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On Thursday, June 1, 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](http://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.

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# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, JUNE 6, 2023**  
**6:30 P.M.**

**BETHANY CITY HALL**  
**6700 NW 36<sup>TH</sup> ST**  
**BETHANY, OKLAHOMA**



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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. Consent Docket:
  - A. Approval of Minutes from the May 16, 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 to renew Radio System License Agreement with the City of Oklahoma City for FY 2024 and authorize the Mayor to sign the document on behalf of the City of Bethany.
  - D. Approval of FY 2024 Fire Equipment Agreement with the Oklahoma County Board of Commissioners and authorize the mayor to sign the document on behalf of the City of Bethany.
  - E. Approval to renew Hazardous Waste Inter-Government Agreement with the City of Oklahoma City and authorize the mayor to sign a letter requesting renewal of the agreement for FY 2024.

4. 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.)*
5. Consideration and possible action to accept the final plat of Bethany Village and the dedication of public easements and rights-of-ways. *(Elizabeth Gray, City Manager)*
6. Consideration and possible adoption of Resolution No. 1677, a resolution of the City Council of the City of Bethany, Oklahoma, approving the mayor's re-appointment of Brian Rooney to the Bethany Economic Development Authority for a term expiring June 6, 2028. *(Nikki Lloyd, Mayor)*
7. Consideration and possible approval to award proposal for annual financial audit services to Arledge Certified Public Accountants, approve engagement letter and authorize the Mayor to sign the document on behalf of the City of Bethany. *(Michael Vaughn, Finance Director)*
8. Consideration and possible approval to advertise for bids for the ARPA Water Meter Automation Project. *(Elizabeth Gray, City Manager)*
9. Appointment of Vice Mayor for FY 2024 per Article II, Section 2-4 of the Bethany Charter. *(Elizabeth Gray, City Manager)*
10. EXECUTIVE SESSION: Confidential communications between City Council and City Attorney pursuant to 25 O.S. § 307 (B) (4) concerning Oklahoma County Cases CJ-2023-2817 and CJ-2023-2816 under advice of City Attorney that disclosure will seriously impair the ability of the City Council to conduct litigation in the public interest. *(Ray Jones, City Attorney)*
  - A. Enter into Executive Session.
  - B. Exit Executive Session.
11. 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")*.
12. City Attorney's Report.
13. City Manager's Report.
14. Mayor and Council Members comments and suggestions.
15. Adjourn until June 20, 2023.

# BETHANY PUBLIC WORKS AUTHORITY

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  - A. **Approval of Minutes from the May 16, 2023, Regular Meeting.**
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2. **Consideration and possible award of bid for Water Treatment Plant Quicklime to Mississippi Lime Company for FY 2024.** *(Elizabeth Gray, City Manager)*
3. **Consideration and possible approval to advertise for bids for the ARPA Water Meter Automation Project.** *(Elizabeth Gray, City Manager)*
4. **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”).*
5. **Adjourn until June 20, 2023.**

# BETHANY HOSPITAL TRUST

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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 June 20, 2023.**

# BETHANY DEVELOPMENT AUTHORITY

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1. **Consent Docket:**
  - A. **Approval of Minutes from the May 6, 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 June 20, 2023.**

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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.)

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NOTICE: On Thursday, May 11, 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, MAY 16, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Mayor
	Brian Magirowsky	Vice-Mayor
	Steve Palmer	Council Member
	Chris Powell	Council Member
	Marilyn McPhail	Council Member
	Kathy Larsen	Council Member
	Ken Smart	Council Member
	Peter Plank	Council Member
	Jeff Knapp	Council Member

**MEMBERS ABSENT:** None

<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

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

Mayor Lloyd called the Bethany City Council meeting to order at 6:30 P.M.

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

The Invocation was given by Council Member Plank.

The Flag Salute was conducted by Council Member Powell.

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

**A. APPROVAL OF MINUTES FROM MAY 2, 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.**

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

**ITEM NO. 4 on the agenda was MAYORAL PROCLAMATION RECOGNIZING THE WEEK OF MAY 21-27, 2023, AS NATIONAL PUBLIC WORKS WEEK.**

Public Works Director Phil Stowell accepted the proclamation on behalf of all the public works employees.

**ITEM NO. 5 on the agenda was PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING A SPECIAL USE PERMIT REQUEST BY BRUCE SAUNKEAH, APPLICANT, THAT WILL ALLOW A DWELLING UNIT WITHIN A COMMERCIAL BUSINESS AT 3200 N ROCKWELL AVENUE.**

- A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**
- B. PUBLIC COMMENT.**
- C. POSSIBLE ACTION.**

This item was withdrawn by the applicant.

**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.)**

Stacy Gholson- 3810 N. Redmond Ave., Bethany Oklahoma - Thanking some council members.

**ITEM NO. 7 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF AWARD OF CONTRACT FOR CDBG WATERLINE REPLACEMENT PROJECT ON HOLLOWAY AVENUE FROM NW 36<sup>TH</sup> STREET TO NW 32<sup>ND</sup> STREET TO SOUTHWEST WATER WORKS, LLC FOR THE BASE BID AMOUNT OF \$255,640.00 AND**

**AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Vice-Mayor Magirowsky, seconded by Council Member Larsen to approve the award of contract for CDBG Waterline Replacement Project on Holloway Avenue from NW 36<sup>th</sup> St. to Southwest Water Works, LLC for the base bid amount of \$255,640.00 and authorize the mayor to sign the document. Yes votes: Plank, Palmer, Larsen, Smart, Lloyd, Magirowsky, Powell, McPhail, Knapp. No votes: None. Motion approved.

**ITEM NO. 8 on the agenda was a CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1676, A RESOLUTION APPROVING PROCESS FOR APPROVAL OF INVOICES RELATING TO CDBG PROJECTS. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen seconded by Vice-Mayor Magirowsky to approve Resolution No. 1676. Yes votes: Magirowsky, Lloyd, Plank, Larsen, Smart, Palmer McPhail, Powell, Knapp. No votes: None. Motion approved.

**ITEM NO. 9 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2047, AN ORDINANCE ADDING SECTION 40.03 TO THE BETHANY CODE OF ORDINANCES PROVIDING FOR THE CREATION OF A STREETS SIDEWALKS AND DRAINAGE FUND FOR THE PURPOSE OF RECEIVING, HOLDING, ACCOUNTING AND OF ACCUMULATING FUNDS TO MAKE CAPITAL IMPROVEMENTS TO OR CREATING NEW STREETS, SIDEWALKS AND DRAINAGE. (RAY JONES, CITY ATTORNEY)**

**A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**

Attorney Ray Jones explained that the proposed fund allocates a percentage of sales tax (25%) dedicated to capital improvements to be allocated to capital improvements specifically for streets, sidewalk, and drainage.

**B. CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2047 ON READING BY TITLE ONLY.**

A motion was made by Council Member Knapp, seconded by Council Member Larsen to approve Ordinance No. 2047 on Reading By Title Only. Yes votes: Knapp, Larsen, McPhail, Lloyd, Magirowsky, Plank, Powell, Smart, Palmer. No votes: None. Motion approved.

**C. CONSIDERATION AND POSSIBLE APPROVAL OF SECTIONS 1-2 OF ORDINANCE NO. 2047.**

A motion was made by Council Member Knapp, seconded by Vice-Mayor Magirowsky to approve Section 1-2 of Ordinance No. 2047. Yes votes: Knapp, Larsen, McPhail, Lloyd, Magirowsky, Plank, Powell, Smart, Palmer. No votes: None. Motion approved.

**D. CONSIDERATION AND POSSIBLE APPROVAL OF SECTION 3 OF ORDINANCE NO. 2047, THE EMERGENCY SECTION.**

A motion was made by Council Member Larsen, seconded by Vice-Mayor Magirowsky to approve Section 3 of Ordinance No. 2047, the Emergency Section. Yes votes: Knapp, Larsen, McPhail, Lloyd, Magirowsky, Plank, Powell, Smart, Palmer. No votes: None. Motion approved.

**ITEM NO. 10** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2048, AN ORDINANCE AMENDING SECTION 110.01 TO THE BETHANY CODE OF ORDINANCES ADDING SUBPART (D) PROVIDING FOR THE FORM OF A BUSINESS LICENSE APPLICATION. (RAY JONES, CITY ATTORNEY)**

**A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**

Attorney Ray Jones informed the council that the proposed ordinance provides minimum information that should be included on the form to include the name and address of the business, the physical address of the business, the name of the contact person for the business, the name and address of the owner of the real property upon which the business is operated, among other things.

**B. CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2048 ON READING BY TITLE ONLY.**

A motion was made by Council Member Larsen, seconded by Vice-Mayor Magirowsky to approve Ordinance No. 2048 on Reading By Title Only. Yes votes: Plank, Powell, Magirowsky, McPhail, Lloyd, Smart, Knapp, Palmer, Larsen. No votes: None. Motion approved.

**C. CONSIDERATION AND POSSIBLE APPROVAL OF SECTIONS 1-2 OF ORDINANCE NO. 2048.**

A motion was made by Council Member Larsen, seconded by Vice-Mayor Magirowsky to approve Sections 1-2 of Ordinance No. 2048. Yes votes: Plank, Powell, Magirowsky, McPhail, Lloyd, Smart, Knapp, Palmer, Larsen. No votes: None. Motion approved.

**D. CONSIDERATION AND POSSIBLE APPROVAL OF SECTION 3 OF ORDINANCE NO. 2048, THE EMERGENCY SECTION.**

A motion was made by Council Member Larsen, seconded by Vice-Mayor Magirowsky to approve Section 3 of Ordinance No. 2048, the Emergency Section. Yes votes: Plank, Powell, Magirowsky, McPhail, Lloyd, Smart, Knapp, Palmer, Larsen. No votes: None. Motion approved.

**ITEM NO. 11** on the agenda was **DISCUSS AND CONSIDER CHANGING THE COMPREHENSIVE PLAN REGARDING THE SALE OF OPEN DISPLAY COMMERCIAL BUSINESSES. OPEN DISPLAY BUSINESSES INCLUDE, BUT ARE NOT LIMITED TO EQUIPMENT RENTAL, CAR DEALERSHIPS, FARM IMPLEMENT SALES, OUT-BUILDINGS, POOLS, LAWN EQUIPMENT SALES, BOAT SALES AND THE LIKE. (MARILYN MCPHAIL, COUNCIL MEMBER)**

There was much input on the extensive research that was put into the comprehensive plan. Also, there was discussion on reviewing the plan.

A motion was made by Council Member Larsen, seconded by Vice-Mayor Magirowsky for Agenda Item #11 to be considered “out of order”, blatantly inappropriate to be considered at this time and recommend Staff begin a process to bring recommendations to Planning and Zoning which in turn is to be brought before this council. The mechanics of the process should be like and/or similar to the creation of the 2030 Comprehensive Plan and in the best interest of the City of Bethany. Yes votes: Knapp, Magirowsky, Smart, Powell, Larsen, Plank, Lloyd. No votes: McPhail. Abstain: Palmer. Motion approved.

**ITEM NO. 12** on the agenda was **PROPOSED EXECUTIVE SESSION PURSUANT TO 25 O.S. § 307 (B) (1) FOR THE PURPOSE OF DISCUSSING THE EMPLOYMENT CONDITIONS OF THE OFFICE OF THE CITY ATTORNEY. (MARILYN MCPHAIL, COUNCIL MEMBER)**

Several council members brought up that next month the attorney’s contract will come up for review and will be discussed at that time.

A motion was made by Council Member Palmer, seconded by Council Member McPhail to enter executive session at 7:00 p.m. Yes votes: Smart, McPhail, Palmer. No votes: Magirowsky, Powell, Plank, Larsen, Lloyd, Knapp. Motion failed.

**ITEM NO. 13** 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”)**.

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

None

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

City Manager Gray reported the following:

City offices will be closed Monday, May 29th. The trash makeup day is Wednesday, May 31st.

October 2nd is the next Bulk Trash pickup. Pick up will begin on the south side of town.

November 11th is free landfill day from 7:00 a.m. until noon at 7600 SW 15th Street, OKC.

City offices will be closed Tuesday, July 4th. The trash makeup day is Wednesday, July 5<sup>th</sup>.

May 20<sup>th</sup> is the Kite Festival at Eldon Lyon Park 10:00 a.m. to 2:00 p.m.

June 8<sup>th</sup>-11<sup>th</sup> is the free city-wide yard sale.

July 1<sup>st</sup>- Freedom Festival – Parade- 10:00 a.m. – Fireworks 9:55 p.m.

**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 JUNE 6, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 7:14 P.M.

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MAYOR

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CITY CLERK

## BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director  
Date: June 1, 2023  
Subject: Claims List for the 06/06/2023 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$99,939.06
Public Safety	\$1,832.80
Capital Improvement Fund	\$1,878.84
Federal Grant Fund	\$144,000.00
2022A GO Bond	\$6,599.34
<b>TOTAL</b>	<b>\$254,250.04</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$254,250.04
Bethany Public Works Authority	\$119,648.71
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$373,898.75</b>

### 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				
23-47696	10-1	RINK GALLERY, LLC	ZONING FEE PARTIAL REFUND	5/2023	23-47696	437.50
DEPARTMENT TOTAL:						437.50
DEPARTMENT: 01.0		MANAGEMENT				
23-45082	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	5/2023	128425	813.00
23-45620	10-005373	CARD SERVICES/PI	BUSINESS ADV. LICENSE	6/2023	e0300n9n3w	500.00
23-45872	10-005373	CARD SERVICES/PI	BUSINESS STANDARD	6/2023	E0300N9BL5	42.00
23-47112	10-005373	CARD SERVICES/PI	EMPLOYMNT ADS INDEED	6/2023	78832702	502.61
23-45461	10-005519	CRAWFORD & ASSOCIATES, P.C.	FINANCIAL PREP	6/2023	17014	2,645.00
23-47649	10-005539	CENTER FOR ECONOMIC DEVELOPREVISION	CARLSON AGMT	5/2023	15898	140.00
23-47607	10-005924	ADMIRAL EXPRESS, LLC	PAPER, KEY TAGS	5/2023	2388890-0	272.93
23-47260	10-1068	ONG	MONTHLY SVC	5/2023	20230517	271.71
23-46145	10-1530	THE TRIBUNE	ZONING 399/2904 REDMOND	6/2023	20230526	54.15
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	6/2023	INV566626	226.28
23-47537	10-3216	BINSWANGER GLASS #609	COUNCIL DOORS	5/2023	I609047327	385.00
DEPARTMENT TOTAL:						5,852.68
DEPARTMENT: 02.0		FINANCE				
23-47744	10-005227	WELLS FARGO VENDOR	SHARP PRINTER	5/2023	1789468084	1,403.54
23-47760	10-0596	FUZZELL'S BUSINESS	COPIER MAINTENANCE	6/2023	MM94104	8.14
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	6/2023	INV566626	68.88
DEPARTMENT TOTAL:						1,480.56
DEPARTMENT: 03.0		COURT				
23-45018	10-005625	SHRED-IT	APR 2023 PAPER DEST	5/2023	8003890797	50.00
23-47481	10-006109	WA HS COWBOYS, LLC	HOTEL FOR CONFERENCE	5/2023	20230609	588.00
23-45584	10-0465	OK DEPT OF PUBLIC SAFETY	APR 2023 OLETS LICENSE	5/2023	LET-010195	50.00
23-45031	10-0596	FUZZELL'S BUSINESS	MAY 2023 COPIER MAINT	5/2023	MM94105	28.86
23-47260	10-1068	ONG	MONTHLY SVC	5/2023	20230517	63.71
23-47632	10-2335	TERRELL MONKS	TRIAL	5/2023	5/5/2023	800.00
23-47583	10-3098	TS HEAT AND AIR INC	COURT OFFICE A/C	5/2023	20709068	160.00
DEPARTMENT TOTAL:						1,740.57

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
23-47676	10-004398	CITY OF OKLAHOMA CITY	Radio Usage	5/2023	ITPSC-BTHNY-FY23	38,107.44
23-47608	10-005160	ID SPECIALISTS INC.	PVC Card	5/2023	49132	47.00
23-47610	10-005373	CARD SERVICES/P1	Cleaning Supplies	5/2023	20230512	393.86
23-47667	10-005373	CARD SERVICES/P1	OFFICE SUPPLIES	5/2023	2597850	660.48
23-47693	10-005373	CARD SERVICES/P1	Insect Repellant	5/2023	1793056	80.78
23-47657	10-005760	WINSLOW LYBRAND	Reimb for Mail	5/2023	20230517	12.55
23-45691	10-005850	SAFE HAVEN	Spay & Neuter Monthly	5/2023	0033	325.00
23-46009	10-005929	WEX BANK	FUEL	6/2023	20230525	16.98
23-47502	10-006044	HOUSE OF MODS LLC	Vehicle Repairs	5/2023	45650	621.76
23-45619	10-0465	OK DEPT OF PUBLIC SAFETY	Monthly OLETS Access	5/2023	LET-010109	485.00
23-47672	10-0919	MAIL DROP	Mail Off Radars	5/2023	20230519--	20.55
23-47260	10-1068	ONG	MONTHLY SVC	5/2023	20230517	688.40
23-47564	10-2697	AUTOZONE	Oil Filters	5/2023	0501073291	8.38
23-47609	10-2697	AUTOZONE	Alternator and Valve	5/2023	0501086461	266.98
23-45502	10-3415	SPECIAL-OPS UNIFORMS, INC.	Replaces 22-44172	5/2023	331601	55.52
23-46701	10-3415	SPECIAL-OPS UNIFORMS, INC.	Miller Uniforms & Equip	5/2023	339450,3399468B	238.40
23-46718	10-3415	SPECIAL-OPS UNIFORMS, INC.	Holloway Boots	5/2023	339472	131.20
23-47436	10-3415	SPECIAL-OPS UNIFORMS, INC.	UNIFORMS KUYKENDALL	5/2023	339453	1,059.11
23-47437	10-3415	SPECIAL-OPS UNIFORMS, INC.	WING UNIFORMS	5/2023	339454	1,099.61
23-47555	10-3415	SPECIAL-OPS UNIFORMS, INC.	Raincoats for AC	5/2023	339690	940.30
23-46535	10-3527	GEARWORKS	Unit 20-008 Graphics	5/2023	8767	155.00
23-46918	10-3527	GEARWORKS	Graphics Unit 14-06760	5/2023	8768	155.00
23-45218	10-4090	AT&T MOBILITY	First Net	5/2023	20230519-	1,661.28
DEPARTMENT TOTAL:						47,230.58
DEPARTMENT: 06.0		FIRE				
23-47536	10-005010	YUKON TROPHY & AWARDS	APPRECIATION PLAGUE	5/2023	523287	69.55
23-47629	10-005357	MY-LOR	ACCOUNTABILITY TAGS	5/2023	5317	45.00
23-47630	10-0336	CASCO INDUSTRIES	FOUR GAS CALIBRATION	5/2023	251189	60.00
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230523	118.48
23-47260	10-1068	ONG	MONTHLY SVC	5/2023	20230517	475.74
23-47659	10-3196	IMAGENET CONSULTING, LLC	HARD DRIVE	5/2023	INV576357	42.84
23-47729	10-4090	AT&T MOBILITY	MOBILE DATA BILL	5/2023	20230606	86.08
DEPARTMENT TOTAL:						897.69

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0		COMMUNITY DEV				
23-47639	10-004417	MCLAIN-CHITWOOD OFFICE	PRINTER CARTRIDGES	5/2023	232443	175.92
23-47744	10-005227	WELLS FARGO VENDOR	SHARP PRINTER	5/2023	1789468084	2,807.09
23-47621	10-005373	CARD SERVICES/P1	OFFICE CHAIR - INSPECTOR	5/2023	20230515	173.79
23-47623	10-005582	AMANDA MCCCELLON	SCISSORS FOR RIBBON CUTTI	5/2023	0377065	39.99
23-45890	10-005689	CHALLENGER LANDSCAPING AND	ABATEMENT 7204 NW 43RD	6/2023	5/2023	150.00
23-47343	10-005843	CLASSIC PRINTING INC.	1000 NOV FORMS	5/2023	217487	243.87
23-47760	10-0596	FUZZELL'S BUSINESS	COPIER MAINTENANCE	6/2023	MM94104	8.13
23-47579	10-1530	THE TRIBUNE	P&Z PUBLICATIONS	5/2023	20230512	271.45
23-47626	10-1754	NORTHWEST OKLAHOMA CITY CHAB	SUMMERVILLE LUNCHEON	5/2023	12345	45.00
23-47191	10-1771	ADVENTURE OUT	LIGHT PACKAGE CODE	5/2023	555207	1,140.50
23-47695	10-2918	MTM RECOGNITION CORPORATION	TRIPLE TOUR TROPHIES	5/2023	6154220	99.00
23-46228	10-3196	IMAGENET CONSULTING, LLC	UP/DOWNSTAIRS PRINTERS	6/2023	INV566626	241.11
DEPARTMENT TOTAL:						5,395.85
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
23-47617	10-005373	CARD SERVICES/P1	INK CART/MICROWAVE	5/2023	5485802	45.90
23-47669	10-005373	CARD SERVICES/P1	TRASH BAGS & DOGGIE BAGS	5/2023	1175427	39.75
23-47722	10-1063	OG&E	MONTHLY SERVICE	5/2023	20230510	170.63
23-47260	10-1068	ONG	MONTHLY SVC	5/2023	20230517	249.86
23-45070	10-2442	SUMNERONE, INC.	MAINTENANCE FEES (2023)	5/2023	3582703	39.54
DEPARTMENT TOTAL:						545.68
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
23-45068	10-004688	SIGNALTEK, INC.	MAINTENANCE AGREEMENT	5/2023	0523-1807	480.00
23-47493	10-004688	SIGNALTEK, INC.	23 AND ROCKWELL	5/2023	1807-0523	195.00
23-47546	10-004725	RUCKER ELECTRIC INCORPORATE	WIRE UP OVERHEAD DOOR	5/2023	12546	798.80
23-47617	10-005373	CARD SERVICES/P1	INK CART/MICROWAVE	5/2023	5485802	169.99
23-47679	10-005373	CARD SERVICES/P1	2 TIRES FOR Z-TURN UNITS1	5/2023	5484217	235.99
23-47628	10-0635	GRAINGER INC	4 CASES ASORBENT BOOMS	5/2023	9707573607	386.90
23-47367	10-0694	HASKELL LEMON CONST CO	ASPHALT ELDON LYON	5/2023	796	122.40
23-47513	10-0694	HASKELL LEMON CONST CO	ASPHALT FOR HOLE PATCHING	5/2023	1284	240.80
23-47530	10-0694	HASKELL LEMON CONST CO	ASPHALT FOR HOLE PATCHING	5/2023	1391	125.60
23-47651	10-0694	HASKELL LEMON CONST CO	2 TONS ASPHALT	5/2023	1906	129.60
23-47681	10-0694	HASKELL LEMON CONST CO	1 1/2 TON ASPHALT	5/2023	1988	128.00
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230523	14,315.76
23-47654	10-1622	WESTLAKE ACE HARDWARE	2 GARDEN SPRAYERS	5/2023	3503495	39.98
23-47618	10-2123	HOME DEPOT CREDIT SVCS	LIGHTFOR STREET KITCHEN	5/2023	015644/7012521	60.94
23-47643	10-2697	AUTOZONE	4 BALL JOINTS/UNIT #63	5/2023	0501092534	161.96
23-47412	10-2702	AMERICAN LOGO & SIGNS	SIGN & BRACKETS	5/2023	47412	186.00
23-47714	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & GLASSES	5/2023	0062464	54.00
23-47663	10-4255	CRAFCO, INC	10 PAILS TRAFFIC PAINT	5/2023	9402931534	1,200.00
23-47664	10-4255	CRAFCO, INC	6 PAILS TRAFFIC PAINT	5/2023	9402929465	720.00
DEPARTMENT TOTAL:						19,751.72

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.5		PUBLIC WORKS - PARKS				
23-47666	10-004725	RUCKER ELECTRIC INCORPORATE	POOL MOTOR WIRING	5/2023	12574	192.40
23-47682	10-004725	RUCKER ELECTRIC INCORPORATE	HOT WATER HEATER	5/2023	92672	155.00
23-47521	10-005005	BRONCO EQUIPMENT RENTAL & S	POWER WASHER FOR 1WK	5/2023	857524-0002-0001	244.20
23-47598	10-005005	BRONCO EQUIPMENT RENTAL & S	BLADES & TIRE FOR ZTR	5/2023	857905-0001	293.93
23-47680	10-005005	BRONCO EQUIPMENT RENTAL & S	WEED EATER LINE	5/2023	858498.0001	149.97
23-47636	10-005350	FORCE PERSONNEL	TEMP HELP FOR PARKS	5/2023	74073	4,868.41
23-47617	10-005373	CARD SERVICES/PI	INK CART/MICROWAVE	5/2023	5485802	84.99
23-47669	10-005373	CARD SERVICES/PI	TRASH BAGS & DOGGIE BAGS	5/2023	1175427	398.36
23-47642	10-005663	MOON CHEMICAL PRODUCTS, INC	CHLORINE ACID	5/2023	30242	350.00
23-47627	10-005944	EXPRESS SERVICES, INC.	TEMP HELP FOR PARKS	5/2023	29047157	342.56
23-47499	10-006072	MORIDGE MANUFACTURING INC.	SUN CANOPY FOR ZTR MOWER	5/2023	804726	467.50
23-47717	10-0225	GENUINE PARTS	SMALL TOOLS	5/2023	034682	89.29
23-47595	10-0482	DOLESE BROS. CO.	13 TONS RIP RAP ROCK	5/2023	ag23056932	961.66
23-47512	10-0668	HAYES ELECTRIC	REPAIR PLUGS/MACORY	5/2023	98082	155.81
23-45040	10-1063	OG&E	MONTHLY SVS	6/2023	20230523	1,182.42
23-47260	10-1068	ONG	MONTHLY SVC	5/2023	20230517	36.75
23-47674	10-1509	TOM'S SPEEDY LOCK & KEY SER	WELDING VAN #57/KEY MADE	5/2023	69399	100.00
23-47168	10-1622	WESTLAKE ACE HARDWARE	SUPPLIES/REPAIR PARK BATH	5/2023	3503493	36.05
23-47624	10-1622	WESTLAKE ACE HARDWARE	VACUM BREAKER	5/2023	3503230	13.99
23-47640	10-1622	WESTLAKE ACE HARDWARE	2/POLY TUBE	5/2023	3503494	23.00
23-47668	10-1622	WESTLAKE ACE HARDWARE	GASKET MAKING MATERIALS	5/2023	3503499	28.77
23-47692	10-1622	WESTLAKE ACE HARDWARE	PARTS TO REPLACE SPIGOTS	5/2023	3503503	23.17
23-47637	10-2123	HOME DEPOT CREDIT SVCS	CONCRETE	5/2023	016059/6021394	80.11
23-47601	10-2369	STAN'S PLUMBING INC	ELDON LYON REPAIR	5/2023	19099	145.75
23-47612	10-2488	CARDINAL AQUATECH POOLS	REAGENTS & SUPPLIES	5/2023	32606-1	219.71
23-47634	10-2488	CARDINAL AQUATECH POOLS	HARDWARE FOR POOL LADDERS	5/2023	32760-1,32831-1	43.66
23-47709	10-2530	IMPROVED CONSTRUCTION METH	TWO 4 INCH PLUGS	5/2023	030076	90.00
23-47427	10-2651	RECREATION SUPPLY CO	DIVING BOARD FOR POOL	5/2023	496602	3,730.00
23-47599	10-2651	RECREATION SUPPLY CO	UMBRELLA BRACKET	5/2023	497773	680.00
23-47683	10-3331	RUCKER MECHANICAL	A/C REPAIR AT POOL	5/2023	92528	247.50
23-47606	10-3544	OKLAHOMA STATE DEPT OF HEAL	LICENSE RENEWAL	5/2023	4997-5082	150.00
23-47464	10-3888	CHAMPION HI-TECH	SEALS&GASKET/POOLPUMPS	5/2023	223060	237.27
23-47714	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & GLASSES	5/2023	0062464	72.00
23-47625	10-4179	BUDGET FLAG & BANNER	12X 18' AMERICAN FLAG / 2	5/2023	29718	712.00
DEPARTMENT TOTAL:						16,606.23
FUND TOTAL:						99,939.06

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-47700	10-005373	CARD SERVICES/P1	Supressor Covers	5/2023	47778	102.00
23-47551	10-006103	CHRISTIAN BROTHERS AUTO-WARAC	Repir Unit 20-006	5/2023	1064538	1,730.80
DEPARTMENT TOTAL:						1,832.80
FUND TOTAL:						1,832.80

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
23-47661	10-006067	PARKHILL	CDBG GRANT FEE	5/2023	01210322.00-3	1,878.84
DEPARTMENT TOTAL:						1,878.84
FUND TOTAL:						1,878.84

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42.0      Autometed Meter Project						
23-46995	10-005900	TEIM DESIGN GROUP, PLLC	ARPA METER AUTOMATION	6/2023	12017	144,000.00
DEPARTMENT TOTAL:						144,000.00
FUND TOTAL:						144,000.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
23-47253	10-005500	TROY D RHODES & COMPANY, INFIRE STATION REIMB.		6/2023	03683	30.59
23-47280	10-005500	TROY D RHODES & COMPANY, INBOND PROP 3A FIRE DEPT		5/2023	03682	6,568.75
DEPARTMENT TOTAL:						6,599.34
FUND TOTAL:						6,599.34

**BETHANY CITY COUNCIL**

From: J. D. Reid, Chief of Police  
Date: May 24, 2023  
Subject: Consideration and Possible Approval to Renew Radio System License Agreement with the City of Oklahoma City for Fiscal Year 2024.

BACKGROUND

The annual renewal of our Radio System License Agreement with the City of Oklahoma City will be due June 30, 2023. This radio system is used by both our police and fire.

The proposed terms of the new lease are the same as last fiscal year, with no increase in pricing. The new agreement will be in effect for the period of July 1, 2023 through June 30, 2024.

We ask that the City Council renew the agreement.

RECOMMENDATION

1. Approve to renew Radio System License Agreement with the City of Oklahoma City for Fiscal Year 2024 and authorize the Mayor to sign the document.

ADDITIONAL COMMENTS





**THE CITY OF  
OKLAHOMA CITY**  
INFORMATION TECHNOLOGY DEPARTMENT

May 04, 2023

The City of Bethany  
6700 NW 36<sup>th</sup> Street  
Bethany, OK 73008

Dear Licensee:

The Licensor and Licensee have the option of renewing **Radio System License Agreement** for the term **07/01/2023 through 06/30/2024** under the same terms, conditions, and provisions, including price(s), as was originally approved.

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return by **06/15/2023**. If the individual signing below is not the owner or an officer of the business or corporation, a letter of authorization should also be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

**YOUR CONCURRENCE DOES NOT GUARANTEE RENEWAL.** Should the Licensor decide not to renew the above Agreement, you will be notified in writing or electronically. **This form may be mailed, faxed, e mailed, scanned, or otherwise electronically submitted for Agreement renewal.**

If you have any questions, please contact me at (405) 297-2303 or [IT-ADMIN@OKC.GOV](mailto:IT-ADMIN@OKC.GOV).

Thank you,

  
Erika Vandersypen  
Information Technology Business Manager

\_\_\_\_\_ Yes, I would like to renew per the above mentioned.

\_\_\_\_\_ No, I do not wish to renew.

[INTERNAL USE ONLY]

\_\_\_\_\_ The Licensor chooses not to renew the above Agreement.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, AND ZIP CODE

\_\_\_\_\_  
BUSINESS TELEPHONE

\_\_\_\_\_  
CONTRACT EMAIL

**RADIO SYSTEM LICENSE AGREEMENT**

**THIS LICENSE** is hereby granted as of June 7, 2022, by the **City of Oklahoma City**, a municipal corporation located at 200 N. Walker Ave., Oklahoma City, OK 73102 (“Licensor”) to the **City of Bethany**, a municipal corporation located at 6700 NW 36<sup>th</sup> St., Bethany, OK 73008 (“Licensee”).

**WITNESSETH:**

WHEREAS, The City of Oklahoma City owns an 800 MHz Trunked Radio System (“TRS”) and is duly licensed by the Federal Communications Commission (“FCC”) for the operation of same, and

WHEREAS, The City of Bethany desires to utilize the TRS for daily operational needs and to facilitate both radio operability and interoperability within the region, and

WHEREAS, the City of Oklahoma City desires to enhance both radio operability and interoperability within the region;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, agree as follows:

**1 DEFINITIONS**

All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different

meaning. For purposes of this license agreement, the following terms and phrases shall have the meaning subscribed herein:

1.1 The Parties

The City of Oklahoma City, a municipal corporation, and the City of Bethany, a municipal corporation.

License

The written agreement between the City of Oklahoma City and the City of Bethany, covering the radio system services to be provided, and covering the duties, obligations and rights of the Parties and including any amendments thereto.

1.2 Radio System

The 800 MHz Trunked Radio System (“TRS”) owned and operated by the City of Oklahoma City, and licensed by the FCC, for specific purposes which enable audio conversations to be conducted between users utilizing specific radio terminal equipment.

1.3 Radio Terminal Equipment

Mobile, stationary, or portable communications devices communicating among themselves over specific air wave frequencies.

1.4 Talk group

A designated identifier within a trunked radio system used to group users with common conversational needs. Logically equivalent to the term “channel” when referring to conventional radio systems.

### 1.5 Public Safety Agency

Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.

### 1.7 Maintenance

Maintenance includes parts and labor maintenance conducted by the Licensor on items owned by the Licensee. These items must be current production models that are still supported with parts by the manufacturer. This includes all repairs except those required due to damage caused by misuse, abuse, force de majeure, acts of civil unrest, or war.

Accessory items that are not required to make the radio functional, such as earpieces, lapel mics, surveillance packages, carrying cases, etc. are not covered. Items required for the radio to be functional such as antennas and batteries will be replaced on a one for one basis as needed with new or refurbished products at the discretion of the Licensor.

## 2 **OBLIGATIONS OF THE LICENSOR**

Licensor agrees that during the term of this agreement, it shall:

- A. Permit the Licensee access to the Radio System for purposes of conducting daily operational business;

- B. Permit the Licensee access to the Radio System for purposes of radio interoperability with other Public Safety Agencies, both within the TRS and external to the TRS as provided by the system capabilities;
- C. Provide the Licensee with programming services as necessary to provide mutually agreed access to, and functionality of the Radio System in accordance with the currently published fee schedule;
- D. Provide the Licensee with mobile Radio Terminal Equipment installation service in accordance with the currently published fee schedule;
- E. Upon notification that one or more units of the Licensee's Radio Terminal Equipment has be lost or stolen, the Licensor will take all reasonable actions to prevent any of the Licensee's lost or stolen units from gaining access to the Radio System;
- F. Provide the same level of priority access to the Radio System as that afforded to the Licensor.
- G. Provide the Licensee with maintenance services as defined above in 1.7

### **3 OBLIGATIONS OF THE LICENSEE**

Licensee agrees that during the term of this agreement, it shall:

- A. Assume all cost and responsibility for providing Radio Terminal Equipment meeting the technical specification standards as set by the Licensor;
- B. Pay all applicable fees as provided in the fee schedules set forth in Exhibit A;
- C. Provide all necessary mounting accessories as needed to perform mobile radio installation;

- D. Coordinate mobile radio installation with the Licensor as needed to accomplish mutually acceptable scheduling;
- E. Provide its Radio Terminal Equipment to the Licensor for purposes of inventory, marking, and unit identification;
- F. Provide the Licensor with a minimum of ten (10) working days prior notification of any intent to increase or decrease the number of Radio Terminal Equipment units in use by the Licensee;
- G. Provide its Radio Terminal Equipment to the Licensor for purposes of programming and repair;
- H. Upon notification that one or more units of its Radio Terminal Equipment have been lost or stolen, take all reasonable actions to notify the Licensor at the earliest possible opportunity.

#### **4 OBSERVANCE OF LAWS, RULES, AND REGULATIONS**

The Parties agree to observe and abide by all applicable statutes, laws, rules, and regulations, including, but not limited to, those enforced by the FCC, as well as those applicable administrative rules of the Parties that are now in effect or that may become effective during the term of this License. The Parties acknowledge that, should any statute, rule, regulation, or administrative rule change during the term of this License, and if this change necessitates a modification of the License, the modification may be effectuated by the other party without incurring any liability for such modification. The Parties also agree to amend the License Agreement to conform with said change of law. Provided, however, either party may terminate

this Agreement in the event that such change in law or rulemaking make the terms of this Agreement untenable to the Parties.

## **5 LICENSE PERIOD / TERM / TERM RENEWAL AND TERMINATION**

This License shall be effective upon the execution of the Agreement by all parties through June 30, 2023, at midnight, with an option to renew for four (4) successive terms ending the 30<sup>th</sup> day of June of each year under the same terms and conditions, provided both parties agree to renew, subject to annual appropriations.

### **5.1 Discretionary Termination**

This Agreement may be terminated by either Party for any reason or cause, or no reason at all, upon sixty (60) days written notice to the Parties.

### **5.2 Payment upon Termination**

Upon receipt of the written notice of termination, the Licensee shall pay the Licensor for all outstanding expenses, costs and charges incurred and all work and services rendered up to the time of termination.

## **6 NOTICES**

All notices and orders given pursuant to this License shall be in writing, delivered to either party using either a traceable delivery service or certified mail. Notices and orders are to be addressed as follows:

If to the City of Bethany:

The City of Bethany  
6700 NW 36<sup>th</sup> St.  
Bethany, OK 73008  
Attn: John Reid, Police Chief

If to the City of Oklahoma City:

The City of Oklahoma City  
Information Technology  
100 N. Walker Ave., Suite 600  
Oklahoma City, Oklahoma 73102

Attn: Christine Fogt  
Office Administrator

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this section.

**7 ENTIRE AGREEMENT**

This agreement, including its exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of The Parties. Neither the Licensee nor the Licensor has made or shall be bound by any agreement or any representation to the other concerning this agreement, which is not expressly set forth herein.

**8 SEVERABILITY**

In the event that any provision, clause, portion, or section of this agreement is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this agreement.

**9 AMENDMENT**

This License may be modified only by a written amendment of subsequent date hereto, approved and signed by The Parties.

**10 DESCRIPTIVE HEADINGS**

The descriptive headings of the sections of this License are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation, or effect of this agreement.

**11 CONSTRUCTION AND ENFORCEMENT**

This License shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

**12 SURVIVAL OR REPRESENTATIONS**

All representation and covenants of the parties shall survive the expiration of this License.

**13 PARTIES BOUND**

This License shall be binding upon and inure to the benefit of all parties. This License is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

**14 VENUE OF ACTION**

The parties agree that if any legal action is brought pursuant to this License, such action shall be instituted in the district court of Oklahoma County.

**15 EFFECTIVE DATE**

The effective date of this License shall be the execution of this agreement by the Parties.

**16 NAME AND LOGO**

Neither party shall use the other party's name or logo, nor that of any other subcontractors or participating entities, without their prior written permission.

**17 NO WAIVER**

No omission or delay by either party to this License at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this agreement, shall

be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

**18 FORCE MAJEURE**

In the event that performance by either party of any of its obligations or undertakings under this agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, epidemic and/or pandemic or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**19 SEVERAL LIABILITY**

19.1 This License Agreement shall not be construed as creating any agency or third-party beneficiary agreements in any form whatsoever.

19.2 All parties shall be exclusively liable for the loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 §§151 et seq. and as amended. The Parties are separate legal entities, and no party shall be liable for the acts and omissions of the other party.

19.3 The Licensee shall provide either a certificate of insurance or a letter of self-insurance.

**20 SERVICE INTERRUPTION**

Licensor does not guarantee 100% coverage or service availability. To the extent that service interruption does occur, Licensor will take reasonable steps to remedy the cause of

such interruption and restore service to the previous standard of service. Licensor will not be liable to Licensee for lost service during such period of service loss.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their authorized representatives on or as of the day and year first hereinabove written.

THE CITY OF OKLAHOMA CITY

*[Signature]*  
\_\_\_\_\_  
VICE MAYOR

ATTEST:

*Amy K. Simpson*  
\_\_\_\_\_  
City Clerk



(Seal)

REVIEWED as to form and legality.

*Jill Burnett*  
\_\_\_\_\_  
Assistant Municipal Counselor

THE CITY OF BETHANY

*Wendi Glegg*  
\_\_\_\_\_  
MAYOR

ATTEST:

*[Signature]*  
\_\_\_\_\_  
City Clerk



(Seal)

REVIEWED as to form and legality.

