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On Thursday, December 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](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, DECEMBER 19, 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 December 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 List is included in the agenda packet.
4. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*
5. Consideration, discussion, and possible adoption of Resolution No. 1685, a resolution of the City of Bethany, Oklahoma (the "city") approving the incurrence of indebtedness by the Bethany-Warr Acres Public Works Authority (the "authority") issuing its Utility System Revenue Note, Series 2023 (the "note"); providing that the organizational document creating the authority is subject to the provisions of the indenture authorizing the issuance of the note; waiving competitive bidding with respect to the sale of the note and approving the proceedings of the authority

pertaining to the sale of the note; authorizing and directing the execution of all documents relating to the transaction; and containing other provisions relating thereto. *(Elizabeth Gray, City Manager)*

6. Consideration and possible approval to advertise for bids for a Side Loader Sanitation Truck as approved in the FY2024 Budget. *(Elizabeth Gray, City Manager)*
7. Consideration and possible approval to advertise for bids for Water Meter Automation Improvements Oklahoma County ARPA funds. *(Elizabeth Gray, City Manager)*
8. 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”).*
9. City Attorney’s Report.
10. City Manager’s Report.
  - A. Financial Report.
11. Mayor and Council Members Comments and Suggestions.
12. Adjourn until January 2, 2024.

## **BETHANY PUBLIC WORKS AUTHORITY**

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2. Consideration and possible approval to advertise for bids for Water Meter Automation Improvements Oklahoma County ARPA funds. *(Elizabeth Gray, City Manager)*
3. 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”).*
4. Adjourn until January 2, 2024.

## **BETHANY HOSPITAL TRUST**

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3. Adjourn until January 2, 2024.

## **BETHANY DEVELOPMENT 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 January 2, 2024.

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

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NOTICE: On Thursday, November 30, 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, DECEMBER 5, 2023**

**6:30 P.M.**

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

**MEMBERS ABSENT:** None

<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	Teim Design
	Michael & Paige Bass	Carlson Ventures LLC
	(See Roster)	

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

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

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

The Invocation was given by Council Member Larsen.

The Flag Salute was conducted by Mayor Lloyd.

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

- A. **APPROVAL OF MINUTES FROM NOVEMBER 21, 2023, REGULAR MEETING.**
- B. **APPROVAL OF MINUTES FROM NOVEMBER 28, 2023, SPECIAL 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.**
- D. **APPROVAL OF BUDGET AMENDMENT 24-11.**

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

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

None

**ITEM NO. 7** on the agenda was **COMPLETE STREETS PRESENTATION. (ELIZABETH GRAY, CITY MANAGER)**

- A. **PRESENTATION BY STEVE MANEK FROM TEIM DESIGN.**

The traffic committee requested a preliminary engineering estimate to accomplish items in the Complete Streets ordinance.

Steve Manek with Teim Design shared the Complete Streets Presentation. The complete presentation is included in the agenda.

City Manager Gray reinforces to council that the Complete Streets cost does not include any improvements to existing surfaces.

- B. **POSSIBLE DISCUSSION REGARDING COMPLETE STREETS.**

Council Member Palmer mentioned exemptions within the ordinance. He states: "this report is not based upon any repairs to streets but came up with a cost that it would take to put in bike lanes and sidewalks. When in reality that is probably a disproportionate need based upon the condition of our roads". Council Member Palmer believes there was a disconnect in the intent and practice to get to this point. He believes we need to revise this ordinance.

Council Member Smart is a member of the Traffic Committee and added that this is unfeasible for a city of our size to adopt and try to implement.

Council Member Palmer called for a point of order to read and provide information related to the specific content of the ordinance related to the reporting requirement. Attorney Jones determined that Council Member Palmer's request was not a point of order.

A motion was made by Council Member Palmer, seconded by Council Member McPhail to remove the time limit on speaking. Yes votes: McPhail, Palmer. No votes: Smart, Larsen, Lloyd, Plank, Powell, Knapp, Magirowsky. Motion failed.

There was much discussion as to revise the current ordinance verses doing away with the ordinance all together. There was a recommendation by Councilor McPhail to come up with a list of streets to use as a check point of which streets are in the worst condition.

### **C. POSSIBLE ACTION REGARDING COMPLETE STREETS.**

Motion was made by Council Member Magirowsky, seconded by Council Member Larsen to remove Complete Streets from the Ordinances. Yes votes: Larsen, Plank, Knapp, Smart, Lloyd, Magirowsky. No votes: Powell, Palmer, McPhail. Motion approved.

### **ITEM NO. 8 on the agenda was DISCUSSION AND POSSIBLE ACTION DESIGNATING BETHANY A PURPLE HEART CITY. (PETER PLANK, COUNCIL MEMBER)**

The purple heart medal is awarded to members of the United States Armed Forces who have been wounded by an instrument of war, in the hands of the enemy and to the next of kin in the name of those killed in combat or those who die of wounds received in combat. If approved the City of Bethany will be entered into the Purple Heart Trial website and forever seen by the nation as a city supporting Purple Heart Veterans and Gold Star Families. The gold star families are those families that have lost loved ones in combat or lost loved ones from wounds received in combat.

Councilor Plank has received financial commitments to pay for the signs and posts for the city if the city provides the personnel to install the designated signs.

A motion was made and amended by Council Member Palmer, seconded by Council Member Powell to move forward with creating a "Resolution" and the Mayor of Bethany preparing a 'Proclamation' naming the City of Bethany as a Purple Heart City.

This resolution would be voted on and the proclamation would be officially presented at the regularly scheduled city council meeting on January 16, 2024. Yes votes: Knapp, Larsen, Lloyd, Magirowsky, Plank, Smart, Powell, McPhail, Palmer. No votes: None. Motion approved.

**ITEM NO. 9** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO PURCHASE A NEW BOBCAT MT100 MINI TRACK LOADER FROM BOBCAT OF OKLAHOMA CITY IN THE AMOUNT OF \$31,316.34. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve the purchase of a new Bobcat MT100 Mini Track Loader from Bobcat of OK City in the amount of \$31,316.34. Yes votes: Knapp, Larsen, McPhail, Lloyd, Magirowsky, Plank, Powell, Smart, Palmer. No votes: None. Motion approved.

**ITEM NO. 10** on the agenda **DISCUSSION ON THE PLANNING FOR THE FREEDOM FESTIVAL SINCE MJ COFER IS NO LONGER ORGANIZING IT. (MARILYN MCPHAIL, COUNCIL MEMBER)**

Councilor McPhail announced that due to the lack of community volunteers M.J. Cofer will no longer be organizing the Freedom Festival.

City Manager Gray informed the council that a meeting was planned for tomorrow to discuss the Freedom Festival. The city would be able to do the fireworks and the parade and would be coming to the council for a budget adjustment.

A motion was made by Council Member Plank and withdrawn due to the lack of an action item on this item.

Council Member Palmer requested to have this along with an action item added to the next meeting agenda. He also requested a report from tomorrow's planning meeting.

**ITEM NO. 11** on the agenda was **DISCUSS A POLICY FOR SOCIAL MEDIA POSTING BY COUNCIL MEMBERS. (MARILYN MCPHAIL, COUNCIL MEMBER)**

Council Member McPhail uses her Facebook to keep constituents informed. She has many questions as to guidelines.

Attorney Jones informed council members that in the last two years there was a proposal for a social media policy that was circulated amongst council for review and consideration however, it was not adopted. There is a council members handbook that is more general in this area.

Council Member Smart requested that the council see the document that was circulated a couple of years ago with the guidelines.

**ITEM NO. 12** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2050, AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF BETHANY, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF BETHANY, OKLAHOMA; PERTAINING TO THE DETERMINATION OF SERVICE FOR CITY MANAGER; PROVIDING FOR REPEALER AND SEVERABILITY. (RAY JONES, CITY ATTORNEY)**

- A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.**
- B. CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2050 ON READING BY TITLE ONLY.**
- C. CONSIDERATION AND POSSIBLE APPROVAL OF SECTIONS 1-4 OF ORDINANCE NO. 2050**

A motion was made by Council Member Palmer, seconded by Council Member Smart to approve Ordinance 2050, Item 12- B and C. Yes votes: Knapp, Larsen, McPhail, Lloyd, Magirowsky, Plank, Powell, Smart, Palmer. No votes: None. Motion approved.

**ITEM NO. 4** on the agenda was **PROPOSED EXECUTIVE SESSION: CONFIDENTIAL COMMUNICATIONS BETWEEN CITY COUNCIL, CITY ATTORNEY AND ATTORNEY(S) WITH MCAFEE TAFT, PURSUANT TO 25 O.S. § 307 (B) (4) CONCERNING THE MATTER PENDING IN THE UNITED STATES DISTRICT COURT OF SOUTH CAROLINA, CASE MDL NO. 2873, FOR DISCUSSION OF LITIGATION ON BEHALF OF THE CITY OF BETHANY AGAINST MANUFACTURERS OF AQUEOUS FILM-FORMING FOAM AND OTHER “FOREVER” CHEMICALS FOR CONTAMINATION OF WATER UNDER ADVICE OF CITY ATTORNEY THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO CONDUCT LITIGATION IN THE PUBLIC INTEREST. (PROPOSED EXECUTIVE SESSION AS AUTHORIZED BY THE OPEN MEETING LAW IN 25 O.S. 307 (B) 2 WHICH PROVIDES FOR DISCUSSING NEGOTIATIONS CONCERNING EMPLOYEES AND REPRESENTATIVES OF EMPLOYEE GROUPS.) (RAY JONES, CITY ATTORNEY)**

- A. ENTER INTO EXECUTIVE SESSION.**

A motion was made by Council Member Magirowsky, seconded by Council Member Smart to enter into Executive Session at 7:34 p.m. Yes



votes: Larsen, McPhail, Lloyd, Magirowsky, Plank, Powell, Smart, Palmer.  
No votes: None. Motion passed.

**B. EXIT EXECUTIVE SESSION.**

A motion was made by Council Member Magirowsky, seconded by Council Member Smart to exit Executive Session at 7:53 p.m. Yes votes: Larsen, McPhail, Lloyd, Magirowsky, Plank, Powell, Smart, Palmer. No votes: None. Motion passed.

**ITEM NO. 5** on the agenda was **CONSIDERATION AND POSSIBLE ACTION ON MATTERS DISCUSSED IN THE EXECUTIVE SESSION.**

A motion was made by Council Member Plank, seconded by Council Member Magirowsky that we opt out of the class action suit per the recommendation of our attorneys McAfee and Taft. Yes votes: Plank, Larsen, McPhail, Lloyd, Palmer, Smart, Powell, Knapp Magirowsky. No votes: None. Motion approved.

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

None

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

There is presently only 1 Ward that has a candidate for the Charter Review Committee. He is encouraging other Wards to provide their candidate.

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

City Manager Gray reported the following:

City Offices will be closed for Christmas, Monday, December 25<sup>th</sup> and Tuesday, December 26<sup>th</sup>. Trash makeup day for Monday will be Wednesday December 27<sup>th</sup>. Trash services will run as usual on Tuesday, December 26<sup>th</sup>.

City Offices will be closed on Monday, January 1<sup>st</sup>. Trash makeup day will be Wednesday, January 3<sup>rd</sup>.

April 8<sup>th</sup> will be the next Big Trash and will begin on the North side of town.

Water rates will increase on January 1<sup>st</sup>. For more information see the city website, social media, or the November newsletter.

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

Each Council Member was given the opportunity to comment.

**ITEM NO. 17** on the agenda was **ADJOURN UNTIL DECEMBER 19, 2023.**

Mayor Lloyd adjourned the Bethany City Council meeting at 8:07 P.M.

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MAYOR

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CITY CLERK

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** December 14, 2023  
**Subject:** Claims list for the 12/19/2023 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 119,198.49
Public Safety Fund	\$ 5,883.85
Capital Improvement Fund	\$ 1,140.50
Federal Grant Fund	\$ 39,637.09
2022A GO Bond	\$ 17,789.72
Municipal Court Fund	\$ 4,923.03
<b>TOTAL</b>	<b>\$ 188,572.68</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 188,572.68
Bethany Public Works Authority	\$ 431,532.58
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 620,105.26</b>

### RECOMMENDATION

1. Approve claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
24-49387	10-005216	PERDUE BRANDON FIELDER COLLNOV 2023 COLLECTION RPT		12/2023	NOV 2023	2,476.75
DEPARTMENT TOTAL:						2,476.75
DEPARTMENT: 01.0 MANAGEMENT						
24-48126	10-004660	MOTHER NATURE'S INC.	PEST INSIDE/OUTSIDE	12/2023	1423082	120.00
24-48170	10-005084	JAN-PRO CLEANING SYSTEMS	CH CLEANING SVC.	12/2023	23588	813.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	1,462.22
24-48301	10-005373	CARD SERVICES/PI	74 AZUARE MICROSOFT LIC.	12/2023	E0300Q3F33	459.10
24-48991	10-005373	CARD SERVICES/PI	MICROSOFT BUSINESS LICENS	12/2023	E0300Q3V28	512.50
24-49226	10-005373	CARD SERVICES/PI	INDEED JOB OPENINGS	12/2023	86331859	178.19
24-48194	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY MNTLY CONTRACT	12/2023	207468	5,000.00
24-48195	10-005851	LYTLE, SOULE' & FELTY, P.C.	ATTORNEY OUTSIDE CONTRACT	12/2023	207472	999.00
24-48079	10-2274	OZARKA WATER COMPANY	MO RENTAL/WATER	12/2023	35172319	40.34
24-48400	10-2448	MARGARET MCMORROW-LOVE	LEGAL SVC	12/2023	12/1/2023	112.00
24-48167	10-3196	IMAGENET CONSULTING, LLC	MONTHLY SVC IT	12/2023	INV763585	7,637.50
24-49404	10-3276	GENERAL MAILING EQUIP INC	INK, SEALANT POSTAGE METR	12/2023	2265	127.87
24-49437	10-4008	FRANCOTYP-POSTALIA INC	POSTAGE METER RENT	12/2023	RI106006665	191.85
24-48078	10-4310	AMERIFLEX	FSA ADMIN FEE	12/2023	INV675490	190.80
DEPARTMENT TOTAL:						17,844.37
DEPARTMENT: 02.0 FINANCE						
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	12/2023	mm98054	8.69
24-48357	10-1715	TYLER TECHNOLOGIES	SMART METERS	12/2023	025-442205	30.00
24-49440	10-4352	MCBRIDE CLINIC	DRUG SCREENS	12/2023	DEC 2023	32.00
DEPARTMENT TOTAL:						70.69
DEPARTMENT: 03.0 COURT						
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	443.44
24-48342	10-006123	CHRISTOPHER T. STEIN	CITY PROSECUTOR FEE	12/2023	231005	2,849.00
24-48043	10-0596	FUZZELL'S BUSINESS	COPIER MAINTENANCE	12/2023	MM98055	28.73
24-48042	10-2274	OZARKA WATER COMPANY	WATER	12/2023	0989361	17.99
24-48041	10-3342	JANI-KING OF OKLAHOMA, INC.	JANITORIAL SERVICE	12/2023	OKC12230114	640.66
DEPARTMENT TOTAL:						3,979.82

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04.0		ENGINEERING				
24-49049	10-005900	TEIM DESIGN GROUP, PLLC	CONTRACT WITH AMDMENTS	12/2023	12355	33,846.50
DEPARTMENT TOTAL:						33,846.50
DEPARTMENT: 05.0		POLICE				
24-48066	10-004660	MOTHER NATURE'S INC.	Spraying for Bugs Monthly	12/2023	1423081	60.00
24-48134	10-004789	TRADS, INC	Monthly Usage	12/2023	NOV 2023	75.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	1,366.44
24-49330	10-005373	CARD SERVICES/PI	Desktop Calendars	12/2023	05347G	41.60
24-49348	10-005373	CARD SERVICES/PI	Kennel Latches & Lock Box	12/2023	4923433	62.96
24-49354	10-005373	CARD SERVICES/PI	Cleaning Supplies	12/2023	20231130	197.90
24-49363	10-005595	RAY'S WESTSIDE TAG AGENCY	Durango Tag	12/2023	24-49363	50.00
24-48096	10-005634	INNOVATIVE SECURITY OF OKLA	Monthly Monitoring Fee	12/2023	664553	19.95
24-48063	10-005850	ABC CLINIC	Spay and Neuter	12/2023	0040	785.00
24-49353	10-005970	COVETRUS NORTH AMERICA, LLC	Euthanasia Drugs	12/2023	BF97731	96.60
24-49280	10-006035	STREET COP TRAINING	Mohr Case Law Class	12/2023	142177	225.00
24-49361	10-006135	EARL MORRISON	Holloway Training	12/2023	329	100.00
24-48992	10-0610	GALLS LLC	Prisoner Transport Cages	12/2023	026396415	1,689.00
24-49248	10-0610	GALLS LLC	ACO Baton	12/2023	026295453	57.70
24-49284	10-0610	GALLS LLC	4 Pants for Holloway	12/2023	026375763	136.95
24-48282	10-1063	OG&E	MNTHLY SVC	12/2023	12/1/2023	20.87
24-49347	10-2123	HOME DEPOT CREDIT SVCS	Floor Squeegees	12/2023	029820/9522348	73.78
24-48405	10-2274	OZARKA WATER COMPANY	Yearly Water for Shelter	12/2023	0987974	9.99
24-48406	10-2274	OZARKA WATER COMPANY	Yealry Water for Range	12/2023	0987459	28.89
24-48135	10-2442	SUMNERONE, INC.	3 Copier Lease	12/2023	3784089	120.48
24-48137	10-2442	SUMNERONE, INC.	Kyocera Usage	12/2023	3784090	12.21
24-49328	10-2648	MUNGER PAINTS	2 Part Top Coat	12/2023	202528	119.41
24-48059	10-3342	JANI-KING OF OKLAHOMA, INC.	PD Cleaning	12/2023	OKC12230113	1,774.66
24-49358	10-3884	APCO INT'L	Yearly Membership Dues	12/2023	24-49358	499.00
24-48068	10-4388	ISG TECHNOLOGY, LLC	Prevntion Security	12/2023	ISG350444	1,204.00
DEPARTMENT TOTAL:						8,827.39
DEPARTMENT: 06.0		FIRE				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	696.99
24-48986	10-005510	SAMARITAN EMS	EMS SERVICE	12/2023	6583	17,989.75
24-48996	10-005932	LIPPERT BROTHERS, INC.	FIRE DEPT PRECONSTRUCTION	12/2023	12/4/2023	3,000.00
24-49362	10-0324	CENTRAL POWER EQUIP. INC	AIR FILTER AND FUEL CAN	12/2023	336541	78.00
24-48953	10-0336	CASCO INDUSTRIES	VEHICLE UNLOCK KITS	12/2023	257466	207.00
24-49066	10-0336	CASCO INDUSTRIES	SCBA FIT TEST FOR NEW HIR	12/2023	257241	25.00
24-48558	10-1165	CONRAD FIRE EQUIPMENT	AC REPAIRS TO ENGINE-1	12/2023	571918	910.19
24-49407	10-1165	CONRAD FIRE EQUIPMENT	ENGINE-1 REPAIRS	12/2023	571991	741.96
DEPARTMENT TOTAL:						23,648.89

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0		COMMUNITY DEV				
24-49342	10-005373	CARD SERVICES/P1	PENS,BATTERIES,LEGALPADS	12/2023	5614644	39.95
24-49379	10-005373	CARD SERVICES/P1	CEUS	12/2023	20231204	78.00
24-49422	10-005373	CARD SERVICES/P1	ADOBE SUBSCRIPTION	12/2023	2620798936	239.88
24-49316	10-005687	SUNDANCE OFFICE SUPPLY, INC	BUSINESS CARDS-MCCARTHEY	12/2023	530544	45.00
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	12/2023	mm98054	8.70
DEPARTMENT TOTAL:						411.53
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	455.64
24-49342	10-005373	CARD SERVICES/P1	PENS,BATTERIES,LEGALPADS	12/2023	5614644	57.08
24-49366	10-005373	CARD SERVICES/P1	VOICERECORDERSOLARLIGHT	12/2023	4273040	59.80
DEPARTMENT TOTAL:						572.52
DEPARTMENT: 08.2		PUBLIC WORKS - STREETS				
24-49229	10-0006	A WELDORS SUPPLY	CO2 TANK REFILL	12/2023	7122451	140.60
24-49299	10-0006	A WELDORS SUPPLY	NEW GAGE FOR CO2 TANK	12/2023	7122550	139.00
24-48191	10-004688	TLS GROUP, INC.	MAINTENANCE AGREEMENT	12/2023	1223-1807	480.00
24-49411	10-004808	ADVANTAGE BATTERY OF OKLAHOMA	BATTERY FOR SCHOOL SIGNS	12/2023	108047	139.98
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	455.18
24-49089	10-005350	FORCE PERSONNEL	TEMP HELP	12/2023	76518	2,125.24
24-49342	10-005373	CARD SERVICES/P1	PENS,BATTERIES,LEGALPADS	12/2023	5614644	45.17
24-49409	10-0225	GENUINE PARTS	BATTERY FOR UNIT #61`	12/2023	7092-048462	135.16
24-49321	10-0482	DOLESE BROS. CO.	ROCK FOR STOCK PILE	12/2023	AG23140868	404.50
24-49388	10-0694	HASKELL LEMON CONST CO	22 TONS OF ASPHALT	12/2023	6409	123.20
24-49433	10-0694	HASKELL LEMON CONST CO	2 TONS OF ASPHALT	12/2023	6490	120.80
24-48282	10-1063	OG&E	MNTHLY SVC	12/2023	12/1/2023	14,324.58
24-49094	10-1501	T & W TIRE LLC	DX TIRE FRONT LOADER	12/2023	1090139128	239.70
24-49406	10-1622	WESTLAKE ACE HARDWARE	ZIPTIES & SPRAY PAINT	12/2023	3503876	25.88
24-49367	10-2123	HOME DEPOT CREDIT SVCS	WOOD FOR LOCKERS	12/2023	001868/7025160	785.71
24-49418	10-2123	HOME DEPOT CREDIT SVCS	CONCRETEFLOAT&STEELEDGER	12/2023	007949/1020189	41.73
24-49439	10-2123	HOME DEPOT CREDIT SVCS	POST FOR BETHANY SIGNS	12/2023	011114/7022010	159.88
24-49356	10-2530	IMPROVED CONSTRUCTION METHO	MARKING PAINT	12/2023	041827	31.25
24-49307	10-2644	METHENY CONCRETE	3 YRD CONCRETE/RIPPERPARK	12/2023	002-151623	623.64
24-49412	10-2644	METHENY CONCRETE	3.5 YARDS	12/2023	007-151861	706.92
24-49364	10-2702	AMERICAN LOGO & SIGNS	30TH & OAKRIDGE	12/2023	33333	90.00
24-49368	10-2702	AMERICAN LOGO & SIGNS	2 STOP SIGNS	12/2023	33337	160.00
DEPARTMENT TOTAL:						21,498.12

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
24-49235	10-1245	RAM PRODUCTS INC	SOAP WASHBARN	12/2023	50188	386.00
DEPARTMENT TOTAL:						386.00
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
24-48189	10-0006	A WELDORS SUPPLY	WELDING TANK RENTAL	12/2023	264912	24.00
24-49408	10-004996	GOODYEAR COMMERCIAL TIRE & 4	-G622 RSD PLUS MOUNT	12/2023	255-102880	1,328.00
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	29.81
24-49042	10-005350	FORCE PERSONNEL	TEMP HELP	12/2023	76519	3,670.80
24-49342	10-005373	CARD SERVICES/PI	PENS,BATTERIES,LEGALPADS	12/2023	5614644	45.17
24-49366	10-005373	CARD SERVICES/PI	VOICERECORDERSOLARLIGHT	12/2023	4273040	49.98
24-49346	10-0668	HAYES ELECTRIC	PHOTO CELL	12/2023	98704	154.62
24-49157	10-1622	WESTLAKE ACE HARDWARE	CHRISTMAS LIGHTS	12/2023	3503862	117.46
24-49417	10-1622	WESTLAKE ACE HARDWARE	CHRISTMAS LIGHTS CITYHALL	12/2023	3503880	108.89
24-49334	10-2123	HOME DEPOT CREDIT SVCS	BOARDS & GAS LINE	12/2023	028626/0010095	107.18
DEPARTMENT TOTAL:						5,635.91
FUND TOTAL:						119,198.49

FUND: 021- PUBLIC SAFETY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
24-49360	10-004685	SALTUS TECHNOLOGIES, LLC	SCOPE OF WORK	12/2023	2312-51	1,750.00
24-48051	10-004789	TRADS, INC	NOV 2023	12/2023	NOV 2023	170.00
24-49389	10-005373	CARD SERVICES/P1	Lenovo Laptop	12/2023	546045372	849.00
24-49390	10-005373	CARD SERVICES/P1	5 Dell Desktop Computers	12/2023	563428073	3,114.85
DEPARTMENT TOTAL:						5,883.85
FUND TOTAL:						5,883.85



FUND: 031- CAPITAL IMPROVE PROJECTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
24-48842	10-1771	ADVENTURE OUT	LIGHT PACKAGE	12/2023	555359	1,140.50
DEPARTMENT TOTAL:						1,140.50
FUND TOTAL:						1,140.50

FUND: 035- FEDERAL GRANT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Sewer Project				
24-48513	10-005900	TEIM DESIGN GROUP, PLLC	ARPA PENIEL WASTEWATER	12/2023	12352	18,662.59
DEPARTMENT TOTAL:						18,662.59
DEPARTMENT: 42.0		Automated Meter Project				
24-49306	10-005900	TEIM DESIGN GROUP, PLLC	WATER METER AUTOMATION	12/2023	12357	20,974.50
DEPARTMENT TOTAL:						20,974.50
FUND TOTAL:						39,637.09

FUND: 045- 2022A GO BOND ISSUE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
24-48500	10-005900	TEIM DESIGN GROUP, PLLC	PROP 3B POLICE RENOVATION	12/2023	12364	358.00
24-48521	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1H- NW25 TO NW 30TH	12/2023	12358	4,357.02
24-48522	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1F-MUELLER/44 TO 50	12/2023	12356	5,710.00
24-48523	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1G-DIVIS/36 TO 39	12/2023	12351	481.75
24-48524	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1E 30/ RKWELL/PENIEL	12/2023	12359	923.22
24-48759	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1D PENIEL/39TH/42ND	12/2023	12360	1,940.48
24-48844	10-005900	TEIM DESIGN GROUP, PLLC	PROP 2F MENDENALL PARK	12/2023	12365	1,200.00
24-48956	10-005900	TEIM DESIGN GROUP, PLLC	PROP 2 A-ELDON LYON PARK	12/2023	12363	895.00
24-48957	10-005900	TEIM DESIGN GROUP, PLLC	PROP 2 B-RIPPER PARK	12/2023	12363	626.50
24-48958	10-005900	TEIM DESIGN GROUP, PLLC	PROP 2 C-GARRISON PARK	12/2023	12363	716.00
24-48959	10-005900	TEIM DESIGN GROUP, PLLC	PROP 2 D- MACRORY PARK	12/2023	12363	581.75
DEPARTMENT TOTAL:						17,789.72
FUND TOTAL:						17,789.72

FUND: 072- MUNICIPAL COURT FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-49383	10-1869	CLEET	NOV 2023 CLEET REPORT	12/2023	NOV 2023	1,689.29
24-49384	10-1970	OSBI	NOV 2023 AFIS REPORT	12/2023	NOV 2023	1,625.34
24-49385	10-1970	OSBI	NOV 2023 FORENSIC RPT	12/2023	NOV 2023	1,588.40
24-49386	10-4235	OKLA BUREAU OF NARCOTICS	NOV 2023 OBN REPORT	12/2023	NOV 2023	20.00
DEPARTMENT TOTAL:						4,923.03
FUND TOTAL:						4,923.03
GRAND TOTAL:						620,105.26

**BETHANY CITY COUNCIL**

**From:** Elizabeth A. Gray, City Manager  
**Date:** December 13, 2023  
**Subject:** Consideration and possible adoption of Resolution No. 1665 approving the incurrence of indebtedness by the Bethany-Warr Acres Public Works Authority

**BACKGROUND**

Since November of 2022, the Bluff Creek Sewer Plant has required extensive repair following a major malfunction. Cowan Engineers are evaluating the plant and hope to give a final report to the City Council in January on future needs of the plant. The sewer plant is currently in need of 5 Million in upgrades. These upgrades will be used in conjunction with any future plant improvements.

**Current Request:** The Bethany-Warr Acres PWA recently approved a private placement loan with F&M Bank out of Guthrie. The loan has a term of 15 years and a 4.77% interest rate. The loan is being used to cover the cost of essential equipment upgrades and replacements to keep the wastewater treatment plant operational. The City of Bethany is one of two joint beneficiaries under the Declaration of Trust establishing the authority. Pursuant to state statute, any beneficiary of a public trust must also approve the incurrence of indebtedness of its public trust. The City of Warr Acres approved the incurrence of indebtedness at a meeting held on December 12, 2023. As a beneficiary of the Trust, The City of Bethany is also required to approve the indebtedness of the Bethany-Warr Acres PWA and that is what is being asked in this item. The City is in no way obligated to repay the indebtedness as it will be repaid from the rates and charges collected from customers of both Warr Acres and Bethany. This is very similar to financings accomplished by the Bethany Public Works Authority which the City is also required to approve.

**RECOMMENDATION**

- 1. Approve Resolution No. 1665 as presented.

