

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: July 1, 2025
Subject: Request Permission to Advertise for Bids for the Fire Department Training Tower Water Line Project

BACKGROUND

The City applied for and was awarded a grant from the Oklahoma Department of Emergency Management (OEM) for a Multi-Agency Training Tower. The approved amount for the project is \$600,000, with \$300,000 being the federal share and \$300,000 being provided by the City of Bethany as match. This water line will enhance disaster response and provide essential training for local personnel and may also be utilized by surrounding agencies. The tower will support exercises in urban search and rescue, high-angle rescue, active shooter drills and other technical rescue techniques.

This item was approved by the City Council on March 4, 2025 to approve moving forward with the Multi-Agency Training Tower and the concrete pad needed for the construction of the tower and the design of a new 6" waterline along NW 39th to be extended to the tower to support the rescue drills and to replace the current undersized 2" waterline on the north side of the street to provide better water supply to the area.

TEIM Design now requests permission to advertise for bids.

RECOMMENDATION

1. Approve permission to advertise for bids for the Fire Department Training Tower Water Line Project.

ADDITIONAL COMMENTS

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



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

June 23, 2025

City of Bethany
Ms. Elizabeth Gray
6700 NW 36th Street
Bethany, Oklahoma 73008

Re: Request Permission to Advertise for Bids the City of Bethany Fire Department Training Tower
Proposed 6 Inch Water Line Project

Dear Ms. Gray,

We are requesting permission to advertise for bids the City of Bethany Fire Department Training Tower Proposed 6 Inch Water Line Project. We anticipate the City Council to consider the award of the contract on August 19, 2025.

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

**CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER
PROPOSED 6 INCH WATER LINE**

for the
**CITY OF BETHANY
OKLAHOMA**



BY:

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

TEIM Design, PLLC Project No. ET450-112

July, 2025

APPROVAL SHEET

CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER
PROPOSED 6 INCH WATER LINE

CITY OF BETHANY, OKLAHOMA

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 18th DAY OF June, 2025

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. 36th Street, Bethany, Oklahoma, 73008** until **3:00 p.m.** on _____ the ____ day of _____, 2025, for the construction of:

CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER PROPOSED 6 INCH WATER LINE

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 149th Street, Oklahoma City, Oklahoma 73134 upon deposit of **\$35.00 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 **3:00 p.m.** on _____ the ____ day of _____, 2025, in the **City Hall Building, 6700 N.W. 36th Street, Bethany, Oklahoma 73008**.

A mandatory pre-bid conference will be held at the City Hall Building, 6700 NW 36th Street, Bethany, Oklahoma 73008 on Tuesday, _____, 2025, at _____ a.m. Attendance at the pre-bid conference *is* mandatory.

City Clerk

OWRB 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> 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 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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- 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
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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 **CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER PROPOSED 6 INCH WATER LINE FOR THE CITY OF BETHANY, OKLAHOMA**. The bid schedule contains further information identifying the work to be completed. Each particular item of work is described in some detail in the specifications. Throughout the specifications, types of materials may be specified by manufacturer's name or catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the phrase "or approved equal", except that the burden is on the bidder to prove such equality. If the bidder elects to do this, he must request the Engineer's approval in writing to substitute such items for the specified item, stating the cost difference involved with supporting data, and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. All materials shall be new, unless specifically approved by the Engineer in writing.

PROJECT DURATION

The work shall be commenced ten (10) days from the date on which a Work Order is issued and completed with a 70 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 "A" or Water Pipeline Contractor "B" or Water Pipeline Contractor "C" under the provisions of the City of Oklahoma City Contractor's Prequalification Ordinance No. 26,614 approved by City Council of the City of Oklahoma City on December 8, 2020.

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.

MATERIALS

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

BASIS OF PAYMENT

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

AWARD OF CONTRACT

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

APPROVAL OF MATERIALS

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

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

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

INSTALLATION OF EQUIPMENT

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

OPERATING DATA AND PROCEDURES INFORMATION

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

GUARANTEE

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

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

CLEAN-UP

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

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

REMOVAL OF EQUIPMENT

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

MATERIALS AND WORKMANSHIP

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

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

In general, all labor, material, equipment, operations, and procedures in these specifications shall be in conformance with the American Water Works Association Standards and Oklahoma

State Health Department Standards for Construction of Water and Sanitary Sewer Lines. These specifications are intended to supplement these standards to fit the needs or conditions expected to be encountered. The A.W.W.A. and Oklahoma Department of Environmental Quality Standards shall be considered as part of these specifications and shall be in effect with respect to this project.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

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

CORRECTION OF WORK AFTER FINAL PAYMENT

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

MEASUREMENT AND PAYMENT

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

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

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

WAGE RATES

See Notice to Bidders and 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

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

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:

**CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER
PROPOSED 6 INCH WATERLINE**

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:

**CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER P
ROPOSED 6 INCH WATER LINE**

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:

**CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER
PROPOSED 6 INCH WATER LINE**

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:

**CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER P
ROPOSED 6 INCH WATER LINE**

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.

LIST OF DOCUMENTS REQUIRED FOR THIS BID

**CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER P
ROPOSED 6 INCH WATER LINE**

**CITY OF BETHANY, OKLAHOMA
TEIM Design, PLLC Project No. ET-450-112**

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

DOCUMENTS REQUIRED FOR THIS BID

Bid Form
Detailed Bid Form (if provided in the Bidding Documents)
Bid Bond
Anticollusion Affidavit
Affidavit of Surety
Business Relationship Affidavit
Certificate of Non-Discrimination
Affidavit of Non-Boycotting of Energy Companies
OWRB Affidavits
Equal Opportunity Clause (ARP-211) and Non-Segregated Facilities (APR-212 and ARP 212a)
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. ET450-112**

Description: **CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER
PROPOSED 6 INCH WATER LINE**

CITY OF BETHANY, OKLAHOMA

Name of Firm: _____

Address: _____

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

Gentlemen:

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

Total Bid:

(\$ _____).

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.

**CITY OF BETHANY
FIRE DEPARTMENT TRAINING TOWER PROPOSED 6 INCH WATER LINE
DETAILED BID FORM**

Item Number	Lot Name	Title	Quantity	Unit	Unit Price	Total Price
1	Base Bid	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	lump sum		
2	Base Bid	SEDIMENT AND EROSION CONTROL	1.00	lump sum		
3	Base Bid	(2 INCH) (COPPER) WATERLINE PIPE (ASTM B88 TYPE K)	20.00	linear foot		
4	Base Bid	(6 INCH) (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/ 12 GUAGE TRACER WIRE	740.00	linear foot		
5	Base Bid	FITTINGS (2 INCH PLUG)	3.00	each		
6	Base Bid	FITTINGS (2 INCH SOLID SLEEVE)	1.00	each		
7	Base Bid	FITTINGS (2 INCH x 45 DEGREE BEND)	2.00	each		
8	Base Bid	FITTINGS (6 INCH x 2 INCH TAPPING SADDLE)	1.00	each		
9	Base Bid	FITTINGS (6 INCH PLUG)	1.00	each		
10	Base Bid	FITTINGS (6 INCH x 45 DEGREE BEND (COMPACT) (MJ))	9.00	each		
11	Base Bid	FITTINGS (6 INCH x 6 INCH TEE (COMPACT) (MJ))	2.00	each		
12	Base Bid	SINGLE LONG SERVICE (1 INCH) (STREET BORE)	8.00	each		
13	Base Bid	SINGLE SHORT SERVICE (1 INCH)	7.00	each		
14	Base Bid	(6 INCH) TAP	1.00	each		
15	Base Bid	FIRE HYDRANT	1.00	each		
16	Base Bid	(6 INCH) (GATE) VALVE AND VALVE BOX	4.00	each		

**CITY OF BETHANY
FIRE DEPARTMENT TRAINING TOWER PROPOSED 6 INCH WATER LINE
DETAILED BID FORM**

Item Number	Lot Name	Title	Quantity	Unit	Unit Price	Total Price
17	Base Bid	(6 INCH) (TAPPING) VALVE AND VALVE BOX	1.00	each		
18	Base Bid	HYDROSTATIC PRESSURE TESTING AND DISINFECTION	2.00	lump sum		
19	Base Bid	RESTRAINED JOINT (MEGA-LUG SERIES 2006 PV)	30.00	each		
20	Base Bid	TAPPING SLEEVE (6 INCH x 6 INCH)	1.00	each		
21	Base Bid	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1.00	lump sum		
22	Base Bid	GPS AS-BUILT SURVEY	1.00	lump sum		
23	Base Bid	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1.00	lump sum		
24	Base Bid	REMOVE AND REPLACE PAVEMENT (ASPHALT)	166.00	square yard		
25	Base Bid	REMOVE AND REPLACE DRIVEWAY (CONCRETE)	30.00	square yard		
26	Base Bid	REMOVE AND REPLACE DRIVEWAY (GRAVEL)	56.00	square yard		
27	Base Bid	SOLID SLAB SODDING	1,500.00	square yard		

TOTAL BID PRICE (BASE BID)

\$ _____

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

BID BOND

**CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER PROPOSED 6 INCH WATER
LINE**

**CITY OF BETHANY, OKLAHOMA
TEIM Design, PLLC Project No. ET450-112**

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

TOTAL BID \$ _____

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

(SEAL) if Corporation

Subscribed and sworn to before me this _____ day of _____, 20____.

Signed _____

Notary Public

My Commission Expires: _____

By _____
Agent

Address

Affidavits Attached

AFFIDAVIT OF SURETY

Date

City of Bethany, Oklahoma

Gentlemen:

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

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

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

We are attaching a copy of our Power of Attorney.

Name of Company of Agency

Signature and Title

Address

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public

My Commission Expires:

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-6100-3 DBE Subcontractor Performance Form

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

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

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

SPF - 1

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

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

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 subcontractors and the estimated dollar amount of each subcontract. OWRB Financial Assistance Agreement Recipients must require their prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

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

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

DBE SUF - 1

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

Prime Contractor Signature	Print Name
Title	Date

DBESUF-2

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**

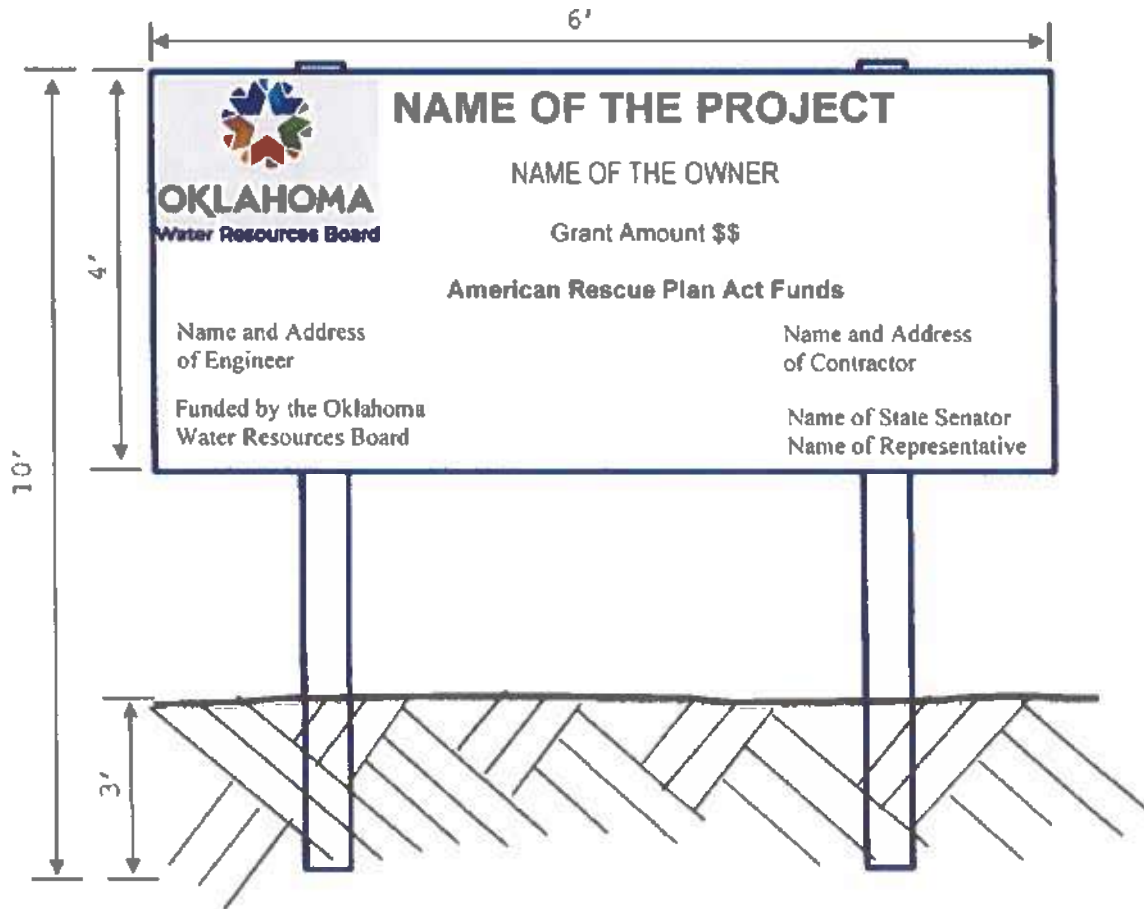
Resource Listing	Contact Information	Website if applicable
<p>U.S. Small Business Administration (SBA) In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector.</p>	<p>US Small Business Administration 409 3rd St, SW Washington DC 20416 Phone: 800-827-5722</p>	<p>https://www.sba.gov/</p>
<p>U. S. Small Business Administration (SBA) - OK. District Office</p>	<p>301 NW 6th St. Oklahoma City, OK 73102 Phone: 405.609.8000</p>	<p>https://www.sba.gov/offices/district/ok/oklahoma-city</p>
<p>Minority Business Development Administration (MBDA): 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: support@mbda.gov Phone: (202) 482-2000</p>	<p>http://www.mbda.gov/</p>
<p>Standard Industrial Classification Codes (SIC) or North American Industry Classification System (NAICS) codes visit the websites.</p>	<p>U.S. Bureau of Labor Statistics Postal Square Building, 2 Massachusetts Ave. NE Washington, DC 20212-0001 Phone: 1-202-691-5200</p>	<p>http://www.bls.gov/iag/tgs/iag_index_naics.htm</p>
<p>Oklahoma Department of Transportation (ODOT) and the Minority/Disadvantaged Business Enterprise (ODOT - MBE/DBE). Project Owners and bidders may locate qualified M/WBE's through the MBE/WBE Directory</p>	<p>200 NE 21st Street Oklahoma City, OK 73105 Phone: 405.521.2082</p>	<p>https://okdot.gob2g.com/Default.asp</p>
<p>US EPA Office of Small and Disadvantaged Business Utilization (OSDBU): 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>https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu</p> <p>Select "search the OSBP Registry"</p> <p>Click on the search criteria of interest (ethnicity, size, SIC, etc.)</p>

National Black Chamber of Commerce	4400 Jenifer St NW #331, Washington, DC 20015 Phone: 202 466-6888 Fax: 202 466-4918 Email: info@nationalbcc.org	http://www.nationalbcc.org
U.S. Hispanic Chamber of Commerce	424 K St NW #401, Washington, DC 20005 Phone: (202) 842-1212	http://www.usbcc.com
National Association of Minority Contractors (NAMC)	910 17th Street, NW, Suite 413 Washington, DC 20006 Phone: 202.296.1600 info@namcnational.org	http://namcnational.org/
National Association of Women's Business Owners (NAWBO)	601 Pennsylvania Ave NW South Building, Ste 900 Washington, DC 20004 Phone: 800-556-2926 Fax: 202-403-3788	www.nawbo.org
National Minority Supplier Development Council, Inc. (NMSDC)	1359 Broadway, 10th Floor, Suite 1000 New York, NY 10018 Phone: (212) 944-2430 Fax: (212) 719-9611	http://www.nmsdc.org/
Native American Development Corporation (NADC) - 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: nadcptac@nadc-nabn.org	http://www.nadc-nabn.org/
City of Tulsa – Small Business Enterprise Program 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	https://www.cityoftulsa.org/developmentbusiness/small-business-enterprise-program/ Click on the ‘member list’
Southwest Minority Supplier Development Council: Maintains lists of certified Minority Business Enterprises in Oklahoma	7301 Broadway Ext Ste 224, OKC, OK 73116 Phone: (405) 767-9900	http://www.smsdc.org/

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

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.