*Robert Ray Jones*  
\_\_\_\_\_  
Municipal Counselor

APPROVED as to form and legality this 21 day of June, 2022

By Wikki Floyd Date 6/21/22  
Mayor of Bethany

[Signature]  
Town Clerk of Bethany

Reviewed as to form and legality this 21 day of June, 2022

[Signature]  
Municipal Counselor of Bethany

[Signature] 6/23  
Greg Williams  
Administrator / Director OCDC

# EXHIBIT A FEE SCHEDULE

## CAPITAL REPLACEMENT ALLOCATION FEE

FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
\$20,670.00	\$20,670.00	\$20,670.00	\$20,670.00	\$20,670.00	Radio System Upgrade to P25 Standard

Capital Replacement Allocation fee will be assessed annually over the next nine years. The fee is proportional to the total number of users of the system and assessed based upon the number of radios in use by each Licensee. The fee will not increase beyond its initial amount, unless it is due to an increasing number of radios used by Licensee. Should the total number of system users increase, the Licensee’s portion would decrease and reduce the annual fee.

## USAGE FEES

FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
\$15.39 per radio, per month	\$15.85 per radio, per month	\$16.33 per radio, per month	\$16.82 per radio, per month	\$17.32 per radio, per month	Portable radio usage and maintenance
\$22.15 per radio, per month	\$22.81 per radio, per month	\$23.49 per radio, per month	\$24.19 per radio, per month	\$24.92 per radio, per month	Mobile, desktop, or racked radio usage and maintenance

Usage fees will increase three percent (3%) annually. Maintenance applies to normal wear and tear of the terminal equipment. Damaged equipment is not covered under the terms of maintenance and is the financial responsibility of the Licensee. Maintenance is defined in Section 1.7 of the License Agreement. Maintenance is to be provided at the Oklahoma City Radio Shop.

## MOBILE INSTALLATION

Police Front Mount	Police Remote Mount	Fire Front Mount	Fire Remote Mount
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\$145.00 / install	\$203.00 / install	\$203.00 / install	\$319.00 / install
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Mobile installation is provided by the Oklahoma City Radio Shop. Licensee is responsible for provision of mounting hardware and vehicle antenna. Installation requests will be scheduled in advance with Radio Shop management. The fee is applicable for each installation occurrence, including vehicle replacement and/or transfer of equipment.

### **BILLING FREQUENCY**

Capital Replacement Allocation fee will be billed annually in July of each new fiscal year. Usage and installation fees will be billed semi-annually in arrears. Invoices will include monthly radio usage fees and the total number of mobile installations performed during the 6-month billing period.

**BETHANY CITY COUNCIL**

From: Elizabeth A. Gray  
Date: May 24, 2023  
Subject: Consideration and Possible Action to Approve FY 2024 Fire Equipment Agreement

BACKGROUND

The City of Bethany has an agreement with Oklahoma County for fire equipment. Oklahoma County has provided equipment to assist the City of Bethany for many years.

This agreement provides a brush pumper and related equipment for use by the City of Bethany. The County provides use of the equipment in return for the City of Bethany giving fire protection services for persons and properties located within the unincorporated portions of Oklahoma County.

The terms of this agreement are the same as our current contract.

RECOMMENDATION

1. Approve the FY 2024 Fire Equipment Agreement with Oklahoma County and authorize the mayor to sign the documents on behalf of the City of Bethany.

ADDITIONAL COMMENTS

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

FIRE EQUIPMENT AGREEMENT  
BETWEEN  
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF BETHANY

July 1, 2023 through June 30, 2024

This FIRE EQUIPMENT AGREEMENT (the "Agreement") is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Board"), and **THE CITY OF BETHANY, a municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the County may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the City of Bethany are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the City of Bethany in return for the City of Bethany's Fire Department furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

- 1. Term.** This Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice

of such termination. On the termination of this Agreement, either by termination of the fiscal year for which the agreement is written, or written 30-day notification, the City of Bethany shall return the Equipment to the County.

**2. Equipment.** The Board shall provide the City of Bethany with the following firefighting equipment (hereinafter called the "Equipment"):

Property Description	Serial Number	County ID Number
2019 Ford F-550 Ext Cab	FD0X5HY4KEF7182	SP 302-00067
WARN 1200 lb Winch	N/A	SP 408-00021
Jotto Desk F-550 Console	N/A	SP 646-00056
Whelen 54" Lightbar	N003538	SP 650-00165
Motorola Radio	869FBJ1448	SP 602-00508
Winch/Ramsey	1222660	SP 408-00017
Kenwood TK790 Radio	B3100082	SP 602-00661
Kenwood TK790 Radio	B3100095	SP 602-00662
Kenwood TK-7180-K Mobile Radio	B4700022	
Kenwood TK-2180-K2 Hand Held	B4300378	
Kenwood TK-2180-K2 Hand Held	B4300379	
Kenwood TK-2180-K2 Hand Held	B4300380	
Kenwood TK-2180-K2 Hand Held	B4300391	
Kenwood TK-2180-K2 Hand Held	B4300392	
Kenwood TK-2180-K2 Hand Held	B4300393	
Kenwood TK-7360H-V Mobile Radio	B3202807	
Kenwood TK-7360H-V Mobile Radio	B3202808	
Kenwood TK-7360H-V Mobile Radio	B3202809	
UVC 2 UV Hanging Light Units (2)	1097	SP 503-00001
	1126	SP 503-00002
UVC 2 UV Tripod Light Unit	1215	SP 503-00025

**3. Purpose.** The City of Bethany shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the City of Bethany, or, when provided by law or pursuant to an agreement under 63 O.S. § 695, Oklahoma Intrastate Mutual Aid Compact, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

**4. Maintenance and Repair.** The City of Bethany will be solely responsible for: (a) maintaining the Equipment in safe operating condition in accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety

checks and maintenance reviews required by the Board to ensure that the Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

**5. Indemnification.** The City of Bethany assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The City of Bethany further agrees to indemnify and hold the Board and Oklahoma County, their employees, officers, and agents, harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the use of the Equipment. The City of Bethany agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 *et seq.*) covering the obligations contained herein and including a provision that the Board, at the address set forth below, will be notified no less than ten (10) days prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:

Oklahoma County Emergency Management Director  
320 Robert S. Kerr Avenue, Suite 101  
Oklahoma City, Oklahoma 73102

**6. Workers' Compensation Liability.** The City of Bethany shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

**7. Use of Equipment.** The City of Bethany shall have the sole responsibility of ensuring that all drivers or operators of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.

**8. Notice of Accidents.** Any Oklahoma County-owned Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.

**9. Injuries.** The City of Bethany shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.

**10. Destruction of Equipment.** Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The City of Bethany may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320 Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Bethany.

**11. Breach of Agreement.** Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2023.

APPROVED:



\_\_\_\_\_  
Director, Oklahoma County Emergency Management

Approved as to form and legality this 18<sup>th</sup> day of May, 2023.



\_\_\_\_\_  
Assistant District Attorney

**THE CITY OF BETHANY**

APPROVED AND AGREED TO by the City of Bethany this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY: \_\_\_\_\_, Mayor

Printed Name: \_\_\_\_\_

ATTEST: \_\_\_\_\_, City Clerk

**BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA**

APPROVED AND AGREED TO by the Board this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Carrie Blumert, Member

By: \_\_\_\_\_  
Brian Maughan, Member

By: \_\_\_\_\_  
Myles Davidson, Member

ATTEST:

\_\_\_\_\_  
Maressa Treat, County Clerk

**BETHANY CITY COUNCIL**

From: Elizabeth A. Gray, City Manager  
Date: May 31, 2023  
Subject: Consideration and Possible Action Renewing our Household Hazardous Waste Inter-Government Agreement with Oklahoma City

BACKGROUND

The City of Bethany and the City of Oklahoma City have maintained an agreement for several years that allows our citizens the use of Oklahoma City's household hazardous waste disposal site.

This site is located at 1621 South Portland Avenue in Oklahoma City. The site provides citizens a safe place to dispose of household hazardous waste such as unused lawn chemicals. It is important for the City of Bethany to maintain this agreement to comply with certain ODEQ regulations concerning clean water.

The cost of the program is approximately \$15,000 per year and we do charge a storm water fee to our utility customers to help offset the cost of this service.

RECOMMENDATION

1. Authorize the mayor to sign a letter requesting renewal of the agreement for the period of July 1, 2023 to June 30, 2024.

ADDITIONAL COMMENTS

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



# *City of Bethany*

## **OFFICE OF THE MAYOR**

**SHANNON N. LLOYD, MAYOR**  
**PO Box 219 / 6700 NW 36<sup>th</sup> St**  
**Bethany OK 73008 / (405) 981-9561**  
**[www.cityofbethany.org](http://www.cityofbethany.org)**

June 6, 2023

City of Oklahoma City  
Eric J. Wenger, Public Works Director  
3738 SW 15<sup>th</sup> St, Bldg 1  
Oklahoma City OK 73108

Dear Mr. Wenger:

The City of Bethany desires to renew the Inter-Governmental Agreement with the City of Oklahoma City concerning household hazardous waste disposal for the year ending June 30, 2024.

Thank you for your kind assistance in this matter.

Sincerely,

Shannon N. Lloyd  
Mayor



The City of  
**OKLAHOMA CITY**  
Department of Public Works  
Storm Water Quality Management



May 24, 2023

City of Bethany  
Mayor Nikki Lloyd  
PO Box 219  
Bethany, OK 73008

Dear Mrs. Mayor:

It's the time of year to consider renewing our Hazardous Waste Inter-Government with the City of Bethany. The current agreement expires June 30, 2023.

Pursuant to Article 4 of the Agreement, the City of Bethany should request renewal for the period of July 1, 2023—June 30, 2024, in the form of a letter addressed to the Oklahoma City Public Works Director, Eric J. Wenger. The request can be mailed to my attention at 3738 SW 15<sup>th</sup> St., Bldg 1, Oklahoma City, OK 73108.

Ideally, the renewal request should be received by June 15, 2023. Please let me know if you have any questions.

Sincerely,

*Leanita Herndon*

Leanita Herndon  
Administrative Coordinator

Cc: file

**BETHANY CITY COUNCIL**

From: Amanda McCellon, Comm. Dev. Director  
Date: May 9, 2023  
Subject: Discussion and possible action to accept the final plat of Bethany Village, a part of the SE/4 of Section 17, T12N, R4W, I.M. Bethany, Oklahoma County, Oklahoma, and the dedication of public easements and rights-of-way.

BACKGROUND

Attached are the minutes and staff report from the Planning and Zoning Commission meeting of May 4, 2023. Motion was made by Kent Lynn, seconded by James Clemmer to recommend approving the final plat at NW Corner of NW 36<sup>th</sup> St. and N. Divis Ave. The votes are as follows: AYE- Charles Snyder, Justin Peck, Kent Lynn, Steve Marx, Robert Helton, James Clemmer. NAY- None. ABSTAIN- None. The motion carried unanimously 6 – 0.

RECOMMENDATION

1. Recommend approving the final plat at NW Corner of NW 36<sup>th</sup> St. and N. Divis Ave.

ADDITIONAL COMMENTS



Mike Brody, Manager of the Rink Gallery said that is the first I have heard of that. He said that has never been communicated to us. He said we have been through multiple fire inspections throughout the years.

Amanda McCellon, Comm. Dev. Director spoke on behalf of Deputy Chief Biswell by saying he came directly to her after the inspection of 3200 N. Rockwell Ave. He found the room and that he was lied to, that nobody was using the room or living in the room. He asked someone to get the keys and was told they could not find the keys or have access to keys. When he pushed the issue again, finally we had a set of keys, and a dog ran out and it is being used as a living quarter. That was how it was explained to her after he found it.

Mike Brody, Manager of the Rink Gallery said he does not know what that is all about, there are no keys.

Charles Snyder, Chair told Mr. Brody that the bottom line is, you need permission from the owner no matter what you do; and you do not have a separate facility/structure. So, I do not think you can live inside the structure that is there now based on the current ordinance which we are required to follow.

Commissioner Clemmer asked the applicant if he has checked into how long it will take to accomplish what the Deputy Chief is requesting. You would need to submit plans, obtain a permit and a certificate of occupancy.

Bruce Saunkeah, Applicant and Mike Brody, Manager of the Rink Gallery stated this is the first time we have heard anything about that.

Commissioner Clemmer noted this letter from the Deputy Fire Chief is addressed to you.

Amanda McCellon, Comm. Dev. Director read from the letter written to the applicant from the Deputy Fire Chief that states along with the special use permit there are also some building and fire code provisions that would have to be met specifically those pertaining to fire separation, fire suppression, fire alarm and egress requirements as they pertain to your circumstances.

Ray Jones, City Attorney stated a special use permit would be required to even have a detached building on the space.

Motion was made by Steve Marx, seconded by Kent Lynn to recommend denying the special use request as written, and provide documentation that the true property owner approves applicant going forward. The votes are as follows: AYE- Charles Snyder, Kent Lynn, Steve Marx. NAY-James Clemmer, Justin Peck. ABSTAIN- Robert Helton. The motion passed 3-2-1.

**ITEM 2: PC 23-04**

Discussion and possible action to accept the final plat of Bethany Village, a part of the SE/4 of Section 17, T12N, R4W, I.M. Bethany Oklahoma County, Oklahoma, and the dedication of public easements and rights-of-way.

5-9-23  
PJZ  
minutes

**ACTION:** Brendan Summerville, Comm. Dev. Associate presented the staff report to discuss and possibly accept the final plat of Bethany Village. This case has previously been heard by the Planning and Zoning Commission in October or September of 2021. The City Attorney and City Engineer have already reviewed the final plat. Engineers and Applicant are aware of the sodding requirement that will be taken care of by the time of the City Council meeting. This is just more of a procedural matter. We do have the final plat here for signing.

Ray Jones, City Attorney said he did review the final plat. It was important to Mr. Jones that all the easements were marked and identified. There does not appear to be any inconsistencies in the markings, and all appears to be accurate. Mr. Jones, City Attorney recommended approving the final plat.

The final plat had been approved in October, 2021, but Brendan Summerville, Comm. Dev. Associate noted some alterations have been made to the final plat.

Brendan Summerville, Comm. Dev. Associate noted the City Engineer, Public Works Director and myself made visits to the site to look over public easements and dedications on behalf of the development.

Motion was made by Kent Lynn, seconded by James Clemmer to recommend approving the final plat at NW Corner of NW 36<sup>th</sup> and N. Divis Ave. The votes are as follows: AYE- Charles Snyder, Justin Peck, Kent Lynn, Steve Marx, Robert Helton, James Clemmer. NAY- None. ABSTAIN- None. The motion carried unanimously 6 - 0.

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## NEW BUSINESS

Brendan Summerville, Comm. Dev. Associate mentioned there will be three cases on the June 1, 2023 Planning and Zoning Commission agenda. All of them are accessory structures.

Charles Snyder, Chair asked if anyone found anything on the comprehensive plan that they thought was a pressing item.

Commissioner Helton stated mixed-use is not really defined. Attracting buses into the city is not a very good idea.

Charles Snyder, Chair asked what happened to the items Planning and Zoning heard on April 6, 2023.

Brendan Summerville, Comm. Dev. Associate stated City Council approved the rezoning case and denied the car lot.

Amanda McCellon, Comm. Dev. Director encouraged the Planning Commissioner(s) to check the city's website. Periodically we are uploading all the projects from the City Council meetings.

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City of Bethany

Planning & Zoning Staff Report

May 4, 2023

CASE NO: PC 23-04

**Request:** Accept the final plat of Bethany Village, a part of the SE/4 of Section 17 T12N-R4W, I.M. Bethany, Oklahoma County, Oklahoma.

**Applicant:** Crafton Tull on behalf of JSFM, LLC

**Legal Description:** Sect. 17-T12N-R4W SE Qtr UNPLTD 000 000 PT SE4 SEC 17 12N 4W BEG 1540.25FT E & 33FT N OF SW/C SE4 TH N600.01 E230FT S760.01FT W407FT TO BEG

**Current Zoning:** Planned Unit Development – PUD

**Background:** A preliminary plat was accepted by the Bethany City Council in October of 2020, and a previous plat was accepted in September of 2021.

**Analysis:** The applicant is requesting final plat approval. All plans and specifications have been approved by the City Engineer and the Community Development Department.

**Required Action:** Approve the final plat at NW Corner of 36<sup>th</sup> St and N. Divis. Any specific conditions imposed by the Planning & Zoning Commission should be read into any approval motion.

## BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager  
Date: May 24, 2023  
Subject: Consideration and Action to Adopt Resolution No. 1677 approving the Mayor's Reappointment of Brian Rooney to the Bethany Economic Development Authority for a Term Expiring on June 6, 2028.

### BACKGROUND

The term of Brian Rooney on the Bethany Economic Development Authority will expire on June 6, 2023. Mr. Rooney has indicated a willingness to continue to serve on the Bethany Economic Development Authority and the Mayor desires to provide for his reappointment.

### RECOMMENDATION

1. Approve Resolution No. 1677 approving the Mayor's reappointment of Brian Rooney to the Bethany Economic Development Authority for a term expiring on June 6, 2028.

### ADDITIONAL COMMENTS

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

**RESOLUTION NO. 1677**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE MAYOR'S REAPPOINTMENT OF BRIAN ROONEY TO THE BETHANY ECONOMIC DEVELOPMENT AUTHORITY FOR A TERM EXPIRING ON JUNE 6, 2028.**

**WHEREAS**, the term of Brian Rooney on the Bethany Development Authority will expire on June 6, 2023; and

**WHEREAS**, Mr. Rooney has indicated a willingness to continue to serve on the Bethany Economic Development Authority and the Mayor desires to provide for his reappointment.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bethany, Oklahoma that Brian Rooney is reappointed to serve on the Bethany Economic Development Authority for a term expiring on June 6, 2028.

**\*\*\*END\*\*\***

The foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany, Oklahoma, on the 6<sup>th</sup> day of June 2023, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

\_\_\_\_\_  
Nikki Lloyd  
Mayor

ATTEST:

\_\_\_\_\_  
Michael Vaughn  
City Clerk

Approved as to form and legality on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Ray Jones, Jr., City Attorney

**BETHANY CITY COUNCIL**

From: Michael Vaughn, Finance Director  
Date: 06/06/2023  
Subject: Bid Award: Financial Auditing Services

BACKGROUND

The City of Bethany advertised a Request For Proposals for auditing services and received two proposals. Staff has reviewed the proposals and recommends the contract for auditing services be awarded to Arledge Certified Public Accountants as the low bidder.

Arledge Certified Public Accountants schedule of fees are:

For FY 23 \$24,000, FY 24 \$25,200, FY 25 \$26,000, FY 26 \$26,900, FY 27 \$27,800. Single Audit Fees are \$5,000 for the first 2 major programs and \$2,500 for each additional program. The City paid Elfrink and Associates \$24,800 for auditing services for the FY 22 audit.

RECOMMENDATION

1. To award the contract for Auditing Services to Arledge Certified Public Accountants and authorize the execution of the engagement letter.

ADDITIONAL COMMENTS

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



## FY-2023 SINGLE AUDIT ENGAGEMENT LETTER

May 24, 2023

To the Honorable Mayor and Members of the City Council

We are pleased to confirm our understanding of the services we are to provide for City of Bethany, Oklahoma (the "City") for the year ended June 30, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAS and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Pension Plan Funding Schedules; and
- 4) Schedule of OPEB Funding.

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

- 1) Schedule of Expenditures of Federal Awards
- 2) General Fund Accounts Combining Schedules
- 3) Nonmajor Governmental Combining Statements
- 4) Bethany Public Works Authority Combining Schedules

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

material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

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

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

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

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

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

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

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

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

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for



one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

### **Audit Procedures—Compliance**

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Responsibilities of Management for the Financial Statements and Single Audit**

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

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed



to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting standards (GAAS). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAS; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAS; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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



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

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

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

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

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

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

Jake Winkler, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$24,000. Additionally, should a single audit be required under Uniform Guidance, we will charge a fee of \$5,000 for the first two major programs and \$2,500 for each additional program. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is also based on the assistance of Crawford & Associates, P.C. in preparing the City's financial statements. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject



to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

### **Reporting**

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

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

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

### **Cost of Consequential Damages**

Any liability of Arledge & Associates, P.C. and its personnel to the Organization is limited to the amount of the annual fee the Organization paid for this audit engagement as liquidated damages.

The Organization agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the Organization agree to be bound. Arledge & Associates, P.C. and the Organization will share any cost of mediation equally.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Arledge & Associates, P.C.



---

RESPONSE:

This letter correctly sets forth the understanding of the City of Bethany, Oklahoma.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_



**Agenda: 06/06/2023**  
**Item: 8**  
**BPWA Item: 3**

**BETHANY CITY COUNCIL**  
**BETHANY PUBLIC WORKS AUTHORITY**

From: Elizabeth Gray, City Manager  
Date: May 31, 2023  
Subject: ARPA Water Meter Automation Project Permission to Advertise for Bids

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 and service lines in the City of Bethany with new automated meters. This replacement project will initially focus on the oldest parts of town. The City was 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.

On February 21, 2023, City Council approved the contract for Engineering services and design to TEIM Design.

TEIM Design now requests permission to advertise for bids.

RECOMMENDATION

1. Approval to advertise for bids for the ARPA Water Meter Automation Project to replace aging water meters and service lines in the City of Bethany.

ADDITIONAL COMMENTS





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

May 30, 2023

City of Bethany  
Ms. Elizabeth Gray  
6700 NW 36<sup>th</sup> Street  
Bethany, Oklahoma 73008

Re: Request Permission to Advertise for Bids for the ARPA Water Meter Automation Project

Dear Ms. Gray,

We are requesting permission to advertise for bids the ARPA Water Meter Automation Project. This project will replace aging water meters and service lines in the City.

The project schedule is as follows:

Advertise for bids on June 7<sup>th</sup>, 2023, and June 14<sup>th</sup>, 2023, in the Journal Record.

OWRB consider project approval June 20<sup>th</sup>, 2023.

Pre-bid meeting June 21<sup>st</sup>, 2023 at 10:00 am.

Open bids June 29<sup>th</sup>, 2023 at 10:00 am.

City Council consider award of the project on July 18<sup>th</sup>, 2023 (Pending project approval by OWRB June 20<sup>th</sup>, 2023).

Anticipated project completion April 30<sup>th</sup>, 2024.

Should you need additional information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'S Manek', written over a light blue horizontal line.

Steve Manek, PE

Attachments: Construction Plans and Specifications

**SPECIFICATIONS**

for

**WATER METER AUTOMATION IMPROVEMENTS**

for the  
**CITY OF BETHANY**  
**OKLAHOMA**

**OWRB Project No. ARP-23-0069-G**



**BY:**

**TEIM DESIGN, PLLC**  
**3020 NW 149<sup>th</sup> Street**  
**Oklahoma City, OK 73134**  
**Telephone: (405) 752-1122**  
**Fax: (405) 752-8855**

**TEIM Design, PLLC Project No. ET424-08**

**May, 2023**

APPROVAL SHEET

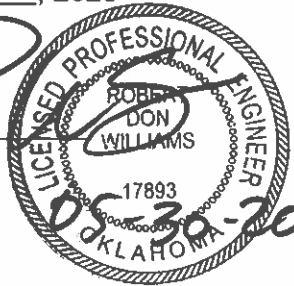
WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 30<sup>th</sup> DAY OF May, 2023

[Signature]  
Robert Don Williams, P.E.



## NOTICE TO BIDDERS

Notice is hereby given that the City of Bethany will receive sealed bids in the **Office of the City Clerk, located at Bethany City Hall, 6700 N.W. 36<sup>th</sup> Street, Bethany, Oklahoma, 73008** until **10:00 a.m. on Thursday the 29<sup>th</sup> day of June, 2023**, for the construction of:

### **WATER METER AUTOMATION IMPROVEMENTS CITY OF BETHANY, OKLAHOMA**

Bids shall be made in accordance with the Notice to Bidders, Requirements for Bidders, Plans, Specifications, and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk and are made a part of this notice as fully set forth herein and copy of which may be obtained from TEIM Design, PLLC, 3020 Northwest 149<sup>th</sup> Street, Oklahoma City, Oklahoma 73134 upon deposit of **\$50.00 per set**, all of which will be retained. All bids shall remain on file at least ten (10) days thereafter before a contract shall be made and entered into thereon.

Bids shall also be made in accordance with the prevailing hourly rates of wages (if applicable) for this locality and project as determined by the Commissioner of Labor and filed with the Secretary of State, a copy of which prevailing hourly rate of wages is made a part of this notice by reference as though fully set forth herein

Bids received more than twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened.

A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder.

The City of Bethany reserves the right to reject any or all bids. Bids will be opened at **10:00 a.m. on Thursday the 29<sup>th</sup> day of June, 2023**, in the **City Hall Building, 6700 N.W. 36<sup>th</sup> Street, Bethany, Oklahoma 73008**.

**A mandatory pre-bid conference will be held at the City Hall Building, 6700 NW 36<sup>th</sup> Street, Bethany, Oklahoma 73008 on Wednesday, June 21<sup>st</sup>, 2023, at 10:00 a.m.** Attendance at the pre-bid conference *is* mandatory.

---

City Clerk

## Information for Bidders

This project is to be financed by the ARPA grant program managed by the Oklahoma Water Resources Board (OWRB) and shall be referred to as Project No. ARP-23-0069-G. The following requirements and regulations must be complied with:

- A. Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical handicap Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended.
- B. Each bidder must fully comply with the requirements, terms, and conditions of the Environmental Protection Agency's Disadvantaged Business Enterprise Requirements, which have been adopted for the OWRB ARPA program, and include employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. Requirements are contained in OWRB's Guidance and Procedures, ARP-267. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms, and conditions of these bid conditions by submitting a properly signed bid.
- C. **If the total project cost exceeds \$10,000,000 (ten million dollars)** Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and 29 CFR parts 1,3, and 5. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. More information is available at [https://www.dol.gov/agencies/whd/governmentcontracts/ construction](https://www.dol.gov/agencies/whd/governmentcontracts/construction) and <http://www.sam.gov/>
- D. System for Award Management (SAM) registration is required for all Applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to receive funds from the ARPA program. SAM replaced the Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). Registrants must retain an active status to be eligible for ARPA funding. Applicants and Awardees can go to SAM.gov to complete the registration process.

Bidders must satisfy themselves of the accuracy of estimated quantities in the bid proposal by review of the Plans and Specifications, including any existing addenda, and by examination of the project site. Once a bid is submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities or the nature of work to be performed. The failure or omission of any

bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

Prior to bidding, the Owner shall provide to the bidders all pertinent information that delineates and describes the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the product. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of the contract.

Each bid exceeding \$100,000 must be accompanied by a Bid Bond for five percent of the total amount of the bid and payable to the Owner. A certified check may be used in lieu of the Bid Bond. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsive, responsible bidders. The bid securities of the successful bidder and the two remaining unsuccessful bidders will be returned upon Owner's approval of the successful bidder's executed certificate of insurance and construction bonds.

Construction bonds (Performance, Statutory, and Maintenance) in the amount of 100 percent with a corporate surety approved by the Owner will be required for the faithful performance of the contract. Attorneys-in-fact who sign bid and construction bonds must file with each bond a certified and effective dated copy of their Power-of-Attorney.

The Owner shall award a contract to the lowest, responsive, responsible bidder or bidders within thirty (30) calendar days after bid opening. The Owner may extend the award period not to exceed fifteen (15) calendar days by formal recorded action and for good cause. The time may be extended further by mutual agreement between the Owner and the bidder per O.S. Title 61 Section 111, Public Competitive Bidding Act of 1974 (PCBA).

The Notice of Award shall be accompanied by the necessary contract, bonds, and insurance. In the event of failure of the bidder to execute the contract, the Owner may consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner. The party to whom the contract is awarded will be required to execute the contract and obtain the construction bonds (Performance, Statutory and Maintenance) and certificate of insurance within 60 calendar days (not to exceed 60 days) from the date when the Notice of Award is delivered to the bidder. The time may be extended further by mutual agreement between the Owner and the bidder per O.S. Title 61 Section 113 (PCBA).

With an acceptable contract, bonds and certificate of insurance signed by the party to whom the Contract was awarded, the Owner shall sign the contract and return to such party an executed duplicate. Should the Owner not execute the contract within the agreed upon period, the bidder may by written notice withdraw the signed contract. Such notice of withdrawal shall be effective upon its receipt by the Owner.

The Owner shall issue the Notice to Proceed after the execution of the contract, approval of bonds and certificate of insurance. If the Notice to Proceed has not been issued within the agreed upon period, the contractor may terminate the contract without further liability on the part of either party. The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidders fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted. Tied bids are non-restrictive, and in order for a tied bid to be accepted it must be lower than the sum of low separate bids. All applicable laws, ordinances, rules, and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. The successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within public rights-of-way.

When using alternate bids, they will be listed in numerical order, with the highest priority being number one, the second highest priority being number two, etc. The lowest bidder will be determined by comparing all bids that contain the selected alternates and computing the total value of the base bid plus the alternates.

All bidders and owners shall comply with the Oklahoma PCBA of 1974.

The awarded bidder shall supply the names and addresses of all subcontractors and material suppliers when required to do so by the Owner.

To avoid bypassing of raw sewage during construction, the contractor shall submit a plan to the owner for approval. This is a water meter automation project and by-pass of raw sewage should not occur.

The Contractor will be required to begin work within 10 calendar days of the date shown on the Notice to Proceed. The time for completion is 270 calendar days. Liquidated damages will be \$300.00 per calendar day.

In the event of a conflict between the Plans and the Specifications, the Specifications will govern.

The following items, included in this Bid Packet, shall be submitted along with the bid: Bid Proposal, Bid Bond, Non-Collusion Affidavit, Business Relationship Affidavit, Contractor's Statement about Equal Opportunity (ARP-211), Contractor's Certificate of Non-Segregated Facilities (ARP-212), Sub-Contractor's Certificate of Non-Segregated Facilities (ARP-212a), Bidder's/Supplier's List (ARP-249), Subcontractor Performance form (ARP-6100-3), Subcontractor Utilization form (ARP-6100-4) and DBE documentation (if applicable).

The consulting engineer is TEIM Design, PLLC. The consulting engineer's contact person for this project Robbie Williams with phone number (405) 752-1122.

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ARP-6100-3 DBE Subcontractor Performance Form.....	SPF-1 – SPF-2
ARP-6100-4 DBE Subcontractor Utilization Form.....	DBESUF -1 – DBESUF-2

## ATTACHMENTS

ARP-6100-2 DBE Subcontractor Participation Form  
 Disadvantaged Business Enterprise Program (DBE) Guidance (ARP-267)  
 Appendix A: Project Owner, Prime Contractor and Sub-Contractor Responsibilities  
 Appendix B: Title 40 Part 33 Subpart C – Good Faith Efforts  
 Appendix C: Resource Listing and Contact Information for Utilization of Minority and Women's  
 Business Enterprises  
 Project Sign Requirements

Technical Specification – Water Meter Automation Improvements

## **GENERAL PROVISIONS**

## GENERAL PROVISIONS

### DEFINITION OF TERMS

**2.01 - Definitions.** Wherever the words, forms or phrases herein define, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

**A.A.S.H.T.O.** - The American Association of State Highway Transportation Officials.

**ADVERTISEMENT** - All of the legal publications pertaining to the work contemplated or under contract.

**A.S.T.M.** - The American Society for Testing Materials.

**AWARD** - The decision of the City to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefore specified or otherwise required by law.

**BIDDER** - Any person or persons, partnership, company, firm or corporation acting directly through a duly authorized representative submitting a proposal for the work contemplated.

**CALENDER DAY** - Any day of the year.

**CITY** - City of Bethany, Oklahoma, a Municipal Corporation, acting through its duly authorized representatives or agents.

**CITY AUDITOR** - The City Auditor of the City or their duly authorized assistants or agents.

**CITY BUILDING DEPARTMENT** - The City Building Department.

**CITY CLERK** - The City Clerk of the City, or their duly authorized assistants or agents.

**CITY MANAGER** - The Manager of the City.

**CITY TREASURER** - The City Treasurer of the City, or their duly authorized assistants or agents.

**CONSTRUCTION BOND** - The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the plans, specifications and terms of the contract.

**CONTRACT** - The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to the Contractors, Proposals, Bonds, Specifications, including special Provisions, plans or working drawings and any supplemental agreements pertaining to the work or materials therefor.

**CONTRACTOR** - The persons or persons, partnership, company, firm or corporation entering into contract for the execution of the work acting directly through a duly authorized representative.

**COUNCIL** - The Council of the City.

**DEVELOPER** - The owner of a tract of land that has been subdivided into lots, blocks, streets, and alleys having street improvements made in accordance with these specifications by private contract.

**DIRECTOR OF PUBLIC WORKS** - The person acting within the scope of duly delegated authority.

**ENGINEER** - City Engineer or his duly authorized agents acting severally within the scope of the particular duties entrusted to them.

**EXTRA WORK** - Any work performed by the Contractor not provided for by the plans.

**FURNISH** - To supply.

**MAINTENANCE BOND** - The approved form of security furnished by the Contractor and his surety as a guarantee that he will maintain the work constructed by him, against any failure due to defective material or workmanship.

**MAJOR PAY ITEM** - Any item having an original contract value in excess of 10 percent of the original contract amount shall be considered as a major item or items. All other items shall be considered minor items.

**MAYOR** - The Mayor of the City and Chairman of the City of Bethany Works Authority.

**MOBILIZATION** - Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred, prior to beginning work on the various items on the project site. Payment for same will be made as provided for in the Special Provisions.

**MUNICIPAL COUNSELOR** - The Municipal Attorney of the City or his duly authorized assistants or agents.

**OWNER** - The owner is that person or agency contracting for the proposed improvements.

**PLAN OR PLANS** - All of the drawings pertaining to the contract and made a part thereof, including such supplemental drawings as the Engineer may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations", or for showing details not shown thereon.

**PROPOSAL** - The written statement or statements duly filed with the City Clerk or the person or persons, partnership, company, firm or corporation proposing to do the work contemplated.

**PROPOSAL FORM** - The approved form on which the formal bids for the work are to be prepared and submitted.

**PROPOSAL GUARANTY** - The security, designated in the "proposal form" and in the Advertisement, to be furnished by the bidder as a guarantee of good faith to enter into a contract with the City and to execute the required bonds for the work contemplated after the work is awarded to him and as liquidated damages in event of failure to do so.

**PROVIDE** - To furnish and erect or install.

**SPECIAL PROVISIONS** - The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they are in conflict.

**SPECIFICATIONS** - The directions, provisions and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the kinds, quantities or qualities of materials to be furnished under the contract and methods of measurement and basis of payment.

**STATUTORY BOND** - The approved form of Surety furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for material and labor used in the construction of the work, as provided by law.

**SUBSTANTIAL COMPLETION** - The term "substantial completion" means that the work, structure, or facility has been made suitable for occupancy or use, and is in condition to serve its intended purpose, but may require minor miscellaneous work or adjustment.

**SURETY OR SURETIES** - The Corporate body which is bound by such bonds as are required with and for the Contractor and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

**THE WORK** - All construction activities included within the scope of the plans and specifications, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the contract.

**WORKING DAY** - Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Engineer for at least six (6) hours, toward completion of the work, unless work is suspended for causes beyond the Contractor's control, provided that Saturdays, Sundays, and legal holidays on which the Contractor's forces do engage in regular work will be considered as working days. A weekly schedule of working days charged to the job shall be submitted to the Engineer for his concurrence.

## **REQUIREMENTS FOR BIDDERS**

**2.02 - Requirements.** The items noted in this section apply to and become part of the terms and conditions of the Proposal and Detailed Proposal as though they were included in their entirety. Any exceptions must be in writing.

**2.03 - Content of Proposal Forms.** Bids must be submitted on the Proposal Form and Detailed Proposal Form as appropriate. Said forms will be provided by the City and will state the general location and description of the contemplated work and will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked. The Proposal Form will state the time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a non-collusion affidavit.

**2.04 - Interpretation of Plans and Specifications.** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents.

**2.05 - Examination of Documents and Site of the Work.** Bidders are advised that the plans and specifications of the Engineer on file with the City Clerk shall constitute all the information which the City will furnish. No other information given by the City or any official thereof prior to the execution of the contract shall ever become a part of or change the contract, plans or specifications or be binding on the City. Bidders are required, prior to submitting any proposal, to read carefully the specifications, the proposal, contract and bond forms; to examine carefully all estimates officially opened for examination and all plans on file with the City Clerk; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion and obtain all information required to make an intelligent proposal. It is mutually agreed that submission of a proposal will be evidence that the bidder has made the examination and investigations required herein.

**2.06 - Preparation and Filing of Proposal.** Bids and affidavits must be made in duplicate and filed in sealed envelopes within the time limit for receiving proposals, as stated in the Notice to Bidders, which envelopes shall bear a legible notation thereon "PROPOSAL" and the name of the project. The copies shall be filed with the City Clerk in the Municipal Building or as directed by the Notice to Bidders. All blank spaces in the proposal forms shall be correctly filled in and the bidder shall state the prices, typewritten or written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. All prices shall be distinct and legible. In cases of conflict between the Proposal and Detailed Proposal, the unit prices specified on the Detailed Proposal shall govern.

If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is

made by a company or corporation, the company or corporate name and the State under the laws of which said company or corporation is chartered and the business address must be given and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or others to sign proposals must be properly certified and must be in writing and on file with the City Clerk.

2.07 - Proposal Affidavit. The bidder must execute the sworn statement found on the Proposal that the person signing the Proposal executed said Proposal in behalf of the bidder therein named and that he had lawful authority to do so, and that said bidder has not directly or indirectly entered into any agreement, express or implied, with any other bidder or bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any bid or the subject matter of the bid or of the profits thereof, and that he has not and will not divulge said sealed bid to any person whomever except those having a partnership or other financial interest with him in said bid, until after the said sealed bids are opened.

2.08 - Proposal Guaranty. Proposals will not be considered unless the original filed with the City Clerk is accompanied by a bidder's bond or certified or cashier's check in the required amount, made payable to the Treasurer of the City. The proposal guaranty shall be in the amount of five (5) percent of the total amount of the bid unless otherwise provided in the Advertisement or Special Provisions. The proposal guaranty is required as evidence of good faith and as a guarantee that if awarded the contract, the bidder will execute the contract and furnish the required bonds within the required time and as liquidated damages in event of failure to do so.

2.09 - Withdrawal of Proposals. Any bidder upon his or his authorized representative's written request, or by telegram to the City Clerk will be given permission to withdraw his proposal not later than the time set for opening thereof. After other proposals are opened and read, the proposal for which withdrawal is requested in a timely manner will be returned unopened.

2.10 - Opening of Proposals. The proposals filed with the City Clerk will be opened at the time stated in the advertisement and shall thereafter remain on file in the office of said City Clerk for 48 hours before any contract will be entered into, based on such proposal.

2.11 - Irregular Proposals. Any bid proposal that shows any omission, alteration of form, addition or condition not called for in any unauthorized bid proposal shall be deemed irregular; however, the City reserves the right to waive technicalities and make the award in the best interest of the City.

2.12 - Rejection of Proposals. The City reserves the right to reject any or all proposals and all proposals submitted are subject to this reservation. Proposal may be rejected for any of the following specific reasons:

- A. Proposals received before or after the time limit for receiving proposals as stated in the advertisement.
- B. Proposal prices obviously unbalanced.
- C. Total proposal price above the Engineer's estimate of total cost.
- D. Proposals that are incomplete insofar as the Non-Collusion Affidavit, required signatures, or containing any material irregularities.

- E. Failure to submit Proposal Guaranty.
- F. Bidder not pre-qualified unless pre-qualification is waived by the City of Bethany.
- G. Any other irregularity.
- H. Any bidder not pre-qualified with the City of Oklahoma City.

2.13 - Disqualification of Bidder. Bidders may be disqualified and their proposals not considered for any of the following specific reasons:

- A. Where more than one proposal for an individual, firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect.
- B. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated or materials to be furnished.
- C. Reason for believing that collusion exists among the bidders.
- D. The bidder being in arrears on any existing contracts, interested in any litigation against the City or having defaulted on a previous contract.
- E. Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.
- F. Uncompleted work which, in the judgment of the City, will hinder or prevent the prompt completion of additional work, if awarded.
- G. Any other matter which comes to the attention of the City which, in the sole discretion of the City, would cast reasonable doubt upon bidder's ability to perform the contract.
- H. Any bidder not pre-qualified with the City of Oklahoma City.

### **AWARD AND EXECUTION OF CONTRACT**

2.14 - Consideration of Proposals. After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximated estimate. Until the final award of the contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interests of the City will be promoted thereby.

2.15 - Award of Contract. The City reserves the right to withhold the award of the contract for a period of time not to exceed thirty (30) days unless mutually agreed upon from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low bidder. The low bidder must submit a financial statement. The awarding of the contract shall give the bidder no right of action or claim against the City upon such contract until the execution of the contract shall have been completed and the contract delivered to the Contractor.

2.16 - Return of Proposal Guaranty. As soon as the proposal prices have been compared, the City may, at its discretion, return the proposal quantities accompanying proposals which in its judgment would not be considered in making the award. Should the awarding of the contract be delayed more than thirty (30) days, all bidders' checks will be returned unless such delay is from causes beyond the control of the City, and in such event the proposal and bidder's check, of any bidder, will be returned at the bidder's option.