**ADDITIONAL COMMENTS**



## RESOLUTION NO. 1685

A RESOLUTION OF THE CITY OF BETHANY, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE BETHANY-WARR ACRES PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM REVENUE NOTE, SERIES 2023 (THE "NOTE"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE INDENTURE AUTHORIZING THE ISSUANCE OF THE NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF THE NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF THE NOTE; AUTHORIZING AND DIRECTING THE EXECUTION OF ALL DOCUMENTS RELATING TO THE TRANSACTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA:

SECTION 1. INDEBTEDNESS AUTHORIZED. The Bethany-Warr Acres Public Works Authority (the "Authority") is hereby authorized to incur indebtedness by the issuance of its Utility System Revenue Note, Series 2023 in the amount of not-to-exceed \$5,000,000.00 (the "Note"), according to the terms and conditions of a General Bond Indenture, as supplemented and amended by a Series 2023 Supplemental Note Indenture (collectively, the "Indenture"), both by and between the Authority and BOKF, NA, as trustee bank (the "Trustee"), provided that the Note shall never constitute a debt of the City of Bethany, Oklahoma (the "City").

SECTION 2. ORGANIZATIONAL DOCUMENT SUBJECT TO INDENTURE. The organizational document creating the Authority, is hereby made subject to the terms of the Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of competitive bidding for the sale of the Note and the sale of said Note by the Authority to a financial institution (referred to herein as the "Purchaser"), at a price of par, is hereby approved. The Authority shall designate the Purchaser of the Note in its Certificate of Determination to be executed at or prior to closing of the Note.

SECTION 4. AUTHORIZING EXECUTION. The Mayor or Vice Mayor of City and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note issue are hereby authorized to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF DECEMBER, 2023.

CITY OF BETHANY, OKLAHOMA

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

CERTIFICATE  
OF  
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Bethany, Oklahoma.

I further certify that the City Council of the City of Bethany, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on December 5, 2023, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council; at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 5<sup>TH</sup> DAY OF DECEMBER, 2023.

CITY OF BETHANY, OKLAHOMA

(SEAL)

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



**CITY OF BETHANY**

From: Phil Stowell, Public Works Director  
Date: December 19, 2023  
Subject: Approval to seek bids for a new 2023 or 2024 Side Loader Sanitation Truck

BACKGROUND

The purchase of a sanitation truck for \$368,000 was approved in the FY 2024 Capital Improvement Budget. State Contract Pricing has yet to be approved and adopted by the Oklahoma Office of Management & Enterprise Services after the previous contract expired in August 2023. Vendors are also stating that the wait time after a truck order is placed could be up to 1.5 years.

Staff would like to make available a bid package to seek best pricing and delivery expectations from industry vendors as we await State Contract Pricing to be approved and adopted.

A side loader sanitation truck, staff calls a “One Arm Bandit”, has been test driven and accessibility to poly carts was good. It is understood that public education will be needed on proper poly cart placement.

RECOMMENDATION

1. Staff recommends approval to solicit bids for a new 2023 or 2024 side loader sanitation truck.

ADDITIONAL COMMENTS



**2023 SIDE LOADER SANITATION TRUCK / 31CU YD TOTAL CAPACITY**



Details

Side Loaders  
2023  
\$316,900.00  
New  
FREIGHTLINER  
M2 106 (108405)  
Pac Tech  
Slide Loader  
31 Yard  
350 h.p. Detroit DD8  
35  
Allison 3000RDS Automatic  
12,000 lb  
40,000 lb  
108405  
Active

Other Information

31 yard Pac-Tech Bandit Side Loader Body, 350 H.P. DD8 Detroit Engine, Allison 3000RDS Automatic Transmission, 40,000 lb. Rear and 12,000 lb. Front Axle. These Trucks are Selling Fast! Call RDK Today to for more information!

Stock Photos Used

RDK Truck Sales is a leader in the waste industry with an excellent reputation for customer service and reliable rebuilt refuse trucks and packer bodies. We specialize in



- Industry Trucks
- Category Garbage Trucks
- Condition New

Click the X to remove the filter.

Save Search Email Alert

What's Save Search and Email Alert?

Narrow Your Search

- Keyword Search
 

Search within the selected criteria

Refine Results
- Industry Trucks (8)
- Category Garbage Trucks (8)
- Manufacturer
  - BATTLE MOTORS (7)
  - DENNIS EAGLE (1)
- Model
 

Select a manufacturer to view available models.
- Condition
  - New (8)
- Model Year



Filter by Specs or Location

Horsepower Fuel Type

Sort by: Default Ranking Postal Code Sort 1-8 of 8 results

**2023 BATTLE MOTORS LET11 Tandem Axle Garbage Truck - Cummins, 350HP, 6 Speed Allison Rds Automatic**

**\$367,000 USD**

(2) units in stock and available now for immediate delivery, FOB Florida. New 2023 Battle Motors dual-drive LET2 chassis with Hell Durapack Python 28-yard body, Cummins ISL 350 horsepower,...

Condition: New  
 Duty Class: Heavy Duty  
 Horse Power: 350 HP  
 Engine Model: Cummins L9  
 Drivetrain: 6x4  
 Transmission: 6 Speed Allison RDS Automatic  
 Suspension: Hendrickson HMX460  
 Rear Axle: Tandem Axle  
 Rear End: 46,000 lb  
 Stock Number: P1000446  
 MLS Number: 11789121  
 Last Updated: 10/19/2023  
 Location: Fort Lauderdale, FL, US  
 1215 mi away  
 Sold By: Kenworth of South Florida

(833) 903-... Save My Alerts

Email Seller

Save My Alerts \$7450/m

Save

More Info

**2023 BATTLE MOTORS LET11 Tandem Axle Garbage Truck - Cummins, 350HP, 6 Speed Allison Rds Automatic**

**\$367,000 USD**

(833) 903-... Save My Alerts

**Agenda: 12/19/2023**  
**Item: 7**  
**BPWA Item: 2**

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

**From:** Elizabeth Gray, City Manager  
**Date:** December 19, 2023  
**Subject:** Permission to Advertise for Bids for Water Meter Automation Improvements  
Oklahoma County ARPA funds

**BACKGROUND**

The City of Bethany has been fortunate to receive an additional \$250,000 in County ARPA funds for the replacement of old mechanical water meters with new ultrasonic meters that can be read remotely.

On September 19, 2023, the City of Bethany approved a contract with TEIM Design for Engineering services for the project.

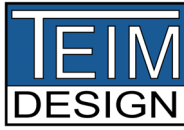
TEIM Design now requests permission to advertise for bids.

**RECOMMENDATION**

1. Approve Permission to Advertise for Bids Water Meter Automation Improvements  
Oklahoma County ARPA funds.

**ADDITIONAL COMMENTS**





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

December 11, 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 Water Meter Automation Improvements Oklahoma County ARPA Funds

Dear Ms. Gray,

We are requesting permission to advertise for bids for Water Meter Automation Improvements Oklahoma County ARPA funds.

The project schedule is as follows:

Advertise for bids on December 22, 2023, and December 29, 2023, in the Journal Record.  
Mandatory Pre-bid meeting January 9, 2024 at 2:00 PM.  
Open bids January 17, 2024 at 10:00 AM.

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

**WATER METER AUTOMATION IMPROVEMENTS  
OKLAHOMA COUNTY ARPA FUNDS**

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  
Fax: (405) 752-8855**

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

**December, 2023**

APPROVAL SHEET

WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS  
CITY OF BETHANY, OKLAHOMA

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 11<sup>th</sup> DAY OF December, 2023

RDW  
Robert Don Williams, P.E.





## NOTICE TO BIDDERS

Notice is hereby given that the City of Bethany will receive sealed bids in the **Office of the City Clerk, located at Bethany City Hall, 6700 N.W. 36<sup>th</sup> Street, Bethany, Oklahoma, 73008** until **2:00 p.m. on Wednesday the 17<sup>th</sup> day of January, 2024**, for the construction of:

### **WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS 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 **2:00 p.m. on Wednesday the 17<sup>th</sup> day of January, 2024**, 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 Tuesday, January 9<sup>th</sup>, 2024, at 2:00 p.m.** Attendance at the pre-bid conference *is* mandatory.

---

City Clerk

## Information for Bidders

This project is to be financed by the ARPA grant program managed by the Oklahoma Water Resources Board (OWRB). The following requirements and regulations must be complied with:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor will be required to begin work within 10 calendar days of the date shown on the Notice to Proceed. The time for completion is as stated in the special provisions. Liquidated damages will be as specified in the special provisions.

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

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

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

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## ATTACHMENTS

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

## **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
- C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.
- D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

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

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

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

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

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

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

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

### **PROSECUTION AND PROGRESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

### GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to **WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS 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 within 100 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

Contractor must be listed by the City of Oklahoma City Contractor's Prequalification Board as Pre-qualified in the area of Water Pipeline Contractor "B" under the provisions of the City of Oklahoma City Ordinance No. 26,614.

OR

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

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

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

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

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

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

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

## PROJECT LOCATION

As shown on the construction plan project location map.

## QUANTITY

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

## AMOUNT

This contract will be awarded for the base bid amount.

## BASIS OF PAYMENT

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

## AWARD OF CONTRACT

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

## APPROVAL OF MATERIALS

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

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

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

## INSTALLATION OF EQUIPMENT

- A. The Contractor shall be responsible for the installation, including the foundations, of all equipment, operating under the technical supervision of the manufacturer's representatives to the extent that supervision has been stipulated or is advisable to obtain proper results. All equipment not under the manufacturer's supervision of erection shall be installed in strict accordance with the manufacturer's instructions. The cost of all technical supervision shall be borne by the Contractor.

- B. Utmost care shall be used in the installation of all equipment to ascertain that no item of equipment is under any strain due to piping connections or for any other reason and that all equipment is placed in true alignment.
- C. If the Contractor furnishes equipment which will not fit or adapt itself to the structures as laid out, then all necessary structural changes or additions required by the Engineer shall be made at the Contractor's expense. The Engineer's decision as to any changes or additions to the structures, in order that the equipment will function properly or for its proper installation and economical use, will be final and conclusive.

#### OPERATING DATA AND PROCEDURES INFORMATION

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

#### GUARANTEE

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

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

#### CLEAN-UP

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

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

#### REMOVAL OF EQUIPMENT

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

## MATERIALS AND WORKMANSHIP

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

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

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

## REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

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

## CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility of faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work

resulting therefrom, which shall appear within a period of one year from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

#### MEASUREMENT AND PAYMENT

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

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

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

#### WAGE RATES

See OWRB Information to Bidders.

#### PRE-BIDDING INSPECTION OF SITE

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

#### BID REJECTION

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

#### RETAINAGE

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

#### REMOVE AND REPLACE FENCES

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

#### BARRICADES AND WARNING SIGNS

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

comply with these requirements will result in the Engineer shutting down the work until the Contractor shall have provided the necessary protection.

### PROTECTION OF EXISTING STRUCTURES

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

### TREE REMOVAL

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

### SUB-SURFACE CONDITIONS

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

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

### LAYOUT OF WORK AND SURVEYS

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

### PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of and shall use every precaution



necessary to prevent damage to all trees, fences, culverts, bridges, pavement, driveways, sidewalks, etc., to all water, sewer, gas or electric lines, or appurtenance thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, and company or any individual not less than twenty-four (24) hours in advance of any work which might damage or interfere with the operation of their or his property, along or adjacent to the work. He shall be responsible for all damage or injury to property or any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of non-execution thereof, on the part of the Contractor, he shall restore at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage for injury in an acceptable manner.

#### SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Construction shall conform to the City of Oklahoma City Standard Specifications for Construction of Public Improvements. See special provision technical for WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS.

#### TRAFFIC CONTROL

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

**CONTRACT AND BONDS**

**CONSTRUCTION CONTRACT**

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

**WITNESSETH:**

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

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

**WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS**  
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:

**WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS  
CITY OF BETHANY, OKLAHOMA**

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



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

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

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

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Principal

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

Surety

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

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

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

**WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS  
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

\_\_\_\_\_

Secretary

By

Principal

\_\_\_\_\_

ATTEST:

Secretary

By

Surety

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

\_\_\_\_\_

City Attorney

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

**WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS  
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

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

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

LIST OF DOCUMENTS REQUIRED FOR THIS BID

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

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

**DOCUMENTS REQUIRED FOR THIS BID**

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

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

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

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



**BID FORM**

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

Description: **WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA  
COUNTY ARPA FUNDS**

**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 Base Bid Plus Alternate No. 1 plus Alternate No. 2:

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

**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.



DETAILED BID FORM  
WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS

Detailed Bid Form - Base Bid					
Item Number	Title	Quantity	Unit	Unit Price	Total Price
1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	lump sum		
2	SEDIMENT AND EROSION CONTROL	1.00	lump sum		
3	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	124.00	each		
4	NEW METER LID	124.00	each		
5	TRAFFIC CONTROL	1.00	lump sum		
6	MOBILIZATION AND PROJECT MANAGERMENT	1.00	lump sum		
7	COST FOR 2 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK AND CELLULAR NETWORK	124.00	each		
				BASE BID TOTAL	
Detailed Bid Form - Alternate No. 1					
Item Number	Title	Quantity	Unit	Unit Price	Total Price
1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	lump sum		
2	SEDIMENT AND EROSION CONTROL	1.00	lump sum		
3	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	43.00	each		
4	NEW METER LID	43.00	each		
5	TRAFFIC CONTROL	1.00	lump sum		
6	MOBILIZATION AND PROJECT MANAGERMENT	1.00	lump sum		
7	COST FOR 2 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK AND CELLULAR NETWORK	43.00	each		
				ALTERNATE NO.1 TOTAL	
Detailed Bid Form - Alternate No. 2					
Item Number	Title	Quantity	Unit	Unit Price	Total Price
1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	lump sum		
2	SEDIMENT AND EROSION CONTROL	1.00	lump sum		
3	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	20.00	each		
4	NEW METER LID	20.00	each		
5	TRAFFIC CONTROL	1.00	lump sum		
6	MOBILIZATION AND PROJECT MANAGERMENT	1.00	lump sum		
7	COST FOR 2 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK AND CELLULAR NETWORK	20.00	each		
				ALTERNATE NO.2 TOTAL	
TOTAL BASE BID PLUS ALTERNATE NO. 1 PLUS ALTERNATE NO. 2					

DBF-1

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

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

**BID BOND**

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

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

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

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

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

(SEAL) if Corporation

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

Signed \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Address

Affidavits Attached

**ANTICOLLUSION  
AFFIDAVIT**

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

STATE OF OKLAHOMA     )  
                                  ) SS:  
COUNTY OF OKLAHOMA   )

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

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

Signed \_\_\_\_\_  
                                  Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

**AFFIDAVIT OF SURETY**

\_\_\_\_\_  
Date

City of Bethany, Oklahoma

Gentlemen:

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

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

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

We are attaching a copy of our Power of Attorney.

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

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

\_\_\_\_\_  
Address

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

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

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

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF OKLAHOMA     )  
  ) SS:  
COUNTY OF OKLAHOMA    )

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

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

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

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

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

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

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

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

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

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



## CERTIFICATE OF NON-DISCRIMINATION

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

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

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

\_\_\_\_\_  
Contractor

ATTEST:

\_\_\_\_\_  
Secretary

**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;

**OWRB AFFIDAVITS**

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

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

Non-Collusion

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

Business Relationships

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

\_\_\_\_\_.

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

\_\_\_\_\_.

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

\_\_\_\_\_.

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

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

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

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

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

Mark one:

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

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

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

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

**Bidder's Statement about: Bonds**

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

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

Mark one:

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

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

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

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

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

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

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

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

## ARP-249 BIDDERS/SUPPLIERS LIST

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

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

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

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

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

BSL-1

### ARP-6100-3 DBE Subcontractor Performance Form

This form is intended to capture the DBE<sub>1</sub> subcontractor's<sub>2</sub> description of work to be performed and the price of the work submitted to the prime contractor. OWRB Financial Assistance Agreement Recipients must require prime contractors to provide this form to their DBE subcontractors.

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

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

SPF-1

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

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

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



## ARP-6100-4 DBE Subcontractor Utilization Form

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

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

I have identified potential DBE certified Subcontractors	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/ Phone/ Email</b>	<b>Est. Dollar Amt.</b>	<b>Currently DBE Certified?</b>

DBE SUF - 1

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

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

## ATTACHMENTS

## ARP-6100-2 DBE Subcontractor Participation Form

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Project Owner Responsibilities:**

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

**Prime Contractor Responsibilities:**

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



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

**Subcontractor Responsibilities:**

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

**Summary of ARP Forms**

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

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

### **§ 33.102 When do the requirements of this part apply?**

The requirements of this part apply to procurement under ARPA Grant program agreements performed entirely within the United States, whether by a Project Owner or its prime contractor, for construction, equipment, services, and supplies.

### **§ 33.106 What assurances must ARPA Grant program recipients obtain from their contractors?**

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

### **§ 33.206 Is there a list of certified MBEs and WBEs?**

The Oklahoma Department of Transportation has a Directory of Certified DBE Firms. This database can be found at this website: <https://okdot.gob2g.com/Default.asp>.

### **§ 33.301 What does this subpart require?**

A recipient, including one exempted from applying the fair share objective requirements by § 33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an ARPA Grant program agreement, even if it has achieved its fair share objectives under subpart D of this part:

- a) Ensure DBEs are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBE's, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBE's. For state and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **§ 33.302 Are there any additional contract administration requirements?**

- a) Project Owners must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- b) Its prime contractor must notify Project Owner in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- d) A project owner must require its prime contractor to employ the six good faith efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under §33.301 subpart D above.

- e) A recipient must require its prime contractor to provide **ARP Form 6100-2—DBE Program Subcontractor Participation Form** to all of its DBE subcontractors. **ARP Form 6100-2** gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of **ARP Form 6100-2** directly to the appropriate EPA DBE Coordinator.
- f) A recipient must require its prime contractor to have its DBE subcontractors complete **ARP Form 6100-3—DBE Program Subcontractor Performance Form**. A recipient must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package.
- g) A recipient must require its prime contractor to complete and submit **ARP Form 6100-4—DBE Program Subcontractor Utilization Form** as part of the prime contractor's bid or proposal package.
- h) Copies of **ARP Form 6100-2—DBE Program Subcontractor Participation Form**, **ARP Form 6100-3—DBE Program Subcontractor Performance Form** and **ARP Form 6100-4—DBE Program Subcontractor Utilization Form** may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.
- i) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the Appendix A concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving a grant under federal financial assistance agreement.

**§ 33.410 Can a recipient be penalized for failing to meet its fair share objectives?**

A recipient cannot be penalized or treated by EPA as being in noncompliance with this subpart, solely because its MBE or WBE participation does not meet its applicable fair share objective. However, EPA may take remedial action under § 33.105 for a recipient's failure to comply with other provisions of this part, including, but not limited to, the good faith efforts requirements described in subpart C of this part.

*Source: Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008*

**APPENDIX C: RESOURCE LISTING AND CONTACT INFORMATION  
FOR UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

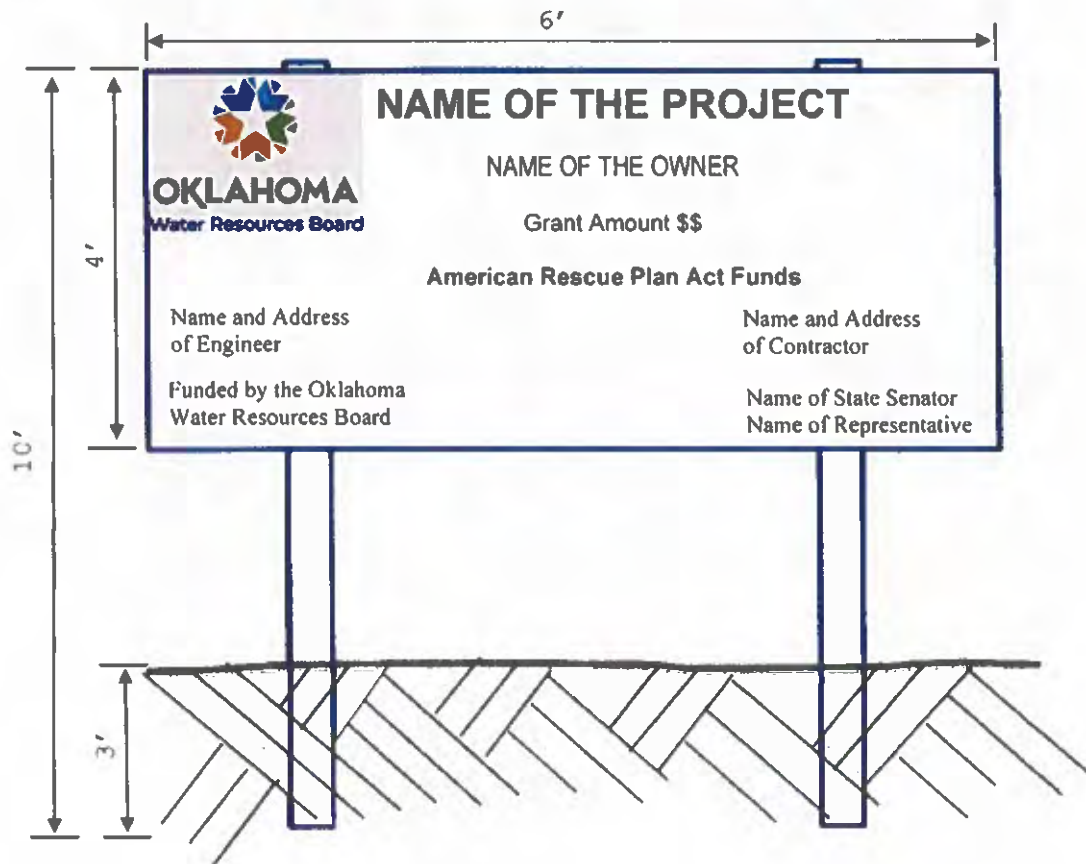
Resource Listing	Contact Information	Website if applicable
<p><b>U.S. Small Business Administration (SBA)</b> In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector.</p>	<p>US Small Business Administration 409 3rd St, SW Washington DC 20416 Phone: 800-827-5722</p>	<p><a href="https://www.sba.gov/">https://www.sba.gov/</a></p>
<p><b>U. S. Small Business Administration (SBA) - OK. District Office</b></p>	<p>301 NW 6<sup>th</sup> St. Oklahoma City, OK 73102 Phone: 405.609.8000</p>	<p><a href="https://www.sba.gov/offices/district/ok/oklahoma-city">https://www.sba.gov/offices/district/ok/oklahoma-city</a></p>
<p><b>Minority Business Development Administration (MBDA):</b> The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBEs.</p>	<p>1401 Constitution Ave NW Washington, D.C. 20230 Email: <a href="mailto:support@mbda.gov">support@mbda.gov</a> Phone: (202) 482-2000</p>	<p><a href="http://www.mbda.gov/">http://www.mbda.gov/</a></p>
<p><b>Standard Industrial Classification Codes (SIC) or North American Industry Classification System (NAICS) codes</b> visit the websites.</p>	<p>U.S. Bureau of Labor Statistics Postal Square Building, 2 Massachusetts Ave. NE Washington, DC 20212-0001 Phone: 1-202-691-5200</p>	<p><a href="http://www.bls.gov/iag/tgs/iag_index_naics.htm">http://www.bls.gov/iag/tgs/iag_index_naics.htm</a></p>
<p><b>Oklahoma Department of Transportation (ODOT) and the Minority/Disadvantaged Business Enterprise (ODOT – MBE/DBE).</b> Project Owners and bidders may locate qualified M/WBE's through the MBE/WBE Directory</p>	<p>200 NE 21<sup>st</sup> Street Oklahoma City, OK 73105 Phone: 405.521.2082</p>	<p><a href="https://okdot.gob2g.com/Default.asp">https://okdot.gob2g.com/Default.asp</a>.</p>
<p><b>US EPA Office of Small and Disadvantaged Business Utilization (OSDBU):</b> advocates and advances the business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses. The Small Business Vendor Profile System contains information of number of small and disadvantaged companies registered with OSDBU.</p>	<p>USEPA Office of Small Programs 1200 Pennsylvania Ave. NW Mail Code 1230T Washington, D.C. 20460 Phone: 202 566-2075</p>	<p><a href="https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu">https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu</a></p> <p>Select "search the OSBP Registry"</p> <p>Click on the search criteria of interest (ethnicity, size, SIC, etc.)</p>

<b>National Black Chamber of Commerce</b>	4400 Jenifer St NW #331, Washington, DC 20015 Phone: 202 466-6888 Fax: 202 466-4918 Email: <a href="mailto:info@nationalbcc.org">info@nationalbcc.org</a>	<a href="http://www.nationalbcc.org">http://www.nationalbcc.org</a>
<b>U.S. Hispanic Chamber of Commerce</b>	424 K St NW #401, Washington, DC 20005 Phone: (202) 842-1212	<a href="http://www.usbcc.com">http://www.usbcc.com</a>
<b>National Association of Minority Contractors (NAMC)</b>	910 17th Street, NW, Suite 413 Washington, DC 20006 Phone: 202.296.1600 <a href="mailto:info@namcnational.org">info@namcnational.org</a>	<a href="http://namcnational.org/">http://namcnational.org/</a>
<b>National Association of Women's Business Owners (NAWBO)</b>	601 Pennsylvania Ave NW South Building, Ste 900 Washington, DC 20004 Phone: 800-556-2926 Fax: 202-403-3788	<a href="http://www.nawbo.org">www.nawbo.org</a>
<b>National Minority Supplier Development Council, Inc. (NMSDC)</b>	1359 Broadway, 10th Floor, Suite 1000 New York, NY 10018 Phone: (212) 944-2430 Fax: (212) 719-9611	<a href="http://www.nmsdc.org/">http://www.nmsdc.org/</a>
<b>Native American Development Corporation (NADC)</b> - provides technical assistance, financial lending opportunities, and champions small businesses	17 N. 26th St. Billings, MT 59101 Phone: (406) 259-3804 Fax: (406) 259-4569 Email: <a href="mailto:nadcptac@nadc-nabn.org">nadcptac@nadc-nabn.org</a>	<a href="http://www.nadc-nabn.org/">http://www.nadc-nabn.org/</a>
<b>City of Tulsa – Small Business Enterprise Program</b> Maintains a list of Minority and Female business Enterprises that are certified through the “building Resources in Developing and Growing Enterprises	175 E. 2nd St. Tulsa, OK. 74103 Phone: (918) 596-7818	<a href="https://www.cityoftulsa.org/developmentbusiness/small-business-enterprise-program/">https://www.cityoftulsa.org/developmentbusiness/small-business-enterprise-program/</a> Click on the 'member list'
<b>Southwest Minority Supplier Development Council:</b> Maintains lists of certified Minority Business Enterprises in Oklahoma	7301 Broadway Ext Ste 224, OKC, OK 73116 Phone: (405) 767-9900	<a href="http://www.smsdc.org/">http://www.smsdc.org/</a>

<b>National Association of Women in Construction (NAWIC)</b>	327 S. Adams Street Fort Worth, TX 76104 Phone: 800-552-3506 817.877.5551 Fax: 817.877.0324	<a href="http://www.nawic.org/">http://www.nawic.org/</a>
<b>Bureau of Indian Affairs - Maintains a list of Native American Contractors and Suppliers by Trade</b>	P.O. Box 368 (1 Mile North on Hwy 281) Anadarko, OK 73005 Phone: (405) 247-6673 Fax: (405) 247-5611	<a href="https://www.bia.gov/as-ia/ieed/division-economic-development/native-american-business-development">https://www.bia.gov/as-ia/ieed/division-economic-development/native-american-business-development</a>
<b>Oklahoma Department of Commerce</b> Certification Programs and information	900 N Stiles Ave. Oklahoma City, OK 73104 Phone: (405) 815-6552 Toll-Free: (800) 879-6552	<a href="https://www.okcommerce.gov/doing-business/#business-services">https://www.okcommerce.gov/doing-business/#business-services</a>
<b>Cherokee Nation Tribal Employment Rights Office - Maintains a directory of Indian-owned businesses</b>	Cherokee Nation TERO Dept. P.O. Box 948 Tahlequah, OK 74465 Phone: (918) 453-5334 or Toll Free: 800-256-0671 ext. 5334	<a href="http://cherokeetero.com/">http://cherokeetero.com/</a>

## PROJECT SIGN

- The general contractor shall erect and maintain for the life of the construction contract a suitable sign, 4' x 6' in size, and detailed hereon, lettered black on white background. Sign shall be professionally painted. Lettering to be appropriate size. No separate bid item. Sign shall be the general obligation of the Contractor.
- The OWRB logo is required on the project sign if the project is funded in part with OWRB Financial Assistance Program funds. The OWRB logo is available at <http://www.owrb.ok.gov/about/index.php> or may be provided directly by OWRB.
- Redwood Posts shall be 4" x 4" x 10' buried securely a minimum of 3 feet below ground.
- Sign face shall be constructed of 3/4" x 4' x 6' - 5 ply Dura-plywood board & mounted to Posts with four (4) 5/8" x 6" Carriage Bolts.



