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On Thursday, January 30, 2025, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: [cityofbethany.org](http://cityofbethany.org). The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

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# AGENDA

## BETHANY CITY COUNCIL

**TUESDAY, FEBRUARY 4, 2025  
6:30 P.M.**

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



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

1. Call to Order
2. Invocation and Flag Salute
3. Consent Docket:
  - A. Approval of Minutes from the January 21, 2025, Regular Meeting.
  - B. Approval of Minutes from the January 23, 2025, Special Called Meeting.
  - C. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
4. Public Comment - Any person wishing to address the Council during Public Comment shall give their name, address, and city of residence to the City Clerk for the records PRIOR to the start of the meeting. *(Per Chapter 30 of the Bethany Code of Ordinances, there is a five-minute limit, and no action or discussion shall take place. All remarks shall be addressed to the Council as a body, and not to any member thereof.)*
5. Consideration and possible approval of Resolution No. 1711, a resolution of the City Council of the City of Bethany, Oklahoma, approving the mayor's appointment of

Joan Jenkinson to the Bethany Economic Development Authority to serve the remaining term of Ron Titus expiring on June 6, 2029. *(Nikki Lloyd, Mayor)*

6. Consideration and possible approval of Ordinance No. 2070, an ordinance adding Section 50.12 to the Bethany Code of Ordinances providing for the regulation of the estimation of utility billing, notification to customers of estimations, and providing for a crediting and payment structure once actual reading of usage is made. *(Ray Jones, City Attorney)*
  - A. Presentation by staff and/or interested party.
  - B. Consideration and possible action to approve Ordinance No. 2070, on reading by title only.
  - C. Motion to approve Sections 1-2 of Ordinance No. 2070.
7. Consideration and possible approval of ordinance No. 2071, an ordinance adding Section 50.13 to the Bethany Code of Ordinances providing for average monthly billing, criteria for participation, and removal from average monthly billing for non-compliance with ordinance. *(Ray Jones, City Attorney)*
  - A. Presentation by staff and/or interested party.
  - B. Consideration and possible action to approve Ordinance No. 2071, on reading by title only.
  - C. Motion to approve Sections 1-2 of Ordinance No. 2071.
8. Consideration and possible approval of Construction Contract with Brewer Construction Oklahoma, LLC for Ripper Park Swimming Pool Renovations Phase 2B in the amount of \$99,897.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
9. Consideration and possible approval to ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on-call/emergency contract for Waterline and Sewer Line Repair Services on Mueller Avenue near 39<sup>th</sup> Expressway in Bethany Oklahoma in the approximate amount of \$107,000.00. *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval of permission to advertise for bids for the Oklahoma County ARPA funded 34<sup>th</sup> Street Healthy Living and Active Community Project. *(Elizabeth Gray, City Manager)*
11. Consideration and possible approval to appoint Kenneth Schell as the City of Bethany's representative to the Metropolitan Library Commission to finish serving the current three-year term expiring July 31, 2026. *(Nikki Lloyd, Mayor)*
12. Presentation and update by TEIM Design regarding fire hydrant and valve replacement. *(Elizabeth Gray, City Manager)*

13. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
14. City Attorney’s Report.
15. City Manager’s Report.
16. Mayor and Council Members Comments and Suggestions.
17. Adjourn until February 18, 2025.

## **BETHANY PUBLIC WORKS AUTHORITY**

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2. Consideration and possible approval of Construction Contract with Brewer Construction Oklahoma, LLC for Ripper Park Swimming Pool Renovations Phase 2B in the amount of \$99,897.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
3. Consideration and possible approval to ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on-call/emergency contract for Waterline and Sewer Line Repair Services on Mueller Avenue near 39<sup>th</sup> Expressway in Bethany Oklahoma in the approximate amount of \$107,000.00. *(Elizabeth Gray, City Manager)*
4. Consideration and possible approval of permission to advertise for bids for the Oklahoma County ARPA funded 34<sup>th</sup> Street Healthy Living and Active Community Project. *(Elizabeth Gray, City Manager)*
5. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
6. Adjourn until February 18, 2025.

## **BETHANY HOSPITAL TRUST**

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2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until February 18, 2025.

## **BETHANY DEVELOPMENT AUTHORITY**

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  - B. Approval of Claims: These claims have been found to be in order by staff and proper as to form and procedure and are recommended for payment. A copy of the Claims List is included in the agenda packet.
2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until February 18, 2025.

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

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NOTICE: On Thursday, January 16, 2025, at or before 4:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

## **BETHANY CITY COUNCIL MEETING**

### **BETHANY CITY HALL**

**TUESDAY, JANUARY 21, 2025**

**6:30 P.M.**

<b>MEMBERS PRESENT:</b>	Nikki Lloyd Peter Plank Brian Magirowsky Chris Powell Marilyn McPhail Kathy Larsen Steve Palmer Dale German	Mayor Vice-Mayor Council Member Council Member Council Member Council Member Council Member Council Member
<b>MEMBERS ABSENT:</b>	Ken Smart	Council Member
<b>OTHERS PRESENT:</b>	Ray Jones Lesa LaMar Michael Vaughn Steve Manek (See Roster)	City Attorney Deputy City Clerk City Clerk/Treasurer TEIM Design

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

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

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

The Invocation was given by Council Member German.  
The Flag Salute was conducted by Mayor Lloyd.

#### **ITEM NO. 3 CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE JANUARY 7, 2025, REGULAR MEETING.**
- B. APPROVAL OF MINUTES FROM THE JANUARY 2, 2025, SPECIAL CALLED MEETING.**

**C. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**

A motion was made by Council Member Magirowsky, seconded by Council Member German to approve the Consent Docket as presented. Yes votes: Larsen, Powell, Lloyd, Magirowsky, McPhail, Plank, German, Palmer. No votes: None. Motion approved.

**ITEM NO. 4** on the agenda was **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2068, AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN R-1, SINGLE FAMILY RESIDENTIAL, THE PROPERTY LOCATED AT 4312 N COUNCIL ROAD FROM C-G (COMMERCIAL GENERAL) IN BETHANY, OKLAHOMA COUNTY, OKLAHOMA AS MORE PARTICULARLY DESCRIBED HEREINAFTER. (RAY JONES, CITY ATTORNEY)**

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

Attorney Ray Jones reported this will be used as a home daycare.

**B. PUBLIC COMMENT.**

None

**C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2068, ON READING BY TITLE ONLY.**

A motion was made by Council Member Magirowsky, seconded by Vice-Mayor Plank to approve Ordinance No. 2068, on Reading by Title Only. Yes votes: Plank, German, Palmer, McPhail, Larsen, Magirowsky, Powell, Lloyd. No votes: None. Motion approved.

**D. MOTION TO APPROVE SECTION 1 OF ORDINANCE NO. 2068.**

A motion was made by Council Member Magirowsky, seconded by Vice-Mayor Plank to approve Section 1 of Ordinance No. 2068. Yes votes: Powell, Larsen, Lloyd, McPhail, Plank, Palmer, German, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 5** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF A FRANCHISE AGREEMENT RENEWAL WITH COXCOM, LLC. FOR A TERM OF FIVE YEARS AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve the franchise agreement renewal with Coxcom, LLC, for a term of five years and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: McPhail, German, Lloyd, Plank, Larsen, Magirowsky. No votes: Palmer, Powell. Motion approved.

**ITEM NO. 6 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF CONTRACT WITH YMCA OF GREATER OKLAHOMA CITY-BETHANY YMCA FOR OPERATION OF THE MUNICIPAL SWIMMING POOL FOR THE 2025 SEASON AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve the contract with YMCA of Greater Oklahoma City-Bethany YMCA for operation of the municipal swimming pool for the 2025 season and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: German, Larsen, Plank, Lloyd, Magirowsky, Palmer, Powell, McPhail. No votes: None. Motion approved.

**ITEM NO. 7 on the agenda was CONSIDERATION AND POSSIBLE ACTION TO APPROVE A REQUEST OF THE ROUTE 66 OKLAHOMA LATINO MUSEUM FOR THE CITY OF BETHANY TO SUBMIT A GRANT ON THEIR BEHALF AND SERVE AS FINANCIAL PASS-THROUGH FOR GRANT FUNDING SHOULD THE APPLICATION BE SUCCESSFUL. (ELIZABETH GRAY, CITY MANAGER)**

Marc Long, Dakota Desai, Andrew Stone and Stephaie Venya all described the project and the benefit that this project would be to the City of Behtany.

Dakota Desai reported that the grant must be submitted by February 7<sup>th</sup>, 2025.

A motion was made by Council Member Powell, seconded by Council Member Magirowsky to approve a request from the Route 66 Oklahoma Latino Museum for the City of Bethany to submit a grant on their behalf and serve as financial pass-through for grant funding should the application be successful. Yes votes: Magirowsky, Plank, Lloyd, McPhail, Larsen, Palmer, Powell. No votes: None. Abstain: German. Motion approved.