2.17 - Surety Bonds. With the execution and delivery of the contract, the Contractors shall furnish and file with the City in the amounts herein required, the following surety bonds:

- A. A good and sufficient Construction Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing the full and faithful execution of the work and performance of the contract.
- B. A good and sufficient Statutory Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvement.
- C. A good and sufficient Maintenance Bond will be required for a period of **two (2) years** for all improvements from the date of final acceptance of the project(s) by the City. Said bond shall be in the sum as stated on the Maintenance Bond Form.

All bonds shall be acceptable to the Owner. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the state of Oklahoma and conforming to the requirements of the City and acceptable to the City of Bethany. Each bond shall be executed by the Contractor and the Surety.

2.18 - Execution of Contract. The person or persons, partnership, company, firm or corporation to whom a contract is awarded shall within seven (7) days after such award sign the necessary agreements entering into the required contract with the City and execute and deliver the required bonds.

No contract shall be binding on the City until it has been approved by the City Attorney, executed by the City of Bethany and delivered to the Contractor.

2.19 - Failure to Execute Contract. Upon failure of the bidder to execute the required bonds or to sign the required contract within seven (7) days after the contract is awarded, he will be considered to have abandoned his proposal and the City may annul the award. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the City would be put by reason of said bidder's failure to execute said bonds and contract within seven (7) days, the proposal

guaranty accompanying the proposal shall be an agreed amount of damages which the City will suffer by reason of such failure on the part of the bidder and shall thereupon be retained by the City as liquidated damage. The filing of a proposal will be considered as an acceptance of this provision.

## **SCOPE OF WORK**

**2.20 - Intent of Plans and Specifications.** The intent of the plans and specifications is to prescribe a complete scope of work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

**2.21 - Design, Drawing and Instructions.** It is agreed that the Owner will be responsible for the adequacy of design and sufficiency of the Drawings and Specifications. The Owner, through the Engineer, or the Engineer and the Owner's representative, shall furnish drawings and specifications which adequately represent the requirements of the work to be performed under the Contract. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. Drawings and specifications which adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The Engineer may, during the life of the Contract, issue additional instructions, by means of drawings or other media, necessary to clarify the work or illustrate changes in the work.

**2.22 - Special Provisions.** Should any work or any conditions which are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

**2.23 - Increased or Decreased Quantities of Work.** Where the quantity of a major pay item in this contract is an estimated quantity and where the actual quantity of such pay item varies more than fifteen percent (15%) above or below the estimated quantity stated in this contract, as it may hereafter be modified, an equitable adjustment in the contract unit price shall be made upon demand of either party. If the quantity variation is such as to cause an increase or decrease in the time necessary for completion, the contract shall be increased or decreased on a basis commensurate with the amount and difficulty of the modified work.

**2.24 - Alterations of Plans and Specifications.** The City reserves the right to make such changes in the plans and in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

**2.25 - Extra Work.** When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, but only when and as ordered in writing by the Engineer and with the prior approval of the City of Bethany.

Payment of extra work will be made as hereinafter provided.

**2.26 - Final Cleaning Up.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

## **CONTROL OF THE WORK AND MATERIALS**

**2.27 - Authority of Engineer.** The Engineer shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

**2.28 - Detail Shop and Working Drawings Furnished by Contractor.** The Contractor shall submit to the Engineer for approval, such additional shop and working drawings of structures or equipment as may be required, and prior to the approval of such drawings by the Engineer, any work done or materials ordered shall be at the Contractor's risk. The contract price shall include the cost of furnishing such drawings.

**2.29 - Conformity with Plans. Allowable Deviations.** All work shall conform to the lines, grades, cross-sections and dimensions accomplished by change orders prepared by the Engineer. All change orders shall be in writing, and shall, except in case of emergency, be approved by the City of Bethany before the work is commenced. Where an actual emergency exists, wherein the delay caused by submitting the change order to the City of Bethany for approval would jeopardize the interest of the City or the public, the Engineer may approve the change order in writing. However, change orders approved by the engineer under the circumstances outlined above shall be submitted to the City for consideration at its next regular meeting.

- A. Change orders submitted to the City of Bethany for approval shall bear the approval of the Engineer and shall be prepared in three copies, distributed as follows:
1. One (1) copy to the City;
  2. One (1) copy of the Contractor;
  3. One (1) copy to the Engineer.
- B. Change orders shall include the following:
1. Complete detail of the work contemplated.
  2. Estimated cost of the work as originally planned and as contemplated by the Change Order.
  3. Complete justification.
  4. Statement as to whether the prices shown are contract bid prices or agreed prices.
  5. Statement by the Contractor that he is willing to perform the work at the prices shown.
  6. Increase or decrease in contract working time.

**2.30 - Changed Conditions.** Should the Contractor encounter or the Engineer discover during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in this contract or unknown physical conditions at the site, of any unusual

nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Engineer shall be promptly notified in writing of such conditions before they are disturbed, or when discovered by the City, the Contractor shall be notified in writing of such conditions.

The Engineer will thereupon promptly investigate the conditions and if he finds they do so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the contract, an equitable adjustment will be made and the contract modified in writing accordingly.

2.31 - Coordination of Plans, Specifications, Proposal and Special Provisions. The plans, these specifications, the proposal, Special Provisions, and all supplementary documents are intended to describe a complete scope of work and are essential parts of the contract. All requirements occurring in any of them are binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown in the proposal. In the event the Contractor or Engineer discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the other.

2.32 - Cooperation of Contractor. Six sets of plans and specifications will be furnished the Contractor. The Contractor shall have a set of plans and specifications available at all points where a separate construction crew is working.

The Contractor shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work at all times who is fully authorized as his agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his representative.

The Contractor and his Superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work.

2.33 - Cooperation of Engineer. The Engineer shall give to the work the consistent attention necessary to facilitate the program thereof, and he shall cooperate with the Contractor and his Superintendents and with other contractors in every way possible. The Owner shall provide a competent Inspector available at all times who is fully authorized as his agent on the work. Such Inspector shall be capable of reading and thoroughly understanding the plans and specifications.

2.34 - Construction Stakes. The Engineer will furnish the Contractor with control points for each line; however the Contractor shall be responsible for establishing all lines, grades, and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. Such control points as the Engineer may set for either his own or the Contractor's guidance shall be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor or his employees resulting in the destruction of such control points, an amount equal to the cost of replacing the same may be invoiced to the Contractor at the option of the Engineer.

2.35 - Source of Supply and Quality of Materials. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only so long as the quality of said material remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated by dirt or any other foreign substance during its delivery and handling shall not be used in the work.

2.36 - Samples and Tests of Materials. Where, in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by, and at the expense of the City, unless otherwise provided. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory. The Contractor in all cases shall furnish the required samples without charge. All tests shall be made by a laboratory designated by the City.

In all cases where the Engineer orders tests or inspections to be made by a testing laboratory, the costs of the tests shall be borne by the Owner, except as otherwise provided herein.

Testing shall be done only on written order of the Engineer on test order forms provided by the City; unless otherwise provided. Nothing in these specifications shall be construed as requiring a specific number of tests to be made; the minimum schedule of satisfactory tests, listed herein, will be furnished by the Engineer and performed by a testing laboratory designated by the City.

The reference made herein to the A.S.T.M. and A.A.S.H.T.O. are to establish a standard for quality of material, and shall not be construed as requiring tests for compliance with these specifications except on the written order of the Engineer as provided above.

A satisfactory test is defined as being a test which shows that the quality of the materials or workmanship meets the requirements of the specifications. Where tests reveal that the quality of the materials or workmanship does not meet the requirements of the specifications, additional tests shall be made as directed by the Engineer until the number of satisfactory tests called for in the schedule have been made. The reports of the tests shall constitute the evidence referred to above.

The Engineer may order tests in addition to the number provided for in the schedule to be made if, in his opinion, such additional tests are necessary. The cost of all tests ordered, in addition to the number of satisfactory tests provided for in the schedule, which show that the materials or workmanship conform to the specifications shall be paid for by the Owner.

All such tests which reveal that the materials or workmanship do not conform to the specifications shall be paid for by the Contractor.

2.37 - Storage of Materials. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection.

2.38 - Inspection. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the Engineer requires, the Contractor shall at any time before acceptance of the work, remove and uncover such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portion of the work to the condition required by the specifications.

Should the work thus exposed on examination prove acceptable, the cost of uncovering or removing and replacing of the covering, or making good the parts removed will be paid for as "Extra Work". Should the work so exposed or examined prove unacceptable, the cost of covering or removing and the placing of the coverage, or making good of the parts removed shall be at the Contractor's expense, provided that where ample notice of the intention to complete or cover up the work was not given by the Contractor to the Engineer, then the cost of the uncovering or removing and the replacing of the covering, or making good of the parts removed shall be borne by the Contractor regardless of whether or not the work examined proved acceptable or unacceptable. Any work done or material used without suitable supervision or inspection by the Engineer may be ordered removed and replaced at the Contractor's expense.

2.39 - Removal of Defective and Unauthorized Work. All work which has been rejected or condemned shall be repaired, or, if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of the work.

Work done without lines and grades having been given; work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided; work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and, at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due to the Contractor. If the Engineer and City deem it in-expedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefor.

2.40 - Correction of Work After Final Payment. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

2.41 - Final Inspection. The Engineer shall make final inspection of all work included in the contract or any portion thereof.

## **LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC**

**2.42 - Laws to be Observed.** The Contractor shall keep fully informed of all Federal and State Laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders, and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, safety code, regulation, order, or decree, whether by himself or by his employees.

**2.43 - Permits and Licenses.** The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary for the lawful prosecution of the work. When the Contractor has filed a contract with the City, the City agrees to waive all incidental permits and fees.

**2.44 - Patented Devices, Materials and Processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.

**2.45 - Sanitary Provisions.** All sanitary laws and regulations of the City and of the state of Oklahoma shall be strictly complied with.

**2.46 - Public Convenience and Safety.** Materials stored about the work shall be so placed and the work shall at all times be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. Detours and routes are to be furnished by the City, or such will be set forth in proposal as a bid item. Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the materials excavated nor the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants; water valves; gas valves; manholes for electric, telephone, telegraph, or traffic signal conduits, sewers; or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-four (24) hours notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and in either case, the cost of such work done by the City shall be deducted from moneys due or to become due the Contractor. The Contractor shall notify the Fire Department headquarters when any street is closed or obstructed and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus.

When the Contractor is required to construct temporary culverts or bridges or make other arrangements for crossing over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

**2.47 - Privileges of Contractor in Streets, Alleys, or Rights-of-way.** For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delay in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with space that may be designated to be left free and unobstructed, nor

inconvenience occupants of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. Any additional grounds desired by the Contractor for his use shall be provided by him at his own expense.

2.48 - Railway Crossings. When the work encroaches upon the right-of-way of any railway, the City will secure for the Contractor all the necessary contracts, easement, or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs, or other structures for the safe operation of trains or cars across any excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs, or other structures shall be paid to the railway company by the Contractor. The price shall be the stated allowance as shown in the bid proposal. The Contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing, and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

2.49 - Protection of the Public and of the Work. The Contractor shall continuously maintain reasonable protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall reasonably protect adjacent private and public property as required by Law and the Contract Documents.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, light, and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Engineer, such action is justified. The Contractor's responsibility of the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project shall have been accepted by the City.

2.50 - Use of Explosives. Should the Contractor elect to use explosives to loosen rock or for any other purpose in the prosecution of the work, he shall obtain the required permits and the written permission of the Engineer before any blasting is done, but neither the issuance of said permits, the granting of said permission nor any other act, requirements, or condition contained in these specifications, nor any order, direction, or approval given by the Engineer or any other official or employee of the City shall be construed as requiring or directing the use of any explosive or as accepting any liability for any injury or damage to persons or property resulting from such usage. No blasting shall be done unless an Inspector is present and the Contractor shall notify the City Building Department when he is ready to begin any blasting work.

All necessary precautions shall be taken by the Contractor as required by the ordinances of the City or the laws of the state of Oklahoma relative to blasting and the necessary provisions shall be made for the protection of the new work and all blasting shall be so conducted as not to endanger persons or property. Only sufficient quantity of explosives necessary for the immediate day's work shall be kept on hand by the Contractor. Storage of caps, exploders, and explosives shall be done strictly in compliance with the orders of the Engineer and the ordinances of the City.

The Contractor shall be responsible for and shall make good any damage caused by blasting or accidental explosions.

The Contractor shall notify the proper representatives of any public service corporation not less than eight (8) hours in advance of any blasting which might cause damage to their property along or adjacent to the work. Wherever explosives are stored, they shall be kept in a safe, secure manner and all storage places shall be plainly marked "Dangerous Explosives", and shall be under the care of a competent watchman at all times.

2.51 - Protection and Restoration of Property. The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement driveways, sidewalks, etc., to all water, sewer, gas, or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage or injury in an acceptable manner.

In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be deducted from any moneys due or to become due the Contractor under his contract.

2.52 - Protection and Preservation of Land Monuments and Property-Line Marks. The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers. Should the Contractor disturb, remove or damage any established land monument or property or street-line mark without first giving the Engineer ample notice, the Engineer may, at his option, deduct the cost of re-establishing such monuments or markers from any moneys due or to become due the Contractor.

2.53 - Responsibility for Damage Claims. The Contractor and his surety shall defend, indemnify, and save harmless the City and/or City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect, or misconduct of the said Contractor, or by or on account of any claim or amounts, or from any claims or amounts arising or recovered under the Workmen's Compensation Law, or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered

necessary by the City may be retained for the use of the City or in case no money is due, his surety shall be held until such suits or suit, action or actions, claim or claims for injury or damage as aforesaid shall have been finally settled and satisfactory evidence to that effect furnished to the City.

2.54 - Contractor's Claim for Damages. Should the Contractor claim compensation for any alleged damage by reason of the acts or omissions of the City, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Engineer setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such damage and upon request shall give the Engineer access to all books of account, receipts, vouchers, bills of lading, and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

2.55 - Public Utilities and Public Property to be Changed. In case it is necessary to change or move the property of any owner of a public utility, such owner will, upon proper application by the Contractor, be notified by the Engineer to change or move such property within a specified time, and the Contractor shall not interfere with such property until ordered so to do by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the contract premises for the purpose of making such repairs or changes of their property that may be necessary by performance of the contract. The City shall have the privilege of entering upon the limits of the contract premises for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing culverts or storm drains, and for making other repairs, changes, or extensions to any City property.

2.56 - Temporary Sewer and Drain Connections. When existing sewers must be taken up or removed, the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or sewer inlets. He shall also take care of all sewage and drainage which will be received from the rains, sewers, and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipe, or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connection shall be kept in service and maintained under the contract, except where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

2.57 - Arrangement and Charge for Water Furnished by the City. If the Contractor desires to use City water, he shall pay the rate established by City ordinance for such service and he shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

2.58 - Use of Fire Hydrants. The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

2.59 - Contractor's Responsibility for the Work. Until final written acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to un-foreseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy or governmental authorities.

2.60 - Personal Responsibility of Public Officials. In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability to the Contractor, its agents, employees, subcontractors, or independent contractors upon the Engineer or his authorized assistants, either in person or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

2.61 - Waiver of Legal Rights. Inspection by the Engineer or by any of his duly authorized representatives or any order, measurement, or certificate by the Engineer, of any work or any extension of time or any possession taken by the City, shall not operate as a waiver of any provisions of the contract or any power therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover by process of law sums as may be sufficient to correct any error or errors or make good any deficiency in the work resulting from such error or deficiency, dishonesty, or collusion discovered in the work after the final payment has been made.

2.62 - Contractor's Insurance. The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and such insurance has been approved by the City, nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved.

2.63 - Compensation and Death Liability Insurance. The Contractor shall maintain and provide to the City evidence of maintenance during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the state of Oklahoma and Employer's Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for all his employees employed at the site of the project, and, in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the Contractor shall provide, and shall cause each sub-contractor to provide adequate insurance for the protection of his employees not otherwise protected.

2.64 - Public Liability and Property Damage Insurance.

A. Contractor's Insurance

1. The Contractor and/or Sub-contractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by his sub-contractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:
2. Bodily Injury Liability in the amount of not less than \$500,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident and an aggregate limit of \$1,000,000.00.

B. Owner's Insurance

1. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:
2. Bodily Injury Liability in an amount not less than \$500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, and an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident an aggregate limit of \$1,000,000.00

C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.

D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

2.65 - Proof and Carriage of Insurance. The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

2.66 - Transportation Tax. Under provisions of Section 3475(b) of the Internal Revenue Code, as amended, the state of Oklahoma, its agencies and political subdivisions are exempt from payment of the transportation tax levied by Sub-Section (a) of Section 3475, in either of the following cases:

- A. When the property (equipment, goods, materials, etc.) is consigned to the State, its agencies, or political subdivisions, or
- B. When such property is consigned to the State, its agency or political sub-division in care of the Contractor.

If it is the policy of the City to take advantage of the savings afforded by the above-mentioned exemption, the Contractor agrees to comply with the following:

In determining the cost of material and computing freight charges do not include Federal transportation of property tax. Section 3475(b) of the Internal Revenue Code, as amended, exempts the City from this tax. The successful bidder will be furnished an appropriate exemption certificate form by the contracting authority, and will be authorized to have all shipments of construction materials and equipment entering into this contract consigned to the City in care of himself, thereby enabling him to take advantage of the above-mentioned exemption.

NOTE: Said exemption will not apply to shipments of fuel, lubricants, spare parts or items of construction equipment belonging to the Contractor which will not be incorporated in the construction project and which will not become the property of the City.

2.67 - Third Party Liability. It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injury or property damage pursuant to the terms or provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

## **PROSECUTION AND PROGRESS**

2.68 - Subletting of Work. The City will not recognize any subcontractor on the work. The Contractor shall, at all times when work is in operation, be represented either in person or by a qualified superintendent or other designated representative. If the Contractor sublets the whole or any part of the work to be done under this contract, he will not, under any circumstances, be relieved of his responsibility and obligations. All transactions of the Engineer shall be with the Contractor. Sub-contractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

2.69 - Assignment of Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of the contract or his right, title or interest in or to the same or any part thereof without the previous consent of the Engineer in writing, approved by the City of Bethany and concurred in by the Surety. If the Contractor does, without such previous consent, assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof to any person or persons, partnership, company, firm, or corporation, or by bankruptcy, voluntary or involuntary, or by assignment under the insolvency laws of any state, attempt to dispose of the contract, or make default in or abandon said contract, then the contract may, at the option of the City, be revoked and annulled unless the Surety shall successfully complete said contract and any moneys due or to become due under said contract shall be retained by the City as liquidated damages for the reason that it would be impracticable and extremely difficult to fix the actual damages.

2.70 - Prosecution of Work. The Contractor shall begin the work to be performed under the contract within the time limit stated in the advertisement, proposal and contract, and shall conduct the work in such a manner and with sufficient equipment, materials and labor as is necessary to insure its completion within the time limit set forth in the advertisement, proposal, and contract. Should the prosecution of the work for any reason be discontinued by the Contractor, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

2.71 - Limitation of Operations. The contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer, the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before the work is started on any additional section.

2.72 - Character of Workmen and Equipment. The Contractor shall employ such superintendents, foremen, and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer, then the Engineer may withhold all estimates which are or may become due or may suspend work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Engineer may take action as above prescribed. In the employment of labor, preference shall be given, other conditions being equal, to bona-fide residents of the City but no other preference or discrimination among citizens of the United States shall be made.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress. The low bidder must submit a list of all equipment owned by the Contractor. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory working condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

2.73 - Day's Work. Contractor shall observe all state laws and City ordinances governing the hours of work.

2.74 - Time of Commencement and Completion. The Contractor shall commence work within the time specified in the advertisement, proposal and contract and the rate of progress shall be such that the whole work will be performed and the premises cleaned up in accordance with the contract, plans and specifications within the time limit, where such time limit is stated in the advertisement, proposal and contract, unless an extension of time be made in the manner hereinafter specified.

2.75 - Extension of Time of Completion. The Contractor shall be entitled to an extension of time, as provided herein only when claim for such extension is submitted to the Engineer in writing by the Contractor within seven (7) days from and after the time when any alleged cause of delay shall occur and then only when such claim is approved by the Engineer and the City of Bethany. In adjusting the contract time for the completion of the projects, all strikes, lockouts, unusual delays in transportation or any condition over which the Contractor has no control and also any suspensions ordered by the Engineer for causes not the fault of the Contractor shall be excluded from the computation of the contract time for completion of the work. If the satisfactory execution and completion of the contract should require work or materials in greater amount or quantities than those set forth in the contract, then the contract time shall automatically be increased in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowance shall be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

2.76 - Failure to Complete Work on Time. The time of completion is of the essence to the contract. For each working day that any work shall remain uncompleted after the time agreed upon in the proposal and the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increase time granted by the City for the completion of said work, the sum per day given in the following schedule, unless otherwise specified in the proposal or Special Provisions, will be deducted from the moneys due the Contractor, not as a penalty but as liquidated damages.

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages Per Day</u>
Less than \$5,000.00	\$50.00
\$5,000.00 and less than \$15,000.00	\$75.00
\$15,000.00 and less than \$25,000.00	\$100.00
\$25,000.00 and less than \$50,000.00	\$150.00
\$50,000.00 and less than \$100,000.00	\$200.00
\$100,000.00 and over	\$300.00

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

2.77 - Temporary Suspensions. The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work.

If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary.

The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

2.78 - The Owner's Right to Terminate Contract. If the Contractor should file or have filed against a petition in bankruptcy, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the contract as determined by the Engineer, then the Owner, upon the Certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default shall be certified by the Engineer.

2.79 - Termination of Contract. The contract will be considered fulfilled, save as provided in any bond or bonds or by law, when all the work has been completed, the final inspection made by the Engineer, and final acceptance and final payment made by the City.

## **PAYMENT**

2.80 - Payment for Extra Work. The extra work done by the Contractor, as authorized and approved by the Engineer and the City of Bethany, will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the Contractor as payment in full and for all labor, materials, tools, equipment and incidentals, and all superintendents' and timekeepers' services, all insurance and all other overhead expense incurred in the prosecution of the extra work.

Payment for extra work will be made by one or more of the following methods:

- A. Unit prices agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.
- B. A lump sum price agreed on in writing by the Engineer and the Contractor and approved by the City before said work is commenced, subject to all other conditions of the contract.
- C. The hours and rates of labor and equipment and costs of materials used each day shall be submitted to the Engineer in a satisfactory form on the succeeding day and shall be approved by him or adjusted at once.

Payment for extra work is to be handled in the same manner as regular progress payments. The Contractor shall, on or before the 10th day of the month succeeding that in which any extra work shall have been performed, file with the Engineer his claim and an account giving the itemized cost of such work and shall give the Engineer access to all accounts, bills, and vouchers relating thereto.

2.81 - Partial Payment. Each month, the Engineer shall prepare and deliver to the City a statement showing as completely as practicable the total value of all work done by the

Contractor up to and including the first day of the preceding month. This statement shall also include the value of all materials which meet the requirements of the specifications which have been delivered to and remain unused at the site of the work, and the quantity of which is within that needed for the completion of the work.

2.82 - Final Completion and Acceptance. Within thirty (30) days after the Contractor has given the Engineer and the City written notice that the work has been completed or substantially completed in accordance with the plans and specifications, the Engineer shall issue to the City and to the Contractor his Certificate of Completion or in the case of substantial completion, the Engineer shall issue his Certificate of Substantial Completion; and thereupon it shall be mandatory that the City within thirty (30) days issue a Certificate of Acceptance of the work to the Contractor. The time duration of any post-completion warranties made under the terms of this contract shall extend from the date of the Certificate of Acceptance by the Engineer.

2.83 - Final Payment. On or before the 10th day after the date of the certificate of completion or the Certificate of Substantial completion, the Engineer shall have made final measurements and shall have prepared a final statement of the value of all the work performed and materials furnished under the terms of this agreement, and shall have certified the final statement of the City and to the Contractor. The entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable on or before the 15th day after the date of the Certificate of Completion or Certificate of Substantial Completion, subject to the procedure adopted by the City for processing claims.

Before issuance of final payment, the Contractor shall furnish to the Engineer and to the City, a sworn statement that he has paid for all of the materials, labor, equipment rentals, sub-contracts, and other expenses that form a part of this work, provided, however, that if he has contracts with any of the above which require payment only after receipt of payment from the City, such sworn statement shall except such obligations. Any materialmen, suppliers, equipment dealers, or sub-contractors who have not been paid in full shall be listed upon the sworn statement, showing the name and address, kind and amount of work done or material supplied, and the balance remaining due to such sub-contractor or supplier.

The City, upon receipt of a schedule showing that all the bills have not been paid as provided herein, may either hold the funds until such bills have been paid by the Contractor, or issue payment jointly to the Contractor and supplier or sub-contractor, as shown on said schedule.

The acceptance by the Contractor of the last payment, as aforesaid, shall operate as and shall be a release to the City from all claims or liability under the contract for anything done or furnished or relating to the work under the contract or for any act or neglect of said City relating or connected with the contract.

2.84 - Hourly Wage Rate. Not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and filed with the Secretary of State, a copy of which shall be attached hereto and made a part hereof (if applicable), shall be paid to any workmen employed on this project.

## **SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

### GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to **WATER METER AUTOMATION IMPROVEMENTS FOR THE CITY OF BETHANY, OKLAHOMA**. The bid schedule contains further information identifying the work to be completed. Each particular item of work is described in some detail in the specifications. Throughout the specifications, types of materials may be specified by manufacturer's name or catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the phrase "or approved equal", except that the burden is on the bidder to prove such equality. If the bidder elects to do this, he must request the Engineer's approval in writing to substitute such items for the specified item, stating the cost difference involved with supporting data, and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. All materials shall be new, unless specifically approved by the Engineer in writing.

### PROJECT DURATION

The work shall be commenced ten (10) days from the date on which a Work Order is issued and completed with a 270 calendar days. Liquidated damages shall begin after this date. Amount of liquid damages is stated in the General Provisions.

### INSURANCE

The Contractor shall purchase and maintain insurance in accordance with the General Provisions.

### LAWS AND ORDINANCES

- A. All work performed under this contract shall be in full accordance with the laws and ordinances pertinent to such work. In case of any conflict wherein the methods or standards of installation or materials specified do not equal or exceed the requirements of the laws or ordinances, the laws or ordinances shall govern. All items required by the laws or ordinances but not specified or shown on the drawings shall be furnished without extra charge as if shown on specifications, plans and drawings.
- B. The words "laws and ordinances" as used herein shall mean all local, state, or national codes, laws, ordinances, standards, rules, or regulations of any nature which are in any way pertinent to, or regulatory over, the work covered by this section of the specifications.

### TESTING

All tests shall be in accordance with the General Provisions and Standard Specifications. Costs of all tests on materials which meet specifications shall be borne by the City. Costs of all tests on materials which do not meet specifications shall be borne by the Contractor.

## INTERPRETATION OF PLANS AND SPECIFICATIONS

The plans, these specifications, the proposal, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer at least five days before incurring any expense thereunder. Failure to so request shall be a complete defense to and waiver of any claim for damages by the Contractor.

## RIGHTS-OF-WAY

The necessary rights-of-way for the structures will be provided by the City. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use care in placing construction tools, equipment, excavated materials, pipeline materials, and supplies so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer.

Any additional temporary construction right-of-way required shall be obtained by the City. The additional temporary right-of-way must be obtained prior to entering upon the property and doing any work.

## FIELD CHECK OF EXISTING STRUCTURES

It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, equipment, or other existing items affected by or affecting the work under this contract. This shall be done prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the Information for Bidders which requires that each bidder visit the site of the work to familiarize himself with the arrangement and condition of existing construction.

The Contractor shall be solely responsible for determining the extent and costs of all removal and salvage operations. Any delay or extra expense to the Contractor due to encountering construction, piping, or equipment not shown or in locations different from those indicated on the plans shall not constitute a claim for extra work, additional payment, or damages.

## PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveway, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition as determined and approved by the Engineer, whether within or outside the Owner's right-of-way. All replacements shall be made with new materials. The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the work or any part of it thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

## WATER

All water that is required in connection with the work to be done under this Contract will be furnished in the vicinity of the site, by the Owner, provided:

- A. The Contractor shall procure such water in the location and in the manner designated by the Engineer.
- B. The Contractor at his own expense shall make authorized connections and provide means for delivering the water to the work site.
- C. The Contractor shall pay the established rate in accordance with the General Provisions if required by the City.

## CONNECTIONS WITH EXISTING PIPELINES

Where connections are made between new work and existing pipelines, such connections shall be made in a thorough and workmanlike manner and to the satisfaction of the Engineer. Each connection with an existing water line shall be made at a time and under conditions as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations without damage to adjacent property. Water main installation specifications adopted by the City are included or referenced in the specifications for use in this project as applicable.

## ELECTRIC SERVICE FOR CONSTRUCTION

Construction power may be obtained from the City facilities at points where service is available. Approval of points of connections, size of loads that can be connected at connection points, and type of connection shall be obtained from the Engineer and Public Works Superintendent. The Contractor, at his sole expense, will provide any additional electrical distribution to any point in the project area where electrical power is required beyond the points where electrical power is available and provided by the Owner. The Contractor will reimburse the City for such electrical service in accordance with a negotiated schedule if required by the City.

## QUALIFICATION REQUIREMENTS

To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

Evidence of Bidder's authority to do business in the state where the Project is located. Bidder's state or other contractor license number, if applicable.

Subcontractor and Supplier qualification information; coordinate with provisions as defined in this document under, "Subcontractors, Suppliers, and Others."

A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

No requirement these documents for required information to submit will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

A requirement is a Class D water liscence with the City of Oklahoma City to install the new meters and a plumbing liscence for connections to all piping on the back private side of the meter.

The Contractor shall keep on the work during its progress a competent, qualified general superintendent and any necessary assistants, all satisfactory to the City and the Engineer. The General Superintendent shall not be changed without consent of the City and the Engineer unless he proves to be unsatisfactory to the Contractor and ceases to be in his employ. The General Superintendent shall represent the Contractor in his absence, and shall have complete authority to make decisions requiring immediate action. All directions given to him by the Engineer shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The General Superintendent shall coordinate the work of the subcontractors and be responsible for all their activities. The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

## PROJECT LOCATION

As shown on the construction plan project location map.

## QUANTITY

The City of Bethany, Oklahoma does not guarantee any specific quantities of items. All listed quantities are estimated only. Claims will be processed to cover work as it is completed during the contract period. Bids are to establish unit prices only.

## AMOUNT

This contract will be awarded for the base bid amount.

## BASIS OF PAYMENT

Payment for items will be as shown in the detailed proposal.

## AWARD OF CONTRACT

Award of contract shall be to the lowest and best total bid.

## APPROVAL OF MATERIALS

Immediately after the contract is signed and before ordering materials, the Contractor shall make written request to the Engineer for and obtain his approval of the use of any materials, construction, etc., other than those mentioned as standard in the specifications or so indicated on the drawings and obtain his approval of materials, construction, etc., proposed for use when "approved" materials or work are specified without mentioning any standard by name.

The terms "approved" or "approved equal" shall mean approved by the Engineer. Approval shall be based on performance specifications, availability of fully manned maintenance facilities within 100 miles of the site, and manufacturer's experience as further specified herein. Manufacturers must have at least five (5) years experience with five (5) functionally satisfactorily completed systems in this state unless otherwise specified. Sub-contractors and suppliers shall make all requests for approval through the Contractor.

Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' products will be accepted, provided sufficient information is submitted to allow the Engineer to determine that the proposed products are equivalent to those named. Such items shall be submitted for approval by the procedure set forth in the General Provisions. The words "or equal", although possibly not indicated after each proprietary specification, are implied as a result of the preceding statements in this paragraph.

## INSTALLATION OF EQUIPMENT

- A. The Contractor shall be responsible for the installation, including the foundations, of all equipment, operating under the technical supervision of the manufacturer's representatives to the extent that supervision has been stipulated or is advisable to obtain proper results. All equipment not under the manufacturer's supervision of erection shall be installed in strict accordance with the manufacturer's instructions. The cost of all technical supervision shall be borne by the Contractor.
- B. Utmost care shall be used in the installation of all equipment to ascertain that no item of equipment is under any strain due to piping connections or for any other reason and that all equipment is placed in true alignment.
- C. If the Contractor furnishes equipment which will not fit or adapt itself to the structures as laid out, then all necessary structural changes or additions required by the Engineer shall be made at the Contractor's expense. The Engineer's decision as to any changes or additions to the structures, in order that the equipment will function properly or for its proper installation and economical use, will be final and conclusive.

## OPERATING DATA AND PROCEDURES INFORMATION

Prior to final acceptance of the project, the Contractor shall furnish the Engineer with four (4) copies of catalogs, parts lists, a recommended spare parts list, operation and maintenance instructions and any other pertinent and useful information for all major items of equipment. This information and data will be incorporated into an instruction manual for future reference covering the operation and maintenance of the facility.

## GUARANTEE

The Contractor shall guarantee the work for the length of time as set forth below and shall leave the work in acceptable condition. Neither the final certificate nor payment nor any provisions in the contract documents shall relieve him of responsibility for negligence or faulty materials or workmanship within the extent and period provided; and upon written notice from the Engineer or the Owner, he shall remedy any defects due thereto and pay all expenses for any damages to other work resulting therefrom.

A Maintenance Bond will be required for all improvements, for a period of one (1) year from the date of final acceptance of the project by the City. Said bond shall be in the sum equal to one hundred percent (100%) of the Contract Price for the first year and fifteen percent (15%) for every year thereafter.

## CLEAN-UP

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees, and debris of any kind. He shall leave the site of the work in a neat and orderly fashion as close as possible to its original condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

Immediately before final acceptance of the work as a whole, the Contractor shall clean all buildings, structures, etc., of all foreign matter. All brick, stone, metal or concrete surfaces shall be cleaned of all mortar, splashed concrete, stains, etc., and left in a neat, clean, workmanlike manner, to the satisfaction of the Engineer.

## REMOVAL OF EQUIPMENT

All equipment designated for removal under this contract shall be transported to a location designated by the Engineer.

## MATERIALS AND WORKMANSHIP

All materials shall be new, of the best grade of their respective kinds, free from all defects, and of the quality specified. The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of the City shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only, so long as the quality of said materials remains equal to the requirements of the City. The Contractor shall furnish approved materials from other sources if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material which has become

mixed with or coated with dirt or any other foreign substances during its delivery and handling shall not be used in the work.

The workmanship shall be in all respects of the highest grade, and all construction shall be done by skilled technicians according to the best practice of the trade. All interface measurements and connections shall be the sole responsibility of the Contractor.

In general, all labor, material, equipment, operations, and procedures in these specifications shall be in conformance with the American Water Works Association Standards and Oklahoma State Health Department Standards for Construction of Water and Sanitary Sewer Lines. These specifications are intended to supplement these standards to fit the needs or conditions expected to be encountered. The A.W.W.A. and Oklahoma Department of Environmental Quality Standards shall be considered as part of these specifications and shall be in effect with respect to this project.

#### REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be satisfactorily repaired, it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of work.

Work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, will be done at the Contractor's risk and will be considered unauthorized, and at the option of the Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

Upon the failure of the Contractor to satisfactorily repair or to remove and replace, if so directed, any rejected, unauthorized or condemned work or materials immediately after receiving notice from the Engineer, the Engineer shall, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due or to become due the Contractor. If the Engineer and City deem it in-expedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

#### CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility of faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

#### MEASUREMENT AND PAYMENT

The method of measurement and basis of payment for each item shall be as stipulated in the Proposal and include work sheets specified.

Percentage of work completed shall be indicated for each pay item.

The Contractor or his authorized representative at the end of each work day or as otherwise approved by the Engineer, shall establish and agree upon, with the inspector, the amount of those quantities which cannot be measured when the job is completed. These quantities are to be entered in the inspector's daily report and shall be the basis for the final estimate.

#### WAGE RATES

See OWRB Information to Bidders.

#### PRE-BIDDING INSPECTION OF SITE

Contractor shall visit the City of Bethany and familiarize himself with all conditions affecting his work and include in his bid an amount sufficient to cover all work.

#### BID REJECTION

The City of Bethany reserves the right to reject any part of the bid or reject all bids.

#### RETAINAGE

Pursuant to paragraphs 2 and 3 of the contract, the retainage will be 5% for the project.

#### REMOVE AND REPLACE FENCES

If it is necessary for the Contractor to remove and replace fences at certain locations along the construction alignment, all fences that are moved or disturbed by construction operations shall be replaced or repaired in place in their original condition as soon as possible after the construction is completed. The cost of removal and replacement of fences shall be included in the cost for other pay items or included in the lump sum bid price.

#### BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals; shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be renewed as often as necessary to keep the work substantially covered. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with these requirements will result in the Engineer shutting down the work until the Contractor shall have provided the necessary protection.

#### PROTECTION OF EXISTING STRUCTURES

The Contractor shall provide all necessary sheeting, shoring, and other bracing and supports to protect improvements adjacent to the construction. This work shall be incidental and shall not be paid for separately but shall be included in the unit price bid for other items.

## TREE REMOVAL

All trees lying within the temporary construction easement area or private property shall not be removed or damaged. Any damage to trees resulting from construction activities will be the responsibility of the Contractor.

## SUB-SURFACE CONDITIONS

No additional payments will be made for the excavation of sandstone or shale encountered in trench excavations. When the foundation is hard material, the hard material shall be removed to a depth not less than six (6) inches below grade. The material removed below grade shall be replaced with Crushed Rock Cradle material thoroughly compacted in place to the Finish Grade Elevation.

NOTE: The Contractor shall satisfy himself to the condition of the subsurface and shall include cost for any difficulties in bid price of other items.

## LAYOUT OF WORK AND SURVEYS

- A. The Engineer will establish control points at the site of the work.
- B. From the control points established by the Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Engineer may require to meet changed conditions or as a result of necessary modifications to the contract work.
- C. The Contractor shall furnish at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work from the control points established by the Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Engineer until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence removed or altered prior to their authorized removal, they may be replaced by the Engineer, at his discretion, and the expense of replacement will be charged to the Contractor. The Engineer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of work.

## PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement, driveways, sidewalks, etc., to all water, sewer, gas or electric lines, or appurtenance thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, and company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. He shall be responsible for all damage or injury to property or any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be

released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of non-execution thereof, on the part of the Contractor, he shall restore at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage for injury in an acceptable manner.

#### SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Construction shall conform to the City of Oklahoma City Standard Specifications for Construction of Public Improvements. See special provision technical for Water Meter Automation Improvements.

#### TRAFFIC CONTROL

All traffic control shall be installed in accordance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD).

## **CONTRACT AND BONDS**

**CONSTRUCTION CONTRACT**

This Contract is made and entered into on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and \_\_\_\_\_ a(n) \_\_\_\_\_, hereinafter called "Contractor."

**WITNESSETH:**

WHEREAS, in accordance with the Charter of the City of Bethany and the Public Competitive Bidding act of 1974, 61 Okla. Stat. §§ 101 et seq. (hereinafter collectively referred to as "local and state law"), the City has caused to be prepared certain plans, specifications, and other bidding documents (the "Bidding Documents") for the work hereinafter described; and,

WHEREAS, in accordance with local and state law, the City has approved and adopted all of said Bidding Documents and has caused a Solicitation for Bids to be given and advertised and has received sealed bids for the furnishing of all labor and materials for:

**WATER METER AUTOMATION IMPROVEMENTS**

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of the Bidding Documents; and,

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

\_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_).

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein. The Contractor 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.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)
4. Payments to Contractor. The City shall make payments to the Contractor only after approval of the City Council. Contractor's invoice must be accompanied by signed affidavit as required by Oklahoma Statutes.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Hold Harmless. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Bethany from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the project itself, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts.
7. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

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

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

9. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
10. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
11. Binding Effect. This Contract binds the parties and any successors and assigns of the parties. The contract becomes effective only upon submission of a signed and notarized non-collusion affidavit.
12. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

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

The City of Bethany,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
Mayor's Signature

\_\_\_\_\_  
Date

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor

a(n) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Secretary and/or Witness

**NON-COLLUSION AFFIDAVIT**

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State of Oklahoma                    )  
  ) ss.  
County of \_\_\_\_\_                )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Bethany, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Bethany, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

**CONSTRUCTION BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of Oklahoma, hereinafter referred to as the Government, in the full and just sum Of

\_\_\_\_\_ for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following municipal work and improvement, viz:

**WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for the erection and construction of said work and improvement all in compliance with the plans and specifications therefor, made a part of said contract and on file in the office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if the said Principal, \_\_\_\_\_ shall fully and faithfully execute the work and perform said contract according to its terms, conditions and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of THE CITY OF BETHANY and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by sub-contract or otherwise; and shall protect and save harmless the said Government and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm or corporation by reason of negligence of the Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Principal, or his or its agents, servants, or employees; and shall protect and save the Government harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

\_\_\_\_\_

Secretary

By

Principal

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Secretary

By

Surety

\_\_\_\_\_

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

City Attorney

\_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of \_\_\_\_\_, such sum being equal to the contract amount for a period of one (1) year and thereafter for a period of one (1) year for the sum of \_\_\_\_\_, such sum being not less than 15% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between \_\_\_\_\_ and the CITY OF BETHANY dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, agreed to construct in the City of Bethany:

**WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the City Clerk of the City of Bethany; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of **two (2) year** from the date of acceptance of the completed project by the CITY OF BETHANY.

