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On Thursday, July 27, 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, AUGUST 1, 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 July 18, 2023, Regular Meeting.
  - B. Approval of Minutes from the July 13, 2023, Emergency Called Meeting.
  - C. 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.
4. Presentation by Joshua Fields regarding the Little Lending Library including a Mayoral Certificate.
5. Mayoral Certificate of Appreciation presented to Anthony Garcia.
6. **EXECUTIVE SESSION:** Consideration and possible action to enter into Executive Session to discuss the status of negotiations between the City of Bethany and FOP Lodge No. 161 as authorized by 25 O.S. Section 307 (B) (2). *(Elizabeth Gray, City Manager)*

- A. Enter Executive Session.
  - B. Exit Executive Session.
7. 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.)*
  8. Consideration and possible adoption of Resolution No. 1680, a resolution of the city council of the City of Bethany, Oklahoma, approving the mayor's appointment of Ron Titus to the Bethany Economic Development Authority for a term expiring June 6, 2024. *(Nikki Lloyd, Mayor)*
  9. Consideration and possible action to re-appoint Justin Peck to the Planning and Zoning Commission for Ward 2 for a term of three years. *(Ken Smart, Council Member)*
  10. Mayor's At-large appointment of Trent Reid to the Planning and Zoning Commission for a term of three years; no action necessary. *(Nikki Lloyd, Mayor)*
  11. Utility Presentation
    - A. Presentation by Michael Vaughn, Finance Director.
    - B. Discussion regarding Utility presentation.
  12. Stormwater Presentation
    - A. Presentation by Elizabeth Gray, City Manager.
    - B. Discussion regarding Stormwater presentation.
  13. Consideration and possible approval giving TEIM Design permission to advertise for bids for Police Headquarters Roof Improvements (G.O. Bond Prop 3-B). *(Elizabeth Gray, City Manager)*
  14. Discussion and possible action regarding ordinance about delinquent utility accounts among adjacent municipalities. *(Ray Jones, City Attorney)*
  15. Discussion and possible action to designate Ken Smart as the council representative with authority to formulate a communication policy with the city attorney. *(Ken Smart)*
  16. 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").*
  17. City Attorney's Report.

18. City Manager's Report.
19. Mayor and Council Members Comments and Suggestions.
20. Adjourn until August 15, 2023.

## **BETHANY PUBLIC WORKS AUTHORITY**

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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 August 15, 2023.

## **BETHANY HOSPITAL TRUST**

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3. Adjourn until August 15, 2023.

## **BETHANY DEVELOPMENT AUTHORITY**

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

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  - 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 August 15, 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 Friday, July 14, 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, JULY 18, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Jeff Knapp Brian Magirowsky Chris Powell Jeff Knapp Marilyn McPhail Kathy Larsen Ken Smart Peter Plank	Vice- Mayor Council Member Council Member Council Member Council Member Council Member Council Member Council Member
<b>MEMBERS ABSENT:</b>	Nikki Lloyd Steve Palmer	Mayor Council Member
<b>OTHERS PRESENT:</b>	Elizabeth Gray Ray Jones Michael Vaughn Lesla LaMar (See Roster)	City Manager City Attorney City Clerk/Treasurer Deputy City Clerk

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

Vice-Mayor Knapp 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 Powell.

The Flag Salute was conducted by Council Member Magirowsky.

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

- A. APPROVAL OF MINUTES FROM JULY 5, 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 FY 2024 SERVICE LEVEL AGREEMENT WITH IMAGENET CONSULTING.**
- D. APPROVAL OF ENGAGEMENT LETTER WITH CRAWFORD & ASSOCIATES FOR THE FY 2024 ENDING JUNE 30, 2024 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY.**

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

**ITEM NO. 4 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.)**

Skip Cooley- 6703 NW Terrace, Bethany- Bulk trash and trash in yards.

**ITEM NO. 5 on the agenda was CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1679, A RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA AUTHORIZING APPLICATION FOR AN EMERGENCY GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD (OWRB). (ELIZABETH GRAY, CITY MANAGER)**

The City Manager reported that on July 8, 2023, the City of Bethany experienced a significant rain event that washed the soil from underneath a 12-inch concrete water line. The line collapsed at the intersection of 23rd and Council. The pipe both upstream and downstream of this break needs replaced to prevent further occurrences such as this one which could be imminent. The City of Bethany does not have funding for this repair identified in our current budget. OWRB requires a resolution from the City Council that recognizes and declares the emergency and authorizes staff to file a grant application. If

this application is successful, the grant will help defray costs associated with these emergency repairs.

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Resolution 1679. Yes votes: Knapp, Powell, Larsen, Plank, McPhail, Smart, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 6 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF SOUTHWEST WATER WORKS, LLC CONSTRUCTION CONTRACT FOR ARPA WATER METER AUTOMATION IMPROVEMENTS PROJECT AND AMENDMENT NO. 1 TO THE CONTRACT AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENTS ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

The bids have now been received for this project. City Staff and Engineers recommend awarding the construction contract to Southwest Water Works, LLC for the base bid only, in the amount of \$2,702,240.00 as the lowest responsive bidder. City Staff and Engineers also recommend a deduct, Amendment No. 1 to the contract, in the amount of \$157,700.00 for a new contract price of \$2,544,540.00.

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve the construction contract of Southwest Water Works, LLC for Water Meter Automation Improvements Project and Amendment No. 1 to the contract and authorize the Mayor to sign the documents on behalf of the City of Bethany. Yes votes: Magirowsky, Knapp, Larsen, Smart, Plank, McPhail, Powell. No votes: None. Motion approved.

**ITEM NO. 7 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF THE PURCHASE OF A USED 2020 DODGE DURANGO PATROL VEHICLE FROM THE KANSAS HIGHWAY PATROL FOR \$29,600.00. (ELIZABETH GRAY, CITY MANAGER)**

The vehicle will replace a 2010 Ford Crown Victoria. The vehicle will be purchased using the vehicle impound funds.

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve the purchase of a used 2020 Dodge Durango Patrol vehicle from the Kansas Highway Patrol for \$29,600.00. Yes votes: Magirowsky, Knapp, Larsen, Smart, Plank, McPhail, Powell. No votes: None. Motion approved.

**ITEM NO. 8 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. 9** on the agenda was the **CITY ATTORNEY'S REPORT.**

Working with Planning and Zoning streamlining an Airbnb ordinance. Also looking at streamlining the business license process.

**ITEM NO. 10** on the agenda was the **CITY MANAGER'S REPORT.**

**A. FINANCIAL REPORT – SEE AGENDA PACKET.**

City Manager Gray reported the following:

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.

September 4th City offices will be closed. Make up day will be Wednesday, September 6<sup>th</sup>.

**ITEM NO. 11** on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each Council Member was given the opportunity to comment.

**ITEM NO. 12** on the agenda was **ADJOURN UNTIL AUGUST 1, 2023.**

Vice-Mayor Knapp adjourned the Bethany City Council meeting at 6:59 P.M.

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MAYOR

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CITY CLERK

NOTICE: On Wednesday, July 12, 2023, at 4:35 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.

**EMERGENCY CALLED MEETING  
BETHANY CITY COUNCIL  
BETHANY PUBLIC WORKS AUTHORITY**

**BETHANY CITY HALL**

**THURSDAY, JULY 13, 2023**

**4:00 P.M.**

MEMBERS PRESENT:	Jeff Knapp	Vice- Mayor
	Chris Powell	Council Member
	Jeff Knapp	Council Member
	Marilyn McPhail	Council Member
	Kathy Larsen	Council Member
	Ken Smart	Council Member
	Peter Plank	Council Member
	Steve Palmer	Council Member
MEMBERS ABSENT:	Nikki Lloyd	Mayor
	Brian Magirowsky	Council Member
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design Engineer
	(See Roster)	

Vice-Mayor Knapp called the Bethany City Council and Bethany Public Works Authority meeting to order at 4:00 P.M.

**ITEM NO. 1** on the agenda was **PRESENTATION BY TEIM DESIGN REGARDING EMERGENCY WATER REPAIR ON NW 23RD AND COUNCIL ROAD DUE TO A LINE COLLAPSE AND DISCUSSION BY COUNCIL. (ELIZABETH GRAY, CITY MANAGER)**

City Manager Gray reported that City of Bethany staff identified a possible water-line break due to significant reductions in water tower elevations on Sunday morning, July 10th, 2023. Matthews Trenching uncovered a collapsed waterline and a large cavern.

See photos and report from the City Manager and Joe Davis with TEIM Design attached to the agenda. The repairs to the waterline were done under the spending authority for the City Manager at just under 30,000.00. Engineer Davis stated that the collapse of the waterline did not cause the cavern. The cavern has been going on for many years due to the stormwater drainage pipe which allowed water to come into the area, eroding the soil, and then the line broke. The cavern is what caused the waterline collapse.

Engineer Davis and his team will be looking for additional voids in the area. They will begin Geotech testing that will identify voids on top existing pipes. Recommendations for staff to do additional testing at other locations.

**ITEM NO. 2** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO RATIFY EXPENSES FOR EMERGENCY REPAIRS DUE TO WATER LINE COLLAPSE AT NW 23RD STREET AND N. COUNCIL ROAD FOR AN AMOUNT NOT TO EXCEED \$75,000.00, WHICH IS THE CITY MANAGER'S EMERGENCY SPENDING LIMIT. (ELIZABETH GRAY, CITY MANAGER)**

City Manager Gray reported the amount for the repair of the water line is \$28,763.52. This project was funded from the waterline maintenance fund account.

A motion was made by Council Member Plank, seconded by Council Member Larsen to approve expenses for emergency repairs due to the water line collapse at NW 23rd St. and N. Council Rd. for an amount not to exceed \$75,000.00 which is the City Manager's emergency spending limit. Yes votes: Knapp, Powell, Larsen, Plank, McPhail, Smart, Palmer. No votes: None. Motion approved.

**ITEM NO. 3** on the agenda was **PRESENTATION BY TEAM DESIGN TO DISCUSS AND CONSIDER ACTION FOR EMERGENCY OPTIONS TO EVALUATE, REPAIR AND REPLACE DRAINAGE STRUCTURE AND INTERSECTION AT NW 23RD STREET AND COUNCIL ROAD WITH ESTIMATED COSTS BETWEEN \$250,000-\$550,000. (ELIZABETH GRAY, CITY MANAGER)**

Engineer Davis presented 2 options for repair. The first option was if the improvements stopped at the center line and the second option is if the improvement was extended all the way to the junction box that's west of the center line. The boundary to the west is Oklahoma City and to the east is Bethany. The City of Bethany takes care of repair to the center line on the east side and OKC takes care of repair from the center line to the west. We talked about coordinating our repair with OKC. Option 1 is the City of Bethany's cost of \$235,705.00.

Council Member Palmer recommends an ordinance be drawn up that the \$3.00 collected on each bill for stormwater drainage allocated in its own fund specifically for

stormwater drainage. Finance Director Vaughn reported the amount collected for stormwater drainage each year to be approximately \$300,000. Council Member Palmer would also like to see an accounting of time and money spent on stormwater drainage monthly reported within the next 30 days.

City Manager Gray will present money spent on stormwater drainage and other municipalities charges on stormwater drainage at a very near meeting and Attorney Jones will be preparing an ordinance to be presented at the same time.

Council Member Plank would like to know if other cities have a separate fund for the stormwater fees that are charged.

City Manager Gray reports that staff recommends using the stabilization fund to repair the drainage system, faults, and reconstruction of the intersection. The projected balance in the stabilization fund is 2.1 million. 1.5 million is being used as a grant match.

Motion was made by Vice-Mayor Knapp, seconded by Council Member Powell to declare an emergency. Yes votes: Powell, Smart, Knapp, Plank, Larsen, Palmer, McPhail. No votes: None. Motion approved.

Motion was made by Council Member Smart, seconded by Council Member Plank to approve funding the repair from the stabilization reserve fund on Option #1 which is the engineer's opinion cost of \$235,705.00. Yes votes: Smart, Powell, McPhail, Plank, Knapp, Palmer. No votes: Larsen. There were 6 yes votes with the motion approved.

Vice-Mayor Knapp adjourned the Bethany City Council meeting at 5:00 P.M.