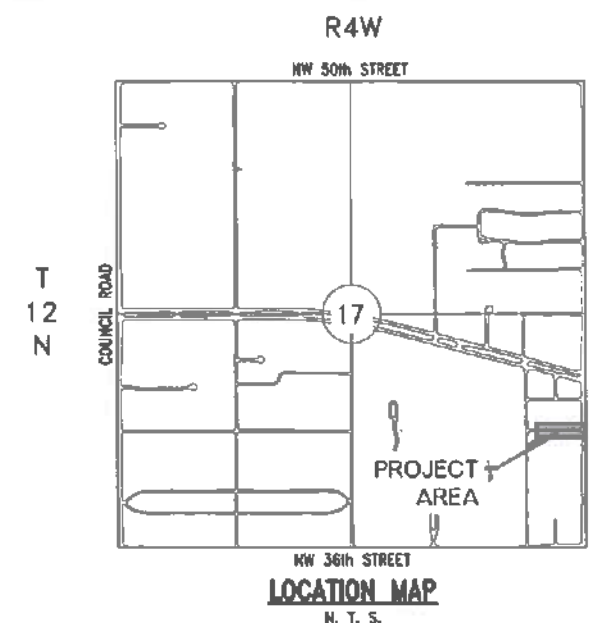
CITY OF BETHANY FIRE DEPARTEMENT TRAINING TOWER
 PROPOSED 6 INCH WATER LINE

NW 39th STREET AND ROCKWELL AVE

PREPARED BY



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



The City of
BETHANY, OKLAHOMA

MIKKI LLOYD, Mayor
 ELIZABETH GRAY, City Manager

COUNCIL MEMBERS:

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CHRIS POWELL	Ward 1	KATHY LARSEN	Ward 3
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SHEET NO.	DESCRIPTION
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AC03	LEGEND
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C002	PROPOSED SITE PLAN SHEET
C003 - C004	PLAN AND PROFILE SHEETS
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ER01	STORMWATER POLLUTION PREVENTION PLAN OKC STANDARDS

ONE CALL UTILITY LOCATION NUMBER

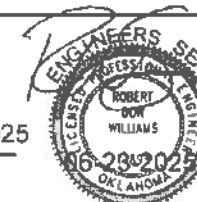
840-5032
 1-800-522-6543

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RS

17883 06-23-2025
 DATE

ROBERT DON WILLIAMS, P.E.
 REGISTERED PROFESSIONAL ENGINEER
 CA# 8478 EXPIRES JUNE 30, 2025



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

APPROVED BY:

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ROBERT DON WILLIAMS, P.E.
 CITY ENGINEER

06-23-2025
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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.
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3. UNDERGROUND UTILITY LINES DEPICTED IN THESE DRAWINGS HAVE BEEN DEVELOPED FROM INFORMATION PROVIDED BY THE OWNER AND OTHER SOURCES. NEITHER THE OWNER NOR THE ENGINEER TAKE RESPONSIBILITY FOR THEIR ACCURACY. 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. THE CONTRACTOR SHOULD ASSUME THAT ADDITIONAL UNDERGROUND LINES DO EXIST AND ARE NOT SHOWN ON THESE DRAWINGS. THE LOCATIONS, BOTH HORIZONTAL AND VERTICAL, SHOWN ON THESE DRAWINGS ARE APPROXIMATE. CONTRACTOR SHALL "CALL OKIE" FOR COORDINATION AND ASSISTANCE IN LOCATING UNDERGROUND LINES.
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8. THE DENSITY REQUIREMENTS FOR THE PROJECT ARE 90% STANDARD PROCTOR FOR UNPAVED AREAS AND 95% STANDARD PROCTOR FOR PAVED AREAS.
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Summary of Pay Quantities

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3	Base Bid	(6 INCH) (PVC) WATERLINE PIPE (PUSH-ON JOINT) (DR-14) W/ 1/2 GAUGE TRACER WIRE		linear foot	350.00
4	Base Bid	FITTINGS (6 INCH x 6 INCH TEE (COMPACT)(MJ))		each	1.00
5	Base Bid	FITTINGS (6 INCH x 45 DEGREE BEND (COMPACT)(MJ))		each	4.00
6	Base Bid	FITTINGS (6 INCH PLUG (COMPACT)(MJ))		each	1.00
7	Base Bid	(6 INCH) TAP		each	1.00
8	Base Bid	FIRE HYDRANT		each	1.00
9	Base Bid	(6 INCH) (GATE) VALVE AND VALVE BOX		each	2.00
10	Base Bid	(6 INCH) (TAPPING) VALVE AND BOX		each	1.00
11	Base Bid	HYDROSTATIC PRESSURE TESTING AND DISINFECTION		lump sum	1.00
12	Base Bid	RESTRAINED JOINT (MEGA-LUG SERIES 2006PV)		each	18.00
13	Base Bid	TAPPING SLEEVE (8 INCH x 6 INCH)		each	1.00
14	Base Bid	STEEL CASING PIPE BY TRENCHING (12 INCH)		linear foot	20.00
15	Base Bid	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)		lump sum	1.00
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PAY ITEM NOTES

- 1 SEE OKC STANDARD SPECIFICATION FOR CONSTRUCTION SECTION 809 MOBILIZATION

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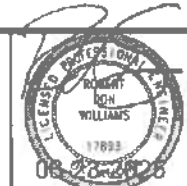
REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
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 DRAWN BY: GIBBS
 CHECKED BY: R. WILLIAMS



CITY OF BETHANY
 CITY OF BETHANY FIRE DEPARTMENT
 TRAINING TOWER

CIVIL
 SUMMARY OF PAY QUANTITIES
 AND NOTES



ET450-112
 SHEET NO.
 AC01
 SHEET 2 OF 10



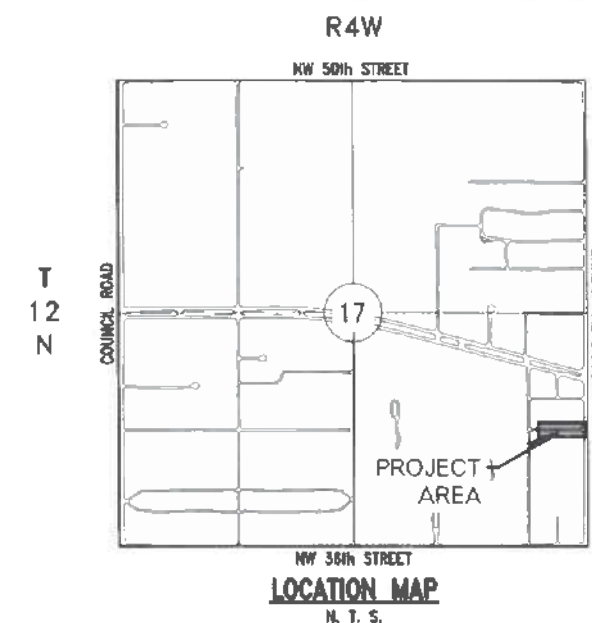
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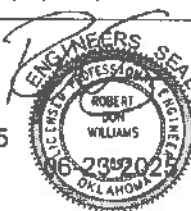
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 CAP 8428 EXPIRES JUNE 30, 2025



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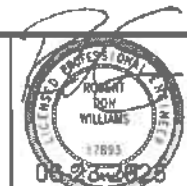
REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: 06/18/2025
 DRAWN BY: GIBBS
 CHECKED BY: R. WILLIAMS



CITY OF BETHANY
 CITY OF BETHANY FIRE DEPARTMENT
 TRAINING TOWER

CIVIL
 SUMMARY OF PAY QUANTITIES
 AND NOTES



ET450-112

SHEET NO.
AC01
 SHEET 2 OF 10

W:\ET450-01\ET450-112 - Fire Department Tower\Sheet\Location Map.dwg, Detail, 5/15/2025 1:30:08 PM, jgibbs



REV NO	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: 06/16/2025
 DRAWN BY: GIBBS
 CHECKED BY: R. WILLIAMS



CITY OF BETHANY
 CITY OF BETHANY FIRE DEPARTMENT
 TRAINING TOWER

CIVIL
 LOCATION MAP



ET450-112
 SHEET NO
 AC02
 SHEET 3 OF 10

LINETYPE LEGEND

	EXISTING	PROPOSED
FILTER FABRIC SILT FENCE		
EROSION CALLOUTS		
CALLOUTS		
BUILDING LIMIT		
PERMANENT EASEMENT		
TEMPORARY EASEMENT		
EASEMENT CALLOUTS		
OWNER NAME		
PROPERTY LINE		
PROPERTY LOTS		
PROPERTY PIN		
RIGHT OF WAY		
TEMPORARY RIGHT OF WAY		
SECTION LINE		
QUARTER SECTION LINE		
SIXTEENTH SECTION LINE		
PROPERTY SECTION CALLOUTS		
PROPERTY SECTION CALLOUTS		
PROPERTY CALLOUTS		
PROPERTY OWNERS		
ASPHALT ROAD		
CONCRETE ROAD		
DIRT ROAD		
GRAVEL ROAD		
GROUND LINE		
GROUND LINE CALLOUTS		
CROSS SECTION GROUND LINE		
CROSS SECTION GROUND LINE CALLOUTS		
ROADWAY STRIPING		
PROPERTY HATCH		
ALIGNMENTS		
CENTER OF EASEMENT ALIGNMENT		
ROADWAY CALLOUTS		
SANITARY SEWER-PLAN		
SANITARY SEWER STRUCTURES		
SANITARY SEWER HATCH		
SANITARY SEWER CALLOUTS		
STEEL CASING		
STORM SEWER FLOWLINE		
STORM SEWER PIPE		
STORM SEWER STRUCTURES		
STORM SEWER HATCH		
STORM SEWER CALLOUTS		
BENCHMARK CALLOUTS		
GEO TECH BORE		
SURVEY CONTROL		
SURVEY CONTROL CALLOUTS		
MONUMENT		
MONUMENT TEXT		
TOPO		
BUILDING		
BUILDING FOOTING		
BUILDING SERVICE		
BUILDING OVERHANG		
BRIDGE		
BREAKLINE		
CABLE BARRIER		

SEC-T-N

SECTION TEXT

PROPERTY OWNERS

STREET NAME

TEXT

TEXT

BLOCK LEGEND

	EXISTING	PROPOSED		EXISTING	PROPOSED
CONCRETE PAD			BENCHMARK		
WATERS EDGE			BUILDING-ROOF DRAIN		
BARB WIRE FENCE			CONTROL POINT		
CHAINLINK FENCE			ELECTRICAL-AIR CONDITION		
METAL FENCE			ELECTRICAL RISER		
PLASTIC FENCE			ELECTRICAL-TRANSFORMER		
WOOD FENCE			FIRE HYDRANT		
DITCH FLOWLINE			FIRE CONNECTION		
GUARDRAIL			FIRE CONNECTION w/STROBE		
MAJOR CONTOUR			FITTING - CAP		
CONTOUR CALLOUTS			FITTING - PLUG		
MINOR CONTOUR			GAS METER		
RAILROAD			GAS VALVE		
RETAINING WALL			GUY ANCHOR		
TOP OF BANK			HIGHWAY-INTERSTATE		
TOE OF SLOPE			HIGHWAY-US		
RIPRAP			HIGHWAY-STATE		
SAWCUT			LIGHT POLE DOUBLE ARM		
SIGNAGE			LIGHT LANDSCAPING		
TOPO CALLOUTS			LIGHT POLE SINGLE ARM		
TREES			LIGHT POLE STADIUM		
TREE OVERHANG			LIGHT POLE QUAD ARM		
TREE PROTECTION ZONE			MAILBOX		
SIDEWALK			MANHOLE ELECTRICAL		
CABLE LINE			MANHOLE SANITARY SEWER		
ELECTRIC LIGHTS			MANHOLE STORM SEWER		
OVERHEAD ELECTRIC			MANHOLE TELEPHONE		
POWER UNDERGROUND			MANHOLE WATER		
GAS LINE			POST-FENCE		
OIL PIPELINE			POST-GATE		
TELEPHONE UNDERGROUND			POST-VENT PIPE		
FIBER OPTIC			POST-SQUARE		
UTILITY CALLOUTS			POWER POLE-DISTRIBUTION		
ABANDONED WATER LINE			POWER POLE-TRANSMISSION		
WATER APPURTENANCES			SEWER CLEANOUT		
FIRE LINE			SIGNAL-MAST ARM		
WATER PIPE FITTINGS			DOUBLE LIGHT SIGNAL-MAST ARM		
IRRIGATION LINE			TRIPLE LIGHT SIGNAL-RAILROAD ARM		
WATER PIPE-PLAN			SIGN-SCHOOL		
WATER PIPE-PROFILE			SIGN-STREET		
WATER HATCH			TELEPHONE RISER		
WATER SERVICE			TREE-CONIFEROUS		
WATER LINE CALLOUTS			TREE-DECIDUOUS		
TABLE OUTLINE			TREE-SHRUB		
TABLE TEXT			VALVE AIR VAC/RELEASE		
			VALVE BLOWOFF		
			VALVE IRRIGATION		
			VERTICAL BEND		
			WATER VALVE		
			WATER METER		
			WATER FAUCET		
			WATER WELL		

HATCH LEGEND

ROCK RIPRAP	
ROCK BACKFILL	
AGGREGATE BASE	
GRAVEL	
CONCRETE PAVEMENT	
ASPHALT PAVEMENT	
PAVEMENT REPAIR	
CASING	
STRUCTURES	

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REV NO	DATE	DRWN	CHKD	REMARKS

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GENERAL

LEGEND



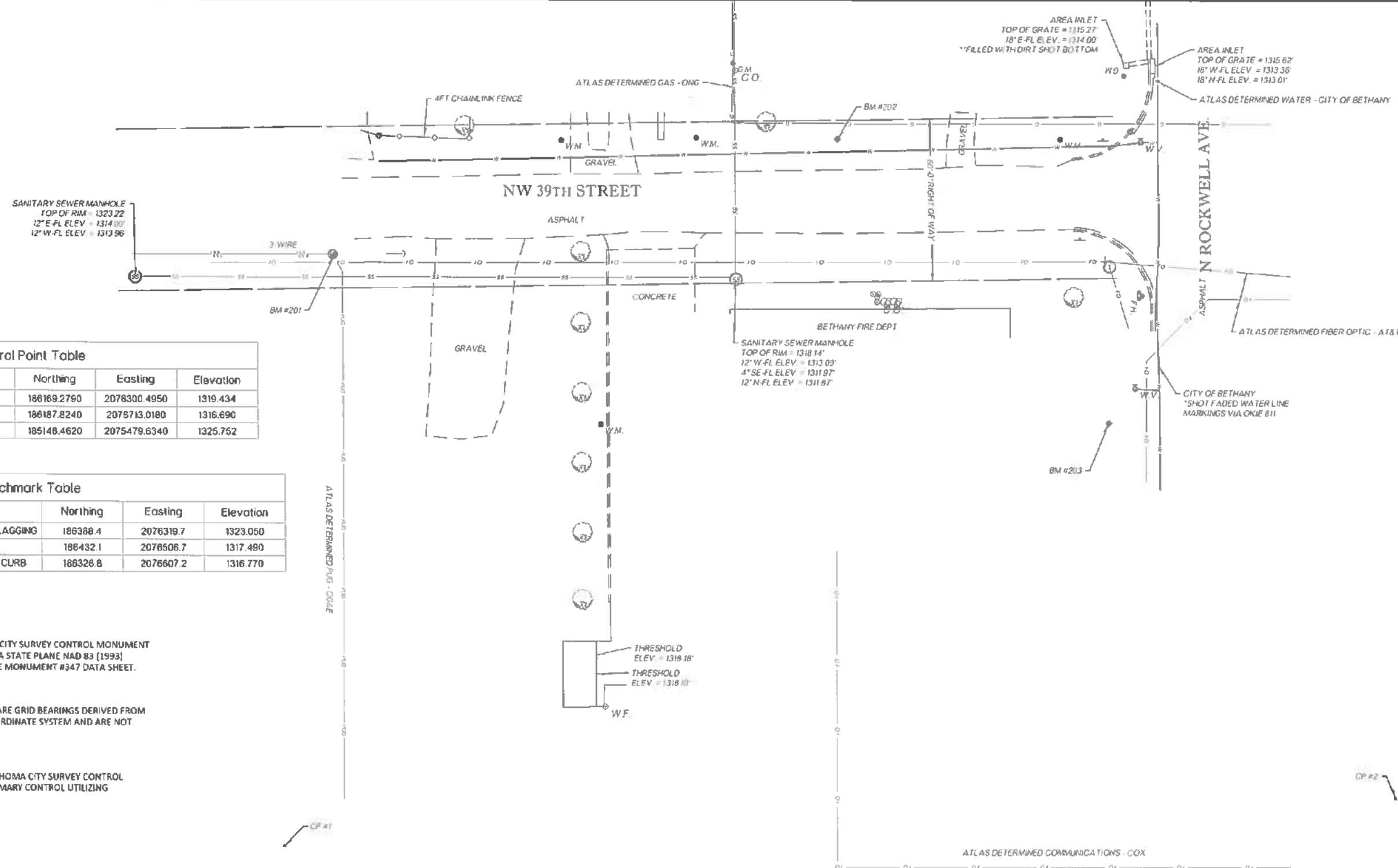
ET450-112

SHEET NO

AC03

SHEET 4 OF 10

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Control Point Table				
Point #	Description	Northing	Easting	Elevation
CP 1	SET 5/8" W FLAGGING	186169.2790	2078300.4950	1319.434
CP 2	SET 5/8" W FLAGGING	186187.8240	2078713.0180	1316.690
CP 347	OKC BRASS CAP MONUMENT	185148.4620	2075479.6340	1325.752

Benchmark Table				
Point #	Description	Northing	Easting	Elevation
BM 201	FND RR SPIKE IN EAST FACE PP/ W FLAGGING	186388.4	2076319.7	1323.050
BM 202	SET 5/8" W FLAGGING	186432.1	2076506.7	1317.480
BM 203	SET / CUT "X" AT END OF BACK OF CURB	186326.8	2076607.2	1316.770