**ITEM NO. 8 on the agenda was PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, ADDRESS, AND CITY OF RESIDENCE TO THE CITY CLERK FOR THE RECORDS PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)**

Paulette Stout- 3120 N. Markwell Ave.- Water

**ITEM NO. 9** on the agenda was the **DISCUSSION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2069 AN ORDINANCE AMENDING SECTION 50.05 TO THE BETHANY CODE OF ORDINANCES AMENDING 50.05 TO PROVIDE A PROCEDURE FOR CONTESTING THE AMOUNT OF WATER CONSUMPTION USED BY THE CUSTOMER. (RAY JONES, CITY ATTORNEY)**

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

Attorney Ray Jones explained the revisions that the council had suggested being made to the Ordinance.

**B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2069, ON READING BY TITLE ONLY.**

A motion was made by Council Member Palmer to approve and then amended to include the motion to approve B and C of Ordinance No. 2069, seconded by Council Member McPhail. Yes votes: Larsen, McPhail, Lloyd, Magirowsky, Plank, German, Powell, Palmer. No votes: None. Motion approved.

**C. MOTION TO APPROVE SECTION 1 OF ORDINANCE NO. 2069.**

**ITEM NO. 10** on the agenda was **DISCUSSION AND POSSIBLE ACTION ON ADDING SECTION 50.12 ESTIMATION OF USAGE CHARGES TO CHAPTER 50 OF THE BETHANY CODE OF ORDINANCES AS RECOMMENDED BY THE UTILITY COMMITTEE. (RAY JONES, CITY ATTORNEY)**

There was much discussion on the item by the council.

A motion was made by Council Member Palmer, seconded by Council Member McPhail to approve adding Section 50.12 as it is written. Yes votes: Powell, Plank, Lloyd, Magirowsky, Palmer, German, McPhail. No votes: Larsen. Motion approved.

**ITEM NO. 11** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF A ONE-YEAR CONTRACT EXTENSION WITH KRAPFFREYNOLDS CONSTRUCTION CO. FOR ON-CALL SERVICES FOR WATER AND WASTEWATER REPAIR SERVICES WITH A 2.65% INCREASE TO THE ORIGINAL BID ITEM UNIT PRICE. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Palmer, seconded by Council Member Larsen to approve a one-year contract extension with Krapff Reynolds Construction Co. for on-call services for water and wastewater repair services with a 2.65% increase to the original bid item unit price. Yes votes: Magirowsky, Powell, McPhail, Plank, Larsen, Lloyd, German, Palmer. No votes: None. Motion approved.

**ITEM NO. 12 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF A ONE-YEAR CONTRACT EXTENSION WITH BREWER CONSTRUCTION OKLAHOMA, LLC FOR ON-CALL SERVICES FOR CONCRETE PAVING, ASPHALT PAVING, AND DRAINAGE REPAIR SERVICES WITH A 2.65% INCREASE TO THE ORIGINAL BID ITEM UNIT PRICE. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve a one-year contract extension with Brewer Construction Oklahoma, LLC for on-call services for concrete paving, asphalt paving, and drainage repair services with a 2.65% increase to the original bid item unit price. Yes votes: Larsen, Plank, Palmer, McPhail, Lloyd, Magirowsky, Powell, German. No votes: None. Motion approved.

**ITEM NO. 13 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL TO RATIFY EMERGENCY REPAIR EXPENDITURES UTILIZING THE KRAPFF-REYNOLDS CONSTRUCTION CO. ON-CALL/EMERGENCY CONTRACT FOR WATERLINE REPAIR SERVICES AT NW 46TH STREET AND PENIEL AVENUE IN BETHANY OKLAHOMA IN THE APPROXIMATE AMOUNT OF \$93,000.00. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Palmer, seconded by Council Member Larsen to approve to ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on-call/emergency contract for waterline repair services at NW Street and Peniel Avenue in Bethany Oklahoma in the approximate amount of \$93,000.00. Yes votes: McPhail, German, Powell, Larsen, Plank, Palmer, Magirowsky, Lloyd. No votes: None. Motion approved.

**ITEM NO. 14 on the agenda was CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER #3 TO THE CONSTRUCTION CONTRACT WITH C4L, LLC FOR GENERAL OBLIGATION BOND PROPOSITIONS 2-A ELDON LYON PARK, 2-B RIPPER PARK, 2-C GARRISON PARK, 2-D MACRORY PARK, AND 2-F CECIL MENDENALL PARK IN THE AMOUNT OF \$18,905.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve Change Order #3 to the construction contract with C4L, LLC for General Obligation Bond Propositions 2\_A Eldon Lyon Park, 2-B Ripper Park, 2-C Garrison Park, 2-D Macrory Park, and 2-F Cecil Mendenall Park in the amount of \$18,905.00 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Larsen, German, Lloyd, Palmer, Plank, Powell, McPhail, Magirowsky. No votes: None. Motion approved.

**ITEM NO. 15** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CONSTRUCTION CONTRACT WITH ALL ROADS PAVING, INC. FOR GENERAL OBLIGATION BOND PROPOSITION 1-D (PENIEL FROM NW 39TH TO NW 42ND) IN THE AMOUNT OF \$408,743.68 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Palmer, seconded by Council Member Larsen to approve a construction contract with All Roads Paving, Inc. for General Obligation Bond Proposition 1-D (Peniel from NW 39th to NW 42nd) in the amount of \$408,743.68 and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Plank, Powell, Magirowsky, McPhail, Lloyd, German, Palmer, Larsen. No votes: None. Motion approved.

**ITEM NO. 16** on the agenda was **CITY-WIDE PUBLIC WORKS PROJECT UPDATES BY TEIM DESIGN. (ELIZABETH GRAY, CITY MANAGER)**

Steve Manek with TEIM Design gave an update to the council on all city-wide Public Works projects. This report is included in the agenda.

**ITEM NO. 17** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF MAYOR'S APPOINTMENT OF BRIAN MAGIROWSKY AS TRUSTEE TO THE BETHANY-WARR ACRES PUBLIC WORKS AUTHORITY FOR CALENDAR YEAR 2025. (NIKKI LLOYD, MAYOR)**

A motion was made by Vice-Mayor Plank, seconded by Council Member German to approve the mayor's appointment of Brian Magirowsky as Trustee to the Bethany-Warr Acres Public Works Authority for calendar year 2025. Yes votes: Larsen, Lloyd, Magirowsky, Plank, German, Powell. No votes: Palmer, McPhail. Motion approved.

**ITEM NO. 18** on the agenda was the **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None.

**ITEM NO. 19** on the agenda was the **CITY ATTORNEY'S REPORT.**

City Attorney Jones gave a report of his past two weeks work.

**ITEM NO. 20** on the agenda was the **CITY MANAGER'S REPORT.**

**A, FINANCE REPORT**

Finance Director Vaughn presented the financial report to the council.

**ITEM NO. 21** on the agenda was **COUNCIL MEMBERS' ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each council member was given the opportunity to comment.

**ITEM NO. 22** on the agenda was **ADJOURN UNTIL FEBRUARY 4, 2025.**

Mayor Lloyd adjourned the Bethany City Council meeting at 8:15 P.M. until February 4, 2025.

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MAYOR

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CITY CLERK

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**BETHANY CITY COUNCIL**

**SPECIAL CALLED MEETING**

**RON CLARK PARK  
NW 50<sup>th</sup> ST AND MCMILLAN AVE  
BETHANY, OK**

**CENTER MEDIAN ON EAST SIDE  
OF NW 39<sup>TH</sup> EXPY AND REDMOND AVE  
BETHANY, OK**

**THURSDAY, JANUARY 23, 2025  
11:00 A.M.**

RON CLARK PARK RIBBON CUTTING

- |                         |  |  |
|-------------------------|--|--|
| <b>MEMBERS PRESENT:</b> | Nikki Lloyd<br>Brian Magirowsky<br>Kathy Larsen<br>Marilyn McPhail<br>Steve Palmer   | Mayor<br>Council Member<br>Council Member<br>Council Member<br>Council Member  |
| <b>MEMBERS ABSENT:</b>  | Peter Plank<br>Ken Smart<br>Chris Powell<br>Dale German  | Vice Mayor<br>Council Member<br>Council Member<br>Council Member   |
| <b>OTHERS PRESENT:</b>  | Elizabeth Gray<br>John Reid<br>Chad Meek<br>Pedro DeLoera<br>Linda Warner<br>Joshua Trope<br>Tarin Clark<br>Robert Helton<br>Burt Falkner<br>Chandra Ford<br>Jeff Knapp<br>Butters (Lloyd)<br>Dakota (Magirowsky)<br>Bentley (Knapp) | City Manager<br>Police Chief<br>Deputy Police Chief<br>Parks Supervisor<br>Executive Assistant<br>TSET<br>TSET<br>P&Z Commissioner<br>P&Z Commissioner |

CENTER MEDIAN GROUNDBREAKING:

MEMBERS PRESENT:	Nikki Lloyd Brian Magirowsky Kathy Larsen Marilyn McPhail Steve Palmer	Mayor Council Member Council Member Council Member Council Member
MEMBERS ABSENT:	Peter Plank Ken Smart Chris Powell Dale German	Vice Mayor Council Member Council Member Council Member
OTHERS PRESENT:	Elizabeth Gray John Reid Chad Meek Linda Warner Joshua Trope Tarin Clark Robert Helton Burt Falkner Chandra Ford Jeff Knapp	City Manager Police Chief Deputy Police Chief Executive Assistant TSET TSET P&Z Commissioner P&Z Commissioner

**THE MEMBERS OF THE BETHANY CITY COUNCIL, ADMINISTRATIVE STAFF, AND GUESTS WILL GATHER FOR THE PURPOSE OF A RIBBON CUTTING CEREMONY AT THE NEW DOG PARK AT RON CLARK PARK LOCATED AT NW 50TH AND MCMILLAN AVENUE RELATED TO TSET GRANT.**

**IMMEDIATELY FOLLOWING, THE ATTENDEES WILL TRAVEL TO THE NEXT LOCATION OF THE NEW BETHANY ROUTE 66 MONUMENT SIGN LOCATED IN THE CENTER MEDIAN ON THE EAST SIDE OF NW 39TH EXPRESSWAY AND REDMOND AVENUE FOR THE PURPOSE OF A GROUNDBREAKING CEREMONY.**

**THESE MEETINGS ARE FOR CEREMONIAL PURPOSES ONLY, WITH NO BUSINESS TO BE ACTED UPON BY THE COUNCIL.**

No action taken.

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MAYOR

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CITY CLERK

## BETHANY CITY COUNCIL

**From:** Michael Vaughn, Finance Director  
**Date:** January 30, 2025  
**Subject:** Claims list for the 02/04/2025 City Council Meeting

### GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 84,480.11
Public Safety Fund	\$ 3,521.20
Capital Improvement Fund	\$ -
Federal Grant Fund	\$ -
2022A GO Bond	\$ 797.79
<b>TOTAL</b>	<b>\$ 88,799.10</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 88,799.10
Bethany Public Works Authority	\$ 111,177.45
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 205,726.30</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0 MANAGEMENT						
25-52636	10-004790	HARVEY JANITORIAL SALES	ICE MELT	1/2025	216979	298.60
25-51091	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	1/2025	120414	813.00
25-52660	10-005373	CARD SERVICES/P1	Camera System	1/2025	20250122	549.00
25-51171	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP FINANCIALS	1/2025	33834	1,890.00
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	99.23
25-51334	10-1068	ONG	MONTHLY SERVICE	1/2025	20250122	876.99
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	1,994.00
25-52322	10-1530	THE TRIBUNE	RESOLUTION 1683 AND 1706	1/2025	20241227-20250117	1,168.94
25-52375	10-2582	CMAO	WINTER CONFERENCE	1/2025	19173	350.00
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	1/2025	INV1152615	211.82
DEPARTMENT TOTAL:						8,251.58
DEPARTMENT: 02.0 FINANCE						
25-52684	10-005373	CARD SERVICES/P1	FEDERAL FILING 1099'S	1/2025	04569G	34.20
DEPARTMENT TOTAL:						34.20
DEPARTMENT: 03.0 COURT						
25-52653	10-005321	AMAZON CAPITAL SERVICES, IN	BATTERIES	1/2025	6897841	26.56
25-52669	10-005321	AMAZON CAPITAL SERVICES, IN	OFFICE SUPPLIES	1/2025	8115466	64.99
25-51682	10-006123	CHRISTOPHER T. STEIN	PROSECUTOR	1/2025	250119	1,441.00
25-51681	10-006144	ROBERT BLACK, PLLC	PROSECUTOR	1/2025	015	2,502.50
25-52695	10-0288	C & J SPORTING GOODS	AMMO	1/2025	029508	113.94
25-51334	10-1068	ONG	MONTHLY SERVICE	1/2025	20250122	185.76
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	1,738.75
DEPARTMENT TOTAL:						6,073.50
DEPARTMENT: 05.0 POLICE						
25-51352	10-004912	DIGI GROUP	Copier Usage and Rent	1/2025	IN31377	115.72
25-51673	10-005072	DEVILLE LAUNDRY	Jail Laundry	1/2025	20250113	164.40
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES,INTERNET	1/2025	20250117	572.34
25-52414	10-005190	FBI-LEEDA	Membership Dues - Meek	1/2025	300102657	50.00
25-52646	10-005321	AMAZON CAPITAL SERVICES, IN	Scanners and Power Supply	1/2025	9615402	540.84
25-52647	10-005321	AMAZON CAPITAL SERVICES, IN	Gloves and Trash Bags	1/2025	0016228	88.95
25-52413	10-005373	CARD SERVICES/P1	Membership Dues	1/2025	18866	200.00
25-52415	10-005373	CARD SERVICES/P1	Membership Dues - Meek	1/2025	74A29801	65.00
25-52673	10-005373	CARD SERVICES/P1	CleaningSupplies	1/2025	20250124	126.66
25-52680	10-005373	CARD SERVICES/P1	FBI-NA Reid	1/2025	294691	110.00
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	4,961.45
25-52290	10-006205	GRAFTEC COMMUNICATIONS INC.	Fingerprint Cards	1/2025	46122	95.00
25-52648	10-0755	IACP	Membership Renewal	1/2025	0392219	220.00
25-51529	10-1063	OG&E	MNTHLY SVC	1/2025	20250116	22.47
25-51334	10-1068	ONG	MONTHLY SERVICE	1/2025	20250122	1,393.51
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	2,056.00
25-52730	10-1085	OKLAHOMA MUNICIPAL ASSURANC	ALONZO CLAIM DEDUCTIBLE	1/2025	20250130	1,000.00
25-52579	10-2369	STAN'S PLUMBING INC	Cell 3 & Locker Room	1/2025	24098	261.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0						
		POLICE				
25-52573	10-3307	FAST STITCH	Newcomb Coat Embro	1/2025	20250123	23.00
25-52659	10-3926	BOB MOORE DODGE-CHRYSLER-JE20-009	Diagnostic Repair	1/2025	173350	150.00
25-51373	10-4090	AT&T MOBILITY	Monthly Firstnet	1/2025	01192025	1,667.69
25-52619	10-4388	ISG TECHNOLOGY, LLC	Montly Billing	1/2025	ISG360325	3,071.00
25-52624	10-4388	ISG TECHNOLOGY, LLC	Fiber Implementation	1/2025	ISG360157	127.50
DEPARTMENT TOTAL:						17,082.53
DEPARTMENT: 06.0						
		FIRE				
25-52666	10-005321	AMAZON CAPITAL SERVICES,	INETHERNET CABLE	1/2025	1495424	33.98
25-51451	10-005510	SAMARITAN EMS	AMBULANCE SVC	1/2025	FEB SVC.	17,989.75
25-52590	10-006026	SOUTHERN DOCK PRODUCTS	OVERHEAD DOOR REPAIRS	1/2025	63089053	1,547.94
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	1,268.25
25-51529	10-1063	OG&E	MNTHLY SVC	1/2025	20250116	118.40
25-51334	10-1068	ONG	MONTHLY SERVICE	1/2025	20250122	840.35
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	1,345.50
25-52676	10-1165	CONRAD FIRE EQUIPMENT	REPAIRS TO LADDER-1	1/2025	580944	325.01
25-52308	10-2207	BROOKS INDUSTRIES	REPLACEMENT FREEZER	1/2025	1107846-IN	2,712.10
25-52588	10-3216	BINSWANGER GLASS #609	GLASS COVER ON DISPATCH	1/2025	0069230	301.60
25-52665	10-3415	SPECIAL-OPS UNIFORMS, INC.	DUTY UNIFORM PANTS	1/2025	354851	399.98
25-52664	10-4251	SAM'S CLUB DIRECT FD	OFFICE SUPPLIES	1/2025	20250123	421.10
DEPARTMENT TOTAL:						27,303.96
DEPARTMENT: 07.0						
		COMMUNITY DEV				
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	198.46
25-52711	10-006205	GRAFTEC COMMUNICATIONS INC.	BUSINESS CARDS-BC	1/2025	47190	45.00
25-52638	10-0225	GENUINE PARTS	MOTOR MOUNT	1/2025	078823	63.74
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	1/2025	INV1152615	72.42
DEPARTMENT TOTAL:						379.62
DEPARTMENT: 08.1						
		PUBLIC WORKS - ADMIN				
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	1/2025	20250117	1.55
25-52706	10-005321	AMAZON CAPITAL SERVICES,	INCOMPUTER MONITOR	1/2025	5970634	139.98
25-51334	10-1068	ONG	MONTHLY SERVICE	1/2025	20250122	940.80
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	53.75
25-52686	10-1509	TOM'S SPEEDY LOCK & KEY	SERKEYS FOR PW	1/2025	70432	35.75
25-51087	10-2442	SUMNERONE, INC.	MONTHLY COPIER MAINTENANC	1/2025	4169939	58.55
DEPARTMENT TOTAL:						1,230.38