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MAYOR

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CITY CLERK

## BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director  
Date: July 27, 2023  
Subject: Claims List for the 08/01/2023 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operation Fund	\$82,291.03
Public Safety	\$808.00
Capital Improvement Fund	\$27,210.84
Federal Grant Fund	\$109,106.14
2022A GO Bond	\$51,120.70
<b>TOTAL</b>	<b>\$270,536.71</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$270,536.71
Bethany Public Works Authority	\$130,830.16
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$401,366.87</b>

### RECOMMENDATION

1. Approve the claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0 MANAGEMENT						
24-48098	10-0003	ACOG	FY 24 DUES RENEWAL	7/2023	7697	16,159.00
24-48186	10-004711	MAYORS COUNCIL OF OKLAHOMA	RENEWAL FY 24	7/2023	086904	300.00
24-48170	10-005084	JAN-PRO CLEANING SYSTEMS	CH CLEANING SVC.	7/2023	130134	813.00
24-48257	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP/FINANCIAL SVC	7/2023	17312	185.00
23-47492	10-005867	ELIZABETH GRAY	2023 CMAO SUMMER CONF	6/2023	20230724--	220.34
24-48261	10-005867	ELIZABETH GRAY	2023 CMAO CONF MILEAGE	7/2023	20230724	163.58
24-48296	10-1068	ONG	MNTHLY SVC	7/2023	20230718	158.66
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR	7/2023	1ST QTR FY 2024	851.75
24-48153	10-1509	TOM'S SPEEDY LOCK & KEY	SERRECODE DOORS	7/2023	69444	130.00
24-48141	10-1530	THE TRIBUNE	FY 23 YEAR END	7/2023	20230721	13.20
24-48252	10-1754	NORTHWEST OKLAHOMA CITY CHAFY	24 MEMBERSHIP RENEWAL	7/2023	12449	1,500.00
24-48263	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWN STAIR COPIER	7/2023	INV620774	221.92
DEPARTMENT TOTAL:						20,716.45
DEPARTMENT: 02.0 FINANCE						
23-47760	10-0596	FUZZELL'S BUSINESS	COPIER MAINTENANCE	6/2023	MM94751	10.07
24-48263	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWN STAIR COPIER	7/2023	INV620774	58.98
DEPARTMENT TOTAL:						69.05
DEPARTMENT: 03.0 COURT						
24-48154	10-004577	IMPRESSIONS PRINTING	OR BOND FORMS	7/2023	233466	187.42
24-48152	10-004790	HARVEY JANITORIAL SALES	PAPERTOWELS	7/2023	211436	64.97
24-48296	10-1068	ONG	MNTHLY SVC	7/2023	20230718	49.00
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR	7/2023	1ST QTR 2023	608.39
24-48148	10-3327	WALKER COMPANIES	2 NEW NOTARY	7/2023	140846,140849	178.00
DEPARTMENT TOTAL:						1,087.78
DEPARTMENT: 04.0 ENGINEERING						
23-46375	10-005900	TEIM DESIGN GROUP, PLLC	CONTRACT HOURLY WORK	6/2023	12127	6,288.72
DEPARTMENT TOTAL:						6,288.72

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0		POLICE				
24-48083	10-004808	ADVANTAGE BATTERY OF OKLAHO	Server Room Batteries	7/2023	104162	239.88
24-48111	10-004996	GOODYEAR COMMERCIAL TIRE &	Unit 14-09816 Tires	7/2023	255-1027737	515.28
24-48256	10-005300	BRADY SCHMIEDEBERG	Reimbursement	7/2023	1366	8.87
24-48150	10-005373	CARD SERVICES/Pl	Glock Armorer School	7/2023	20230717	1,000.00
24-48184	10-005373	CARD SERVICES/Pl	3 Pants for Long	7/2023	8776259	118.80
24-48203	10-005373	CARD SERVICES/Pl	Unit 14-06760 Headlights	7/2023	6738633	42.99
24-48209	10-005373	CARD SERVICES/Pl	USB's and Award Folders	7/2023	2721051	118.35
24-48309	10-005373	CARD SERVICES/Pl	FUEL PUMPS DOWN	7/2023	20230726	76.28
24-48307	10-005595	RAY'S WESTSIDE TAG AGENCY	TAGS 2020 DODGE 3318	7/2023	20230726	46.00
24-48185	10-005756	OVERHEAD DOOR	West Sally Port Door	7/2023	0302803-IN	190.00
24-48276	10-005992	AEG PETROLEUM	Barrel of Oil PD Fleet	7/2023	820013	601.15
24-48074	10-0225	GENUINE PARTS	Door Repair Unit 12-131	7/2023	7092-037617	37.89
24-48296	10-1068	ONG	MNTHLY SVC	7/2023	20230718	130.60
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 1 QTR	7/2023	1ST QTR 2023	8,700.00
24-48266	10-1085	OKLAHOMA MUNICIPAL ASSURANC	FROGGE DEDUCTIBLE	7/2023	20191101	1,000.00
23-48002	10-1771	ADVENTURE OUT	20-008	6/2023	555015	455.00
24-48181	10-3098	TS HEAT AND AIR INC	AC at animal Shelter	7/2023	21562704	712.00
23-47555	10-3415	SPECIAL-OPS UNIFORMS, INC.	Raincoats for AC	6/2023	341385	401.10
23-47557	10-3415	SPECIAL-OPS UNIFORMS, INC.	Polo Shirts	6/2023	341388	294.08
23-47686	10-3415	SPECIAL-OPS UNIFORMS, INC.	Sanchez Uniforms	6/2023	341386	554.53
24-48161	10-3518	CHAD MEEK	POSSE Exam Reimbursement	7/2023	20230717	45.00
24-48182	10-3518	CHAD MEEK	BPOC APP Reimbursement	7/2023	20230718	28.31
24-48297	10-3518	CHAD MEEK	Reimbursement for NAPA	7/2023	038691	17.90
23-47824	10-4146	ACTION TARGET	Shooting Targets	6/2023	0573578-IN	198.74
23-48027	10-4388	ISG TECHNOLOGY, LLC	Fortigate Firewall	6/2023	ISG346637	5,541.88
24-48077	10-4388	ISG TECHNOLOGY, LLC	Geosafe Spillman Connect	7/2023	ISG347018	255.00
DEPARTMENT TOTAL:						21,329.63

DEPARTMENT: 06.0		FIRE				
24-48174	10-004408	BOUND TREE MEDICAL	NITRILE EXAM GLOVES	7/2023	85026644	558.40
24-48175	10-005065	ANDERSON PLUMBING	PLUMBING REPAIRS	7/2023	455	3,035.00
23-45550	10-0336	CASCO INDUSTRIES	PPE TURN OUT GEAR	6/2023	11324	9,414.00
24-48296	10-1068	ONG	MNTHLY SVC	7/2023	20230718	152.09
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 1 QTR	7/2023	1ST QTR 2023	1,500.70
DEPARTMENT TOTAL:						14,660.19

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0 COMMUNITY DEV						
24-48113	10-005689	CHALLENGER LANDSCAPING AND ABATEMENTS		7/2023	NE 36/DONALD	435.00
23-47760	10-0596	FUZZELL'S BUSINESS	COPIER MAINTENANCE	6/2023	MM94751	10.03
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR	7/2023	1ST QTR 2023	608.39
24-48263	10-3196	IMAGENET CONSULTING, LLC	UPSTAIR/DOWN STAIR COPIER	7/2023	INV620774	206.47
24-48265	10-3196	IMAGENET CONSULTING, LLC	MAPPING COPY MACHINE	7/2023	INV615804	1,878.69
24-48280	10-3348	COUNTY CLERK OKLA COUNTY	LIEN	7/2023	20230726	18.00
24-48281	10-3348	COUNTY CLERK OKLA COUNTY	LIENS	7/2023	24-48281	36.00
DEPARTMENT TOTAL:						3,192.58
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR	7/2023	1ST QTR 2023	223.08
24-48136	10-1509	TOM'S SPEEDY LOCK & KEY	SERGEANT KEYS	7/2023	69467	27.50
24-48190	10-2442	SUMNERONE, INC.	MONTHLY COPIER MAINTENANCE	7/2023	3638411	36.93
DEPARTMENT TOTAL:						287.51
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
23-48009	10-0002	ACTION SAFETY SUPPLY CO.,	LBARRICADES FOR PARADE	6/2023	00261822	424.34
24-48040	10-0002	ACTION SAFETY SUPPLY CO.,	LTRAFFIC CONTROL	7/2023	00262057	153.18
24-48191	10-004688	SIGNALTEK, INC.	MAINTENANCE AGREEMENT	7/2023	0723-1807	480.00
24-48275	10-0225	GENUINE PARTS	REPAIRS ON UNIT #60	7/2023	7092-038653	123.72
24-48187	10-0572	REDDY ICE CORP	87 BAGS OF ICE	7/2023	3850632221	43.68
23-47952	10-0694	HASKELL LEMON CONST CO	3 TONS OF ASPHALT	6/2023	3164	261.60
24-48156	10-0694	HASKELL LEMON CONST CO	7 TONS OF ASPHALT	7/2023	113145	544.80
24-48173	10-0694	HASKELL LEMON CONST CO	3 TONS OF ASPHALT	7/2023	3785	264.80
24-48282	10-1063	OG&E	MONTHLY SVC	7/2023	20230718	113.55
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR	7/2023	1ST QTR 2023	993.71
24-48193	10-2123	HOME DEPOT CREDIT SVCS	POWER INVERTER	7/2023	019197/2164963	39.98
24-48253	10-2123	HOME DEPOT CREDIT SVCS	RACKS	7/2023	024289/7024709	59.96
24-48299	10-3001	EASTON SOD	4 PALLETS OF SOD	7/2023	0236913	660.00
DEPARTMENT TOTAL:						4,163.32

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-48272	10-005992	AEG PETROLEUM	1 BARREL SYNTHETIC 520OIL	7/2023	820012	300.58
24-48179	10-0225	GENUINE PARTS	P/S PUMP & BATTERYUNIT24	7/2023	7092-038237	239.05
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 1 QTR	7/2023	1ST QTR 2023	60.84
DEPARTMENT TOTAL:						600.47
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
24-48104	10-004725	RUCKER ELECTRIC INCORPORATE	SWIM POOL PUMP	7/2023	12730	155.00
24-48155	10-004725	RUCKER ELECTRIC INCORPORATE	NEW POOL PUMP MOTER	7/2023	12767	315.00
24-48171	10-005005	BRONCO EQUIPMENT RENTAL &	SWEED EATER STRING & OIL	7/2023	861456-001	268.50
24-48205	10-005005	BRONCO EQUIPMENT RENTAL &	SBLADES FOR ZERO TURN	7/2023	861609-0001	278.97
24-48222	10-005005	BRONCO EQUIPMENT RENTAL &	SMINI SKIDSTEER	7/2023	861792-0001	422.89
24-48121	10-005350	FORCE PERSONNEL	PARK TEMP HELP	7/2023	74898	7,106.14
24-48198	10-006119	PIONEER EQUIPMENT, INC.	BLADES, OIL, OIL FILTER	7/2023	123022	184.72
24-48187	10-0572	REDDY ICE CORP	87 BAGS OF ICE	7/2023	3850632221	43.68
24-48039	10-0668	HAYES ELECTRIC	PHOTO CELL/GARRISON	7/2023	98464	132.63
24-48282	10-1063	OG&E	MNTHLY SVC	7/2023	20230718	91.90
24-48296	10-1068	ONG	MNTHLY SVC	7/2023	20230718	49.64
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 1 QTR	7/2023	1ST QTR 2023	60.84
24-48123	10-1509	TOM'S SPEEDY LOCK & KEY SER	DOOR AT SWIMMING POOL	7/2023	69441	125.00
24-48162	10-1622	WESTLAKE ACE HARDWARE	PART FOR THE POOL	7/2023	3503593	87.54
24-48288	10-1622	WESTLAKE ACE HARDWARE	1/4 X 400 POLY TUBE	7/2023	3503609	34.50
24-48211	10-2123	HOME DEPOT CREDIT SVCS	strainer,mixingbucket,rag	7/2023	021442/0024340	38.38
24-48163	10-3434	W & W ELECTRIC MOTOR SVC	INSTALLED SEALS ON MOTOR	7/2023	1965	500.00
DEPARTMENT TOTAL:						9,895.33
FUND TOTAL:						82,291.03

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
23-46658	10-1715	TYLER TECHNOLOGIES	NOTIFICATION CALLS	6/2023	025-429775	268.00
23-47931	10-1771	ADVENTURE OUT	Unit 19-008 Speed Turtle	6/2023	555299	540.00
DEPARTMENT TOTAL:						808.00
FUND TOTAL:						808.00

FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
23-47483	10-005898	GLOBAL ENERGY SOLUTIONS, LLVFD		6/2023	132583	21,758.34
23-47865	10-005900	TEIM DESIGN GROUP, PLLC	CRSAA MILL OVRLAY ROCKWEL	6/2023	12118	5,452.50
DEPARTMENT TOTAL:						27,210.84
FUND TOTAL:						27,210.84

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 42.0		Automated Meter Project				
23-46995	10-005900	TEIM DESIGN GROUP, PLLC	ARPA METER AUTOMATION	6/2023	12124	109,106.14
DEPARTMENT TOTAL:						109,106.14
FUND TOTAL:						109,106.14

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	03742	451.70
23-47280	10-005500	TROY D RHODES & COMPANY,	INBOND PROP 3A FIRE DEPT	6/2023	3741	17,432.50
23-47254	10-005900	TEIM DESIGN GROUP, PLLC	NW 30 ROCKWELL TO PENIEL	6/2023	12103	15,489.00
23-47255	10-005900	TEIM DESIGN GROUP, PLLC	MUELLER-NW 44 TO NW 50	6/2023	12102	3,646.00
23-47256	10-005900	TEIM DESIGN GROUP, PLLC	DIVIS-NW 36 TO NW 39TH	6/2023	12101	3,784.50
23-47257	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL-NW 25 TO NW 30TH	6/2023	12104	3,574.00
23-47385	10-005900	TEIM DESIGN GROUP, PLLC	PROP 3 C ANIMAL WELFARE	6/2023	12126	6,743.00
DEPARTMENT TOTAL:						51,120.70
FUND TOTAL:						51,120.70

## BETHANY CITY COUNCIL

From: Elizabeth A. Gray  
Date: July 25, 2023  
Subject: Resolution approving the Mayor's Appointment of Ron Titus to the Bethany Economic Development Authority (BEDA) to serve out the remaining term of Anthony Garcia expiring on June 6, 2024

### BACKGROUND

Anthony Garcia was appointed to the Bethany Economic Development Authority for a five-year term expiring on June 6, 2024. On July 7, 2023, Trustee Suarez advised the mayor that he was resigning from BEDA.