SURVEY CONTROL DATA

- HORIZONTAL DATUM IS TIED TO OKLAHOMA CITY SURVEY CONTROL MONUMENT #347 WHICH IS ADJUSTED TO THE OKLAHOMA STATE PLANE NAD 83 (1993) COORDINATE SYSTEM, NORTH ZONE, PER THE MONUMENT #347 DATA SHEET.
- BEARINGS:
 THE BEARINGS SHOWN HEREIN OR HEREON ARE GRID BEARINGS DERIVED FROM THE USC & GS OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL.
- VERTICAL CONTROLS:
 A. LEVEL DATUM IS NGS, NAVD 88, PER OKLAHOMA CITY SURVEY CONTROL MONUMENT #347 AND ADJUSTED FROM PRIMARY CONTROL UTILIZING DIFFERENTIAL LEVELING TECHNIQUES.
 B. ACCURACY - 3RD ORDER OR BETTER



BENCHMARK 201 - RR SPIKE IN PP
 N=186388.4, E=2076319.7
 ELEV=1323.050

REV NO	DATE	DRWN	CHKD	REMARKS

SCALE AS SHOWN
 DATE 06/18/2025
 DRAWN BY GIBBS
 CHECKED BY R. WILLIAMS



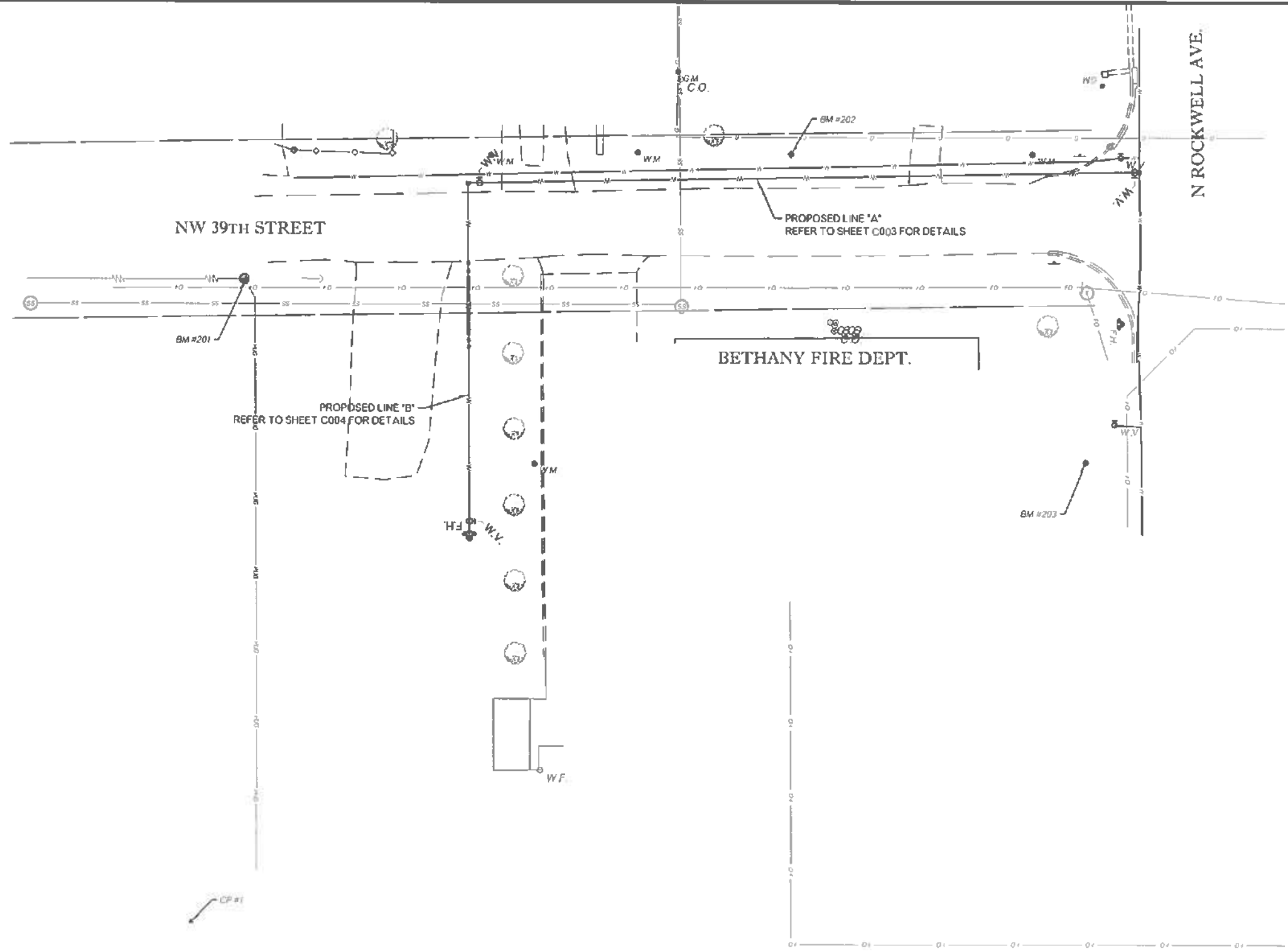
CITY OF BETHANY
 CITY OF BETHANY FIRE DEPARTMENT
 TRAINING TOWER

CIVIL
 SURVEY DATA SHEET



ET450-112
 SHEET NO. C001
 SHEET 5 OF 10

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BENCHMARK 201 - RR SPIKE IN PP
 N=186388.4, E=2076319.7
 ELEV=1323.050



REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE AS SHOWN
 DATE 06/18/2025
 DRAWN BY GIBBS
 CHECKED BY R. WILLIAMS



CITY OF BETHANY
 CITY OF BETHANY FIRE DEPARTMENT
 TRAINING TOWER

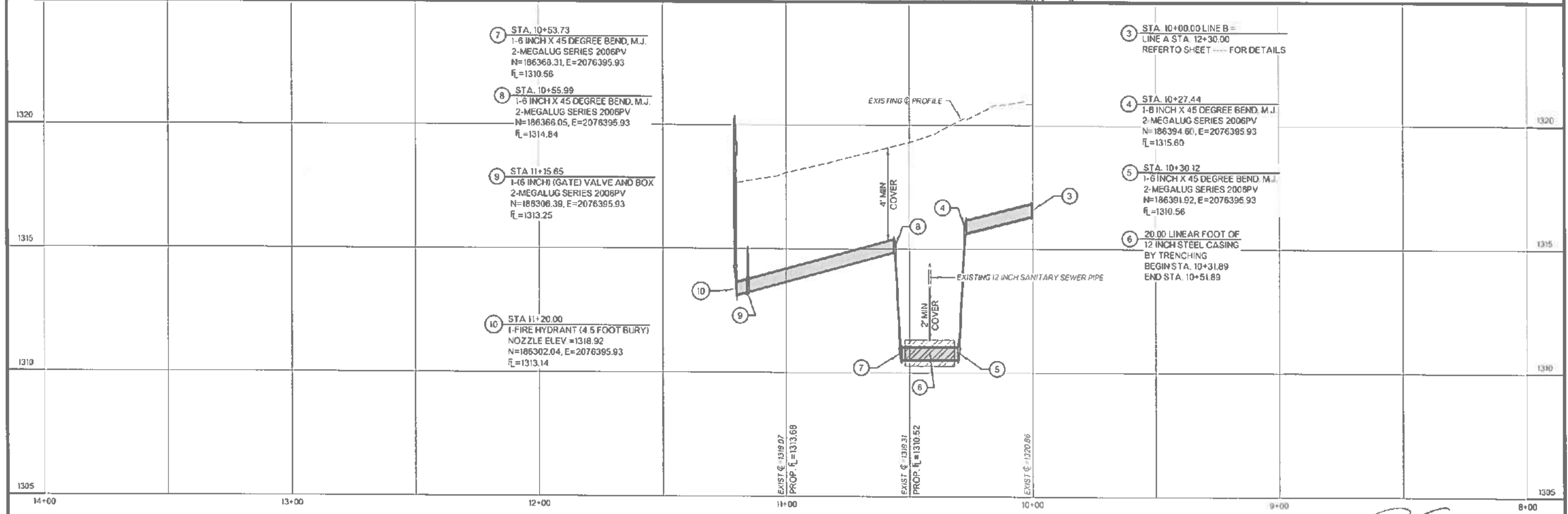
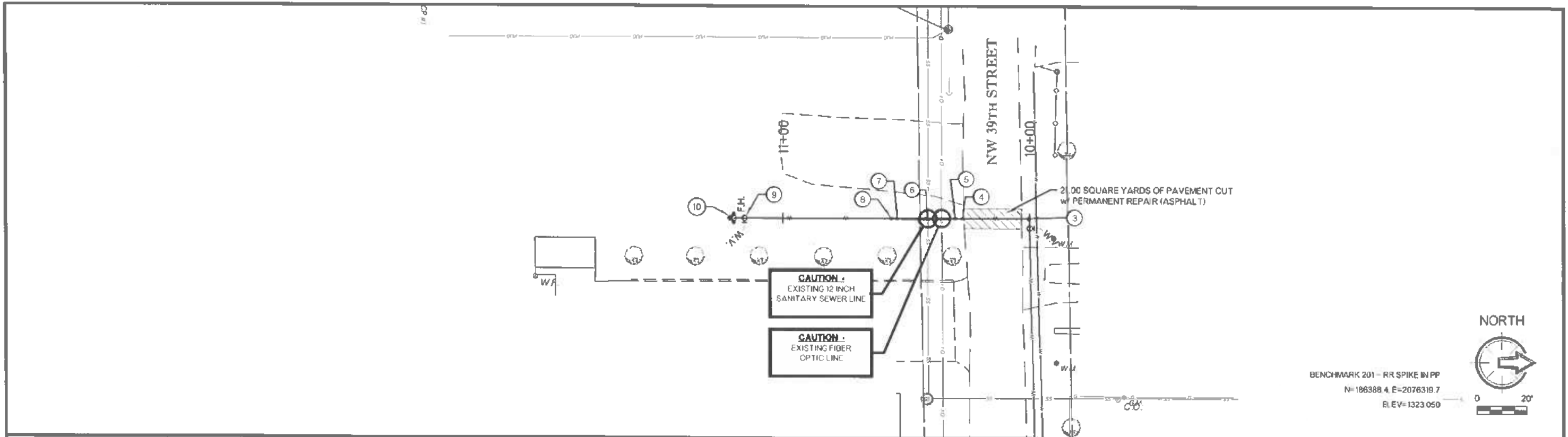
CIVIL
 PROPOSED SITE PLAN



ET450-112

SHEET NO
 C002
 SHEET 6 OF 10

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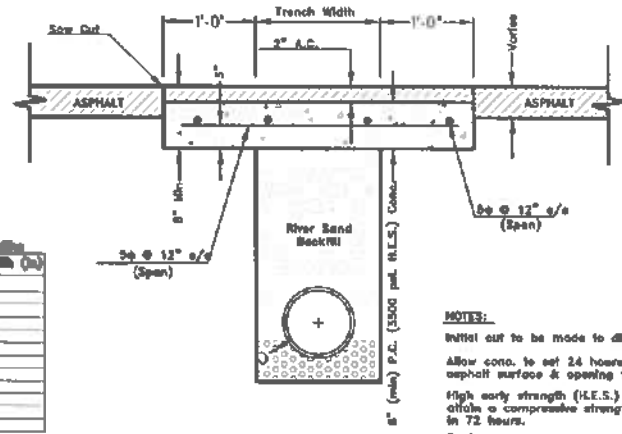
- 7 STA. 10+53.73
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=186368.31, E=2076395.93
RL=1310.56
- 8 STA. 10+55.99
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=186368.05, E=2076395.93
RL=1314.84
- 9 STA 11+35.65
1-6 INCH (GATE) VALVE AND BOX
2-MEGALUG SERIES 2006PV
N=186306.39, E=2076395.93
RL=1313.25
- 10 STA 11+20.00
1-FIRE HYDRANT (4.5 FOOT BURY)
NOZZLE ELEV =1318.92
N=186302.04, E=2076395.93
RL=1313.14

- 3 STA. 10+00.00 LINE B =
LINE A STA. 12+30.00
REFER TO SHEET ---- FOR DETAILS
- 4 STA. 10+27.44
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=186394.60, E=2076385.93
RL=1315.60
- 5 STA. 10+30.12
1-6 INCH X 45 DEGREE BEND, M.J.
2-MEGALUG SERIES 2006PV
N=186391.92, E=2076395.93
RL=1310.56
- 6 20.00 LINEAR FOOT OF
12 INCH STEEL CASING
BY TRENCHING
BEGIN STA. 10+31.89
END STA. 10+51.89

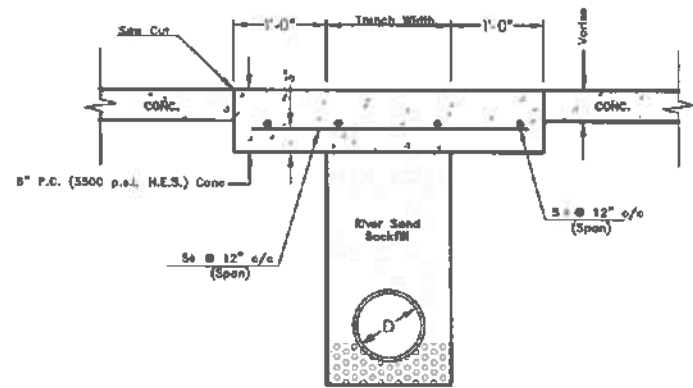
REV NO	DATE	DRWN	CHKD	REMARKS	SCALE AS SHOWN	 CITY OF BETHANY CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER	CIVIL LINE "B" PROPOSED 6 INCH WATER LINE PLAN AND PROFILE	
					DATE: 06/18/2025			
					DRAWN BY: GIBBS CHECKED BY: R. WILLIAMS			

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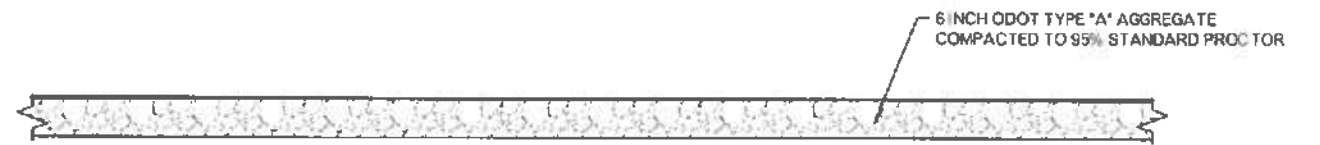
D (in)	Trench Width (in)
4	24
6	30
8	36
10	42
12	48
14	54
16	60
18	66
20	72
24	84
30	102
36	120



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



**PAVING CUT AND PERMANENT REPAIR
 DETAIL**
 N.T.S.



GRAVEL DRIVEWAY REPAIR DETAIL
 N.T.S.

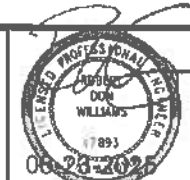
REV NO	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: 06/18/2025
 DRAWN BY: GIBBS
 CHECKED BY: R WILLIAMS



CITY OF BETHANY
 CITY OF BETHANY FIRE DEPARTMENT
 TRAINING TOWER

CIVIL
 MISCELLANEOUS DETAILS



ET450-112

SHEET NO

D001

SHEET 9 OF 10

EROSION AND SEDIMENT CONTROLS

SITE DESCRIPTION

PROJECT LIMITS: NW 39th STREET BETWEEN ROCKWELL AVENUE AND N DIVIS AVENUE

PROJECT DESCRIPTION: CITY OF BETHANY FIRE DEPARTMENT TRAINING TOWER PROPOSED 6 INCH WATER LINE

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

TOTAL AREA TO BE DISTURBED: 0.09 ACRES

WEIGHTED RUNOFF COEFFICIENT: 0.70

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 TARPULIN
- EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

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

WASTE MATERIALS:

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

HAZARDOUS MATERIALS:

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

GENERAL NOTES:

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

IN ADDITION:

*EPA - FINAL NPDES GENERAL PERMITS FOR STORMWATER DISCHARGES FROM CONSTRUCTION SITES, NOTES FEDERAL REGISTER, MONDAY, JULY 6, 1998 - VOLUME 60, NUMBER 128

*ODEQ - GENERAL PERMIT (OKR10) FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA. ODEQ - WATER QUALITY DIVISION, OCTOBER 18, 2017.

CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUALS TO OR GREATER THAN ONE (1) ACRE OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST OBTAIN A PERMIT FROM ODEQ (FORM 506-002a) FOR STORMWATER 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 DAMAGED DUE TO CONSTRUCTION.