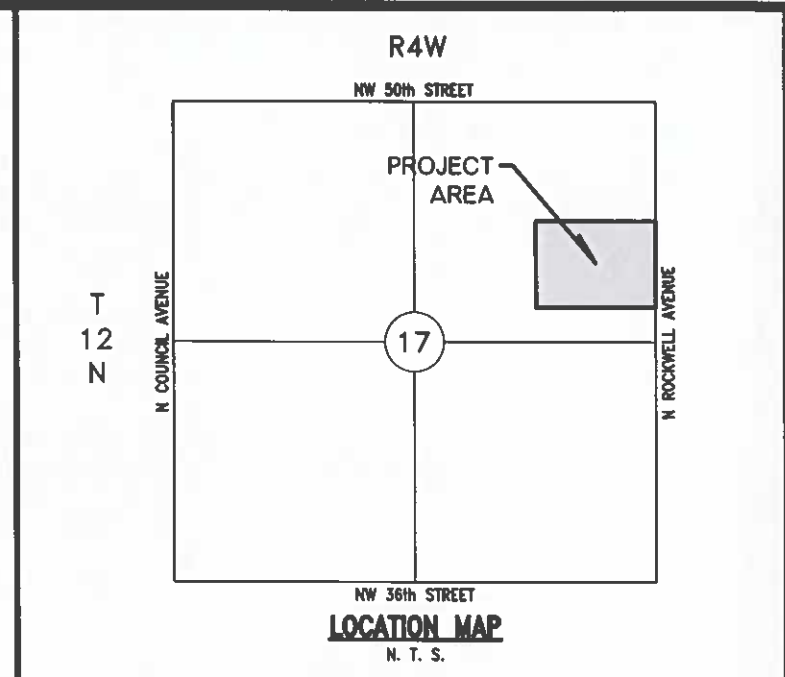


# WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS

PREPARED BY



3020 N.W. 149th STREET  
OKLAHOMA CITY, OKLAHOMA  
(405) 752-1122 FAX (405) 752-8855



## The City of BETHANY, OKLAHOMA

NIKKI LLOYD, Mayor  
ELIZABETH GRAY, City Manager

**COUNCIL MEMBERS:**

PETER PLANK	Ward 1	MARILYN MCPHAIL	Ward 3
CHRIS POWELL	Ward 1	KATHY LARSEN	Ward 3
KEN SMART	Ward 2	BRIAN MAGIROWSKY	Ward 4
STEVE PALMER	Ward 2	JEFF KNAPP	Ward 4

SHEET INDEX

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
0001 . . . . .	TITLE SHEET
AC01 . . . . .	SUMMARY OF PAY QUANTITIES
AC02 . . . . .	GENERAL CONSTRUCTION NOTES
C001 - C003 . . . . .	WATER METER LOCATION SHEETS
ER01 . . . . .	STORMWATER POLLUTION PREVENTION PLAN
. . . . .	OKC STANDARDS
. . . . .	BASE BID WATERLINE ASBUILTS
. . . . .	ALTERNATE 1 WATERLINE ASBUILTS
. . . . .	ALTERNATE 2 WATERLINE ASBUILTS

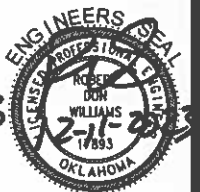
**ONE CALL UTILITY LOCATION NUMBER**

**840-5032**  
**1-800-522-6543**

This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plan prior to any excavation.

*RWS*

17893 12-11-2023  
DATE



ROBERT DON WILLIAMS, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
CA# 8426 EXPIRES JUNE 30, 2025

CONSTRUCTION MUST BEGIN WITHIN SIX (6) MONTHS FROM THE DATE OF APPROVAL, OR THAT APPROVAL IS WITHDRAWN

APPROVED BY:

*RWS* 12-11-2023  
ROBERT DON WILLIAMS, P.E. DATE  
CITY ENGINEER



**PAY ITEM NOTES**

1. INCLUDES THE REMOVAL OF THE EXISTING METER AND INSTALLATION OF A NEW 5/8 INCH WATER METER, NEPTUNE MACH 10 ULTRASONIC METER R9001 WITH ELECTRONIC ENCODER REGISTER, RADIO FREQUENCY (RF) MODULES.
2. METER LIDS SHALL BE CARSON 2200E, CONTRACTOR SHALL VERIFY DIAMETER WHICH RANGES FROM 12.25 INCHES TO 12.50 INCHES.
3. THE TWO YEARS SHALL BEGIN WHEN THE CITY OF BETHANY CITY COUNCIL ACCEPTS THE PROJECT.

Summary of Pay Quantities - Base Bid						
Item Number	Lot Name	Title	Pay Item Notes	Description	Quantity	Unit
1	Base Bid	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION		109-08	1.00	lump sum
2	Base Bid	SEDIMENT AND EROSION CONTROL		109-09	1.00	lump sum
3	Base Bid	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	1	511/SP	124.00	each
4	Base Bid	NEW METER LID	2	511/SP	124.00	each
5	Base Bid	TRAFFIC CONTROL		802	1.00	lump sum
6	Base Bid	MOBILIZATION AND PROJECT MANAGEMENT		809	1.00	lump sum
7	Base Bid	COST FOR 2 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK AND CELLULAR NETWORK	3	SP	124.00	each

Summary of Pay Quantities - Alternate No. 1						
Item Number	Lot Name	Title	Pay Item Notes	Description	Quantity	Unit
1	Alternate 1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION		109-08	1.00	lump sum
2	Alternate 1	SEDIMENT AND EROSION CONTROL		109-09	1.00	lump sum
3	Alternate 1	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	1	511/SP	43.00	each
4	Alternate 1	NEW METER LID	2	511/SP	43.00	each
5	Alternate 1	TRAFFIC CONTROL		802	1.00	lump sum
6	Alternate 1	MOBILIZATION AND PROJECT MANAGEMENT		809	1.00	lump sum
7	Alternate 1	COST FOR 2 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK AND CELLULAR NETWORK	3	SP	43.00	each

Summary of Pay Quantities - Alternate No. 2						
Item Number	Lot Name	Title	Pay Item Notes	Description	Quantity	Unit
1	Alternate 2	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION		109-08	1.00	lump sum
2	Alternate 2	SEDIMENT AND EROSION CONTROL		109-09	1.00	lump sum
3	Alternate 2	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	1	511/SP	20.00	each
4	Alternate 2	NEW METER LID	2	511/SP	20.00	each
5	Alternate 2	TRAFFIC CONTROL		802	1.00	lump sum
6	Alternate 2	MOBILIZATION AND PROJECT MANAGEMENT		809	1.00	lump sum
7	Alternate 2	COST FOR 2 YEARS OF SOFTWARE AS A SERVICE FOR METER DATA MANAGEMENT, METER READING, TRAINING, CUSTOMER INTERFACE PORTAL, AND ALL SUPPORT EXPENSES FOR METER TO READ BY DCU NETWORK AND CELLULAR NETWORK	3	SP	20.00	each

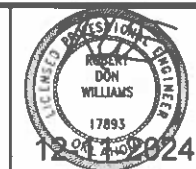
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 DATE: 12/11/2023  
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 CHECKED BY: R. WILLIAMS



CITY OF BETHANY  
 WATER METER AUTOMATION  
 IMPROVEMENTS OKLAHOMA COUNTY  
 ARPA FUNDS

CIVIL  
 SUMMARY OF PAY QUANTITIES  
 AND NOTES

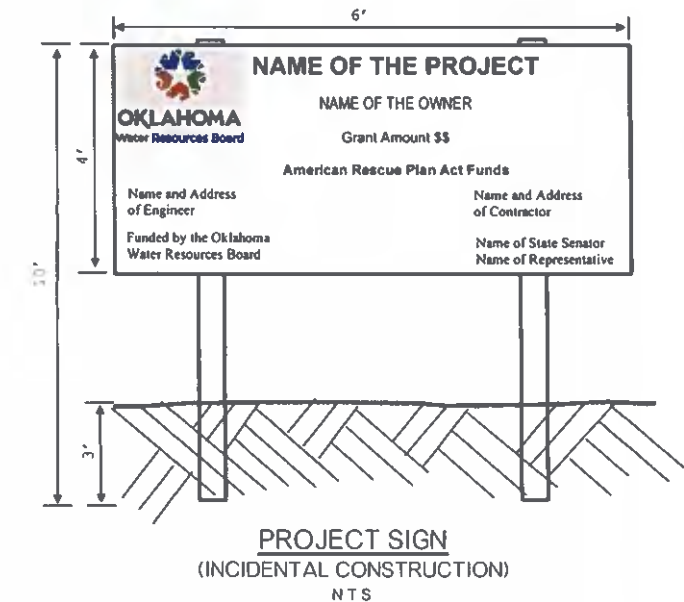


SHEET NO.  
 AC01  
 SHEET 2 OF 7

## GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CITY OF OKLAHOMA CITY STANDARD SPECIFICATIONS, UNLESS SPECIFIED ON THE PLANS OR WITHIN THE TECHNICAL SPECIFICATION - WATER METER AUTOMATION IMPROVEMENTS.
2. CONTRACTOR SHALL "CALL OKIE" AT 811 STATEWIDE OR 1-800-522-8543 OUT OF STATE FOR INFORMATION ON UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
3. UNDERGROUND UTILITY LINES ARE NOT DEPICTED IN THESE DRAWINGS. PRIOR TO COMMENCING ANY CONSTRUCTION OR DIGGING OPERATIONS WITHIN THE AREA OF THESE DRAWINGS, A FIELD VERIFICATION AND PHYSICAL EXAMINATION OF THE WORK LIMITS SHALL BE MADE BY THE CONTRACTOR. CONTRACTOR SHALL "CALL OKIE" FOR COORDINATION AND ASSISTANCE IN LOCATING UNDERGROUND LINES.
4. CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUAL TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST ALSO OBTAIN A PERMIT FROM ODEQ (FORM 605-002A) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION. A COPY OF THE EROSION CONTROL PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST. POSSIBLE RUBBLE AND DEBRIS MAY BE ENCOUNTERED DURING EXCAVATION. ALL UNSUITABLE BACKFILL MATERIALS SHALL BE REMOVED AND LEGALLY DISPOSED OF.
6. ALL DEBRIS AND OTHER MATERIALS OF ANY NATURE NOT USED IN THIS CONTRACT MUST BE LEGALLY DISPOSED OF, OFFSITE.
7. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND APPLICABLE O.D.O.T. STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR COMPLETION OF THE PROJECT. ALL SIGNS, BARRICADES, AND CHANNELIZING DEVICES WHICH ARE SHOWN WITH EITHER TYPE "A" OR TYPE "C" LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL PLAN. LANE CLOSINGS SHALL BE COORDINATED WITH THE CITY OF BETHANY. NO ADDITIONAL PAYMENT, INCIDENTAL CONSTRUCTION.
8. THE DENSITY REQUIREMENTS FOR THE PROJECT ARE 90% STANDARD PROCTOR FOR UNPAVED AREAS AND 95% STANDARD PROCTOR FOR PAVED AREAS.
9. CONTRACTOR SHALL FOLLOW OSHA GUIDELINES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES, FENCES, AND LANDSCAPING NOT SHOWN TO BE REMOVED AND SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS TO THESE ITEMS UPON COMPLETION OF CONSTRUCTION.
11. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING PIPING, CONDUITS, AND UTILITIES PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE ACCURACY OF ALL MEASUREMENTS BEFORE CONSTRUCTING ANY PERMANENT STRUCTURE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH SURFACE AND SUB-SURFACE CONDITIONS.
14. ALL WORK AND/OR MATERIALS NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE FOR ITEMS WHICH ARE QUALIFIED FOR PAYMENT.
15. ALL WORK SHALL BE DONE IN A NEAT AND ORDERLY FASHION BY SKILLED WORKMEN. ALL WORK WILL REQUIRE INSPECTION TO INSURE ACCEPTABLE CONSTRUCTION.
16. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR STORM WATER PERMIT REGULATIONS AND STORM WATER EROSION AND SEDIMENT CONTROL PROCEDURES.
17. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
18. ALL ADDITIONAL WORK NOT CLASSIFIED AS A PAY ITEM SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION.

- The general contractor shall erect and maintain for the life of the construction contract a suitable sign, 4' x 6' in size, and detailed herein, lettered black on white background. Sign shall be professionally painted. Lettering to be appropriate size. No separate bid item. Sign shall be the general obligation of the Contractor.
- The OWRB logo is required on the project sign if the project is funded in part with OWRB Financial Assistance Program funds. The OWRB logo is available at <http://www.owrb.ok.gov/about/index.php> or may be provided directly by OWRB.
- Redwood Posts shall be 4" x 4" x 10' buried securely a minimum of 3 feet below ground.
- Sign face shall be constructed of 3/4" x 4' x 6' 5 ply Dura-plywood board & mounted to Posts with four (4) 5/8" x 6" Carriage Bolts.



## GENERAL CONSTRUCTION NOTES (ROADWAY)

1. CONTRACTOR TO COORDINATE WITH THE CITY OF BETHANY IN CONTROLLING WATER LINE VALVES TO COMPLETE WORK

				SCALE: AS SHOWN		CITY OF BETHANY WATER METER AUTOMATION IMPROVEMENTS OKLAHOMA COUNTY ARPA FUNDS	CIVIL CONSTRUCTION NOTES		SHEET NO.
				DATE: 12/11/2023					AC02
				DRAWN BY: GIBBS					
				CHECKED BY: R. WILLIAMS					SHEET 3 OF 7
REV. NO.	DATE	DRWN	CHKD	REMARKS					

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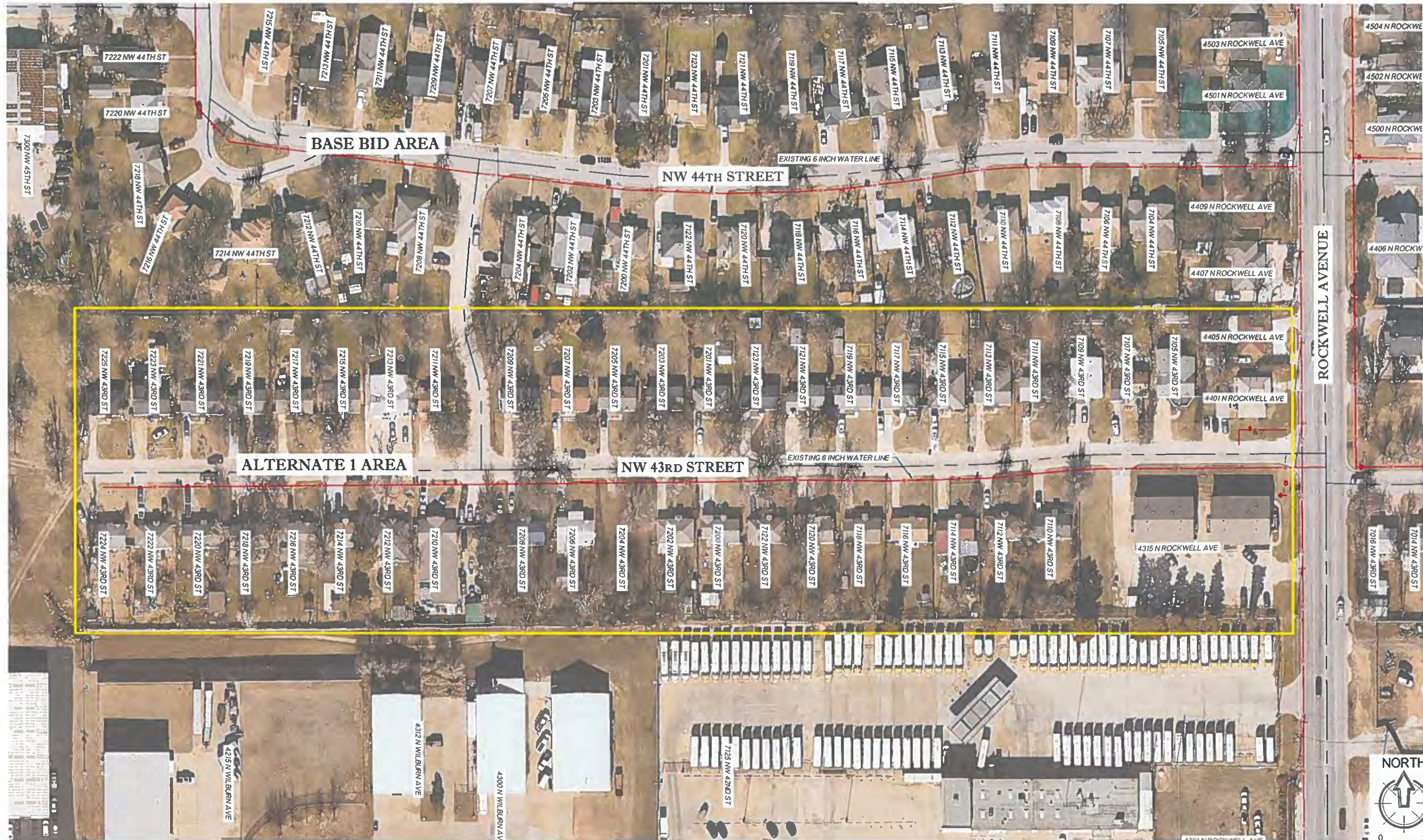
CITY OF BETHANY  
 WATER METER AUTOMATION  
 IMPROVEMENTS OKLAHOMA COUNTY  
 ARPA FUNDS

CIVIL  
 WATER METER LOCATIONS



SHEET NO.  
**C001**  
 SHEET 4 OF 7

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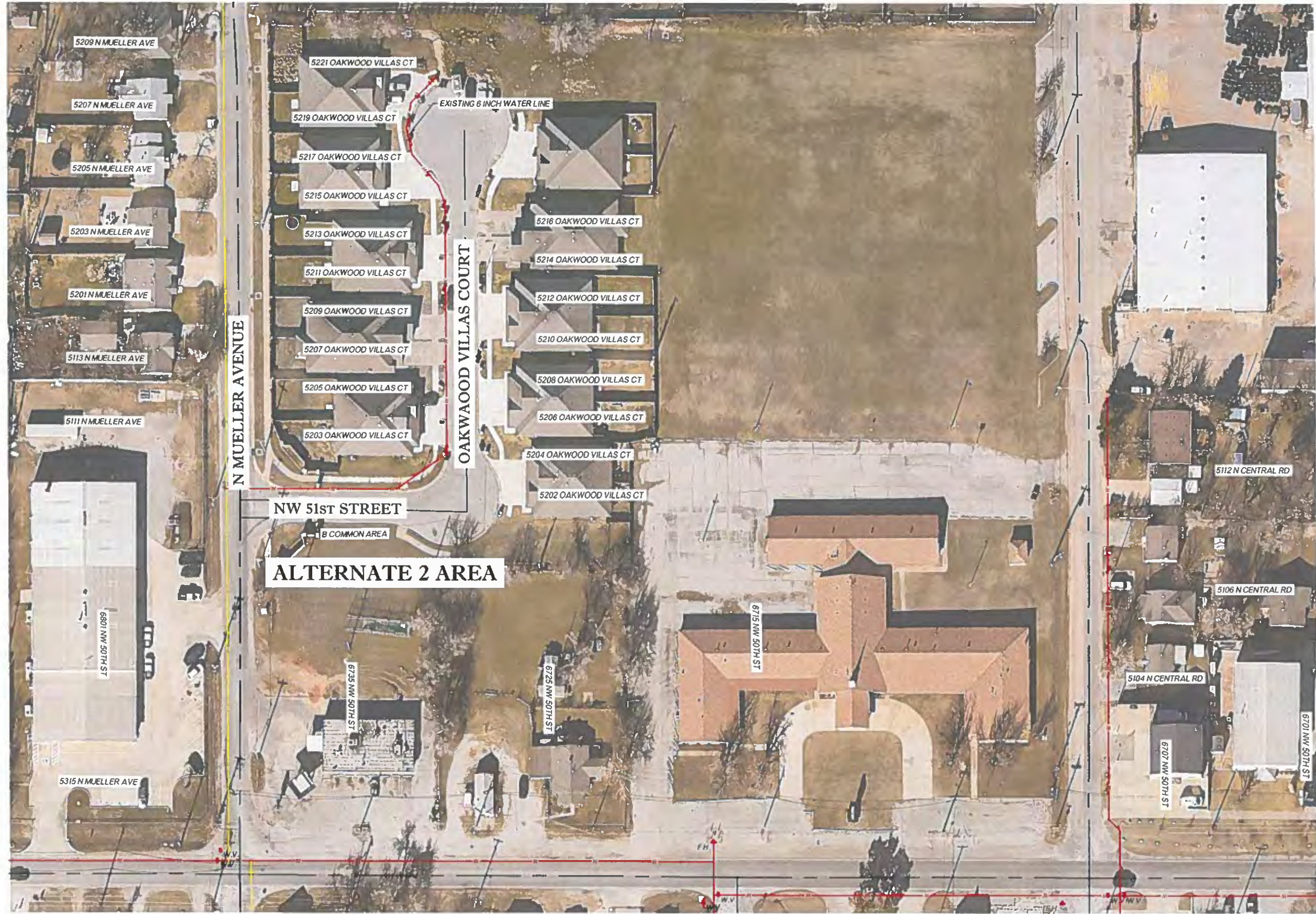


CITY OF BETHANY  
**WATER METER AUTOMATION  
 IMPROVEMENTS OKLAHOMA COUNTY  
 ARPA FUNDS**

CIVIL  
**WATER METER LOCATIONS**



SHEET NO.  
**C002**  
 SHEET 5 OF 7



REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN  
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CITY OF BETHANY  
 WATER METER AUTOMATION  
 IMPROVEMENTS OKLAHOMA COUNTY  
 ARPA FUNDS

CIVIL  
 WATER METER LOCATIONS



SHEET NO.  
 C003  
 SHEET 6 OF 7

EROSION AND SEDIMENT CONTROLS

SITE DESCRIPTION

PROJECT LIMITS: BETWEEN NW 50th STREET TO NW 36th STREET  
BETWEEN N MUELLER AVENUE AND BETHANY CORPORATE LIMITS

PROJECT DESCRIPTION: INSTALLING NEW METERS  
AND SERVICES

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:  
INSTALL EROSION CONTROL DEVICES  
CONSTRUCTION PROJECT  
REMOVE EROSION CONTROL DEVICES  
CLEAN PROJECT SITE

TOTAL AREA TO BE DISTURBED: 0.30 ACRES

WEIGHTED RUNOFF COEFFICIENT: 0.90

NAME OF RECEIVING WATERS: UNNAMED TRIBUTARY OF  
NORTH CANADIAN RIVER

SOIL STABILIZATION PRACTICES:

- TEMPORARY SEEDING
- PERMANENT SODDING, SPRIGGING OR SEEDING
- VEGETATIVE MULCHING
- SOIL RETENTION BLANKET
- PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONST. ACTIVITIES HAVE CEASED FOR OVER 21 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- TEMPORARY BRUSH SEDIMENT BARRIERS
- TEMPORARY SILT FENCE
- TEMPORARY SILT DIKES
- TEMPORARY BALE BARRIERS
- DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- SANDBAG BERMS
- ROCK FILTER DAMS (STONE DAM)
- TEMPORARY SLOPE DRAIN
- PAVED DITCH & DITCH LINER PROTECTION
- TEMPORARY DIVERSION CHANNELS
- RIP RAP
- TEMPORARY STREAM CROSSINGS
- TEMPORARY SEDIMENT BASINS
- TEMPORARY SEDIMENT TRAPS
- TEMPORARY SEDIMENT FILTERS
- TEMPORARY SEDIMENT REMOVAL
- INLET SEDIMENT FILTER
- STABILIZED CONSTRUCTION EXIT
- ROCK BAG SILT FENCE

OFFSITE VEHICLE TRACKING:

- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

CONTRACTOR TO PROVIDE EROSION CONTROL DEVICES AS REQUIRED FOR WORK.

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES (AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE). POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:

PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:

A STORMWATER POLLUTION PREVENTION PLAN (SW3P) IS REQUIRED TO BE SUBMITTED BY THE CONTRACTOR TO CITY STORMWATER DEPT. AND COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS DEVELOPED, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORMS THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE BASIC GOAL OF STORMWATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORMWATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORMWATER POLLUTION.

IN ADDITION:

\*EPA - FINAL NPDES GENERAL PERMITS FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITES; NOTES FEDERAL REGISTER, MONDAY, JULY 6, 1998 - VOLUME 60, NUMBER 128  
\*ODEQ - GENERAL PERMIT (OKR10) FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA \* ODEQ - WATER QUALITY DIVISION, OCTOBER 18, 2017.

CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUALS TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST OBTAIN A PERMIT FROM ODEQ (FORM 606-002a) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES. THIS MEANS THAT LAND DISTURBANCE OF ONE (1) ACRE OR MORE MUST PERMIT WITH ODEQ AND THE CITY OF BETHANY, STORM WATER QUALITY.

A COPY OF THE EROSION CONTROL SITE PLAN MUST ALWAYS BE ON SITE AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMGED DUE TO CONSTRUCTION.

W:\ET\24-08\County Meters\Sheet-General.dwg, 12/11/2023 11:40:38 AM, jgibbs

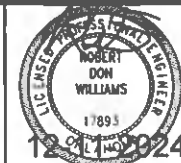
REV NO	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN  
DATE: 12/11/2023  
DRAWN BY: GIBBS  
CHECKED BY: R. WILLIAMS



CITY OF BETHANY  
WATER METER AUTOMATION  
IMPROVEMENTS OKLAHOMA COUNTY  
ARPA FUNDS

GENERAL  
STORMWATER POLLUTION  
PREVENTION PLAN



SHEET NO.  
ER01  
SHEET 7 OF 7

# STORM WATER MANAGEMENT EROSION AND SEDIMENT CONTROL NOTES

## GENERAL NOTES

The following are requirements to be followed by the Contractor during all phases of the project. Please note that this construction will be accomplished under the provisions of the National Pollutant Discharge Elimination System (NPDES) of the U.S. Environmental Protection Agency (EPA). A Storm Water Pollution Prevention Plan (SWP3) must be prepared for this project in conformance with EPA regulations (Code of Federal Regulations (CFR) 40, Part 122) and Oklahoma Department of Environmental Quality (ODEQ) General Permit (OKR-10). The Contractor will be responsible for compliance with the NPDES permit and the SWP3, as well as with all provisions of the plans and specifications. It will also be the Contractor's responsibility to prevent soil or sediment loss from the construction site. The Contractor shall not leave the site until all erosion control, sediment control, and storm water management practices are in place; have been inspected and found satisfactory; and all temporary practices have been properly removed.

## STORM WATER MANAGEMENT

The project must be designed to provide positive post-construction control of storm water runoff from the site [using gutters, curbs, inlets, piping, and outlets to the receiving stream]. The erosion and sediment control measures discussed below will also provide some temporary storm water controls. During the course of construction, the contractor will install and maintain storm water controls in the sequence specified herein to provide comprehensive management of storm water for a project of this nature.

## EROSION AND SEDIMENT CONTROL

The project must be designed to minimize adverse off-site effects of soil erosion and resulting sediment loss through the use of proper construction techniques; and by installing both temporary and permanent management practices. All soil-disturbing activities performed by the Contractor will be accomplished in such manner as to prevent loss of sediment from the construction site during rainfall events. To accomplish this, the following specific steps will be taken during construction:

- 1 Immediately after mobilization but prior to initiation any soil-disturbing activities, the Contractor will install all specified perimeter controls on the site. These practices have been designed to trap all sediment produced during soil-disturbing activities, and to prevent off-site damage. It is recognized that some site preparation may be required to properly install these practices.
- 2 The recommended sequence for the installation and removal of erosion and sediment control measures is as follows:  
perimeter control measures (silt barriers and fencing) installed at designated areas; cleaning of street during construction; site grading (including temporary slope stabilization) as needed; installation of utilities; building construction; paving; final grading; installation of sod or vegetative materials; building construction; paving; final grading; installation of sod or vegetative materials; removal of temporary practices and perimeter controls; and site cleanup.
- 3 During all soil-disturbing activities, the Contractor will take appropriate steps using accepted construction methods to minimize exposure of unprotected soil and other construction materials to rainfall. Particular care must be exercised when dealing with topsoil stockpiles, fill material, or soil on slopes. The Contractor will maintain a date log of all soil disturbance activities or major grading operations, and of all management practice or control measure installations.

- 4 If, during the course of construction, any area of soil (including stockpiles) remains exposed for more than fourteen calendar days without suitable erosion control, then temporary stabilization measures should be installed unless soil-disturbing activities are planned on such areas within an additional seven calendar days. Suitable temporary stabilization measures are perimeter controls and silt barriers (such as rock bags, sand bags, and silt fencing) along all side-slope and down-slope borders of the disturbed area. Note that perimeter controls alone may not be successful; movement of large amounts of sediment produced by heavy rain on exposed soil could overwhelm such measures.
- 5 At the Contractor's discretion, additional temporary erosion control practices (such as rock bags, sand bag barriers, and silt fences) may be installed along any down-slope of side-slope perimeter of a soil-disturbed area to prevent sediment movement. Anchored erosion control matting, mulches, or other acceptable methods may also be installed to stabilize any unprotected slopes during construction, and hold them to the appropriate grade.

As site conditions warrant, the Contractor may also choose to modify the type or arrangement of specified practices to improve their effectiveness. As with any other project changes, the Contractor must present all proposed modifications to the Project Engineer for approval prior to installation.

- 6 The Contractor will inspect all specified practices at least once every fourteen calendar days, and after all rainfall events to insure that each specified practice remains intact. Any damage noted during such inspections shall be repaired promptly to restore the practice to original specifications. The Contractor will be responsible for maintenance of all erosion and sediment control practices as specified in the plans, including periodic regrading, and final grading after removal of all such practices.
- 7 When water is used for dust control or to promote vegetation, the Contractor will prevent the escape of this water and any sediment it may carry from the construction site.
- 8 Care must be exercised to prevent excessive off-site tracking of mud or sediment by construction vehicles. In addition to the specified gravel entrance, properly graveled transition areas should be established at all temporary site exits to assist in mud removal from departing vehicles. The Contractor shall be responsible for cleaning the street daily, or as directed by the City, when mud is tracked onto the street from the construction site.
- 9 During the site cleanup prior to the possession date, each temporary practice will be completely removed and the area finished to the appropriate post-project condition. This involves final grading, and installation of sod or grass seed on all bare soil areas. A minimum vegetation density of seventy percent, or an equivalent sediment stabilization measure (geotextiles, mulches, or gabions), is required until vegetation is established.