According to the Declaration of Trust Section VI "The Trustees":

*(a) ...Any vacancy occurring in the office of Trustee shall be filled by the Mayor and confirmed by the Bethany City Council by the procedure set forth above, and such replacement Trustee shall fill the balance of the unexpired term of the vacant Trusteeship.*

Ron Titus has indicated a willingness to serve on the Bethany Economic Development Authority and the mayor desires to provide for his appointment to serve out the remaining term expiring on June 6, 2024. His application and resume are included for your review.

### RECOMMENDATION

1. Approve Resolution No. 1680 approving the mayor's appointment of Ron Titus to the Bethany Economic Development Authority for a term expiring on June 6, 2024.

### ADDITIONAL COMMENTS



**RESOLUTION NO. 1680**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE MAYOR’S APPOINTMENT OF RON TITUS TO THE BETHANY ECONOMIC DEVELOPMENT AUTHORITY FOR A TERM EXPIRING JUNE 6, 2024**

**WHEREAS**, on July 7, 2023, Trustee/Vice Chair Anthony Garcia resigned from the Bethany Economic Development Authority; and

**WHEREAS**, the Mayor desires to appoint Ron Titus to serve out the remainder of his term which expires on June 6, 2024.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA** that Ron Titus is appointed to serve on the Bethany Economic Development Authority for a term expiring on June 6, 2024.

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

The foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_ 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., Municipal Attorney

## City of Bethany BOARD APPLICATION FORM

Choose the board or committee you are applying for:	
<input type="checkbox"/> Board of Adjustment	<input checked="" type="checkbox"/> Bethany Economic Development Authority
<input type="checkbox"/> Planning and Zoning Commission	<input type="checkbox"/> Other: _____

Name: <b>Ron Titus</b>		In which Ward do you reside: <b>2</b>	
Street Address:			
City: <b>Bethany</b>	State: <b>OK</b>	Zip Code: <b>73008</b>	
Home Phone:		Cell Phone:	
Email Address:			
Occupation: <b>Education</b>			

Serving on a board or commission can be time consuming. Does your schedule allow attendance at regularly scheduled meetings?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>If appointed, are you willing to comply with the City of Bethany Conflict of Interest Policy as stated in Section 7.5 (c) of the City Charter?</p> <p><i>c) Any member of the Council or any board, commission, or other authority who has a direct personal or private interest in any question before the body of which he is a member shall abstain from voting thereon. Violation of this section shall constitute cause for removal from office for members of any board, commission, or other authority of the City government. Provided, however, a violation of this section shall not affect the validity of any action taken by the City Council or any other board or commission of the City.</i></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Education and Hobbies		
Level	Certificate / Degree / Major	Name of School
High School	Diploma	North Platte (Nebraska) High School
College	B.S. / M.Ed. / Ed.D.	UCO / SNU / SNU
Trade or Business School	Honorable Discharge	US Air Force
Hobbies: <b>Music, Guitar, Reading</b>		

**It is suggested that you include a cover letter and resume with your application.**

*I understand that this application does not guarantee an appointment to any board or committee. Appointments are approved by a City Council majority vote and this application is subject to the Open Meeting Act and Open Records Act.*

Signature: **Ron Titus** Digitally signed by Ron Titus  
Date: 2023.07.25 14:46:31  
-05'00' Date: **7/25/2023**



# DR. R.C. TITUS

FULL CURRICULA VITAE

## PROFILE

**Skills:** Visionary leader and innovator. Values diversity, equity, inclusion, efficiency, and justice.

**Strengths:** Learner, Responsibility, Connectedness, Achiever, Belief.

**Values:** cooperation, creativity, optimism, organization, and the pursuit of human flourishing.

**Mission:** to seek God and to love people deeply by encouraging them to reject despair and embrace significance

## INTERESTS



Technology



Baseball



Guitar



## EDUCATION & TRAINING

### **Doctorate of Education in Administration & Leadership**

Southern Nazarene University – June 2023

### **Master of Arts in Education & Leadership**

Southern Nazarene University – May 2006

### **Bachelor of Science - General Studies**

University of Central Oklahoma – July 1995

### **Military Service - Honorable Discharge**

United States Air Force – December 1992



## EXPERIENCE

### **Southern Nazarene University** – 2019-Present

Chair, School of Education & Director, SNU Lab School  
Professor of Educational Psychology & Educational Technology

### **Crossings Christian School** – 2006-2019

Academic Dean & Upper School Principal  
Director of Technology / Advanced Placement Psychology

### **Francis Tuttle Technology Center** – 2000-2006

Program Director & Instructor / Internet Technologies

### **Deer Creek Schools** – 1995-2000

Director of Technology / Advanced Placement Computer Science

### **Tinker Air Force Base** – 1993-1995

Government Contractor / Network Design & Engineering

### **United States Air Force** – 1988-1992

Communication & Computer Systems Programmer Analyst



## CERTIFICATIONS

### **Oklahoma State Department of Education**

Certified Superintendent and Principal  
Health, PE, & Art (K-12) Computer Science & Psychology (7-12)



## LEADERSHIP POSITIONS

**Founder/CEO**, Wayfinder Academy, OKC, OK - 2019-Present  
**Executive Director**, Center for Emancipated Learning, OKC, OK - 2017-Present  
**President/Owner**, Titus Design, OKC, OK - 1992-Present  
**Founder/CEO**, CoreBiblio, OKC, OK - 2014-2018  
**League Commissioner**, Cross Metro Baseball Conference, OKC, OK - 2014-2018  
**Creative Director**, GetKnowledge, Inc, OKC, OK - 2005-2010  
**Principal Author**, Educational Grant Proposal, State of Oklahoma - The STAR Project - 2006  
**Principal Author**, Educational Grant Proposal, US Dept of Ed - The Atrium Project - 2004  
**Post Adjutant**, American Legion Post 111, Edmond, OK - 2002  
**Managing Partner**, Edmond Baseball Academy, Edmond, OK - 2001-2003  
**Senior Analyst**, Century Technologies, Tinker Air Force Base, Midwest City, OK - 1994-1995  
**Network Engineer**, Preferred Resources, Tinker Air Force Base, Midwest City, OK - 1993-1994  
**League Commissioner**, National Adult Baseball Association, OKC, OK - 1993-1994  
**League President**, South Jersey Fall Baseball League, Rancocas, NJ - 1991-1992



## COMMITTEE MEMBER / SPONSOR

**Curriculum Developer / Lead Consultant**, Compedia, Tel Aviv, Israel, 2017-2018  
**Curriculum Consultant**, Museum of the Bible, Washington DC, 2013-2017  
**Bioscience Academy Advisory Committee**, Francis Tuttle Tech Ctr, OKC, OK - 2012-2015  
**Culture and Education Committee**, Crossings Christian School, OKC, OK - 2010-2013  
**Student Council Sponsor**, Crossings Christian School, OKC, OK - 2010-2011  
**Advisory Committee Sponsor**, Francis Tuttle Tech Ctr, OKC, OK - 2000-2005  
**Business Professionals of America**, Francis Tuttle Tech Ctr, OKC, OK - 2000-2005  
**eLearning Task Force**, Francis Tuttle Technology Center, OKC, OK - 2000-2003  
**Core Development Team**, DotNetSCORM & DNNeLearn, Open Source Project - 2004-2006  
**Board Member**, Raising the Standard Ministries, OKC, OK - 2001-Present  
**Member/Advisor**, Northwest Civic Alliance, Bethany, OK - 2005-2006  
**Conservatory of Learning Sponsor**, Deer Creek Middle School, Edmond, OK - 1996-1998



## MEMBERSHIPS

<b>Natl Youth Sports Coaches Assn</b> - Lifetime Member	<b>Ok Baseball Coaches Assn</b> 1999-Present	<b>Assn for Career &amp; Tech Education</b> - 2000-Present
<b>Oklahoma Coaches Assn</b> 1999-Present	<b>American Legion Post 111</b> Edmond, OK - 1999-Present	<b>Oklahoma Assn of Career and Tech Ed</b> - 2000-Present



## RECOGNITION AND HONORS

<b>Honor Graduate</b> - May 2006 Kappa Delta Pi Honor Society Southern Nazarene University	<b>Honor Graduate</b> - June 1994 Blue Ribbon Art Award Recipient Art Instruction Schools	<b>Honor Graduate</b> - Feb 1991 Air Training Command United States Air Force
<b>Airman of the Quarter</b> United States Air Force - Q1 1991	<b>438th Airman of the Year</b> - United States Air Force - 1991	<b>Coach of the Year</b> - 1998 Okla Baseball Coaches Assn



## ACCREDITATION VISIT / PLANNING

- Crossings Christian School**, Oklahoma City, OK - 2008, 2013, 2018 (Host)
- Summit Christian Academy**, Lee's Summit, MO - 2016 (Chair)
- Trinity Christian Academy**, Wichita, KS - 2016
- Union Christian Academy**, Little Rock, AR - 2015 (Co-chair)
- Oklahoma Bible Academy**, Enid, OK - 2013 (Co-chair)
- Temple Christian Academy**, Lewisville, TX - 2011 (Co-chair)
- Rejoice Christian School**, Owasso, OK - 2010
- Meridian Technology Center**, Stillwater, OK - 2005
- Deer Creek Schools**, Edmond, OK - 2000 (Host)



## ARTICULATION AGREEMENT PLANNING

- Southern Nazarene University**, Bethany, OK - 2023
- Colorado Christian University**, Colorado Springs, CO - 2015
- John Brown University**, Siloam Springs, AR - 2010
- University of Central Oklahoma**, Edmond, OK - 2003
- Oklahoma City Community College**, OKC, OK - 2002



## TECHNICAL TRAINING & SKILLS

### United States Air Force

- Base Level Database & Systems Monitor
- Communications & Computer Operations Systems Training
- Basic Military Training

### Digital Equipment

- Advanced Systems & Network Management
- Established Systems Management & Maintenance

### Network Engineering

- Network Administration
- Network TCP/IP Transport
- Advanced Network Admin
- Service and Support
- Networking Technology
- Network Administration

### Operating Systems

- Apple / Mac / IOS
- Microsoft Windows
- Linux / Unix
- Android / Rooting
- Chrome OS
- Raspberry Pi

### Software Proficiency -

- Google Apps / Scripting
- Microsoft Office Suite
- Microsoft Server Suite
- Adobe Creative Suite
- Autodesk 123D Design
- Autodesk AutoCAD 2016
- Macromedia Web Suite

### WebDev Platforms

- Wordpress
- Blogger
- DotNetNuke
- Google Sites

### Social Media Platforms

- Facebook (Pages/Groups)
- Google (Advertising)
- Twitter
- Instagram
- Youtube
- IFTTT

### Productivity

- Dropbox
- Evernote
- >GTD methodology
- ChatGPT

### Life Skills

- Home Automation
- Home Maintenance
- Pool Chemistry
- 3D Printing and Design
- Laser Cutting



## ACADEMIC COURSES TAUGHT

### Adjunct Faculty - Graduate Level

- Southern Nazarene University (2022-Present)
  - The Art of Teaching
  - Educational Psychology
  - Technology Leadership

### Full-Time Faculty - Undergraduate Level

- Southern Nazarene University (2019-Present)
  - Introduction to Education - Teaching Lab
  - Foundations of Education
  - Educational Technology
  - Educational Psychology

### Adjunct Faculty - Undergraduate Level

- Colorado Christian University (2015-2019)
  - General Psychology
- John Brown University (2013-2015)
  - General Psychology
- University of Central Oklahoma (2002-2006)
  - Applied Technology
- Oklahoma City Comm College (2002-2006)
  - Applied Technology

### Full-Time Faculty - Career & Technical

- Francis Tuttle Technology Center (2000-2006)
  - Internet Technoliges

### High School - Advanced Placement (AP) Courses

- Crossings Christian School
  - General Psychology (2013-2019)
- Deer Creek Public Schools
  - Computer Programming (1997-2000)

### Career & Technical

- Francis Tuttle (2000-2006)

### Art and Design Courses

- Visual Arts
- Website Design
- Web Page Authoring
- Digital Image Editing
- Web Animation
- Desktop Publishing
- Yearbook
- Video Production
- Corporate Identity
- Information Design
- Interface Design

### Computer and Technology

- Computer Literacy
- Computer Hardware
- Operating Systems
- Networking
- Internetworking
- Web Page Authoring
- E-Commerce Strategies
- Server Administration
- Web Languages
- Object Orientation
- Database Design
- .NET Technology
- Introduction to ASP.NET
- VisualStudio.NET
- XML-Based Applications
- Desktop Publishing
- C++ Programming



## PROFESSIONAL PRESENTATIONS

### **Southern Nazarene University**

- Social Emotional Learning - 2023
- Project-Based Learning - 2022
- Middle School Boys Bible Study - 2021
- Online Course Development & Management - 2020
- Human Centered Design Thinking - 2019
- Creative Problem Solving 2018
- Daily Morning Staff Devotions 2017 - Present

### **Coaching Experience**

- Football Coach (4 years)
- Basketball Coach (4 years)
- Baseball Coach (26 years)

*Updated: 5/25/2023*

### **Crossings Christian School, OKC, OK**

- Philosophy of Christian Education - 2009 - 2017
- Teach Like a Champion - Spring 2012
- Love & Logic - Jim Fay - Fall 2011, Spring 2012
- Tools for Teaching - Fred Jones - Fall 2011, Spring 2012
- Differentiated Instruction - Jan 2010
- Enrichment for Honors Students - Jan 2010
- Spiritual Gifts Assessment - Aug 2008
- Biblical Integration - Making the Connections - Oct 2007
- Understanding Personality & Learning Styles - Aug 2007

### **Francis Tuttle Technology Center, OKC, OK**

- Distributed eLearning Bootcamp - IC3 - Jun 2005
- eLearning Curriculum Development - Oct 2004
- Career Exploration Workshops - 2004-2006

### **Deer Creek Public Schools, Edmond, OK**

- Professional Development - 1995 - 2000
- District Technology Plan - Board Presentation - Nov 1995

### **Emancipatory Education Conference**

- Oklahoma City, OK - June 2016

### **Oklahoma Christian Schools, Edmond, OK - Fall 2013**

- Flipping My Classroom - Engaging Critical Thinkers
- What's the Big Idea - Teaching to Biblical Objectives

### **Metro Tech Campus, OKC, OK - Jan 2005**

- Curriculum Design and Planning Seminar

### **Santa Fe South High School, OKC, OK - Sep 2003**

- eLearning Curriculum Design and Methodology

### **Ok Dept of CareerTech, Stillwater, OK - Aug 2002**

- Selecting Brokered eLearning Curriculum

### **CCOSA, OKC, OK - May 1998**

- Creating Your Yearbook on CD

## BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager  
Date: July 25, 2023  
Subject: Ward 2 Appointment to the Planning and Zoning Commission

### Background

The Bethany Code of Ordinances provides the following concerning the appointment of Planning and Zoning Commission members.