NOW, THEREFORE, if the said Principal shall pay or cause to be paid to the Authority all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years** from and after acceptance of said project by the Authority; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or materials for a period of **two (2) years** and at any time repairs shall be necessary that the cost of making repairs shall be determined by the CITY OF BETHANY, or some person(s) designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

\_\_\_\_\_

Secretary \_\_\_\_\_

By

Principal \_\_\_\_\_

\_\_\_\_\_

ATTEST:

Secretary \_\_\_\_\_

By

Surety \_\_\_\_\_

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_.

\_\_\_\_\_  
City Attorney

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of \_\_\_\_\_, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

The conditions of this obligation are such, that whereas, the above Bonded Principal \_\_\_\_\_ is the lowest and best bidder for the making of the following municipal work and improvements, viz:

**WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

NOW, THEREFORE, if the said Principal, shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental of machinery and equipment as may be furnished by a sub-contractor or to the person or persons contracting with this Authority within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By \_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By \_\_\_\_\_  
Surety

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_  
City Attorney

LIST OF DOCUMENTS REQUIRED FOR THIS BID

**WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA  
TEIM Design, PLLC Project No. ET424-08**

The Bidder is responsible for reviewing this list of required documents and any requirements of the General Provisions and assuring that each and every required document is properly completed, signed, and submitted with the Bid. Forms and Affidavits should be completed and submitted in accordance with provisions of the "Signature Requirements for Bidding Documents." Bids not submitted in accordance with these requirements will be recommended for rejection.

**DOCUMENTS REQUIRED FOR THIS BID**

Bid Form  
Detailed Bid Form (if provided in the Bidding Documents)  
Bid Bond  
Anticollusion Affidavit  
Affidavit of Surety  
Business Relationship Affidavit  
Certificate of Non-Discrimination  
OWRB Affidavits  
Equal Opportunity Clause (ARP-211) and Non-Segregated Facilities (APR-212 and ARP 212a)  
ARP-249 Bidders/Supplier List  
ARP-6100-3 Subcontractor Performance Form  
ARP-6100-4 DBE Subcontractor Utilization Form

For the purpose of determining that a bid is properly submitted, Bidder should submit the properly completed and executed documents listed on this page. Bidder should also review the General Provisions and the Special Provisions for any other required documents. Failure to submit a document required in the General or Special Provisions may be cause for rejection of the bid. However, the contracting public entity reserves the right to require timely submission of document(s) required in the Special Provisions.

Forms Not in Packet. If an item is listed on this page or in the Special Provisions and the form is not included in this packet, it is the Bidder's responsibility to obtain the form from the Office of the City Clerk for The City of Bethany or such other office noted in the Notice to Bidders.

Forms to be Used. Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of these forms may invalidate the Bid.

**BID FORM**

Project Number: **TEIM Design, PLLC Project No. ET424.08**

Description: **WATER METER AUTOMATION IMPROVEMENTS**

**CITY OF BETHANY, OKLAHOMA**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

To the Mayor and Council of the **City of Bethany**:

Gentlemen:

The undersigned, as bidder, declares that before preparing this Bid, the Bidder read carefully the Requirements for Bidders, and the general and detailed Plans and Specifications, the Bid Form and Affidavits and Certificates and any other documentation or information to be submitted, and has examined the form of the Contract and the several Bonds, and that the bidder is familiar with and able to comply with all the provisions of the same and with all the requirements of the complete Contract to be entered into and Bonds to be executed. Said bidder proposes and agrees to furnish all labor, materials, and equipment, and to perform all operations necessary to complete the work as required by said Contract Documents for the Total Bid Price of:

Total Bid Price:

(\$ \_\_\_\_\_).

**THIS PROJECT IS SALES TAX EXEMPT. DO NOT INCLUDE SALES TAX.**

Said Bidder acknowledges receipt of addenda numbers \_\_\_\_\_ issued during the time of bidding and has included the several changes in this Bid.

In submitting the Bid, it is understood that the right is reserved by the **City of Bethany** to reject any and all bids, and it is agreed that this Bid may not be withdrawn for a period of sixty (60) days after date of filing same. Said Bidder proposes and agrees that if his Bid is accepted, the Bidder will enter in to the contract with the **City of Bethany**, and properly submit the required Bonds within seven (7) days after acceptance of his Bid and the award to the Bidder.

Bidder hereby agrees to commence work within ten (10) days after the Work Order is issued by the **City of Bethany** and completed as stated in the Special Provisions. We herewith enclose Bidder's Bond, or Certified Check, or Cashier's Check in the amount of \$ \_\_\_\_\_ as required in the Contract Specifications.



**WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA**

DETAILED BID FORM						
Item Number	Lot Name	Title	Quantity	Unit	Unit Price	Total Price
1	Base Bid	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1	lump sum		
2	Base Bid	SEDIMENT AND EROSION CONTROL	1	lump sum		
3	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (2 INCH CONNECTION)	24	each		
4	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (2 INCH CONNECTION)	16	each		
5	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (3 INCH CONNECTION)	2	each		
6	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (4 INCH CONNECTION)	100	each		
7	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (4 INCH CONNECTION)	102	each		
8	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (6 INCH CONNECTION)	127	each		
9	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (6 INCH CONNECTION)	90	each		
10	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (8 INCH CONNECTION)	84	each		
11	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (8 INCH CONNECTION)	125	each		
12	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (12 INCH CONNECTION)	17	each		
13	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (12 INCH CONNECTION)	10	each		
	Base Bid	TRAFFIC CONTROL	1	lump sum		
14	Base Bid	MOBILIZATION AND PROJECT MANAGEMENT	1	lump sum		
15	Base Bid	TWO (2) AMI NETWORK DATA COLLECTION UNITS COMPATIBLE WITH PROPOSED AMI END POINTS, METERS, AND SOFTWARE, FURNISHED AND INSTALLED	1	lump sum		
16	Base Bid	COST FOR 15 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK	697	each		
				TOTAL BASE BID		

**BETHANY 2023 SANITARY SEWER IMPROVEMENT PROJECT  
CITY OF BETHANY, OKLAHOMA**

**CONTRACTOR'S AFFIDAVITS AND CERTIFICATES  
(TO BE INCLUDED IN BID PACKET)**

**BID BOND**

**WATER METER AUTOMATION IMPROVEMENTS  
CITY OF BETHANY, OKLAHOMA  
TEIM Design, PLLC Project No. ET424.08**

5% BID BOND, CERTIFIED OR CASHIER'S CHECK \$ \_\_\_\_\_

TOTAL BID \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work shall commence within **ten (10) calendar days** after the Work Order is issued by the **City of Bethany** and completed as required by the Contract.

(SEAL) if Corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

By \_\_\_\_\_  
Agent

\_\_\_\_\_  
Address

Affidavits Attached

**ANTICOLLUSION  
AFFIDAVIT**

The following affidavit is submitted by Bidder as a part of this bid and proposal:

STATE OF OKLAHOMA     )  
  ) SS:  
COUNTY OF OKLAHOMA    )

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder; that bidder has **not** directly or indirectly entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or bids or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the said bid or bids are opened.

Deponent further state that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Bethany, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

Signed \_\_\_\_\_  
  Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**AFFIDAVIT OF SURETY**

\_\_\_\_\_  
Date

City of Bethany, Oklahoma

Gentlemen:

\_\_\_\_\_ is currently bidding or is desirous of bidding work for the City of Bethany and this is to advise you that based upon information we have at this time, we are willing to execute bonds for this company on construction contracts for the City of Bethany up to the sum of \$\_\_\_\_\_.

In the past, we have handled bonding requirements for this company in the amount of \$\_\_\_\_\_.

In the event information comes to our attention which would change the bonding ability of this firm, we will advise you of such change.

We are attaching a copy of our Power of Attorney.

\_\_\_\_\_  
Name of Company of Agency

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Address

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF OKLAHOMA     )  
  ) SS:  
COUNTY OF OKLAHOMA    )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party of the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none of the business relationships hereinabove mentioned exists, affiant should so state.)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, age, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County Clerk of the County of Oklahoma setting forth provisions of this section.
  
2. In the event of the Contractor's noncompliance with this non-discrimination clause, the contract may be canceled or terminated by the Oklahoma Tax Commission. The Contractor may be declared by the Oklahoma County Commission ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
  
3. The Contractor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above-stated clauses and agree to abide by its requirements.

\_\_\_\_\_  
Contractor

ATTEST:

\_\_\_\_\_  
Secretary

**OWRB AFFIDAVITS**

State of \_\_\_\_\_ ss.

County of \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the \_\_\_\_\_ (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_

If none of the business relationship herein above mentioned exists, affiant should so state.

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_

**Bidder's Statement about: Equal Opportunity Clause (ARP-211)**

Mark one:

- I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.
- I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

- I will obtain a similar statement from any proposed subcontractor(s), when appropriate.

**Bidder's Statement about: Non-Segregated Facilities (ARP-212 and ARP-212a)**

- I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause.

**Bidder's Statement about: Bonds**

- I hereby certify that I will obtain and provide a Bid Bond along with my Bid.
- I hereby certify that, in the event of being awarded a Contract, I will provide a Performance Bond for 100% of the contract amount.
- I hereby certify that, in the event of being awarded a Contract, I will provide a Statutory/Payment Bond for 100% of the contract amount.
- I hereby certify that, in the event of being awarded a Contract, I will provide a Maintenance Bond for at least 1 year after construction completion, and 100% of the contract amount

Bidder's Statement about: **sam.gov registration**

Mark **one**:

- I have registered in SAM.gov and my status is "active".
- I am not currently registered in SAM.gov, but I will be registered and holding an "active" status prior to the beginning of any construction.

- I certify that I will actively review the SAM.gov status of all of the subcontractors in this work to verify they are registered and their status is "active".

Bidder's Statement about: **Davis Bacon Act**

**If the total project cost exceeds \$10,000,000 (ten million dollars):**

- I hereby certify that all of my employees will be paid according to the Davis Bacon Act.

\_\_\_\_\_  
Name and Title of Prospective Prime Contractor's Representative

\_\_\_\_\_  
Signature of Prospective Prime Contractor's Representative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name and address of Prospective Prime Contractor

## ARP-249 BIDDERS/SUPPLIERS LIST

To be completed by Project Owner with documentation from all bidding Prime Contractors & Subcontractors  
(List of all firms that bid or quote on Prime Contracts and Subcontracts on the project including Services and Supplies)

Project Name: \_\_\_\_\_ OWRB Project Number: ARP-\_\_-\_\_-\_\_

<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Quote/Bid Amount (\$)</b>	
<b>Date:</b>	
<b>Utilized: Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	If <b>utilized</b> and >\$10,000 then ARP 212a form is required (from all subcontractors and suppliers).
<b>DBE: Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	If <b>yes</b> , MBE or WBE? _____ Check one: Construction <input type="checkbox"/> Equipment <input type="checkbox"/> Services <input type="checkbox"/> Supplies <input type="checkbox"/> ARP 6100-3 form is <b>required</b> for all DBEs that bid/quote, even if not utilized. <b>Submit with Bidders List.</b> If <b>utilized submit the following with Bidders List:</b> <ul style="list-style-type: none"> <li>• A copy of the companies MBE or WBE certificate is <b>required</b>.</li> <li>• ARP 6100-4 form is also <b>required</b>.</li> </ul>

<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Quote/Bid Amount (\$)</b>	
<b>Date:</b>	
<b>Utilized: Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	If <b>utilized</b> and >\$10,000 then ARP 212a form is required (from all subcontractors and suppliers).
<b>DBE: Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	If <b>yes</b> , MBE or WBE? _____ Check one: Construction <input type="checkbox"/> Equipment <input type="checkbox"/> Services <input type="checkbox"/> Supplies <input type="checkbox"/> ARP 6100-3 form is <b>required</b> for all DBEs that bid/quote, even if not utilized. <b>Submit with Bidders List.</b> If <b>utilized submit the following with Bidders List:</b> <ul style="list-style-type: none"> <li>• A copy of the companies MBE or WBE certificate is <b>required</b>.</li> <li>• ARP 6100-4 form is also <b>required</b>.</li> </ul>

<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Quote/Bid Amount (\$)</b>	
<b>Date:</b>	
<b>Utilized: Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	If <b>utilized</b> and >\$10,000 then ARP 212a form is required (from all subcontractors and suppliers).
<b>DBE: Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	If <b>yes</b> , MBE or WBE? _____ Check one: Construction <input type="checkbox"/> Equipment <input type="checkbox"/> Services <input type="checkbox"/> Supplies <input type="checkbox"/> ARP 6100-3 form is <b>required</b> for all DBEs that bid/quote, even if not utilized. <b>Submit with Bidders List.</b> If <b>utilized submit the following with Bidders List:</b> <ul style="list-style-type: none"> <li>• A copy of the companies MBE or WBE certificate is <b>required</b>.</li> <li>• ARP 6100-4 form is also <b>required</b>.</li> </ul>

BSL-1

## ARP-6100-3 DBE Subcontractor Performance Form

This form is intended to capture the DBE, subcontractor's, description of work to be performed and the price of the work submitted to the prime contractor. OWRB Financial Assistance Agreement Recipients must require prime contractors to provide this form to their DBE subcontractors.

Subcontractor Name	Project Name
Bid/Proposal No.	Point of Contact
Address	
Telephone No.	Email Address
Prime Contractor Name	Funding Entity Oklahoma Water Resources Board

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

SPF - 1

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

## ARP-6100-4 DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sub>1</sub> subcontractors<sub>2</sub> and the estimated dollar amount of each subcontract. OWRB Financial Assistance Agreement Recipients must require their prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name	Project Name
Bid/Proposal No.	Point of Contact
Address	
Telephone No.	Email address
Funding Entity Oklahoma Water Resources Board	

I have identified potential DBE certified Subcontractors	<input type="checkbox"/> YES	<input type="checkbox"/> NO
--	------------------------------	-----------------------------

If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt.	Currently DBE Certified?

DBE SUF - 1

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

## ATTACHMENTS

## ARP-6100-2 DBE Subcontractor Participation Form

OWRB Financial Assistance Agreement Recipients must require prime contractors to provide this form to their DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the project.

Subcontractor Name	Project Name
Bid/Proposal No.	Point of Contact
Address	
Telephone No.	Email address
Prime Contractor Name	Funding entity Oklahoma Water Resources Board

<b>Contract Item Number</b>	<b>Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies</b>	<b>Amount Received by Prime Contractor</b>



## Disadvantaged Business Enterprise Program (DBE) Guidance (ARP-267)

**Important note:** All OWRB ARPA information can be found at: <https://www.owrb.ok.gov/financing/grant/arpa.php>

The OWRB is administering the State of Oklahoma's ARPA funding for various wastewater and water quality projects. The ARPA program is federally funded, and one of the conditions of federal grant awards is for recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBEs who are small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs).

To ensure compliance with federal DBE requirements, both **Grant Recipients (Project Owners)** and **Prime Contractors** **must** undertake the good faith efforts to provide opportunities for DBE firms to participate in contracts. Federal regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. The Oklahoma Department of Transportation has a Directory of Certified DBE Firms. This directory can be accessed at <https://okdot.gob2g.com/Default.asp>

**Good Faith Efforts:** EPA's Good Faith Efforts for the Clean Water State Revolving Fund (CWSRF) will be used for the OWRB ARPA grant program. The following good faith efforts will apply to all procurement categories involving ARPA funds (See Appendices A& B).

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBE) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

**Please submit all information to:**  
Financial Assistance Division, OWRB  
3800 North Classen Blvd, Oklahoma City, OK 73118  
Phone: 405.530.8800, FAX: 405.530.8900  
<http://www.owrb.ok.gov>

## **Disadvantaged Business Enterprise Program (DBE) Guidance**

**Demonstration of the Six Good Faith Efforts. See Appendices A & B for additional bidding instructions and contract administrative provisions.**

**A: Project Owners are required to create and maintain a bidders list in accordance with Subpart E of Part 33 of EPA's Disadvantaged Business Enterprise Program rule, (§ 33.501(b)).** This requirement will be adopted for projects funded through the OWRB ARPA program. The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, on competitively bid ARPA funded projects. The bidders list must only be kept until the project period for the identified grant has ended. The following information must be obtained from all prime and subcontractors and can be provided on Bidders List (ARP-249):

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE

**B: Project Owners are required to undertake good faith efforts.** Steps 1 through 5 can be utilized during the project planning, design and/or pre-bidding phase, to assure that qualified DBE firms have procurement opportunities in construction, equipment, services, and supplies.

**To provide procurement opportunities to DBE Firms, the Project Owner should undertake the following:**

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts.
- Use listings of certified DBEs from the U.S. Small Business Administration (SBA), Oklahoma Department of Transportation (ODOT), etc., to solicit DBE firms as prime contractors whenever they are potential candidates. Project Owners should advertise in minority, local and regional newspapers.
- Invite DBE firms, where appropriate, to meetings, conferences etc., to inform them of procurement opportunities and develop, where possible, reasonable contract and delivery schedules that encourage and facilitate participation by DBE's. This includes, whenever possible, a minimum of 30 calendar days for bids or request for proposals.
- Determine if a project can be broken down into smaller components/contracts to allow opportunity for DBE firms to bid both as prime-contractors and as sub-contractors.
- For projects broken down into smaller components (e.g., painting, roofing, excavation, pipe laying, etc.,) ensure that the delivery schedules are reasonable.
- Encourage DBE firms, where appropriate, to apply as a consortium of DBEs, when a contract is too large for one of these firms to handle individually.
- **Require prime contractor to complete ARP Form 6100-3 & ARP Form 6100-4** and submit with bid proposal to Project Owner.

**C: Project Owners must require the prime contractor to undertake steps 1 through 5 of the Good Faith Efforts in providing DBE firms opportunity for sub-contracts.**

Project Owner must provide the **DBE Guidance (ARP-267)** and associated forms to Prime Contractors for utilization of DBEs in the bidding documents.

## APPENDIX A: Project Owner, Prime Contractor and Sub-Contractor Responsibilities

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

### **Project Owner Responsibilities:**

- Include OWRB's DBE guidance (ARP-267) in each contract with a primary contractor.
- Employ the six Good Faith Efforts during prime contractor procurement (§33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
  - a) To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
  - b) To provide **ARP form 6100-2 – DBE Subcontractor Participation Form to all DBE subcontractors** (Optional submittal by subcontractors) (§ 33.302(e)).
  - c) To submit **ARP form 6100-3 – DBE Program Subcontractor Performance Form and ARP form 6100-4 – DBE Program Subcontractor Utilization Form with bid package or proposal.** (§ 33.302 (f) and (g)).
  - d) To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
  - e) To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
  - f) To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
  - g) To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
  - h) Provide Project Owner DBE participation achievements with bid proposal – this includes all information necessary for the Owner to complete the **Bidders List (ARP-249)**. The Owner may allow the prime contractor to complete the Bidders List (ARP-249); however, the Owner is responsible for review and submittal.
- Maintain records documenting compliance with the requirements of Title 40 Part 33, including **Bidders List (ARP-249)** and documentation of the good faith efforts (§ 33.301(a)) by the project owner and prime contractor.

### **Prime Contractor Responsibilities:**

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).

- Provide **ARP form 6100-2 – DBE Program Subcontractor Participation Form** and **ARP form 6100-3 – DBE Program Subcontractor Performance Form** to each DBE subcontractor as part of the bid conference and prior to opening of the contractor's bid or proposal (§ 33.302(e) and (f)). Complete **ARP form 6100-4 – DBE Program Subcontractor Utilization Form** (§ 33.302(g))
- Submit to recipient with bid package or proposal the completed **ARP form 6100-4**, plus an **ARP form 6100-3** for each DBE subcontractor used in the contractor's bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Project Owner (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in (§ 33.301) if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in (§ 33.301) even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Provide Project Owner DBE participation achievements with bid proposal. This includes information necessary for Owner's completion of the **Bidders List (ARP-249)**.
- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including **Bidders List (ARP-249)** and documentation of the good faith efforts (§ 33.301(a)) by the project owner and prime contractor.

**Subcontractor Responsibilities:**

- May submit **ARP form 6100-2 – DBE Subcontractor Participation Form** to Debra Bradford, EPA Region 6 DBE Coordinator (§ 33.302(e)). Submitted if concerns with EPA funded project (e.g., termination, late payment, etc.)
- Must complete **ARP form 6100-3 – DBE Program Subcontractor Performance Form** and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

**Summary of ARP Forms**

<i>ARP Form</i>	<i>Requirement</i>	<i>Provided By</i>	<i>Completed By</i>	<i>Submitted To</i>
6100-2: DBE Subcontractor Participation Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors if concerns with EPA funded project (e.g., termination, late payment, etc.)	EPA Region 6 DBE Coordinator, Debora Bradford
6100-3: DBE Subcontractor Performance Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors with Prime Contractor's Signature. Completed when bidding on a job.	Project Owners as part of a bid or proposal package
6100-4: DBE Subcontractor Utilization Form	Project Owners required to have prime contractors complete the form	Project Owners to Prime Contractors	Prime Contractors to indicate the utilization of a DBE.	Project Owners as part of bid or proposal

## **APPENDIX B: TITLE 40 PART 33 SUBPART C—GOOD FAITH EFFORTS**

### **§ 33.102 When do the requirements of this part apply?**

The requirements of this part apply to procurement under ARPA Grant program agreements performed entirely within the United States, whether by a Project Owner or its prime contractor, for construction, equipment, services, and supplies.

### **§ 33.106 What assurances must ARPA Grant program recipients obtain from their contractors?**

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

### **§ 33.206 Is there a list of certified MBEs and WBEs?**

The Oklahoma Department of Transportation has a Directory of Certified DBE Firms. This database can be found at this website: <https://okdot.gob2g.com/Default.asp>.

### **§ 33.301 What does this subpart require?**

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an ARPA Grant program agreement, even if it has achieved its fair share objectives under subpart D of this part:

- a) Ensure DBEs are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBE's, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBE's. For state and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **§ 33.302 Are there any additional contract administration requirements?**

- a) Project Owners must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- b) Its prime contractor must notify Project Owner in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- d) A project owner must require its prime contractor to employ the six good faith efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under §33.301 subpart D above.

- e) A recipient must require its prime contractor to provide **ARP Form 6100-2**—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. **ARP Form 6100-2** gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of **ARP Form 6100-2** directly to the appropriate EPA DBE Coordinator.
- f) A recipient must require its prime contractor to have its DBE subcontractors complete **ARP Form 6100-3**—DBE Program Subcontractor Performance Form. A recipient must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package.
- g) A recipient must require its prime contractor to complete and submit **ARP Form 6100-4**—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.
- h) Copies of **ARP Form 6100-2**—DBE Program Subcontractor Participation Form, **ARP Form 6100-3**—DBE Program Subcontractor Performance Form and **ARP Form 6100-4**—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.
- i) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the Appendix A concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving a grant under federal financial assistance agreement.

**§ 33.410 Can a recipient be penalized for failing to meet its fair share objectives?**

A recipient cannot be penalized or treated by EPA as being in noncompliance with this subpart, solely because its MBE or WBE participation does not meet its applicable fair share objective. However, EPA may take remedial action under § 33.105 for a recipient's failure to comply with other provisions of this part, including, but not limited to, the good faith efforts requirements described in subpart C of this part.

*Source: Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008*

**APPENDIX C: RESOURCE LISTING AND CONTACT INFORMATION  
FOR UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

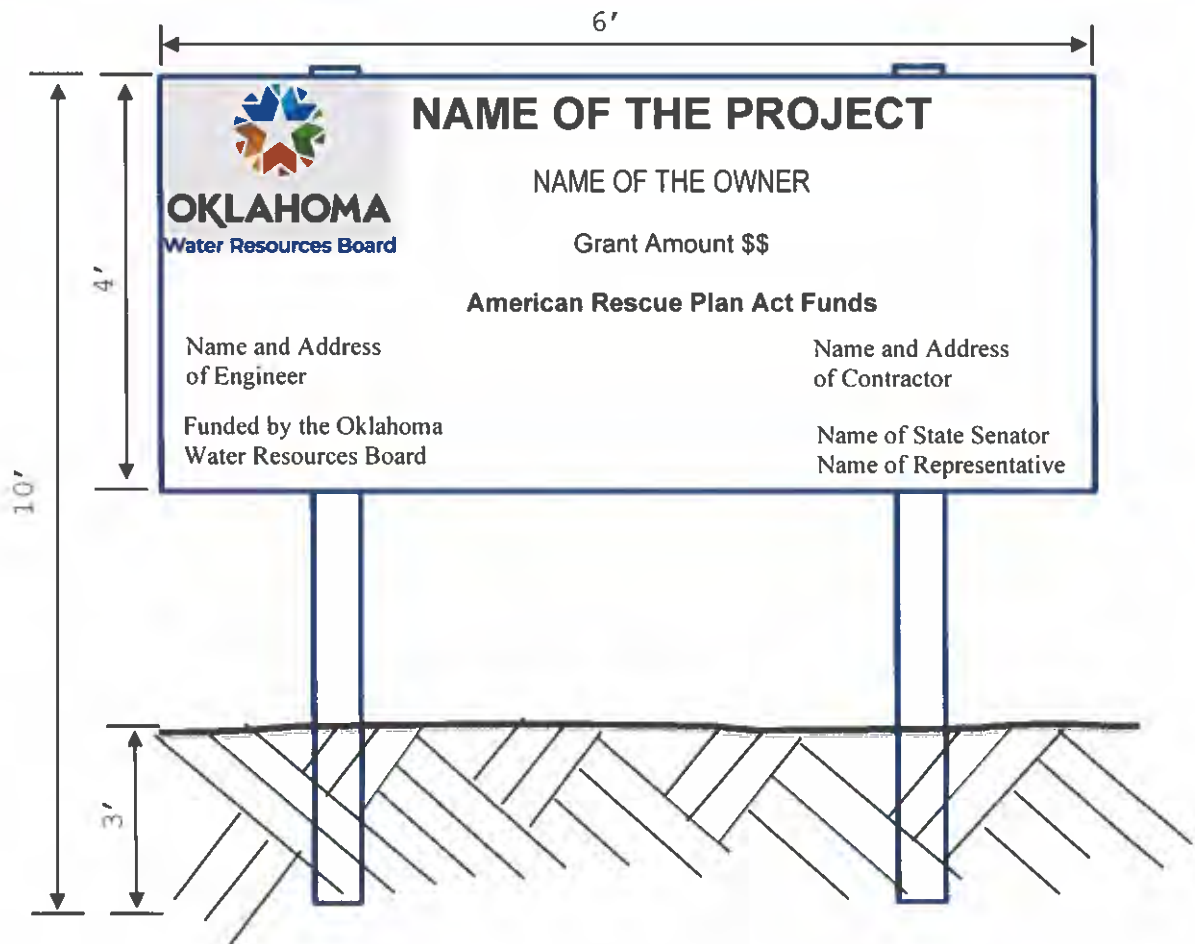
Resource Listing	Contact Information	Website if applicable
<p><b>U.S. Small Business Administration (SBA)</b> In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector.</p>	<p>US Small Business Administration 409 3rd St, SW Washington DC 20416 Phone: 800-827-5722</p>	<p><a href="https://www.sba.gov/">https://www.sba.gov/</a></p>
<p><b>U. S. Small Business Administration (SBA) - OK. District Office</b></p>	<p>301 NW 6<sup>th</sup> St. Oklahoma City, OK 73102 Phone: 405.609.8000</p>	<p><a href="https://www.sba.gov/offices/district/ok/oklahoma-city">https://www.sba.gov/offices/district/ok/oklahoma-city</a></p>
<p><b>Minority Business Development Administration (MBDA):</b> The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBEs.</p>	<p>1401 Constitution Ave NW Washington, D.C. 20230 Email: <a href="mailto:support@mbda.gov">support@mbda.gov</a> Phone: (202) 482-2000</p>	<p><a href="http://www.mbda.gov/">http://www.mbda.gov/</a></p>
<p><b>Standard Industrial Classification Codes (SIC)</b> or North American Industry Classification System (NAICS) codes visit the websites.</p>	<p>U.S. Bureau of Labor Statistics Postal Square Building, 2 Massachusetts Ave. NE Washington, DC 20212-0001 Phone: 1-202-691-5200</p>	<p><a href="http://www.bls.gov/iag/tgs/iag_index_naics.htm">http://www.bls.gov/iag/tgs/iag_index_naics.htm</a></p>
<p><b>Oklahoma Department of Transportation (ODOT)</b> and the <u>Minority/Disadvantaged Business Enterprise (ODOT – MBE/DBE)</u>. Project Owners and bidders may locate qualified M/WBE's through the MBE/WBE Directory</p>	<p>200 NE 21<sup>st</sup> Street Oklahoma City, OK 73105 Phone: 405.521.2082</p>	<p><a href="https://okdot.gob2g.com/Default.asp">https://okdot.gob2g.com/Default.asp</a>.</p>
<p><b>US EPA Office of Small and Disadvantaged Business Utilization (OSDBU):</b> advocates and advances the business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses. The Small Business Vendor Profile System contains information of number of small and disadvantaged companies registered with OSDBU.</p>	<p>USEPA Office of Small Programs 1200 Pennsylvania Ave. NW Mail Code 1230T Washington, D.C. 20460 Phone: 202 566-2075</p>	<p><a href="https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu">https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu</a></p> <p>Select "search the OSBP Registry"</p> <p>Click on the search criteria of interest (ethnicity, size, SIC, etc.)</p>

<b>National Black Chamber of Commerce</b>	4400 Jenifer St NW #331, Washington, DC 20015 Phone: 202 466-6888 Fax: 202 466-4918 Email: <a href="mailto:info@nationalbcc.org">info@nationalbcc.org</a>	<a href="http://www.nationalbcc.org">http://www.nationalbcc.org</a>
<b>U.S. Hispanic Chamber of Commerce</b>	424 K St NW #401, Washington, DC 20005 Phone: (202) 842-1212	<a href="http://www.ushec.com">http://www.ushec.com</a>
<b>National Association of Minority Contractors (NAMC)</b>	910 17th Street, NW, Suite 413 Washington, DC 20006 Phone: 202.296.1600 <a href="mailto:info@namcnational.org">info@namcnational.org</a>	<a href="http://namcnational.org/">http://namcnational.org/</a>
<b>National Association of Women's Business Owners (NAWBO)</b>	601 Pennsylvania Ave NW South Building, Ste 900 Washington, DC 20004 Phone: 800-556-2926 Fax: 202-403-3788	<a href="http://www.nawbo.org">www.nawbo.org</a>
<b>National Minority Supplier Development Council, Inc. (NMSDC)</b>	1359 Broadway, 10th Floor, Suite 1000 New York, NY 10018 Phone: (212) 944-2430 Fax: (212) 719-9611	<a href="http://www.nmsdc.org/">http://www.nmsdc.org/</a>
<b>Native American Development Corporation (NADC)</b> - provides technical assistance, financial lending opportunities, and champions small businesses	17 N. 26th St. Billings, MT 59101 Phone: (406) 259-3804 Fax: (406) 259-4569 Email: <a href="mailto:nadcptac@nadc-nabn.org">nadcptac@nadc-nabn.org</a>	<a href="http://www.nadc-nabn.org/">http://www.nadc-nabn.org/</a>
<b>City of Tulsa – Small Business Enterprise Program</b> Maintains a list of Minority and Female business Enterprises that are certified through the “building Resources in Developing and Growing Enterprises	175 E. 2nd St. Tulsa, OK. 74103 Phone: (918) 596-7818	<a href="https://www.cityoftulsa.org/developmentbusiness/small-business-enterprise-program/">https://www.cityoftulsa.org/developmentbusiness/small-business-enterprise-program/</a> Click on the ‘member list’
<b>Southwest Minority Supplier Development Council:</b> Maintains lists of certified Minority Business Enterprises in Oklahoma	7301 Broadway Ext Ste 224, OKC, OK 73116 Phone: (405) 767-9900	<a href="http://www.smsdc.org/">http://www.smsdc.org/</a>

<b>National Association of Women in Construction (NAWIC)</b>	327 S. Adams Street Fort Worth, TX 76104 Phone: 800-552-3506 817.877.5551 Fax: 817.877.0324	<a href="http://www.nawic.org/">http://www.nawic.org/</a>
<b>Bureau of Indian Affairs</b> - Maintains a list of Native American Contractors and Suppliers by Trade	P.O. Box 368 (1 Mile North on Hwy 281) Anadarko, OK 73005 Phone: (405) 247-6673 Fax: (405) 247-5611	<a href="https://www.bia.gov/as-ia/ieed/division-economic-development/native-american-business-development">https://www.bia.gov/as-ia/ieed/division-economic-development/native-american-business-development</a>
<b>Oklahoma Department of Commerce</b> Certification Programs and information	900 N Stiles Ave. Oklahoma City, OK 73104 Phone: (405) 815-6552 Toll-Free: (800) 879-6552	<a href="https://www.okcommerce.gov/doing-business/#business-services">https://www.okcommerce.gov/doing-business/#business-services</a>
<b>Cherokee Nation Tribal Employment Rights Office</b> - Maintains a directory of Indian-owned businesses	Cherokee Nation TERO Dept. P.O. Box 948 Tahlequah, OK 74465 Phone: (918) 453-5334 or Toll Free: 800-256-0671 ext. 5334	<a href="http://cherokeetero.com/">http://cherokeetero.com/</a>

## PROJECT SIGN

- The general contractor shall erect and maintain for the life of the construction contract a suitable sign, 4' x 6' in size, and detailed hereon, lettered black on white background. Sign shall be professionally painted. Lettering to be appropriate size. No separate bid item. Sign shall be the general obligation of the Contractor.
- The OWRB logo is required on the project sign if the project is funded in part with OWRB Financial Assistance Program funds. The OWRB logo is available at <http://www.owrb.ok.gov/about/index.php> or may be provided directly by OWRB.
- Redwood Posts shall be 4" x 4" x 10' buried securely a minimum of 3 feet below ground.
- Sign face shall be constructed of 1/4" x 4' x 6' – 5 ply Dura-plywood board & mounted to Posts with four (4) 5/8" x 6" Carriage Bolts.



TECHNICAL SPECIFICATIONS  
WATER METER AUTOMATION IMPROVEMENTS

OVERVIEW:

The Work shall be performed under a single contract, and shall include, but is not limited to, the following: The supply and installation of water meters and radio-frequency (RF) endpoints for each meter, along with fixed network collectors for an Advanced Metering Infrastructure (AMI) meter reading network. The AMI system shall utilize an unlicensed radio frequency band to communicate meter-reading data. The AMI system shall also include a handheld/mobile reading device, meter reading software, a customer interface portal, software support, integration with the Owner's billing software, and startup and training. Cellular endpoints are not acceptable for full system deployment; however, they will be allowed to achieve 100% network coverage if necessary. Fifteen years of Software as a Service for Meter Data Management, meter reading, training, customer interface portal, and all support and service expenses for meters to read by DCU Network and cellular network as a service.

This work includes the replacement of existing meters and service lines, and installation of new meters. The condition of all service shut-off valves (curb valves) is not guaranteed to provide adequate shut off of the service to allow installation of all meters and a secondary means (such as "line freezing") of temporarily suspending service may be necessary to successfully complete the installation.

- A. The work of this contract includes, but is not limited to:
1. Removal and disposal of existing 5/8-inch through 6-inch water meters and installing and testing the functionality of new water meters, absolute encoder registers, cellular endpoints (where required) and radio frequency (RF) modules for an AMI system.
  2. Furnishing and installing piping, water valves, meter setters, tail pieces, flange conversion kits, couplings, and other required fittings to facilitate Non-Standard meter installations
  3. Furnishing and installing an AMI gateway network as specified.
  4. The CONTRACTOR shall be responsible for all costs resulting from the removal, storage, and disposal of the existing meters and registers, and installation of the new water meters, absolute encoder registers, cellular endpoints, installation of wiring between registers and modules and the RF

modules, including without limitation, personnel, salaries, benefits, vehicles, equipment, materials, utilities, fuel, and supplies.

5. Contractor will be responsible for physical installation swap-outs if there are massive failure or a change in technology rendering end-points obsolete at no additional cost to the CITY. Although end points would be replaced at no charge for the full warranty period from the manufacture, this will provide the insurance for the expense and time of performing the physical swap-outs.

#### SAFETY REGULATIONS:

This project is subject to compliance with Public Law 91-596 "Occupational Safety and Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction, including Volume 36, number 75 and 105, of the Federal Register, as amended and as published by the U.S. Department of Labor.

#### MAINTENANCE OF EXISTING UTILITIES:

1. Maintain in operation all existing utilities including but not limited to electrical, drainage, gas and water, which may be encountered during the course of this work.
2. Obtain required permits and give adequate notices prior to temporarily interrupting any service.

#### EXECUTION:

The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors involved, to meet the completion date, or milestones, established for the contract. Scheduling of the work shall be coordinated with the CITY.

The Construction Sequence Requirements shall be used by the CONTRACTOR to form a complete schedule for the project, which shall be coordinated with the CITY. Prior to performing any work at the site, the Contractor shall submit a detailed plan to the CITY for review. The plan shall describe the proposed sequence, methods, and timing of the work.

The Contractor shall notify the CITY at least 48 hours prior to starting any work in meter pits requiring permit required entry.

#### CONSTRUCTION SEQUENCING REQUIREMENTS:

1. Water meters, absolute encoder registers and RF modules will be procured from the Manufacturer or Distributor by the CONTRACTOR.

2. The CONTRACTOR shall be responsible for submitting all orders for meters, encoder registers, and RF modules quantities to the Manufacturer or Distributor, in a timely manner to ensure adequate supplies and stock to meet the installation schedule, maintain appointments, and adhere to the work schedule.
3. The CONTRACTOR will be responsible for receiving and storing these items for the duration of the project. Storage shall be in a secure facility located and shall be equipped with a climate control system to prevent freezing. The CONTRACTOR shall coordinate delivery with the Manufacturer or Distributor.
4. The Contractor shall submit the following within 3-weeks of the date in the signed Notice to Proceed:
  - Control and Management Plan
  - Shop drawings
  - Meter seals
  - Tamper tags and tamper warning stickers
  - Valves
  - Meter setters
  - Plumbing products submittals
  - Complete project schedule
  - Sample daily electronic meter replacement file

#### HAULING, HANDLING AND STORAGE OF MATERIALS:

- 1 The CONTRACTOR shall, at his own expense, handle and haul all materials delivered to him as part of the project and those furnished by him. The CONTRACTOR shall return to the CITY any unused materials paid for and supplied by the CITY, as part of the project, and remove any of his surplus materials, at the completion of the work.
- 2 The CONTRACTOR shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.
- 3 Water meter storage shall be as specified above and within these specification documents.

#### CARE AND PROTECTION OF PROPERTY:

The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR, such property shall be promptly restored by the CONTRACTOR at his expense, to a condition similar or equal to that existing before the damage was done, to the satisfaction of the CITY.

PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES:

All property damaged by the CONTRACTOR'S operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

Restoration of existing property and structures shall be carried out as promptly as practicable and shall not be left until the end of the construction period.

REJECTED MATERIALS AND DEFECTIVE WORK:

Materials furnished by the CONTRACTOR and condemned by the CITY as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the CONTRACTOR and shall not be made use of elsewhere in the work.

Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the CITY.

The Contractor shall reimburse the CITY for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the CITY, occurring previous to the final payment.

SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The CONTRACTOR shall rigorously prohibit the committing of nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the CITY. The sanitary conveniences specified above shall be the obligation and responsibility of the CONTRACTOR.

SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926. Contractors shall be familiar with the requirements of these regulations.

### INCIDENTAL WORK:

Work associated with shutting off the water service by the CITY, if necessary; furnishing and installing the meter seal, tamper tag and tamper warning sticker; and reattachment or attachment of any existing or required grounding wire clamps or jumper cables to complete the meter replacement shall not be separately measured for payment, but shall be considered incidental to the removal of the existing meter and installation of the new meter.

Work associated with the control and management plan, care and protection of property, clean up, documentation, and testing, shall not be separately measured for payment and shall be considered incidental to the project.

No separate compensation will be provided for resources expended at issue-accounts which are not resolved through the course of contract work (long-term unresponsive, inadequate plumbing, refusals, etc.). Such issues are inherent to work, incidental to the project, and if bidders deem required, shall be accommodated for in established bid unit pricing.

### DAILY CLEANUP:

The CONTRACTOR shall clean up, upon completion of an installation, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.

Upon written notification by the CITY, the CONTRACTOR shall within 24 hours clean up those areas, which in the CITY'S opinion are in violation of this section and the above referenced sections of the specifications.