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REV NO	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: 06/18/2025
 DRAWN BY: GIBBS
 CHECKED BY: R. WILLIAMS



CITY OF BETHANY
 CITY OF BETHANY FIRE DEPARTMENT
 TRAINING TOWER

GENERAL
 STORMWATER POLLUTION
 PREVENTION PLAN



ET450-112

SHEET NO.
ER01
 SHEET 10 OF 10

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



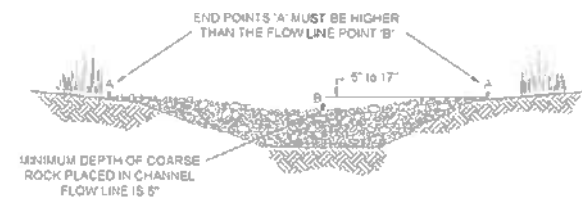
APPROVED BY:  DATE: 01-29-13
ERIC J. WENGER, P.E.
CITY ENGINEER

DRAWN: VSC DATE: 01-29-13

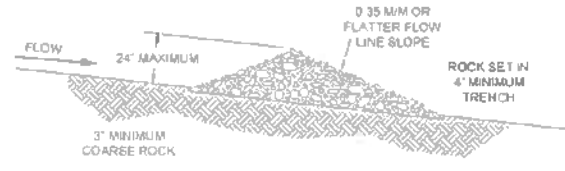
**STORM WATER EROSION AND
SEDIMENT CONTROL
PROCEDURES**

Drawing Number

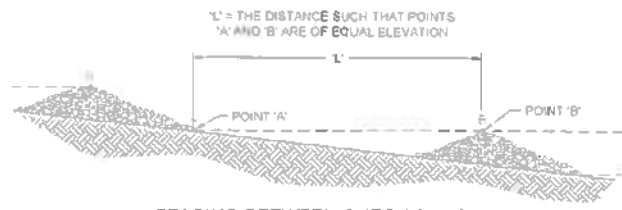
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VIEW LOOKING UPSTREAM



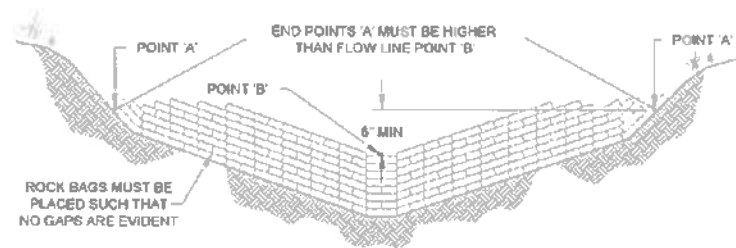
SIDE VIEW



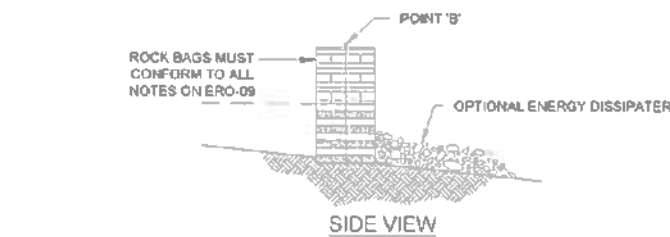
SPACING BETWEEN CHECK DAMS

D-50 OF ROCK (MM)	DOWNSIDE FLOWLINE SLOPE OF STRUCTURE (M/M)					
	0.35	0.30	0.25	0.20	0.15	0.10
75	15	18	20	25	33	48
150	30	36	41	50	66	100

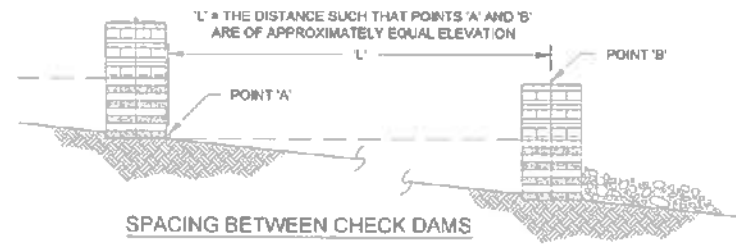
ROCK CHECK DAMS



VIEW LOOKING UPSTREAM

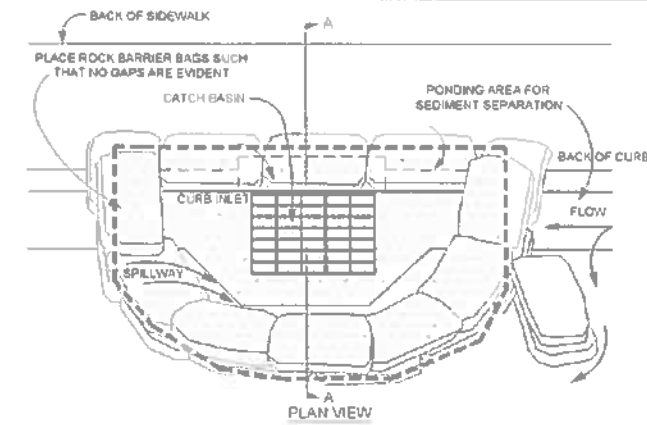


SIDE VIEW

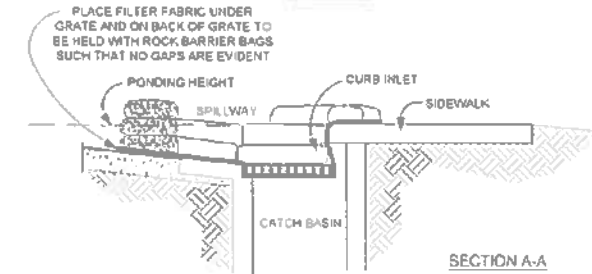


SPACING BETWEEN CHECK DAMS

ROCK BAG CHECK DAMS



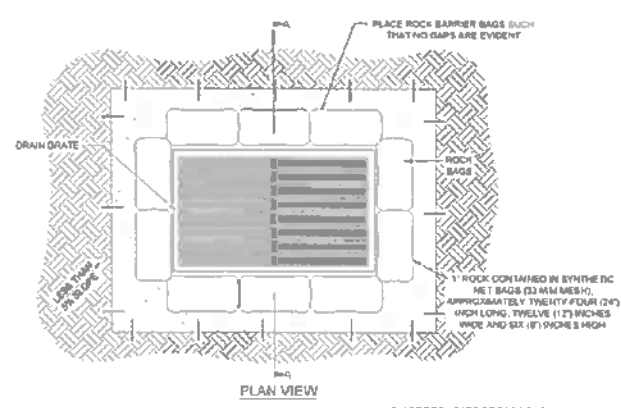
PLAN VIEW



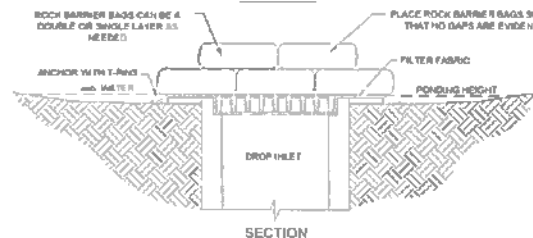
NOTES

1. PLACE CURB TYPE ROCK BAG BARRIER ON GENTLY SLOPING STREET WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF
2. BAGS OF WOVEN GEOTEXTILE FABRIC, FILLED WITH GRAVEL MUST BE LAYERED SUCH THAT NO GAPS ARE EVIDENT
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW ON THE SIDE AWAY FROM FLOW TO PROVIDE A SPILLWAY, OR IN THE CENTER IF PONDING IS NEEDED ON BOTH SIDES
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY

ROCK BAG CURB INLET BARRIER



PLAN VIEW

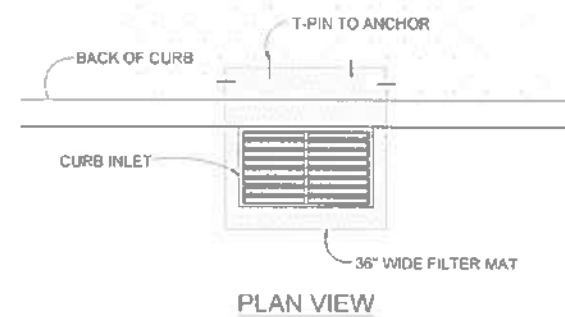


SECTION

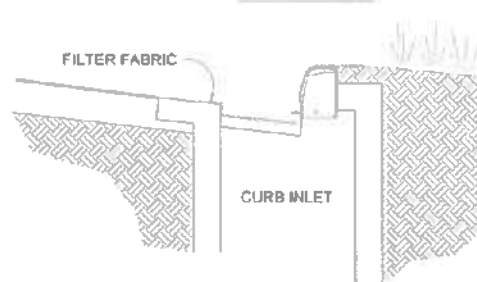
NOTE

1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS (LESS THAN 5%)
2. USE T-PINS TO ANCHOR FILTER MAT INTO THE SOIL
3. A "REASONABLE" DESIGN SIZE PARTICLE TO CAPTURE MUST BE SELECTED
4. SIZE DISTRIBUTION OF UPSTREAM SOIL PARTICLES MUST BE EVALUATED
5. INFLOW AND OUTFLOW FROM THE SYSTEM FOR A SPECIFIC FREQUENCY STORM MUST BE KNOWN
6. POND VOLUME IS DIRECTLY PROPORTIONAL TO THE DISCHARGE RATE OF WATER FROM THE SYSTEM
7. POND VOLUME IS INVERSELY PROPORTIONAL TO THE MASS OF THE DESIGN SIZE SUSPENDED PARTICLE
8. A SYSTEM MUST PROVIDE SUFFICIENT FLOW TO ALLOW FOR DEPOSITION OF DESIGN SIZE PARTICLES
9. THE PONDING HEIGHT MUST BE WELL BELOW THE GROUND ELEVATION DOWN SLOPE TO PREVENT RUNOFF FROM EXCEEDING THE INLET. A TEMPORARY ONE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE

ROCK BAG / FILTER MAT DROP INLET SEDIMENT BARRIER



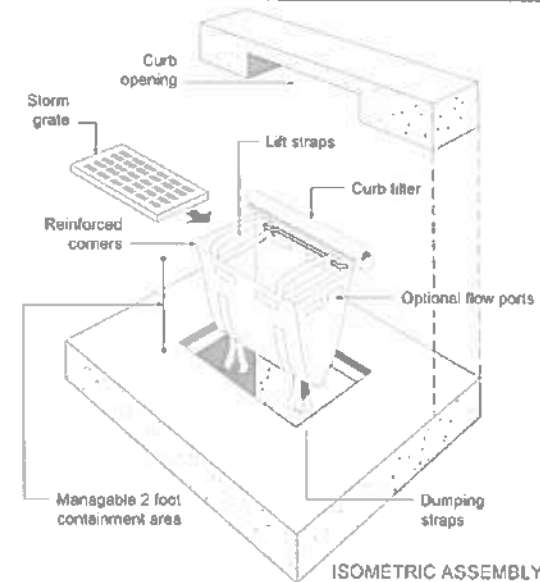
PLAN VIEW



NOTES

1. USE FILTER MAT SEDIMENT BARRIER WHEN CURB INLET IS LOCATED IN GENTLY SLOPING STREET, WITH MINIMAL NEED, WHERE WATER CAN FILTER AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF
2. BARRIER SHALL ALLOW FOR OVERFLOW FROM SEVERE STORM EVENT
3. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY

CURB INLET FILTER MAT SEDIMENT BARRIER

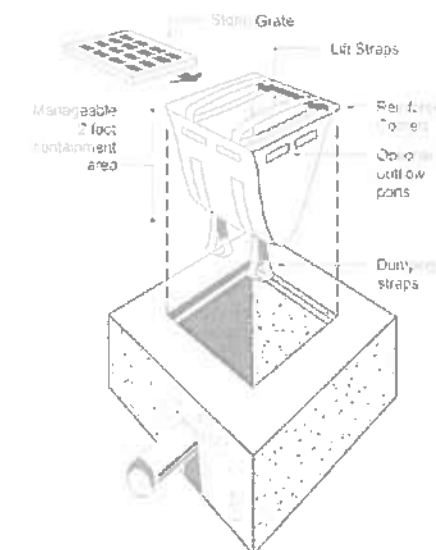


ISOMETRIC ASSEMBLY

NOTES

1. Remove the grate from the catch basin
2. Stand grate on end. Move the top lifting straps out of the way and place grate into the unit so that the grate is below the top straps and above the lower straps. The grate should be cradled between the upper and lower straps
3. Holding the lifting straps, insert the grate into the inlet, being careful that the grate remains in place and being careful not to damage the unit
4. Remove all accumulated sediment and debris from the vicinity of unit after each storm event
5. After each storm event and at regular intervals, look into the unit. If the unit is more than 1/3 full of accumulated sediment, the unit must be emptied
6. To empty the unit, using the lifting straps lift the unit out of the inlet and remove the grate. Transport the unit to an appropriate location for removal of contents. Holding the dumping straps on the bottom of the unit, turn the unit upside down, emptying the contents. Reinstall unit as above

CURB INLET SEDIMENT BAG



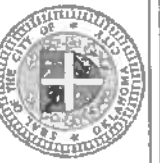
ISOMETRIC ASSEMBLY

NOTES

1. Remove the grate from the catch basin
2. Stand grate on end. Move the top lifting straps out of the way and place grate into the unit so that the grate is below the top straps and above the lower straps. The grate should be cradled between the upper and lower straps
3. Holding the lifting straps, insert the grate into the inlet, being careful that the grate remains in place and being careful not to damage the unit
4. Remove all accumulated sediment and debris from the vicinity of unit after each storm event
5. After each storm event and at regular intervals, look into the unit. If the unit is more than 1/3 full of accumulated sediment, the unit must be emptied
6. To empty the unit, using the lifting straps lift the unit out of the inlet and remove the grate. Transport the unit to an appropriate location for removal of contents. Holding the dumping straps on the bottom of the unit, turn the unit upside down, emptying the contents. Reinstall unit as above