### § 159.070 CREATION AND MEMBERSHIP

(A) The Planning and Zoning Commission of the city is hereby created consisting of nine appointive members, all of whom shall be qualified electors of the city. Eight of the Commission members shall be appointed by the City Council with two members from each of the city's four wards. The ninth member of the Commission shall be appointed by the Mayor. The members of the Commission shall serve for three-year terms, except the membership as of the date of adoption of the ordinance shall continue to serve out their unexpired terms.

(B) A quorum of the Commission shall consist of five members. Before entering the performance of their duties each member shall take and subscribe to the oath of office as required by law. The members of the Commission shall serve without compensation. A majority of all members of the Commission shall serve without compensation. A majority of all members of the City Council may remove any member of the Commission for the good of the service.

(Prior Code, § 13-101) (Ord. 1241, passed 7-19-83; Am. Ord. 1252, passed 11-15-83; Am. Ord. 1310, passed 11-6-84)

Statutory reference:

Appointment of zoning commission, see 11 O.S. § 43-109

Municipal planning commissions, see 11 O.S. §§ 45-101 to 45-105

Council Member Smart would like your consideration in appointing Justin Peck to the Planning and Zoning Commission Ward 2 vacant seat for a three-year term. Mr. Peck currently serves as the At-large appointment which expires this month.

### RECOMMENDATION

1. Motion to appoint Justin Peck to the Planning and Zoning Commission Ward 2 vacant seat for a three-year term expiring on August 8, 2026.

### ADDITIONAL COMMENTS



## BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager  
Date: July 25, 2023  
Subject: Mayor's At-large Appointment to the Planning and Zoning Commission

### Background

The Bethany Code of Ordinances provides the following concerning the appointment of Planning and Zoning Commission members.

### § 159.070 CREATION AND MEMBERSHIP

(A) The Planning and Zoning Commission of the city is hereby created consisting of nine appointive members, all of whom shall be qualified electors of the city. Eight of the Commission members shall be appointed by the City Council with two members from each of the city's four wards. The ninth member of the Commission shall be appointed by the Mayor. The members of the Commission shall serve for three-year terms, except the membership as of the date of adoption of the ordinance shall continue to serve out their unexpired terms.

(B) A quorum of the Commission shall consist of five members. Before entering the performance of their duties each member shall take and subscribe to the oath of office as required by law. The members of the Commission shall serve without compensation. A majority of all members of the City Council may remove any member of the Commission for the good of the service.

(Prior Code, § 13-101) (Ord. 1241, passed 7-19-83; Am. Ord. 1252, passed 11-15-83; Am. Ord. 1310, passed 11-6-84; Am. Ord. 1974, passed 8-6-19)

### **Statutory reference:**

*Appointment of zoning commission, see 11 O.S. § 43-109*

*Municipal planning commissions, see 11 O.S. §§ 45-101 to 45-105*

Mayor Lloyd has appointed Trent Reid to fill the At-large vacant seat for a three-year term expiring in 2026. This item is for informational purposes only and no action is required.

### RECOMMENDATION

1. No action necessary.

### ADDITIONAL COMMENTS



# City of Bethany BOARD APPLICATION FORM

Choose the board or committee you are applying for:

Board of Adjustment
  Bethany Economic Development Authority  
 Planning and Zoning Commission
  Other: \_\_\_\_\_

Name: David "Trent" Reid In which Ward do you reside: 1

Street Address: [REDACTED]

City: Bethany State: OK Zip Code: 73008

Home Phone: \_\_\_\_\_ Cell Phone: [REDACTED]

Email Address: [REDACTED]

Occupation: Commercial Service Manager (HVAC)

Serving on a board or commission can be time consuming. Does your schedule allow attendance at regularly scheduled meetings?  Yes  No

If appointed, are you willing to comply with the City of Bethany Conflict of Interest Policy as stated in Section 7.5 (c) of the City Charter?

*c) Any member of the Council or any board, commission, or other authority who has a direct personal or private interest in any question before the body of which he is a member shall abstain from voting thereon. Violation of this section shall constitute cause for removal from office for members of any board, commission, or other authority of the City government. Provided, however, a violation of this section shall not affect the validity of any action taken by the City Council or any other board or commission of the City.*

Yes  No

Education and Hobbies		
Level	Certificate / Degree / Major	Name of School
High School	<u>Graduate</u>	<u>Chandler High School</u>
College	<del>Redlands Community College</del>	
Trade or Business School	<u>HVAC</u>	<u>Canadian Valley Technology</u>
Hobbies: <u>Golf, Attend Sporting Events, Hunt, Fish</u>		

It is suggested that you include a cover letter and resume with your application.

*I understand that this application does not guarantee an appointment to any board or committee. Appointments are approved by a City Council majority vote and this application is subject to the Open Meeting Act and Open Records Act.*

Signature: [Signature] Date: 7-28-23

**BETHANY CITY COUNCIL**

From: Elizabeth Gray, City Manager  
Date: July 26, 2023  
Subject: Permission to Advertise for Bids for the Police Headquarters Roof Improvements (G.O. Bond Prop. 3-B)

**BACKGROUND**

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 3 that included Project 3-B Improvements to the Police Headquarters (new roof and evidence room).

On April 4, 2023, the City of Bethany entered into a contract for engineering and design services with TEIM Design, LLC.

TEIM Design now requests permission to advertise for bids.

**RECOMMENDATION**

1. Approve permission to advertise for bids for G. O. Bond Proposition 3-B Police Headquarters Roof Improvements.

**ADDITIONAL COMMENTS**

This project will be funded by GO Bond Proposition 3. The amount of funds remaining in Proposition 3 is \$918,000.

A circular stamp containing a handwritten signature in blue ink, which appears to be the initials 'dg'.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

July 25, 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 Police Headquarters Roof Improvements (G.O. Bond Prop. 3-B)

Dear Ms. Gray,

We are requesting permission to advertise for bids the Police Headquarters Roof Improvements (G.O. Bond Prop. 3-B). This project will install a new roof on the Police Headquarters as outlined in Proposition 3-B of the G.O. bond.

The project schedule is as follows:

Advertise for bids on August 4th, 2023, and August 11th, 2023, in the Journal Record.  
Pre-bid meeting August 16th, 2023 at 10:00 AM.  
Open bids August 30th, 2023 at 10:00 AM.  
City Council consider award of the project on September 18th, 2023.  
Anticipated project completion December 31st, 2023.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'S Manek', written in a cursive style.

Steve Manek, PE

Attachments: Project plans and specifications

**SPECIFICATIONS**

for

**POLICE HEADQUARTERS ROOF IMPROVEMENTS  
(G.O. BOND PROP. 3-B)**

for the  
**CITY OF BETHANY  
OKLAHOMA**



**BY:**

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

and

**Guernsey  
5555 N Grand Boulevard  
Oklahoma City, OK 73112  
Telephone: (405-416-8100)**

TEIM Design, PLLC Project No. ET424.12

July, 2023

APPROVAL SHEET

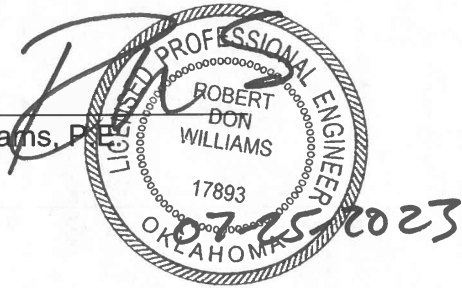
**POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)  
CITY OF BETHANY, OKLAHOMA**

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 25<sup>th</sup> DAY OF July, 2023

\_\_\_\_\_  
Robert Don Williams, PE



## 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 Wednesday the 30th day of August, 2023**, for the construction of:

### **POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)**

#### **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 Wednesday the 30th day of August, 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, August 16th, 2023, at 10:00 a.m.** Attendance at the pre-bid conference is mandatory.

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City Clerk

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**ATTACHMENT – TECHNICAL SPECIFICATIONS  
CONSTRUCTION PLANS**

## **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 of 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.
4. Builder's Risk Insurance.
  - a. Extended coverage – The Construction Contractor shall procure and shall maintain, during the term of the Contract, builder's risk insurance (broad form coverage, including theft, fire coverage on building construction and/or renovation) on one hundred percent (100%) of the construction cost **plus** \$10,000, which is that portion of the City's deductible for property damage insurance applicable to the project facility. Such insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project by formal action of the City Council. The Contractor shall be named as insured and the City and/or any participating public trust (as their interests may appear) shall be named as additional insureds.

- b. Scope of Insurance – The insurance required above shall provide protection for the Construction Contractor, the City and any participating public trust, respectively, against damage claims which may arise from activities, omissions or operations under the Contract, whether such activities, omissions or operations are caused by an insured or by anyone directly or indirectly employed by an insured and, also, against any of the special hazards which may be encountered in the performance of the Contract. Neither the Construction Contractor nor any of its subconsultants, employees, or agents shall commit any act, operation or omission which would vitiate or impair the insurance coverage hereunder.
  - c. Materials, supplies and equipment stored off site – The Construction Contractor shall provide insurance on all stored materials, supplies and equipment when stored off site.
- 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 **POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B) 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 90 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

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

Bethany Police Headquarters – 6714 NW 36<sup>th</sup> Street, Bethany, OK 73008.

## 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.

## MATERIALS

1. All materials must meet the requirements as stated on the construction plans.

## 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

Not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and filed with the Secretary of State (if applicable) shall be paid to any workman employed on this project if a copy is included in the specifications. No payment or payments shall be made by the City unless the Contractor has furnished to the City written evidence certifying hourly wages paid workmen on this project in all applicable classifications and forms provided by the City.

### 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

Technical specifications for all material, equipment and methods of construction shall conform to the City of Oklahoma City Standard Specifications for Construction of Public Improvements.

Technical specifications for this project are included in the attachments.

#### 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:

### **POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)**

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**

---

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:

**POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)  
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:

**POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)  
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:

**POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)  
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

**POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)  
CITY OF BETHANY, OKLAHOMA  
TEIM Design, PLLC Project No. ET424.12**

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
- Affidavit of Non-Boycotting of Energy Companies

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. ET424.12**

Description: **POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)  
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.



**POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)  
CITY OF BETHANY, OKLAHOMA**

**DETAILED BID FORM**

**Base Bid**

Item No.	Estimated Quantity	Unit	Item	Unit Price	Item Total
1	1.00	LSUM	Furnish and Install Police Headquarters Roof Improvements		
			Dollars	\$ _____	\$ _____

Total Base Bid (Bid Price): \$ \_\_\_\_\_

**POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)  
CITY OF BETHANY, OKLAHOMA**

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

**BID BOND**

**POLICE HEADQUARTERS ROOF IMPROVEMENTS (G.O. BOND PROP. 3-B)  
CITY OF BETHANY, OKLAHOMA  
TEIM Design, PLLC Project No. ET424.12**

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



**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:  
\_\_\_\_\_



## 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

**AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES**

Reference: 74 Oklahoma Statutes Section 12005

STATE OF \_\_\_\_\_ ) ss:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, (print name) as the agent of \_\_\_\_\_ (print company or business name) located at \_\_\_\_\_ (address) do hereby swear and affirm that the described company does not boycott energy companies, and will not boycott energy companies during the term of the contract.

\_\_\_\_\_ (print affiant's full name), being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES by his/her subscribed and that the matters stated herein are true to the best of his/her information, knowledge and belief.

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Affiant's Printed Name and Title

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_.

NOTE: For purposes of this affidavit the boycott of energy companies means:

Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or
- b. does business with a company described by subparagraph a of this paragraph;

**ATTACHMENTS**

**TECHNICAL SPECIFICATIONS**

**AND**

**CONSTRUCTION PLANS**

**SECTION 000110  
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**PROCUREMENT AND CONTRACTING REQUIREMENTS**

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**END OF SECTION**



**SECTION 040110  
MASONRY CLEANING**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section includes cleaning the following:
  - 1. Unit masonry surfaces.