The City of  
**Oklahoma City**  
Public Works Department  
Engineering Division



APPROVED BY:   
ERIC J. WENGER, P.E.  
CITY ENGINEER

DATE: 01-29-13

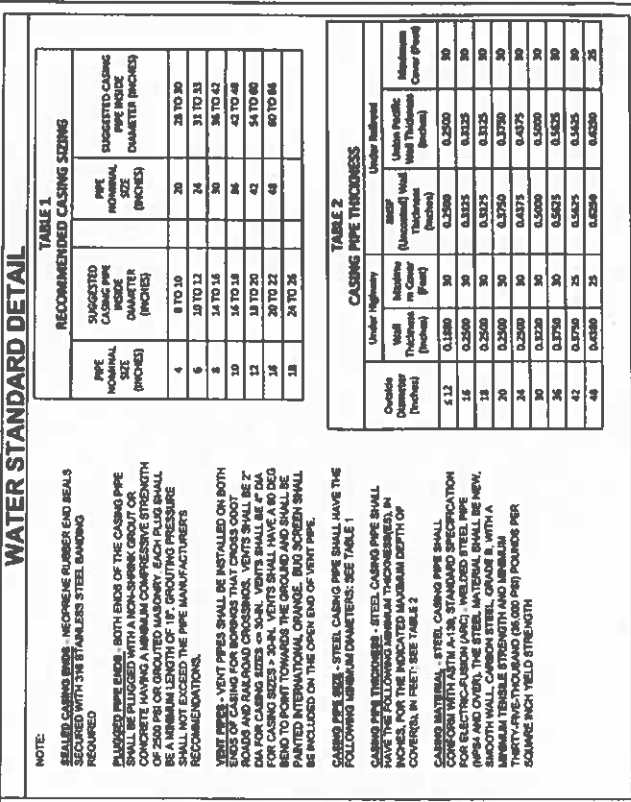
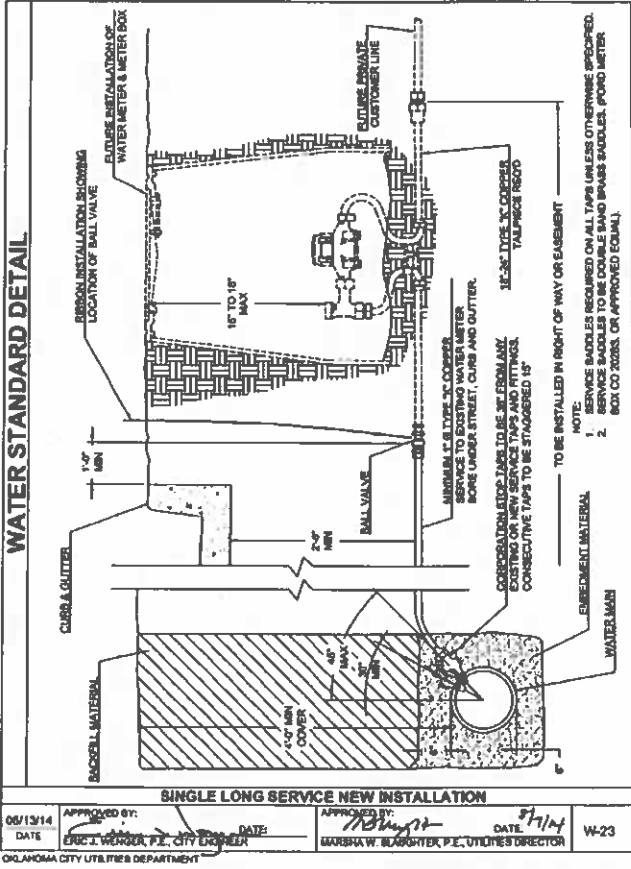
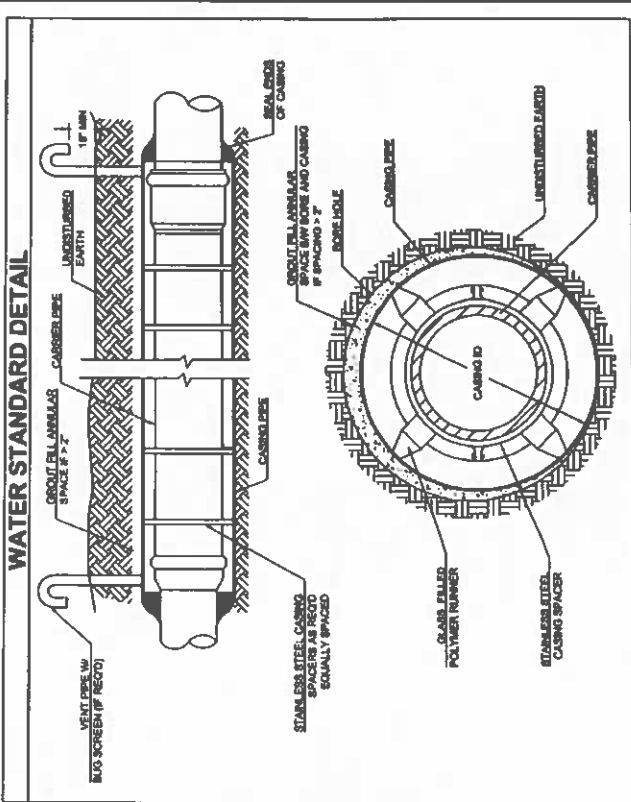
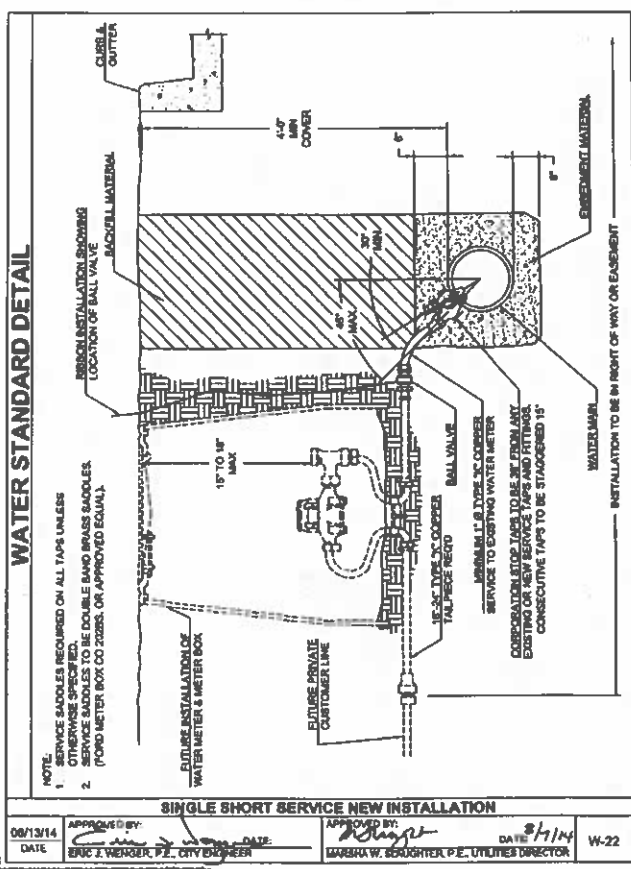
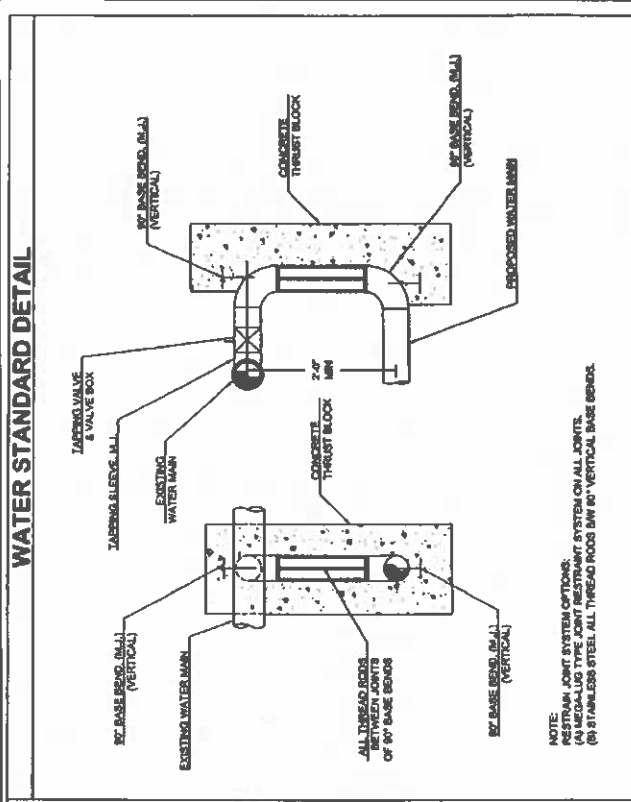
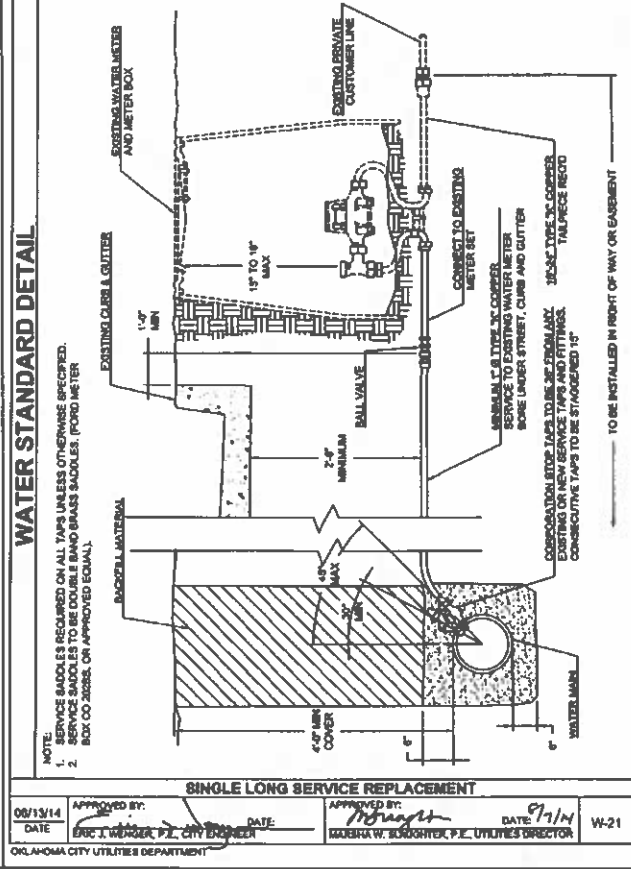
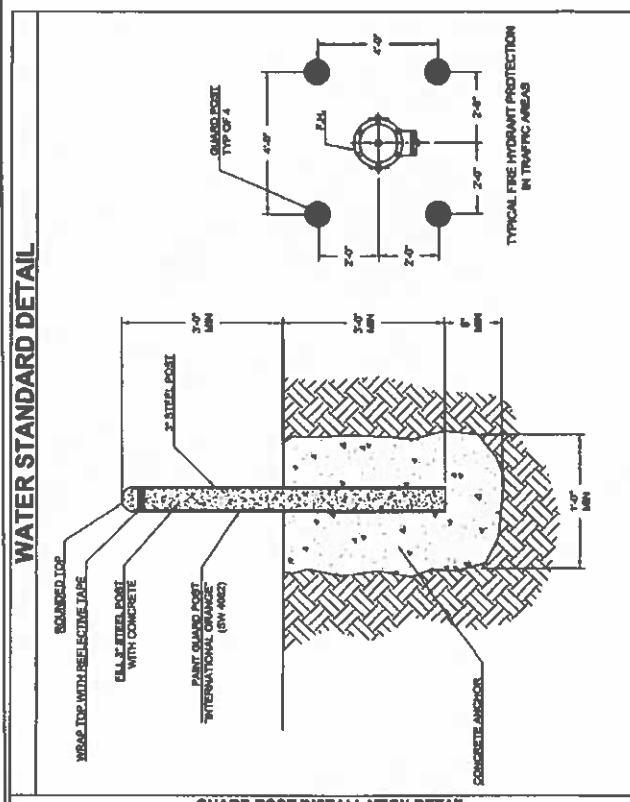
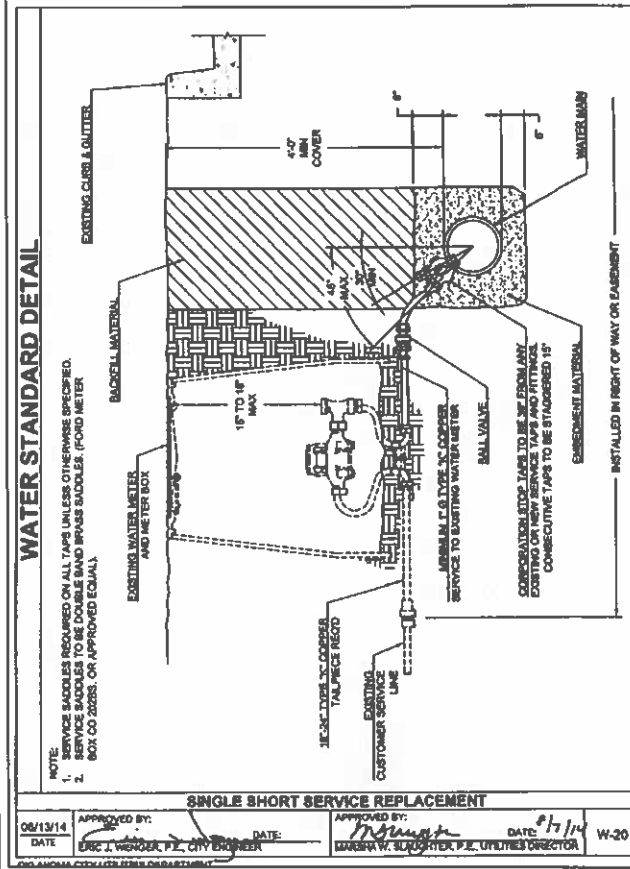
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DATE: 01-29-13

**STORM WATER EROSION AND  
SEDIMENT CONTROL  
PROCEDURES**

Drawing Number

D-010

PLOTTED: Tuesday, August 26, 2014 10:19:03 AM  
 FILE PATH: Z:\STANDARD DETAILS & WATER METER SPECIFICATIONS\UPDATED STANDARD DETAILS 2014\WATERFINAL SHEETS\WAT-STD-DET-2014-SIGNED.DWG



**TABLE 1 RECOMMENDED CASING SIZING**

PIPE INSIDE DIAMETER (INCHES)	SUGGESTED CASING INSIDE DIAMETER (INCHES)	SUGGESTED CASING PIPE INSIDE DIAMETER (INCHES)
4	8 TO 10	20
6	10 TO 12	24
8	14 TO 16	31 TO 33
10	16 TO 18	36 TO 42
12	18 TO 20	42 TO 48
14	20 TO 22	48 TO 60
16	24 TO 26	48
18	24 TO 26	48 TO 60

**TABLE 2 CASING PIPE THICKNESS**

Casings Diameter (Inches)	Minimum Thickness (Inches)	Minimum Yield (Pounds per Square Inch)	Minimum Wall Thickness (Inches)	Minimum Cover (Inches)
4-12	0.1875	30	0.2500	30
12-18	0.2500	30	0.3125	30
18-24	0.3125	30	0.3750	30
24-30	0.3750	30	0.4375	30
30-36	0.4375	30	0.5000	30
36-42	0.5000	30	0.5625	30
42-48	0.5625	30	0.6250	30
48-54	0.6250	30	0.6875	30
54-60	0.6875	30	0.7500	30

The City of Oklahoma City  
 Utilities Department  
 Engineering Division

NO.	DATE	DESCRIPTION

**WATER STANDARD DETAILS**

DATE: 08/07/14  
 DRAWN BY: JCS  
 CHECKED BY: MWS/E/W

SCALE: AS SHOWN

SHEET NUMBER: **W-STD-03**



### WATER STANDARD DETAIL

**5/8" TO 1" METER BOX FOR GRASSY AREAS**

APPROVED BY: *Eric J. Wenger* DATE: 6/4/15  
 ERIC J. WENGER, P.E., CITY ENGINEER  
 MARSHA W. SCAGGSTER, P.E., UTILITIES DIRECTOR

DATE: 05/28/15  
 DATE: 6/4/15  
 DATE: 6/4/15

W-24

OKLAHOMA CITY UTILITIES DEPARTMENT

### WATER STANDARD DETAIL

**1 1/2" TO 2" METER BOX FOR SPECIAL APPLICATION IN PAVED AREA**

APPROVED BY: *Eric J. Wenger* DATE: 6/4/15  
 ERIC J. WENGER, P.E., CITY ENGINEER  
 MARSHA W. SCAGGSTER, P.E., UTILITIES DIRECTOR

DATE: 05/28/15  
 DATE: 6/4/15  
 DATE: 6/4/15

W-25

OKLAHOMA CITY UTILITIES DEPARTMENT

### WATER STANDARD DETAIL

**5/8" TO 1" METER BOX 14" X 20" GRASS AND PAVED AREAS**

APPROVED BY: *Eric J. Wenger* DATE: 6/4/15  
 ERIC J. WENGER, P.E., CITY ENGINEER  
 MARSHA W. SCAGGSTER, P.E., UTILITIES DIRECTOR

DATE: 05/28/15  
 DATE: 6/4/15  
 DATE: 6/4/15

W-26

OKLAHOMA CITY UTILITIES DEPARTMENT

### WATER STANDARD DETAIL

**1 1/2" TO 2" METER BOX 17" X 26" GRASS AND PAVED AREAS**

APPROVED BY: *Eric J. Wenger* DATE: 6/4/15  
 ERIC J. WENGER, P.E., CITY ENGINEER  
 MARSHA W. SCAGGSTER, P.E., UTILITIES DIRECTOR

DATE: 05/28/15  
 DATE: 6/4/15  
 DATE: 6/4/15

W-27

OKLAHOMA CITY UTILITIES DEPARTMENT

### WATER STANDARD DETAIL

**1 1/2" TO 2" METER BOX 21" X 34" GRASS AND PAVED AREAS**

APPROVED BY: *Eric J. Wenger* DATE: 6/4/15  
 ERIC J. WENGER, P.E., CITY ENGINEER  
 MARSHA W. SCAGGSTER, P.E., UTILITIES DIRECTOR

DATE: 05/28/15  
 DATE: 6/4/15  
 DATE: 6/4/15

W-28

OKLAHOMA CITY UTILITIES DEPARTMENT

### WATER STANDARD DETAIL

**METER RELOCATION FOR STREET RESURFACING, SIDEWALKS, & ADA RAMP**

APPROVED BY: *Eric J. Wenger* DATE: 6/11/14  
 ERIC J. WENGER, P.E., CITY ENGINEER  
 MARSHA W. SCAGGSTER, P.E., UTILITIES DIRECTOR

DATE: 06/13/14  
 DATE: 6/11/14  
 DATE: 6/11/14

W-29

OKLAHOMA CITY UTILITIES DEPARTMENT

### WATER STANDARD DETAIL

**WATER METER VAULT INSTALLATION**

APPROVED BY: *Eric J. Wenger* DATE: 6/11/14  
 ERIC J. WENGER, P.E., CITY ENGINEER  
 MARSHA W. SCAGGSTER, P.E., UTILITIES DIRECTOR

DATE: 06/13/14  
 DATE: 6/11/14  
 DATE: 6/11/14

W-30

OKLAHOMA CITY UTILITIES DEPARTMENT

### WATER STANDARD DETAIL

**WATER METER VAULT INSTALLATION**

APPROVED BY: *Eric J. Wenger* DATE: 6/11/14  
 ERIC J. WENGER, P.E., CITY ENGINEER  
 MARSHA W. SCAGGSTER, P.E., UTILITIES DIRECTOR

DATE: 06/13/14  
 DATE: 6/11/14  
 DATE: 6/11/14

W-30

OKLAHOMA CITY UTILITIES DEPARTMENT

**The City of Oklahoma City**  
 Utilities Department  
 Engineering Division

NO.	DATE	DESCRIPTION
1	6/4/2015	METER BOX DETAILS REVISED

**WATER STANDARD DETAILS**

DATE: 06/05/15  
 DRAWN BY: RRP  
 CHECKED BY: MWS/EJW

SCALE:  
 AS SHOWN

SHEET NUMBER  
**W-STD-04**

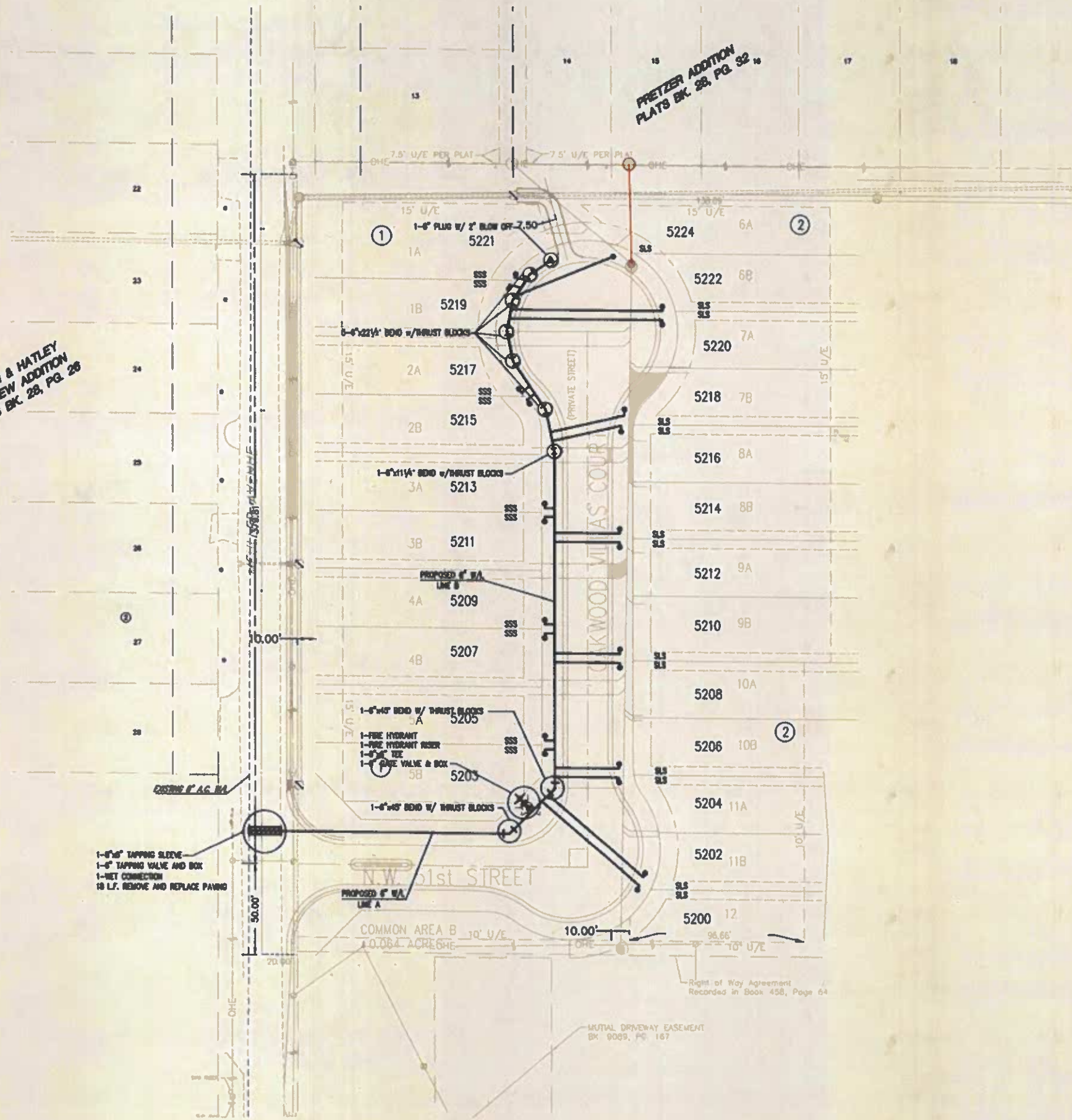


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INGRAM & HATLEY  
 FAIRVIEW ADDITION  
 PLATS BK. 28, PG. 26

PRETZER ADDITION  
 PLATS BK. 98, PG. 32



Crafton, Tull & Associates, Inc.  
 208 N. Main Street, Suite 200  
 Chickasha, OK, 73127  
 405.767.6270 Fax: 405.767.6278 www.crafton.com



Engineers & Surveyors

CA 873 (PE/LS) EXPIRES 6/30/2004

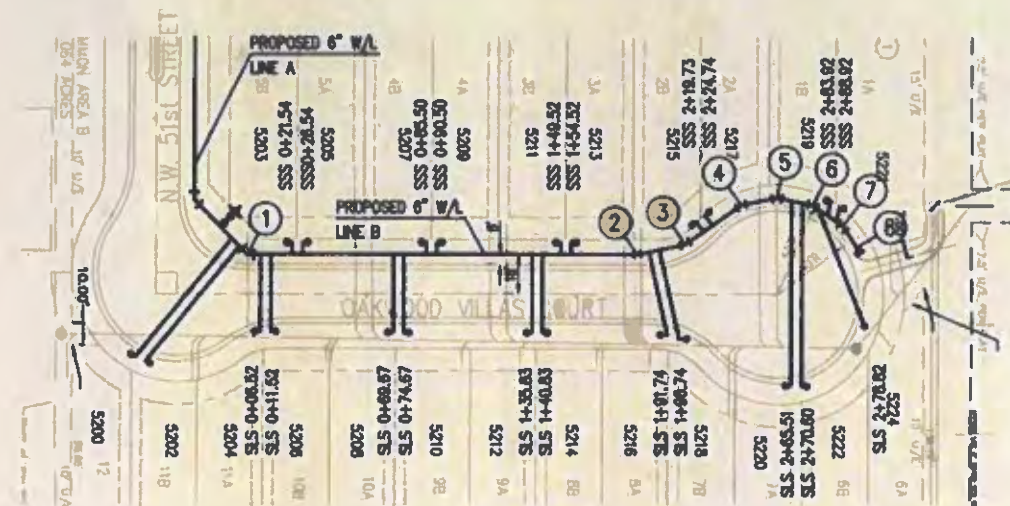
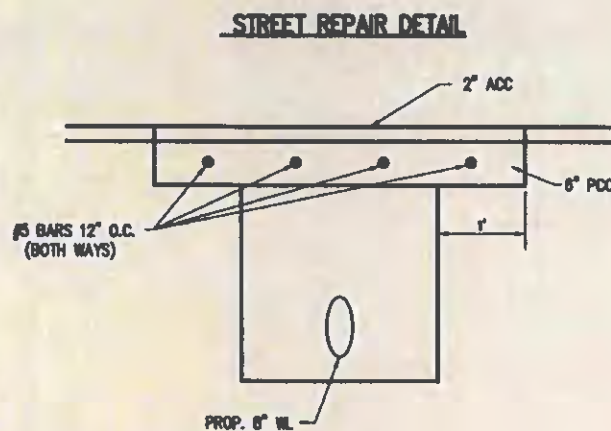
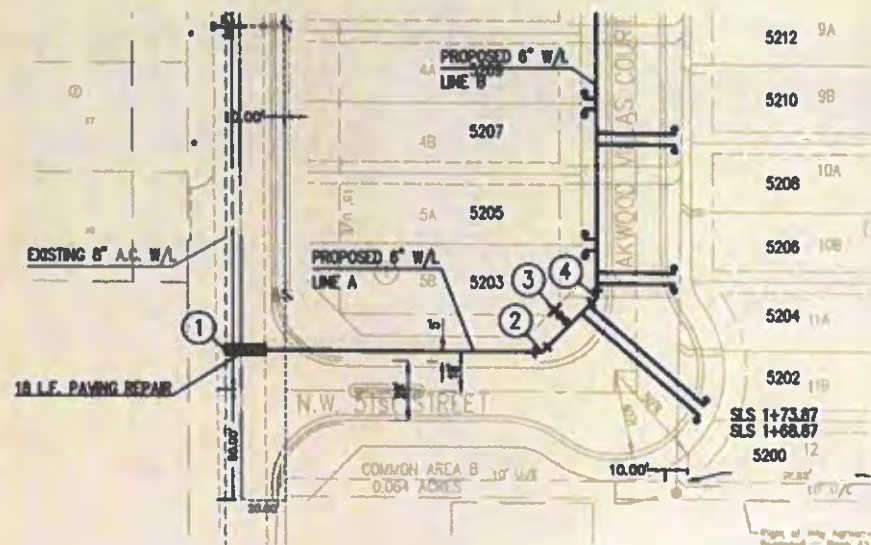
OAKWOOD VILLAS  
 BETHANY, OK.