DROP INLET SEDIMENT BAG

The City of Oklahoma City
Public Works Department
Engineering Division



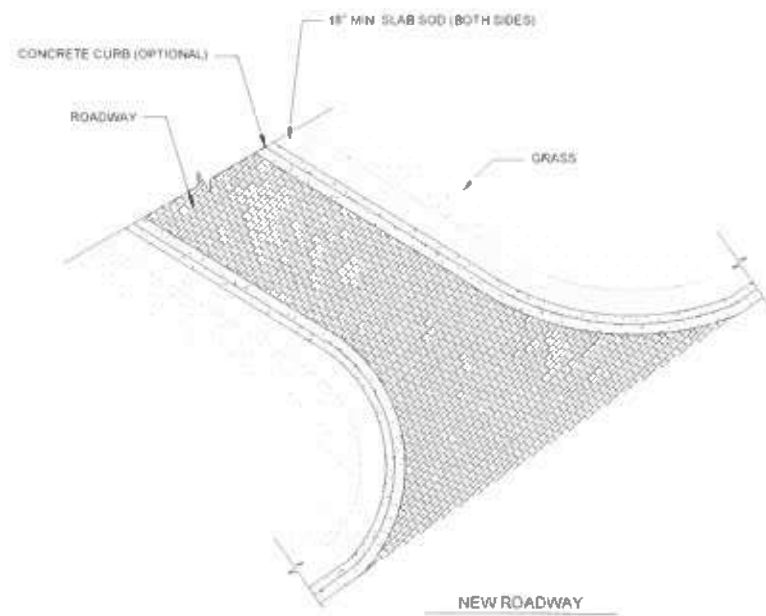
APPROVED BY: DATE: 03-28-13
ERIC J. WENGER, P.E.
CITY ENGINEER

DRAWN: VSC DATE: 03-28-13

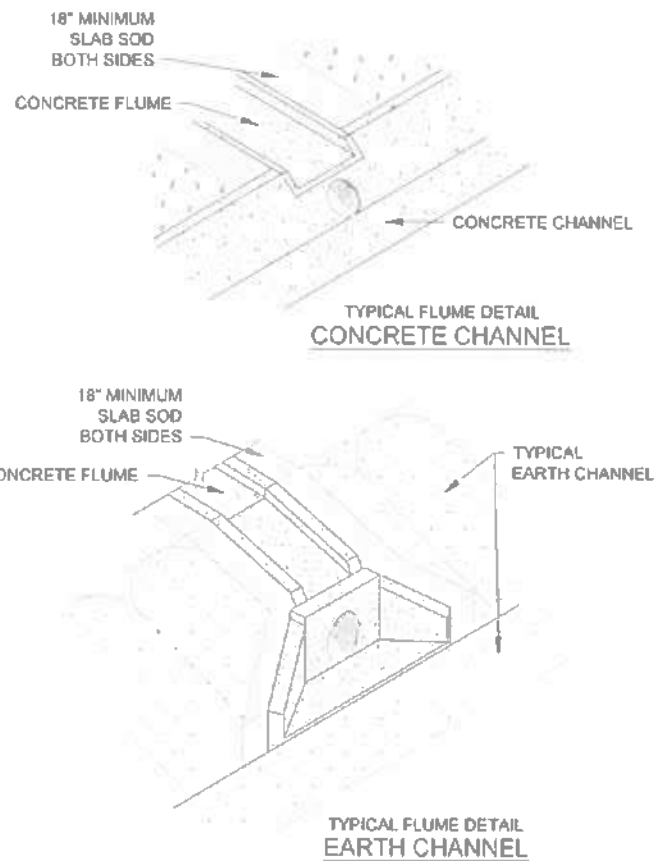
STORM WATER QUALITY
EROSION CONTROL DRAWINGS

Drawing Number/

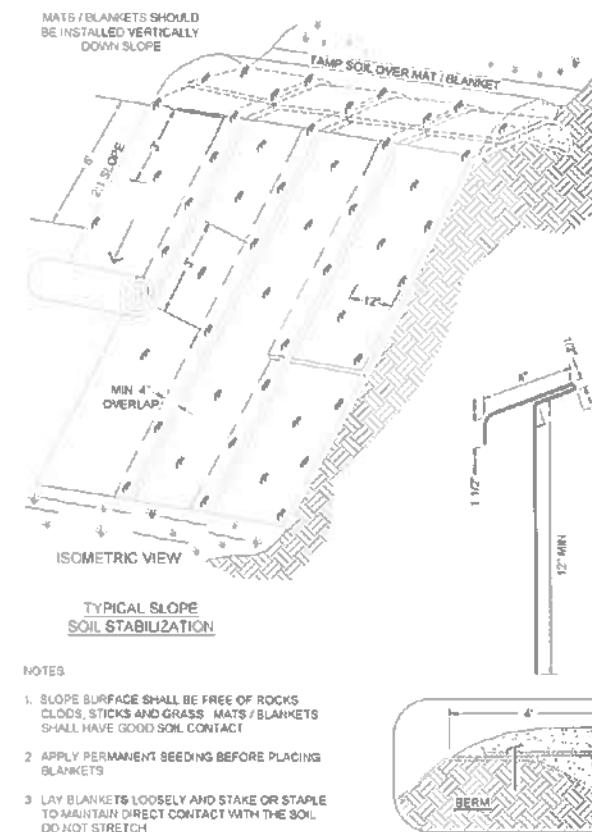
ERO-02



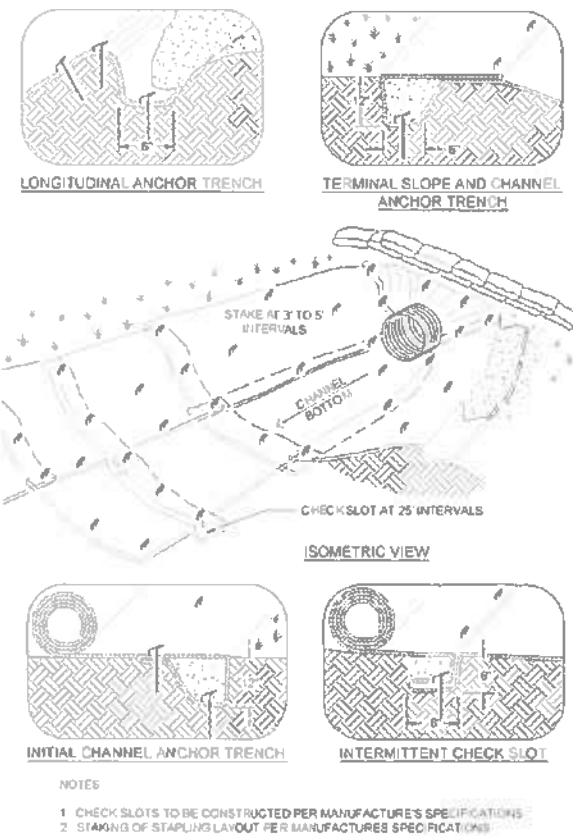
NEW ROADWAYS



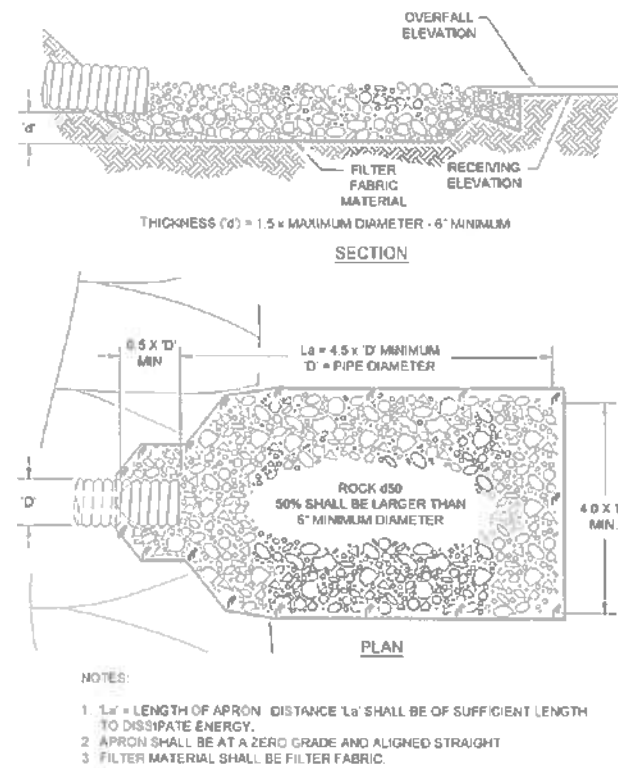
CONCRETE FLUME



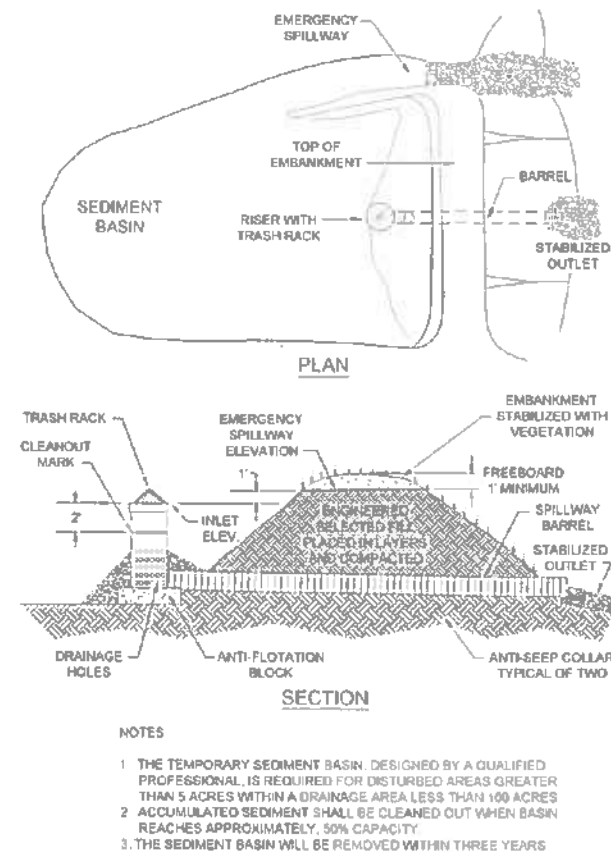
EROSION BLANKET / TURF REINFORCEMENT MAPS - SLOPE INSTALLATION



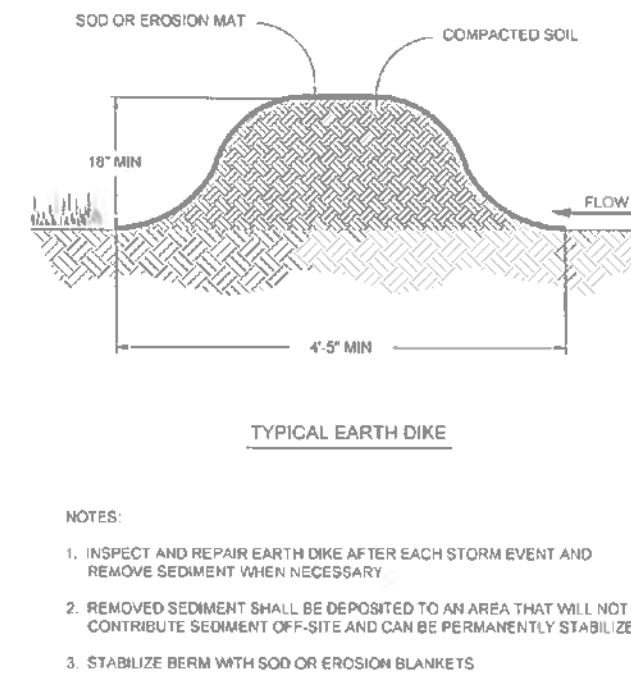
EROSION BLANKET / TURF REINFORCEMENT MAPS
CHANNEL INSTALLATION



ENERGY DISSIPATER



TYPICAL SEDIMENT BASIN



TYPICAL EARTH DIKE

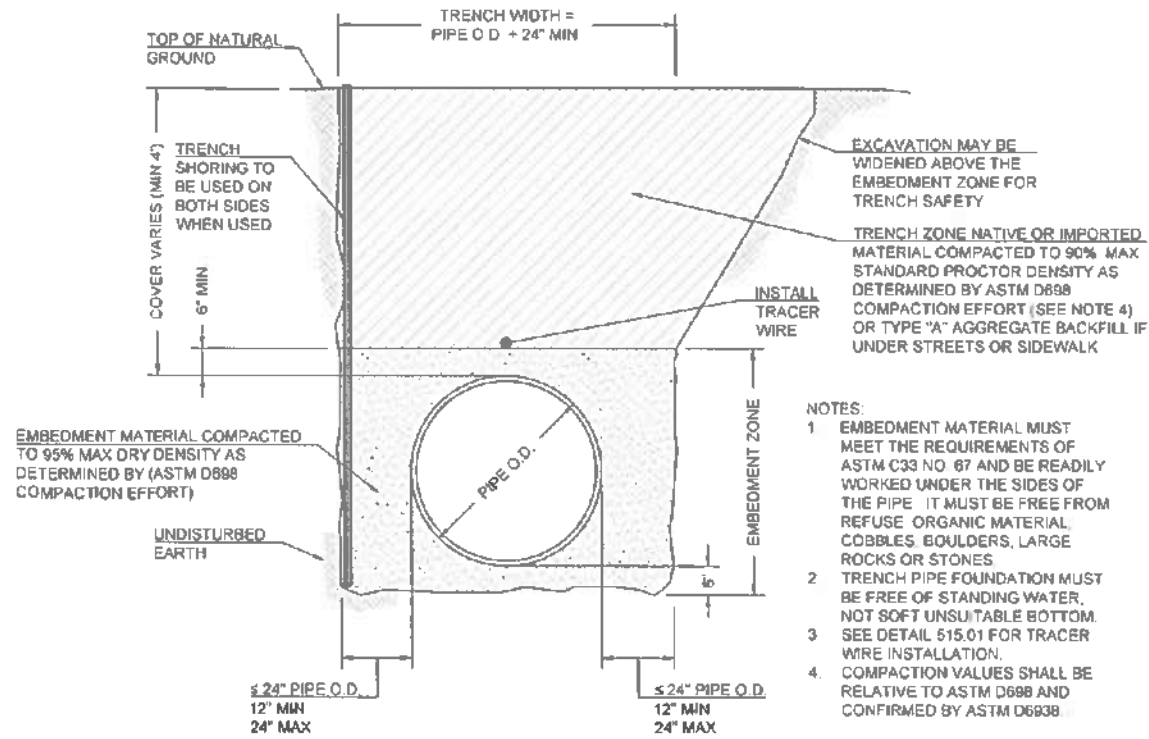
APPROVED BY: DATE: 03-28-13
DRAWN: VSC
DATE: 03-28-13

The City of Oklahoma City
Public Works Department
Engineering Division

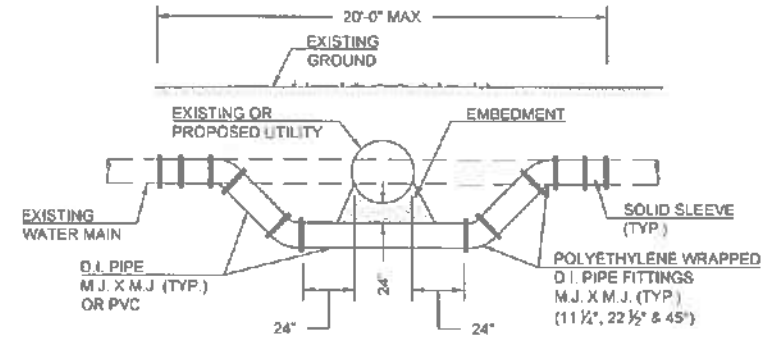
STORM WATER QUALITY
EROSION CONTROL DRAWINGS

Drawing Number
ERO-D3

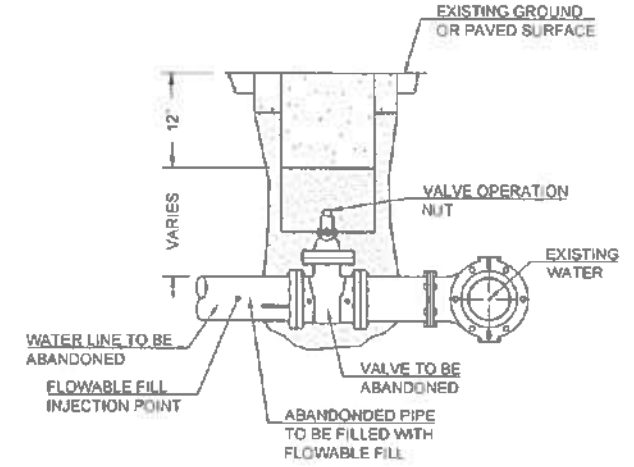
C:\projects\okc\pwr\cadd\ero\ero.d3 VSC 03-28-13



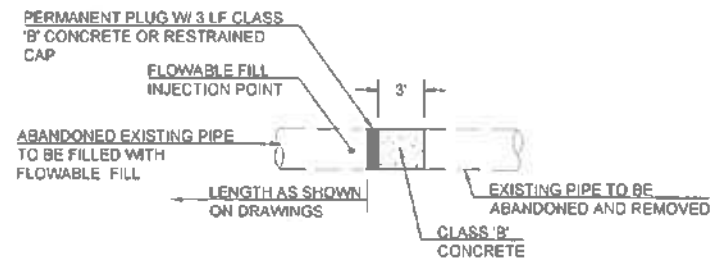
01
501 **BEDDING AND TRENCHING**
Scale: N.T.S.



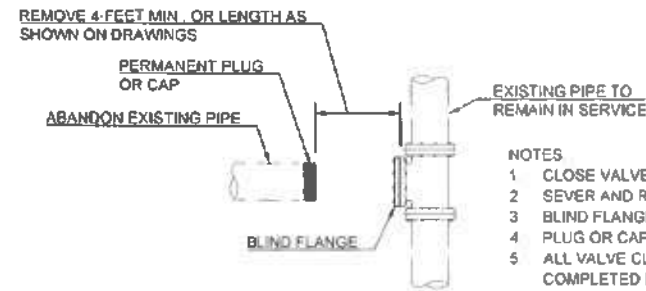
02
501 **WATER LINE LOWERING < 24"**
Scale: N.T.S.



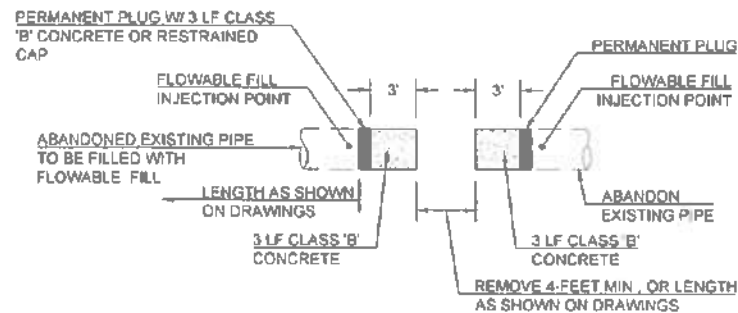
03
501 **VALVE ABANDONMENT**
Scale: N.T.S.



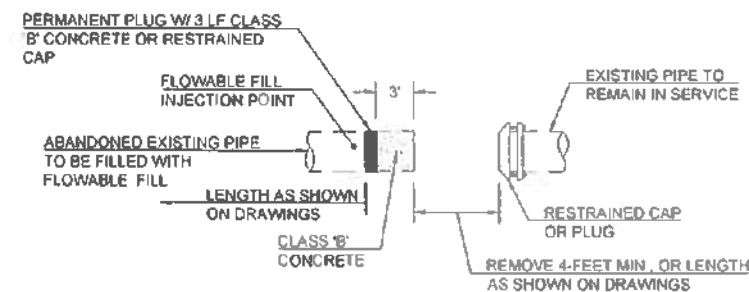
04
501 **TYPICAL PERMANENT CUT AND CAP ON EXISTING WATER LINE**
Scale: N.T.S.



05
501 **TYPICAL CUT AND CAP WITH WATER MAIN REMOVAL**
Scale: N.T.S.



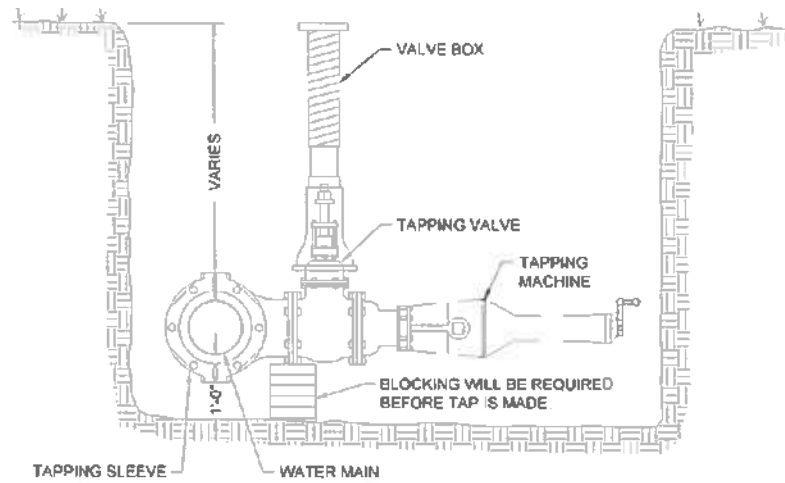
06
501 **TYPICAL IN-LINE PIPE CUT AND RESTRAINED PLUG**
Scale: N.T.S.