If, in the opinion of the CITY, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

### WORK INCLUDED IN INSTALLATION OF WATER METERS WITH RADIO READING

#### DEVICES:

Furnish all water meters, labor, materials, equipment, and incidentals necessary to remove existing cold water meters, registers, and reading devices (if applicable), including those in meter pits, and to install new cold water meters with absolute encoder registers and remote radio frequency (RF) modules.

Furnish all labor, materials, equipment and incidentals necessary to install adapters, water valves, meter setters, tail pieces, flange conversion kits, and couplings, and other required fittings for Non-Standard instances.

WATER METERS, REGISTER, RF MODULES AND ENDPOINTS:

- A. Water meters, registers, radio frequency modules, endpoints and AMI network will be manufactured by the company that meets or exceeds all technical specifications within this Bid Document.
- B. Water Meters 1-inch and smaller shall be ultrasonic type water meters with encoder registers.
- C. Water Meters 1-1/2-inch and larger shall be ultrasonic type water meters with encoder registers that meet all specifications included within this document and shall be installed with test spool after the meter.

WATER VALVES:

Water valves and all associated plumbing and installations shall be compliant with the City of Bethany current Plumbing Code.

ANCILLARY MATERIALS:

CONTRACTOR shall furnish water meter seals. Seal wire shall be copper or stainless steel. Seals shall be heat stamped with a serial number and the logo "CITY of Bethany" Serial numbers shall be unique for each installation and not repeated.

CONTRACTOR shall furnish and install tamper tags and tamper warning stickers for the water meter and RF module, respectively. The language to be printed on the tag and sticker shall be approved by the CITY. The color of these warning stickers shall be white or other neutral color.

The CONTRACTOR shall furnish all equipment and incidentals required to change out meters and install RF modules, such as gaskets, cables, wiring, zip-ties, screws, staples and other materials including work order / data collection handheld reading devices.

Wire shall be high quality, three (3) lead #22 AWG copper wire. Wire shall be solid, stranded wire will not be acceptable.

CONTROL AND MANAGEMENT PLAN- SCOPE

A. CONTRACTOR EMPLOYEES, CUSTOMER CONTACT AND APPOINTMENT SCHEDULING:

- 1. The CONTRACTOR shall furnish all labor, transportation, tools, equipment, and incidental materials necessary to provide plumbing required to right size and amend

settings as required, remove existing water meter, and install a new water meter and absolute encoder register with remote RF modules, as specified herein.

2. The CONTRACTOR must be trained on the installation and activation procedures of the water meters, registers and radio frequency equipment prior to the start of installation.
3. The Control and Management Plan shall be submitted prior to the start of the installation of meters. All costs associated with the Control and Management Plan shall be the responsibility of the CONTRACTOR.
4. The CONTRACTOR shall provide a Project Manager to oversee the water meter replacement program. The Project Manager shall be thoroughly familiar with and experienced in municipal water meter installation, repair, maintenance, and water meter system management. The Project Manager shall have the authority to speak for and make decisions on behalf of the CONTRACTOR.
5. The CONTRACTOR shall employ a competent Superintendent or Foreman present at all times when work is in progress to receive orders and to perform work.
6. The CONTRACTOR must utilize a comprehensive appointment scheduling system which shall enable The CITY of Bethany customers to respond and schedule appointments by means of phone and email. The CONTRACTOR shall supply a sufficient number of toll-free telephone lines to receive all incoming requests for appointments, and suitable for handling a large volume of calls for both field support and appointments. The CONTRACTOR must have appointment scheduling services available, at a minimum, from 7:30 AM to 7:30 PM, local time, Monday through Friday of each week except holidays. Saturday appointments may be required to complete installation to the entire service base.
7. The CONTRACTOR shall notify customers 72 hours in advance of when their water meter will be replaced and provide a contact name and phone number for the customer to call.
8. Only people who are technically competent and are of acceptable character and personality for work that entails unsupervised entry into individual facilities shall be hired and employed by the Contractor for this project.

9. All potential employees shall have undergone OSHA “ten-hour construction” program safety training. The CONTRACTOR shall provide proof of training to the CITY prior to any employee performing work on this project. All on-site employees shall have OSHA 10-hour card issued by OSHA on his person at all times while work is being performed.
10. The CONTRACTOR shall have a complete, formal, training program for all technicians and supervisors employed on this Contract. Training and certification program for employees working under this contract shall be submitted for review prior to the start of construction and are subject to approval of the CITY. During this program, the CONTRACTOR personnel shall be trained in the technical and procedural aspects of the program as well as the professional and courteous manner in which they shall conduct themselves with regard to the CITY’S customers.
11. Meter installations by the CONTRACTOR under this Contract may be performed during the hours of 7:30 AM to 8:00 PM Monday through Friday for residential accounts.
12. The CONTRACTOR shall be available to complete commercial accounts, which may be highly dependent on water during the day, during off hours overnight or on weekends when water demands are low and a shutdown is feasible. Typical work hours for the commercial accounts are 7:30 AM to 8:00 PM, Monday through Friday and 7:30 AM to 8:00 PM Saturdays. The CONTRACTOR shall take this into account when preparing its bid and no claim for additional payment shall be allowed.
13. The CONTRACTOR shall maintain adequate local telephone service where a representative can be reached twenty-four (24) hours a day, seven (7) days a week to receive emergency telephone calls. The CONTRACTOR must have capabilities so as to allow communication between the CONTRACTOR’S installation crews, the Project Manager, the Superintendent or Foreman, and the CONTRACTOR’S main office. The CONTRACTOR shall furnish the CITY with the necessary information in order to provide fail-safe communication between itself and the CITY at any time of the day or night. If CONTRACTOR receives a call during normal business hours, the CONTRACTOR shall respond and investigate within thirty (30) minutes. If the CONTRACTOR receives a call during other times, the CONTRACTOR shall respond and investigate within two (2) hours of notification.

**B. MISSED APPOINTMENTS AND POOR PERFORMANCE:**

1. The CONTRACTOR shall provide a minimum of one (1) hour advance notice to the customer if a scheduled appointment will be missed by the installer or the installer

will arrive late. Missing an appointment is defined by arriving anytime beyond the scheduled appointment window. The CONTRACTOR shall also provide priority in rescheduling an appointment to the affected Customer(s), including an attempt to reschedule the appointment upon notice of the cancelation. **Failure to notify the Customer may result in installers being removed from the project.**

2. The CITY reserves the right to have any installer removed from the project if that installer has demonstrated a pattern of missing scheduled appointments. No installer shall miss more than three (3) appointments in one month or more than 20 appointments over the length of the project. If multiple installers are missing, and/or arriving late to appointments, the CONTRACTOR shall be required to extend the scheduled appointment window so installers have ample time to complete difficult installations without inconveniencing customers.
3. Installers that demonstrate repeated poor performance, including but not limited to; backwards meter installations, data entry discrepancies, poor interaction with customers, and poor cleanup practices, shall be removed from the project. Installers cited for three (3) or more instances within a single month or more than 20 instances over the length of the project shall be removed from the project. Amongst other indications, customer complaints will be cited as poor performance by the installer.
4. Installers that are removed from the project due to tardiness and/or poor performance by the CITY will not be a basis of claims for more time to complete the project or additional compensation for hiring costs by the CONTRACTOR.

### INSTALLATION SCOPE:

#### 3.01 General:

##### A. GENERAL:

1. The installation work includes, as applicable, removal of the existing meter, strainer, register, reading device, and wiring between the meter and reading device. The Contractor shall notify the CITY at least forty-eight (48) hours prior to starting any work in meter pits requiring permit confined space entry.
2. The Contractor shall install new meters, strainers (if applicable), wires and absolute encoder registers with remote RF modules. The Contractor shall install the water meter and related equipment in the existing location of the old meter. Additionally, the installation work includes: a meter seal, tamper tag, warning sticker, reattachment of any existing grounding wire clamps or jumper cables that were detached to complete the meter replacement, continuity check, water flow verification test, processing of all meter installation documentation including required photos, and job site clean-up. The installation shall include a letter (approved by the CITY) to the

customer explaining how the meter operates, how to sign up for the customer portal and how to read the meter.

3. All RF modules shall be installed in the meter can.
4. All connections for meters larger than 1” shall be flanged. The Contractor shall furnish and install all required companion flanges, adapters, gaskets, bolts, and nuts required for installing the meters. The companion flanges shall be NSF 61 certified bronze as necessary to be compatible with the existing water service piping. The physical characteristics (diameter, drilling, and thickness) of companion flanges shall be per Table 3 of AWWA C701.
5. Each customer will be informed that the water service will be shut off to accomplish the meter change out. The water service shall be shut off for as short a time period as necessary.
6. The Contractor shall notify the CITY of any installations that are special or unusual cases (for example, meter buried in concrete or finished basements with paneling requiring additional work). In these instances, the CITY will contact the homeowner and make the final determination as to provide access to the meter, the meter will either be changed by the Contractor as a Non-Standard Installation or the meter will be eliminated from the Contract at no cost to the CITY.
7. All installation work shall be of the highest quality. The meter and appurtenances shall be installed in a neat and workmanlike manner by technicians who have been trained and informed of the technical and procedural requirements of the work
8. Licensed plumbers will be required for installations requiring modifications to existing plumbing in accordance with State and local plumbing codes. The Contractor shall obtain plumbing permits for these installations as required. Any required permit application fee will be paid by the CITY, but the Contractor shall furnish all labor, transportation, tools, equipment, and incidental materials necessary to obtain the plumbing permits.

## B. INSTALLATION DETAILS

1. The following summary describes the general steps of the installation work to be performed. The actual work may differ from this description, and is not necessarily limited to these actions.
  - Notify customer of water service shut-off.
  - Photograph the old meter register (with a digital camera) and setting before the old meter is replaced.
  - Replace old meter and register with new meter and absolute encoder register.

- Install remote RF module.
- Activate the meter and RF module, if applicable. A need for programming is not acceptable.
- Test and confirm activation with manufacturer's AMR System handheld device.
- Install tamper tag on the meter, tamper warning sticker on the RF module and seal meter.
- Photograph (with a digital camera) the new meter register and meter setting with the meter seal clearly visible after the meter installation is complete.
- Record location description of RF module location on structure, including latitude and longitude. Record meter location.
- Ask building occupant to run small amount of water to ensure meter is measuring and reading.
- Clean work area.
- Complete all documentation.

#### C. SEALING AND INSTALLATION

1. Upon successful installation and testing, the Contractor shall furnish and install a lead-free wire seal to seal the register head, all meter screws, bottom cap bolts, and seal the inlet meter coupling nut. The seal number shall be recorded as part of meter production data file.

#### D. TAMPER TAG AND WARNING STICKER

1. The Contractor shall furnish and install a tamper warning sticker on each meter and on each RF module to advise the customer of the penalties for tampering with a meter or RF module. The CITY shall approve the language on the tamper tag and warning sticker prior to installation.

#### E. REJECTION OF WORK

1. If upon inspection by the CITY it is found that any installation is defective, the Contractor shall repair the defect at no additional cost to the CITY. The CITY shall re-inspect the installation within a reasonable period of time. Rejected installations will count against an installer's performance record in accordance with the Control and Management Plan.

#### F. TESTING

1. The Contractor shall check the operation of each installed water meter, meter register, and AMR equipment using the manufacturer's recommended equipment upon completion of the meter installation. Should any meter fail to operate during the test, the Contractor shall be responsible for determining what the problem is and

correcting it on the spot at no additional cost to the CITY.

2. A system wide testing of the RF modules will be completed by the CITY at least once per month when the project is ongoing. The project shall not be considered to be substantially complete until it has been determined by the CITY that all installations have been completed as specified and that 98% of the contracted installations have been successfully read by the AMI network. Should any of the contractor installed equipment fail to operate during the testing, the installing Contractor shall work with the CONTRACTOR to determine the cause.

- a. Faulty Installation

If it is determined that the installation was faulty, then the Contractor shall immediately correct, replace and install the equipment at no cost to the CITY. Following repair and/or correction of the system components, the system shall be retested as described above.

#### G. GUARANTEE AND WARRANTY

1. All faulty installations within the warranty period shall be repaired by the Contractor at no additional cost to the CITY.
2. It will be presumed that any leaks or defects that occur before the first fitting upstream and downstream of the meter, and are visible from the meter, and reported by the customer to either the CONTRACTOR or the CITY within ninety (90) calendar days after completion of the replacement, are the result of the replacement efforts, and the CONTRACTOR shall repair the damage at no additional cost. This presumption will not apply to leaks or other preexistent conditions noted by the Contractor during the replacement and reported to the CITY. This provision does not limit the duration of the CONTRACTOR'S liability incase of negligence.

#### H. DAMAGES

1. During the replacement program, some breakage(s) may occur to customer service lines. The CONTRACTOR shall have sufficient equipment and materials on-hand and shall be prepared to immediately repair any damage to customer service lines in accordance with State and local plumbing codes at no additional cost to the CITY.

#### I. EMERGENCY CONTACT

1. The CITY shall investigate defective installations resulting in service interruption or reduced quality of service or leaking settings. The CITY shall attempt to advise the Contractor within 90 minutes of notification, so that the Contractor has the

option to investigate with the CITY. Depending on the severity of the emergency, the CITY may elect to make the repairs and may elect to back charge the Contractor for this work. If the CITY directs the Contractor to make the repairs, the problem shall be corrected by the Contractor within four (4) hours of notification. The Contractor must provide a reliable means for contact and must be available for emergency work twenty-four (24) hours per day, seven (7) days per week.

#### J. OLD METERS AND REGISTERS

1. Upon removal, all old meters, and register heads shall be tagged and identified by address to allow verification of the final reading of the meter. Approved tags shall be provided by the Contractor for this purpose. The Contractor shall be responsible for storing the old meters, register heads, and reading devices so that the meters may be accessed by the CITY should any final reading be challenged. All meters are to be stored to prevent freezing for 90 days after the projects has reached 98% completion.
2. Following the plan described above, the old meters and registers shall become the property of the CONTRACTOR. No further compensation will be provided from the CITY for their final disposition.

#### K. CUSTOMER COMPLAINTS

1. The Contractor shall designate a representative to meet with and resolve problems related to the meter replacement program. The Contractor shall investigate all customer complaints with respect to this project within two (2) business days of notification.
2. The Contractor shall correct any installations where the CITY received a complaint from property Owners dissatisfied with the installation, before payment is made. The decision by the CITY regarding the credibility of a homeowner or business Owner's complaint shall be final. The Contractor shall promptly correct any deficiencies, including but not limited to, leaks that are a direct or indirect result of the installation, when directed to do so by the CITY.
3. If it is in the opinion of the CITY that the customer's complaint is credible, the complaint will count against the installer's performance record.

#### 3.02 CARE AND PROTECTION OF PROPERTY:

- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition substantially similar in all material respects to that existing before the damage was done, or the

Contractor shall make good the damage in another manner acceptable to the CITY.

3.03 CLEAN UP:

- A. During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as possible at all times. The Contractor shall remove, haul away, and dispose of all residue resulting from the work, and at the conclusion of work at each location, shall make a thorough inspection of the work area to be sure that it is left clean and free of any debris resulting from the installation.

3.04 DOCUMENTATION AND REPORTING:

- A. The Contractor shall collect all documentation of meter, absolute encoder register, RF module, and appurtenant meter installation data on a paperless, electronic work order data collection device. The device shall have a scanner that enables the Contractor to scan meter and RF module serial numbers. The use of paper meter installation forms to collect and/or transfer installation documentation is not acceptable. The Contractor shall provide to the CITY, for the duration of the project, fully functional work order data collection devices capable of tracking work order and appointment information and meter installation data for use by CITY'S installation personnel when they are conducting meter installations during the project. The Contractor shall provide training to CITY'S meter installation personnel in the use of the devices and the work order software, as previously specified.
- B. The Contractor shall be responsible for the accuracy of information reported to the CITY and shall be strictly liable for issues and costs resulting from false or incorrect information submitted. Liability shall include, but not be limited to, the labor of the CITY to mitigate the issue, and may include payment of water and sewer bills if published incorrectly as a result. Unacceptable issues include, but are not limited to, incorrect recording of meter, register and RF module serial numbers, incorrect association of installation information with existing accounts, lost installation records, and failure to record final reads on old meter registers. A Meter Installation File submitted with any false information may lead to immediate dismissal of that installer from any more work for the CITY of Bethany
- C. The Contractor shall submit an electronic Meter Installation File and all documentation of meter, absolute encoder register, and RF module installations to the CITY on a weekly basis throughout the project. The file and documentation shall provide, at a minimum, the following data, and shall be in a layout that enables individual search and sort of data and is acceptable to the CITY. The daily production file shall be in a format detailed by the CITY to automatically transfer the new meter, absolute encoder register, and RF module data into the CITY'S utility billing system. Failure to complete any documentation including summary reports may lead to dismissal of the installer or Contractor.

1. For the old meter register, and reading device removed: location of meter, date of removal, size and type of meter, manufacturer, serial number, and FINAL reading. The CONTRACTOR will be responsible for payment of the final water bill as applicable if these steps are not followed.
2. Regarding the new meter and/or absolute encoder register installed: location of meter, date of installation, size and type of meter, manufacturer, meter serial number, seal number, register manufacture date, and initial reading (following all testing).
3. Regarding the RF module: location of RF module at the facility (including the latitude and longitude for each location), date of installation, manufacturer, and serial number.
4. Miscellaneous data: inoperative valves, corroded pipes, presence of electrical ground connections (for example, service pipes that are grounded to the buildings' internal electrical system), material and condition of water service, unusual situations, extra parts required to complete the installation, etc. These items must be recorded in a manner that enables individual search and sort of data.
5. Photographs shall be taken with a digital camera of the old meter setting, old meter register (showing the final read), old meter number, new meter setting with the meter seal clearly visible, and RF module installation with serial number. The whiteboard shall be visible in all pictures.

D. The CONTRACTOR shall provide the CITY with summary reports containing, at a minimum, the following information:

- Installation production status.
- Listing of accounts where the meters are not transmitting a reading, or are not functioning properly, even after the corrective measures described in these contract documents.

The summary reports containing the above-listed information must be submitted to the CITY on a weekly basis. Reports shall be submitted electronically as Microsoft Excel File. Weekly summaries MUST be submitted for the CONTRACTOR to receive payment for his work.

E. Digital photographs outlined above shall be submitted to the CITY electronically on a weekly basis. A whiteboard shall be included in each photograph showing the address, meter size, meter serial number, final register reading, and type (domestic, fire, or irrigation) of service. Files shall be JPEG color images of six hundred (600) ppi quality or better. Photograph file names shall be uniquely identified and shall begin with the service number followed by "R" for existing register and "A" for after/new meter setting with meter seal. The CONTRACTOR shall submit a test file on CD or Cloud storage location

to the CITY for approval within one (1) month of the start of the contract award. Photos must be submitted for the CONTRACTOR to receive payment for its work.

- F. The CONTRACTOR Shall provide the CITY'S IT department with direct password protected 24-hour access to the CONTRACTOR'S database through a web-based application. The CITY reads and bills its customers in numerous billing cycles that will take place during the install period. Access to verify meter change out data prior to reporting is necessary to ensure proper billing and provide customer service.

3.05 COMPLETION PROCESS:

- A. Substantial completion for the project will not be acknowledged until the CONTRACTOR has installed installations via the AMI system.

## TECHNICAL SPECIFICATIONS – PRODUCTS

### Cold Water/Solid State Meters

SIZES: 5/8" through 2"

#### GENERAL

All cold water meters (solid state type 5/8" - 2") furnished shall be produced in a manufacturing facility whose QMS is ISO 9001 certified and meets or exceeds the accuracy requirements specified in the "Standard Specifications for Cold Water Meters" C715 latest revision issued by AWWA.

#### LEAD FREE LEGISLATION

The utility requires that all water meters submitted in this proposal be compliant with NSF/ANSI 61, which exceeds the requirements of NSF/ANSI 372 that became effective January 2014:

- The utility wishes to ensure the safety of its drinking water.
- The utility wishes to safeguard its investment in metering infrastructure.
- Meters shall be made of "lead free" high-copper alloy as defined by NSF/ANSI 61.

#### TYPE

Only meters featuring solid state metrology will be accepted because of enhanced low-flow accuracy performance and extended accuracy over meter life.

#### MEASUREMENT TECHNOLOGY

The measurement technology shall be based on ultrasonic sensing featuring no moving parts.

#### SIZE, CAPACITY, LENGTH

The meter's size, capacity, and length shall be as specified in AWWA Standard C715 (latest revision).

#### MAINCASE

- The meter maincase shall be made cast from NSF/ANSI 61 certified lead free alloy containing a minimum of 85% copper. Plastic maincases or flow tubes are not acceptable as the spuds are susceptible to cross-threading or breaking during installation, or from pipe stress over time.
- The serial number should be displayed in a permanent location on the register.
- Meter markings shall indicate size, model, direction of flow, and NSF 61 certification.
- All lead free maincases shall be guaranteed free from manufacturing defects in workmanship and material for the warranted life of the meter.
- All maincase screws or bolts shall be of 300 series non-magnetic stainless steel to prevent corrosion.

#### ELECTRONIC REGISTER

The solid state meter electronic enclosure shall be constructed of a durable engineered composite designed to last the life of the meter. The meter shall provide a fully potted wire connection for use with AMR/AMI devices.

#### ENVIRONMENTAL

The solid state meter must feature fully potted electronics and battery for submersion in flooded meter pits.

#### REGISTRATION

- The register shall provide at least a 9-digit visual registration at the meter.
- The register shall provide an 8-digit meter reading for transmission through the RF AMR/AMI endpoint.
- The register shall employ a visual LCD leak detection indicator as well as provide remote leak detection through an ASCII format to the RF AMR/AMI endpoint.
- The register shall provide reverse flow detection, communicated as ASCII format data to the RF AMR/AMI endpoint.
- The register shall provide an indication of days of zero consumption, communicated as ASCII format data to the RF AMR/AMI endpoint.
- The register should accumulate and register consumption without connecting to a receptacle or RF AMR/AMI endpoint. The register shall display flow rate information (interleaved with the current meter reading).
- The register shall subtract reverse flow from the total registration.

## STRAINERS

Solid state meters shall not require a strainer for accurate operation.

## PERFORMANCE

Meter manufacturer's solid state meters shall exceed AWWA C715 accuracy standards and warrant their published accuracy levels for the life of their meters. Each meter shipment must be accompanied by factory test data showing the accuracy of the meter as tested at their factory.

## MANUFACTURER

Manufacturers shall be a member of AWWA with a minimum of twenty-five (25) years of field and production experience in water measurement technologies and serving water utilities in the United States.

## SYSTEMS GUARANTEE

All solid state meters shall be guaranteed compatible with AMR/AMI systems without special programming of the meter.

## TECHNOLOGY PREFERENCE

It is the utility's preference that the solid state meter technology provided be ultrasonic-based technology featuring continuous measurements greater or equal to 4 times per second) to ensure desired accuracy at low-end flows and during typical start/stop conditions.

## AMI Network

### Endpoints – Software – Specifications:

These specifications are for a meter reading system (the System) that operates seamlessly as BOTH an Automatic Meter Reading (AMR) and/or an Advanced Meter Infrastructure (AMI) system.

#### 1. SCOPE OF WORK

The CONTRACTOR will furnish a System capable of meeting the current and future meter reading needs within our service area. The scope of work involves, but is not limited to, providing and installing the System which includes software, hardware, and all necessary training and installation support. The reading equipment shall be capable of receiving meter readings while utilizing a handheld reading device and/or a mobile reading unit (collectively as "AMR" or "mobile") and/or permanently mounted data collector units (collectively "AMI" or "fixed network").

The System must have the capability to improve meter reading efficiency, increase meter reader safety, and provide data that facilitates resolution of customer bill complaints, water conservation initiatives, and distribution system management efforts. The CONTRACTOR shall describe the upgrade requirements to incorporate radio frequency (RF) technology.

During upgrade to RF meter reading, the System shall still be able to read probed water meters, direct read water meters via manual keyed entry, and meters equipped with RF endpoints within the same meter reading route without detaching the receptacle or RF endpoints or switching modes within the meter reading equipment.

All System components furnished (software, reading equipment, RF endpoints, meters with absolute encoders) shall be produced in a manufacturing facility whose QMS is ISO 9001 certified.

## 2. SYSTEM OVERVIEW

The System shall be comprised of RF endpoints, data collection devices, and host software. The System shall be capable of operating simultaneously in a walk-by (handheld), mobile (drive-by), full fixed network (permanently mounted data collectors), or any combination of these data collection methods without the need for reprogramming RF endpoints. PROGRAMMING OF ANY TYPE FOR ANY ENDPOINT WILL NOT BE ACCEPTABLE.

The transition from walk-by, to mobile, to fixed network shall be seamless and allow all meter reading methods to operate together simultaneously. Endpoints shall transmit messages required for both mobile AND fixed network operation on an interleaved basis, allowing both mobile AND fixed network data collection capability at the same time. Systems with endpoints that must be configured or programmed to operate in either one “mode” or the other will not be allowed.

The System shall provide 8-digit meter reading resolution capability for encoders using Neptune E-CODER® or Sensus UI-1203 protocol in mobile as well as fixed network data collection applications.

For reliability and meter reading integrity, the awarded vendor shall be the sole manufacturer of the different components of the System (water meters, RF endpoints, meter reading equipment, and meter reading software) and provide a turnkey system offering to the utility.

### 2.1 MOBILE AMR FUNCTIONALITY

When used as mobile AMR, the System shall provide 96 days of hourly consumption data storage at the endpoint, retrievable from mobile data collection devices. Mobile data devices shall facilitate retrieval of consumption data for field presentment on a handheld, laptop, or Android/iOS powered mobile device, as well as storage for later use with the host software application.

The System shall provide capability of mobile retrieval of individual off-cycle (specific date) reads as stored for 96 days in the endpoint. Mobile data devices shall facilitate retrieval of off-cycle reads for field presentment on a handheld or Android/iOS powered mobile device, as well as storage for later use with the host software application.

### 2.2 AMI NETWORK FUNCTIONALITY

When deployed as a fixed network, the System shall provide hourly consumption interval data, time synchronized at the host meter reading software. The host software shall provide individual account consumption interval data displayed in graphical as well as tabular format and readily accessible to utility Customer Service Representatives to facilitate customer bill complaint resolution without the need for a

truck roll.

When deployed as a fixed network, the System shall provide priority alarm notification of potential leak and/or reverse flow events with user configurable email or text messages for notification to utility personnel.

When operating as a fixed network, the System shall provide the capability for a demand read initiated from the host software application. The number of on demand read requests made over the lifetime of an endpoint shall not impact the battery life or warranty.

### 3. ENDPOINTS

Meters connected to RF endpoints shall collect meter usage from an encoder meter register and shall transmit the meter reading and a unique ID number to the data collection device.

The endpoints must be compact electronic devices connected to the water meters. They shall interrogate the encoder register and transmit the meter reading and other information to a remote reading device. They shall be compatible with encoder registers using either Neptune ProRead/E-CODER® protocol or Sensus-protocol (UI-1203). Endpoints shall feature “auto detect” functionality to detect the type of encoder connected and shall not require reprogramming in the field. The same RF endpoints must be capable of being read by a walk-by handheld computer equipped with a RF receiver, a mobile system with an RF receiver mounted in a vehicle, and a fixed network data collection system. This shall allow an easy migration between the three-meter reading systems without any change to the endpoint devices or revisiting the site.

The endpoint shall log 96 days of hourly consumption data, available for retrieval via RF activation from the handheld or mobile data collection device.

The endpoints shall be attached to new meters or shall retrofit to existing meters in the field. The endpoints shall be manufactured in both wall and pit models. The wall endpoint shall have the ability to be mounted in a basement or on the outside of a house. The pit endpoint shall have the ability to be mounted in a pit or an underground vault and offer an optional through-the-pit-lid antenna. The wall and pit endpoints shall have a fully-potted, submersible design.

Endpoints shall also be available as integrated devices in which the encoder register, and RF transmitter module are integrated into a single module. The unit shall interrogate the integrated absolute encoder register and transmit the meter reading and other information to a data collection reading device.

The absolute solid state encoder register with integrated endpoint shall be attached to new meters, or they shall retrofit existing meters in the field via a bayonet mount on top of the meter main case. The absolute solid-state encoder register with integrated endpoint shall be manufactured in both inside and pit models. The inside endpoint shall have a water-resistant enclosure and a permanent internal antenna. The pit endpoint enclosure shall be a roll-sealed copper can and glass lens, designed to ensure a watertight seal with a permanent internal antenna and offer an optional through-the-pit-lid antenna to optimize performance in hard-to-read or fixed network applications.

#### 3.1 PHYSICAL/MECHANICAL REQUIREMENTS

##### 3.1.1 WALL UNIT

- The endpoint housing shall be constructed of a polycarbonate plastic compound and be capable of mounting both indoors and outdoors on wall or pole or attached directly to the meter. The

device must be water resistant and capable of exposure to spray and splash. The device must be able to withstand a 200-hour salt fog test as specified in NEMA 4 standard.

- The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.
- The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) with operating humidity of 0 to 100% condensing.
- The circuit board and the battery will be protected by a potting material.
- The unit must retrofit to existing installations.
- The endpoint device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

### 3.1.2 PIT UNIT

- For pit or vault applications, the endpoint antenna shall be designed to be installed through the industry standard 1¾" hole in the pit lid with no degradation of transmission range. The endpoint antenna unit will be capable of mounting to various thicknesses of pit lids from ½" to 2½".

- The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) and operating humidity of 0 to 100% condensing.
- The range will not be affected when the pit is flooded.
- The circuit board and the battery will be protected by a potting material.
- The antenna shall be made of a metallic and polymer material to withstand traffic and shall have a dual seal connection to the endpoint housing.
- The endpoint device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

## 3.2 OPERATING SPECIFICATIONS

### 3.2.1 FCC LICENSING AND CERTIFICATION

- The endpoint shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band. The output power of the devices will be governed by their conformance to these relevant FCC standards.
- To minimize the potential for RF interference from other devices, the endpoint shall transmit using the frequency hopping, spread spectrum technique comprised of alternating pseudo-random frequencies within the 902 MHz to 928 MHz unlicensed band.
- For ease of implementation, the System shall not require any special licensing, including licenses from the FCC. The System must, therefore, operate in the 902 MHz to 928 MHz unlicensed band.
- The System must be expandable at any time without getting authorization from the FCC.
- No wake-up tone shall be necessary.

### 3.2.2 FIELD AND INSTALLATION OPERATIONS

- No endpoint programming shall be necessary for installation.
- The endpoint shall be mounted per the manufacturer's installation instructions to ensure a reliable and quality installation throughout the life of the endpoint.
- The handheld reading equipment shall provide a test mode to verify proper operation of the endpoint by displaying the endpoint ID number and meter reading.
- The handheld reading equipment shall provide a test mode to verify proper operation as well as troubleshooting of the endpoint on the AMI network by displaying the endpoint ID number and latest meter reading.
- The endpoint shall be capable of being received by a handheld receiver, mobile receiver, or fixed network data collector without special configuration, programming of operation modes, or re-manufacture.

### 3.2.3 DATA TRANSPORT

- The endpoint shall provide 8-digit reading resolution from encoded registers using either Neptune E-CODER or Sensus UI-1203 protocol in mobile as well as AMI network data collection applications, simultaneously, without need for programming.
- The endpoint shall read the encoded register at 15-minute intervals to provide accurate leak and reverse flow detection using 8-digit resolution reads.
- The endpoint shall transmit readings from the encoder that are not older than 15 minutes.
- The endpoint shall transmit the meter reading continuously at a predetermined transmission

interval.

- The endpoint shall transmit AMI network messages every 7 ½ minutes – standard. No programming shall be necessary to activate transmission of AMI network messages.
- Each AMI network message shall include capability to include 3-meter readings for redundancy to improve read success rates.
- The endpoint shall transmit mobile messages every 14 seconds – standard. No programming shall be necessary to activate or revert to transmission of mobile messages.
- In the event of a cut wire, the endpoint shall not send the last good read as this can lead to miss-billing. The endpoint shall transmit a trouble code in lieu of the meter reading.
- Tamper – If wiring has been disconnected, a “non-reading” shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.
- Each device shall have unique pre-programmed identification numbers of ten (10) characters. ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and barcode form. The label shall also display FCC approval information, manufacturer’s designation, and date of manufacture.
- The endpoint shall transmit the encoder meter reading and a unique endpoint ID number.
- The endpoint shall interface to encoder registers using Neptune ProRead, Neptune E-CODER or Sensus UI- 1203 communication protocol via a 3-conductor wire without need for special configuration to the endpoint.
- The endpoint shall periodically transmit a packet that includes the register information such as register ID, register type, and other status information no less than weekly.

#### 3.2.4 OPERATIONAL CHARACTERISTICS

- Power shall be supplied to the endpoint by a lithium battery with capacitor.
- The number of radio-based meter reads performed must not affect the battery life.
- The battery life shall not be affected by outside erroneous wake-up tones (e.g., other water, gas, or electric utilities reading and therefore sending out a wake-up tone).
- The battery shall be a fully potted component of the endpoint with no external wires.
- The vendor shall warrant that the endpoints shall be free of manufacture and design defects for a period of twenty (20) years – the first ten (10) years from the date of shipment from factory without prorating and the second ten (10) years with prorating, as long as the endpoint is working under the environmental and meter reading conditions specified.

#### 4. DATA COLLECTION DEVICES

The System shall provide a means of communication between the endpoint installed at the meter site and the host software. In a walk-by system, it must be a handheld computer capable of reading meters using keyed-entry, inductive encoder probing, or RF communications with an attached receiver device without the need to switch modes within the handheld.

In the case of a mobile application, the data collection device must be a portable tablet.

For the fixed network application, the data collection device must be an environmentally sealed control box able to adapt to various installation settings and must have the capability to receive, store, and communicate meter readings to the host software for further use and analysis.

##### 4.1 WALK-BY APPLICATION

For Walk-By applications, the System must give user the ability to collect metering data in several ways:

- Keyed entry
- Inductive probing
- RF communication: The handheld must connect via Bluetooth to an RF receiving device

The proposed walk-by data collection system must include:

- Handheld data collector device Bluetooth paired RF receiving device
- Communication cradles for charging and loading the handheld unit (only for devices running Windows Mobile OS)
- Probes for interrogating Neptune ProRead/E-CODER or Sensus UI 1203 protocol absolute encoders (optional)

#### 4.1.1 HANDHELD DATA COLLECTOR DEVICE

##### 4.1.1.1 BASIC FUNCTIONS

The handheld data collection device shall have the capability to collect and store meter readings at any time of the meter reading route by any of the following methods:

- Manual use through an alphanumeric keypad.
- Probing of water meters equipped with supported absolute encoders.
- Via radio frequency through a Bluetooth-paired receiver.
- The unit shall be able to obtain all types of readings on any particular route without requiring:
  - Reprogramming of the handheld computer.
  - Physical change of software contained within the unit while in the field.
  - Access through special software menus contained within a given route/program.

The handheld data collection device must be able to multitask by collecting data while in keyed entry (manual) meter reading mode. Contractor will provide to the CITY at least one fully functional device.

##### 4.1.1.2 HARDWARE REQUIREMENTS

###### 4.1.1.2.1 OPERATING SYSTEM

The System must support a variety of handheld data collection devices. These devices must run Windows Mobile 6.1 or 6.5 Operating System, Android Operating System, or Apple iOS Operating System.

###### 4.1.1.2.2 CASE (ONLY FOR DEVICES RUNNING WINDOWS MOBILE OS)

- The unit must be able to withstand 26 drops at room temperature from four (4) feet onto plywood over concrete.
- The handheld must meet and exceed MIL-STD 810F standard, method 516.5, procedure IV for drop tests.
- The handheld shall be ergonomically designed to be comfortable for handheld meter reading.

###### 4.1.1.2.3 DISPLAY

- The size of the display characters must be selectable, allowing the use of larger characters that are easier to read. The screen must support a minimum resolution of 480 by 640 pixels or 640 by 480 pixels.
- There must also be a manual contrast adjustment feature which will allow the user to

adjust the contrast to his or her satisfaction.

#### 4.1.1.2.4 KEYBOARD (ONLY FOR DEVICES RUNNING WINDOWS MOBILE OS)

- The handheld must support one of the two keyboard options:
- The keyboard must have independent numerical keys with adequate separation for use with a gloved hand. Must have a full-on screen, customizable alphanumeric keyboard.
- Full QWERTY keypad with adequate separation with a gloved hand with number pad as well as directional buttons with four programmable buttons.
- There must be an auto-repeat function on keys and a rapid response between keying and seeing results on the screen.

#### 4.1.1.2.5 BATTERY

- The battery capacity must be sufficient for a minimum of ten (10) hours of meter reading.
- The handheld must come with a power management system designed to conserve power.

#### 4.1.1.2.6 MEMORY

- The handheld data collection device must include a minimum of 128 MB of DDR SDRAM.
- The handheld must have 512MB or greater of on-board non-volatile flash storage.

#### 4.1.1.2.7 CARRYING METHOD (ONLY FOR DEVICES RUNNING WINDOWS MOBILE OS)

- A carrying mechanism must be provided with each unit and must provide ease of use for right- or left-handed operators.

#### 4.1.1.2.8 SIZE

The handheld data collection device dimensions must not be larger than:

- Length: 10.5" (17.6 cm)
- Width: 5.2" (10 cm)
- Height: 1.9" (5.0 cm)
- Or device specific for Android and iOS powered devices

#### 4.1.1.2.9 WEIGHT

The unit's weight must be no more than 2.3lbs with battery installed.

#### 4.1.1.3 ENVIRONMENTAL CHARACTERISTICS (ONLY FOR DEVICES RUNNING WINDOWS MOBILE OS)

The handheld must include but not be limited to the following:

- The unit must operate in a temperature range of -30°C to +60°C (-22° F to +140° F).
- The device shall be water-resistant, capable of unlimited exposure to spray or splash (such as rain or snow).
- The handheld unit must be capable of being immersed in 3.3ft (1 meter) of water for 30 minutes.
- The device must be protected against an 8kV static discharge without loss of data.
- The unit must be resistant to various chemical products and must be sealed to keep out dust, humidity, and water.

- The device must be shock-resistant exceeding IEC 68-2-32 method 1 (a one-meter drop on concrete).
- The unit must be CE and FCC certified.

#### 4.1.1.4 HANDHELD SOFTWARE REQUIREMENTS

##### 4.1.1.4.1 BASIC FUNCTIONS

The handheld software must be easy to use and give the meter reader control over the route in searching for accounts, entering related notes, and manually reading meters.

The handheld software must include entry of meter readings.

In addition, the handheld software shall include but shall not be limited to the following basic features:

- User customizable key assignments.
- Allow manual or automatic entry of meter readings, ID numbers, and note codes.
- Perform high/low test on readings.
- Date and time stamped to each reading.
- Identify type of reading – manual keyed, probed, or RF endpoint.
- Perform unread meter search.
- Found meter processing for new accounts.
- Data search capability (display, notes, and ID).
- Auto-search for automatic reading of encoded meters.
- Display the number of read and unread accounts on demand.

##### 4.1.1.4.2 SOUNDS

Successful meter readings must be confirmed by an audible tone.

#### 4.1.2 COMMUNICATIONS / CHARGING EQUIPMENT

##### 4.1.2.1 COMMUNICATION

Communications between the handheld and the PC software must be established using a wireless synchronization or cradle connected via Ethernet or USB. In addition, the following basic features must be included:

- Extensive error checking is provided to ensure data integrity during communications between the handheld and the PC.
- A typical route of 400-500 accounts can be loaded or unloaded in less than one minute with the ability to load more than 5,000 records into a single handheld unit.
- Routes/books can be split at the PC level.
- Once loaded, routes may be individually selected on the handheld.

##### 4.1.2.2 COMMUNICATIONS/CHARGING CRADLES

- The communications/charging cradle will be housed in a suitable material that can be wall or tabletop mounted.
- It will have the capability of recharging the handheld unit within four hours and also provide the communication port connection to the computer.
- The cradle will be capable of communicating with the host computer at 10 Mbps.

- The cradle must be capable of both USB and Ethernet communications with a PC.
- The charging units must carry the Underwriters Laboratory (UL) seal of approval.

#### 4.1.3 PROBES

The handheld must be compatible with a wireless probe capable of reading Neptune ProRead/E-CODER or Sensus UI 1203 protocol absolute encoders.

#### 4.1.4 RADIO FREQUENCY CAPABILITY

The meter reading system must be capable of being upgraded to radio frequency communications. Utility plans to read water meters equipped with radio frequency endpoints. Only absolute encoder registers using Neptune ProRead/E-CODER or Sensus UI-1203 communication protocols shall be acceptable. For the radio frequency-based meter reading system, the encoder registers will be connected to an RF endpoint that shall provide the radio link from the meter to the handheld interface unit. Endpoints shall feature “auto detect” functionality and shall not require reprogramming in the field.