Number:	

OVERALL WATERLINE LAYOUT

Drawn by:	TLB	Job Number:	040035-00
Checked by:		Contact Person:	P. HAGEN

Date:	FEB. 2005	Sheet Number:	3 / 123
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- ① STA. 0+00.00 LINE A =  
(1) 6" x 6" TAPPING SLEEVE AND BOX W/ THRUST BLOCKS  
(1) WET CONNECTION  
E=1301.13

- ② STA. 1+43.66  
(1) 6" x 45° BEND W/ THRUST BLOCKS  
E=1300.01

- ② STA. 1+81.27  
(1) FIRE HYDRANT  
(1) FIRE HYDRANT RISER  
(1) 6" x 6" TEE W/ THRUST BLOCKS  
(1) 6" GATE VALVE & BOX W/ THRUST BLOCKS  
E=1299.79

- ④ STA. 1+78.87 LINE A =  
STA. 0+00.00 LINE B  
(1) 6" x 45° BEND W/ THRUST BLOCKS  
E=1299.60

- ① STA. 0+00.00 LINE B =  
STA. 1+78.87 LINE A  
(1) 6" x 45° BEND W/ THRUST BLOCKS  
E=1299.60

- ② STA. 1+65.90  
(1) 6" x 11 1/4° BEND W/ THRUST BLOCKS  
E=1298.76

- ③ STA. 2+09.28  
(1) 6" x 22 1/2° BEND W/ THRUST BLOCKS  
E=1298.65

- ④ STA. 2+41.28  
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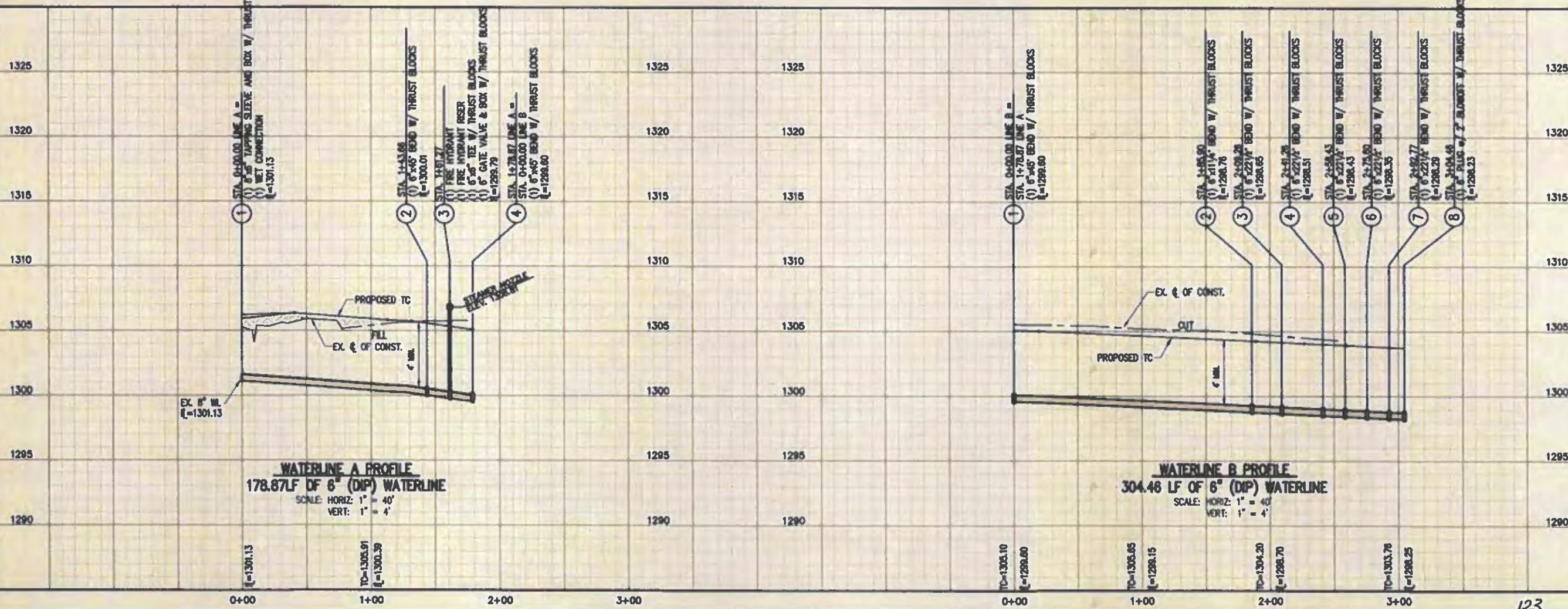
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E=1298.35

- ⑦ STA. 2+92.77  
(1) 6" x 22 1/2° BEND W/ THRUST BLOCKS  
E=1298.29

- ⑧ STA. 3+04.48  
(1) 6" PLUG w/ 2" BLOWOFF W/ THRUST BLOCKS  
E=1298.23

WATERLINE A PLAN

WATERLINE B PLAN



WATERLINE A PROFILE  
178.87 LF OF 6" (DIP) WATERLINE  
SCALE: HORIZ: 1" = 40'  
VERT: 1" = 4'

WATERLINE B PROFILE  
304.46 LF OF 6" (DIP) WATERLINE  
SCALE: HORIZ: 1" = 40'  
VERT: 1" = 4'

CRAFTON, TUILL & ASSOCIATES, INC. 408.787.0270  
 235 N. MacArthur, Suite 200 Oklahoma City, OK 73127  
 www.crafton.com  
 LAYOUT NAME: PULLICE 08  
 LAYOUT SCALE: 1" = 40'  
 LAYOUT DATE: 02/10/08  
 LAYOUT TIME: 10:00 AM

**Crafton, Tuill & Associates, Inc.**  
 235 N. MacArthur, Suite 200 Oklahoma City, OK 73127  
 408.787.0270 Fax: 408.787.0270 www.crafton.com

**Engineers & Surveyors**

OAKWOOD VILLAS  
 BETHANY, OK.

AS-BUILT 02.10.08

WATERLINE A & B  
 PLAN AND PROFILE

Drawn by: TLB  
 Checked by: P. HAGEN

Job Number: 048035-00  
 Contact Person: P. HAGEN

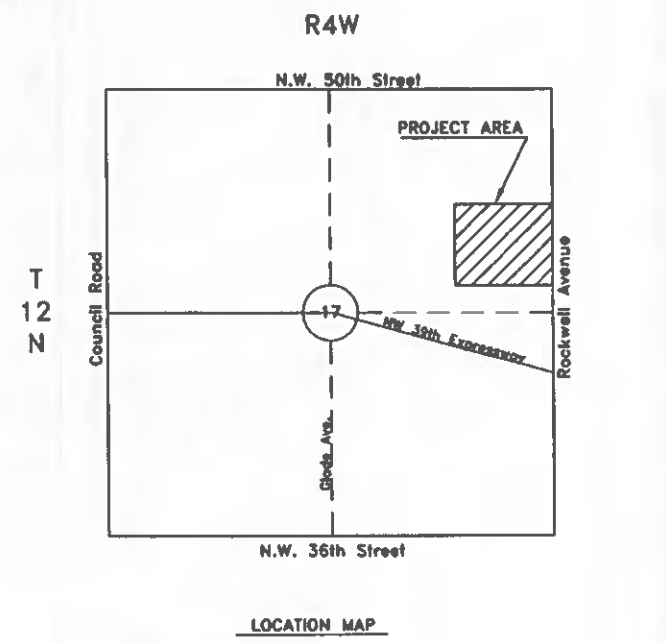
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 Sheet Number: 4  
 123

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	AS-BUILT QUANTITY
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1	8" CLASS 90 D.I. WATER LINE	L.F.	4240	
2	8" CLASS 90 D.I. WATER LINE	L.F.	1320	
3	8" CLASS 90 D.I. WATER LINE-INSTALL BY BORE	L.F.	125	
4	8" GATE VALVE & BOX	EA.	14	
5	8" GATE VALVE & BOX	EA.	1	
6	6" TAPPING VALVE & BOX	EA.	4	
7	8"x8" TAPPING SADDLE	EA.	3	
8	8"x8" TAPPING SADDLE	EA.	1	
9	8" TAPPING VALVE & BOX	EA.	1	
10	8"x8" TAPPING SADDLE	EA.	1	
11	ADDITIONAL 12" RISER	EA.	1	
12	FIRE HYDRANT W/ 12" RISER	EA.	8	
13	8"x8"x8" TEE	EA.	10	
14	8"x8"x8" TEE	EA.	2	
15	6"x90° BEND	EA.	2	
16	6"x45° BEND	EA.	2	
17	6"x22.5° BEND	EA.	4	
18	4" SOLID PLUG	EA.	8	
19	6" SOLID PLUG	EA.	3	
20	8" SOLID PLUG	EA.	1	
21	2" BLOW-OFF ASSEMBLY	EA.	2	
22	SERVICE CONNECTION (SHORT)	EA.	83	
23	SERVICE CONNECTION (LONG)	EA.	88	
24	8" 3500 P.S.I. H.E.S. P.C.C. PAVEMENT REPAIR	S.Y.	83	
25	6" 3500 P.S.I. H.E.S. P.C.C. PAVEMENT REPAIR	S.Y.	93	
26	2" TYPE 'C' ASPHALT PAVEMENT REPAIR	S.Y.	110	
27	DRIVEWAY REPAIR - 8" 3500 P.S.I. H.E.S. P.C.C.	S.Y.	1202	
28	SIDEWALK REPAIR - 4" 3500 P.S.I. H.E.S. P.C.C.	S.Y.	48	
29	TESTING	L.S.	1	
30	DISINFECTION	L.S.	1	
<b>GENERAL</b>				
31	SOLID SOB - BERMUDA - ALL DISTURBED AREAS	L.S.	1	



8 IN. AND 6 IN. WATER LINES TO SERVE:  
 - NW 43RD TO NW 46TH BETWEEN  
 ROCKWELL AVE. & MARTIN AVE.

C.I.P. 01-02



The City of  
**BETHANY, OKLAHOMA**  
 J.D. JOHNSTON, Mayor  
 DAN GALLOWAY, City Manager

COUNCIL MEMBERS:

RICHARD ENGLE	Ward 1	BILLY WALKER	Ward 3
RANDY LUNSTRAN	Ward 1	STEVE ALLEN	Ward 3
JEFF SIEMS	Ward 2	PHIL SHIREY	Ward 4
KATHI HOLLOWAY	Ward 2	BRIAN TAYLOR	Ward 4

**SHEET INDEX**

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL LAYOUT
3	P&P LINE 'A' STA. 10+00 TO 18+00
4	P&P LINE 'A' STA. 18+00 TO 23+00.48
5	P&P LINE 'B'
6	P&P LINE 'C' STA. 10+00 TO 18+00
7	P&P LINE 'C' STA. 18+00 TO STA. 23+28.70
8	P&P LINE 'D' STA. 10+00 TO STA. 18+00
9	P&P LINE 'D' STA. 18+00 TO STA. 23+70.81
10	P&P LINE 'E' STA. 10+00 TO STA. 18+00
11	P&P LINE 'E' STA. 18+00 TO STA. 23+04.11
12	STD. DETAILS
13	STD. DETAILS
14	STD. DETAILS

ONE CALL UTILITY LOCATION NUMBER  
 840-5032  
 1-800-522-6543

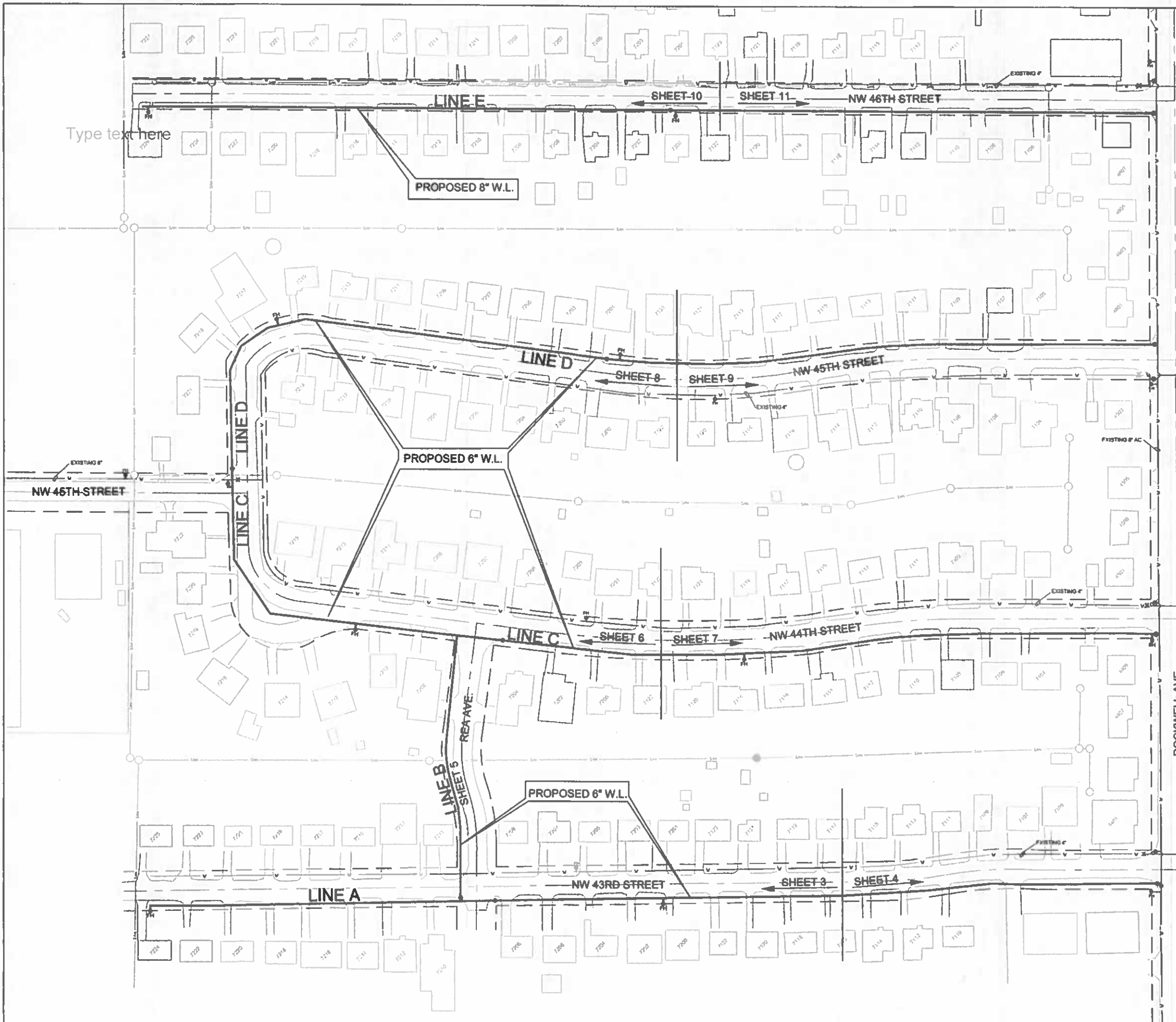
This number is to be used for information on the location of underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.



CONSTRUCTION MUST BEGIN WITHIN SIX (6) MONTHS FROM THE DATE OF APPROVAL, OR THAT APPROVAL IS WITHDRAWN.

APPROVED BY:  
 MAYOR: J.D. JOHNSTON  
 CLYDE E. TREAT, P.E. REG. #13239  
 CITY ENGINEER

DATE: 3-5-2



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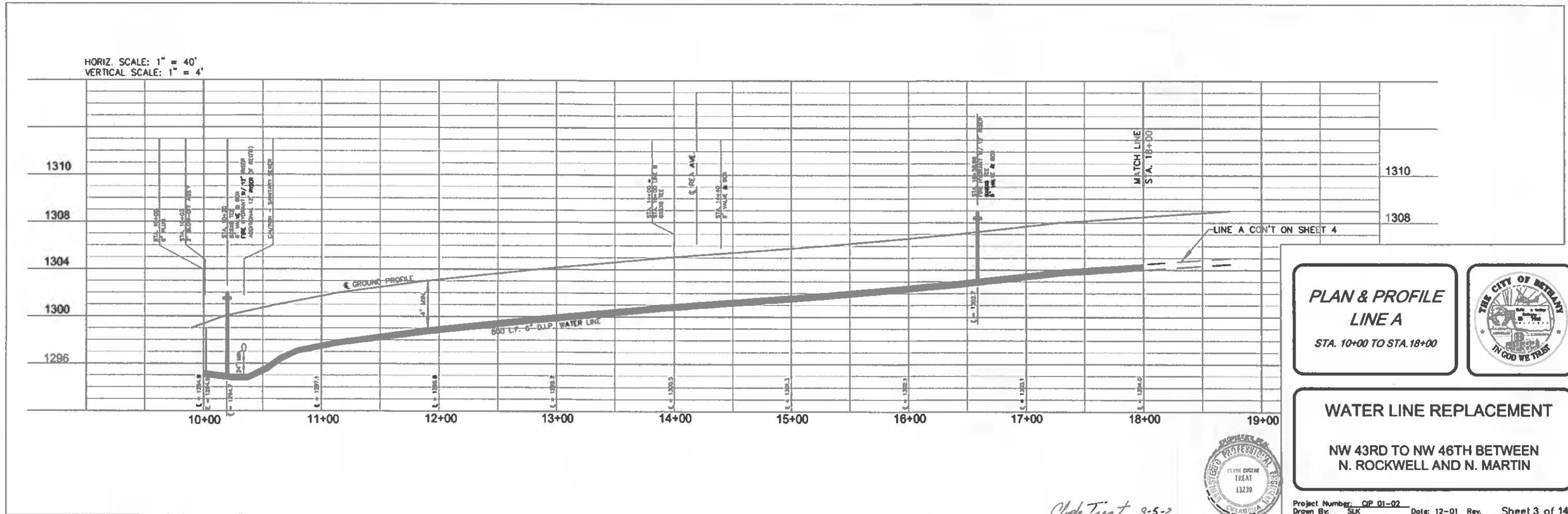
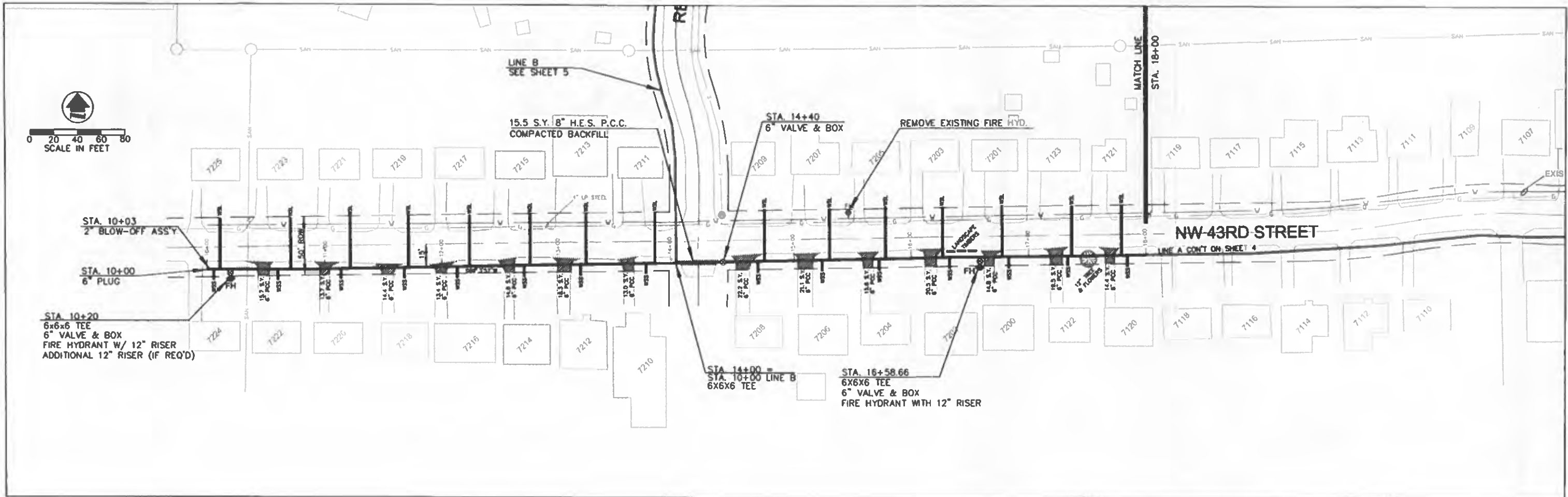


Clyde Treat 3-5-2

**GENERAL  
LAYOUT**



**WATER LINE REPLACEMENT**  
NW 43RD TO NW 46TH BETWEEN  
N. ROCKWELL AND N. MARTIN



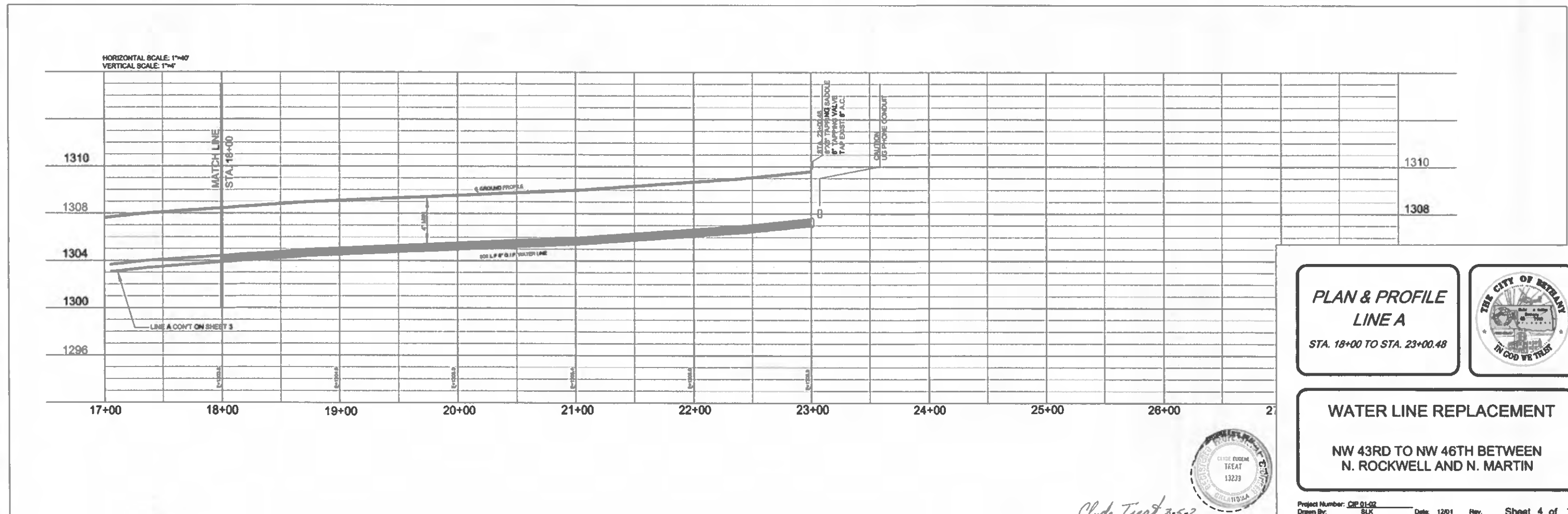
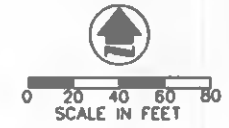
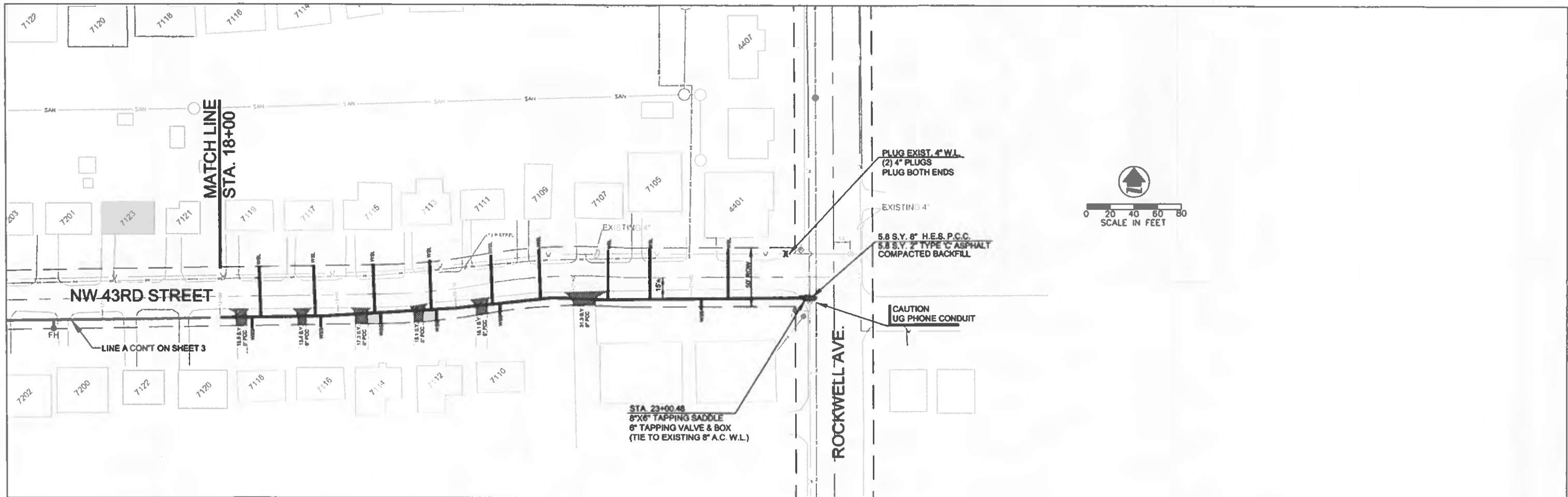
**PLAN & PROFILE**  
**LINE A**  
 STA. 10+00 TO STA. 18+00



**WATER LINE REPLACEMENT**  
 NW 43RD TO NW 46TH BETWEEN  
 N. ROCKWELL AND N. MARTIN



*Clyde Treat 3-5-2*



**PLAN & PROFILE**  
**LINE A**  
 STA. 18+00 TO STA. 23+00.48

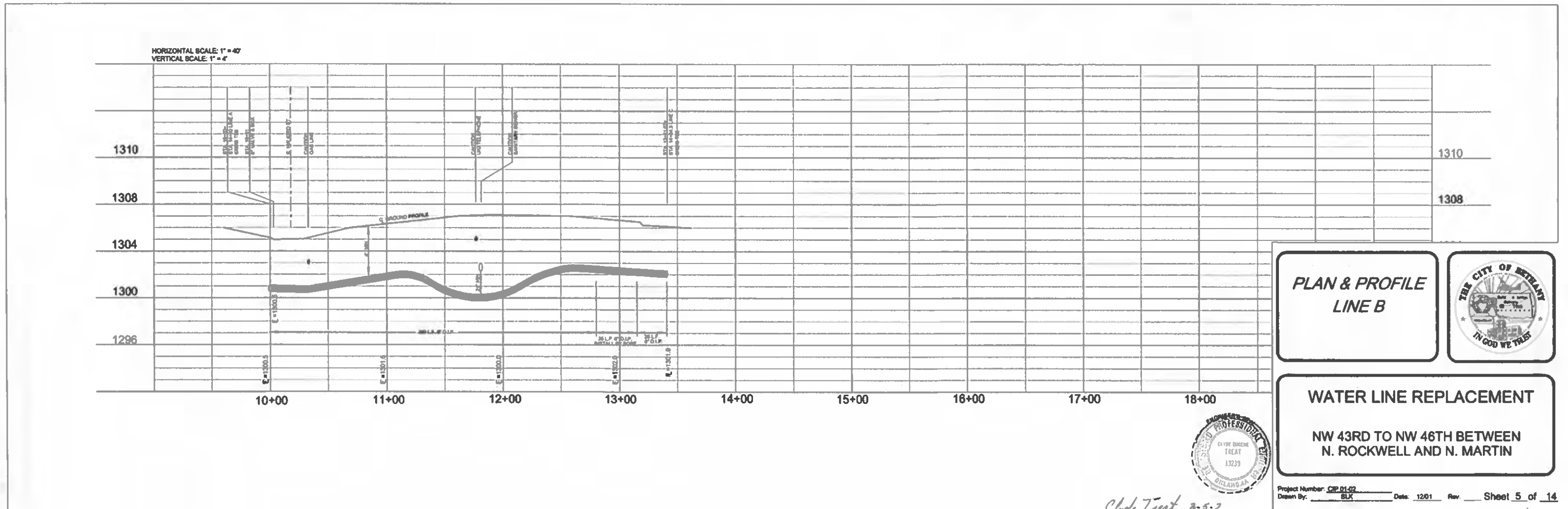
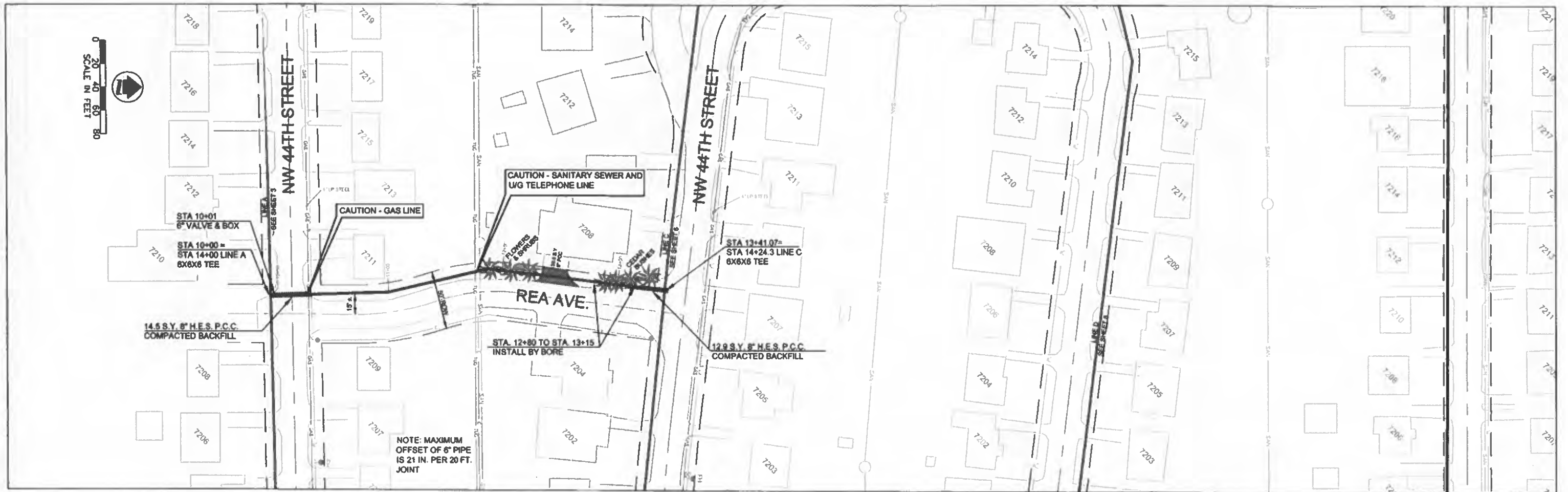