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-52371	10-004996	GOODYEAR COMMERCIAL TIRE &	4 TIRES FOR TRAILER	1/2025	255-1030792	392.44
25-52693	10-005321	AMAZON CAPITAL SERVICES,	INBOOTS,SIGNS,KEY TAGS	1/2025	9824232	70.40
25-52465	10-006180	CENTERLINE SUPPLY INC.	4 STOPS SIGNS	1/2025	ORD0131988	258.00
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	2,316.88
25-52586	10-0324	CENTRAL POWER EQUIP. INC	CHAIN SAW BLADES	1/2025	351402	74.00
25-52419	10-0694	HASKELL LEMON CONST CO	3 TONS ASPHALT	1/2025	12367	204.80
25-52634	10-0694	HASKELL LEMON CONST CO	ONE & HALF ASPHALT	1/2025	12667	142.40
25-52641	10-0694	HASKELL LEMON CONST CO	ONE & HALF TONS OF ASPHAL	1/2025	12688	119.20
25-51529	10-1063	OG&E	MNTHLY SVC	1/2025	20250116	15,881.60
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	146.00
25-52594	10-1329	SCHWARZ (BORAL) READY MIX	STREET SURFACE REPAIR	1/2025	331246	461.25
25-52448	10-3207	LOGAN COUNTY ASPHALT CO	4 TONS COLD PATCH	1/2025	26841	524.48
DEPARTMENT TOTAL:						20,591.45
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	49.62
25-52677	10-006186	EARNHEART CRESCENT, LLC	55GAL DRUM5W-20 BLENOIL	1/2025	7594	299.50
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	128.87
25-52571	10-1245	RAM PRODUCTS INC	FITTING FOR WASHBARN	1/2025	53082	70.85
25-52568	10-2305	HOIDALE CO INC	12UNLEAD&12DIESELFOBS	1/2025	INV14820	110.12
25-52707	10-2305	HOIDALE CO INC	PARTS TO FIX GASPUMPLEAK	1/2025	INV15296	224.62
25-52403	10-3331	RUCKER MECHANICAL	POWERWASHER	1/2025	99339	77.50
25-52702	10-3331	RUCKER MECHANICAL	REPLACE GATE VALUE	1/2025	99342	366.57
DEPARTMENT TOTAL:						1,327.65
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	780.39
25-51529	10-1063	OG&E	MNTHLY SVC	1/2025	20250116	291.24
25-51334	10-1068	ONG	MONTHLY SERVICE	1/2025	20250122	38.52
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	962.00
25-52713	10-1622	WESTLAKE ACE HARDWARE	ROPE,BOLTS,&SWIVELSFLAG	1/2025	3504646	133.09
DEPARTMENT TOTAL:						2,205.24
FUND TOTAL:						84,480.11

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		NON-DEPARTMENTAL				
25-52643	10-005321	AMAZON CAPITAL SERVICES, IN	Investigations Computer	1/2025	7589035	969.99
25-52652	10-005321	AMAZON CAPITAL SERVICES, IN	TWO HEADSETS	1/2025	5597831	482.22
25-52674	10-005321	AMAZON CAPITAL SERVICES, IN	Computer & Monitor Cables	1/2025	6912211	49.99
25-52658	10-005373	CARD SERVICES/P1	Camera System	1/2025	20250122	549.00
25-52536	10-005861	L3 HARRIS TECHNOLOGIES, INC	Shoulder Mics	1/2025	93445845	1,470.00
DEPARTMENT TOTAL:						3,521.20
FUND TOTAL:						3,521.20

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-52657	10-2123	HOME DEPOT CREDIT SVCS	Lights for shelter	1/2025	H3909-269602	726.46
25-52700	10-3296	STANDARD TESTING &	ENG. REPORT PROP 1-H	1/2025	25-1-000064	71.33
					DEPARTMENT TOTAL:	797.79
					FUND TOTAL:	797.79

## BETHANY CITY COUNCIL

From: Elizabeth A. Gray  
Date: January 30, 2025  
Subject: Resolution approving the mayor's appointment of Joan Jenkinson to the Bethany Economic Development Authority (BEDA) to serve a term expiring on June 6, 2029

### BACKGROUND

Ron Titus was re-appointed to the Bethany Economic Development Authority to serve a term expiring on June 6, 2029. He has advised the mayor that he is unable to continue serving.

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

*(a) The Trustees of this Trust shall be five (5) in number. The Trustees shall be nominated by the Mayor and appointed by a majority of the members of the City Council of the City of Bethany... the position shall be filled for a term of five years. Any vacancy occurring in the office of Trustee shall be filled by the Mayor and confirmed by the Bethany City Council by the procedure set forth above, and such replacement Trustee shall fill the balance of the unexpired term of the vacant Trusteeship. Four of the five Trustees shall be residents of the City of Bethany...*

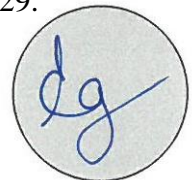
Joan Jenkinson has indicated a willingness to serve on the Bethany Economic Development Authority and the mayor desires to provide for her appointment to serve the remaining term of Ron Titus expiring on June 6, 2029.

### RECOMMENDATION

1. Approve Resolution No. 1711 approving the mayor's appointment of Joan Jenkinson to the Bethany Economic Development Authority for a term expiring on June 6, 2029.

### ADDITIONAL COMMENTS

Board application and resume attached.



**RESOLUTION NO. 1711**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE MAYOR’S APPOINTMENT OF JOAN JENKINSON TO THE BETHANY ECONOMIC DEVELOPMENT AUTHORITY TO SERVE THE REMAINING TERM OF RON TITUS EXPIRING JUNE 6, 2029**

**WHEREAS**, on September 3, 2024, Ron Titus was appointed to serve on the Bethany Economic Development Authority for a five-year term expiring on June 6, 2029; and

**WHEREAS**, Trustee Ron Titus has advised the mayor he is unable to continue serving ; and

**WHEREAS**, the Mayor desires to appoint Joan Jenkinson to serve the remainder of Trustee Titus’s term which expires on June 6, 2029.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA** that Joan Jenkinson is appointed to serve on the Bethany Economic Development Authority for a term expiring on June 6, 2029.

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

The foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_ 2025, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

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

ATTEST:

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

Approved as to form and legality on \_\_\_\_\_, 2025.

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

## City of Bethany BOARD APPLICATION FORM

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

Name: <b>Joan Jenkinson</b>		In which Ward do you reside: <b>3</b>
Street Address: <span style="background-color: black; color: black;">[REDACTED]</span>		
City: <b>Bethany</b>	State: <b>OK</b>	Zip Code: <b>73008</b>
Home Phone: <span style="background-color: black; color: black;">[REDACTED]</span>	Cell Phone: <span style="background-color: black; color: black;">[REDACTED]</span>	
Email Address: <span style="background-color: black; color: black;">[REDACTED]</span>		
Occupation: <b>Account Manager</b>		

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

Education and Hobbies		
Level	Certificate / Degree / Major	Name of School
High School		
College	BA Psychology, BS Geology	University of Oklahoma
Trade or Business School		
Hobbies: <b>Reading, Gardening</b>		

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

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

**Signature:** Joan Jenkinson **Date:** 1.27.25

# JOAN JENKINSON

---

Bethany, OK 73008 • [REDACTED] • [REDACTED]

## Professional Summary

## Work History

**Account Manager**, 07/2021 to Current

**Crystal Creek LLC** – 7001 N. Oklahoma Court OKC, OK 73105

- Increased client satisfaction by building strong relationships and addressing their needs promptly.
- Maintained high client retention rate by providing exceptional customer service and anticipating client needs.
- Managed a diverse portfolio of accounts, ensuring timely communication and effective problem resolution.
- Established clear communication between clients and teams

**General Contractor**, 01/1995 to 01/2000

**Self** – Bethany OK

**Oil & Gas Exploration Geologist**, 03/1980 to 09/1985

**Bankers Oil & Gas** – OKC, OK

## Education

**Bachelor of Science: Geology**, 05/1976

**University of Oklahoma** - Norman, OK

**Bachelor of Arts: Psychology**, 05/1975

**University of Oklahoma** - Norman, OK

## Affiliations

- Branch 15 Board of Directors; Stand in the Gap Ministries Board of Directors

## 3 Honorable Mention Awards for children's book, Flying with Finn

I entered my children's book, Flying with Finn, a virtue seeking, character tweeking, fly-along adventure, in four book award groups. I won Honorable Mention in the Los Angeles Book Awards,

The San Francisco Book Awards, and the Purple Dragonfly Book Awards.

### **Volunteer work**

I have been volunteering at Mabel Bassett Correctional Center for 14 years. I went in the first 9 1/2 years with a group of women and we lead a Bible study. The last 4 years I have volunteered with Prison Fellowship and I also am teaching a class called Apprentice where we identify false narratives we believe and turn to Jesus to see His true narratives all done in the context of community.