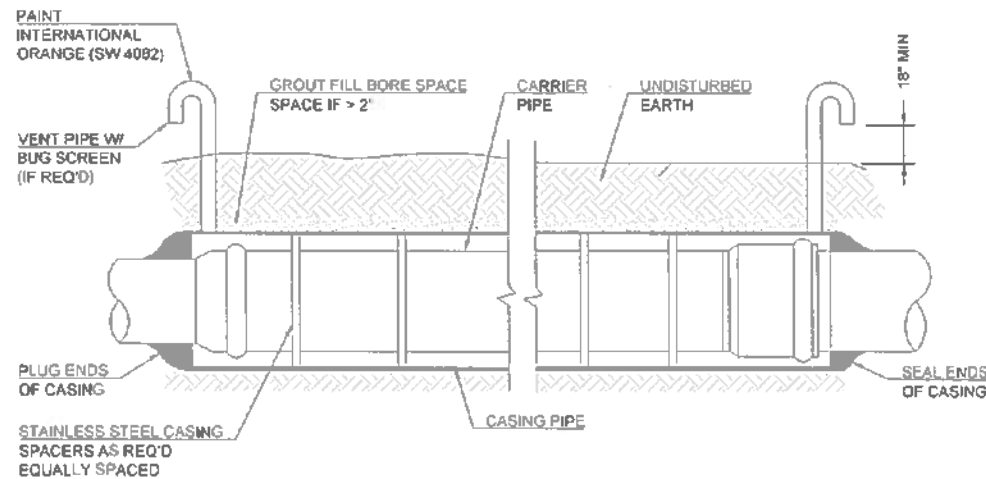
07
501 **TYPICAL IN-LINE PIPE CUT AND PLUG**
Scale: N.T.S.



APPROVED BY: *[Signature]* DATE: 10/16/2023
DESIGNED BY: *[Signature]* DATE: 10/10/2023
CHECKED BY: *[Signature]* DATE: 10/10/2023
WILL HARRIS, P.E. CITY ENGINEER
CHRIS BROWN, GENERAL MANAGER
WILL HARRIS, P.E. UTILITY DIRECTOR
UTILITIES ENGINEERING



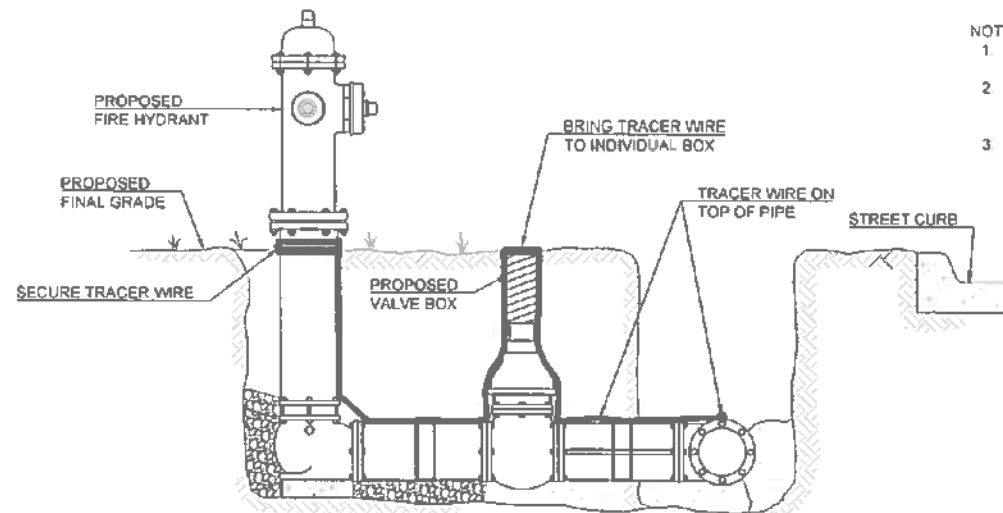
01
505 **TAPPING CONNECTION**
Scale: N.T.S.



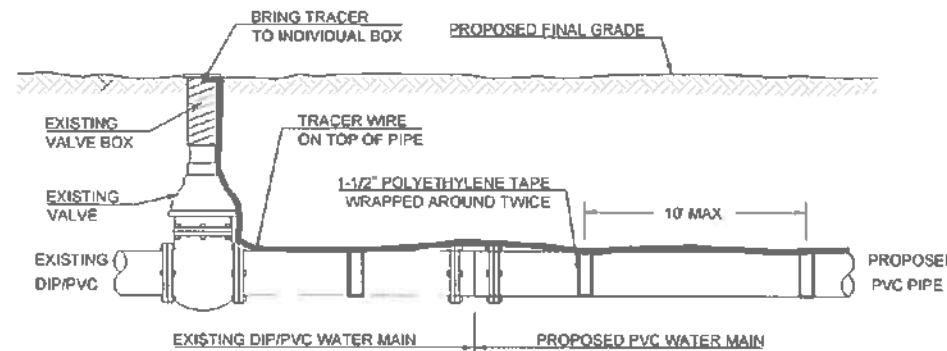
NOTES:

- SEALED CASING ENDS** - NEOPRENE RUBBER END SEALS SECURED WITH 316 STAINLESS STEEL BANDING REQUIRED
- PLUGGED PIPE ENDS** - BOTH ENDS OF THE CASING PIPE MUST BE PLUGGED WITH A NON-SHRINK GROUT OR CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI OR GROUTED MASONRY EACH PLUG MUST BE A MINIMUM LENGTH OF 18" GROUTING PRESSURE MUST NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDATIONS.
- VENT PIPES** - VENT PIPES MUST BE INSTALLED ON BOTH ENDS OF CASING FOR BORINGS THAT CROSS ODOT ROADS AND RAILROAD CROSSINGS. VENTS MUST BE 2" DIA. FOR CASING SIZES ≤ 30-IN. VENTS MUST BE 4" DIA. FOR CASING SIZES > 30-IN. VENTS MUST HAVE A 90 DEG BEND TO POINT TOWARDS THE GROUND AND MUST BE PAINTED INTERNATIONAL ORANGE. BUG SCREEN MUST BE INCLUDED ON THE OPEN END OF VENT PIPE
- CASING PIPE SIZE** - STEEL CASING PIPE MUST HAVE THE FOLLOWING MINIMUM DIAMETERS SEE STANDARD SPECIFICATION 518.02.02 OR STANDARD DETAIL 835.02
- CASING PIPE THICKNESS** - STEEL CASING PIPE MUST HAVE THE FOLLOWING MINIMUM THICKNESS(ES), IN INCHES, FOR THE INDICATED MAXIMUM DEPTH OF COVER(S), IN FEET. SEE STANDARD SPECIFICATION 518.02.02 OR STANDARD DETAIL 835.02.
- CASING MATERIAL** - STEEL CASING PIPE MUST CONFORM WITH ASTM A-139. STANDARD SPECIFICATION FOR ELECTRIC-FUSION (ARC) - WELDED STEEL PIPE (NPS4 AND OVER). THE STEEL MATERIAL MUST BE NEW, SMOOTH WALL CARBON STEEL, GRADE B, WITH A MINIMUM TENSILE STRENGTH AND MINIMUM THIRTY-FIVE-THOUSAND (35,000 PSI) POUNDS PER SQUARE INCH YIELD STRENGTH

01
518 **PIPE BORE AND CASING**
Scale: N.T.S.



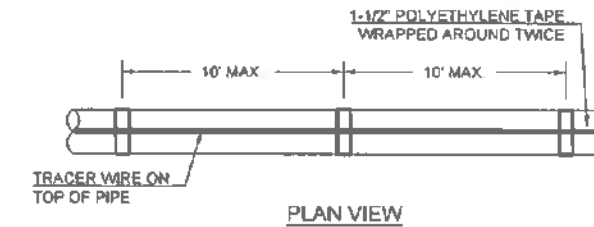
INSTALLATION OF TRACER WIRE FOR PROPOSED FIRE HYDRANT & VALVE



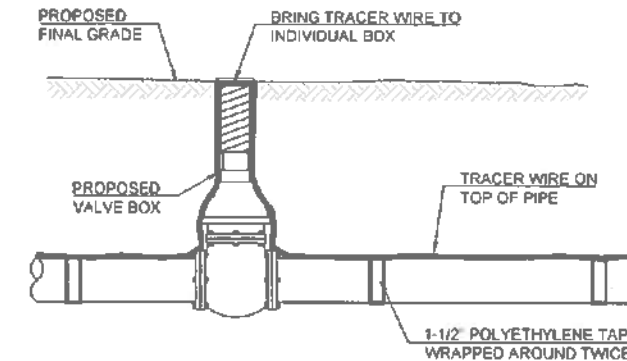
INSTALLATION OF TRACER WIRE FOR PROPOSED WATER VALVE & ALONG PVC WATER MAIN

NOTES

- ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMPS.
- WHEN EXISTING DIP/PVC MAIN IS TO BE EXTENDED WITH A PVC MAIN THE CONTRACTOR MUST EXCAVATE ALONG THE TOP OF EXISTING PIPE TO THE NEAREST EXISTING VALVE AND INSTALL A TRACER WIRE ON TOP OF EXISTING PIPE AS SHOWN IN DETAIL.
- TRACER WIRE MUST HAVE THERMOPLASTIC INSULATION/NYLON SHEATH ABRASION HEAT, MOISTURE, OIL & GASOLINE RESISTANT



INSTALLATION OF TRACER WIRE ALONG TOP OF PVC WATER MAIN

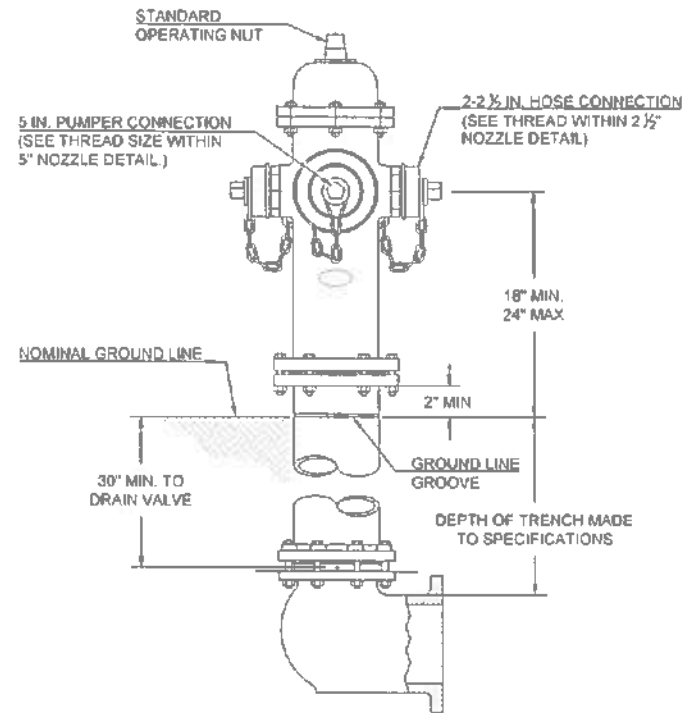


INSTALLATION OF TRACER WIRE FOR PROPOSED PVC WATER MAIN WITH CONNECTION TO EXISTING DIP/PVC WATER MAIN

01
515 **PVC PIPE TRACER WIRE INSTALLATION**
Scale: N.T.S.



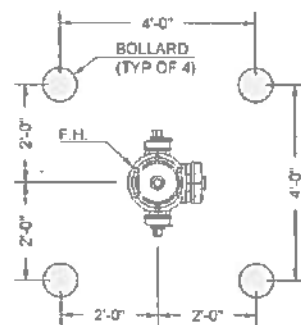
APPROVED BY: *William Miller*
DATE: 10/16/2023
DESIGNED BY: *William Miller*
DATE: 10/10/2023
CHECKED BY: *William Miller*
DATE: 10/10/2023
WILL MILLER, P.E. DEPUTY DIRECTOR
UTILITIES ENGINEERING



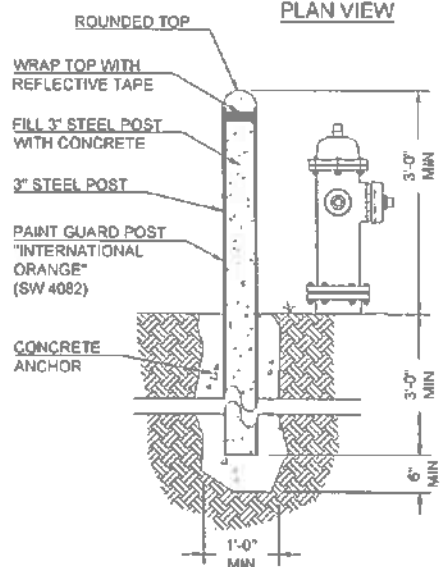
NOTES:

1. FIRE HYDRANTS MUST BE INSTALLED IN TRUE VERTICAL POSITION
2. HYDRANT COLOR IS AS FOLLOWS:
A.) FOR PUBLIC. INTERNATIONAL ORANGE (SW 4082)
B.) FOR PRIVATE. CANARY YELLOW (FFEP00)
3. THRUST RESTRAINTS TO BE USED.
4. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMP AND SIDEWALKS
5. FIRE HYDRANTS ARE ONLY AUTHORIZED TO HAVE 1-12 INCH EXTENSION AND ALL PARTS ARE TO BE ORIGINAL EQUIPMENT MANUFACTURER OTHERWISE A VERTICAL SHOE MUST BE UTILIZED.

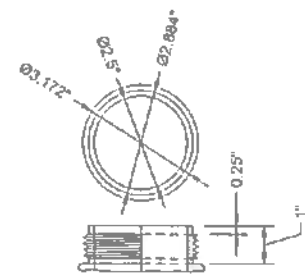
01 FIRE HYDRANT
507 Scale: N.T.S.



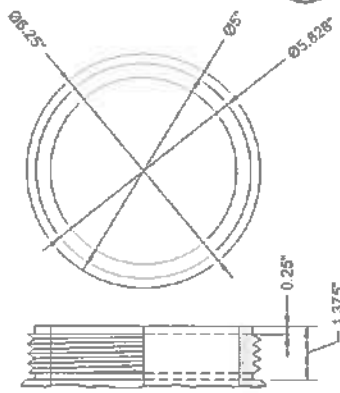
PLAN VIEW



02 BOLLARD INSTALLATION
507 Scale: N.T.S.



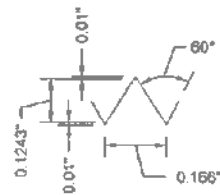
2.5" NOZZLE



5" NOZZLE

FORM OF THREAD

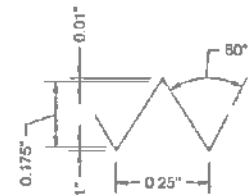
CLEARANCE BETWEEN MALE AND FEMALE THREAD .03", 6 THREADS PER INCH. PITCH DIAMETER 3.026" MAXIMUM VARIATION 0.005".



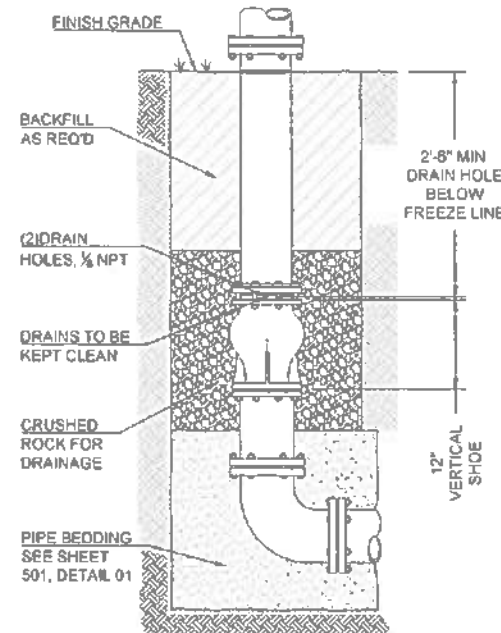
03 FIRE HYDRANT 2.5" NOZZLE DETAIL
507 Scale: N.T.S.

FORM OF THREAD

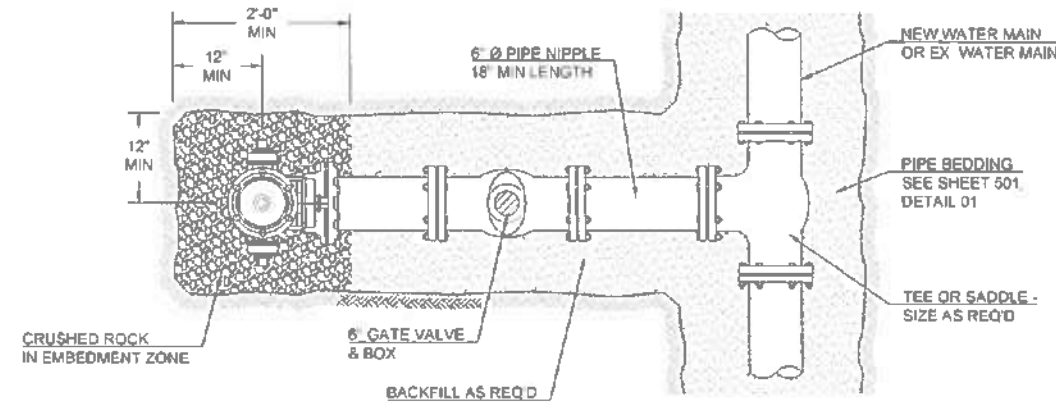
CLEARANCE BETWEEN MALE AND FEMALE THREAD .05", 4 THREADS PER INCH. PITCH DIAMETER 6.033" MAXIMUM VARIATION 0.009".