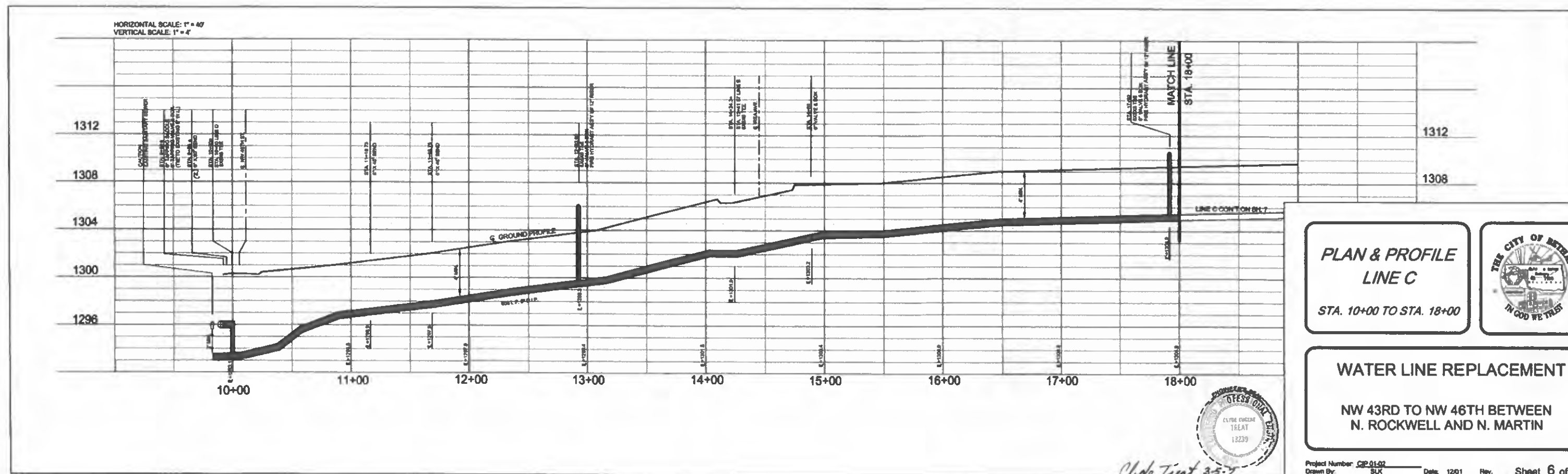
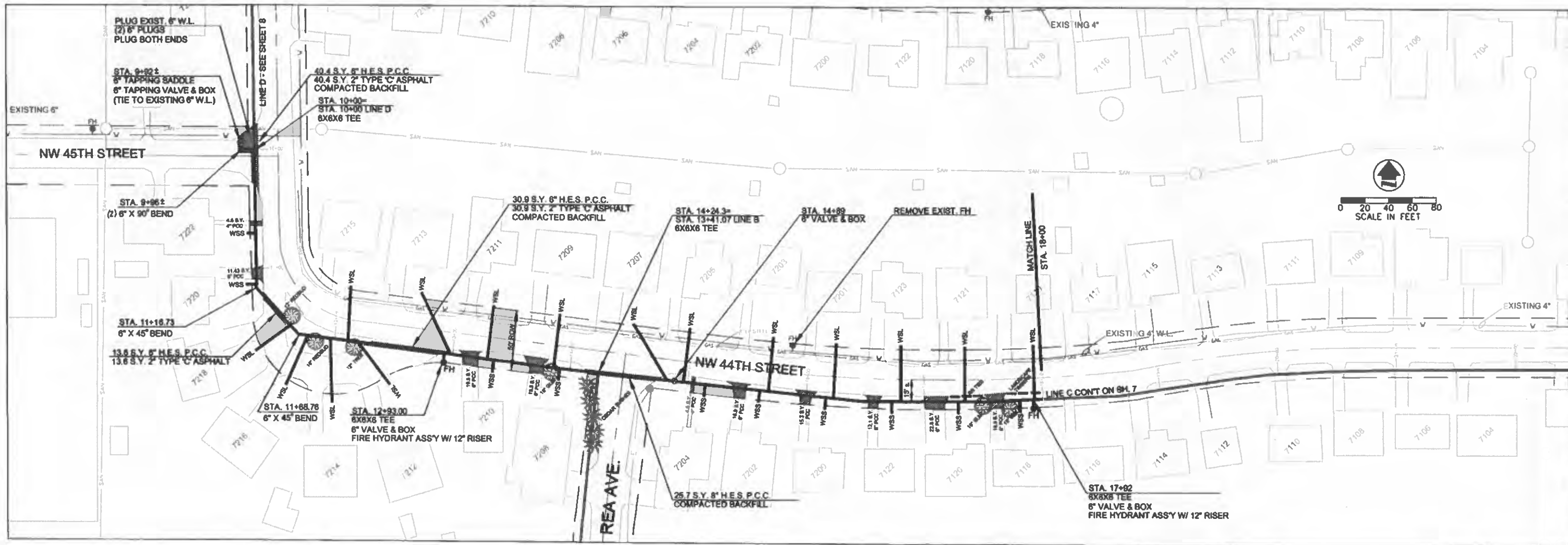
**WATER LINE REPLACEMENT**  
 NW 43RD TO NW 46TH BETWEEN  
 N. ROCKWELL AND N. MARTIN

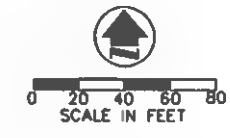
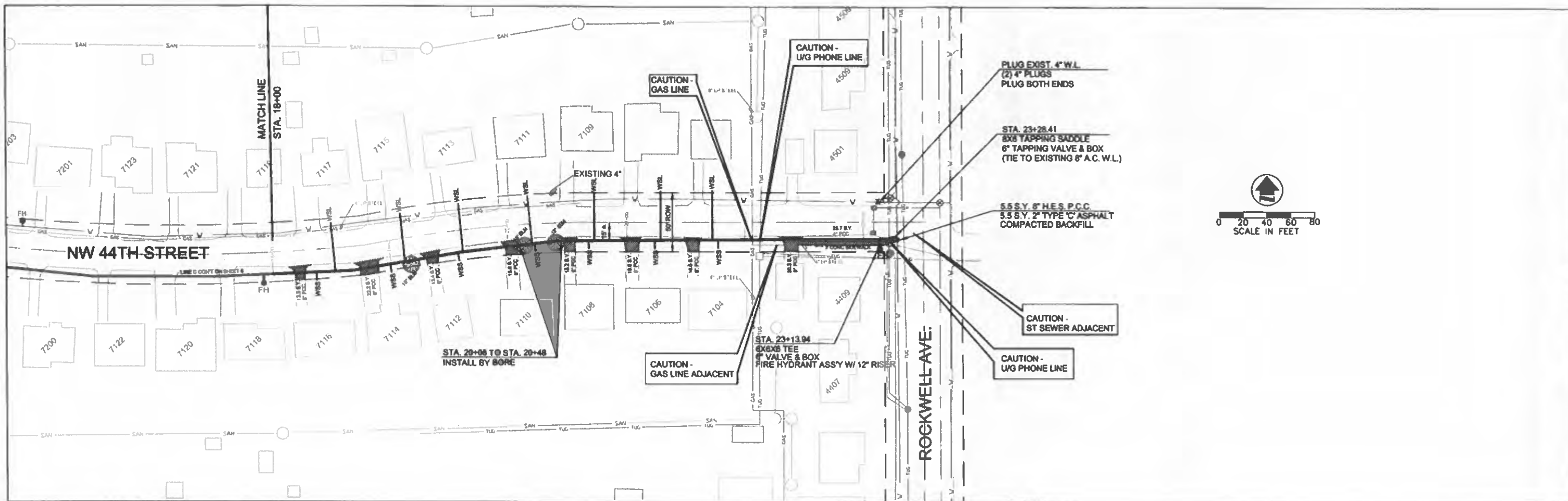


*Clyde Treat 3-5-2*

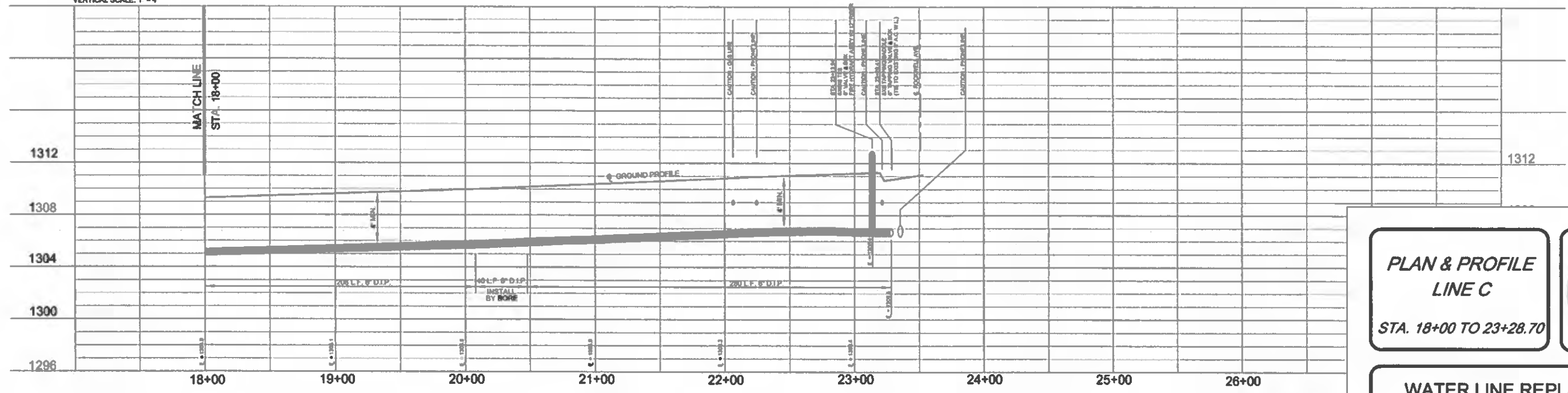








HORIZONTAL SCALE: 1" = 40'  
 VERTICAL SCALE: 1" = 4'



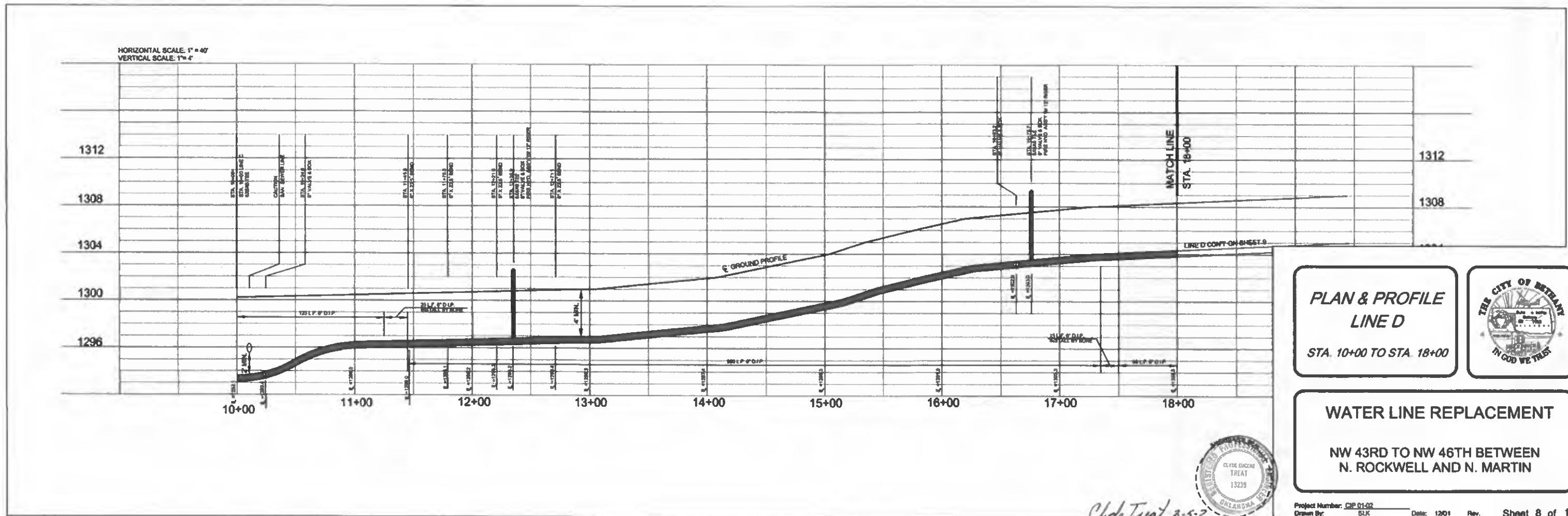
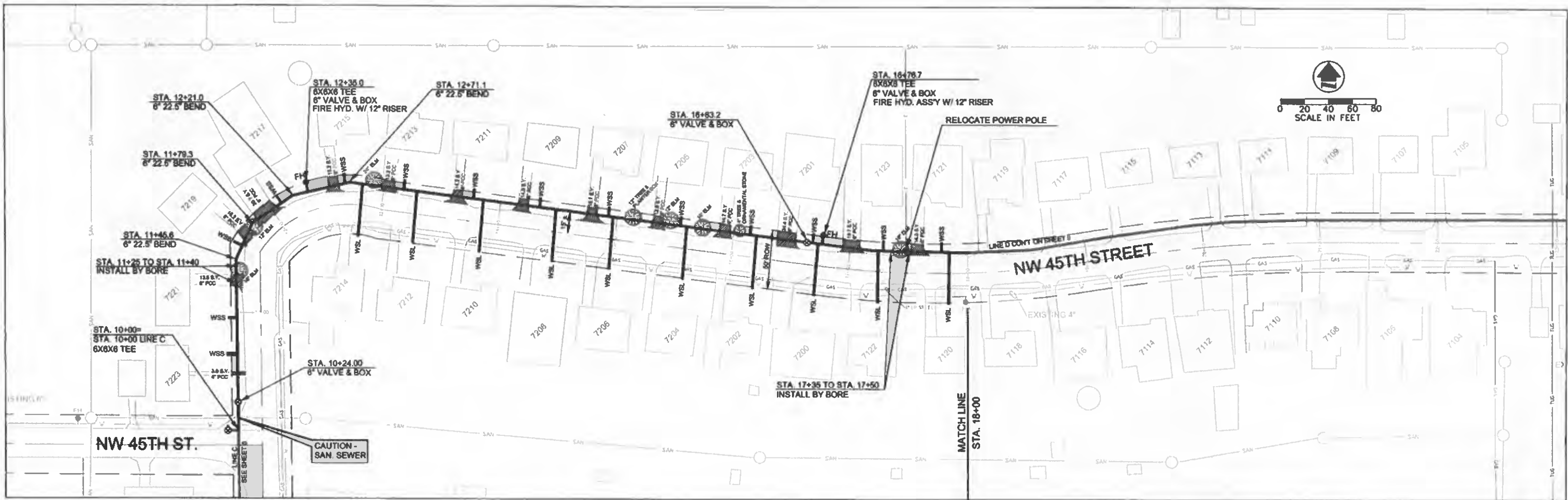
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 LINE C**  
 STA. 18+00 TO 23+28.70



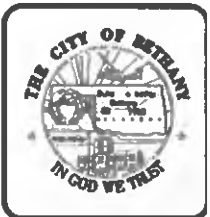
**WATER LINE REPLACEMENT**  
 NW 43RD TO NW 46TH BETWEEN  
 N. ROCKWELL AND N. MARTIN



*Clayton Treadwell 3-5-2*



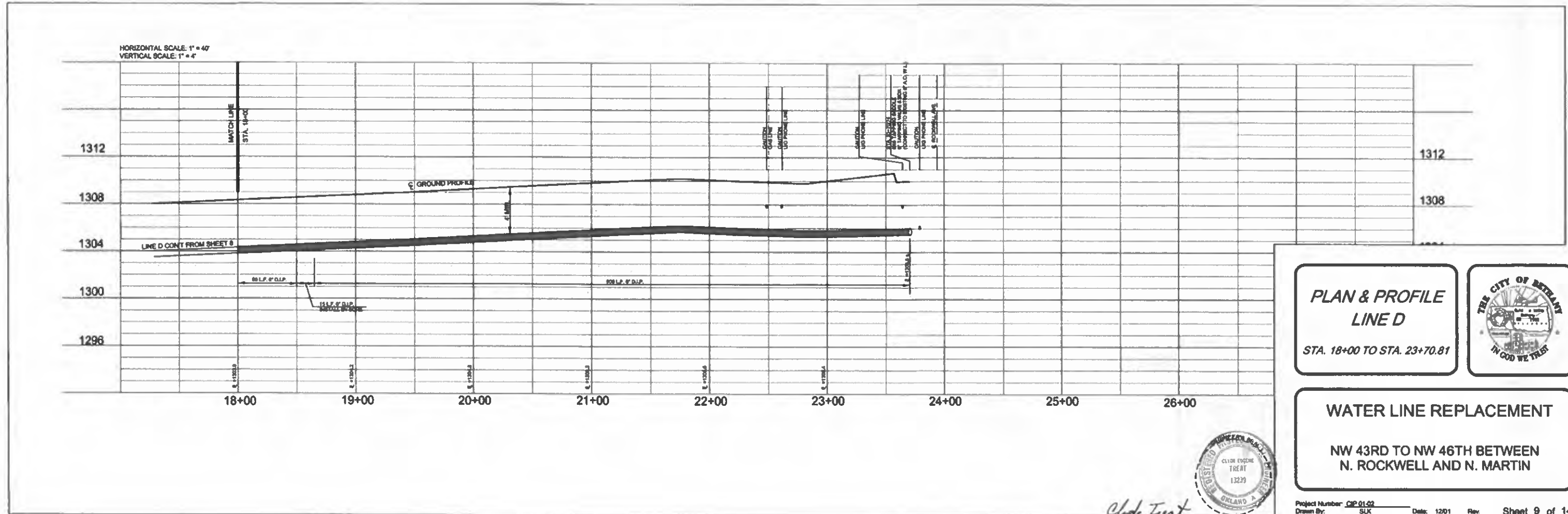
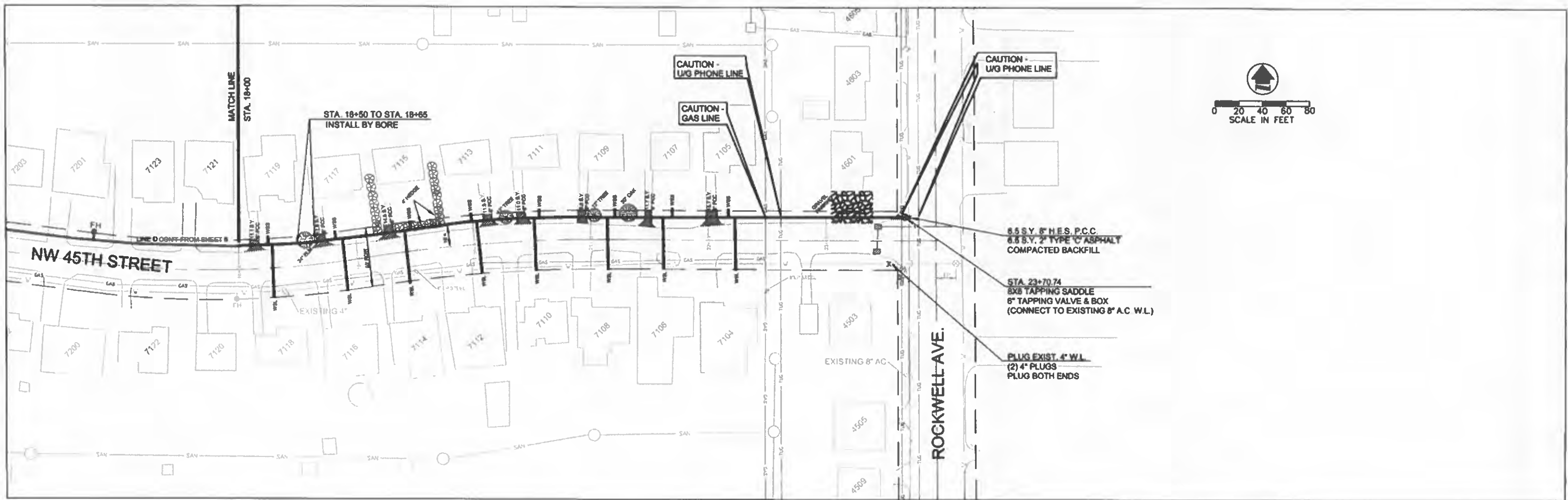
**PLAN & PROFILE  
LINE D**  
STA. 10+00 TO STA. 18+00



**WATER LINE REPLACEMENT**  
NW 43RD TO NW 46TH BETWEEN  
N. ROCKWELL AND N. MARTIN



*Clyde Treat 2-5-2*



**PLAN & PROFILE  
LINE D**

STA. 18+00 TO STA. 23+70.81

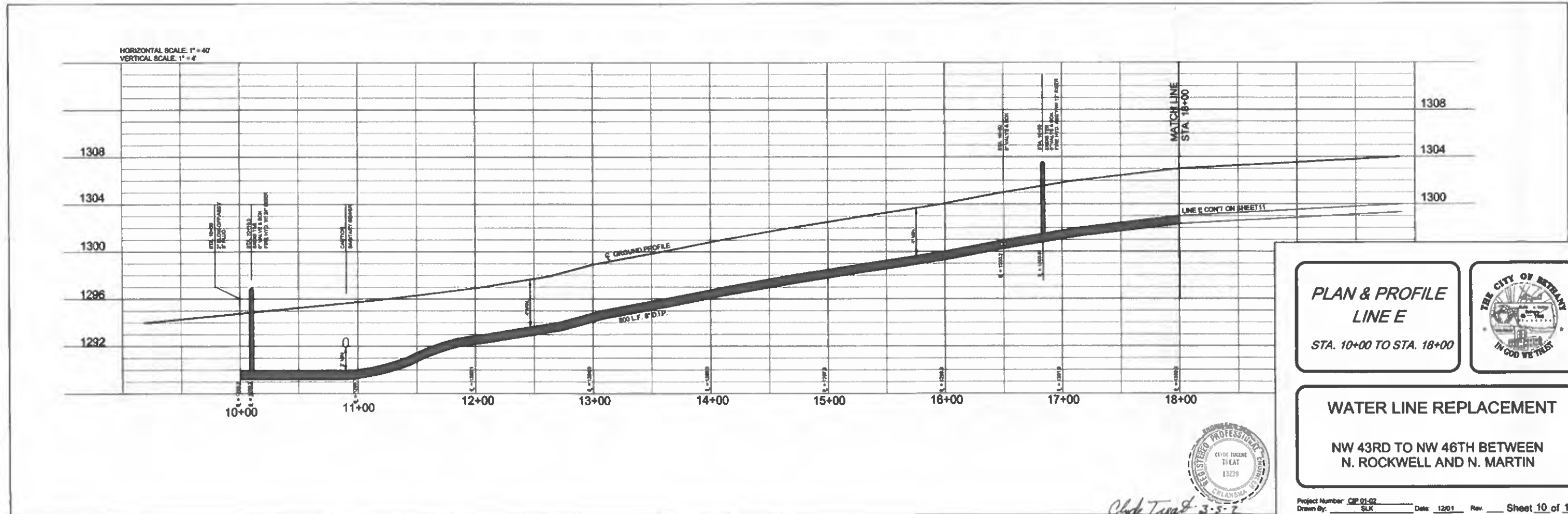
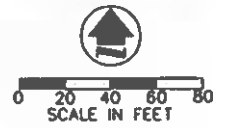
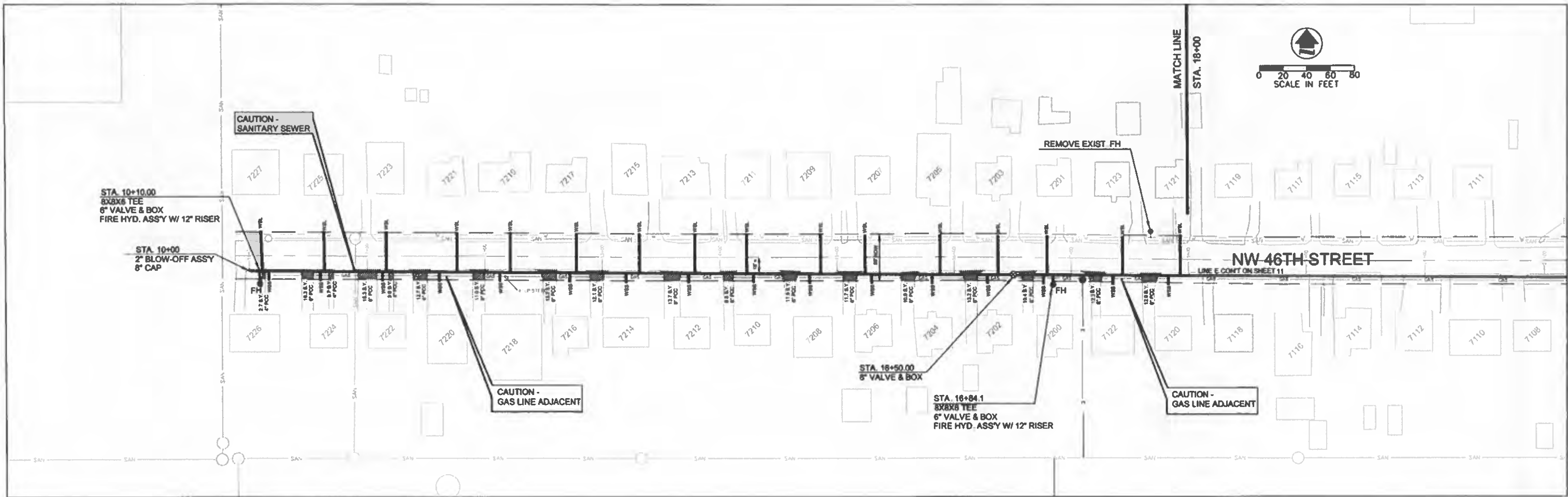


**WATER LINE REPLACEMENT**

NW 43RD TO NW 46TH BETWEEN  
N. ROCKWELL AND N. MARTIN



*Clifford A. ...*



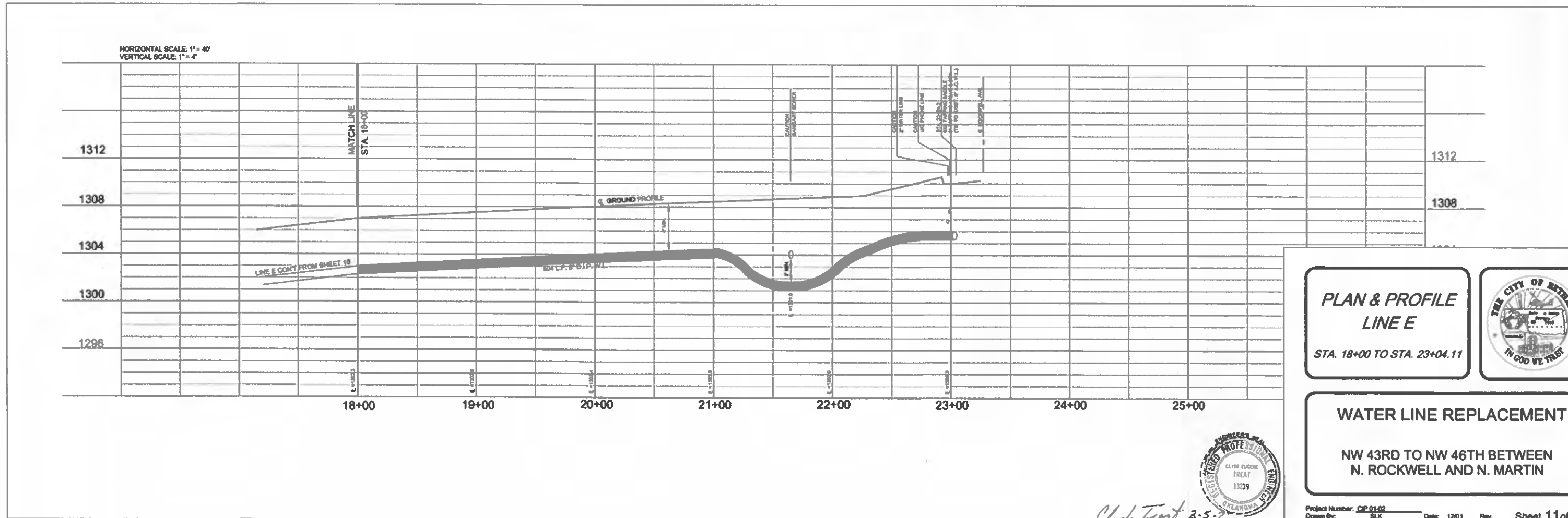
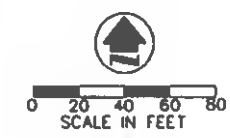
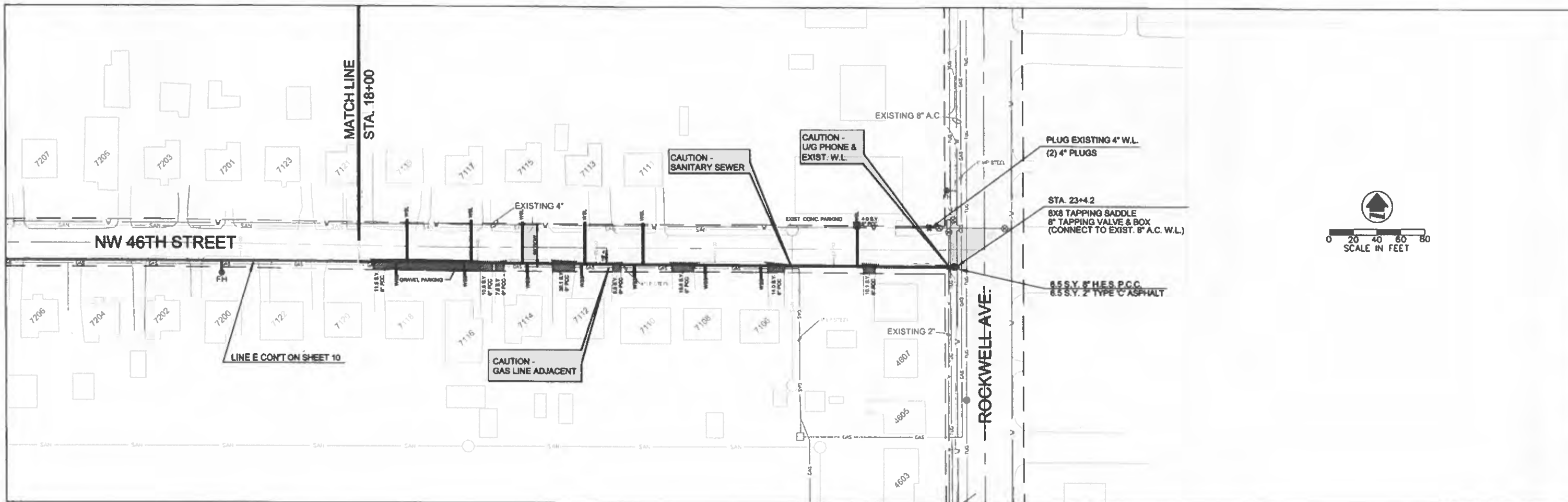
**PLAN & PROFILE**  
**LINE E**  
 STA. 10+00 TO STA. 18+00