**ORDINANCE NO. 2070**

AN ORDINANCE ADDING SECTION 50.12 TO THE BETHANY CODE OF ORDINANCES PROVIDING FOR THE REGULATION OF THE ESTIMATION OF UTILITY BILLING, NOTIFICATION TO CUSTOMERS OF ESTIMATIONS, AND PROVIDING FOR A CREDITING AND PAYMENT STRUCTURE ONCE ACTUAL READING OF USAGE IS MADE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA:

SECTION 1. Chapter 5, Section 50.12 is added as follows:

§ 50.12 ESTIMATION OF USAGE CHARGES.

- (A) If a water meter is out of order or if the meter reader is not able to obtain a reading of the meter, water used at the premises shall be billed, pending the correction of the problem, on an estimate made by the Utility Department. The estimate shall be based on the billing of water to the premises from a comparable seasonal period.
- (B) When a bill is estimated, the Utility Department shall note upon the bill, the word ESTIMATE.
- (C) Once a reading is obtained, the account shall be credited for any overpayment that occurred based upon the estimate. If the account is in arrears, based upon the estimate, payments for the underpayment shall be prorated and become due over a period that is commensurate with the number of billing cycles that were estimated.

SECTION 2. If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of said ordinance, notwithstanding such holding.

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

The foregoing ordinance was introduced before the Bethany City Council on the 4th day of February, 2025, and was duly adopted and approved by the Mayor and City Council on the 4th day of February, 2025, and after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.)

ATTEST:

MAYOR

\_\_\_\_\_  
CITY CLERK

Approved as to form and legality on \_\_\_\_\_, 2025.

CITY ATTORNEY  
\_\_\_\_\_

**BETHANY CITY COUNCIL**

From: Robert Ray Jones, Jr., City Attorney  
Date: January 30, 2025  
Subject: Utility Committee recommendation

BACKGROUND

The Utility Committee is recommending a new ordinance 50.12 to provide a policy for average monthly billing. The staff has reported that the practice can be implemented with InCode, but there may be a negative impact on the collection of the surcharge imposed by 50.08B which states: “Effective August 1, 2016, for any month in which the total monthly water usage for Bethany exceeds the production capacity of the Bethany water system a surcharge per 1,000 gallons of water used by all classes of customers above 20,000 gallons per month is imposed for the following monthly billing cycle and will be part of the billed rate for those users. A resolution of the City Council adopting the revised rate schedule and reflecting the surcharge is attached. This surcharge shall remain in effect until rescinded by the City Council.” If so, the City Council may consider making amendments to this ordinance or Section 50.08.

RECOMMENDATION

1. The policy is largely consistent with staff’s current practice. Approval of the ordinance with or without changes is recommended.

ADDITIONAL COMMENTS



## **ORDINANCE NO. 2071**

AN ORDINANCE ADDING SECTION 50.13 TO THE BETHANY CODE OF ORDINANCES PROVIDING FOR AVERAGE MONTHLY BILLING, CRITERIA FOR PARTICIPATION, AND REMOVAL FROM AVERAGE MONTHLY BILLING FOR NON-COMPLIANCE WITH ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA:

SECTION 1. Chapter 5, Section 50.13 is added as follows:

### § 50.13 AVERAGE MONTHLY BILLING.

- A. Customers may participate in monthly average billing plan. The average monthly bill amount can vary each month, depending upon the number of days in each billing cycle and future water use. Average monthly billing is a program to help smooth out seasonal highs and lows of your monthly utility bill. The average monthly bill amount can vary each month, depending on the number of days in each billing cycle and future water use.
  
- B. Customers may participate in average monthly billing if:
  - 1. Service is received at a residence with an individual meter (single-family, duplex, mobile home, etc.);
  - 2. Service on the account has been active for twelve or more months;
  - 3. The account has not been delinquent in the previous twelve months;
  - 4. The account has a \$0.00 balance;
  - 5. The account is registered for auto-bill pay through the city.
  
- C. If the account becomes past due while on average monthly billing, the customer may no longer participate in the program until eligibility is reinstated.
  
- D. The customer may elect to end average monthly billing. In the event, a customer is no longer participating in average monthly billing, any overpayment will be credited to the account. Any underpayment will become due on the next billing cycle.

SECTION 2. If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of said ordinance, notwithstanding such holding.

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

The foregoing ordinance was introduced before the Bethany City Council on the 4th day of February, 2025, and was duly adopted and approved by the Mayor and City Council on the 4th day of February, 2025, and after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.)

ATTEST:

MAYOR

\_\_\_\_\_  
CITY CLERK

Approved as to form and legality on \_\_\_\_\_, 2025.

CITY ATTORNEY  
\_\_\_\_\_

**Agenda: 2/4/2025**  
**Item: 8**  
**BPWA Item: 2**

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

**From:** Elizabeth Gray, City Manager  
**Date:** February 4, 2025  
**Subject:** Approval of Brewer Construction Oklahoma, LLC Contract for Ripper Park Swimming Pool Renovations Phase 2B

**BACKGROUND**

The Ripper Park Aquatic Center closed for the season in August 2019. COVID concerns closed the pool in 2020. In February 2021, Bethany experienced a sustained period of freezing temperatures which affected some of the pool infrastructure. Staff assessed their ability to re-open the pool for the 2021 season and found the pool to need substantial repair. Staff began working with TEIM Design, PLLC in August 2021. TEIM consulted with the original company that built the pool. TEIM Design presented their findings to Council in October 2021 and recommended phase repair approach for the pool.

In May 2022, the Phase 1 repairs were completed at a cost of \$135,000 and the pool was open for the 2022 and 2023 season. In May 2024, Phase 2 repairs were completed at a cost of \$89,489 and the pool was open for the 2024 season.

Phase 2B for the pool was bid on January 17, 2025. Phase 2B consists of replacing pumps, motors, electrical and piping for the filter system. City Staff and Engineers recommend awarding the construction contract to Brewer Construction Oklahoma, LLC for the total bid price in the amount of 99,897.00 as the lowest responsive bidder.

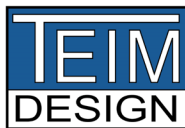
**RECOMMENDATION**

1. Authorize Mayor to sign the Construction Contract awarding the bid to Brewer Construction Oklahoma, LLC in the amount of \$99,897.00.

**ADDITIONAL COMMENTS**

Funding for this project comes from Capital Improvements 031-540.0-42011.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 22, 2025

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

Re: Ripper Park Swimming Pool Renovations Phase 2B

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bid was received, January 17, 2025, and the bid bond and affidavits were found to be in order. The bid was tabulated correctly. The bid is as follows:

Brewer Construction Oklahoma, LLC	\$99,897.00
Engineer's Estimate	\$107,000.00

Therefore, we recommend the award of the contract to Brewer Construction Oklahoma, LLC for the total bid price of \$99,897.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW' or 'RWS', written in a cursive style.

Robbie Williams, PE

Attachment: Contract, Bonds and Insurance Certificate  
Bid Tab

## CONSTRUCTION CONTRACT

This Contract is made and entered into on the 4th day of February 2025, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and Brewer Construction Oklahoma, LLC 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:

### **RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2B**

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:

**Ninety nine thousand eight hundred ninety seven dollars and 00/100 Dollars (\$99,897.00).**

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:

Brewer Construction Oklahoma, LLC  
P.O. Box 82457  
Oklahoma City, OK 73148

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

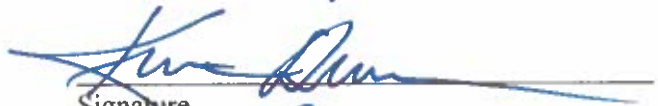
Approved as to form:

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

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

Brewer Construction Oklahoma, LLC,  
Contractor

a(n) LL Corporation



Signature

Kevin Brewer

Printed Name

manager

Title

ATTEST:

  
Secretary and/or Witness Michael Rybicki

NON-COLLUSION AFFIDAVIT

State of Oklahoma )  
 ) ss.  
County of Oklahoma )

Kevin Brewer, 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]  
Signature  
Kevin Brewer - Manager  
Printed Name/Title

Subscribed and sworn to before me this 24 day of January, 25.

(SEAL)

[Signature]  
Notary Public

My Commission Expires: 9/13/27  
My Commission Number: 19009322



**CONSTRUCTION BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, 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 Ninety Nine Thousand Eight Hundred Ninety Seven dollars and zero cents (\$99,897.00) 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 23rd day of January, A.D., 2025.

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:

**RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2B  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 4th day of February, 2025, 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, Brewer Construction Oklahoma, LLC 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.