The handheld radio frequency receiver must be separate from the handheld unit itself.

##### 4.1.4.1 RADIO FREQUENCY READING FUNCTION

The function of the handheld and external receiver in radio frequency mode is to provide utility the capability of reading meters via radio signals transmitted by the RF endpoints. The external receiver must be capable of receiving RF readings and transferring those readings to the handheld via Bluetooth connection. All transmissions from supported endpoints will be collected. The reading of any endpoint shall be automatically stored in the proper account record without the intervention of the meter reader. Should any endpoint not be able to be read during the route, the software shall support storage of a flag in the account record, indicating clearly that the endpoint could not be read. When reading the meters in the RF mode, it should not require the meter reader to activate any wake-up tone.

The handheld with the external receiver reading equipment must provide a test mode to verify operation of the endpoint. This test mode must be accessible from within the meter reading application as well as accessible from a handheld’s main screen (no login required). The test application must be capable of reporting statistics for an individual endpoint or displaying all endpoints within range.

##### 4.1.4.2 WALK-BY RF TRANSCEIVER

- The walk-by RF transceiver must be a separate belt clip, wearable, transmit/receive device which communicates via Bluetooth to the handheld.
- The walk-by RF transceiver must support the ability to remotely command the endpoint to transmit data log interval data.
- The walk-by RF transceiver antenna shall be internally mounted.
- The walk-by RF transceiver must meet FCC Class B certification.
- The walk-by RF transceiver must contain an SD card.
- The walk-by RF transceiver must utilize SDR (software-defined radio) technology.
- The walk-by RF transceiver must contain a mini-USB port for both battery charging and PC communications.
- The walk-by RF transceiver must contain a field replaceable battery.
- The walk-by RF transceiver must have four (4) LEDs displaying the following:
  - Battery/Power status
  - RF status
  - Bluetooth status

- Mode status
- The external RF transceiver must be capable of unattended operations where the receiver is not paired with any handheld device but hears and stores any received reading packets to the SD card. This data must be able to be imported into the host software for use as billing reads.

The following specifications must be met:

#### 4.1.5 RADIO CHARACTERISTICS

- Receiving Frequency: 910-920 MHz unlicensed RF.
- The walk-by RF transceiver must have 50 channels.
- The walk-by RF transceiver must support reading eight (8) channels simultaneously.
- The walk-by RF transceiver must be capable of processing 360 RF packets per second.

##### 4.1.5.1 SIZE AND WEIGHT

Physical specifications of the external RF receiver must be within the following parameters:

Length:	5.75" (14.6 cm)
Width:	1.66" (4.22 cm)
Height:	3.58" (9.1 cm)
Weight:	(with battery): 1.3 lbs. (without battery): 1.1 lbs.

##### 4.1.5.2 ENVIRONMENTAL OPERATING CONDITIONS

- Operating conditions: -4°F to +122°F (-20°C to +50°C)
- Storage temperature: -40°F to +185°F (-30°C to +70°C)
- Designed to and tested to MIL-STD-810F specifications
- Designed to withstand electrostatic discharges per EN61000-4-2

##### 4.1.5.3 RF WALK-BY RECEIVER BATTERY LIFE

The data collection device battery must provide enough power to support RF meter reading for a minimum of eight (8) hours.

#### 4.2 MOBILE DATA COLLECTION SYSTEM

The mobile data collection device must be a portable, compact electronic system mountable in any vehicle.

The mobile data collection device shall be easily transportable from vehicle to vehicle or from vehicle to office.

##### 4.2.1 HARDWARE SPECIFICATIONS

The key components of the mobile data collection device must consist of a portable personal computer (PPC) or Android/iOS mobile device, an integrated radio receiver unit, and remote rooftop magnet mount antenna.

The mobile data collection device must be easily installed in any vehicle that will drive to the field for meter reading. It must be mounted securely in the passenger seat with a standard seat belt. Through a 12V DC plug-in power cord, the unit must be powered from the vehicle's power supply

(cigarette lighter).

The mobile data collection device must include a magnetic base antenna and the antenna cord as well as all necessary power and communication cables.

The mobile data collection device shall draw no more than one (1) AMP of power. The mobile data collection device dimensions must be no larger than the following parameters: 11.0" x 8.0" x 3.15". The weight shall not be more than five (5) lbs.

The mobile data collection device shall support the connection to any mobile device that meets the following minimum system requirements:

- Operating System: Android Operating System 6 and above, iOS Operating System 11 and above
- Communication: Internal 801.11 b/g wireless LAN or Cellular Connectivity
- Bluetooth

#### 4.2.2 ENVIRONMENTAL CONDITIONS

The mobile data collection device must work in the following environmental conditions:

- Operating Temperature: 32° to +122°F (0° to +50°C)
- Storage Temperature: -40°F to +185°F (-40°C to +85°C)
- Operating Humidity: 5 to 95% non-condensing relative humidity

#### 4.2.3 MOBILE DATA COLLECTION SOFTWARE REQUIREMENTS

##### 4.2.3.1 BASIC FUNCTIONS

The software must be a dialog-based, intuitive, easy-to-use meter reading application.

After the meter reader starts the reading process, the software must automatically collect the meter reading data received from the radio receiver unit. The software should capture all readings for any routes loaded without having to select the route for reading.

The software should have an option to wirelessly synchronize meter reading routes and reading data with the host software in real-time or on-demand.

The software shall be touchscreen friendly and operate on Android or iOS devices.

Unit must be capable of optimizing the memory storage space by filtering out duplicate readings from the same endpoint and keeping only the last reading received.

Each reading record must contain an endpoint ID and a time stamp of the reading.

The software must be capable of performing high/low test on readings.

The software must provide a progress bar that provides route reading status for individual as well as all routes combined.

The software must support retrieval and graphing of 96 days of data logging intervals from the

endpoint.

The software must contain a test mode used to validate endpoint installation. The test mode must provide endpoint ID reading, as well as flag status.

The software must have an option to geocode meter reading routes by address.

The software must allow a manual reading to be entered into the account record.

The software must allow freeform notes to be entered to record conditions in the field that require noting and may require an additional work order created to address at a later date. The software must have a GIS mapping option compatible with ESRI ArcGIS.

The software must have advanced filtering to allow the user to view route mapping data by conditions such as flag type/status, audit status, and read status.

The software must be capable of displaying meter points and read success and unread accounts via GIS mapping interface. The software must be capable of collecting the following information for the host to generate reports; leak detection, tamper detection, and backflow conditions.

The software must allow for GPS location tracking of the meter reading vehicle.

The software must allow for GPS breadcrumb tracking of the meter reading vehicle during the route reading process.

#### 4.2.4 MOBILE DATA COLLECTION DEVICE PERFORMANCE REQUIREMENTS

The magnet mount antenna must be omni-directional and support a gain of 5 dB minimum.

The receiver utilized must operate with a minimum sensitivity of greater than -110 dBm.

The receiver module must process at minimum 72 discrete channels across a 10 MHz bandwidth utilizing a digital signal processor capable of capturing eight-meter readings simultaneously from these channels.

The receiver module must operate with a dynamic range of greater than or equal to 100 dB with a message success rate greater than 50%.

The mobile data collection device must be able to maintain a minimum sustained processing rate of 70 unique meter reading accounts per second.

The mobile data collection device must reject a minimum 45 dB of noise energy above the target message in adjacent channels.

The mobile data collection device must operate effectively at posted speed limits.

### 4.3 FIXED NETWORK COMPATIBILITY

#### 4.3.1 BASIC REQUIREMENTS

The fixed network functionality must be able to operate in parallel with other meter reading

technologies such as walk-by, handheld, and mobile systems and utilize a common interface to the CIS/billing software system. The fixed network functionality must also support the migration of technologies (example: handheld to mobile, mobile to fixed network).

The fixed network functionality is comprised of two major components; data collection software and fixed network data collection units.

The fixed network functionality must be capable of automatically retrieving reading information from the same endpoints being read by walk-by and mobile data collection devices to manage customer account and meter reading data, to provide usage analysis, and to provide a flexible host interface to utility's CIS system.

The fixed network functionality must be capable of retrieving consumption information from endpoints via walk-by, mobile drive-by, and fixed network data collection without the need for mode changes or reprogramming.

The host software must be capable of storing meter readings with the capability to store up to 96 readings per day per meter. The host software must also provide meter reading management reports, usage analysis reports (flow profiling, leak detection, tamper detection, and reverse flow conditions), off-cycle reads, and system management diagnostics. Must provide comprehensive coverage for all selected strategic commercial and industrial customers, including indoor, outside, and in pits/vaults, utilizing a single or hybrid technology solution. The network architecture should provide scalability and adequate bandwidth to provide hourly reading requirements.

The WAN architecture must be flexible to allow communications via common public communication networks such as CDMA, GSM, and LTE cellular systems.

The fixed network functionality must utilize an unlicensed radio frequency band for LAN communications.

Network management tools must be available to properly monitor the performance of the system to ensure reliable data delivery to utility for all billing and/or other customer service applications.

Both the fixed network WAN and host software shall remain the property of utility. All costs associated with the ongoing operation of the system will be the responsibility of utility.

Utility shall be responsible for the operation and maintenance of the fixed network infrastructure.

#### 4.3.2 HARDWARE REQUIREMENTS

Fixed network data collection must support flexible installation configurations for rooftop, pole, and wall installations.

The fixed network data collection units must utilize a 50-channel, software-defined radio (SDR) capable of processing up to 360 readings per second and eight (8) readings simultaneously. The fixed network data collector must support a web service connection to the host software.

The fixed network data collection units must provide USB flash drive data retrieval in the event of a backhaul outage. All data stored to the USB flash drive must be encrypted via AES128. The fixed network collector shall utilize an SD card for flash memory storage.

The fixed network shall encrypt all stored reading files via AES128.

The fixed network data collection units with AC power must have an uninterruptible power supply (UPS) capable of powering the data collector for eight (8) hours in the event of a power outage.

The fixed network data collection units must support the following backhaul options:

- EVDO Rev A (CDMA)
- UMTS/HSPA (GSM)
- 4G LTE
- Fiber
- Ethernet

The data collection units shall consist of the following:

- NEMA 4X enclosure
- 100-140V power supply with UPS or solar cell with battery backup
- LAN: Receiver shall support unlicensed communication protocol from endpoints and comply with FCC part 15.247
- WAN: Multi-carrier cellular modem or Ethernet

Must be able to provide a minimum daily meter reading resolution.

Must be able to store a minimum of seven (7) days of data in the fixed network data collector.

The data collection unit must meet the following environmental operating requirements:

- Temperature range: -20° F to +140° F (-30° C to +60° C)
- Humidity: 0 to 95% non-condensing inside enclosure

## 5. AMI/AMR UTILITY SOFTWARE APPLICATION OVERVIEW

The utility application must provide all the controls needed in the network for the essential functions of the metering data output received from the communication with field collection devices. The application must present this data within an intuitive user interface that is easy to interpret and understand. It must integrate seamlessly with other third-party applications the utility utilizes such as CIS/billing software applications and work order management systems.

### 5.1 BASIC FUNCTIONALITY FOR AMR & AMI

- The utility application shall have the capability of interfacing with the utility's CIS/billing software through a file layout that meets the specifications provided by the systems vendor.
- The application must have a method to import and export files for billing processes.
- A method must be available for a user to specify the routes to be exported and for transferring files from the application to the billing system.
- The application must be accessible through an internet web browser for accessibility anywhere.
- The utility application must operate within a Microsoft Windows platform and is hosted by the systems vendor.
- A geographical view of metering assets shall be available within the user interface.
- The utility application must allow Mobile AMR and AMI networks metering processes to be run in parallel within a single user interface.
- Graphical presentation of consumption data must be viewable within the user interface.
- The application must have a method to display individual account consumption based on meter size,

meter type and unit of measure.

- Multiple levels of user security access must be available within the utility application.
- A method to search for records matching an endpoint ID, Account, Name, or Address must be available within the application.
- The application must support meter readings (4-8 digits) and endpoint ID numbers up to 10 digits.
- All metering output data, such as leaks and reverse flow indications, shall be viewable within the application. Granular reporting shall be available that defines all accounts that have triggered the event.
- The utility application shall display the top 10 consumers with the highest consumption within the user interface. A method to view additional high usage consumers should be available.
- Reading performance reports and usage analysis capabilities shall be available within the utility application.
- All available reports shall be exportable to Microsoft Excel or PDF formats.
- The utility application shall present to the user the number of successful, unsuccessful and invalid readings.
- The application shall be able to identify and create reports for accounts with zero usage or high usage as determined by the user.

## 5.2 AMI NETWORK SOFTWARE FUNCTIONALITY

- The application must have the capability to store all meter data information obtained from the AMI Data Collection Devices.
- The application must provide system critical alarms, such as reverse flow and potential continuous consumption, in a statistical view within the utility application and provide notification to utility personnel.
- The utility application shall have a method to clone a specific AMI collection device for a replacement device when required.
- The application must have the capability to monitor endpoints that have transmitted for the first time to identify reading success.
- Monthly, daily and hourly consumption shall be viewable within the user interface in a tabular and graphical data presentment.
- Daily and hourly readings shall be viewable within the user interface in a tabular format.

## 5.3 MOBILE AMR SYSTEM FUNCTIONALITY

The cloud platform must provide the capabilities of collecting metering data from the Mobile AMR collection devices and present the data in a user-friendly view for consumption by utility users.

The following functionality shall be provided within the software:

- The utility application must have a method to view, load, and make route assignments for meter readers.
- A method of loading routes to handheld, mobile drive-by handheld, cellular phones and tablet devices shall be viewable within the application.
- The application shall provide a method of data transfer to the mobile drive-by device and accept data from the device.
- The application shall manage the routes that are loaded into the data collection device.
- The application shall have a method to communicate wirelessly to handheld, cellular phones or tablet devices.
- The utility application shall have a method to split routes by collection method or into equal parts

for managing meter reading load activities.

#### 6. MOBILE APPLICATION DEVICE COMPATIBILITY

- The mobile application shall contain a method of completing meter reading tasks via an Android or an iOS mobile phone or tablet device.
- The mobile application shall contain a method to provide data log capabilities via a mobile phone or tablet device.
- When using a mobile device for meter reading, the software platform shall provide a method of real-time synchronization for loading and unloading routes on the device.
- The mobile application shall have a method to data log a meter endpoint, and it shall include graphical and tabular views that include any meter output such as leaks and reverse flow indications.

#### 7. SOFTWARE-AS-A-SERVICE (SAAS)

The utility requires a CONTRACTOR that is responsible for ownership of the software and all associated hardware to operate the software. The utility shall only be responsible for the computers or laptops needed to access the applications via a web browser. The CITY shall maintain ownership of all data received by the AMR system or the AMI network and shall be provided online access to all data during an active subscription. In the event the subscription terminates, the vendor shall provide the data to the utility in an agreed upon media format.

The CONTRACTOR shall provide the following services to the utility during a minimum of a 15-year subscription at no additional cost to the CITY and included with the initial purchase:

- The SaaS vendor must have a minimum of two years' experience providing hosting services within the water utility space.
- The SaaS subscription must cover all software patches, operating system updates, security and network monitoring, and platform preventive maintenance for the 15-year contract period.
- The vendor shall provide the utility with a service level agreement that meets 99% application availability during business hours of operation, excluding corporate holidays.
- A disaster recovery plan for any failures at the managed services center to ensure continuity of the utility's data and continued access that meets agreed upon contract SLAs shall be provided by the SaaS vendor.
- The SaaS vendor must have a data backup strategy and process.
- A method of communicating or alerting the utility in the event of system failure or downtime must be provided by the vendor.
- The vendor shall have security and monitoring services in place that ensures the privacy and security of the utility's data.
- The vendor shall ensure that the data and all redundant data is housed in the country in which the utility resides.
- All data in transit to the cloud must be encrypted.

#### 8. TRAINING AND SUPPORT

An approved, detailed in-person training plan must be developed by the CONTRACTOR with approval by the CITY based on results of pre-implementation meetings. The following are items to be determined during these meetings:

- Identify the training personnel and the employees to be trained.
- Identify training schedules for hardware, software, and complete system products.
- Define acceptance criteria for system deployment.

The CONTRACTOR shall be responsible for fully training CITY personnel in the system mapping, deployment planning, and installation of all end-point hardware and reading systems.

#### 9. SUPPORT SERVICES

The CONTRACTOR shall have a customer support department. The customer support department is required to maintain a telephone help desk and must have the capability of continuing the support through the use of the 15-year service agreement. A list of required services to be provided by the help desk includes but is not limited to the following:

- Answer and resolve hardware/operation/maintenance questions and problems.
- Answer and resolve software operation questions and problems.
- Evaluate information for updates or revisions.
- Evaluate personnel for training needs.
- Perform additional on-site training or evaluation as needed.

The help desk must be available weekdays between 8:00 a.m. and 6:00 p.m. EST with after-hours numbers available as needed.

#### 10. INSTALLATION, TRAINING, AND POST IMPLEMENTATION SUPPORT

Complete installation and operating instructions will be included for all supplied hardware and software equipment. The training must be supplied by the System manufacturer or approved VAR. Proposal must include any additional costs for training and assistance to install and begin operation of the System. The CONTRACTOR will also inform the customer of what pre-installation activities are to be completed and what support material will be needed for all hardware installation.

The data transfer between of metering data to utility billing system shall be the responsibility of CITY, with assistance from the CONTRACTOR, and the cost of any programming or fees associated with the data transfer program are not included in this bid.

Support services for software and hardware shall be available at no charge for the 15-year service agreement period after system is completely installed. Support services in the form of phone calls, remote log-in, and/or in person meetings shall be provided by factory trained personnel located within 75 miles of the CITY of Bethany.

#### 11. PERFORMANCE WARRANTIES

In evaluating bid submittals, warranty coverage will be considered. The CONTRACTOR shall be required to state its warranty and/or guarantee policy in writing with respect to each item of proposed equipment. The procedure for submitting warranty claims must also be provided.

#### 12. SYSTEM MAINTENANCE SUPPORT

In addition to warranty periods, vendors are required to supply information on required or optional maintenance programs beyond the warranty period for both hardware and software.

CONTRACTOR must at a minimum have a 15-year maintenance contract, so CITY can take advantage of multi-year discounts.

The location of and procedures for obtaining such support shall be stated. A toll-free help desk number must be provided for system support.

### 13. VENDOR QUALIFICATIONS

The qualified vendor will have a minimum of thirty (30) years' experience with meter reading systems. The selected vendor shall be thoroughly versed in encoder meter and RF AMR/AMI technology and be a major supplier in the marketplace. The proposed System shall be manufactured and maintained by the selected vendor or an equity partner.

All vendors shall document which water meter manufacturers and models with which they are capable of interrogating with the proposed meter reading equipment. A customer reference list shall be enclosed with the proposal.



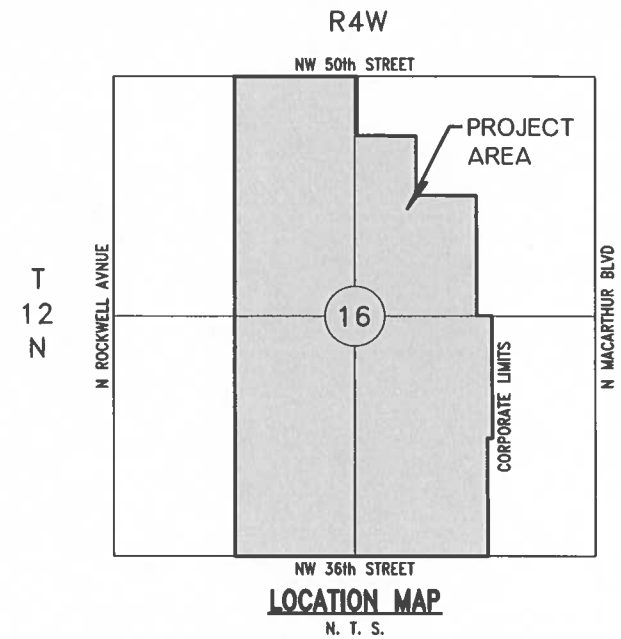
# WATER METER AUTOMATION IMPROVEMENTS

OWRB PROJECT NO. ARP-23-0069-G

PREPARED BY



3020 N.W. 149th STREET  
OKLAHOMA CITY, OKLAHOMA  
(405) 752-1122 FAX (405) 752-8855



The City of  
**BETHANY, OKLAHOMA**

NIKKI LLOYD, Mayor  
ELIZABETH GRAY, City Manager

**COUNCIL MEMBERS:**

AMANDA SANDOVAL	Ward 1	MARILYN MCPHAIL	Ward 3
CHRIS POWELL	Ward 1	KATHY LARSEN	Ward 3
MATTHEW GOODWIN	Ward 2	BRIAN MAGIROWSKY	Ward 4
STEVE PALMER	Ward 2	JEFF KNAPP	Ward 4

**SHEET INDEX**

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
0001 . . . . .	TITLE SHEET
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AC02 . . . . .	GENERAL CONSTRUCTION NOTES
C001 . . . . .	OVERALL LOCATION MAP
C002 - C017 . . . . .	WATER METER LOCATION SHEETS
D001 . . . . .	MISCELLANEOUS DETAILS
ER01 . . . . .	STORMWATER POLLUTION PREVENTION PLAN
. . . . .	OKC STANDARDS

**ONE CALL UTILITY LOCATION NUMBER**

840-5032  
1-800-522-6543

This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.

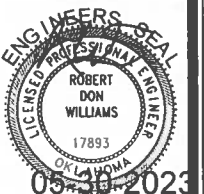
*RJS*

05-30-2023

ROBERT DON WILLIAMS, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
CA# 8428 EXPIRES JUNE 30, 2023

17893

DATE



APPROVED BY:

*RJS*

05-30-2023

CONSTRUCTION MUST BEGIN WITHIN SIX (6) MONTHS FROM THE DATE OF APPROVAL, OR THAT APPROVAL IS WITHDRAWN

ROBERT DON WILLIAMS, P.E.  
CITY ENGINEER




DATE

**PAY ITEM NOTES**

1. INCLUDES THE COST OF A COMPLETE SERVICE CONNECTION AND REMOVING AND PLUGGING THE EXISTING METER SERVICE LINE CONNECTION TO THE MAIN. COST ALSO INCLUDES 5/8 INCH WATER METER, NEPTUNE MACH 10 ULTRASONIC METER WITH ELECTRONIC ENCODER REGISTER, UNLICENSED AUTOMATED METER INFRASTRUCTURE (AMI), FITTINGS, CONCRETE BOTTOM IN METER CAN, SETTER, METER CAN AND TAIL PIECE STUB OUT, STAINLESS STEEL TAPPING SLEEVE FOR NEW WATER METER AND A STAINLESS STEEL WRAP AROUND TO PLUG EXISTING SERVICE CONNECTION. SERVICE LINES SHALL BE MUNICIPEX WATER SERVICE LINE MEETING STANDARD ANSI/AWWA C904 WITH STIFFNERS ON BOTH SIDE OR APPROVED EQUAL. THE CONTRACTOR SHALL TAP THE WATERLINE A MINIMUM OF 3 FEET AWAY FROM THE EXISTING METER SERVICE CONNECTION TO THE WATER MAIN. SEE TECHNICAL SPECIFICATIONS -WATER METER AUTOMATION IMPROVEMENTS.
2. ALL SERVICE LINES ON THE SAME SIDE OF THE STREET AS THE MAIN WATERLINE ARE SHORT SERVICES. ALL SERVICE LINES ON THE OPPOSITE SIDE OF THE STREET OF THE MAIN WATERLINE ARE LONG SERVICES. WATER METERS ARE TO BE INSTALLED BY A LICENSED PLUMBER.

Summary of Pay Quantities				
Item Number	Lot Name	Title	Quantity	Unit
1	Base Bid	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1	lump sum
2	Base Bid	SEDIMENT AND EROSION CONTROL	1	lump sum
3	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (2 INCH CONNECTION)	24	each
4	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (2 INCH CONNECTION)	16	each
5	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (3 INCH CONNECTION)	2	each
6	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (4 INCH CONNECTION)	100	each
7	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (4 INCH CONNECTION)	102	each
8	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (6 INCH CONNECTION)	127	each
9	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (6 INCH CONNECTION)	90	each
10	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (8 INCH CONNECTION)	84	each
11	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (8 INCH CONNECTION)	125	each
12	Base Bid	SINGLE SHORT SERVICE (5/8 INCH) (12 INCH CONNECTION)	17	each
13	Base Bid	SINGLE LONG SERVICE (5/8 INCH) (12 INCH CONNECTION)	10	each
	Base Bid	TRAFFIC CONTROL	1	lump sum
14	Base Bid	MOBILIZATION AND PROJECT MANAGEMENT	1	lump sum
15	Base Bid	TWO (2) AMI NETWORK DATA COLLECTION UNITS COMPATIBLE WITH PROPOSED AMI END POINTS, METERS, AND SOFTWARE, FURNISHED AND INSTALLED	1	lump sum
16	Base Bid	COST FOR 15 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK	697	each

**LEGEND**

- WATER SERVICE LINE 
- SINGLE SHORT SERVICE 
- SINGLE LONG SERVICE 

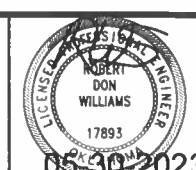
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THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**SUMMARY OF PAY QUANTITIES AND NOTES**



ARP-23-0069-G  
 SHEET NO. **AC01**  
 SHEET 2 OF 22

**GENERAL CONSTRUCTION NOTES**

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CITY OF OKLAHOMA CITY STANDARD SPECIFICATIONS, UNLESS SPECIFIED ON THE PLANS OR WITHIN THE TECHNICAL SPECIFICATION - WATER METER AUTOMATION IMPROVEMENTS.
2. CONTRACTOR SHALL "CALL OKIE" AT 811 STATEWIDE OR 1-800-522-6543 OUT OF STATE FOR INFORMATION ON UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
3. UNDERGROUND UTILITY LINES ARE NOT DEPICTED IN THESE DRAWINGS. PRIOR TO COMMENCING ANY CONSTRUCTION OR DIGGING OPERATIONS WITHIN THE AREA OF THESE DRAWINGS, A FIELD VERIFICATION AND PHYSICAL EXAMINATION OF THE WORK LIMITS SHALL BE MADE BY THE CONTRACTOR. CONTRACTOR SHALL "CALL OKIE" FOR COORDINATION AND ASSISTANCE IN LOCATING UNDERGROUND LINES.
4. CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUAL TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST ALSO OBTAIN A PERMIT FROM ODEQ (FORM 605-002A) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION. A COPY OF THE EROSION CONTROL PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST. POSSIBLE RUBBLE AND DEBRIS MAY BE ENCOUNTERED DURING EXCAVATION. ALL UNSUITABLE BACKFILL MATERIALS SHALL BE REMOVED AND LEGALLY DISPOSED OF.
6. ALL DEBRIS AND OTHER MATERIALS OF ANY NATURE NOT USED IN THIS CONTRACT MUST BE LEGALLY DISPOSED OF, OFFSITE.
7. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND APPLICABLE O.D.O.T. STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR COMPLETION OF THE PROJECT. ALL SIGNS, BARRICADES, AND CHANNELIZING DEVICES WHICH ARE SHOWN WITH EITHER TYPE "A" OR TYPE "C" LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL PLAN. LANE CLOSINGS SHALL BE COORDINATED WITH THE CITY OF BETHANY. NO ADDITIONAL PAYMENT, INCIDENTAL CONSTRUCTION.
8. THE DENSITY REQUIREMENTS FOR THE PROJECT ARE 90% STANDARD PROCTOR FOR UNPAVED AREAS AND 95% STANDARD PROCTOR FOR PAVED AREAS.
9. CONTRACTOR SHALL FOLLOW OSHA GUIDELINES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES, FENCES, AND LANDSCAPING NOT SHOWN TO BE REMOVED AND SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS TO THESE ITEMS UPON COMPLETION OF CONSTRUCTION.
11. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING PIPING, CONDUITS, AND UTILITIES PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE ACCURACY OF ALL MEASUREMENTS BEFORE CONSTRUCTING ANY PERMANENT STRUCTURE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH SURFACE AND SUB-SURFACE CONDITIONS.
14. ALL WORK AND/OR MATERIALS NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE FOR ITEMS WHICH ARE QUALIFIED FOR PAYMENT.
15. ALL WORK SHALL BE DONE IN A NEAT AND ORDERLY FASHION BY SKILLED WORKMEN. ALL WORK WILL REQUIRE INSPECTION TO INSURE ACCEPTABLE CONSTRUCTION.
16. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR STORM WATER PERMIT REGULATIONS AND STORM WATER EROSION AND SEDIMENT CONTROL PROCEDURES.
17. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
18. ALL ADDITIONAL WORK NOT CLASSIFIED AS A PAY ITEM SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION.

**GENERAL CONSTRUCTION NOTES (ROADWAY)**

1. THE PAVEMENT CUT AND PERMANENT REPAIR (ASPHALT) OR (CONCRETE) IS INCIDENTAL CONSTRUCTION TO INSTALL NEW METERS IN PAVEMENT. THERE IS NO PAY ITEM FOR THIS WORK.
2. CONTRACTOR TO COORDINATE WITH THE CITY OF BETHANY IN CONTROLLING WATER LINE VALVES TO COMPLETE WORK.
3. CONTRACTOR SHALL BE RESPONSIBLE TO PLACE NEW BERMUJA GRASS SOD ON ALL DISTURBED AREAS TO INSTALL THE WORK. THERE IS NO PAY ITEM FOR THIS WORK.

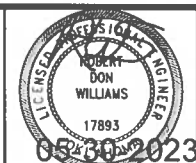
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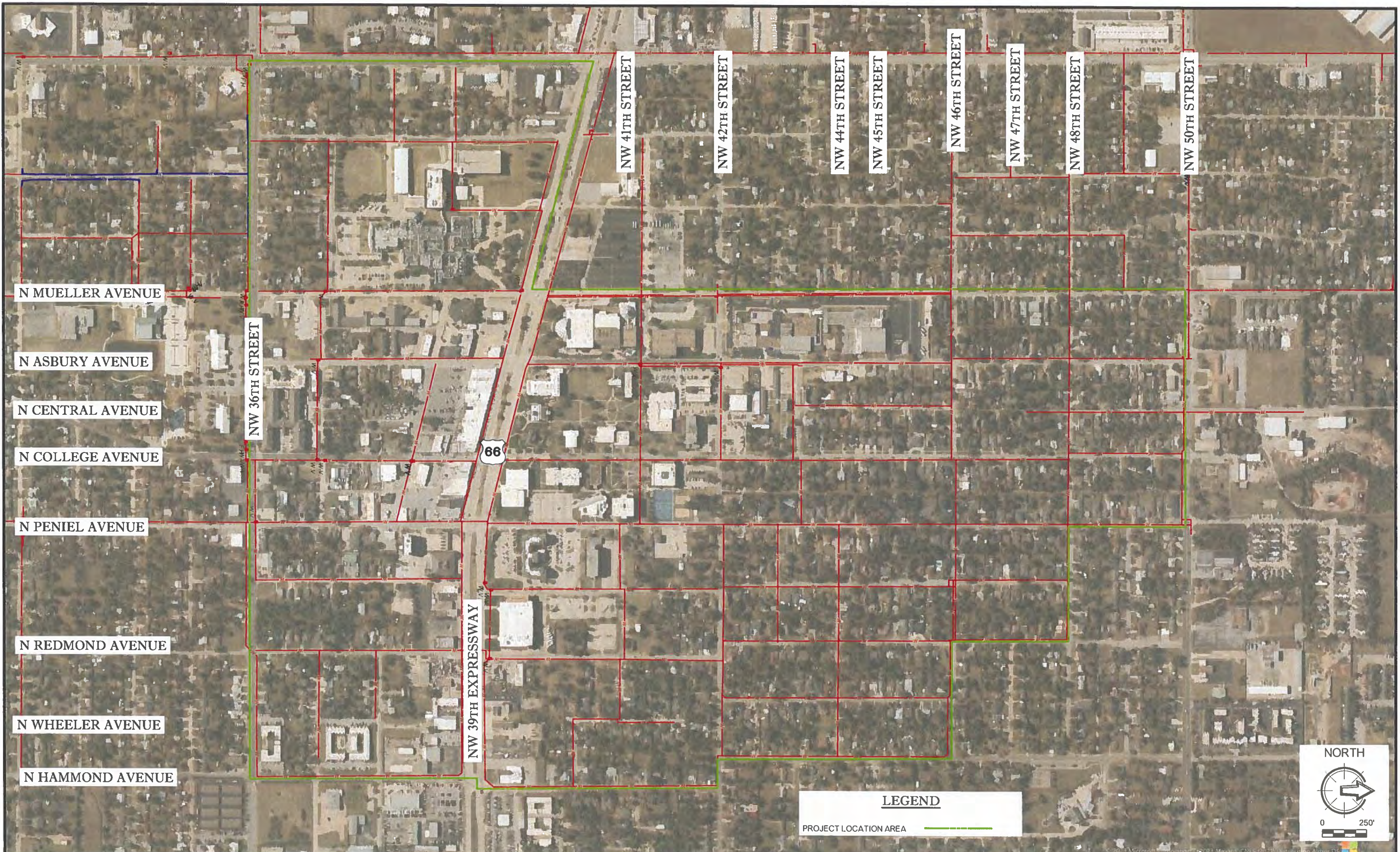
THE CITY OF BETHANY  
 WATER METER AUTOMATION  
 IMPROVEMENTS

CIVIL  
 CONSTRUCTION NOTES



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**LEGEND**  
 PROJECT LOCATION AREA -----



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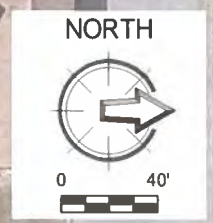
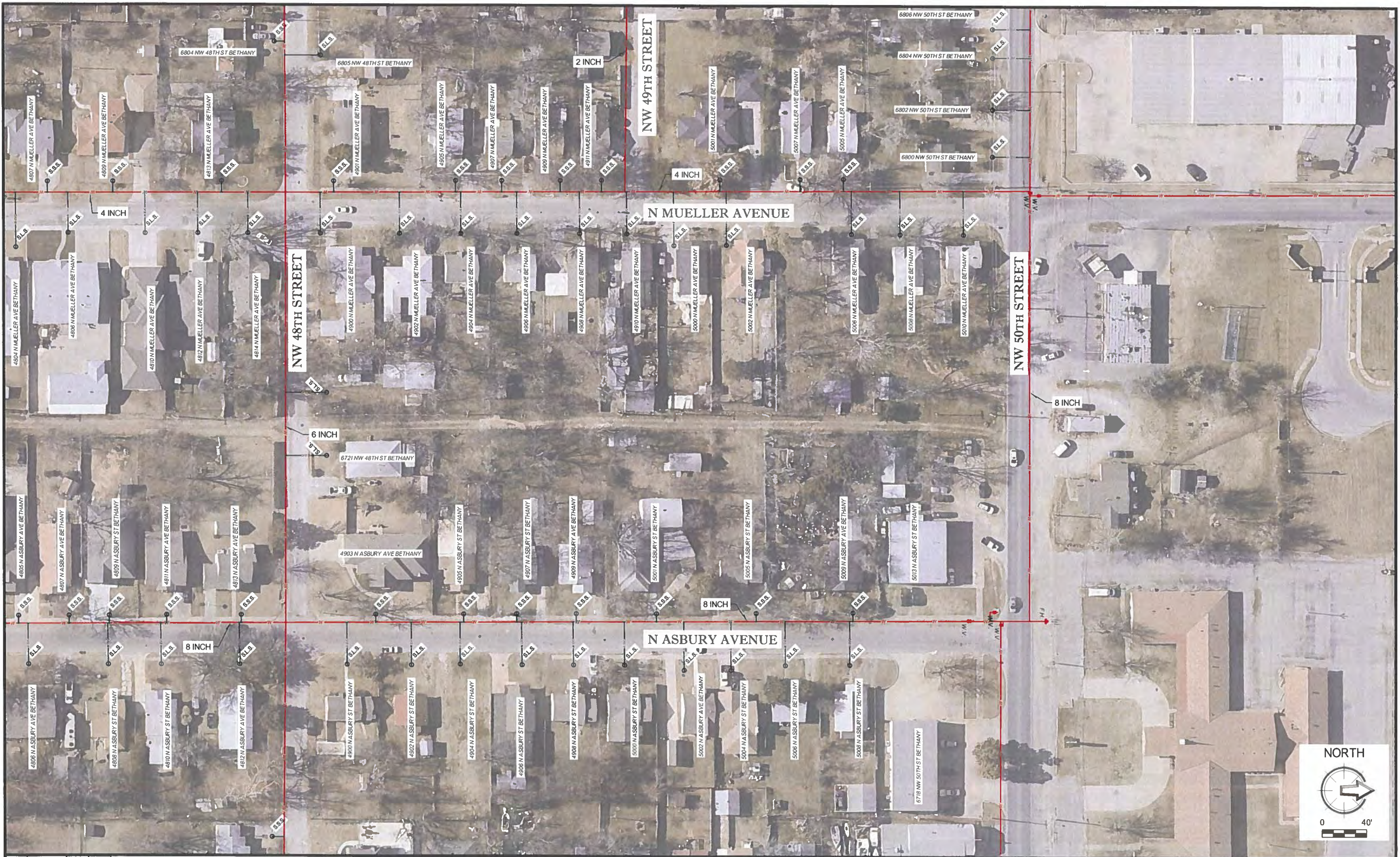
THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**OVERALL LOCATION MAP**



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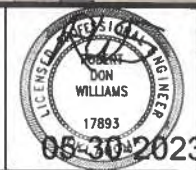
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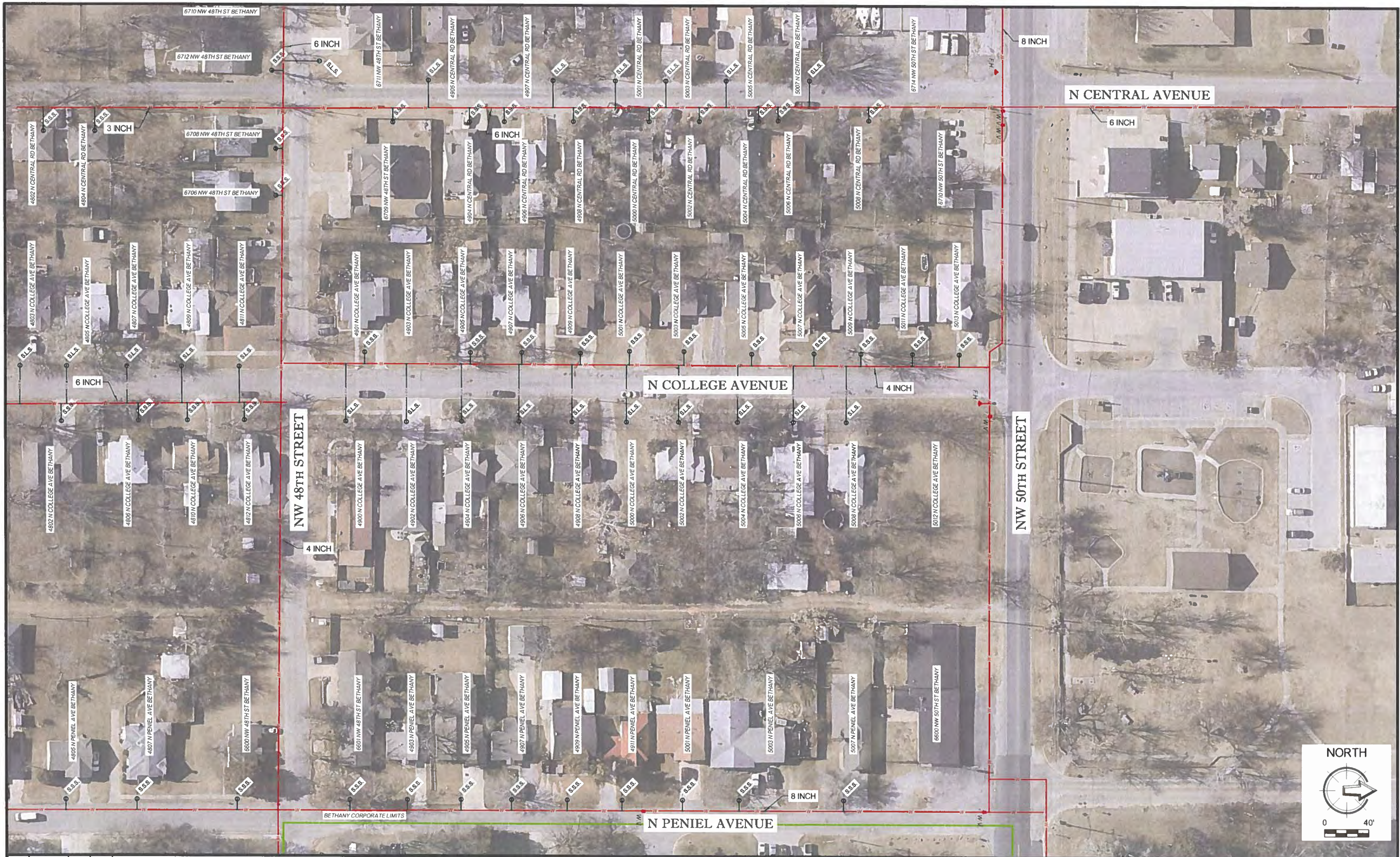
THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**WATER METER LOCATIONS**