**WATER LINE REPLACEMENT**  
 NW 43RD TO NW 46TH BETWEEN  
 N. ROCKWELL AND N. MARTIN



*Clyde Treadwell* 3-5-7



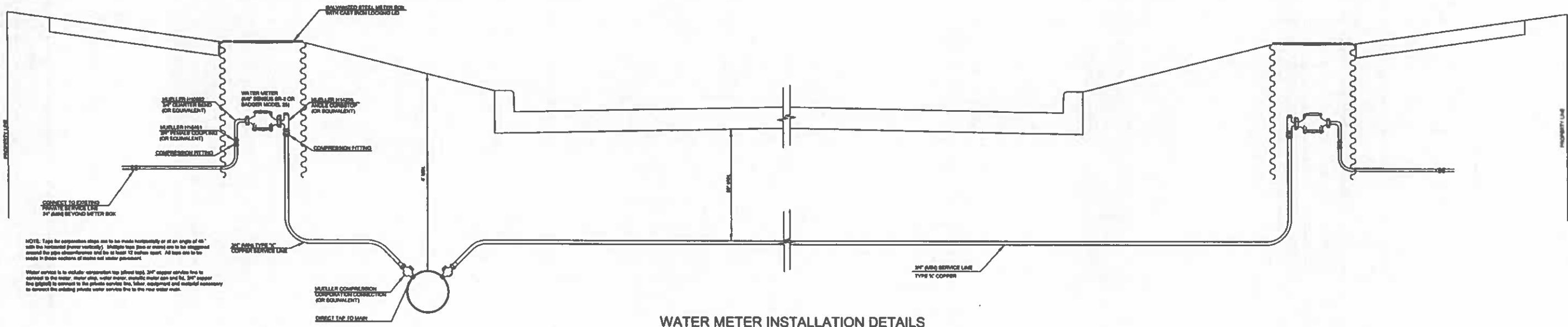
**PLAN & PROFILE**  
**LINE E**  
 STA. 18+00 TO STA. 23+04.11



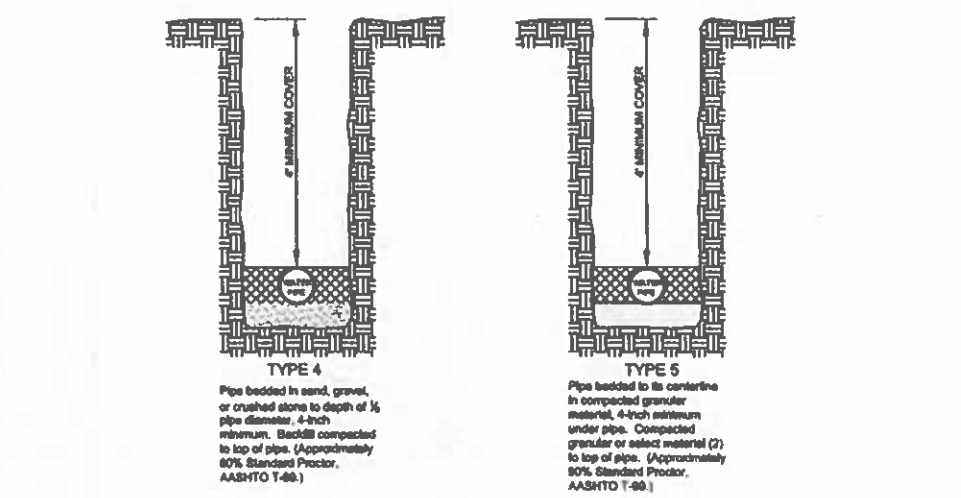
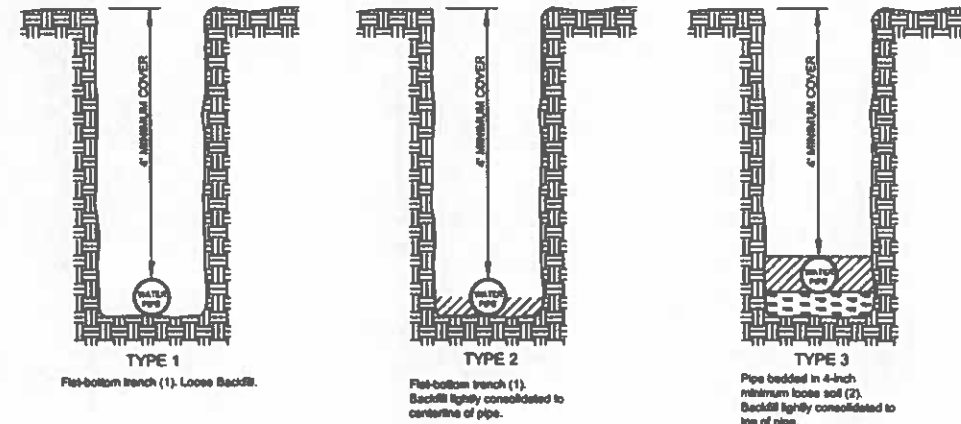
**WATER LINE REPLACEMENT**  
 NW 43RD TO NW 46TH BETWEEN  
 N. ROCKWELL AND N. MARTIN



*Chad Frost 3-5-2*



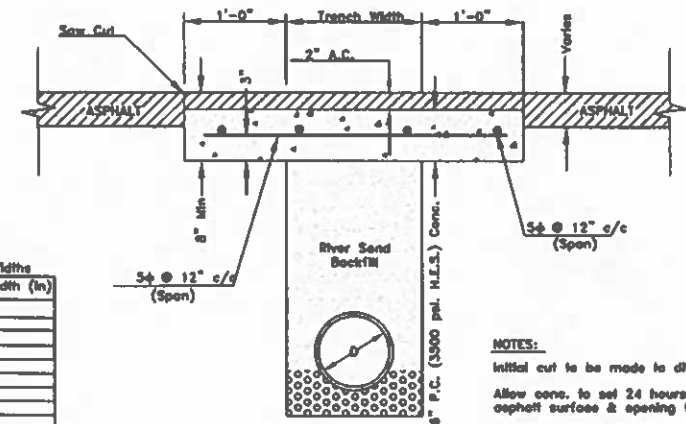
WATER METER INSTALLATION DETAILS



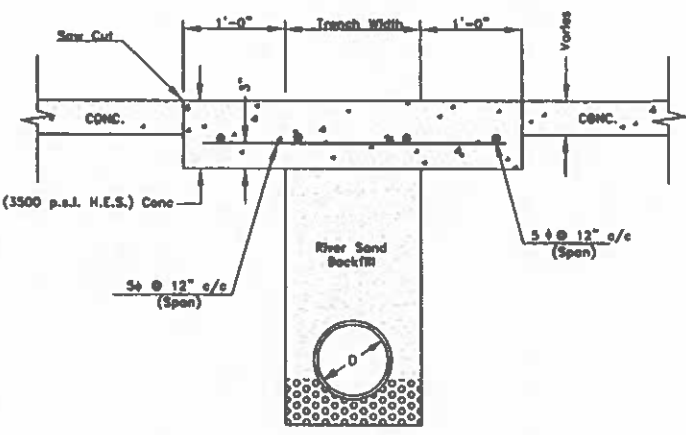
(1) "Flat-bottom" is defined as undisturbed earth.  
 (2) Loose soil or select material is defined as "native soil excavated from the trench, free of rocks, foreign materials, and frozen earth."

STANDARD LAYING CONDITIONS FOR DUCTILE IRON PIPE

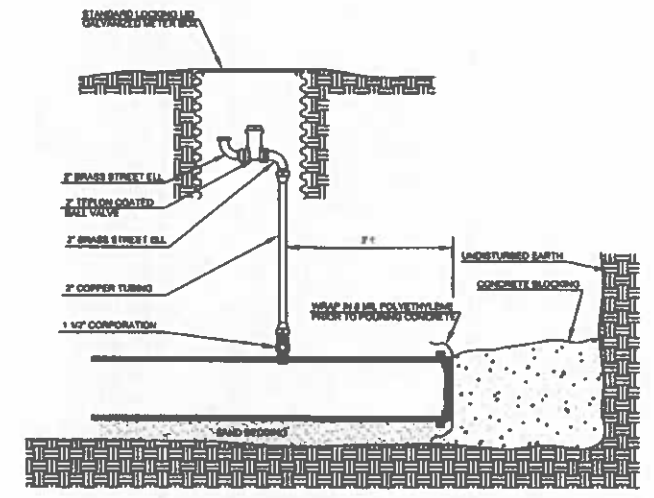
D (in)	Trench Width (in)
4	28
6	30
8	32
10	34
12	36
14	38
16	40
18	42
20	44
22	46
24	48
26	50



NOTES:  
 Initial cut to be made to ditch wall only.  
 Allow conc. to set 24 hours before applying asphalt surface & opening to traffic.  
 High early strength (H.E.S.) concrete shall attain a compressive strength of 2700 p.s.i. in 72 hours.  
 Engineer may approve the use of native material for backfill



TYPICAL SECTION  
 PAVING CUTS AND PERMANENT REPAIR



2" BLOW OFF

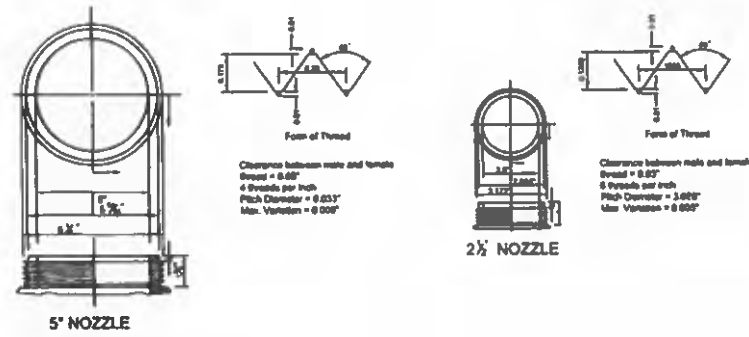
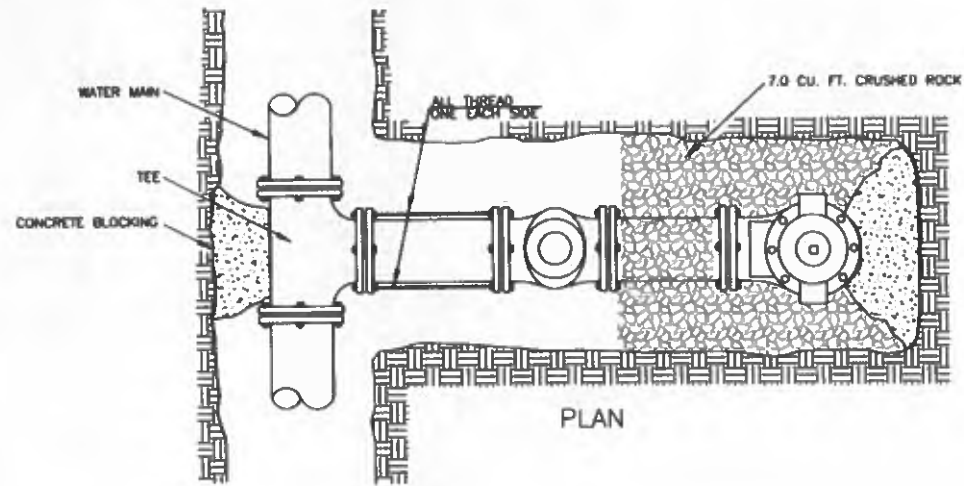
STANDARD DETAILS

WATER LINE REPLACEMENT  
 NW 43RD TO NW 46TH BETWEEN  
 ROCKWELL AVE. AND MARTIN AVE.

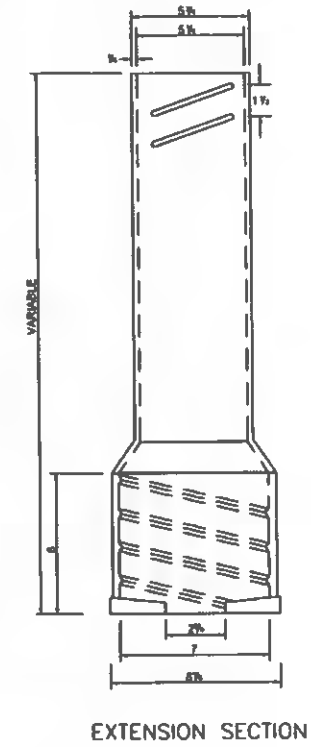
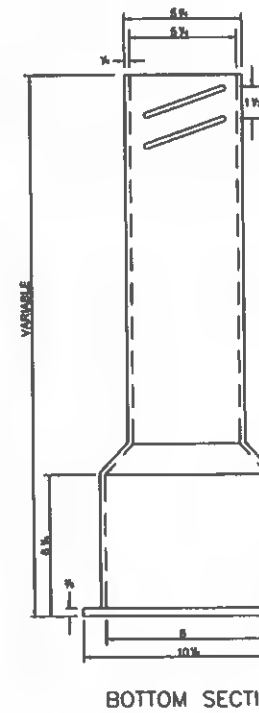
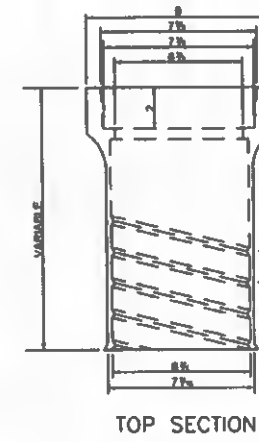
Professional Engineer Seal: CLYDE ELLIOTT TACAT 13239 OKLAHOMA 50740  
 Clyde Tact  
 2-5-2

200-124



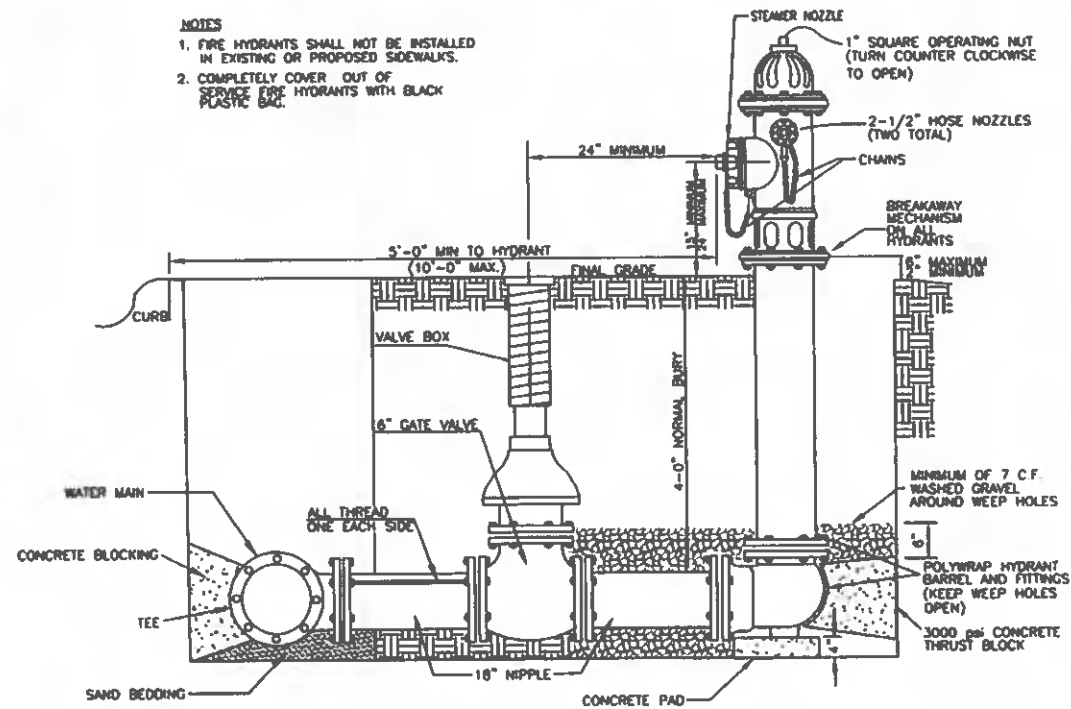


FIRE HYDRANT NOZZLE THREADS

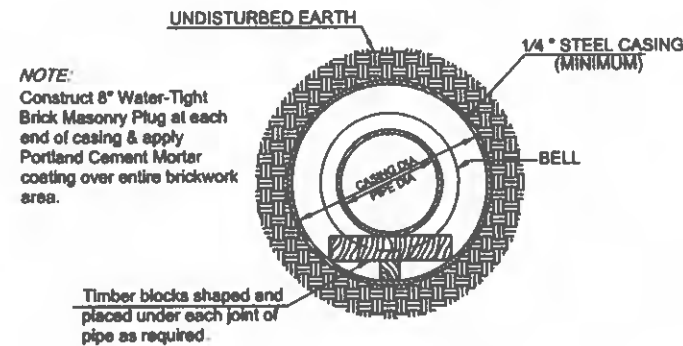


CAST IRON VALVE BOX & LID

- NOTES
1. FIRE HYDRANTS SHALL NOT BE INSTALLED IN EXISTING OR PROPOSED SIDEWALKS.
  2. COMPLETELY COVER OUT OF SERVICE FIRE HYDRANTS WITH BLACK PLASTIC BAG.



INSTALLATION OF FIRE HYDRANT ON NEW MAIN



TYPICAL SECTION FOR BORING PUBLIC STREETS

PIPE & STEEL CASING SCHEDULE

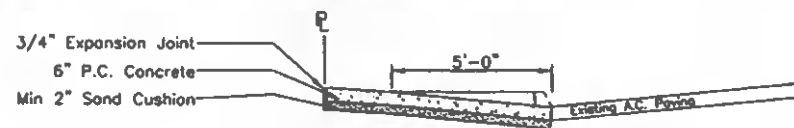
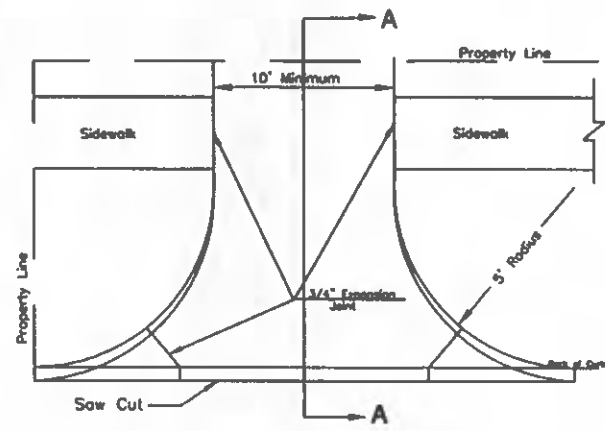
PIPE DIAMETER	CASING DIAMETER
4"	10"
6"	12"
8"	14" OR 16"
10"	18"
12"	20"
16"	24"
18"	26"
20"	30"
24"	33"



STANDARD DETAILS



WATER LINE REPLACEMENT  
NW 43RD TO NW 46TH BETWEEN  
ROCKWELL AVE. AND MARTIN AVE.

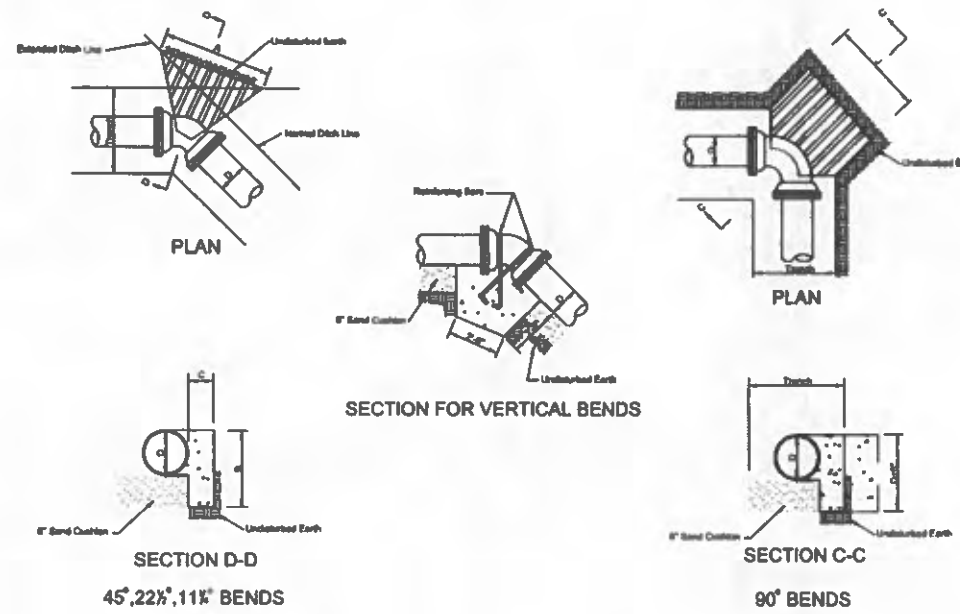


SECTION A-A

NOTES:

1. Contraction Joint Required for Drives 20' Wide & Over. Saw Cut 2" Deep & Fill With Approved Sealer.
2. Drive to be at Least Curb Height 5" Back of Curb Face. Drive May Increase or Decrease in Elevation Back of This Point.
3. Cut & Remove the Complete Curb & Gutter Section or the Curb Only on a 24" Gutter Section if the Gutter is in Good Condition. Remove All of Gutter When Connecting With 10" Gutter. Saw Cuts Shall Include the Top & Face of Curb as Well as the Gutter. Saw Cut Shall be Made Prior to the Removal of Concrete.

RESIDENTIAL DRIVEWAY DETAIL

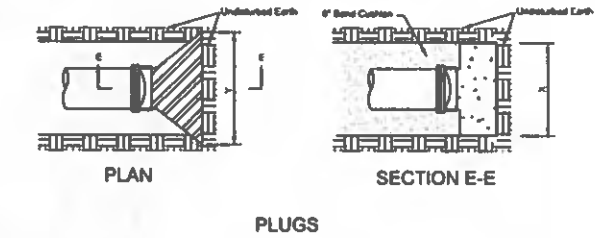


DIMENSIONS FOR CONCRETE ANCHORAGES

Pipe Dia.	Trench Width	45° Bend			22 1/2° Bend			11 1/2° Bend			Tee or Plug		
		A	B	C	A	B	C	A	B	C	X	Y	J
36	80	7'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	4'-0"	3'-4"	6'-5"
30	54	5'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	3'-6"	3'-0"	5'-8"
24	44	3'-9"	2'-6"	1'-10"	2'-8"	2'-6"	1'-1"	2'-0"	2'-8"	1'-0"	3'-3"	3'-0"	4'-9"
20	39	2'-9"	2'-2"	1'-6"	2'-0"	2'-2"	1'-1"	2'-0"	2'-2"	11"	3'-0"	2'-0"	4'-1"
18	37	2'-3"	2'-0"	1'-6"	2'-0"	2'-0"	1'-1"	2'-0"	2'-0"	11"	2'-3"	2'-0"	3'-9"
16	35	2'-0"	1'-10"	1'-5"	2'-0"	1'-10"	1'-1"	2'-0"	1'-10"	11"	1'-6"	2'-0"	3'-8"
12	30	2'-0"	1'-8"	1'-4"	2'-0"	1'-6"	1'-0"	2'-0"	1'-6"	11"	1'-0"	2'-0"	3'-0"
10	28	2'-0"	1'-4"	1'-4"	2'-0"	1'-4"	1'-0"	1'-10"	1'-4"	11"	1'-0"	1'-6"	2'-8"
8	26	2'-0"	1'-2"	1'-4"	1'-10"	1'-2"	1'-0"	1'-8"	1'-2"	11"	10"	1'-6"	2'-4"
6	24	2'-0"	1'-1"	1'-4"	1'-10"	1'-1"	1'-0"	1'-6"	1'-1"	11"	8"	1'-4"	2'-1"

- NOTE: 1. THRUST BLOCKS ARE REQUIRED WHENEVER THE PIPELINE CHANGES DIRECTION, CHANGES SIZE, DEAD ENDS AND AT FIRE HYDRANTS.  
 2. NO CONCRETE SHALL BE POLURED ON ANY PART OF THE JOINT, INCLUDING BOLTS. USE POLYETHYLENE FILM BETWEEN THE FITTING AND THE BLOCK.  
 3. BLOCKING TO BE AGAINST UNDISTURBED TRENCH WALLS AND BOTTOM.  
 4. CONCRETE SHOULD BE A MINIMUM OF 3500 PSI COMPRESSIVE STRENGTH AT 28 DAYS.

THRUST BLOCKING DETAILS



PLUGS



Chad Treat 3.5-2

STANDARD  
DETAILS



WATER LINE REPLACEMENT  
NW 43RD TO NW 46TH BETWEEN  
ROCKWELL AVE. AND MARTIN AVE.