Brewer Construction Oklahoma, LLC

ATTEST:

Man Ryh  
Secretary *Witness*  
Michael Rybicki

By Kevin Brewer  
Principal  
Kevin Brewer Manager

Great American Insurance Company

ATTEST:

Heaton  
Secretary

By Jasmine Stephens  
Surety

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

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

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Ninety Nine Thousand Eight Hundred Ninety Seven dollars and zero cents (\$99,897.00), 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 Fourteen Thousand Nine Hundred Eighty Four dollars and fifty five cents (\$14,984.55), 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 23rd day of January, A.D., 2025.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between Brewer Construction Oklahoma, LLC and the CITY OF BETHANY dated this 4th day of February, 2025, agreed to construct in the City of Bethany:

**RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2B  
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.

Brewer Construction Oklahoma, LLC

ATTEST:

*Michael Rybicki*  
Secretary *Witness*  
*Michael Rybicki*

By *Karin Brewer*  
Principal  
*Karin Brewer manager*

Great American Insurance Company

ATTEST:

*Heather*  
Secretary

By *Jasmine Stephens*  
Surety

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

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

**STATUTORY BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Brewer Construction Oklahoma, LLC, as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Ninety Nine Thousand Eight Hundred Ninety Seven dollars and zero cents (\$99,897.00), 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 23rd day of January, A.D., 2025. The conditions of this obligation are such, that whereas, the above Bonded Principal Brewer Construction Oklahoma, LLC is the lowest and best bidder for the making of the following municipal work and improvements, viz:

**RIPPER PARK SWIMMING POOL RENOVATIONS PHASE 2B  
CITY OF BETHANY, OKLAHOMA**

and has entered into a certain written contract with the CITY OF BETHANY on the 4th day of February, 2025, for the erection and construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted and placed on file in the office of the City Clerk of the CITY OF BETHANY.

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

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

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

ATTEST:

Michael Ryski  
~~Secretary~~ witness  
Michael Ryski

Brewer Construction Oklahoma, LLC

By Kevin Brewer  
Principal Kevin Brewer  
Manager

ATTEST:

[Signature]  
Secretary

Great American Insurance Company

By Jasmine Stephens  
Surety

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

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

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than Ten

No. 0 22209

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
Ryan Adams	Rebecca Hill	All of	All
Kim Brate	Diane Kern	Tulsa, Oklahoma	\$100,000,000
Donna Baker	Becky Hill		
Jasmine Stephens	Mark Priess		
Tonya Gissendaner	Michelle Rakes		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16th day of June 2023

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 16th day of June, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of January, 2025



*Atty L C. B.*

Assistant Secretary





Agenda: 02/04/2025

Item: 9

BPWA Item: 3

**BETHANY CITY COUNCIL  
BETHANY PUBLIC WORKS AUTHORITY**

From: Elizabeth Gray, City Manager  
Date: January 30, 2025  
Subject: Ratify emergency expenditures for water line repairs on Mueller Avenue near NW 39<sup>th</sup> Expressway in Bethany Oklahoma

BACKGROUND

The City of Bethany has deployed the emergency on call contract to effectively and safely implement water repairs on Mueller Avenue near NW 39<sup>th</sup> in the Bethany Oklahoma.

The approximate cost of the repairs is \$107,000.

RECOMMENDATION

1. Ratify emergency repair expenditures utilizing the Krapff-Reynolds Construction Co. on call/emergency contract for Waterline Repair Services on Mueller Avenue near NW 39<sup>th</sup> Expressway in Bethany Oklahoma in the approximate amount of \$107,000.00.



ADDITIONAL COMMENTS

The funding source is account 056-512.1-342 Water Line Maintenance.

**Agenda: 02/04/2025**  
**Item: 10**  
**BPWA Item: 4**

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

**From:** Elizabeth Gray, City Manager  
**Date:** February 4, 2025  
**Subject:** Request Permission to Advertise for Bids for the Ok. County ARPA funded 34<sup>th</sup> Street Healthy Living and Active Community Project.

**BACKGROUND**

The City applied and was approved for a \$100,000 ARPA Grant from Oklahoma County for sidewalks and new water meters on NW 34<sup>th</sup> between College and Peniel. This project is to provide access to the All-Abilities handicapped accessible playground, OK Human Services bus, Alzheimer's support group, Infant Crisis Van, Library, Seniors and Law Training, Livestrong cancer program, Fitness Classes, Police Department and municipal services.

On November 5, 2024, the City of Bethany entered into a contract for engineering and design services with TEIM Design.

TEIM Design now requests permission to advertise for bids.

**RECOMMENDATION**

1. Approve permission to advertise for bids for the Ok. County ARPA funded 34<sup>th</sup> Street Healthy Living and Active Community Project.

**ADDITIONAL COMMENTS**





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

January 29, 2025

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

Re: Request Permission to Advertise for Bids the Healthy Living and Active Community Project

Dear Ms. Gray,

We are requesting permission to advertise for bids the Healthy Living and Active Community Project. This project will install a sidewalk on the south side and replace water meters on the both sides of NW 34<sup>th</sup> Street between College Avenue and Peniel Avenue. We anticipate the City Council to consider the award of the contract on March 18, 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

**HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT**

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



**BY:**

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

TEIM Design, PLLC Project No. ET486

**January 2025**

APPROVAL SHEET

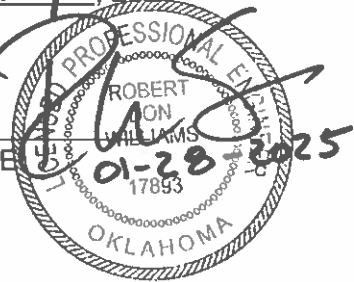
HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT  
CITY OF BETHANY, OKLAHOMA

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 28<sup>th</sup> DAY OF January, 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. 36<sup>th</sup> Street, Bethany, Oklahoma, 73008** until \_\_\_\_\_ p.m. on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2025, for the construction of:

**HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT  
CITY OF BETHANY, OKLAHOMA**

Bids shall be made in accordance with the Notice to Bidders, Requirements for Bidders, Plans, Specifications, and Bidder's Proposal, which are on file and available for examination at the Office of the City Clerk and are made a part of this notice as fully set forth herein and copy of which may be obtained from TEIM Design, PLLC, 3020 Northwest 149<sup>th</sup> Street, Oklahoma City, Oklahoma 73134 upon deposit of **\$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 \_\_\_\_\_ p.m. on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2025, in the **City Hall Building, 6700 N.W. 36<sup>th</sup> Street, Bethany, Oklahoma 73008**.

**A mandatory pre-bid conference will be held at the City Hall Building, 6700 NW 36<sup>th</sup> Street, Bethany, Oklahoma 73008 on \_\_\_\_\_, \_\_\_\_\_, 2025, at \_\_\_\_\_ p.m.** Attendance at the pre-bid conference *is* mandatory.

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

## Information for Bidders

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### PROJECT DURATION

The work shall be commenced ten (10) days from the date on which a Work Order is issued and completed within 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 Paving Contractor "C" and the subcontractor Water Pipeline Contractor "C" under the provisions of the City of Oklahoma City Ordinance No. 26,614.

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

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

## PROJECT LOCATION

As shown on the construction plan project location map.

## QUANTITY

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

## AMOUNT

This contract will be awarded for the base bid amount.

## BASIS OF PAYMENT

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

## AWARD OF CONTRACT

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

## APPROVAL OF MATERIALS

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

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

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

## INSTALLATION OF EQUIPMENT

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

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

#### OPERATING DATA AND PROCEDURES INFORMATION

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

#### GUARANTEE

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

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

#### CLEAN-UP

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

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

#### REMOVAL OF EQUIPMENT

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

## MATERIALS AND WORKMANSHIP

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

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

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

## REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

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

## CORRECTION OF WORK AFTER FINAL PAYMENT

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

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

#### MEASUREMENT AND PAYMENT

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

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

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

#### WAGE RATES

See OWRB Information to Bidders.

#### PRE-BIDDING INSPECTION OF SITE

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

#### BID REJECTION

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

#### RETAINAGE

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

#### REMOVE AND REPLACE FENCES

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

#### BARRICADES AND WARNING SIGNS

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

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

### PROTECTION OF EXISTING STRUCTURES

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

### TREE REMOVAL

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

### SUB-SURFACE CONDITIONS

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

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

### LAYOUT OF WORK AND SURVEYS

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

### PROTECTION AND RESTORATION OF PROPERTY

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

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

#### SUPPLEMENTAL TECHNICAL SPECIFICATIONS

Construction shall conform to the City of Oklahoma City Standard Specifications for Construction of Public Improvements.