**1.02 DEFINITIONS**

- A. Very Low-Pressure Spray: Under 100 psi (690 kPa).
- B. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- C. Medium-Pressure Spray: 400 to 800 psi (2750 to 5510 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- D. High-Pressure Spray: 800 to 1200 psi (5510 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

**1.03 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to cleaning masonry including, but not limited to, the following:
    - a. Verify masonry-cleaning equipment and facilities needed to make progress and avoid delays.
    - b. Materials, material application, and sequencing.
    - c. Cleaning program.
    - d. Coordination with building occupants.

**1.04 SEQUENCING AND SCHEDULING**

- A. Work Sequence: Perform masonry-cleaning work in the following sequence:
  - 1. Remove plant growth.
  - 2. Inspect for open mortar joints. Where repairs are required, delay further cleaning work until after repairs are completed, cured, and dried to prevent the intrusion of water and other cleaning materials into the wall.
  - 3. Remove paint.
  - 4. Clean masonry surfaces.
  - 5. Where water repellents are to be used on or near masonry, delay application of these chemicals until after cleaning.

**1.05 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include material descriptions and application instructions.
  - 2. Include test data substantiating that products comply with requirements.

**1.06 INFORMATIONAL SUBMITTALS**

- A. Preconstruction Test Reports: For cleaning materials and methods.
- B. Cleaning program.

**1.07 QUALITY ASSURANCE**

- A. Cleaning Program: Prepare a written cleaning program that describes cleaning process in detail, including materials, methods, and equipment to be used; protection of surrounding materials; and control of runoff during operations. Include provisions for supervising worker performance and preventing damage.
  - 1. If materials and methods other than those indicated are proposed for any phase of cleaning work, add a written description of such materials and methods, including evidence of successful use on comparable projects and demonstrations to show their effectiveness for this Project.
- B. Mockups: Prepare mockups of cleaning on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution.

1. Cleaning: Clean an area approximately 25 sq. ft. (2.3 sq. m) for each type of masonry and surface condition.
  - a. Test cleaners and methods on samples of adjacent materials for possible adverse reactions. Do not test cleaners and methods known to have deleterious effect.
  - b. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

### **1.08 FIELD CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry-cleaning work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Clean masonry surfaces only when air temperature is 40 deg F (4 deg C) and above and is predicted to remain so for at least seven days after completion of cleaning.

## **PART 2 PRODUCTS**

### **2.01 CLEANING MATERIALS**

- A. Water: Potable.
- B. Mold, Mildew, and Algae Remover, Job Mixed: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSP), 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.
  1. Areas with black staining under gutters and in corners of the building: ReKlaim as manufactured by Prosc0, Inc or equivalent.
  2. Areas that where cleaned with ReKlaim shall be followed with Limestone and Masonry Afterwash as manufactured by Prosc0, Inc or equivalent.
  3. Clean the entire building with Restoration Cleaner as manufactured by Prosc0, Inc or equivalent.

### **2.02 ACCESSORY MATERIALS**

- A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal, glazed masonry, and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Brick cleaning should happen after gutters and downspouts have been removed as part of Section 070150.19 but before roof overlay process has begun as specified in Section 074113.

### **3.02 PROTECTION**

- A. Comply with each manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products.
- B. Remove downspouts and associated hardware adjacent to immediate work area and store during masonry cleaning. Reinstall when masonry cleaning is complete.

### **3.03 CLEANING MASONRY, GENERAL**

- A. Cleaning Appearance Standard: Cleaned surfaces are to have a uniform appearance as viewed from 20 feet (6 m) away by Architect.
- B. Proceed with cleaning in an orderly manner; work from bottom to top (unless other recommended by manufacturer) of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water do not wash over dry, cleaned surfaces.
- C. Use only those cleaning methods indicated for each masonry material and location and as recommended by the cleaner manufacturer.

- D. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces. Keep wall wet below area being cleaned to prevent streaking from runoff.
- E. Perform additional general cleaning, paint and stain removal, and spot cleaning of small areas that are noticeably different when viewed according to the "Cleaning Appearance Standard" Paragraph, so that cleaned surfaces blend smoothly into surrounding areas.
- F. Rinse off cleaner residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that cleaner is completely removed.
- G. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

### **3.04 FINAL CLEANING**

- A. Clean adjacent nonmasonry surfaces of spillage and debris. Use detergent and soft brushes or cloths.
- B. Remove masking materials, leaving no residues that could trap dirt.

**END OF SECTION**

**SECTION 070150.19  
PREPARATION FOR RE-ROOFING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Removal of existing modified bitumen roofing system in preparation for new roofing system in designated areas as indicated on drawings.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

**1.02 RELATED REQUIREMENTS**

- A. Section 074113 - Metal Roof Panels: Roof system.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Preinstallation Meeting: Convene one week before starting work of this section.
  - 1. Attendees:
    - a. Architect.
    - b. Owner.
    - c. Installer.
    - d. Roofing system manufacturer's field representative.
  - 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
    - a. Removal and installation schedule.
    - b. Necessary preparatory work.
    - c. Protection before, during, and after roofing system installation.
    - d. Installation of new roofing system.
    - e. Temporary roofing and daily terminations.

**1.04 SUBMITTALS**

- A. Product Data: Submit for each type of material.
- B. Shop Drawings: Indicate size, configuration, and installation details.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

**1.06 FIELD CONDITIONS**

- A. Provide notice at least three days before starting activities that will affect normal building operations.
- B. Owner will occupy building areas directly below re-roofing area.
  - 1. Provide Owner with at least 48 hours written notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.
  - 2. Do not disrupt Owner's operations or activities.
  - 3. Maintain access of Owner's personnel to corridors, existing walkways, and adjacent buildings.

**PART 2 PRODUCTS**

**2.01 COMPONENTS**

- A. See the following sections for additional information on components relating to this work:
  - 1. Replacement and removal of existing roofing system in preparation for entire new roofing system, see Section 074113.

**2.02 MATERIALS**

- A. Temporary Roofing Protection Materials:

1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

### **PART 3 EXECUTION**

#### **3.01 MATERIAL REMOVAL**

- A. Remove metal counter flashings and existing copings as required for new metal roof installation.
- B. Remove existing modified bitumen roof system down to existing decking as required for new TPO roof installation.

#### **3.02 INSTALLATION**

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 074113 and Section 075400 for additional requirements.

#### **3.03 PROTECTION**

- A. Provide protection of existing roofing system that is not having work performed on it.

**END OF SECTION**

**SECTION 074113  
METAL ROOF PANELS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal roof panel system of preformed steel panels overlaying existing standing seam metal roof.
- B. Vinyl faced batt insulation.

**1.02 RELATED REQUIREMENTS**

- A. Section 079200 - Joint Sealants: Sealing joints between metal roof panel system and adjacent construction.
- B. Section 077200 - Roof Accessories (for Snow Guards)

**1.03 REFERENCE STANDARDS**

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2020, with Errata (2022).
- B. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures Most Recent Edition Cited by Referring Code or Reference Standard.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- D. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process 2022.
- E. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2022.
- F. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference 2005 (Reapproved 2017).
- G. ASTM E1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference 1995 (Reapproved 2018).
- H. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Storage and handling requirements and recommendations.
  - 2. Installation methods.
  - 3. Specimen warranty.
- B. Shop Drawings: Include layouts of roof panels, details of edge and penetration conditions, spacing and type of connections, flashings, underlayments, and special conditions.
  - 1. Show work to be field-fabricated or field-assembled.
  - 2. Illustrate products and relationship to adjacent construction.
- C. Selection Samples: For each roofing system specified, submit color chips representing manufacturer's full range of available colors and patterns.
- D. Installer's qualification statement.
- E. Test Reports: Indicate compliance of metal roofing system to specified requirements.
- F. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

**1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

## **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Provide strippable plastic protection on prefinished roofing panels for removal after installation.
- B. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

## **1.07 FIELD CONDITIONS**

- A. Do not install metal roof panels, eave protection membrane or underlayment when surface, ambient air, or wind chill temperatures are below 45 degrees F (7 degrees C).

## **1.08 WARRANTY**

- A. Finish Warranty: Provide 20-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.
- B. Special Warranty: Provide 20-year warranty for weathertightness of roofing system, including agreement to repair or replace metal roof panels that fail to keep out water commencing on the Date of Substantial Completion. Complete forms in Owner's name and register with warrantor.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Architectural Metal Roof Panel Manufacturers:
  - 1. Berridge Manufacturing Company; Zee-Lock Panel: [www.berridge.com/#sle](http://www.berridge.com/#sle).
  - 2. Substitutions: Per bidding and administrative requirements in the front end documents.

### **2.02 PERFORMANCE REQUIREMENTS**

- A. Metal Roof Panels: Provide complete roofing assemblies, including roof panels, clips, fasteners, connectors, and miscellaneous accessories, tested for compliance with the following minimum standards:
  - 1. Structural Design Criteria: Provide panel assemblies designed to safely support design loads at support spacing indicated, with deflection not to exceed L/180 of span length(L) when tested in accordance with ASTM E1592.
    - a. Dead Loads: Weight of roofing system.
    - b. Live Loads: As required by ASCE 7.
  - 2. Overall: Complete weathertight system tested and approved in accordance with ASTM E1592.
  - 3. Wind Uplift: Class 90 wind uplift resistance of UL 580.
  - 4. Water Penetration: No water penetration when tested in accordance with procedures and recommended test pressures of ASTM E1646; perform test immediately following air infiltration test.
  - 5. Thermal Movement: Design system to accommodate without deformation anticipated thermal movement over ambient temperature range of 120 degrees F (67 degrees C).

### **2.03 METAL ROOF PANELS**

- A. Metal Roof Panels: Provide complete engineered system complying with specified requirements and capable of remaining weathertight while withstanding anticipated movement of substrate and thermally induced movement of roofing system.
- B. Metal Panels: Factory-formed panels with factory-applied finish.
  - 1. Steel Panels:
    - a. Aluminum-zinc alloy-coated steel complying with ASTM A792/A792M; minimum AZ50 (AZM150) coating.
    - b. Steel Thickness: Minimum 22 gauge, 0.0299 inch (0.76 mm).
  - 2. Profile: Standing seam, with minimum 1-1/2-inch (38 mm) seam height; concealed fastener system for field seaming with special tool.
  - 3. Texture: Smooth.
  - 4. Length: Full length of roof slope, without lapped horizontal joints.
  - 5. Width: Maximum panel coverage of 16 1/2 inches (419.1 mm).

- C. Metal Soffit Panels:
  1. Profile: Style as indicated, with venting provided.
  2. Material: Precoated steel sheet, 22 gauge, 0.0299 inch (0.76 mm) minimum thickness.
  3. Color: As indicated on drawings.

#### **2.04 ATTACHMENT SYSTEM**

- A. Concealed System: Provide manufacturer's standard stainless steel or nylon-coated aluminum concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement.

#### **2.05 SECONDARY FRAMING**

- A. Retrofit Roof Framing:
  1. Provide secondary sub-purlin retrofit roof framing for existing vertical rib standing seam panels:
    - a. Roof Hugger.
    - b. Top Hat Framing Systems.
  2. Substitutions: Per bidding and administrative requirements in the front end documents.
- B. Framing Connectors: Factory-made formed steel sheet, ASTM A653/A653M SS Grade 50, with G60/Z180 hot dipped galvanized coating and factory punched holes.

#### **2.06 VINYL FACED BATT INSULATION**

- A. Faced Metal Building Insulation: ASTM C992, Type II, Glass-fiber-blanket insulation 0.5-lb/cu. ft. density; 2-inch wide, continuous vapor-tight edge tabs; with a flam-spread of 25 or less. Provide R-10, 3" batt insulation.
  1. Vapor-Retarder Facing: ASTM C1136, with permeance not greater than 0.02 perm when tested according to ASTM E96/E96M, Desiccant Method. White Vinyl film facing, fiberglass crimp reinforcement, and metalized-polyester film backing.
  2. FINISHES
    - a. Fluoropolymer Coil Coating System: Manufacturer's standard multi-coat metal coil coating system complying with AAMA 2605, including at least 70 percent polyvinylidene fluoride (PVDF) resin, and at least 80 percent of coil coated metal surfaces having minimum total dry film thickness (DFT) of 0.9 mil, 0.0009 inch (0.023 mm); color and gloss as indicated on drawings.
  3. ACCESSORIES
    - a. Clips: Manufacturer's standard clip to accommodate thermal movement.
      - 1) Material: 0.024 inch nominal thickness; G90 galvanized steel sheet.
    - b. Miscellaneous Sheet Metal Items: Provide flashings, gutters, downspouts, trim, moldings, closure strips, preformed crickets, caps, and equipment curbs of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.
    - c. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.
    - d. Sealants:
      - 1) Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
      - 2) Concealed Sealant: Non-curing butyl sealant or tape sealant.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Do not begin installation of preformed metal roof panels until substrates have been properly prepared.

#### **3.02 PREPARATION**

- A. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work to ensure that completed roof will be free of leaks.

- B. Remove protective film from surface of roof panels immediately prior to installation; strip film carefully to avoid damage to prefinished surfaces.
- C. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by metal roof panel manufacturer.
- D. Protect surrounding areas and adjacent surfaces from damage during execution of this work.
- E. At locations where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.
- F. Provide sub framing as required for new crickets at existing skylights as in

### **3.03 INSTALLATION OF SECONDARY FRAMING**

- A. Retrofit Roof System shall be installed in accordance with manufacturers' recommendations and spaced to be secured to existing roof framing members to comply with wind specified wind uplift. Contractor may have to remove some existing metal panels to verify structural framing.