Project Number: CIP 01-02  
 Drawn By: SLK Date: 12-01 Rev. Sheet 14 of 14

300-174

**City of Bethany General Fund**  
**Statement of Revenues and Expense**  
**November 2023**

AGENDA: 12/19/2023  
ITEM: 10 (A)

**Revenues**

	<b>2023-2024</b>	<b>November</b>	<b>Year to Date</b>	<b>Year to Date</b>	<b>Budget</b>
	<b>Annual Budget</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Percentage of Budget</b>	<b>Remaining</b>
SALES TAX 82.5% DEDICATED	4,915,581.00	442,341.00	2,140,374.00	43.54%	2,775,207.00
USE TAX REVENUE	1,340,722.00	117,251.00	610,676.00	45.55%	730,046.00
HOTEL TAX REVENUE	53,583.00	3,828.00	23,797.00	44.41%	29,786.00
CABLE FRANCHISE TAX REVENUE	105,852.00	25,189.00	25,189.00	23.80%	80,663.00
PHONE FRANCHISE TAX REVENUE	24,038.00	2,394.00	32,118.00	133.61%	-8,080.00
UTILITY FRANCHISE TAX REVENUE	751,061.00	55,820.00	368,179.00	49.02%	382,882.00
OCCUPATIONAL LICENSE REVENUE	28,119.00	1,715.00	20,977.00	74.60%	7,142.00
BUILDING PERMIT REVENUE	28,246.00	1,806.00	22,889.00	81.03%	5,357.00
INSPECTION PERMIT REVENUE	33,446.00	4,693.00	29,752.00	88.96%	3,694.00
ZONING PERMITS	1,094.00	0.00	0.00	0.00%	1,094.00
ANIMAL LICENSE REVENUE	0.00	20.00	217.00	0.00%	-217.00
ABATEMENT REVENUE	0.00	1,426.00	4,496.00	0.00%	-4,496.00
MOTOR FUEL TAX REVENUE	37,049.00	2,985.00	15,564.00	42.01%	21,485.00
COMMERCIAL VEH TAX REVENUE	139,694.00	12,764.00	54,905.00	39.30%	84,789.00
CIGARETTE TAX REVENUE	42,592.00	3,085.00	16,113.00	37.83%	26,479.00
ALCOHOL BEVERAGE TAX REVENUE	57,391.00	4,203.00	22,430.00	39.08%	34,961.00
ACCOUNTING SERVICE REVENUE	26,400.00	0.00	19,800.00	75.00%	6,600.00
EMERGENCY MEDICAL CALL SVC FEE	279,415.00	23,370.00	117,013.00	41.88%	162,402.00
STORMWATER COMPLIANCE FEE	323,352.00	26,992.00	135,091.00	41.78%	188,261.00
CEMETARY LOT SALES REVENUE	34,200.00	2,200.00	4,950.00	14.47%	29,250.00
MINERAL RIGHTS & ROYALTIES REV	34,853.00	633.00	4,619.00	13.25%	30,234.00
POLICE FINES & COURT COST REV	813,252.00	38,159.00	267,435.00	32.88%	545,817.00
INTEREST INCOME	13,515.00	1.00	12,280.00	90.86%	1,235.00
MISCELLANEOUS REVENUE	108,290.00	1,803.00	48,520.00	44.81%	59,770.00
REIMBURSEMENT REVENUE	30,386.00	655.00	10,883.00	35.82%	19,503.00
CREDIT CARD FEES	102,913.00	8,250.00	42,494.00	41.29%	60,419.00
GRANT REVENUE	134,000.00	2,640.00	17,264.00	12.88%	116,736.00
OMAG REFUNDS	0.00	0.00	0.00	0.00%	0.00
ECONOMIC DEV PROMO & EVENT RE	0.00	0.00	120.00	0.00%	-120.00
OMAG WORKER'S COMP REFUNDS	48,483.00	0.00	7,824.00	16.14%	40,659.00
<b>Total Revenues</b>	<b>9,507,527.00</b>	<b>784,223.00</b>	<b>4,075,969.00</b>	<b>42.87%</b>	<b>5,431,558.00</b>
<b>Transfers In</b>	<b>2,328,894.00</b>	<b>179,167.00</b>	<b>895,835.00</b>	<b>38.47%</b>	<b>1,433,059.00</b>
<b>Total Revenues and Transfers In</b>	<b>11,836,421.00</b>	<b>963,390.00</b>	<b>4,971,804.00</b>	<b>42.00%</b>	<b>6,864,617.00</b>

**Expenses**

	<b>2023-2024 Annual Budget</b>	<b>November Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
01.0-MANAGEMENT	1,039,918.00	95,227.00	405,814.00	39.02%	634,104.00
02.0-FINANCE	429,104.00	40,066.00	185,521.00	43.23%	243,583.00
03.0-MUNICIPAL COURT	620,081.00	56,640.00	215,195.00	34.70%	404,886.00
04.0-ENGINEERING	209,000.00	72,355.00	72,355.00	34.62%	136,645.00
05.0-POLICE	4,699,604.00	543,027.00	1,932,021.00	41.11%	2,767,583.00
06.0-FIRE	2,910,684.00	413,705.00	1,334,013.00	45.83%	1,576,671.00
07.0-COMMUNITY DEV	620,108.00	55,052.00	208,206.00	33.58%	411,902.00
08.1-PW ADMIN	190,503.00	17,463.00	63,484.00	33.32%	127,019.00
08.2-STREETS	1,215,182.00	98,554.00	538,306.00	44.30%	676,876.00
08.4-FLEET MAINT	133,624.00	8,804.00	32,124.00	24.04%	101,500.00
08.5-PARKS	600,557.00	71,451.00	214,517.00	35.72%	386,040.00
98.0-CONTINGENCY	606,000.00	0.00	0.00	0.00%	606,000.00
<b>TOTAL EXPENDITURES</b>	<b>13,274,365.00</b>	<b>1,472,344.00</b>	<b>5,201,556.00</b>	<b>39.18%</b>	<b>8,072,809.00</b>
<b>Transfers Out</b>	<b>790,613.00</b>	<b>177,000.00</b>	<b>565,000.00</b>	<b>71.46%</b>	<b>0.00</b>
<b>Total Expenses and Transfers Out</b>	<b>14,064,978.00</b>	<b>1,649,344.00</b>	<b>5,766,556.00</b>	<b>41.00%</b>	<b>8,072,809.00</b>
<b>Revenues over (under) expenses</b>	<b>-2,228,557.00</b>	<b>-685,954.00</b>	<b>-794,752.00</b>	<b>35.66%</b>	<b>-1,208,192.00</b>

**Bethany Public Works Authority**  
**Statement of Revenues and Expenses**  
**November 2023**

**Revenues**

	<b>2023-2024 Annual Budget</b>	<b>November Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
RESIDENTIAL PENALTY REVENUE	155,328.00	17,585.00	82,059.00	52.83%	73,269.00
COMMERCIAL PENALTY REVENUE	60,000.00	3,026.00	10,309.00	17.18%	49,691.00
SOLID WASTE REVENUE	2,985,427.00	249,244.00	1,270,716.00	42.56%	1,714,711.00
WATER REVENUE	4,005,487.00	363,231.00	1,766,709.00	44.11%	2,238,778.00
WATER TAP REVENUE	2,513.00	450.00	45,672.00	1817.43%	-43,159.00
SEWER REVENUE	3,025,164.00	242,479.00	1,204,404.00	39.81%	1,820,760.00
SEWER TAP REVENUE	257.00	0.00	2,700.00	1050.58%	-2,443.00
INTEREST INCOME	116,187.00	12,289.00	123,727.00	106.49%	-7,540.00
LEASE REVENUE	149,091.00	4,752.00	80,114.00	53.73%	68,977.00
SCRAP METAL REVENUE	0.00	0.00	1,218.00	0.00%	-1,218.00
MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00%	0.00
*** TOTAL REVENUE ***	10,499,454.00	893,056.00	4,587,628.00	43.69%	5,911,826.00
<b>Total Revenues and Transfers In</b>	10,499,454.00	893,056.00	4,587,628.00	43.69%	5,911,826.00

**Expenses**

	<b>2023-2024 Annual Budget</b>	<b>November Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
02.0-BPWA FINANCE	515,597.00	48,353.00	215,756.00	41.85%	299,841.00
08.1-BPWA ADMIN	200,503.00	20,079.00	70,044.00	34.93%	130,459.00
08.3-BPWA SANITATION	2,169,976.00	212,995.00	615,438.00	28.36%	1,554,538.00
08.4-BPWA FLEET MAINT	133,624.00	1,918.00	12,201.00	9.13%	121,423.00
12.0-BPWA WATER PLANT	2,167,158.00	443,606.00	1,035,279.00	47.77%	1,131,879.00
12.1-BPWA WATER LINE	484,500.00	67,105.00	211,654.00	43.69%	272,846.00
12.2-BPWA SEWER LINE	2,232,400.00	39,094.00	405,981.00	18.19%	1,826,419.00
97.0-DEBT SERVICE INTERST EXP	250,000.00	15,446.00	101,658.00	40.66%	148,342.00
98.0-CONTINGENCY	250,000.00	0.00	0.00	0.00%	250,000.00
99.0-TRANSFERS OUT	2,150,000.00	179,167.00	895,835.00	41.67%	1,254,165.00
<b>Total Expenses and Transfers Out</b>	10,553,758.00	1,027,763.00	3,563,846.00	33.77%	6,989,912.00
<b>DEBT SERVICE PRINCIPAL</b>	1,115,614.00	78,333.00	533,829.00	47.85%	581,785.00
<b>Revenues over (under) Expenses/Debt Service</b>	-1,169,918.00	-213,040.00	489,953.00	-41.88%	-1,659,871.00

**City of Bethany**  
**Capital Improvement Fund**  
**Statement of Revenue And Expense**  
**November 2023**

**Revenues**

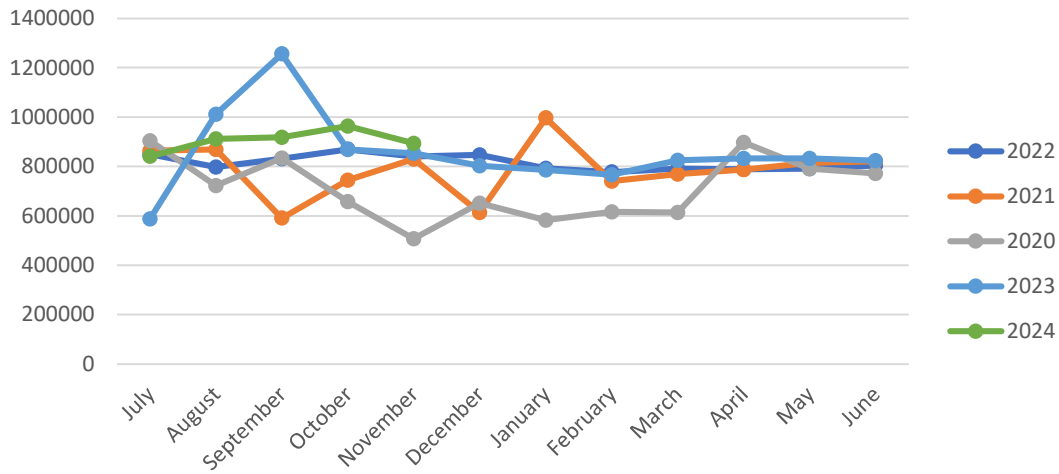
	<b>2023-2024 Annual Budget</b>	<b>November Revenue</b>	<b>Year to Date Revenue</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
SALES TAX 17.5% DEDICATED	1,123,120.00	93,830.00	454,019.00	40.42%	669,101.00
INTEREST REVENUE	1,438.00	0.00	1,215.00	84.49%	223.00
TRANSFER FROM GF	648,613.00	35,000.00	423,000.00	65.22%	225,613.00
MISCELLANEOUS REVENUE	365,289.00	0.00	365,289.22	100.00%	-0.22
GRANT REVENUE	609,161.00	0.00	315,714.00	0.00%	293,447.00
<b>Total Revenue</b>	<b>2,747,621.00</b>	<b>128,830.00</b>	<b>1,559,237.22</b>	<b>56.75%</b>	<b>1,188,383.78</b>

**Expenses**

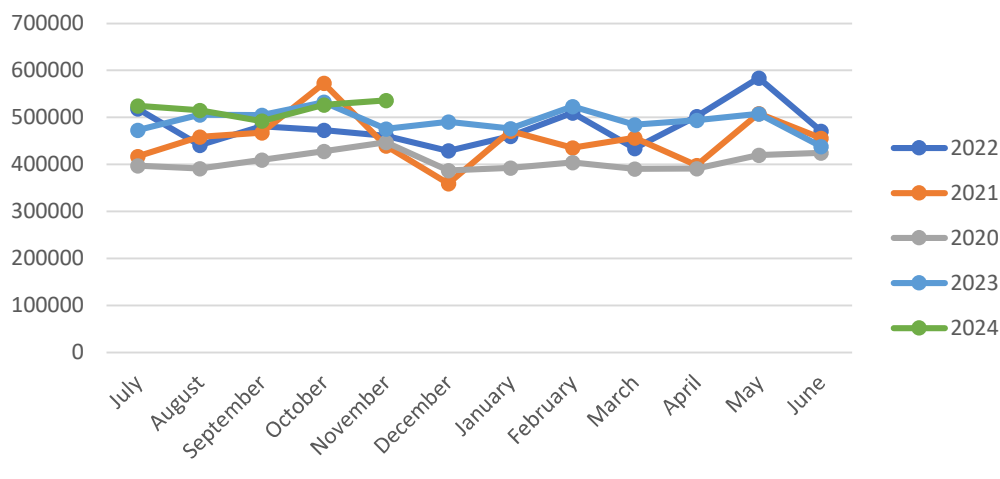
	<b>2023-2024 Annual Budget</b>	<b>November Expenses</b>	<b>Year to Date Expenses</b>	<b>Year to Date Percentage of Budget</b>	<b>Budget Remaining</b>
Capital Projects					
RIPPER PARK POOL	85,000.00	0.00	0.00	0.00%	85,000.00
CDBG GRANT MATCH	345,463.00	121,252.00	344,586.00	99.75%	877.00
31ST STREET LIFT STATION	231,000.00	0.00	0.00	0.00%	231,000.00
FIRE TRUCK LEASE PAYMENT	85,000.00	0.00	0.00	0.00%	85,000.00
SANITATION TRUCK	243,623.00	231,600.00	231,600.00	95.06%	12,023.00
CRRSAA ROCKWELL PROJECT	695,661.00	6,745.00	39,529.00	5.68%	656,132.00
CITY HALL HVAC REPLACEMENT	60,000.00	24,587.00	24,587.00	40.98%	35,413.00
PW 1/2 TON TRUCK W/ TOMMY LIF	36,000.00	0.00	0.00	0.00%	36,000.00
STREETS 1 TON TRUCK W/ DUMP	60,035.00	0.00	0.00	0.00%	60,035.00
DISPATCH CONSOLE	95,000.00	0.00	0.00	0.00%	95,000.00
PW MINI TRAC LOADER	29,000.00	0.00	0.00	0.00%	29,000.00
ODOT/SNU PROJECT	507,402.00	0.00	507,402.00	100.00%	0.00
REPLACEMENT DUMPSTERS	54,900.00	17,370.00	17,370.00	31.64%	37,530.00
COMM. DEV. TRUCK	40,000.00	0.00	38,461.00	96.15%	1,539.00
PD HVAC	20,000.00	0.00	0.00	0.00%	20,000.00
PW ZTR MOWER	20,000.00	18,654.00	18,654.00	93.27%	1,346.00
PW FLAIL MOWER	9,000.00	0.00	0.00	0.00%	9,000.00
<b>Total Capital Projects</b>	<b>2,617,084.00</b>	<b>420,208.00</b>	<b>1,222,189.00</b>	<b>46.70%</b>	<b>1,394,895.00</b>

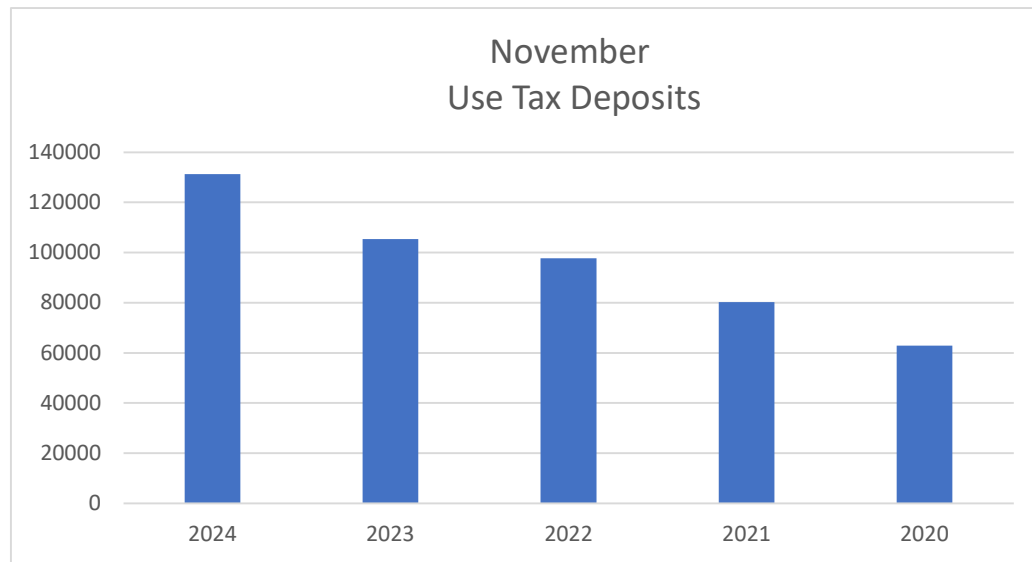
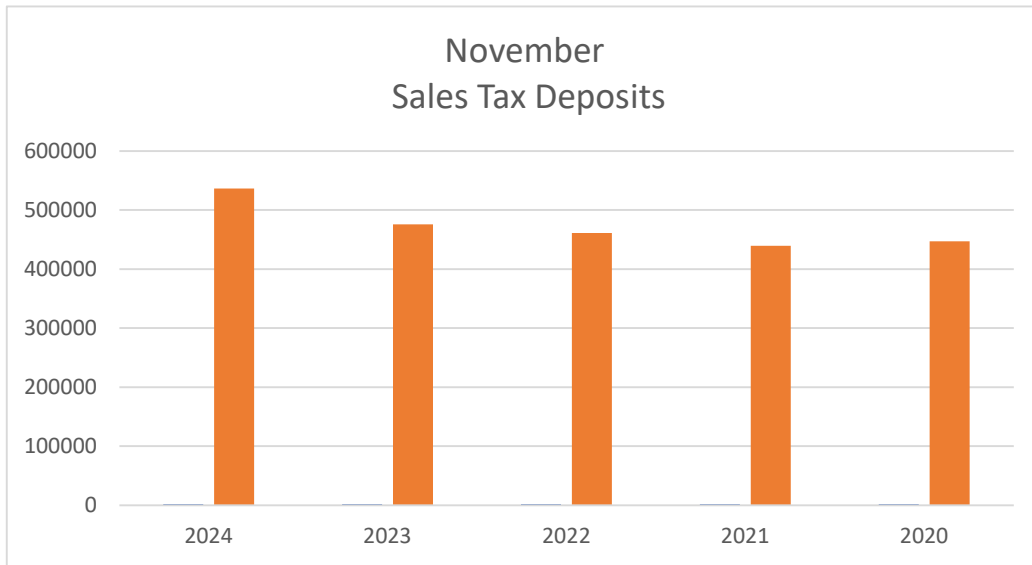
<b>Revenues Over (under) Expenses</b>	<b>130,537.00</b>	<b>-291,378.00</b>	<b>337,048.22</b>	<b>258.20%</b>	<b>-206,511.22</b>
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### Public Works Authority Monthly Income



### Monthly Sales Tax Income







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## **BETHANY PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, DECEMBER 5, 2023**

**6:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Peter Plank	Trustee
	Steve Palmer	Trustee
	Brian Magirowsky	Trustee
	Ken Smart	Trustee
	Marilyn McPhail	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	Teim Design
	Michael & Paige Bass	Carlson Ventures LLC
	(See Roster)	

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 8:23 P.M.

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

- A. APPROVAL OF MINUTES FROM NOVEMBER 21, 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

Smart to approve the Consent Docket. Yes Votes: Larsen, Palmer, Magirowsky, Powell, Lloyd, Smart, Plank, Knapp, McPhail. 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 DECEMBER 19, 2023.**

Chairman Lloyd adjourned the Bethany Public Works meeting at 8:24 P.M. until December 19, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** December 14, 2023  
**Subject:** Claims list for the 12/19/2023 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 431,532.58
<b>TOTAL</b>	<b>\$ 431,532.58</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 188,572.68
Bethany Public Works Authority	\$ 431,532.58
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 620,105.26</b>

### RECOMMENDATION

1. Approve claims as presented.



FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A		NON-DEPARTMENTAL				
24-48140	10-3436	BANCFIRST	AUG 2013 BOND	12/2023	JAN 2024	78,333.33
DEPARTMENT TOTAL:						78,333.33
DEPARTMENT: 02.0		FINANCE				
24-48310	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILLING SVC	12/2023	116281	2,495.27
24-49429	10-006032	US PAYMENTS, LLC	KIOSK	12/2023	031550	1,500.00
24-48313	10-0596	FUZZELL'S BUSINESS	SHARP COPIER MAINTENANCE	12/2023	mm98054	17.39
24-49443	10-1622	WESTLAKE ACE HARDWARE	FLASHLIGHT	12/2023	3503887	19.99
DEPARTMENT TOTAL:						4,032.65
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	455.64
24-49160	10-3042	ACCURATE ENVIRONMENTAL	VOC & BAC T	12/2023	FK21058	736.00
DEPARTMENT TOTAL:						1,191.64
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
24-49342	10-005373	CARD SERVICES/P1	PENS,BATTERIES,LEGALPADS	12/2023	5614644	133.91
24-49419	10-005595	RAY'S WESTSIDE TAG AGENCY	TAG FOR UNIT #93	12/2023	24-49419	86.50
24-49018	10-0202	WASTE CONNECTIONS, INC	2ND QUARTER ROLL-OFFS	12/2023	3092065v013	2,094.78
24-49009	10-0812	J & R EQUIPMENT LLC	HOSE/METAL LINE HOOPER	12/2023	01W5106	2,565.73
24-49216	10-0812	J & R EQUIPMENT LLC	TIPPER CONTROL VALVE	12/2023	01P16559	452.09
24-49438	10-0812	J & R EQUIPMENT LLC	UNIT #92/REPLACE #2 LINE	12/2023	01W5266	2,680.21
24-49272	10-1118	FLEETPRIDE	REAR SUSPENSION UNIT #89	12/2023	OC2019560	7,506.74
24-49413	10-3081	PREMIER TRUCK/ATC FREIGHTLIREPAIRUNIT#89	VGT&BALARM	12/2023	12096009	3,488.31
24-49414	10-3081	PREMIER TRUCK/ATC FREIGHTLIDX&POSSIBLEREPAIRUNI#92		12/2023	12096012	369.60
24-49017	10-4012	WASTE CONNECTIONS,INC	2ND QUARTER LANDFILL FEES	12/2023	30677	24,116.00
24-49415	10-4012	WASTE CONNECTIONS,INC	FREE RESIDENTIAL LANDFILL	12/2023	30678	1,002.18
24-49019	10-4208	OKLAHOMA CITY TREASURY	2ND QUARTER HH HAZARDOUS	12/2023	101123	1,185.00
24-49440	10-4352	MCBRIDE CLINIC	DRUG SCREENS	12/2023	DEC 2023	32.00
DEPARTMENT TOTAL:						45,713.05

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0		UTILITY - WATER PLANT				
24-49463	10-004929	LINDA ANN MERZ	WATER LEASE #12	12/2023	20231219	1,142.46
24-49464	10-004930	DAVE EUGENE MERZ	WATER LEASE #13	12/2023	20231219	1,142.46
24-49465	10-004931	DOUGLAS EDWARD MERZ	WATER LEASE #14	12/2023	20231219	1,142.46
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	631.51
24-49312	10-005350	FORCE PERSONNEL	TEMP HELP	12/2023	76517	1,847.72
24-49333	10-005373	CARD SERVICES/P1	SUPPLIES FOR WATER PLANT	12/2023	7728215	542.81
24-49242	10-0091	BRENNTAG SOUTHWEST INC	4200 GALS OF SODIUM HYPO	12/2023	BSW509532	7,938.38
24-49243	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES OF AQUA AMMONIA	12/2023	BSW09884	1,902.75
24-49371	10-0091	BRENNTAG SOUTHWEST INC	2 TOTES ALUMINUM	12/2023	BSW512025	2,707.50
24-49461	10-0198	MARTHA A BLACKWOOD LIVING	TWATER LEASE # 9	12/2023	20231219	7,009.16
24-49459	10-0576	MARVIN BUEL FLETCHER	WATER LEASE #4 AND #5	12/2023	20231219	2,607.74
24-49303	10-0669	HACH COMPANY	LAB/CHEMICALS SUPPLIES	12/2023	13833575	1,899.18
24-49421	10-0669	HACH COMPANY	WTP LAB PH PROBE STORAGE	12/2023	13844657	232.33
24-48282	10-1063	OG&E	MNTHLY SVC	12/2023	12/1/2023	12,504.17
24-49460	10-1128	OK CITY WATER UTILITIES	TRWATER LEASE #7	12/2023	20231219	9,423.13
24-49457	10-1400	GLS FAMILY TRUST	WATER LEASE #2	12/2023	20231219	10,154.27
24-49305	10-1771	ADVENTURE OUT	PROPANE	12/2023	555392	35.79
24-49458	10-2111	LARRY K STINCHCOMB	WATER LEASE #3 AND #10	12/2023	20231219	5,413.25
24-49462	10-2842	RONALD STINCHCOMB	WATER LEASE # 11	12/2023	20231219	8,927.42
24-49160	10-3042	ACCURATE ENVIRONMENTAL	VOC & BAC T	12/2023	FK28041	300.00
24-49314	10-3196	IMAGENET CONSULTING, LLC	TOKEN KEY FOR LAB COMPUTE	12/2023	INV758875	239.00
24-49376	10-3331	RUCKER MECHANICAL	HEATER CONTROL ROOM	12/2023	95223	426.50
24-49241	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	12/2023	1701686	8,401.52
DEPARTMENT TOTAL:						86,571.51
DEPARTMENT: 12.1		UTILITY - WATER LINE				
24-49148	10-005373	CARD SERVICES/P1	UTILITY LINE COMPUTER	12/2023	0624224	67.06
24-49325	10-005373	CARD SERVICES/P1	SUBMERSIBLE PUMP	12/2023	1501838	397.41
24-49365	10-1622	WESTLAKE ACE HARDWARE	PVC PIPE AND COUPLINGS	12/2023	3503864	45.72
24-49286	10-2557	CORE & MAIN LP	SMART METER	12/2023	T965246	9,750.00
24-49308	10-2828	UNITED RENTALS (NORTH AMERIC	COUNCIL CROSSING HYDRANT	12/2023	2276049209-	530.76
24-49152	10-3196	IMAGENET CONSULTING, LLC	COMPUTER	12/2023	INV758876	255.32
24-48328	10-4090	AT&T MOBILITY	ON CALL/METER READERS	12/2023	JUL- NOV	935.28
DEPARTMENT TOTAL:						11,981.55

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2		UTILITY - SEWER				
24-49378	10-004725	RUCKER ELECTRIC INCORPORATED	DX & POSSIBLE REPAIR	12/2023	13522	155.00
24-49340	10-005005	BRONCO EQUIPMENT RENTAL & SRENTAL	MINI EXCAVATOR	12/2023	868493, 21017-0173	236.99
24-49031	10-005156	COX COMMUNICATIONS INC.	PHONES, INTERNET	12/2023	11/30	319.10
24-49148	10-005373	CARD SERVICES/P1	UTILITY LINE COMPUTER	12/2023	0624224	67.05
24-49420	10-0324	CENTRAL POWER EQUIP. INC	PULL ROPE	12/2023	336684	35.00
24-48282	10-1063	OG&E	MNTHLY SVC	12/2023	12/1/2023	2,421.70
24-49341	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	8 X 4 CLAMP	12/2023	0377470-IN	65.00
24-48398	10-1785	BETHANY-WARR ACRES PWA	SEWER PROCESSING	12/2023	SEPT INV.	187,141.20
24-49392	10-2123	HOME DEPOT CREDIT SVCS	LIGHT TOWER 50TH MCMILL	12/2023	004442/4161969	458.00
24-49375	10-2828	UNITED RENTALS (NORTH AMERI	50TH AND MCILLIAN	12/2023	227834123-001	1,514.68
24-49152	10-3196	IMAGENET CONSULTING, LLC	COMPUTER	12/2023	INV758876	255.31
24-48328	10-4090	AT&T MOBILITY	ON CALL/METER READERS	12/2023	JUL- NOV	258.99
24-49440	10-4352	MCBRIDE CLINIC	DRUG SCREENS	12/2023	DEC 2023	32.00
DEPARTMENT TOTAL:						192,960.02
DEPARTMENT: 97.0		DEBT SERVICE				
24-48140	10-3436	BANCFIRST	AUG 2013 BOND	12/2023	JAN 2024	10,748.83
DEPARTMENT TOTAL:						10,748.83
FUND TOTAL:						431,532.58

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## **BETHANY HOSPITAL TRUST MEETING**

### **BETHANY CITY HALL**

**TUESDAY, DECEMBER 5, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Chris Powell	Trustee
	Kathy Larsen	Trustee
	Peter Plank	Trustee
	Steve Palmer	Trustee
	Brian Magirowsky	Trustee
	Ken Smart	Trustee
	Marilyn McPhail	Trustee
<b>MEMBERS ABSENT:</b>	None	
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	Teim Design
	Michael & Paige Bass	Carlson Ventures LLC
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 8:24 P.M.

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

- A. APPROVAL OF MINUTES FROM NOVEMBER 21, 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.**

A motion was made by Trustee Magirowsky, seconded by Trustee Plank to approve the Consent Docket. Yes Votes: McPhail, Larsen, Smart, Powell, Plank, Magirowsky, Lloyd, Palmer, 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 DECEMBER 19, 2023.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 8:24 P.M. until December 19, 2023.

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CHAIRMAN

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SECRETARY



## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** December 14, 2023  
**Subject:** Claims list for the 12/19/2023 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ -
<b>TOTAL</b>	<b>\$ -</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 188,572.68
Bethany Public Works Authority	\$ 431,532.58
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 620,105.26</b>

### RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday, November 30, 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, DECEMBER 5, 2023**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd	Chairman
	Jeff Knapp	Vice-Chairman
	Chris Powell	Trustee
	Steve Palmer	Trustee
	Kathy Larsen	Trustee
	Peter Plank	Trustee
	Brian Magirowsky	Trustee
	Ken Smart	Trustee
	Marilyn McPhail	Trustee
<b>MEMBERS ABSENT:</b>	None	
<b>OTHERS PRESENT:</b>	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	Teim Design
	Michael & Paige Bass	Carlson Ventures LLC

(See Roster)

Chairman Lloyd called the Bethany Development Authority meeting to order at 8:07 P.M.

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

**A. APPROVAL OF MINUTES FROM NOVEMBER 21, 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.**

A motion was made by Trustee Magirowsky, seconded by Trustee Plank to approve the Consent Docket. Yes votes: Larsen, McPhail, Lloyd, Magirowsky, Plank, Palmer, Powell, Smart, Knapp. No votes: None. Motion passed.

**ITEM NO. 2 on the agenda was DISCUSSION AND POSSIBLE ACTION ON APPROVING TIF AGREEMENT WITH CARLSON VENTURES LLC. (RAY JONES, CITY ATTORNEY)**

Attorney Ray Jones gave a brief description of a TIF agreement.

There was discussion and questions answered about the TIF agreement.

A motion was made by Council Member Palmer, seconded by Council Member Plank to approve the Tif agreement with Carlson Ventures LLC. Yes votes; Palmer, Knapp, Magirowsky, Larsen, Plank, McPhail, Smart, Lloyd. No votes: Powell. Motion approved.

**ITEM NO. 3 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. 4 on the agenda was ADJOURN UNTIL DECEMBER 19, 2023.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 8:23 P.M. until December 19, 2023.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** December 14, 2023  
**Subject:** Claims list for the 12/19/2023 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ -</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 188,572.68
Bethany Public Works Authority	\$ 431,532.58
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 620,105.26</b>

### RECOMMENDATION

1. Approve claims as presented.