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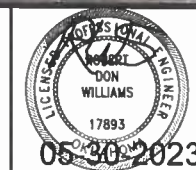
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THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

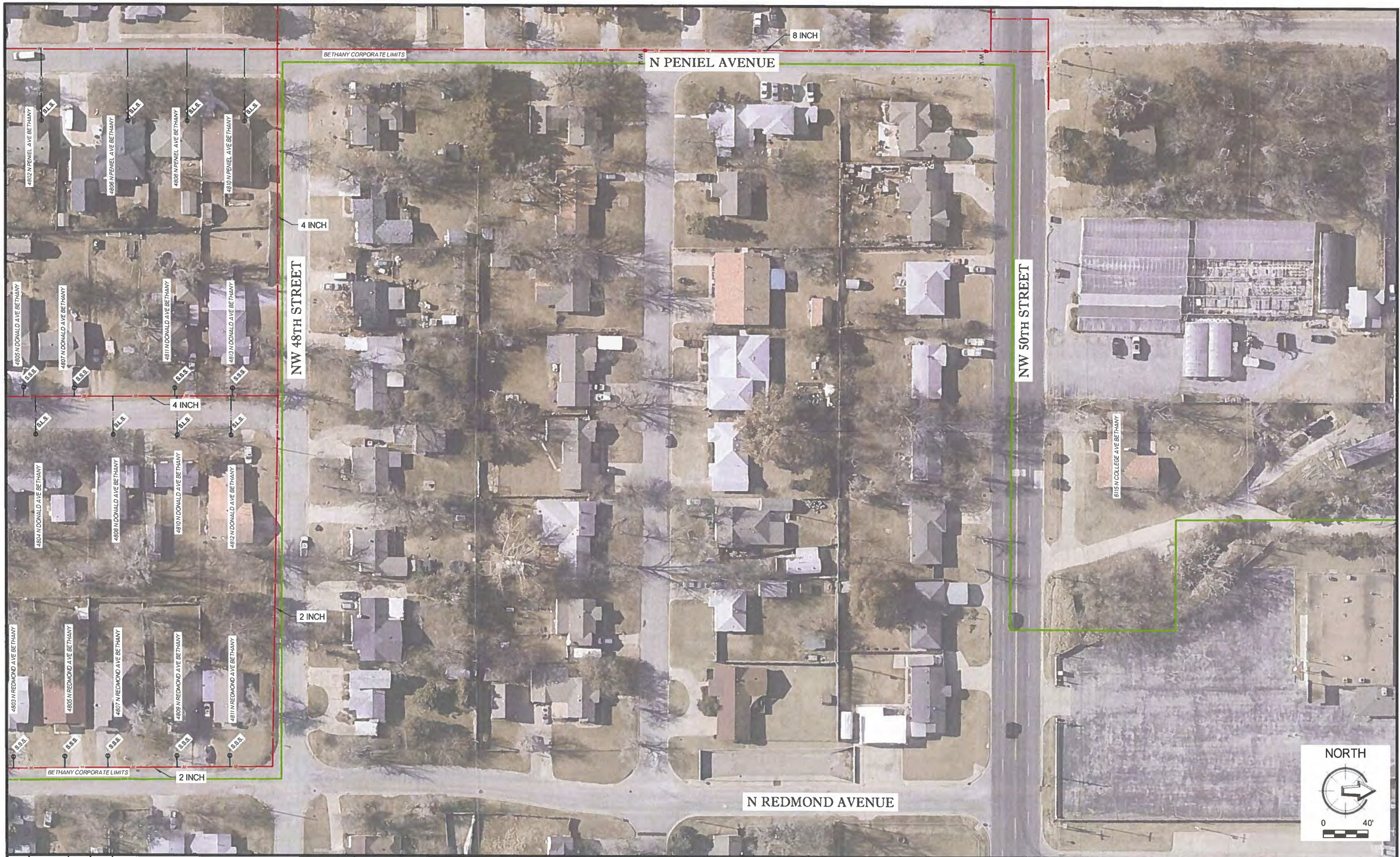
CIVIL  
**WATER METER LOCATIONS**



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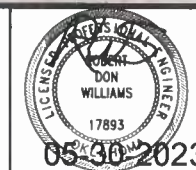
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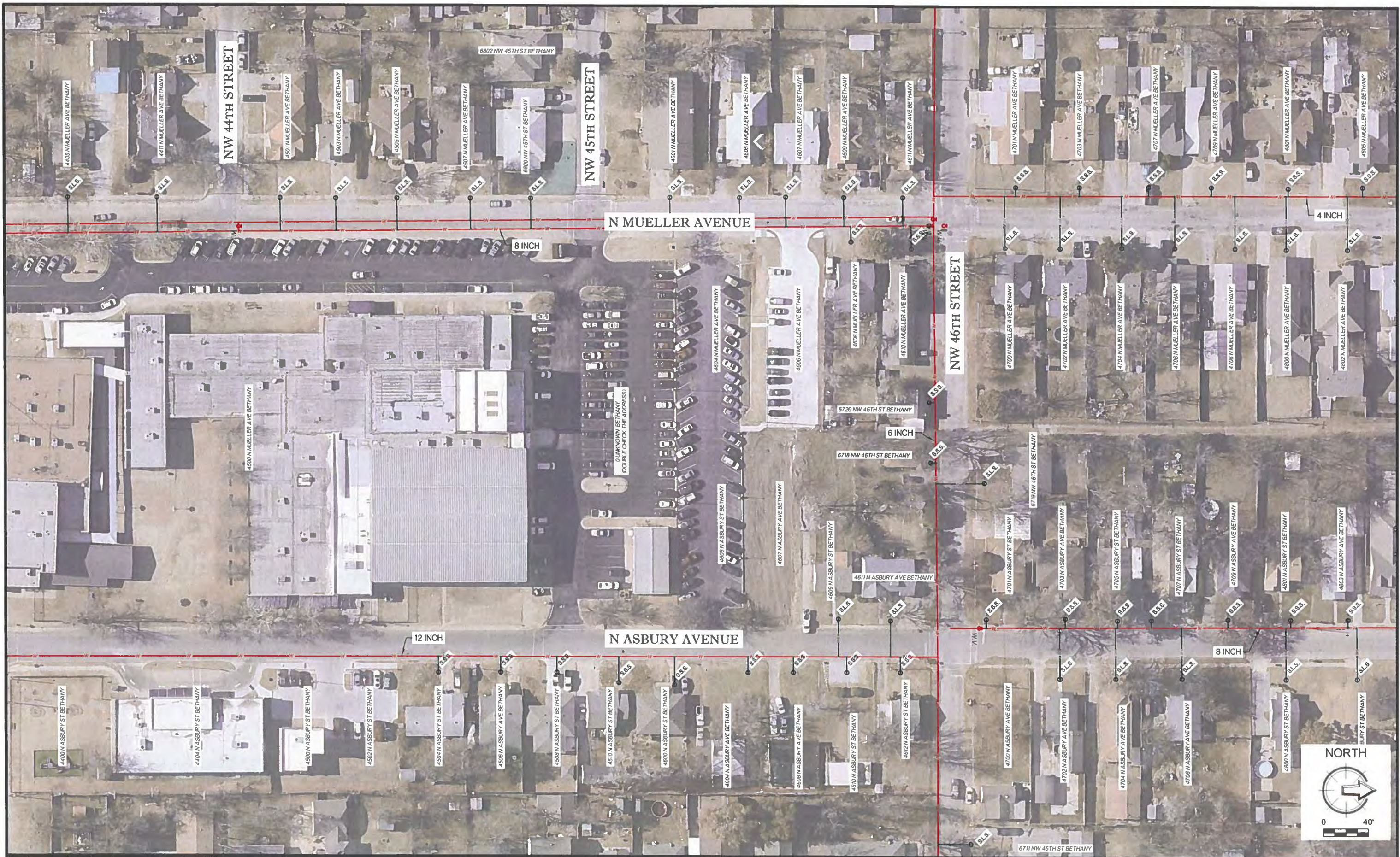
THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**WATER METER LOCATIONS**



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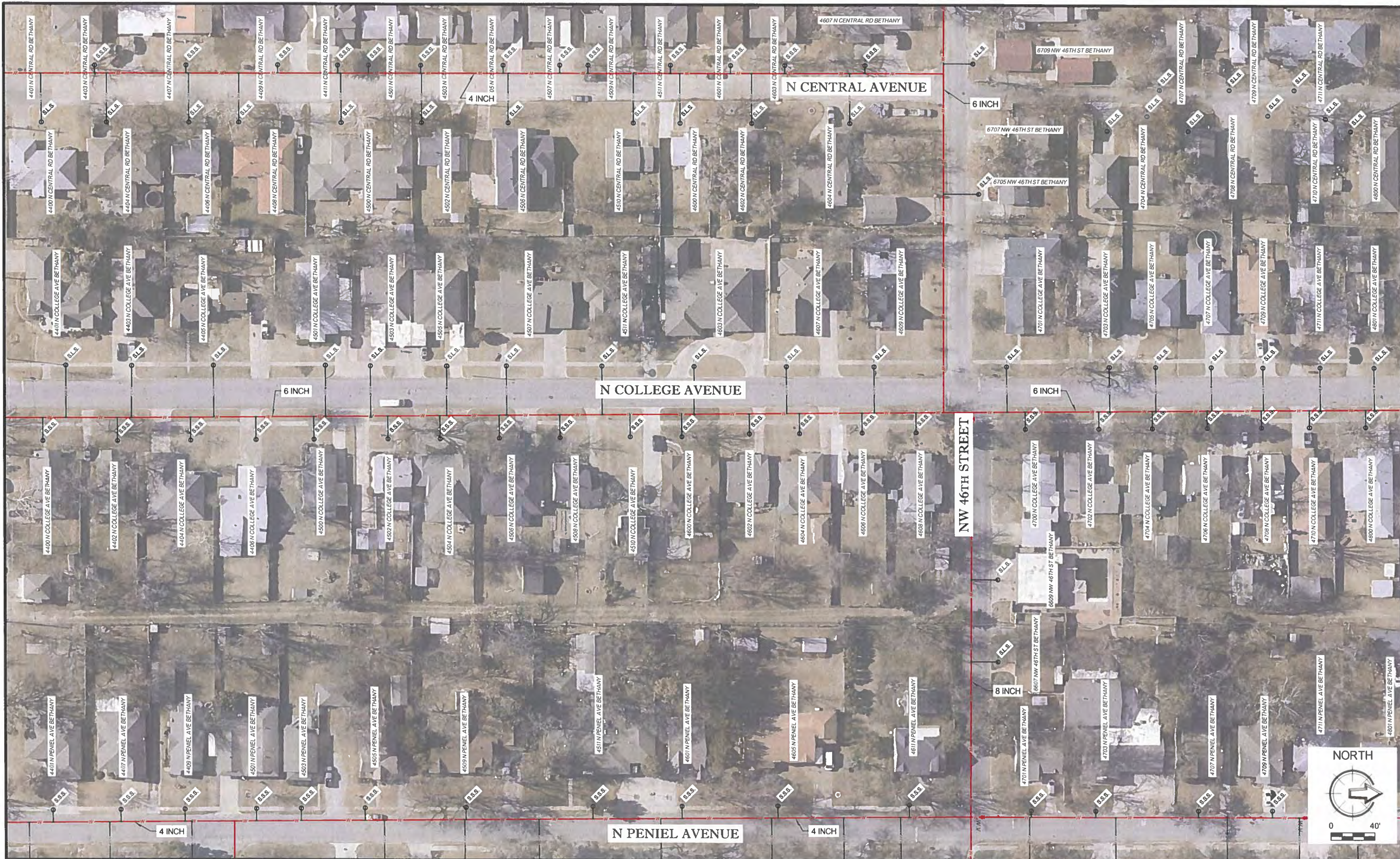


THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**WATER METER LOCATIONS**



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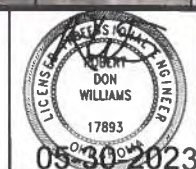
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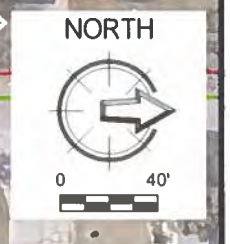
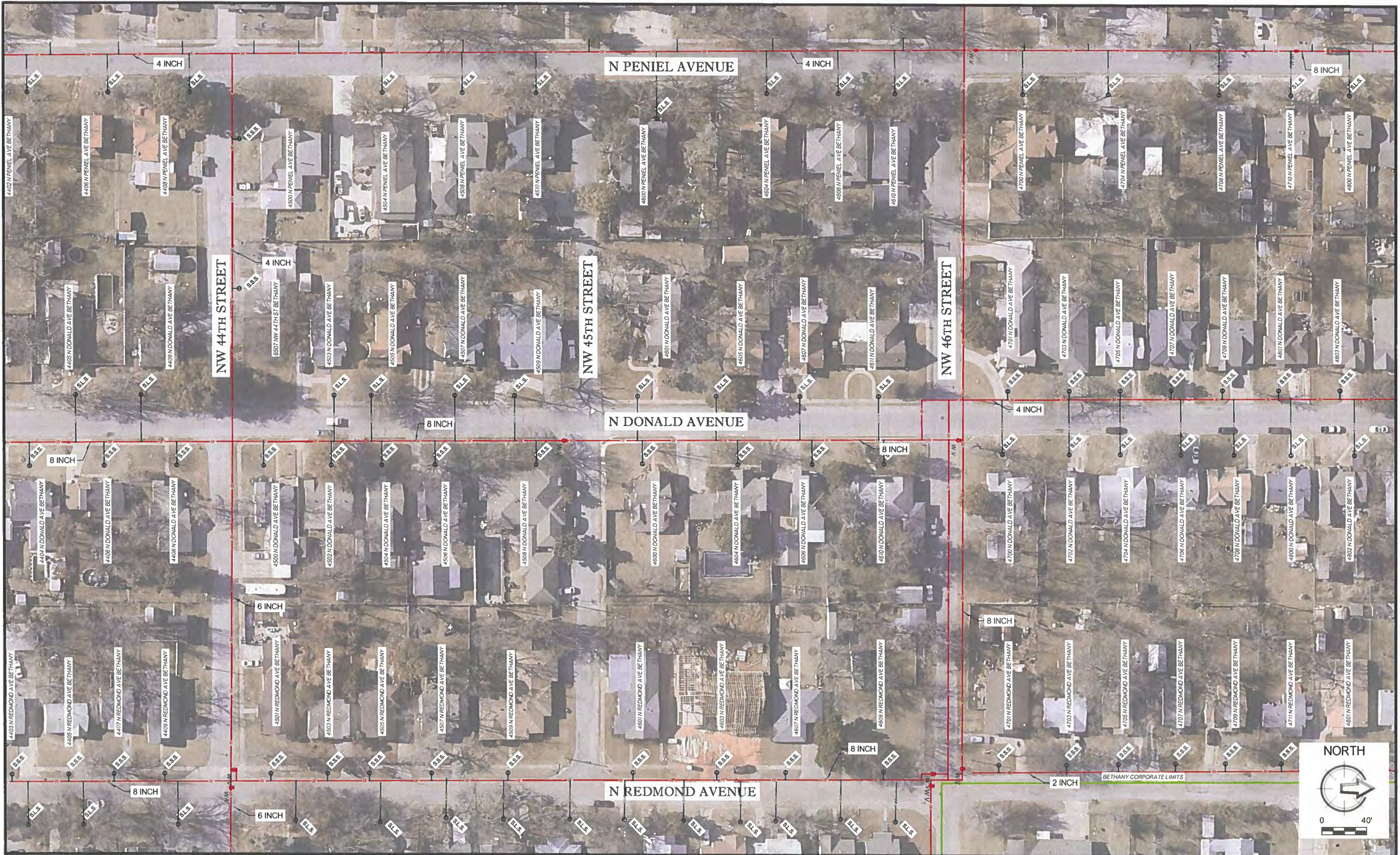
THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**WATER METER LOCATIONS**



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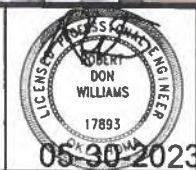
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THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**WATER METER LOCATIONS**



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 SHEET NO. C007  
 SHEET 10 OF 22



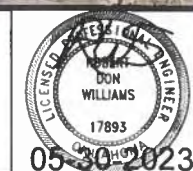
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 CHECKED BY: R. WILLIAMS



THE CITY OF BETHANY  
**WATER METER AUTOMATION  
 IMPROVEMENTS**

CIVIL  
**WATER METER LOCATIONS**



ARP-23-0069-G  
 SHEET NO.  
**C008**  
 SHEET 11 OF 22





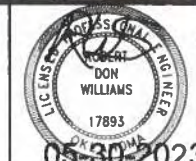
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 CHECKED BY: R. WILLIAMS



THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**WATER METER LOCATIONS**



ARP-23-0069-G  
 SHEET NO. C010  
 SHEET 13 OF 22

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REV. NO.	DATE	DRWN	CHKD	REMARKS

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THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**WATER METER LOCATIONS**



ARP-23-0069-G  
 SHEET NO. C011  
 SHEET 14 OF 22

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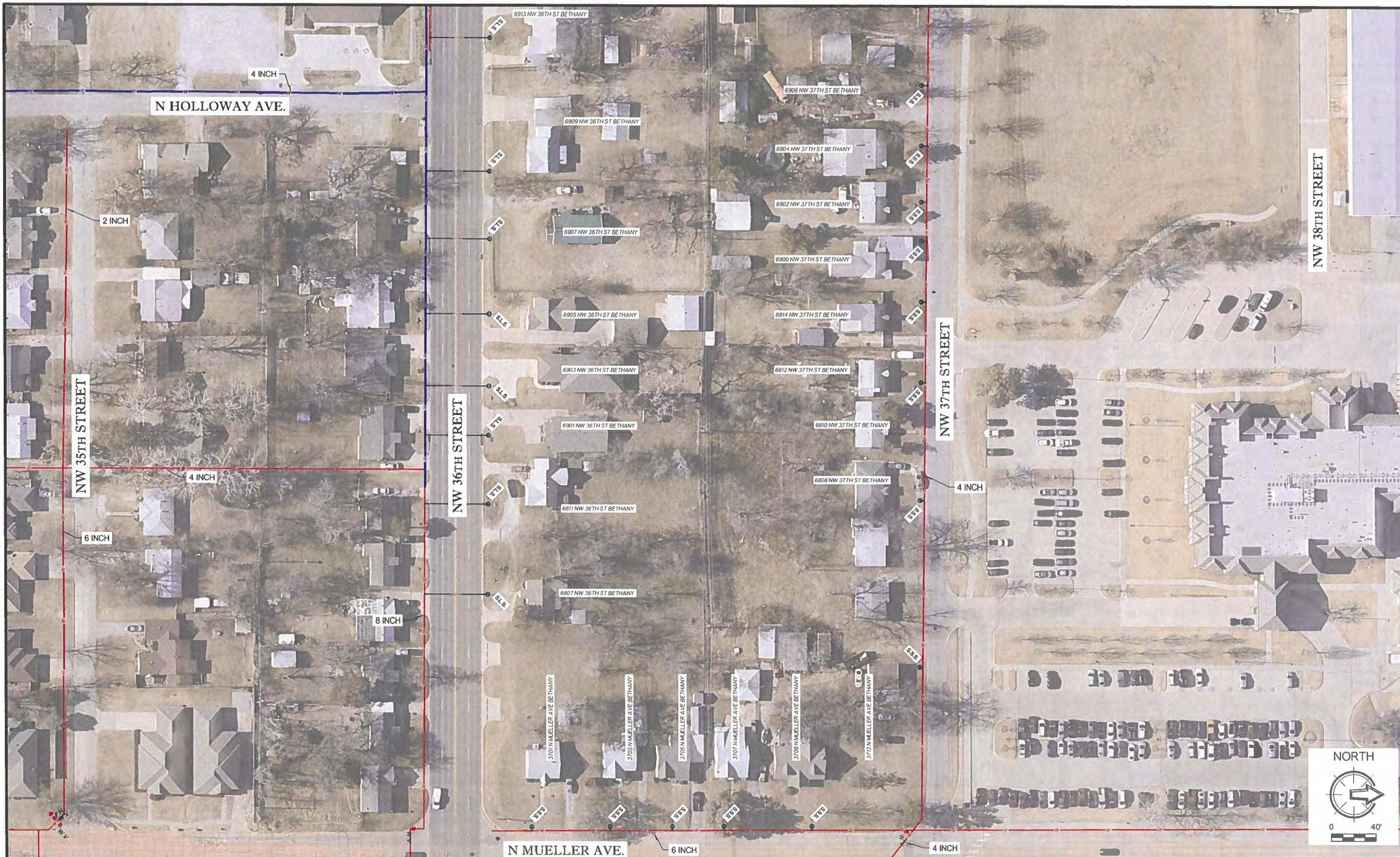
THE CITY OF BETHANY  
 WATER METER AUTOMATION  
 IMPROVEMENTS

CIVIL  
 WATER METER LOCATIONS



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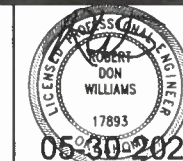
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THE CITY OF BETHANY  
 WATER METER AUTOMATION  
 IMPROVEMENTS

CIVIL  
 WATER METER LOCATIONS



ARP-23-0069-G  
 SHEET NO.  
 C013  
 SHEET 16 OF 22



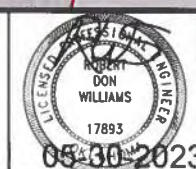
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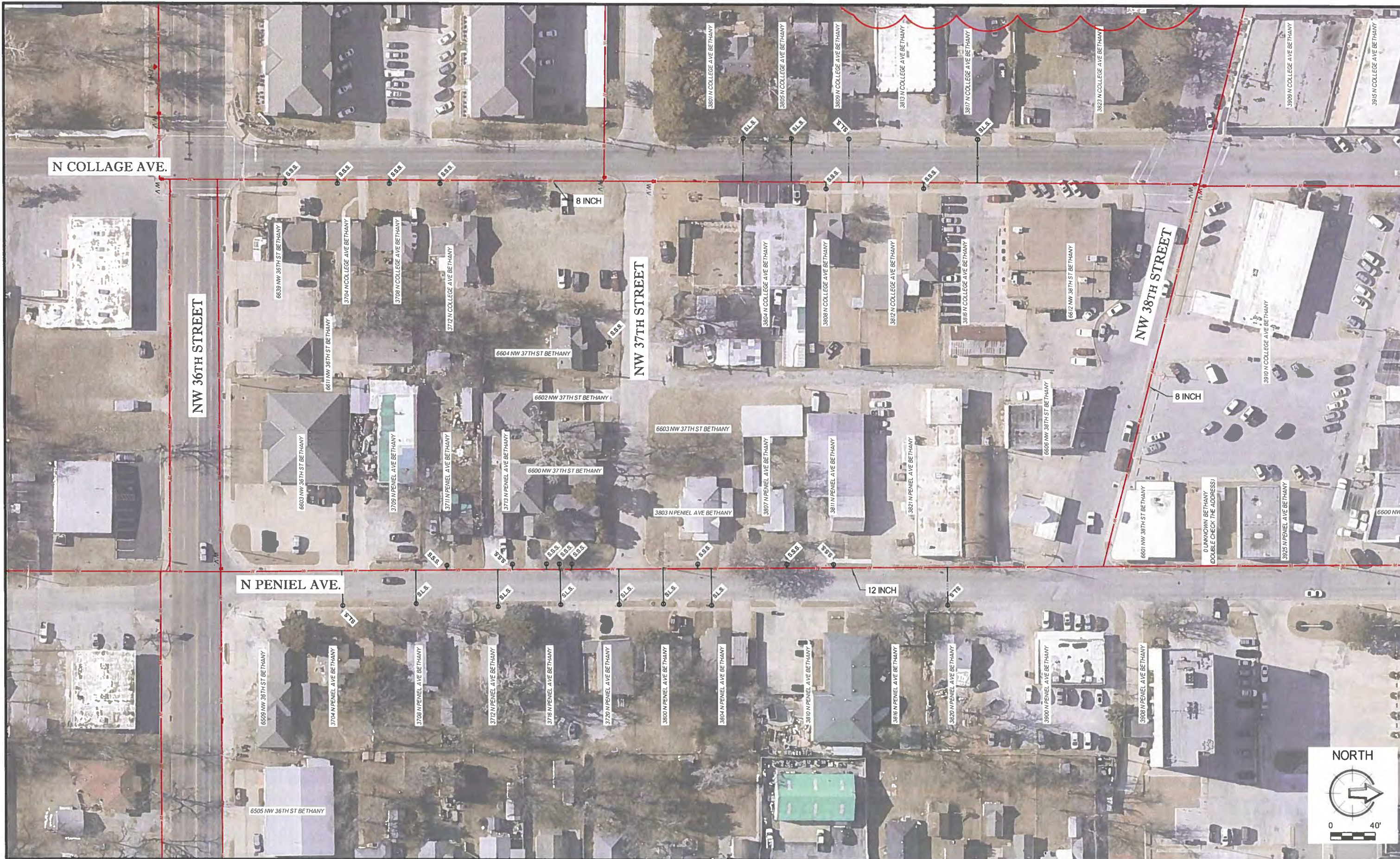
THE CITY OF BETHANY  
 WATER METER AUTOMATION  
 IMPROVEMENTS

CIVIL  
 WATER METER LOCATIONS



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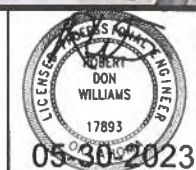
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THE CITY OF BETHANY  
 WATER METER AUTOMATION  
 IMPROVEMENTS

CIVIL  
 WATER METER LOCATIONS



ARP-23-0069-G  
 SHEET NO.  
 C015  
 SHEET 18 OF 22

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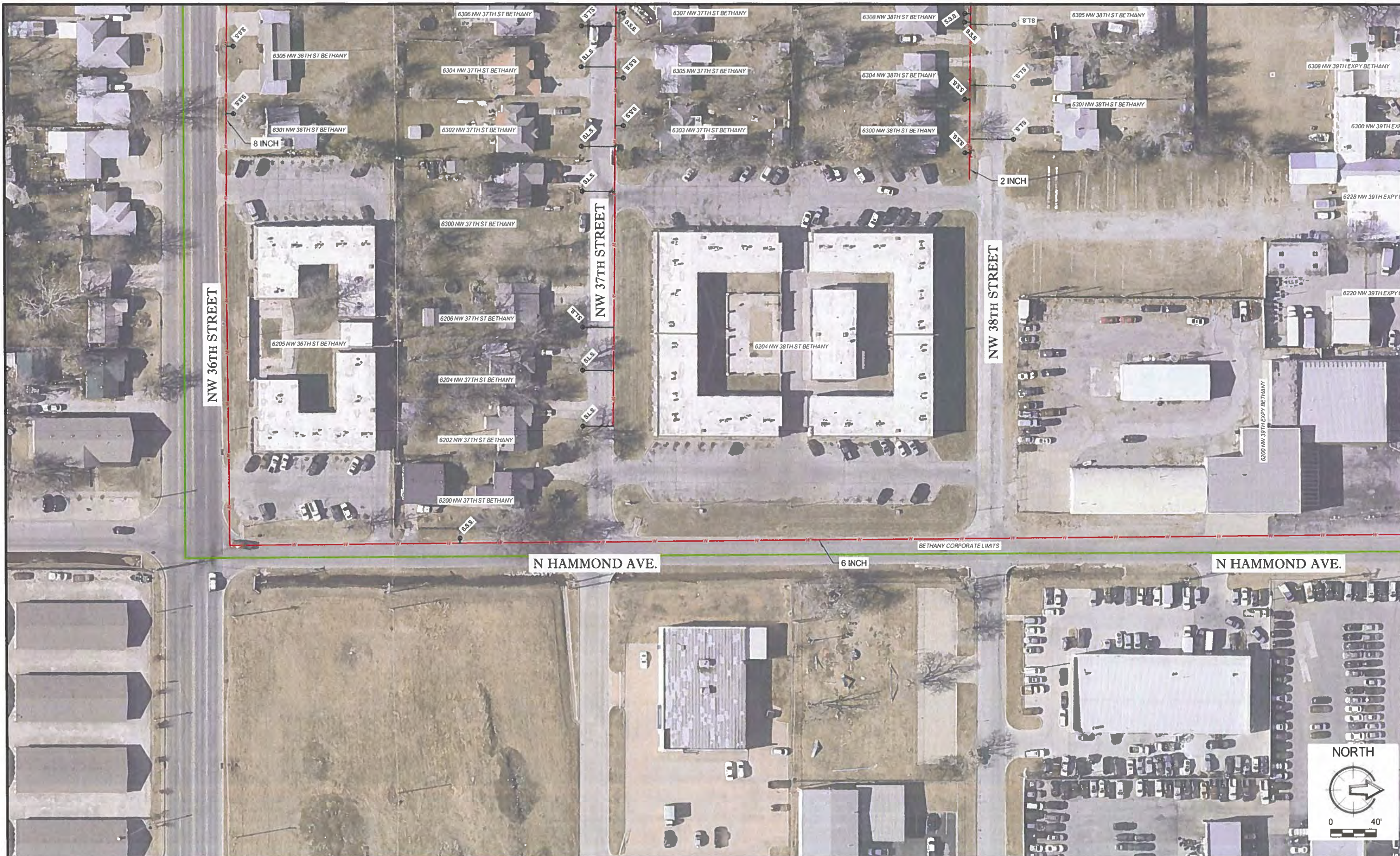
THE CITY OF BETHANY  
 WATER METER AUTOMATION  
 IMPROVEMENTS

CIVIL  
 WATER METER LOCATIONS



ARP-23-0069-G  
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 SHEET 19 OF 22

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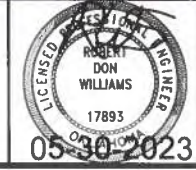
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SCALE: AS SHOWN  
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 CHECKED BY: R. WILLIAMS

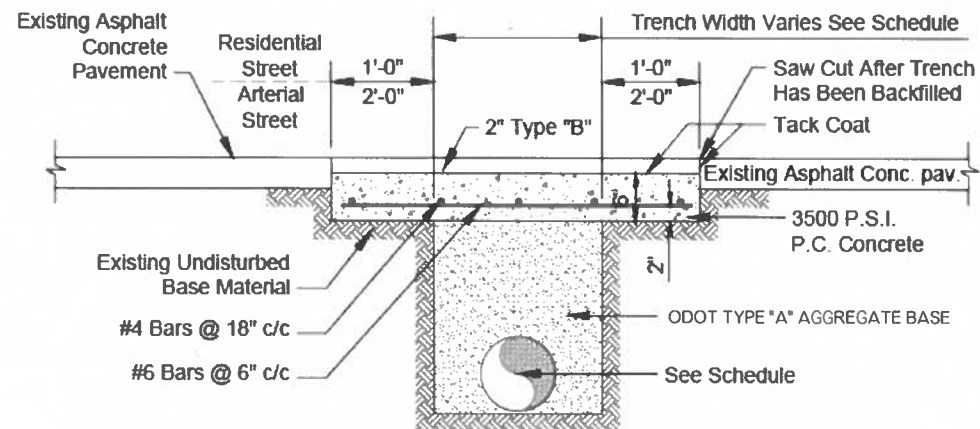


THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
**WATER METER LOCATIONS**



ARP-23-0069-G  
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 SHEET 20 OF 22

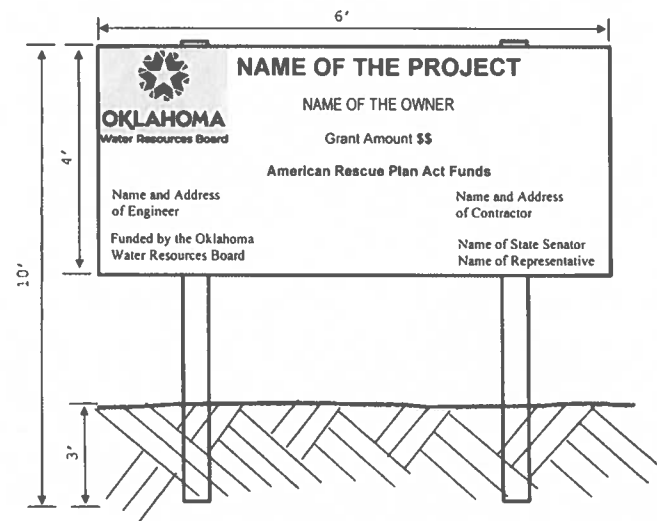


NOTES: All construction and materials shall be in accordance with Oklahoma City's Standard Specification or Pavements and Appurtenances.

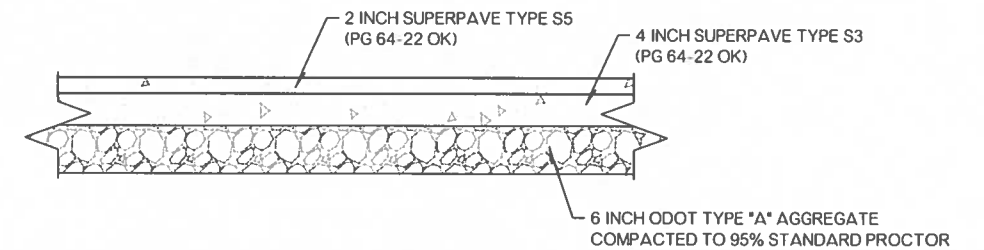
TRENCH WIDTH SCHEDULE					
PIPE SIZE I.D.	12" & LESS	15" TO 21"	24" TO 30"	33" TO 54"	60" & OVER
TRENCH WIDTH (W/O SHORING)	24"	O.D. + 12"	O.D. + 18"	O.D. + 15"	O.D. + 15"
TRENCH WIDTH (W SHORING)	36"	O.D. + 24"	O.D. + 30"	O.D. + 30"	O.D. + 36"

**PAVEMENT CUT AND PERMANENT REPAIR (ASPHALT) DETAIL**  
(INCIDENTAL CONSTRUCTION)  
N.T.S.

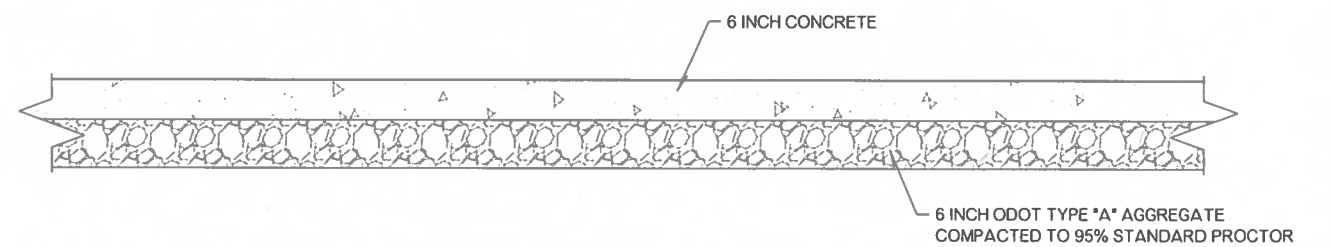
- The general contractor shall erect and maintain for the life of the construction contract a suitable sign, 4' x 6' in size, and detailed hereon, lettered black on white background. Sign shall be professionally painted. Lettering to be appropriate size. No separate bid item. Sign shall be the general obligation of the Contractor.
- The OWRB logo is required on the project sign if the project is funded in part with OWRB Financial Assistance Program funds. The OWRB logo is available at <http://www.owrb.ok.gov/about/index.php> or may be provided directly by OWRB.
- Redwood Posts shall be 4" x 4" x 10' buried securely a minimum of 3 feet below ground.
- Sign face shall be constructed of 1/2" x 4' x 6' - 5 ply Dura-plywood board & mounted to Posts with four (4) 5/8" x 6" Carriage Bolts.



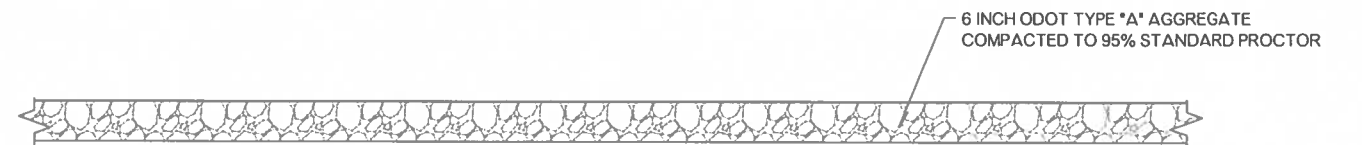
**PROJECT SIGN**  
(INCIDENTAL CONSTRUCTION)  
N.T.S.



**ROADWAY REPAIR DETAIL**  
**DAMAGED DUE TO CONSTRUCTION**  
N.T.S.



**CONCRETE DRIVEWAY REPAIR DETAIL**  
N.T.S.



**GRAVEL DRIVEWAY REPAIR DETAIL**  
N.T.S.

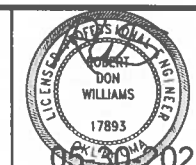
REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN  
DATE: MAY 18TH 2023  
DRAWN BY: GIBBS  
CHECKED BY: R. WILLIAMS



THE CITY OF BETHANY  
**WATER METER AUTOMATION IMPROVEMENTS**

CIVIL  
MISCELLANEOUS DETAILS



SHEET NO.  
**D001**  
SHEET 21 OF 22

05/30/2023

EROSION AND SEDIMENT CONTROLS

SITE DESCRIPTION

PROJECT LIMITS: BETWEEN NW 50th STREET TO NW 36th STREET  
BETWEEN N MUELLER AVENUE AND BETHANY CORPORATE LIMITS

PROJECT DESCRIPTION: INSTALLING NEW METERS  
AND SERVICES

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:  
INSTALL EROSION CONTROL DEVICES  
CONSTRUCTION PROJECT  
REMOVE EROSION CONTROL DEVICES  
CLEAN PROJECT SITE

TOTAL AREA TO BE DISTURBED: 0.30 ACRES

WEIGHTED RUNOFF COEFFICIENT: 0.90

NAME OF RECEIVING WATERS: UNNAMED TRIBUTARY OF  
NORTH CANADIAN RIVER

SOIL STABILIZATION PRACTICES:

- TEMPORARY SEEDING
- PERMANENT SODDING, SPRIGGING OR SEEDING
- VEGETATIVE MULCHING
- SOIL RETENTION BLANKET
- PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONST. ACTIVITIES HAVE CEASED FOR OVER 21 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- TEMPORARY BRUSH SEDIMENT BARRIERS
- TEMPORARY SILT FENCE
- TEMPORARY SILT DIKES
- TEMPORARY BALE BARRIERS
- DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- SANDBAG BERMS
- ROCK FILTER DAMS (STONE DAM)
- TEMPORARY SLOPE DRAIN
- PAVED DITCH @ DITCH LINER PROTECTION
- TEMPORARY DIVERSION CHANNELS
- RIP RAP
- TEMPORARY STREAM CROSSINGS
- TEMPORARY SEDIMENT BASINS
- TEMPORARY SEDIMENT TRAPS
- TEMPORARY SEDIMENT FILTERS
- TEMPORARY SEDIMENT REMOVAL
- INLET SEDIMENT FILTER
- STABILIZED CONSTRUCTION EXIT
- ROCK BAG SILT FENCE

OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES (AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE). POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORMWATER POLLUTION PREVENTION PLAN (SW3P) IS REQUIRED TO BE SUBMITTED BY THE CONTRACTOR TO CITY STORMWATER DEPT. AND COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS DEVELOPED, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORMS THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE BASIC GOAL OF STORMWATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORMWATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORMWATER POLLUTION.

IN ADDITION:

"EPA - FINAL NPDES GENERAL PERMITS FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITES; NOTES FEDERAL REGISTER", MONDAY, JULY 6, 1998 - VOLUME 60, NUMBER 128

"ODEQ - GENERAL PERMIT (OKR10) FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA." ODEQ - WATER QUALITY DIVISION, OCTOBER 18, 2017.

CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUALS TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST OBTAIN A PERMIT FROM ODEQ (FORM 606-002a) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES. THIS MEANS THAT LAND DISTURBANCE OF ONE (1) ACRE OR MORE MUST PERMIT WITH ODEQ AND THE CITY OF BETHANY, STORM WATER QUALITY.

A COPY OF THE EROSION CONTROL SITE PLAN MUST ALWAYS BE ON SITE AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMGED DUE TO CONSTRUCTION.