### **3.04 INSTALLATION**

- A. Overall: Install roofing system in accordance with approved shop drawings and metal roof panel manufacturer's instructions and recommendations, as applicable to specific project conditions; securely anchor components of roofing system in place allowing for thermal and structural movement.
  - 1. Install roofing system with concealed clips and fasteners, except as otherwise recommended by manufacturer for specific circumstances. Clip spacing shall be based on wind uplift and location of secondary framing. Coordinate with secondary framing and metal panel manufacturer to ensure compliance with wind uplift requirement.
  - 2. Minimize field cutting of panels. Where field cutting is required, use methods that will not distort panel profiles. Use of torches for field cutting is prohibited.
- B. Accessories: Install necessary components that are required for complete roofing assembly, including flashings, gutters, downspouts, trim, moldings, closure strips, caps, equipment curbs, rib closures, ridge closures, and similar roof accessory items.
- C. Roof Panels: Install metal roof panels in accordance with manufacturer's installation instructions, minimizing transverse joints except at junction with penetrations.
  - 1. Form weathertight standing seams incorporating concealed clips and incorporates the panels integral snap-lock seams.
- D. Install vertical metal wall panel closure in locations as indicated on the Draw
- E. Install white vinyl faced batt insulation after the installation of the secondary framing and before the metal panels are installed. Vinyl facing shall be to the exterior of the building. Take care in overlapping the white vinyl facing to perform a continuous vapor retarder.

### **3.05 CLEANING**

- A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

### **3.06 PROTECTION**

- A. Do not permit storage of materials or roof traffic on installed roof panels. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged roof panels or accessories before Date of Substantial Completion.

**END OF SECTION**

**SECTION 075400  
THERMOPLASTIC MEMBRANE ROOFING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Adhered system with thermoplastic roofing membrane.
- B. Insulation, flat and tapered.
- C. Cover boards.
- D. Flashings.
- E. Roofing stack boots and walkway pads.

**1.02 RELATED REQUIREMENTS**

- A. Section 053100 - Steel Decking: Placement of acoustical insulation for deck flutes.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing 2017.
- B. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board 2022.
- C. ASTM D4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method 1983 (Reapproved 2018).
- D. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing 2021.
- E. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces 2011 (Reapproved 2019).
- F. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- G. FM (AG) - FM Approval Guide Current Edition.
- H. FM DS 1-28 - Wind Design 2015, with Editorial Revision (2022).
- I. NRCA (RM) - The NRCA Roofing Manual 2023.
- J. NRCA (WM) - The NRCA Waterproofing Manual 2021.
- K. UL (FRD) - Fire Resistance Directory Current Edition.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, vapor retarder, surfacing, and fasteners.
- C. Manufacturer's Installation Instructions: Indicate membrane seaming precautions and perimeter conditions requiring special attention.
- D. Manufacturer's qualification statement.
- E. Installer's qualification statement.
- F. Specimen Warranty: For approval.
- G. Provide evidence of compliance with Oklahoma Bill #2180 "Roofing Contractor Registration Act", and current Commercial Endorsement with Oklahoma Construction Industries Board.
- H. Warranty Documentation:
  - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
  - 2. Submit installer's written verification that installation complies with warranty conditions for waterproof membrane.

### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of this section with at least three years of documented experience and approved by manufacturer.

### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, unless otherwise indicated.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

### **1.07 FIELD CONDITIONS**

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F (5 degrees C) or above 90 degrees F.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

### **1.08 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Material Warranty: Provide membrane manufacturer's warranty agreeing to replace material that shows manufacturing defects within five years after installation.
- C. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
  - 1. Warranty Term: 20 years.
  - 2. For repair and replacement include costs of both material and labor in warranty.
  - 3. Exceptions are not Permitted:
    - a. Damage due to roof traffic.
    - b. Damage due to wind speed greater than 56 miles per hour (90 km/h) but less than 90 miles per hour (145 km/h).

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
  - 1. Carlisle SynTec Systems; Sure-Weld TPO: [www.carlisle-syntec.com/#sle](http://www.carlisle-syntec.com/#sle).
  - 2. Elevate; UltraPly TPO: [www.holcimelevate.com/#sle](http://www.holcimelevate.com/#sle) (Formerly Firestone Building Products).
  - 3. GAF; EverGuard TPO: [www.gaf.com/#sle](http://www.gaf.com/#sle).
  - 4. Johns Manville; JM TPO - 60 mil: [www.jm.com/#sle](http://www.jm.com/#sle).
  - 5. Substitutions: See Section 016000 - Product Requirements.
- B. Insulation:
  - 1. Same manufacturer as roof membrane.

### **2.02 ROOFING - UNBALLASTED APPLICATIONS**

- A. Thermoplastic Membrane Roofing: One ply membrane, fully adhered.

- B. Roofing Assembly Requirements:
  - 1. Solar Reflectance Index (SRI): 78, minimum, calculated in accordance with ASTM E1980.
    - a. Field applied coating may not be used to achieve specified SRI.
  - 2. Roof Covering External Fire Resistance Classification: UL (FRD) Class A.
- C. Acceptable Insulation Types - Constant Thickness Application: Any of types specified.
  - 1. Minimum 2 layers of polyisocyanurate board.
- D. Acceptable Insulation Types - Tapered Application: Any of types specified.
  - 1. Tapered polyisocyanurate board.
  - 2. Uniform thickness polyisocyanurate board covered with tapered polyisocyanurate, extruded polystyrene, or perlite board.

### **2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS**

- A. Membrane Roofing Materials:
  - 1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, sheet contains reinforcing fabrics or scrim.
    - a. Thickness: 60 mil, 0.060 inch (1.5 mm), minimum.
  - 2. Sheet Width:
    - a. Adhered Application: Limit width to 120 inches (3,048 mm), maximum, when ambient temperatures are less than 40 degrees F (4.4 degrees C) for extended period of time during installation.
  - 3. Solar Reflectance: 0.75, minimum, initial, and 0.65, minimum, 3-year, certified by Cool Roof Rating Council.
  - 4. Color: White.
- B. Membrane Fasteners: As recommended and approved by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.
- D. Through-Wall Flashing with Termination Bar: At least 40 mil, 0.040 inch (1.0 mm) thick poly-reinforced membrane with extruded termination bar and drip-edge.
  - 1. Width: 18 inches (457 mm), minimum.

### **2.04 COVER BOARDS**

- A. Cover Boards: Glass-mat faced gypsum panels complying with ASTM C1177/C1177M.
  - 1. Thickness: 5/8 inch (15.9 mm), Type X, fire-resistant.
  - 2. Products:
    - a. Georgia-Pacific; DensDeck Prime with EONIC Technology: [www.densdeck.com/#sle](http://www.densdeck.com/#sle). To be used at parapet walls.
    - b. Georgia-Pacific; DensDeck StormX with EONIC Technology: [www.densdeck.com/#sle](http://www.densdeck.com/#sle). To be used at field of roof.
    - c. Substitutions: See Section 016000 - Product Requirements.

### **2.05 INSULATION**

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
  - 1. Classifications:
    - a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
      - 1) Class 1 - Faced with glass fiber reinforced cellulosic facers on both major surfaces of the core foam.
      - 2) Compressive Strength: Classes 1-2-3, Grade 1, 16 psi (110 kPa), minimum.
      - 3) Thermal Resistance, R-value (RSI-value): At 1-1/2 inches (38 mm) thick; Class 1, Grades 1-2-3, 8.4 (1.48), minimum, at 75 degrees F (24 degrees C).
  - 2. Board Size: 48 by 96 inches (1220 by 2440 mm).
  - 3. Board Thickness: 2 layers of 2.6".
  - 4. Tapered Board: Slope as indicated; minimum thickness 1/2"; fabricate of fewest layers possible.
  - 5. Board Edges: Square.

## **2.06 ACCESSORIES**

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- B. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
- C. Membrane Adhesive: As recommended by membrane manufacturer.
- D. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- E. Insulation Adhesive: As recommended by insulation manufacturer.
- F. Sealants: As recommended by membrane manufacturer.
- G. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
  - 1. Composition: Roofing membrane manufacturer's standard.
  - 2. Size: Manufacturer's standard size.
  - 3. Surface Color: White.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set.

### **3.02 INSTALLATION, GENERAL**

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during cold or wet weather conditions.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- F. Coordinate this work with installation of associated counterflashings installed by other sections as the work of this section proceeds.

### **3.03 INSTALLATION - INSULATION, UNDER MEMBRANE**

- A. Attachment of Insulation:
  - 1. Mechanically fasten both layers of ISO insulation to deck in accordance with roofing manufacturer's instructions and FM DS 1-28 Factory Mutual requirements.
- B. Cover Boards: Adhesively fasten cover boards in accordance with roofing manufacturer's instructions and FM (AG) Factory Mutual requirements.
- C. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.
- D. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.

### **3.04 INSTALLATION - MEMBRANE**

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.

- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive as recommended by membrane manufacturer and at a rate recommended by membrane manufacturer. Fully embed membrane in adhesive except in areas directly over or within 3 inches (76mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches (76 mm). Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. At intersections with vertical surfaces:
  - 1. Extend membrane over cant strips and up onto vertical surfaces and under parapet cap.
  - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
  - 3. Insert flashing into reglets and secure.
- F. Around roof penetrations, seal flanges and flashings with flexible flashing.
- G. Install roofing expansion joints where indicated. Make joints watertight.
  - 1. Install prefabricated joint components in accordance with manufacturer's instructions.
- H. Coordinate installation of roof drains and related flashings.

### **3.05 INSTALLATION - WALK PADS**

- A. Install walkway pads. Space pad joints to permit drainage.

### **3.06 CLEANING**

- A. See Section 017000 - Execution and Closeout Requirements for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

### **3.07 PROTECTION**

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

**END OF SECTION**

**SECTION 076200  
SHEET METAL FLASHING AND TRIM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counterflashings, and exterior penetrations.
- B. Sealants for joints within sheet metal fabrications.

**1.02 RELATED REQUIREMENTS**

- A. Section 042000 - Unit Masonry: Metal flashings embedded in masonry.
- B. Section 061000 - Rough Carpentry: Wood nailers for sheet metal work.
- C. Section 075400 - Thermoplastic Membrane Roofing: Metal copings and flashings associated with TPO.
- D. Section 075418 - Thermoplastic Membrane Roofing - PVC KEE: Metal copings and flashings associated with PVC KEE.

**1.03 REFERENCE STANDARDS**

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2020, with Errata (2022).
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- D. CDA A4050 - Copper in Architecture - Handbook current edition.
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual 2012.

**1.04 SUBMITTALS**

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- B. ES-1 Documentation: for Metal Roof Edging and Coping:
  - 1. If Contractor at his option provides shop fabricated ES-1 approved metal edges and copings. Provide verification proof that sheet metal shop has ES-1 approval with UL as part of the submittal package.

**1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Sheet Metal Flashing and Trim Manufacturers:
  - 1. Petersen Aluminum Corporation; \_\_\_\_\_: [www.pac-clad.com/#sle](http://www.pac-clad.com/#sle).

**2.02 SHEET MATERIALS**

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24-gauge, 0.0239-inch (0.61 mm) thick base metal, shop pre-coated with PVDF coating.
  - 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.

## **2.03 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.

## **2.04 EXTERIOR PENETRATION FLASHING PANELS**

- A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

## **2.05 ACCESSORIES**

- A. Fasteners: Stainless steel, with soft neoprene washers.
- B. Concealed Sealants: Non-curing butyl sealant.
- C. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- D. Fenestration Perimeter Flashing Attachments: Two-piece flashing receiver and clip of extruded aluminum, at least 0.045 inch (1.14 mm) thick, for attaching flashing at perimeter of exterior wall fenestration openings.
  - 1. Provide flashing receiver profile appropriate for flashing applications.
- E. Reglets: Surface-mounted type, galvanized steel; face and ends covered with plastic tape.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### **3.02 PREPARATION**

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
- C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch (0.4 mm).

### **3.03 INSTALLATION**

- A. Comply with drawing details and SMACNA.
- B. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Exterior Flashing Receivers: Install in accordance with manufacturer's recommendations, and in proper relationship with adjacent construction, and as follows:
  - 1. Place flashing into receiver channel.
  - 2. Secure flashing with receiver clip.

**END OF SECTION**

**SECTION 077100  
MANUFACTURED SNAP-ON FASCIA AND COPINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Manufactured roof specialties, including copings.

**1.02 RELATED REQUIREMENTS**

- A. Section 077123 - Manufactured Gutters and Downspouts

**1.03 REFERENCE STANDARDS**

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix) 2020, with Errata (2022).
- B. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems 2017.
- C. NRCA (RM) - The NRCA Roofing Manual 2023.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Roof Edge Flashings and Copings:
  - 1. Hickman Edge Systems: [www.hickmanedgesystems.com/#sle](http://www.hickmanedgesystems.com/#sle).
  - 2. Metal-Era Inc: [www.metalera.com/#sle](http://www.metalera.com/#sle).
  - 3. Substitutions: See Section 016000 - Product Requirements.