#### 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:

### HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT

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:

**HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT  
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:

**HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT  
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:

**HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT  
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

ATTEST:

\_\_\_\_\_  
Secretary

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

ATTEST:

\_\_\_\_\_  
Secretary

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

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

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

LIST OF DOCUMENTS REQUIRED FOR THIS BID

**HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT  
CITY OF BETHANY, OKLAHOMA  
TEIM Design, PLLC Project No. ET486**

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

**DOCUMENTS REQUIRED FOR THIS BID**

Bid Form  
Detailed Bid Form (if provided in the Bidding Documents)  
Bid Bond  
Anticollusion Affidavit  
Affidavit of Surety  
Business Relationship Affidavit  
Certificate of Non-Discrimination  
OWRB Affidavits  
Equal Opportunity Clause (ARP-211) and Non-Segregated Facilities (APR-212 and ARP 212a)  
ARP-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. ET486**

Description: **HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT  
CITY OF BETHANY, OKLAHOMA**

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

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

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

Gentlemen:

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

Total Bid Price:

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

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

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

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

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



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

<b>Item No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	LSUM	1.00		
2	SEDIMENT AND EROSION CONTROL	LSUM	1.00		
3	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	EA	11.00		
4	NEW METER LID	EA	11.00		
5	REMOVE AND REPLACE DRIVEWAY	SY	177.00		
6	SIDEWALK (5FT)	SY	196.00		
7	FURNISH AND INSTALL CONCRETE STAIRS	LSUM	1.00		
8	SOLID SLAB SODDING	SY	450.00		
9	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LSUM	1.00		
10	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1.00		
11	MOBILIZATION	LSUM	1.00		

Total Bid Price: \_\_\_\_\_

**BID BOND**

**HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT  
CITY OF BETHANY, OKLAHOMA  
TEIM Design, PLLC Project No. ET486**

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: \_\_\_\_\_

OA-1

**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).

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

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

SPF-2

## 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).

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

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**

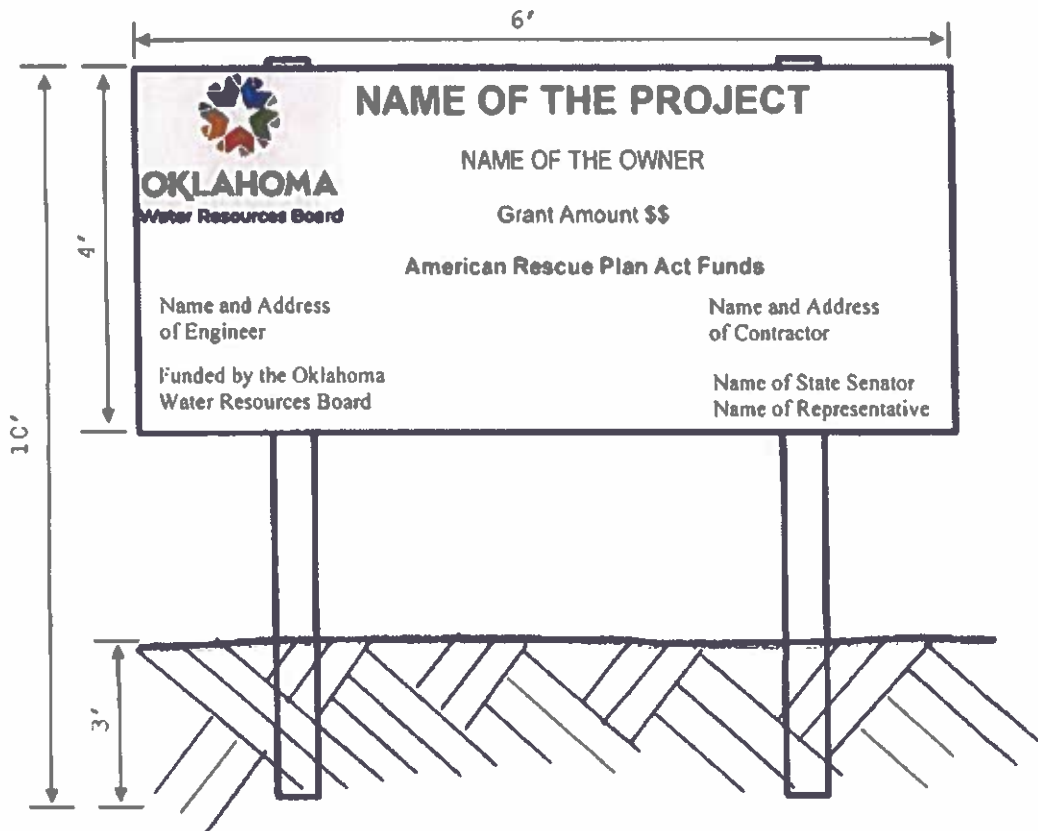
Resource Listing	Contact Information	Website if applicable
<p><b>U.S. Small Business Administration (SBA)</b> In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector.</p>	<p>US Small Business Administration 409 3rd St, SW Washington DC 20416 Phone: 800-827-5722</p>	<p><a href="https://www.sba.gov/">https://www.sba.gov/</a></p>
<p><b>U. S. Small Business Administration (SBA) - OK. District Office</b></p>	<p>301 NW 6<sup>th</sup> St. Oklahoma City, OK 73102 Phone: 405.609.8000</p>	<p><a href="https://www.sba.gov/offices/district/ok/oklahoma-city">https://www.sba.gov/offices/district/ok/oklahoma-city</a></p>
<p><b>Minority Business Development Administration (MBDA):</b> The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBEs.</p>	<p>1401 Constitution Ave NW Washington, D.C. 20230 Email: <a href="mailto:support@mbda.gov">support@mbda.gov</a> Phone: (202) 482-2000</p>	<p><a href="http://www.mbda.gov/">http://www.mbda.gov/</a></p>
<p><b>Standard Industrial Classification Codes (SIC) or North American Industry Classification System (NAICS) codes</b> visit the websites.</p>	<p>U.S. Bureau of Labor Statistics Postal Square Building, 2 Massachusetts Ave. NE Washington, DC 20212-0001 Phone: 1-202-691-5200</p>	<p><a href="http://www.bls.gov/iag/tgs/iag_index_naics.htm">http://www.bls.gov/iag/tgs/iag_index_naics.htm</a></p>
<p><b>Oklahoma Department of Transportation (ODOT) and the Minority/Disadvantaged Business Enterprise (ODOT – MBE/DBE).</b> Project Owners and bidders may locate qualified M/WBE's through the MBE/WBE Directory</p>	<p>200 NE 21<sup>st</sup> Street Oklahoma City, OK 73105 Phone: 405.521.2082</p>	<p><a href="https://okdot.gov2g.com/Default.asp">https://okdot.gov2g.com/Default.asp</a>.</p>
<p><b>US EPA Office of Small and Disadvantaged Business Utilization (OSDBU):</b> advocates and advances the business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses. The Small Business Vendor Profile System contains information of number of small and disadvantaged companies registered with OSDBU.</p>	<p>USEPA Office of Small Programs 1200 Pennsylvania Ave. NW Mail Code 1230T Washington, D.C. 20460 Phone: 202 566-2075</p>	<p><a href="https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu">https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu</a></p> <p>Select "search the OSBP Registry"</p> <p>Click on the search criteria of interest (ethnicity, size, SIC, etc.)</p>

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

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

## PROJECT SIGN

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





HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT

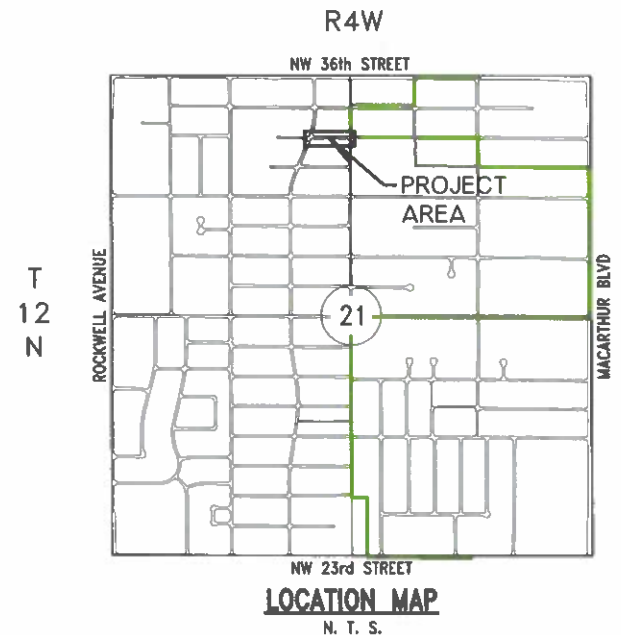
SIDEWALK AND METER  
REPLACEMENT

NW 34th STREET

PREPARED BY



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



The City of  
**BETHANY, OKLAHOMA**  
NIKKI LLOYD, Mayor  
ELIZABETH GRAY, City Manager

COUNCIL MEMBERS:

AMANDA SANDOVAL	Ward 1	MARILYN MCPHAIL	Ward 3
CHRIS POWELL	Ward 1	KATHY LARSEN	Ward 3
MATTHEW GOODWIN	Ward 2	BRIAN MAGIROWSKY	Ward 4
STEVE PALMER	Ward 2	JEFF KNAPP	Ward 4

SHEET INDEX

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
0001 . . . . .	TITLE SHEET
AC01 . . . . .	SUMMARY OF PAY QUANTITIES
AC02 . . . . .	TYPICAL SECTIONS
AC03 . . . . .	LEGEND
C001 - C010 . . . . .	PROPOSED PLAN SHEETS
D001 - D002 . . . . .	MISCELLANEOUS DETAIL SHEETS
ER01 - ER02 . . . . .	EROSION CONTROL PLAN SHEETS
S001 . . . . .	SURVEY DATA SHEETS
X001 - X009 . . . . .	CROSS SECTION SHEETS OKC STANDARDS