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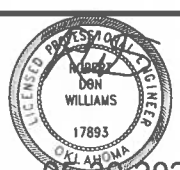
REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN  
DATE: MAY 18TH 2023  
DRAWN BY: GIBBS  
CHECKED BY: R. WILLIAMS



THE CITY OF BETHANY  
WATER METER AUTOMATION  
IMPROVEMENTS

GENERAL  
STORMWATER POLLUTION  
PREVENTION PLAN



SHEET NO.  
ER01  
SHEET 22 OF 22

05-18-2023

# STORM WATER MANAGEMENT EROSION AND SEDIMENT CONTROL NOTES

## GENERAL NOTES

The following are requirements to be followed by the Contractor during all phases of the project. Please note that this construction will be accomplished under the provisions of the National Pollutant Discharge Elimination System (NPDES) of the U.S. Environmental Protection Agency (EPA). A Storm Water Pollution Prevention Plan (SWP3) must be prepared for this project in conformance with EPA regulations (Code of Federal Regulations (CFR) 40, Part 122) and Oklahoma Department of Environmental Quality (ODEQ) General Permit (OKR-10). The Contractor will be responsible for compliance with the OPDES permit and the SWP3, as well as with all provisions of the plans and specifications. It will also be the Contractor's responsibility to prevent soil or sediment loss from the construction site. The Contractor shall not leave the site until all erosion control, sediment control, and storm water management practices are in place; have been inspected and found satisfactory; and all temporary practices have been properly removed.

## STORM WATER MANAGEMENT

The project must be designed to provide positive post-construction control of storm water runoff from the site [using gutters, curbs, inlets, piping, and outlets to the receiving stream]. The erosion and sediment control measures discussed below will also provide some temporary storm water controls. During the course of construction, the contractor will install and maintain storm water controls in the sequence specified herein to provide comprehensive management of storm water for a project of this nature.

## EROSION AND SEDIMENT CONTROL

The project must be designed to minimize adverse off-site effects of soil erosion and resulting sediment loss through the use of proper construction techniques; and by installing both temporary and permanent management practices. All soil-disturbing activities performed by the Contractor will be accomplished in such manner as to prevent loss of sediment from the construction site during rainfall events. To accomplish this, the following specific steps will be taken during construction:

- 1 Immediately after mobilization but prior to initiation any soil-disturbing activities, the Contractor will install all specified perimeter controls on the site. These practices have been designed to trap all sediment produced during soil-disturbing activities, and to prevent off-site damage. It is recognized that some site preparation may be required to properly install these practices.
- 2 The recommended sequence for the installation and removal of erosion and sediment control measures is as follows:  
perimeter control measures (silt barriers and fencing) installed at designated areas; cleaning of street during construction; site grading (including temporary slope stabilization) as needed; installation of utilities; building construction; paving; final grading; installation of sod or vegetative materials; building construction; paving; final grading; installation of sod or vegetative materials; removal of temporary practices and perimeter controls; and site cleanup.
- 3 During all soil-disturbing activities, the Contractor will take appropriate steps using accepted construction methods to minimize exposure of unprotected soil and other construction materials to rainfall. Particular care must be exercised when dealing with topsoil stockpiles, fill material, or soil on slopes. The Contractor will maintain a date log of all soil disturbance activities or major grading operations, and of all management practice or control measure installations.

- 4 If, during the course of construction, any area of soil (including stockpiles) remains exposed for more than fourteen calendar days without suitable erosion control, then temporary stabilization measures should be installed unless soil-disturbing activities are planned on such areas within an additional seven calendar days. Suitable temporary stabilization measures are perimeter controls and silt barriers (such as rock bags, sand bags, and silt fencing) along all side-slope and down-slope borders of the disturbed area. Note that perimeter controls alone may not be successful; movement of large amounts of sediment produced by heavy rain on exposed soil could overwhelm such measures.
- 5 At the Contractor's discretion, additional temporary erosion control practices (such as rock bags, sand bag barriers, and silt fences) may be installed along any down-slope of side-slope perimeter of a soil-disturbed area to prevent sediment movement. Anchored erosion control matting, mulches, or other acceptable methods may also be installed to stabilize any unprotected slopes during construction, and hold them to the appropriate grade.

As site conditions warrant, the Contractor may also choose to modify the type or arrangement of specified practices to improve their effectiveness. As with any other project changes, the Contractor must present all proposed modifications to the Project Engineer for approval prior to installation.

- 6 The Contractor will inspect all specified practices at least once every fourteen calendar days, and after all rainfall events to insure that each specified practice remains intact. Any damage noted during such inspections shall be repaired promptly to restore the practice to original specifications. The Contractor will be responsible for maintenance of all erosion and sediment control practices as specified in the plans, including periodic regrading, and final grading after removal of all such practices.
- 7 When water is used for dust control or to promote vegetation, the Contractor will prevent the escape of this water and any sediment it may carry from the construction site.
- 8 Care must be exercised to prevent excessive off-site tracking of mud or sediment by construction vehicles. In addition to the specified gravel entrance, properly graveled transition areas should be established at all temporary site exits to assist in mud removal from departing vehicles. The Contractor shall be responsible for cleaning the street daily, or as directed by the City, when mud is tracked onto the street from the construction site.
- 9 During the site cleanup prior to the possession date, each temporary practice will be completely removed and the area finished to the appropriate post-project condition. This involves final grading, and installation of sod or grass seed on all bare soil areas. A minimum vegetation density of seventy percent, or an equivalent sediment stabilization measure (geotextiles, mulches, or gabions), is required until vegetation is established.



APPROVED BY:   
ERIC J. WENGER, P.E.  
CITY ENGINEER

DATE: 01-29-13

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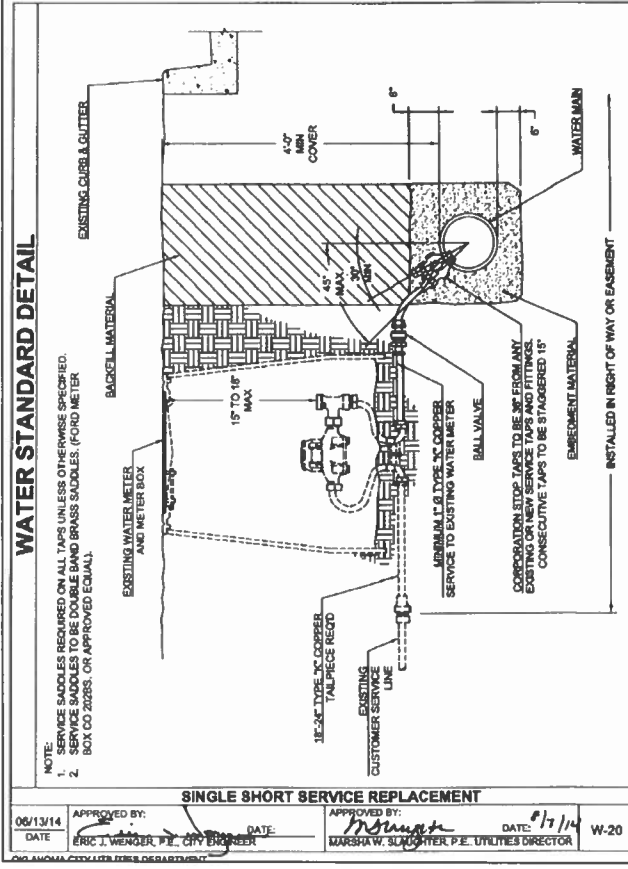
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## STORM WATER EROSION AND SEDIMENT CONTROL PROCEDURES

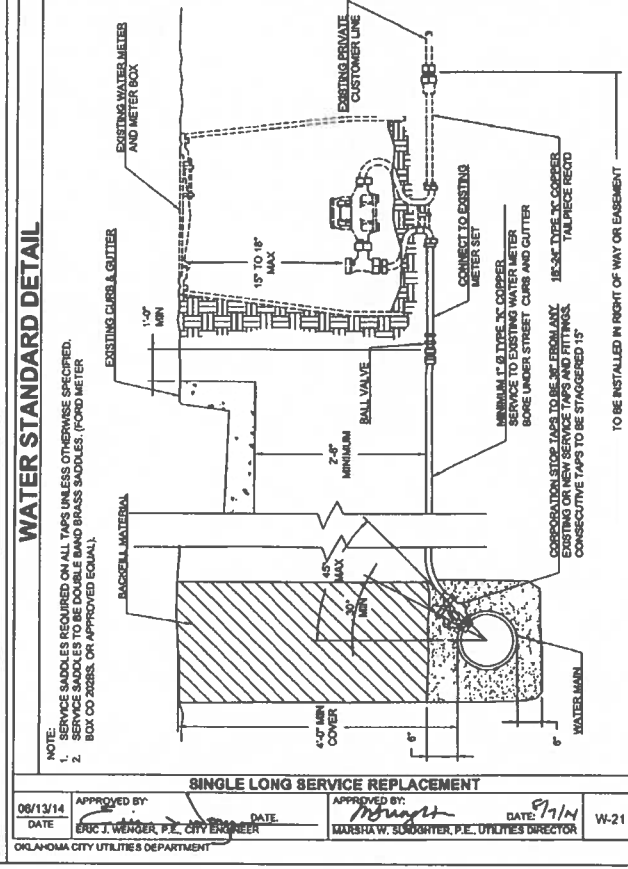
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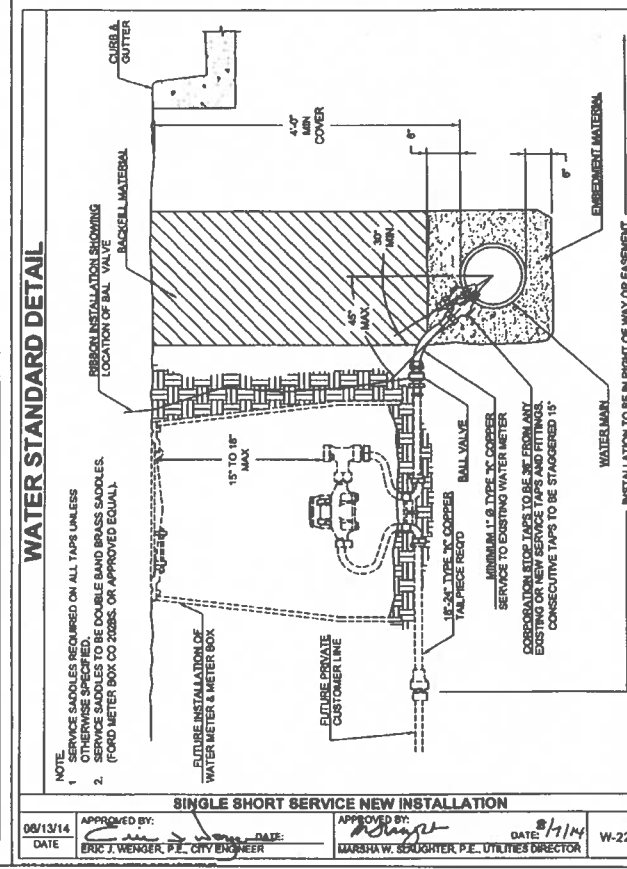
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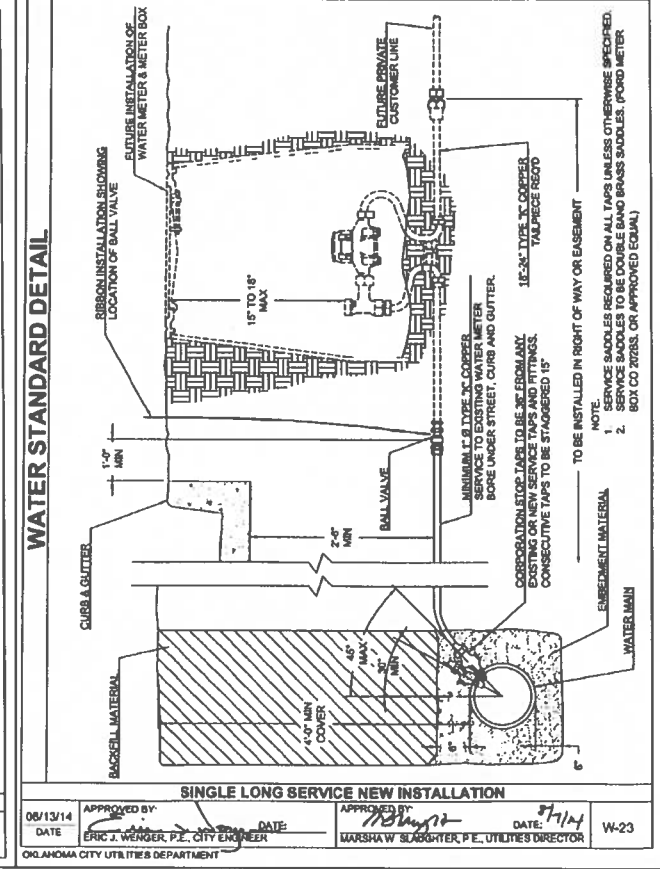
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 ERIC J. WENGER, P.E., CITY ENGINEER MARSHA W. BLAUGHTER, P.E., UTILITIES DIRECTOR  
 W-20



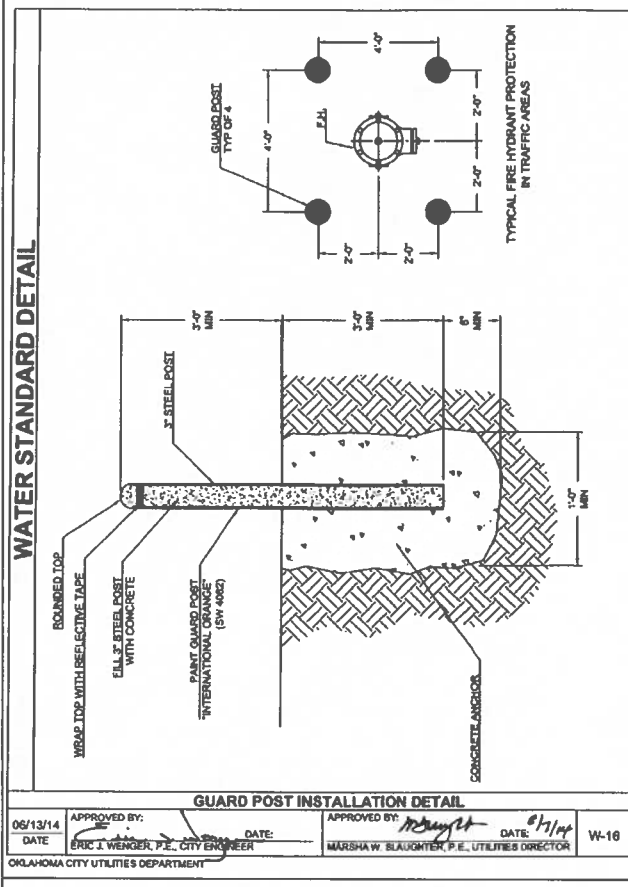
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 ERIC J. WENGER, P.E., CITY ENGINEER MARSHA W. BLAUGHTER, P.E., UTILITIES DIRECTOR  
 W-21



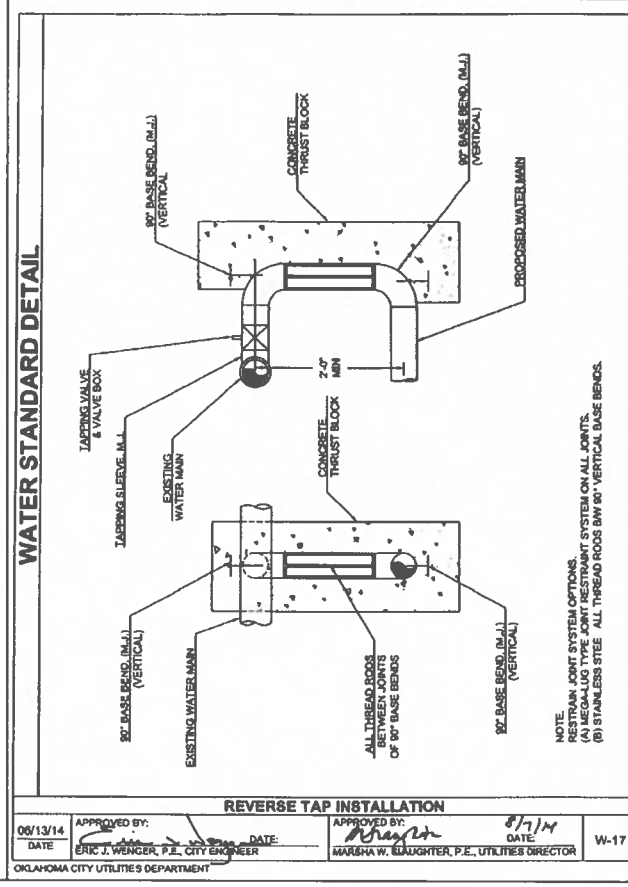
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 APPROVED BY: *[Signature]* DATE: 8/1/14  
 ERIC J. WENGER, P.E., CITY ENGINEER MARSHA W. BLAUGHTER, P.E., UTILITIES DIRECTOR  
 W-22



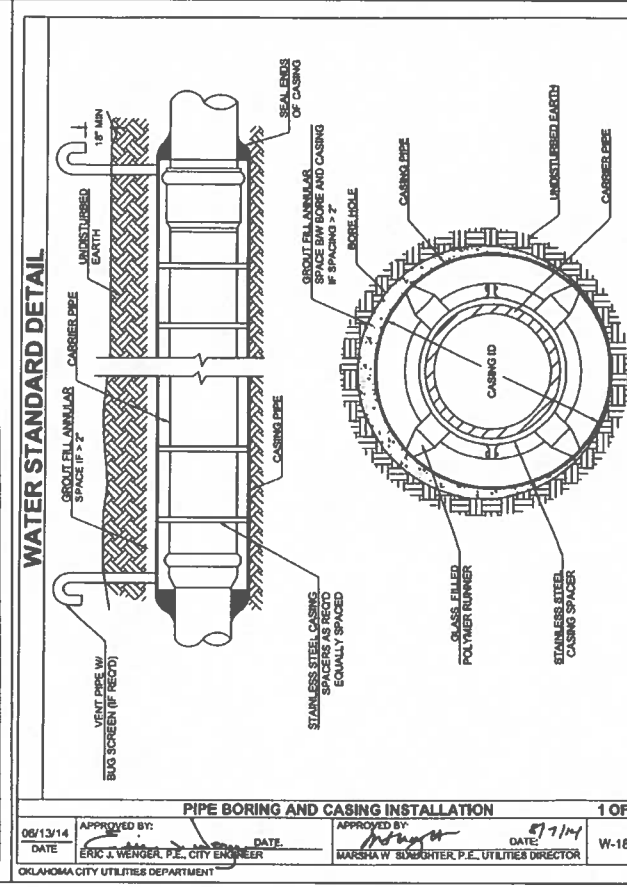
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 ERIC J. WENGER, P.E., CITY ENGINEER MARSHA W. BLAUGHTER, P.E., UTILITIES DIRECTOR  
 W-23



**GUARD POST INSTALLATION DETAIL**  
 APPROVED BY: *[Signature]* DATE: 8/1/14  
 ERIC J. WENGER, P.E., CITY ENGINEER MARSHA W. BLAUGHTER, P.E., UTILITIES DIRECTOR  
 W-16



**REVERSE TAP INSTALLATION**  
 APPROVED BY: *[Signature]* DATE: 8/1/14  
 ERIC J. WENGER, P.E., CITY ENGINEER MARSHA W. BLAUGHTER, P.E., UTILITIES DIRECTOR  
 W-17



**PIPE BORING AND CASING INSTALLATION 1 OF 2**  
 APPROVED BY: *[Signature]* DATE: 8/1/14  
 ERIC J. WENGER, P.E., CITY ENGINEER MARSHA W. BLAUGHTER, P.E., UTILITIES DIRECTOR  
 W-18

**WATER STANDARD DETAIL**

**TABLE 1 RECOMMENDED CASING SIZING**

PIPE NOMINAL SIZE (INCHES)	SUGGESTED CASING PIPE DIAMETER (INCHES)	PIPE NOMINAL SIZE (INCHES)	SUGGESTED CASING PIPE DIAMETER (INCHES)
4	8 TO 10	20	28 TO 30
6	10 TO 12	24	31 TO 33
8	14 TO 16	30	36 TO 42
10	18 TO 18	36	42 TO 48
12	18 TO 20	42	54 TO 60
16	20 TO 22	48	60 TO 66
18	24 TO 26		

**TABLE 2 CASING PIPE THICKNESS**

Outside Diameter (Inches)	Under Highway Wall Thickness (Inches)	Under Railroad Wall Thickness (Inches)	Maximum Cover (Feet)
5.12	0.1880	0.2500	30
6	0.2500	0.3125	30
8	0.3125	0.3750	30
10	0.3750	0.4375	30
12	0.4375	0.5000	30
16	0.5000	0.5625	30
18	0.5625	0.6250	30
24	0.6250	0.6875	30
26	0.6875	0.7500	30
30	0.7500	0.8125	30
36	0.8125	0.8750	30
42	0.8750	0.9375	30
48	0.9375	1.0000	30
54	1.0000	1.0625	30
60	1.0625	1.1250	30
66	1.1250	1.1875	30
72	1.1875	1.2500	30
78	1.2500	1.3125	30
84	1.3125	1.3750	30
90	1.3750	1.4375	30
96	1.4375	1.5000	30
102	1.5000	1.5625	30
108	1.5625	1.6250	30
114	1.6250	1.6875	30
120	1.6875	1.7500	30
126	1.7500	1.8125	30
132	1.8125	1.8750	30
138	1.8750	1.9375	30
144	1.9375	2.0000	30
150	2.0000	2.0625	30
156	2.0625	2.1250	30
162	2.1250	2.1875	30
168	2.1875	2.2500	30
174	2.2500	2.3125	30
180	2.3125	2.3750	30
186	2.3750	2.4375	30
192	2.4375	2.5000	30
198	2.5000	2.5625	30
204	2.5625	2.6250	30
210	2.6250	2.6875	30
216	2.6875	2.7500	30
222	2.7500	2.8125	30
228	2.8125	2.8750	30
234	2.8750	2.9375	30
240	2.9375	3.0000	30
246	3.0000	3.0625	30
252	3.0625	3.1250	30
258	3.1250	3.1875	30
264	3.1875	3.2500	30
270	3.2500	3.3125	30
276	3.3125	3.3750	30
282	3.3750	3.4375	30
288	3.4375	3.5000	30
294	3.5000	3.5625	30
300	3.5625	3.6250	30
306	3.6250	3.6875	30
312	3.6875	3.7500	30
318	3.7500	3.8125	30
324	3.8125	3.8750	30
330	3.8750	3.9375	30
336	3.9375	4.0000	30
342	4.0000	4.0625	30
348	4.0625	4.1250	30
354	4.1250	4.1875	30
360	4.1875	4.2500	30
366	4.2500	4.3125	30
372	4.3125	4.3750	30
378	4.3750	4.4375	30
384	4.4375	4.5000	30
390	4.5000	4.5625	30
396	4.5625	4.6250	30
402	4.6250	4.6875	30
408	4.6875	4.7500	30
414	4.7500	4.8125	30
420	4.8125	4.8750	30
426	4.8750	4.9375	30
432	4.9375	5.0000	30
438	5.0000	5.0625	30
444	5.0625	5.1250	30
450	5.1250	5.1875	30
456	5.1875	5.2500	30
462	5.2500	5.3125	30
468	5.3125	5.3750	30
474	5.3750	5.4375	30
480	5.4375	5.5000	30
486	5.5000	5.5625	30
492	5.5625	5.6250	30
498	5.6250	5.6875	30
504	5.6875	5.7500	30
510	5.7500	5.8125	30
516	5.8125	5.8750	30
522	5.8750	5.9375	30
528	5.9375	6.0000	30
534	6.0000	6.0625	30
540	6.0625	6.1250	30
546	6.1250	6.1875	30
552	6.1875	6.2500	30
558	6.2500	6.3125	30
564	6.3125	6.3750	30
570	6.3750	6.4375	30
576	6.4375	6.5000	30
582	6.5000	6.5625	30
588	6.5625	6.6250	30
594	6.6250	6.6875	30
600	6.6875	6.7500	30
606	6.7500	6.8125	30
612	6.8125	6.8750	30
618	6.8750	6.9375	30
624	6.9375	7.0000	30
630	7.0000	7.0625	30
636	7.0625	7.1250	30
642	7.1250	7.1875	30
648	7.1875	7.2500	30
654	7.2500	7.3125	30
660	7.3125	7.3750	30
666	7.3750	7.4375	30
672	7.4375	7.5000	30
678	7.5000	7.5625	30
684	7.5625	7.6250	30
690	7.6250	7.6875	30
696	7.6875	7.7500	30
702	7.7500	7.8125	30
708	7.8125	7.8750	30
714	7.8750	7.9375	30
720	7.9375	8.0000	30
726	8.0000	8.0625	30
732	8.0625	8.1250	30
738	8.1250	8.1875	30
744	8.1875	8.2500	30
750	8.2500	8.3125	30
756	8.3125	8.3750	30
762	8.3750	8.4375	30
768	8.4375	8.5000	30
774	8.5000	8.5625	30
780	8.5625	8.6250	30
786	8.6250	8.6875	30
792	8.6875	8.7500	30
798	8.7500	8.8125	30
804	8.8125	8.8750	30
810	8.8750	8.9375	30
816	8.9375	9.0000	30
822	9.0000	9.0625	30
828	9.0625	9.1250	30
834	9.1250	9.1875	30
840	9.1875	9.2500	30
846	9.2500	9.3125	30
852	9.3125	9.3750	30
858	9.3750	9.4375	30
864	9.4375	9.5000	30
870	9.5000	9.5625	30
876	9.5625	9.6250	30
882	9.6250	9.6875	30
888	9.6875	9.7500	30
894	9.7500	9.8125	30
900	9.8125	9.8750	30
906	9.8750	9.9375	30
912	9.9375	10.0000	30
918	10.0000	10.0625	30
924	10.0625	10.1250	30
930	10.1250	10.1875	30
936	10.1875	10.2500	30
942	10.2500	10.3125	30
948	10.3125	10.3750	30
954	10.3750	10.4375	30
960	10.4375	10.5000	30
966	10.5000	10.5625	30
972	10.5625	10.6250	30
978	10.6250	10.6875	30
984	10.6875	10.7500	30
990	10.7500	10.8125	30
996	10.8125	10.8750	30
1002	10.8750	10.9375	30
1008	10.9375	11.0000	30
1014	11.0000	11.0625	30
1020	11.0625	11.1250	30
1026	11.1250	11.1875	30
1032	11.1875	11.2500	30
1038	11.2500	11.3125	30
1044	11.3125	11.3750	30
1050	11.3750	11.4375	30
1056	11.4375	11.5000	30
1062	11.5000	11.5625	30
1068	11.5625	11.6250	30
1074	11.6250	11.6875	30
1080	11.6875	11.7500	30
1086	11.7500	11.8125	30
1092	11.8125	11.8750	30
1098	11.8750	11.9375	30
1104	11.9375	12.0000	30
1110	12.0000	12.0625	30
1116	12.0625	12.1250	30
1122	12.1250	12.1875	30
1128	12.1875	12.2500	30
1134	12.2500	12.3125	30
1140	12.3125	12.3750	30
1146	12.3750	12.4375	30
1152	12.4375	12.5000	30
1158	12.5000	12.5625	30
1164	12.5625	12.6250	30
1170	12.6250	12.6875	30
1176	12.6875	12.7500	30
1182	12.7500	12.8125	30
1188	12.8125	12.8750	30
1194	12.8750	12.9375	30
1200	12.9375	13.0000	30
1206	13.0000	13.0625	30
1212	13.0625	13.1250	30
1218	13.1250	13.1875	30
1224	13.1875	13.2500	30
1230	13.2500	13.3125	30
1236	13.3125	13.3750	30
1242	13.3750	13.4375	30
1248	13.4375	13.5000	30
1254	13.5000	13.5625	30
1260	13.5625	13.6250	30
1266	13.6250	13.6875	30
1272	13.6875	13.7500	30
1278	13.7500	13.8125	30
1284	13.8125	13.8750	30
1290	13.8750	13.9375	30
1296	13.9375	14.0000	30
1302	14.0000	14.0625	30
1308	14.0625	14.1250	30
1314	14.1250	14.1875	30
1320	14.1875	14.2500	30
1326	14.2500	14.3125	30
1332	14.3125	14.3750	30
1338	14.3750	14.4375	30
1344	14.4375	14.5000	30
1350	14.5000	14.5625	30
1356	14.5625	14.6250	30
1362	14.6250	14.6875	30
1368	14.6875	14.7500	30
1374	14.7500	14.8125	30
1380	14.8125	14.8750	30
1386	14.8750	14.9375	30
1392	14.9375	15.0000	30
1398	15.0000	15.0625	30
1404	15.0625	15.1250	30
1410	15.1250		



## BETHANY CITY COUNCIL

From: Elizabeth Gray  
Date: May 31, 2023  
Subject: Consideration and Action to Appoint Vice-Mayor for Fiscal Year 2024

### BACKGROUND

The Bethany Charter provides as follows:

### ***ARTICLE II: LEGISLATIVE DEPARTMENT***

#### **SECTION 2-4. VICE-MAYOR: APPOINTMENT, DUTIES.**

The Council shall appoint one of its members Vice-Mayor for a term of one year at the first meeting in June of each year. He shall act as Mayor during the absence or disability of the Mayor, and if a vacancy occurs shall become Mayor for the completion of the unexpired term. If, by succession to the office of Mayor or otherwise the office of Vice-Mayor becomes vacant, the Council shall appoint another Vice-Mayor.

### RECOMMENDATION

1. As develops during the meeting.

### ADDITIONAL COMMENTS



NOTICE: On Thursday, May 11, 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 PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, MAY 16, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Peter Plank	Trustee
	Ken Smart	Trustee
<b>MEMBERS ABSENT:</b>	None	
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Mayor Lloyd called the Bethany City Council meeting to order at 7:14 P.M.

**ITEM NO. 1** on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM MAY 2, 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.**
- C. APPROVAL OF BUDGET AMENDMENT 23-14.**

**D. APPROVAL OF BUDGET AMENDMENT 23-15.**

A motion was made by Council Member Plank, seconded by Trustee Larsen to approve the Consent Docket. Yes Votes: Plank, Larsen, Magirowsky, Powell, Smart, Palmer, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

**ITEM NO. 2** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AWARD OF CONTRACT FOR CDBG WATERLINE REPLACEMENT PROJECT ON HOLLOWAY AVENUE FROM NW 36<sup>TH</sup> STREET TO NW 32<sup>ND</sup> STREET TO SOUTH-WEST WATER WORKS, LLC FOR THE BASE BID AMOUNT OF \$255,640.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT. (ELIZABETH GRAY, CITY MANAGER)**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Smart to approve the Resolution No. 1674. Yes Votes: Plank, Larsen, Magirowsky, Powell, Smart, Palmer, Lloyd, McPhail, Knapp. No Votes: None. Motion passed.

**ITEM NO. 3** on the agenda a **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1676, A RESOLUTION APPROVING PROCESS FOR APPROVAL OF INVOICES RELATING TO CDBG PROJECTS. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Plank seconded by Vice-Mayor Magirowsky to approve Resolution No. 1676. Yes votes: Magirowsky, Lloyd, Plank, Larsen, Smart, Palmer, McPhail, Powell, Knapp. No votes: None. Motion approved.

**ITEM NO. 4** 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. 5** on the agenda was **ADJOURN UNTIL JUNE 6, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 7:15 P.M. until June 6, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director  
Date: June 1, 2023  
Subject: Claims List for the 06/06/2023 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$119,648.71
<b>TOTAL</b>	<b>\$119,648.71</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$254,250.04
Bethany Public Works Authority	\$119,648.71
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$373,898.75</b>

### RECOMMENDATION

1. Approve the claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0 FINANCE						
23-47744	10-005227	WELLS FARGO VENDOR	SHARP PRINTER	5/2023	1789468084	1,403.55
23-47694	10-005373	CARD SERVICES/PI	METER READER PHONE CASE	5/2023	20230522	52.29
23-46656	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING	5/2023	114691	2,092.00
23-47607	10-005924	ADMIRAL EXPRESS, LLC	PAPER, KEY TAGS	5/2023	2388890-0	19.39
23-47760	10-0596	FUZZELL'S BUSINESS	COPIER MAINTENANCE	6/2023	MM94104	16.28
23-47690	10-1509	TOM'S SPEEDY LOCK & KEY SERKEY FOR JENNIFER DRAW		5/2023	69402	3.00
DEPARTMENT TOTAL:						3,586.51
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
23-47722	10-1063	OG&E	MONTHLY SERVICE	5/2023	20230510	170.62
23-47053	10-1068	ONG	MONTHLY SVS	6/2023	20230519	249.88
23-47574	10-3042	ACCURATE ENVIRONMENTAL	VOC 7 AND 10	5/2023	FE08028,FE08026	736.00
DEPARTMENT TOTAL:						1,156.50
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
23-47461	10-005350	FORCE PERSONNEL	TEMP FOR SANITATION	5/2023	74123,74074	5,475.99
23-47617	10-005373	CARD SERVICES/PI	INK CART/MICROWAVE	5/2023	5485802	94.98
23-47620	10-005373	CARD SERVICES/PI	1000 GREEN TAG	5/2023	108700	171.13
23-47669	10-005373	CARD SERVICES/PI	TRASH BAGS & DOGGIE BAGS	5/2023	1175427	28.48
23-47704	10-006081	CH&W COMMERCIAL TIRE, LLC	4 TIRES FOR SANITATION	5/2023	3-GS57702	2,369.12
23-47603	10-0202	WASTE CONNECTIONS, INC	30 & 40 YRDS ROLLOFFS	5/2023	2909697V013	7,153.30
23-47562	10-0812	J & R EQUIPMENT LLC	REPLACE HYDRAULIC PUMP	5/2023	01W4651	3,316.32
23-47714	10-4010	HARD HAT SAFETY & GLOVE	GLOVES & GLASSES	5/2023	0062464	144.00
23-47600	10-4012	WASTE CONNECTIONS, INC	APRIL LANDFILL	5/2023	30053	23,781.13
23-47406	10-4208	OKLAHOMA CITY TREASURY	HOUSEHOLD WASTE	5/2023	100423	711.00
DEPARTMENT TOTAL:						43,245.45
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
23-47673	10-004600	AIR COMPRESSOR SUPPLY INC.	MOTOR FOR AIR COMPRESSOR	5/2023	1-013742	650.00
23-47665	10-004725	RUCKER ELECTRIC INCORPORATE	AIR COMPRESSOR LIME SILO	5/2023	12640	362.50
23-47615	10-005005	BRONCO EQUIPMENT RENTAL & S2	TIRES FOR BOBCAT MOWER	5/2023	857909-0001	304.93
23-47669	10-005373	CARD SERVICES/PI	TRASH BAGS & DOGGIE BAGS	5/2023	1175427	44.20
23-47613	10-006098	JUST A GUY DIESEL REPAIR	LLDX PROBLEM UNIT 45	5/2023	1190	480.00
23-47514	10-0091	BRENNTAG SOUTHWEST INC	4LBS ORTHO POLY PHOSPHATE	5/2023	BSW463526	1,995.29
23-47516	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES AQUA AMMONIA	5/2023	463527,465080	1,633.50
23-47517	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUMINUM SULFATE	5/2023	BSW462850	2,282.50
23-47568	10-0091	BRENNTAG SOUTHWEST INC	4200 GAL SODIUM HYDROCHLO	5/2023	BSW464743	8,178.74
23-47597	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUMINUM SULFATE	5/2023	BSW465967	2,282.50
23-47573	10-0324	CENTRAL POWER EQUIP. INC	WEED EATER STRING	5/2023	326462	75.00
23-47655	10-0324	CENTRAL POWER EQUIP. INC	3 BELTS FOR Z TURN	5/2023	327060	186.97
23-47021	10-0568	FERGUSON ENTERPRISES	CALIBRATION CYLINDERS	5/2023	0232959,0232982	305.03
23-47262	10-1063	OG&E	MONTHLY SVC	5/2023	20230516	18,158.87
23-47260	10-1068	ONG	MONTHLY SVC	5/2023	20230517	331.60
23-47622	10-1622	WESTLAKE ACE HARDWARE	CAM LOCKS & FITTING	5/2023	3503489	43.42
23-47417	10-2702	AMERICAN LOGO & SIGNS	SIGNAGE	5/2023	47417	400.00

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
23-47497	10-3042	ACCURATE ENVIRONMENTAL	SOC SAMPLING	5/2023	FE02102	1,890.00
23-47575	10-3042	ACCURATE ENVIRONMENTAL	BAC T'S 05/08/23	5/2023	FE08025	300.00
23-47545	10-3919	MISSISSIPPI LIME	25 TONS LIME	5/2023	1671168	8,443.07
DEPARTMENT TOTAL:						48,348.12
DEPARTMENT: 12.1 UTILITY - WATER LINE						
23-47648	10-004725	RUCKER ELECTRIC INCORPORATE	7127 NW 39TH LOCATE LINE	5/2023	12569	347.50
23-47660	10-005350	FORCE PERSONNEL	UTILITY LINE	5/2023	72962,73125	1,932.00
23-47614	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	PARTS REPAIR 2INWATERLINE	5/2023	0374797-IN	1,787.00
23-47633	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	LARGE METER/2-INCH METER	5/2023	0374893-IN	280.00
23-47529	10-2530	IMPROVED CONSTRUCTION METHO	MARKING FLAGS	5/2023	029045	240.00
23-46948	10-2557	CORE & MAIN LP	REPAIR CLAMPS	5/2023	S394278	229.76
23-47578	10-2557	CORE & MAIN LP	MARKING PAINT	5/2023	S822034	408.00
DEPARTMENT TOTAL:						5,224.26
DEPARTMENT: 12.2 UTILITY - SEWER						
23-47616	10-004725	RUCKER ELECTRIC INCORPORATE	DX & REPAIR LIFT STATION	5/2023	12566	372.50
23-47262	10-1063	OG&E	MONTHLY SVC	5/2023	20230516	3,778.37
23-47273	10-1841	CAVENDER FORD OF OKC	TURBO TUBE	5/2023	533885	133.00
23-46106	10-3245	KRAPFF REYNOLDS CONST CO	CAMERA SEWER LINE	5/2023	23096	2,304.00
23-47596	10-3245	KRAPFF REYNOLDS CONST CO	EMERGENCY REPAIR	5/2023	23108	11,500.00
DEPARTMENT TOTAL:						18,087.87
FUND TOTAL:						119,648.71
GRAND TOTAL:						373,898.75

**BETHANY PUBLIC WORKS AUTHORITY**

From: Tom Seymour, Public Utilities Superintendent  
Date: May 31, 2023  
Subject: Bid Award: Water Treatment Plant Quicklime (Bid No. WTP 23-01)

BACKGROUND

Bids were opened on May 15, 2023, for the subject chemicals. Water Treatment Plant personnel and I have reviewed the bids.

Based on the bid results, award of the contract is recommended for the following lowest responsive and responsible bidder:

Standard Quicklime: Mississippi Lime Company

Bulk Material Price: \$250.00 per ton  
Truck Delivery Price: \$121.25 per ton (plus fuel surcharge)

This bid amount (total) is \$16.35 per ton (4.4%) higher than the previous bid (June 2022) for quicklime.

RECOMMENDATION

1. Award contract to the lowest responsive and responsible bidder as stated above.

ADDITIONAL COMMENTS



NOTICE: On Thursday, May 11, 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 HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**TUESDAY, MAY 16, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Chairman
	Brian Magirowsky	Vice-Chairman
	Steve Palmer	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Jeff Knapp	Trustee
	Peter Plank	Trustee
	Ken Smart	Trustee
<b>MEMBERS ABSENT:</b>	None	
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:15 P.M.

**ITEM NO. 1** on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE MAY 2, 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.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Smart to approve the Consent Docket. Yes Votes: Plank, Larsen, Magirowsky, Powell, Smart, 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 JUNE 6, 2023**.

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 7:16 P.M. until June 6, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director  
Date: June 1, 2023  
Subject: Claims List for the 06/06/2023 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$254,250.04
Bethany Public Works Authority	\$119,648.71
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$373,898.75</b>

### RECOMMENDATION

1. Approve the claims as presented.



NOTICE: On Thursday, May 11, 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 DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**TUESDAY, MAY 16, 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
	Peter Plank	Trustee
	Ken Smart	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 7:16 P.M.

**ITEM NO. 1** on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM MAY 2, 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.**

Motion was made by Vice-Chairman Magirowsky, seconded by Trustee Plank to approve the Consent Docket. Yes votes: Larsen, Palmer, Lloyd, Smart, Plank, McPhail, Powell, Magirowsky, 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 JUNE 6, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 7:16 P.M. until June 6, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director  
Date: June 1, 2023  
Subject: Claims List for the 06/06/2023 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$254,250.04
Bethany Public Works Authority	\$119,648.71
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$373,898.75</b>

### RECOMMENDATION

1. Approve the claims as presented.