**2.02 COMPONENTS**

- A. Copings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
  - 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness, and finish as cap; concealed stainless steel fasteners.
  - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
  - 3. Wall Width: As indicated on drawings.
  - 4. Outside Face Height: As indicated on drawings.
  - 5. Inside Face Height: As indicated on drawings.
  - 6. Material: Formed steel sheet, galvanized, 24 gauge, 0.024 inch (0.6 mm) thick, minimum.
  - 7. Finish: 70 percent polyvinylidene fluoride.
  - 8. Color: As selected by Architect from manufacturer's standard range.
  - 9. Products:
    - a. Metal-Era Inc; Perma-Tite Coping: [www.metalera.com/#sle](http://www.metalera.com/#sle).
    - b. Hickman Edge Systems; PermaSnap Premier Coping: [www.hickmanedgesystems.com/#sle](http://www.hickmanedgesystems.com/#sle).
    - c. Substitutions: See Section 016000 - Product Requirements.

**2.03 FINISHES**

- A. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as indicated to match adjacent metal roof panels.

## **2.04 ACCESSORIES**

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

### **3.02 INSTALLATION**

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Seal joints within components when required by component manufacturer.
- C. Anchor components securely.

**END OF SECTION**

**SECTION 077200  
ROOF ACCESSORIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Snow guards.

**1.02 RELATED REQUIREMENTS**

- A. Section 077100 - Manufactured Snap-On Fascia and Copings: Other manufactured roof specialty items.
- B. Section 074113 - Metal Roof Panels.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  - 4. Maintenance requirements.
- C. Warranty Documentation:
  - 1. Submit manufacturer warranty.
  - 2. Ensure that forms have been completed in Owner's name and registered with manufacturer.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products under cover and elevated above grade.

**PART 2 PRODUCTS**

**2.01 SNOW GUARDS**

- A. Snow Retention System: Provide ColorGard as manufactured by S5.
- B. Substitutions: See Section 016000-Product Requirements.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

**3.02 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

**END OF SECTION**

## **SECTION 079200 JOINT SEALANTS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 092116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.
- B. Section 093000 - Tiling: Sealant between tile and plumbing fixtures and at junctions with other materials and changes in plane.

#### **1.03 REFERENCE STANDARDS**

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015 (Reapproved 2022).
- B. ASTM C834 - Standard Specification for Latex Sealants 2017 (Reapproved 2023).
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016 (Reapproved 2023).
- E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants 2022.
- F. ASTM C1311 - Standard Specification for Solvent Release Sealants 2022.
- G. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2023.
- H. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness 2015 (Reapproved 2021).

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
  - 5. Substrates for which use of primer is required.
  - 6. Substrates for which laboratory adhesion and/or compatibility testing is required.
  - 7. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
  - 8. Sample product warranty.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Executed warranty.

#### **1.05 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.

- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Nonsag Sealants:
  - 1. Adhesives Technology Corporation: [www.atcepoxy.com/#sle](http://www.atcepoxy.com/#sle).
  - 2. Bostik Inc: [www.bostik-us.com/#sle](http://www.bostik-us.com/#sle).
  - 3. Dow: [www.dow.com/#sle](http://www.dow.com/#sle).
  - 4. Franklin International, Inc: [www.titebond.com/#sle](http://www.titebond.com/#sle).
  - 5. Pecora Corporation: [www.pecora.com/#sle](http://www.pecora.com/#sle).
  - 6. Sika Corporation: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
  - 7. Substitutions: See Section 016000 - Product Requirements.
- B. Self-Leveling Sealants:
  - 1. Dow: [www.dow.com/#sle](http://www.dow.com/#sle).
  - 2. Pecora Corporation: [www.pecora.com/#sle](http://www.pecora.com/#sle).
  - 3. Sika Corporation: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
  - 4. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
  - 5. Substitutions: See Section 016000 - Product Requirements.

### **2.02 JOINT SEALANT APPLICATIONS**

- A. Scope:
  - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to:
    - a. Wall expansion and control joints.
    - b. Joints between door, window, and other frames and adjacent construction.
    - c. Joints between different exposed materials.
    - d. Openings below ledge angles in masonry.
    - e. Other joints indicated below.
  - 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
    - a. Joints between door, window, and other frames and adjacent construction.
    - b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
    - c. Other joints indicated below.
  - 3. Do not seal the following types of joints:
    - a. Intentional weep holes in masonry.
    - b. Joints indicated to be treated with manufactured expansion joint cover, or some other type of sealing device.
    - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
    - d. Joints where installation of sealant is specified in another section.
    - e. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use nonsag nonstaining silicone sealant, unless otherwise indicated.
  - 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, noncuring.
  - 2. Lap Joints between Manufactured Metal Panels: Butyl rubber, noncuring.
  - 3. Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane traffic-grade sealant.
  - 4. Wiring Slots in Concrete Paving: Self-leveling epoxy sealant.
- C. Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
  - 1. Wall and Ceiling Joints in Nonwet Areas: Acrylic emulsion latex sealant.

2. Wall and Ceiling Joints in Wet Areas: Nonsag polyurethane sealant for continuous liquid immersion.
  3. Floor Joints in Wet Areas: Nonsag polyurethane non-traffic-grade sealant suitable for continuous liquid immersion.
  4. Joints between Tile in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
    - a. See Section 093000 for sealing between tile and plumbing fixtures.
  5. In Sound-Rated Assemblies: Acrylic emulsion latex sealant.
  6. Narrow Control Joints in Interior Concrete Slabs: Self-leveling epoxy sealant.
  7. Other Floor Joints: Self-leveling polyurethane traffic-grade sealant.
- D. Interior Wet Areas: restrooms and kitchens; fixtures in wet areas include plumbing fixtures, countertops, cabinets, and other similar items.
- E. Sound-Rated Assemblies: Walls and ceilings identified as STC-rated, sound-rated, or acoustical.

### 2.03 JOINT SEALANTS - GENERAL

- A. Colors: As indicated on drawings.

### 2.04 NONSAG JOINT SEALANTS

- A. Nonstaining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 50 percent, minimum.
  2. Nonstaining to Porous Stone: Nonstaining to light-colored natural stone when tested in accordance with ASTM C1248.
  3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
  4. Color: Match adjacent finished surfaces.
  5. Products:
    - a. Dow; DOWSIL 791 Silicone Weatherproofing Sealant: [www.dow.com/#sle](http://www.dow.com/#sle).
    - b. Tremco Commercial Sealants & Waterproofing; Spectrem 1: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
    - c. Substitutions: See Section 016000 - Product Requirements.
- B. Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 25 percent, minimum.
  2. Color: Match adjacent finished surfaces.
  3. Cure Type: Single component, neutral moisture curing.
  4. Products:
    - a. Dow; DOWSIL 758 Silicone Weather Barrier Sealant: [www.dow.com/#sle](http://www.dow.com/#sle).
    - b. Franklin International, Inc; Titebond 100% Silicone Sealant: [www.titebond.com/#sle](http://www.titebond.com/#sle).
    - c. Pecora Corporation; Pecora 860: [www.pecora.com/#sle](http://www.pecora.com/#sle).
    - d. Sika Corporation; Sikasil GP: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
    - e. Substitutions: See Section 016000 - Product Requirements.
- C. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
1. Color: Clear.
  2. Products:
    - a. Tremco, Inc., Spectrum 1..
    - b. Substitutions: See Section 016000 - Product Requirements.
- D. Hybrid Elastomeric Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 50 percent, minimum.
  2. Color: Match adjacent finished surfaces.
  3. Products:

- a. Tremco Commercial Sealants and Waterproofing; Dymonic FC: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
  - b. Substitutions: See Section 016000 - Product Requirements.
- E. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
  - 1. Movement Capability: Plus and minus 50 percent, minimum.
  - 2. Color: Match adjacent finished surfaces.
  - 3. Products:
    - a. Pecora Corporation; DynaFlex: [www.pecora.com/#sle](http://www.pecora.com/#sle).
    - b. Tremco Commercial Sealants & Waterproofing; Vulkem 116: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
    - c. Substitutions: See Section 016000 - Product Requirements.
- F. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, nonstaining, nonbleeding, nonsagging; not intended for exterior use.
  - 1. Color: Standard colors matching finished surfaces, Type OP (opaque).
  - 2. Products:
    - a. Tremco Commercial Sealants & Waterproofing; Tremflex 834: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.
- G. Noncuring Butyl Sealant: Solvent-based, single component, nonsag, nonskinning, nonhardening, nonbleeding; non-vapor permeable; intended for fully concealed applications.

## 2.05 SELF-LEVELING JOINT SEALANTS

- A. Self-Leveling Silicone Sealant: ASTM C920, Grade P, Uses M and A; single or multicomponent, explicitly approved by manufacturer for traffic exposure when recessed below traffic surface; not expected to withstand continuous water immersion.
  - 1. Movement Capability: Plus 100 percent, minus 50 percent, minimum.
  - 2. Hardness Range: 0 to 15, Shore A, when tested in accordance with ASTM C661.
  - 3. Color: Gray.
  - 4. Products:
    - a. Pecora Corporation; Pecora 300 SL (Self-Leveling): [www.pecora.com/#sle](http://www.pecora.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.
- B. Rigid Self-Leveling Polyurethane Joint Filler: Two part, low viscosity, fast setting; intended for cracks and control joints not subject to significant movement.
  - 1. Hardness Range: Greater than 100, Shore A, and 50 to 80, Shore D, when tested in accordance with ASTM C661.
- C. Flexible Polyurethane Foam: Single component, gun grade, and low-expanding.
  - 1. Color: White.
  - 2. Products:
    - a. Tremco Commercial Sealants & Waterproofing; ExoAir Flex Foam: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.
- D. Semi-Rigid Self-Leveling Epoxy Joint Filler: Epoxy or epoxy/polyurethane copolymer; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.
  - 1. Composition: Multicomponent, 100 percent solids by weight.
  - 2. Durometer Hardness: Minimum of 85 for Type A or 35 for Type D, after seven days when tested in accordance with ASTM D2240.
  - 3. Color: Concrete gray.
  - 4. Joint Width, Minimum: 1/8 inch (3 mm).
  - 5. Products:
    - a. Nox-Crete Inc; DynaFlex 502: [www.nox-crete.com/#sle](http://www.nox-crete.com/#sle).
    - b. Substitutions: See Section 016000 - Product Requirements.

## **2.06 ACCESSORIES**

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
  - 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O - Open Cell Polyurethane.
  - 2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
  - 3. Open Cell: 40 to 50 percent larger in diameter than joint width.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in an inconspicuous area to verify that it does not stain or discolor slab.

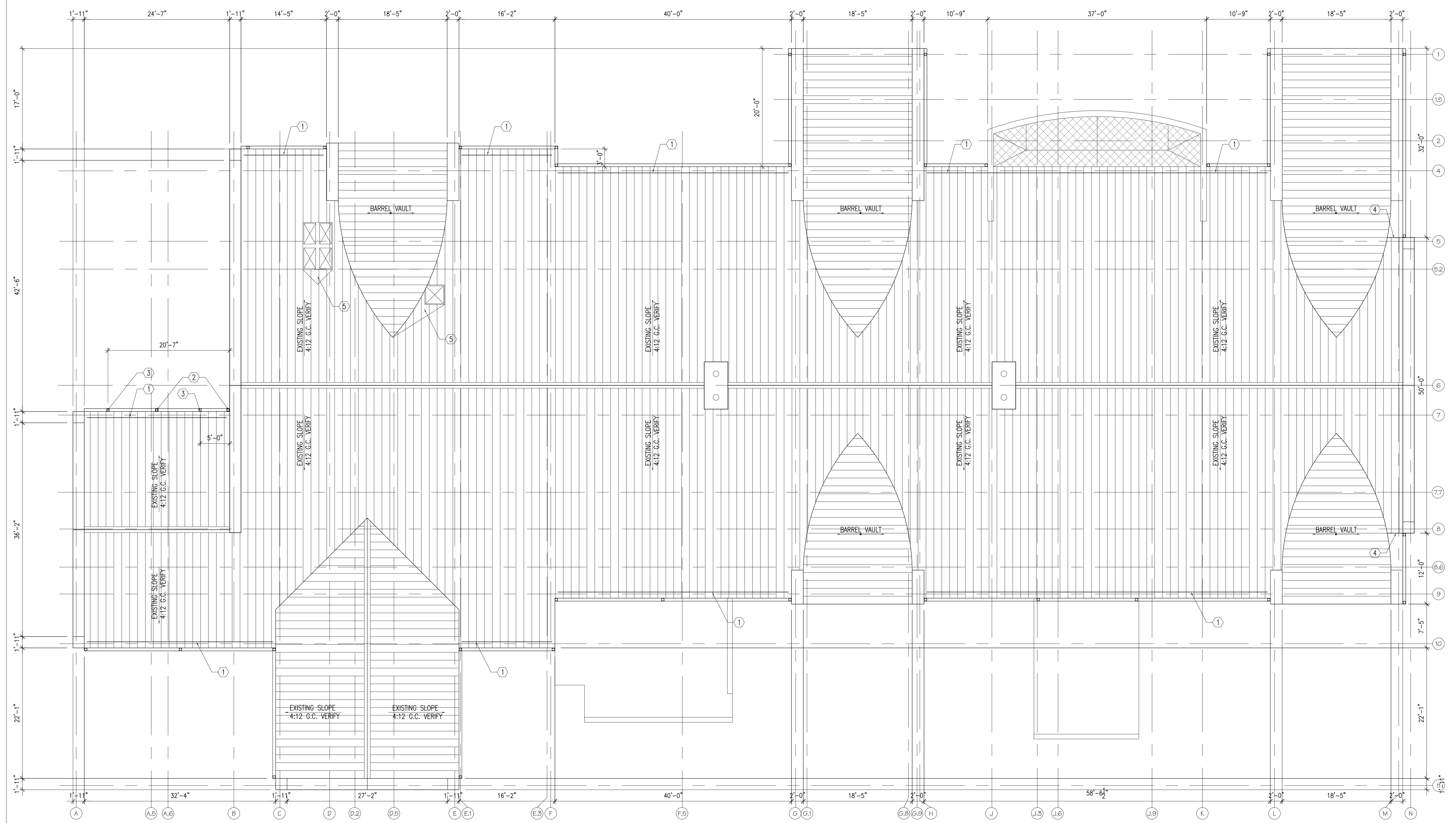
### **3.03 INSTALLATION**

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- G. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