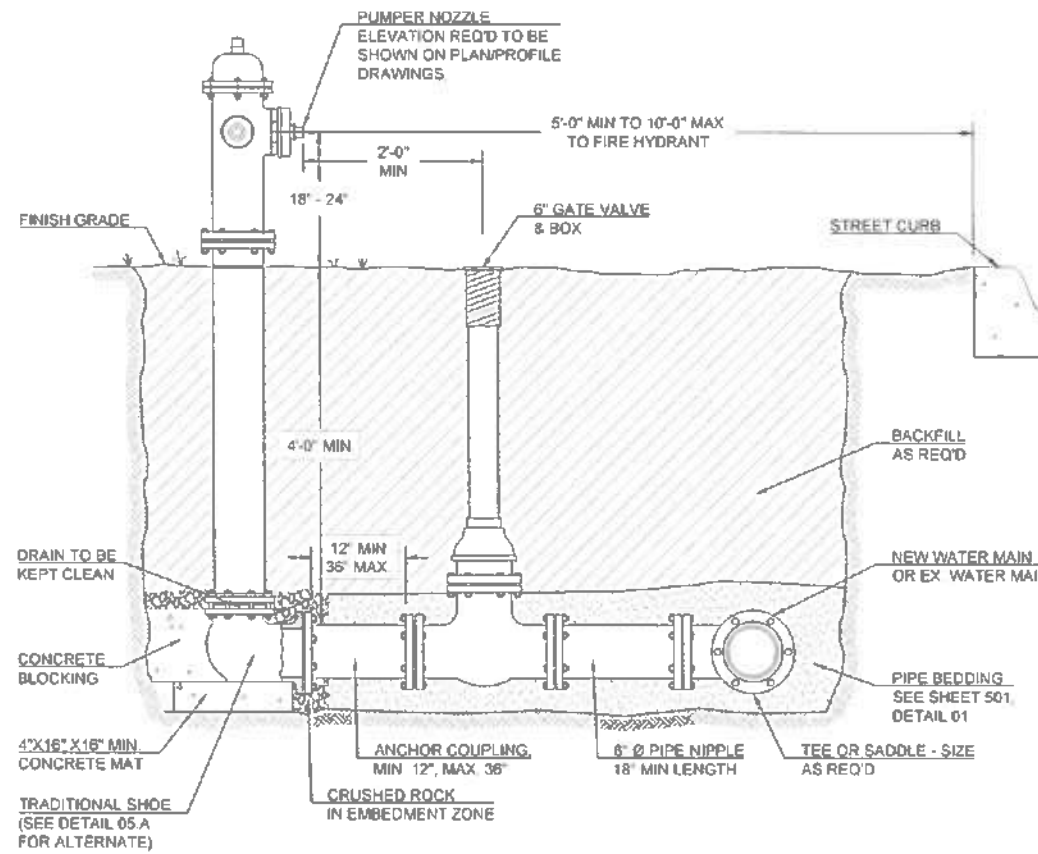
04 FIRE HYDRANT 5.0" NOZZLE DETAIL
507 Scale: N.T.S.



05.A (ALT.) VERTICAL SHOE
507 Scale: N.T.S.



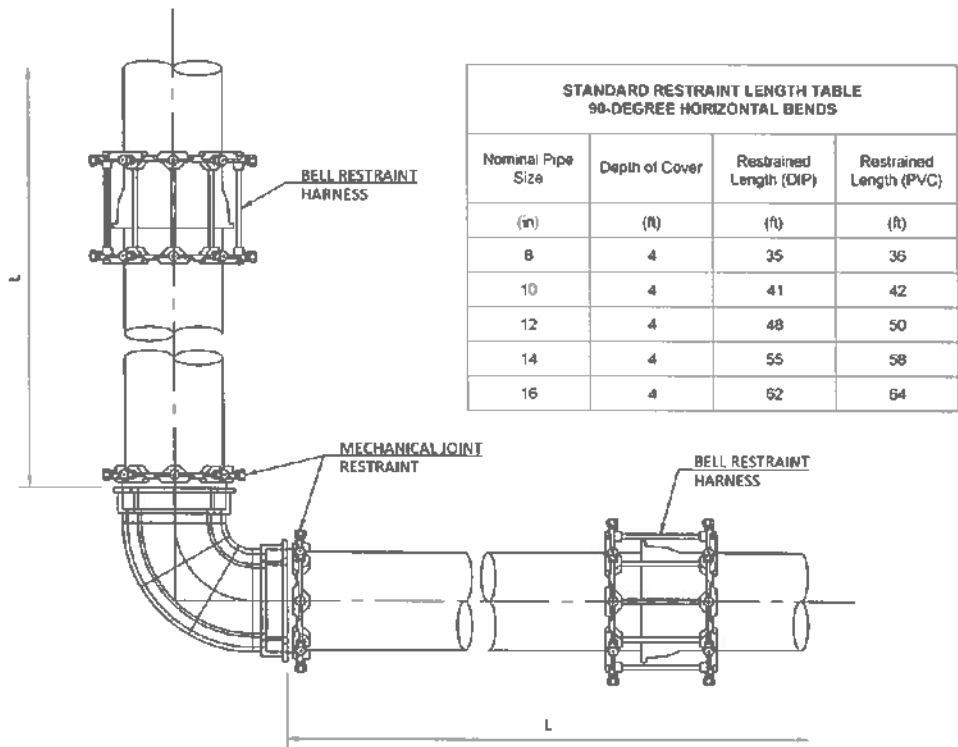
PLAN VIEW



05 FIRE HYDRANT CONNECTION TO MAIN
507 Scale: N.T.S.



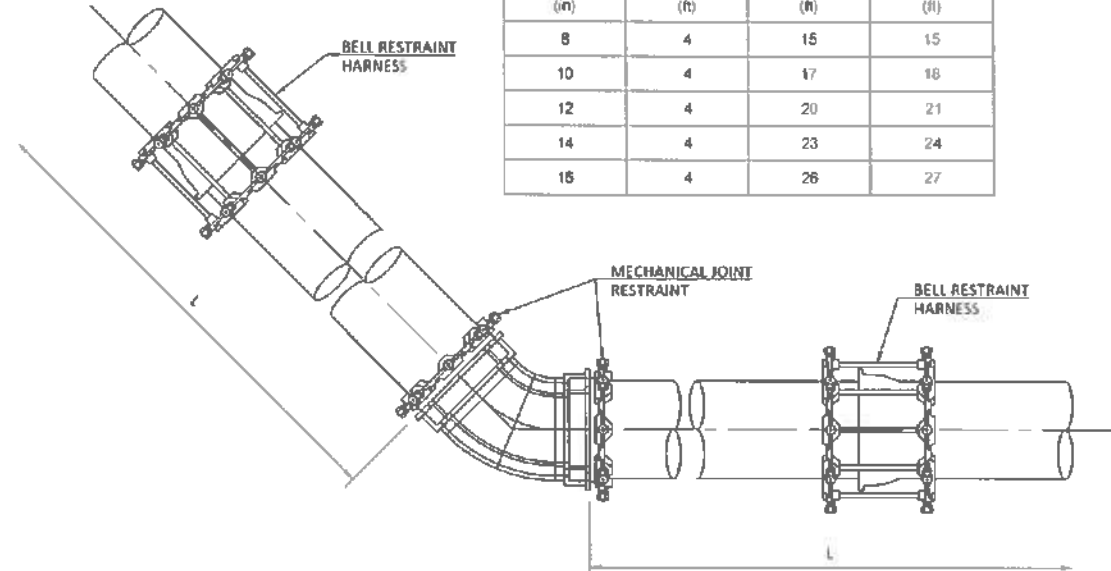
APPROVED BY: *Debra Miller* DATE: 10/18/2023
 CHECKED BY: *Chris Williams* DATE: 10/10/2023
 DRAWN BY: *Will Hays* DATE: 10/10/2023
 TITLE: PROJECT MANAGER
 TITLE: UTILITY DIRECTOR



Nominal Pipe Size	Depth of Cover	Restrained Length (DIP)	Restrained Length (PVC)
(in)	(ft)	(ft)	(ft)
8	4	35	36
10	4	41	42
12	4	48	50
14	4	55	58
16	4	62	64

PLAN VIEW

01
509 **RESTRAINING 90° BEND**
Scale: N.T.S.

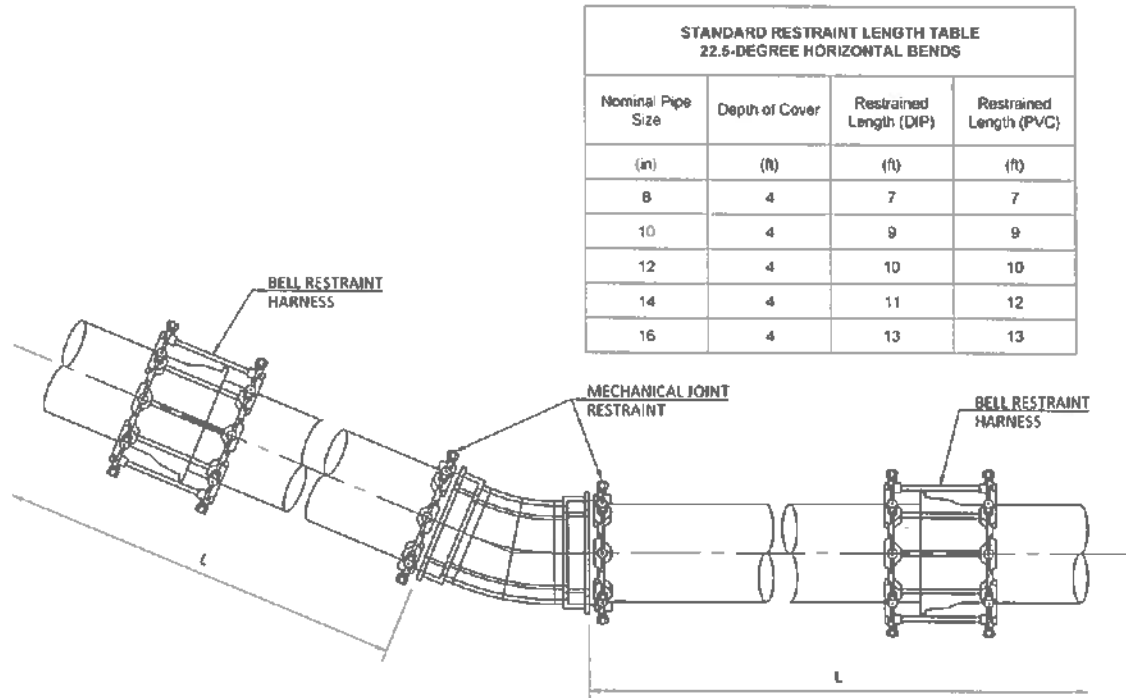


Nominal Pipe Size	Depth of Cover	Restrained Length (DIP)	Restrained Length (PVC)
(in)	(ft)	(ft)	(ft)
8	4	15	15
10	4	17	18
12	4	20	21
14	4	23	24
16	4	26	27

PLAN VIEW

02
509 **RESTRAINING 45° BEND**
Scale: N.T.S.

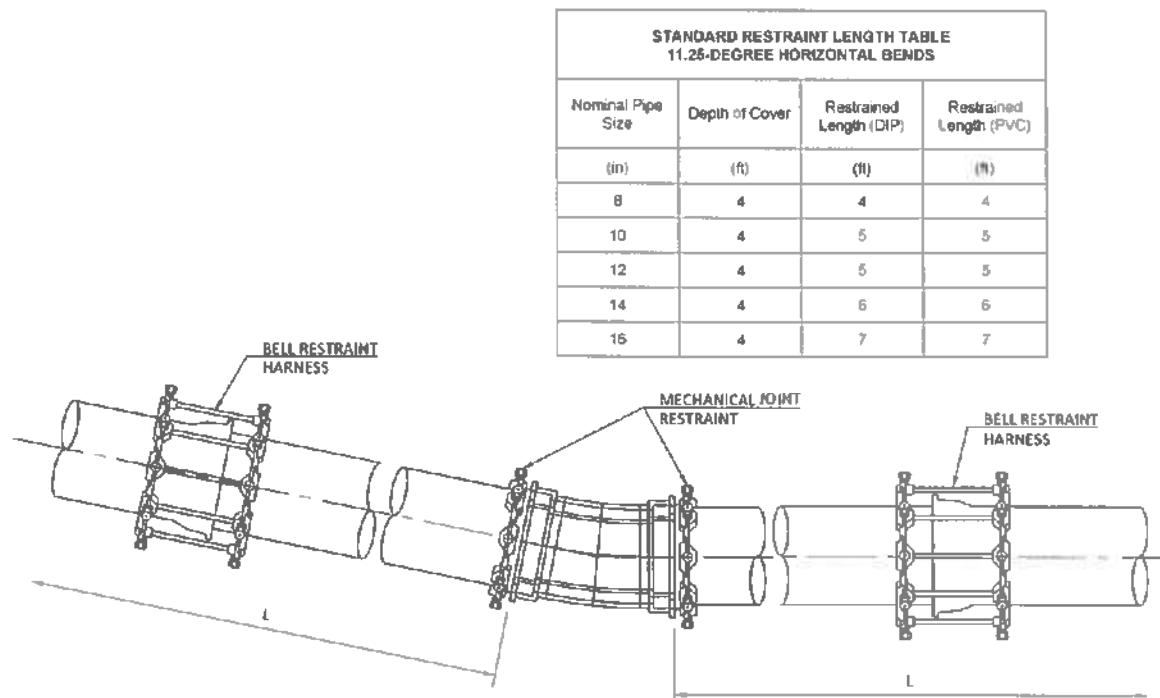
GENERAL NOTES
1. CONTRACTOR TO FOLLOW ALL MANUFACTURERS SPECIFICATIONS FOR INSTALLATION OF MECHANICAL JOINT RESTRAINTS AND BELL RESTRAINT HARNESES.



Nominal Pipe Size	Depth of Cover	Restrained Length (DIP)	Restrained Length (PVC)
(in)	(ft)	(ft)	(ft)
8	4	7	7
10	4	9	9
12	4	10	10
14	4	11	12
16	4	13	13

PLAN VIEW

03
509 **RESTRAINING 22 1/2° BEND**
Scale: N.T.S.



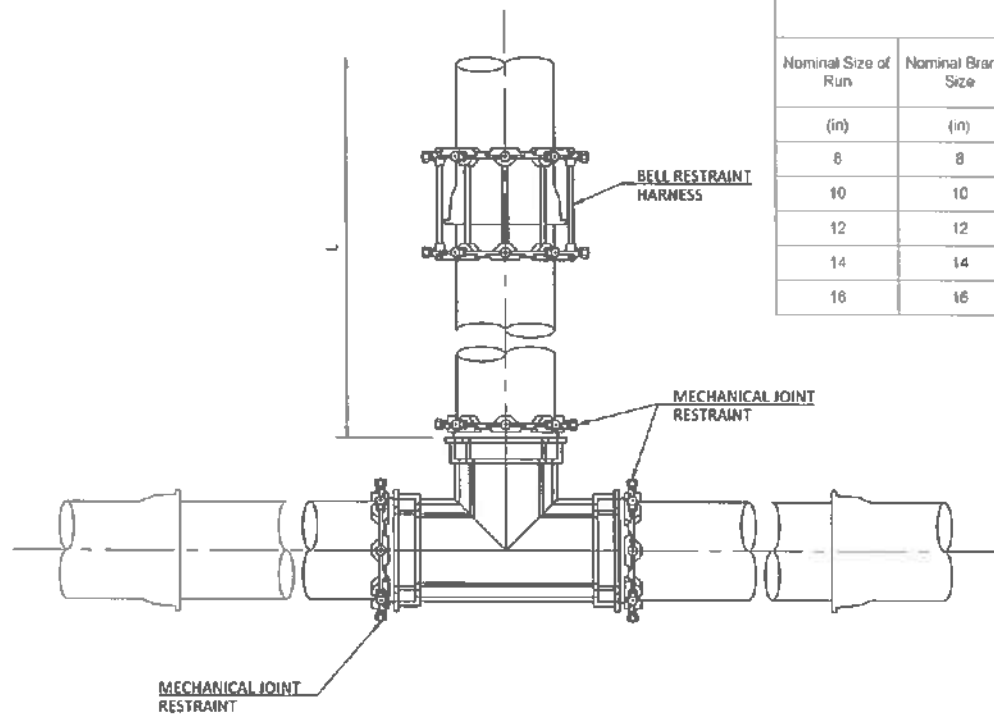
Nominal Pipe Size	Depth of Cover	Restrained Length (DIP)	Restrained Length (PVC)
(in)	(ft)	(ft)	(ft)
8	4	4	4
10	4	5	5
12	4	5	5
14	4	6	6
16	4	7	7

PLAN VIEW

04
509 **RESTRAINING 11 1/4° BEND**
Scale: N.T.S.



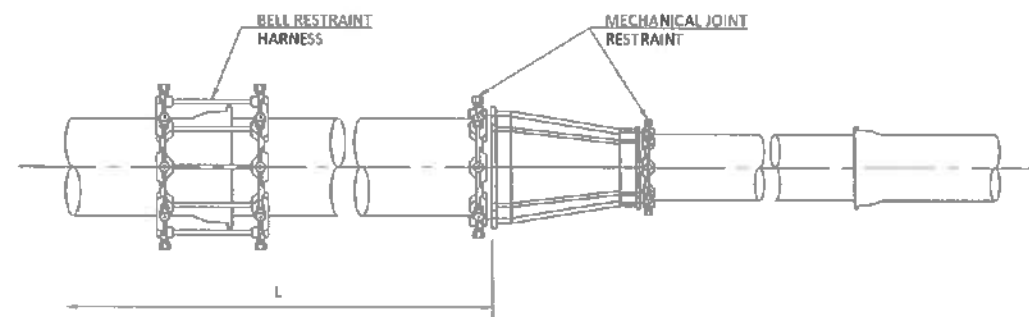
APPROVED BY: *William Miller*
DATE: 10/16/2023
DESIGNED BY: *Chris B...*
DATE: 10/10/2023
CHECKED BY: *William Miller*
DATE: 10/10/2023
CITY ENGINEER
WILLIAM MILLER, P.E. CITY ENGINEER
CHRIS B... GENERAL MANAGER
WILLIAM MILLER, P.E. DEPUTY DIRECTOR
UTILITIES ENGINEERING



05
509
RESTRAINING TEE° BEND
Scale: N.T.S.

STANDARD RESTRAINT LENGTH TABLE TEES				
Nominal Size of Run	Nominal Branch Size	Depth of Cover	Restrained Length (DIP)	Restrained Length (PVC)
(in)	(in)	(ft)	(ft)	(ft)
8	8	4	1	1
10	10	4	10	11
12	12	4	28	31
14	14	4	46	54
16	16	4	63	69

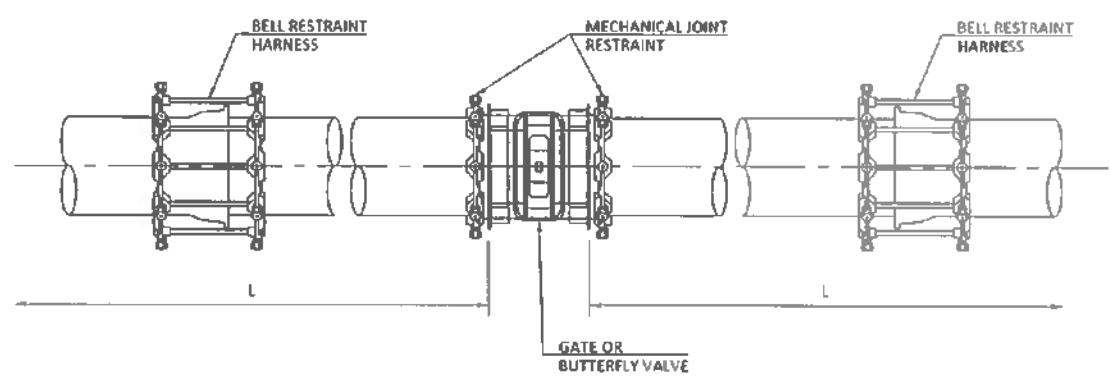
STANDARD RESTRAINT LENGTH TABLE REDUCERS				
Nominal Pipe Size	Minimum Nominal Size of Reducer	Depth of Cover	Restrained Length (DIP)	Restrained Length (PVC)
(in)	(in)	(ft)	(ft)	(ft)
8	6	4	38	41
10	8	4	36	39
12	8	4	67	73
14	12	4	37	41
16	12	4	69	75



06
509
RESTRAINING REDUCER FITTING
Scale: N.T.S.

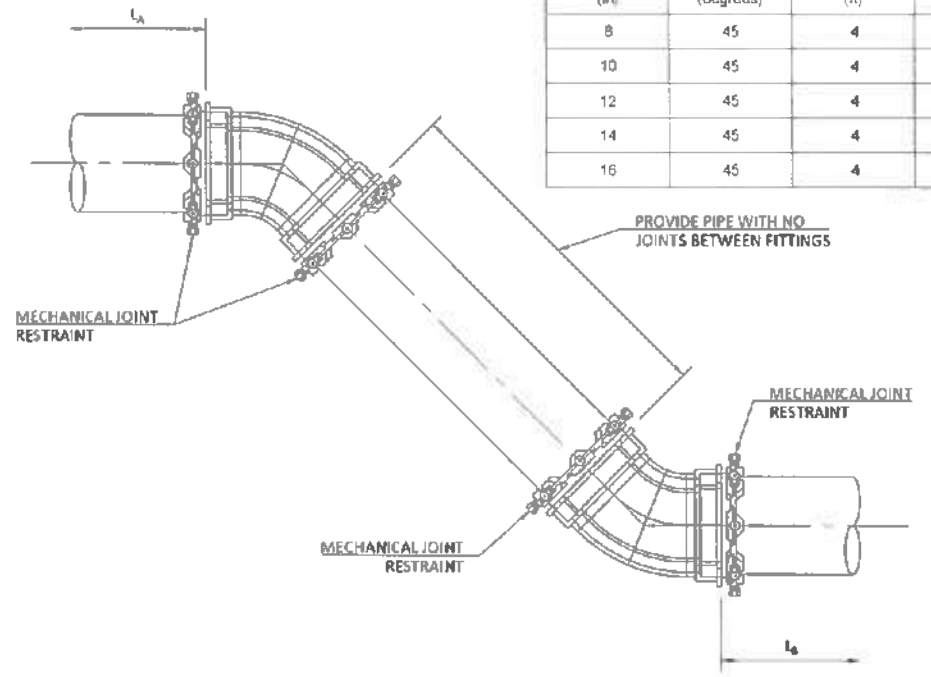
GENERAL NOTES
1. CONTRACTOR TO FOLLOW ALL MANUFACTURERS SPECIFICATIONS FOR INSTALLATION OF MECHANICAL JOINT RESTRAINTS AND BELL RESTRAINT HARNESSES

STANDARD RESTRAINT LENGTH TABLE VALVES			
Nominal Pipe Size	Depth of Cover	Restrained Length (DIP)	Restrained Length (PVC)
(in)	(ft)	(ft)	(ft)
8	4	89	97
10	4	107	116
12	4	126	137
14	4	144	160
16	4	162	177



07
509
RESTRAINING VALVE CONNECTION
Scale: N.T.S.

STANDARD RESTRAINT LENGTH TABLE VERTICAL OFFSET BENDS							
Nominal Pipe Size	Angle of Bend	Depth of Cover (Upper)	Depth of Cover (Lower)	Restrained Length L ₁ (Upper) (DIP)	Restrained Length L ₂ (Lower) (DIP)	Restrained Length L ₁ (Upper) (PVC)	Restrained Length L ₂ (Lower) (PVC)
(in)	(degrees)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)
8	45	4	8	37	8	40	8
10	45	4	8	45	9	48	10
12	45	4	8	52	11	57	11
14	45	4	8	60	12	67	13
16	45	4	8	67	14	74	14



08
509
RESTRAINING HORIZONTAL OR VERTICAL OFFSET
Scale: N.T.S.

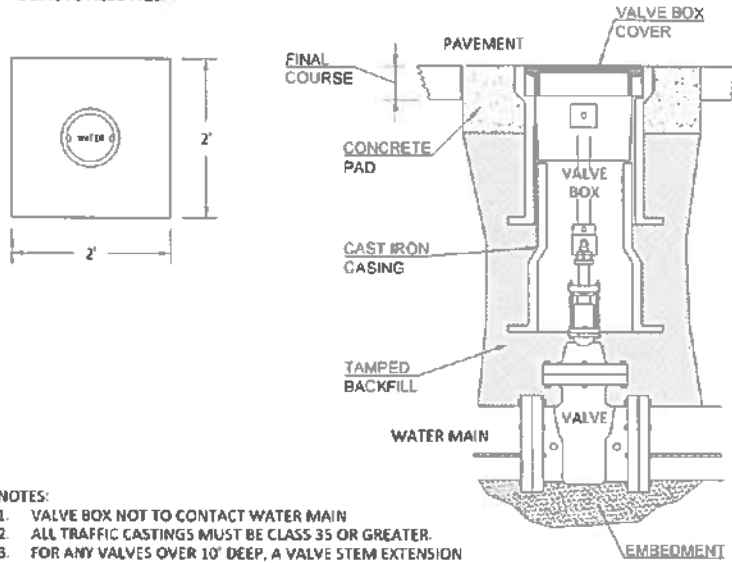
The City of
Oklahoma City
Utilities Department
Engineering Division



APPROVED BY: *[Signature]* DATE: 10/16/2023
DESIGNED BY: *[Signature]* DATE: 10/10/2023
CHECKED BY: *[Signature]* DATE: 10/10/2023
SCALE: AS SHOWN
PROJECT NO: 509.05 TO 509.08
UTILITY ENGINEERING

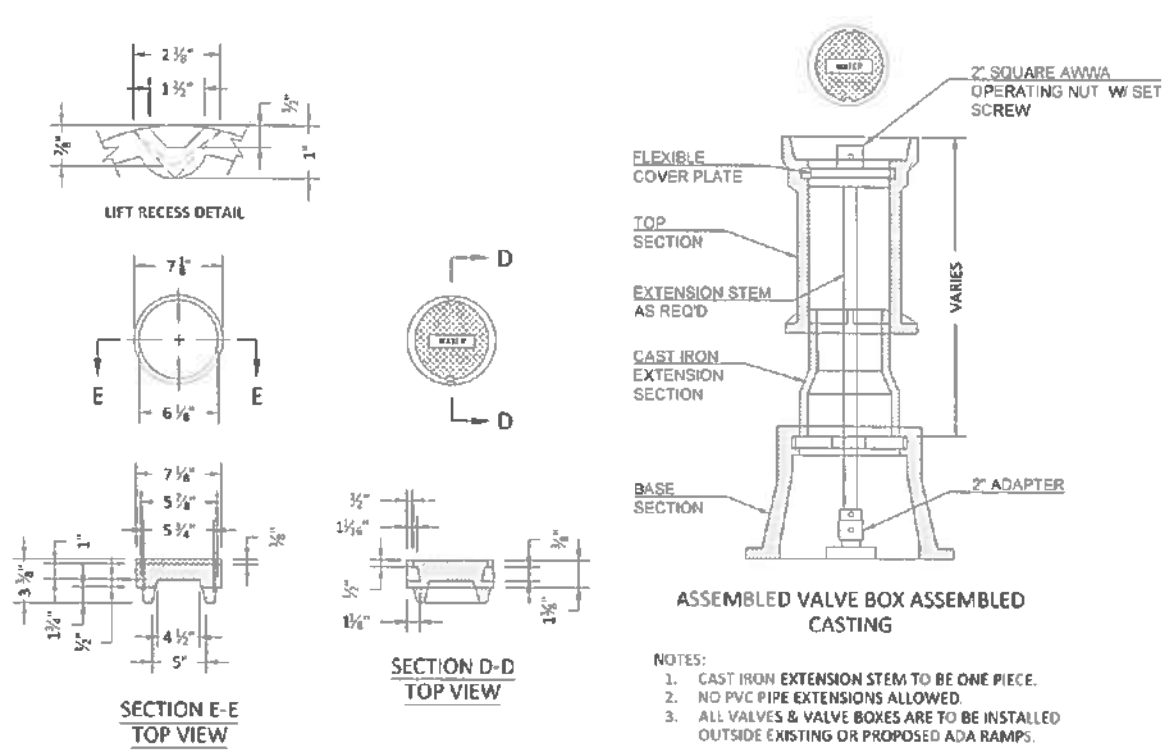
WATER STANDARD DETAILS
THRUST RESTRAINTS
DETAILS 509.05 TO 509.08

NOTE: 2'x2'x6" CONCRETE PAD REQUIRED FOR ALL SURFACES ALL VALVES NO PRECAST CONCRETE DONUTS ALLOWED



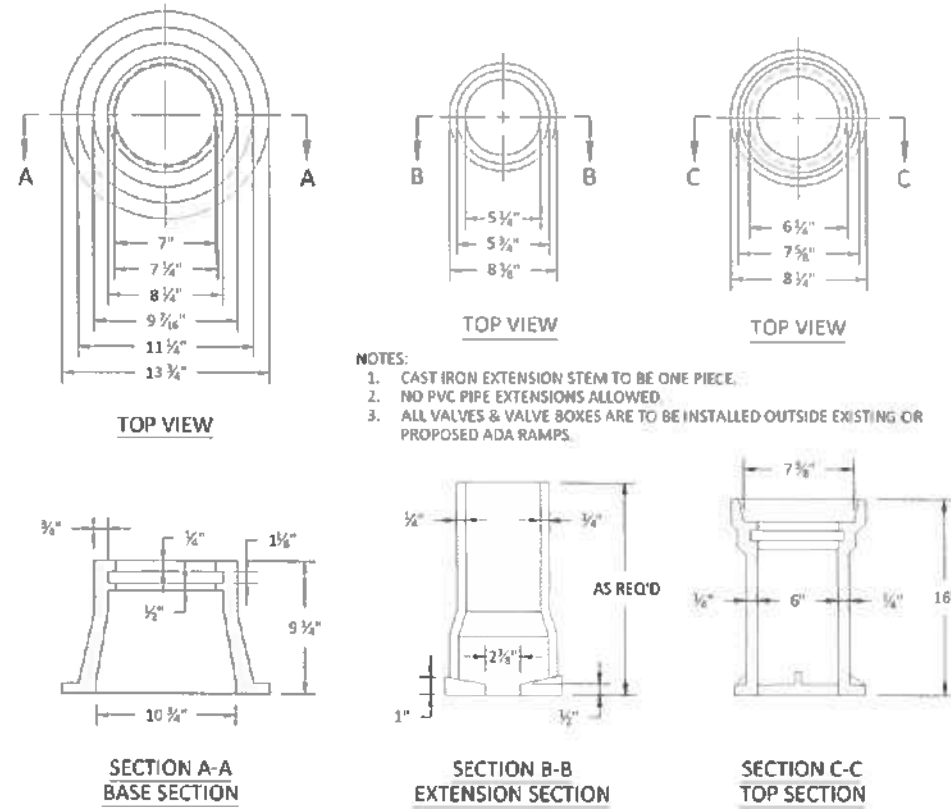
- NOTES:
1. VALVE BOX NOT TO CONTACT WATER MAIN
 2. ALL TRAFFIC CASTINGS MUST BE CLASS 35 OR GREATER.
 3. FOR ANY VALVES OVER 10' DEEP, A VALVE STEM EXTENSION MUST BE USED TO BRING TO A DEPTH OF NO MORE THAN 5', EXTENSION MUST BE A MINIMUM OF 1" SOLID STOCK.
 4. TOTAL VALVE BOX WEIGHT: MINIMUM OF 85 LBS.

01 VALVE AND VALVE BOX
Scale: N.T.S.



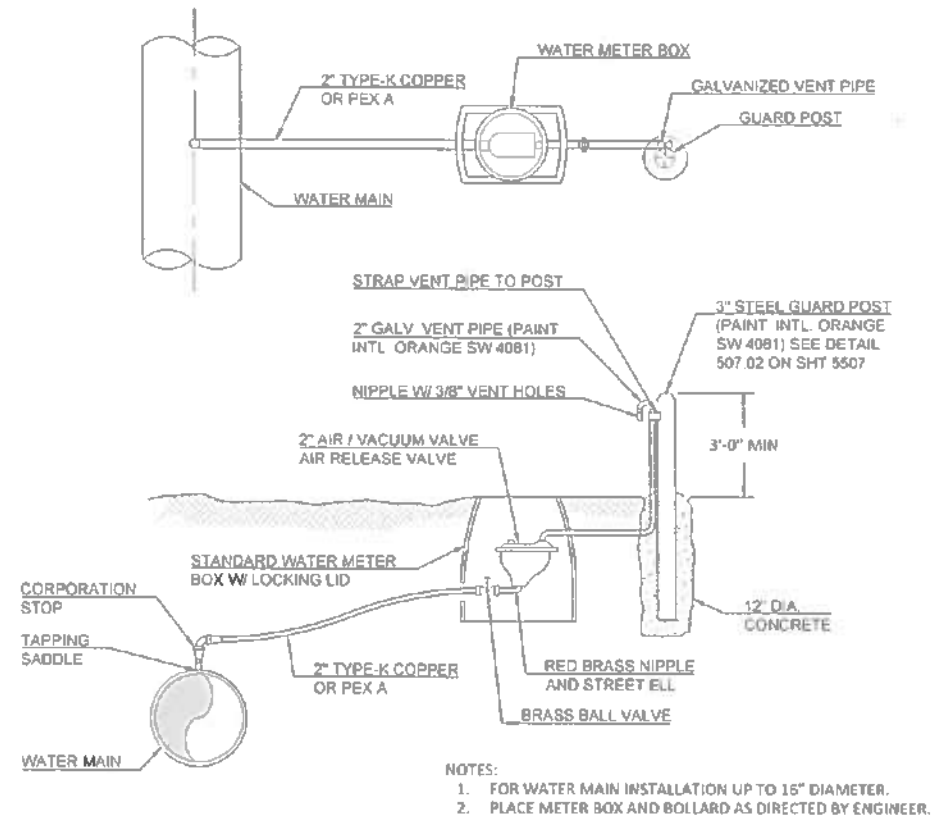
- NOTES:
1. CAST IRON EXTENSION STEM TO BE ONE PIECE.
 2. NO PVC PIPE EXTENSIONS ALLOWED.
 3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMP.

03 CAST IRON VALVE BOX
Scale: N.T.S.



- NOTES:
1. CAST IRON EXTENSION STEM TO BE ONE PIECE.
 2. NO PVC PIPE EXTENSIONS ALLOWED.
 3. ALL VALVES & VALVE BOXES ARE TO BE INSTALLED OUTSIDE EXISTING OR PROPOSED ADA RAMP.

02 CAST IRON VALVE BOX
Scale: N.T.S.



- NOTES:
1. FOR WATER MAIN INSTALLATION UP TO 16" DIAMETER.
 2. PLACE METER BOX AND BOLLARD AS DIRECTED BY ENGINEER.

04 2 INCH AIR RELEASE VALVE AND VALVE BOX
Scale: N.T.S.



APPROVED BY: *William Miller*
DATE: 10/16/2023
CLARENCE K. MILLER, P.E., UTILITY CITY ENGINEER
DATE: 10/10/2023
Chris Brown, PE, UTILITY MANAGER
DATE: 10/10/2023
WILL HARRIS, P.E., UTILITY DIRECTOR
UTILITY ENGINEERING