**END OF SECTION**



ROOF PLAN KEY NOTES	ROOF PLAN GENERAL NOTES	ROOF PLAN LEGEND
<ol style="list-style-type: none"> <li>INSTALL NEW SNOW AND ICE GUARDS.</li> <li>REMOVE EXISTING DOWNSPOUTS AS SHOWN.</li> <li>INSTALL NEW DOWNSPOUTS IN LOCATION SHOWN.</li> <li>PROVIDE VERTICAL METAL WALL PANEL CLOSURE AT THIS LOCATION.</li> <li>PROVIDE POSITIVE FLOW CRICKETS AT THIS LOCATION.</li> </ol>	<ol style="list-style-type: none"> <li>VERIFY ALL EXISTING CONDITIONS PRIOR TO START OF DEMOLITION OR CONSTRUCTION WORK. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND ARCHITECT PRIOR TO START OF ANY WORK.</li> <li>REMOVE ALL EXISTING COPINGS, GUTTERS AND DOWNSPOUTS. REPLACE ALL WITH NEW PER SPECIFICATIONS.</li> <li>RETRO FIT EXISTING STANDING SEAM METAL ROOF WITH A NEW STANDING SEAM METAL ROOF OVERLAY. RE: SPECIFICATIONS.</li> </ol>	<p>HATCH REPRESENTS EXISTING MODIFIED BITUMEN ROOF TO BE REMOVED AND REPLACED. RE: SPECIFICATIONS</p>



DESIGNED BY:	OMIK
DRAWN BY:	OMIK
DATE:	07.24.23
PROJECT NO.:	70493

MRK	DESCRIPTION	DATE	BY

CITY OF BETHANY  
 POLICE HEADQUARTERS ROOF IMPROVEMENTS  
 6714 NW 36th STREET, BETHANY OK 73008  
 (G.C. BOND PROP. 3-B)

**OVERALL ROOF PLAN**

**1 OVERALL ROOF PLAN**  
 SCALE: 1/8" = 1'-0"

NOTICE: On Friday, July 14, 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, JULY 18, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Jeff Knapp	Vice-Chairman
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Brian Magirowsky	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
<b>MEMBERS ABSENT:</b>	Nikki Lloyd	Chairman
	Steve Palmer	Trustee
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design Engineer
	(See Roster)	

Vice-Chairman Knapp called the Bethany Public Works Authority meeting to order at 6:59 P.M.

#### **ITEM NO. 1** on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM JUNE 5TH, 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 Trustee Magirowsky, seconded by Trustee Larsen to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Smart, Plank, McPhail, Knapp. No Votes: None. Motion passed.

**ITEM NO. 2** on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1679, A RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA AUTHORIZING APPLICATION FOR AN EMERGENCY GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD (OWRB). (ELIZABETH GRAY, CITY MANAGER)**

Motion was made by Trustee Plank, seconded by Trustee Larsen to approve Resolution No. 1679. Yes Votes: Larsen, Magirowsky, Powell, Smart, Plank, McPhail, Knapp. No Votes: None. Motion passed.

**ITEM NO. 3** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF SOUTHWEST WATER WORKS, LLC CONSTRUCTION CONTRACT FOR ARPA WATER METER AUTOMATION IMPROVEMENTS PROJECT AND AMENDMENT NO. 1 TO THE CONTRACT AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENTS ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

Motion was made by Trustee Magirowsky, seconded by Trustee Powell to approve the construction contract of Southwest Water Works, LLC for Water Meter Automation Improvements Project and Amendment No. 1 to the contract and authorize the Mayor to sign the documents on behalf of the City of Bethany. Yes votes: Magirowsky, Knapp, Larsen, Smart, Plank, McPhail, Powell. 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 AUGUST 1, 2023.**

Vice-Chairman Knapp adjourned the Bethany Public Works meeting at 7:01 P.M. until August 1, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director  
Date: July 27, 2023  
Subject: Claims List for the 08/01/2023 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$130,830.16
<b>TOTAL</b>	<b>\$130,830.16</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$270,536.71
Bethany Public Works Authority	\$130,830.16
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$401,366.87</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						
24-48116	10-005350	FORCE PERSONNEL	TEMP METER READER BUTLER	7/2023	74986	964.79
23-48020	10-005373	CARD SERVICES/P1	THERMAL PAPER	6/2023	2276214	67.99
24-48139	10-005373	CARD SERVICES/P1	SUNSCREEN/ BUG SPRAY	7/2023	20230712	22.24
23-46656	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING	6/2023	115053	2,256.00
24-48310	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING SVC	7/2023	115211	2,375.42
23-47440	10-006093	FEDERAL PROTECTION, INC.	AUDIO/SPEAKER DRIVE THRU	6/2023	01357444	2,003.00
23-47760	10-0596	FUZZELL'S BUSINESS	COPIER MAINTENANCE	6/2023	MM94751	20.13
24-48138	10-1622	WESTLAKE ACE HARDWARE	BUG SPRAY	7/2023	3503590	7.49
23-46658	10-1715	TYLER TECHNOLOGIES	NOTIFICATION CALLS	6/2023	025-429775	251.20
23-48018	10-2660	ODEQ WATER QUALITY DIV	RENEWAL CERT D	6/2023	23060164089	46.00
DEPARTMENT TOTAL:						8,014.26
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR	7/2023	1ST QTR 2023	223.08
23-47891	10-3042	ACCURATE ENVIRONMENTAL	MONTHLY TESTING OF WATER	6/2023	FF30034	368.00
DEPARTMENT TOTAL:						591.08
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
24-48122	10-005350	FORCE PERSONNEL	SANITATION TEMP HELP	7/2023	74971	3,004.07
24-48093	10-0225	GENUINE PARTS	WHEEL SEAL & BEARING	7/2023	7092-037584	157.39
24-48187	10-0572	REDDY ICE CORP	87 BAGS OF ICE	7/2023	3850632221	44.70
24-48168	10-0812	J & R EQUIPMENT LLC	2-HYDRO HOSE/SWEEP BLADE	7/2023	01P15217	805.08
24-48215	10-0812	J & R EQUIPMENT LLC	TIPPERVALUEFORTIPPERARM	7/2023	01P15278	474.94
24-48268	10-0812	J & R EQUIPMENT LLC	TAPERED KNOB FOR DUMPSTER	7/2023	01P14890	31.60
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR	7/2023	1ST QTR 2023	405.60
24-48298	10-1622	WESTLAKE ACE HARDWARE	HOSE,NOZZLE,&WALL MNT	7/2023	3503613	53.89
23-47942	10-3081	PREMIER TRUCK/ATC FREIGHTLINE	REPALCE REAR CABLE/CAMERA	6/2023	12091006	1,493.63
23-47906	10-4012	WASTE CONNECTIONS,INC	LANDFILL FEES FOR JUNE	6/2023	30234	27,764.34
DEPARTMENT TOTAL:						34,235.24
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-48272	10-005992	AEG PETROLEUM	1 BARREL SYNTHETIC 520OIL	7/2023	820012	300.57
DEPARTMENT TOTAL:						300.57

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
24-48085	10-005373	CARD SERVICES/PI	REFRIGERATOR/COOLERS	7/2023	7459402	473.40
24-48105	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM	7/2023	BSW477478	2,697.50
24-48192	10-0091	BRENNTAG SOUTHWEST INC	4200 GAL OF BLEACH	7/2023	BSW480198	8,198.12
24-48226	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF ALUMINUM SULF	7/2023	BSW480199	2,697.50
24-48282	10-1063	OG&E	MNTHLY SVC	7/2023	20230718	5,986.38
24-48143	10-1128	OK CITY WATER UTILITIES	TRCROSSTIES	7/2023	20230727 BASE	15,597.99
24-48264	10-2123	HOME DEPOT CREDIT SVCS	TOOLS FOR REPAIRS/LIME	7/2023	025238/6520123	75.48
24-48259	10-2221	OKLAHOMA CITY AIRPORT TRUST	GROUND SPACE	7/2023	0000116155	11,293.62
24-48260	10-2660	ODEQ WATER QUALITY DIV	ANNUAL PUBLIC WATER PERMI	7/2023	23053190069	8,246.48
23-47891	10-3042	ACCURATE ENVIRONMENTAL	MONTHLY TESTING OF WATER	6/2023	FF30031	775.00
24-48165	10-3042	ACCURATE ENVIRONMENTAL	30 LEAD & COPPER	7/2023	FF30035	2,100.00
23-47999	10-3919	MISSISSIPPI LIME	25 TONS LIME	6/2023	1681856	8,910.56
24-48188	10-4122	PUMPS AND CONTROLS	TUBING FOR BLEACH SYSTEM	7/2023	518808	97.27
DEPARTMENT TOTAL:						67,149.30
DEPARTMENT: 12.1 UTILITY - WATER LINE						
24-48180	10-004571	ALL RIGHT IRRIGATION	REPAIR IRRIGATION	7/2023	07172023,07182023	1,600.00
24-48115	10-004996	GOODYEAR COMMERCIAL TIRE &	ONE TIRE UNIT #41	7/2023	255-1027728	364.14
23-47635	10-005451	MATTHEWS TRENCHING CO.,	INC39TH EXPWY	6/2023	39TH EXPWY	11,781.20
24-48187	10-0572	REDDY ICE CORP	87 BAGS OF ICE	7/2023	3850632221	43.68
24-48202	10-1066	OKLAHOMA CONTRACTOR'S	SUPPL4 INCH CLAMP	7/2023	0375597-IN	81.00
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CPROPERTY 1 QTR	7/2023	1ST QTR 2023	3,224.48
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	6/2023	20230727	46.84
DEPARTMENT TOTAL:						17,141.34
DEPARTMENT: 12.2 UTILITY - SEWER						
24-48157	10-004725	RUCKER ELECTRIC INCORPORATE	19TH COLLEGE	7/2023	12817	160.00
24-48282	10-1063	OG&E	MNTHLY SVC	7/2023	20230718	353.83
24-48229	10-1085	OKLAHOMA MUNICIPAL ASSURAN	CPROPERTY 1 QTR	7/2023	1ST QTR 2023	2,818.89
24-48166	10-1622	WESTLAKE ACE HARDWARE	PARTS FOR SEWER	7/2023	3503594	57.96
23-45047	10-4090	AT&T MOBILITY	ON CALL- METER READERS	6/2023	20230727	7.69
DEPARTMENT TOTAL:						3,398.37
FUND TOTAL:						130,830.16
GRAND TOTAL:						401,366.87

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**BETHANY HOSPITAL TRUST MEETING**

**BETHANY CITY HALL**

**TUESDAY, JULY 18, 2023**

**6:30 P.M.**

MEMBERS PRESENT:	Jeff Knapp	Vice-Chairman
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Brian Magirowsky	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
MEMBERS ABSENT:	Nikki Lloyd	Chairman
	Steve Palmer	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design Engineer
	(See Roster)	

Vice-Chairman Knapp called the Bethany Hospital Trust meeting to order at 7:01 P.M.

**ITEM NO. 1** on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM JULY 5, 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 Trustee Magirowsky, seconded by Trustee

Larsen to approve the Consent Docket. Yes Votes: Larsen, Magirowsky, Powell, Smart, Plank, 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 AUGUST 1, 2023**.

Vice-Chairman Knapp adjourned the Bethany Hospital Trust meeting at 7:01 P.M. until August 1, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director  
Date: July 27, 2023  
Subject: Claims List for the 08/01/2023 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	\$270,536.71
Bethany Public Works Authority	\$130,830.16
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$401,366.87</b>

### RECOMMENDATION

1. Approve the claims as presented.



NOTICE: On Friday July 14, 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, JULY 18, 2023**

**7:30 P.M.**

MEMBERS PRESENT:	Jeff Knapp	Vice-Chairman
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
	Brian Magirowsky	Trustee
	Ken Smart	Trustee
	Peter Plank	Trustee
MEMBERS ABSENT:	Nikki Lloyd	Chairman
	Steve Palmer	Trustee
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Joe Davis	TEIM Design Engineer
	(See Roster)	

Vice-Chairman Knapp called the Bethany Development Authority meeting to order at 7:02 P.M.

**ITEM NO. 1** on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM JULY 5, 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 Trustee Magirowsky, seconded by Trustee Larsen to approve the Consent Docket. Yes votes: Larsen, Plank, Smart, 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 AUGUST 1, 2023.**

Vice-Chairman Knapp adjourned the Bethany Development Authority meeting at 7:02 P.M. until August 1, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director  
Date: July 27, 2023  
Subject: Claims List for the 08/01/2023 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	\$270,536.71
Bethany Public Works Authority	\$130,830.16
Bethany Hospital Trust	\$0.00
Bethany Development Authority	\$0.00
<b>TOTAL</b>	<b>\$401,366.87</b>

### RECOMMENDATION

1. Approve the claims as presented.