ONE CALL UTILITY LOCATION NUMBER

840-5032  
1-800-522-6543

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

*RUS*



ROBERT DON WILLIAMS, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
Caf 8428 EXPIRES JUNE 30, 2025

17893 DATE

APPROVED BY:  
*RUS* 01-29-2025  
ROBERT DON WILLIAMS, P.E.  
CITY ENGINEER DATE

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

**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.
2. CONTRACTOR SHALL "CALL OKIE" AT 811 STATEWIDE OR 1-800-522-6543 OUT OF STATE FOR INFORMATION ON UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
3. UNDERGROUND UTILITY LINES 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.
4. CONSTRUCTION ACTIVITIES THAT RESULT IN LAND DISTURBANCE OF EQUAL TO OR GREATER THAN ONE (1) ACRE, OR LESS THAN ONE (1) ACRE IF THEY ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT OR SALE THAT TOTALS AT LEAST ONE (1) ACRE MUST ALSO OBTAIN A PERMIT FROM ODEQ (FORM 605-002A) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION. A COPY OF THE EROSION CONTROL PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST. POSSIBLE RUBBLE AND DEBRIS MAY BE ENCOUNTERED DURING EXCAVATION. ALL UNSUITABLE BACKFILL MATERIALS SHALL BE REMOVED AND LEGALLY DISPOSED OF.
6. ALL DEBRIS AND OTHER MATERIALS OF ANY NATURE NOT USED IN THIS CONTRACT MUST BE LEGALLY DISPOSED OF, OFFSITE.
7. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND APPLICABLE O.D.O.T. STANDARD DRAWINGS. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES AND PAVEMENT MARKINGS REQUIRED FOR COMPLETION OF THE PROJECT. ALL SIGNS, BARRICADES, AND CHANNELIZING DEVICES WHICH ARE SHOWN WITH EITHER TYPE "A" OR TYPE "C" LIGHTS IN THE STANDARD DRAWINGS SHALL HAVE THE CORRESPONDING LIGHT ATTACHED DURING NON-DAYLIGHT HOURS. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL PLAN. LANE CLOSINGS SHALL BE COORDINATED WITH THE CITY OF BETHANY. NO ADDITIONAL PAYMENT, INCIDENTAL CONSTRUCTION.
8. THE DENSITY REQUIREMENTS FOR THE PROJECT ARE 90% STANDARD PROCTOR FOR UNPAVED AREAS AND 95% STANDARD PROCTOR FOR PAVED AREAS.
9. CONTRACTOR SHALL FOLLOW OSHA GUIDELINES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING STRUCTURES, FENCES, AND LANDSCAPING NOT SHOWN TO BE REMOVED AND SHALL BE RESPONSIBLE FOR THE COST OF ANY REPAIRS TO THESE ITEMS UPON COMPLETION OF CONSTRUCTION.
11. THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL EXISTING PIPING, CONDUITS, AND UTILITIES PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE ACCURACY OF ALL MEASUREMENTS BEFORE CONSTRUCTING ANY PERMANENT STRUCTURE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH SURFACE AND SUB-SURFACE CONDITIONS.
14. ALL WORK AND/OR MATERIALS NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE FOR ITEMS WHICH ARE QUALIFIED FOR PAYMENT.
15. ALL WORK SHALL BE DONE IN A NEAT AND ORDERLY FASHION BY SKILLED WORKMEN. ALL WORK WILL REQUIRE INSPECTION TO INSURE ACCEPTABLE CONSTRUCTION.
16. THE CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR STORM WATER PERMIT REGULATIONS AND STORM WATER EROSION AND SEDIMENT CONTROL PROCEDURES.
17. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.

Summary of Pay Quantities					
Item Number	Lot Name	Title	Pay Item Notes	Quantity	Unit
1	Bose Bid	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION		1.00	LSUM
2	Bose Bid	SEDIMENT AND EROSION CONTROL		1.00	LSUM
3	Bose Bid	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	1	11.00	EA
4	Bose Bid	NEW METER LID		11.00	EA
5	Bose Bid	REMOVE AND REPLACE DRIVEWAY	2 and 3 and 5	177.00	SY
6	Bose Bid	SIDEWALK (5FT)	5	196.00	SY
7	Bose Bid	FURNISH AND INSTALL CONCRETE STAIRS		1.00	LSUM
8	Bose Bid	SOLID SLAB SODDING		450.00	SY
9	Bose Bid	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)		1.00	LSUM
10	Bose Bid	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		1.00	LSUM
11	Bose Bid	MOBILIZATION	4	1.00	LSUM

**PAY ITEM NOTES**

1. THE COST INCLUDES NEW 5/8 INCH WATER METER, NEPTUNE MACH 10 ULTRASONIC METER R9001 WITH ELECTRONIC ENCODER REGISTER, RADIO FREQUENCY (RF) MODULES AND APPURTENANCES.
2. INCLUDES SAW CUT, CONCRETE CURB AND ROADWAY PAVEMENT.
3. INCLUDES 30 SQUARE YARDS BEYOND THE RIGHT-OF-WAY LINE. THIS ITEM TO BE USED AT DIRECTION OF ENGINEER.
4. SEE OKC STANDARD SPECIFICATION FOR CONSTRUCTION SECTION 809 MOBILIZATION.
5. INCLUDES THE COST OF EARTHWORK.

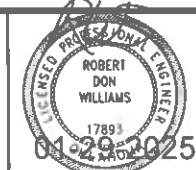
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 CHECKED BY: R WILLIAMS

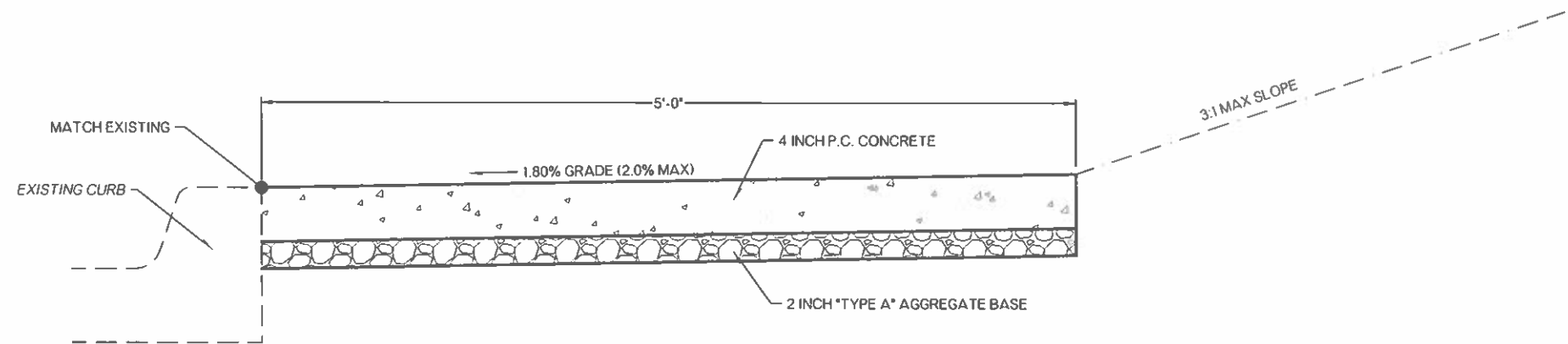


CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 SUMMARY OF PAY QUANTITIES  
 AND NOTES

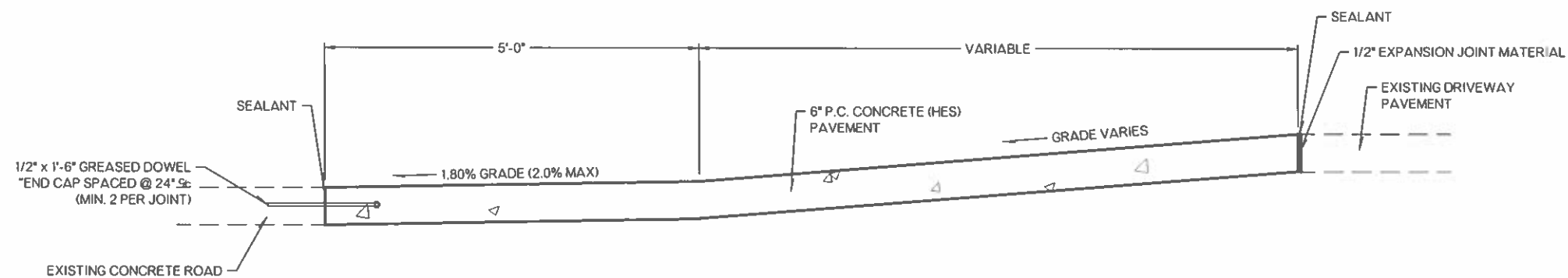


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 SHEET NO.  
 AC01  
 SHEET 2 OF 28



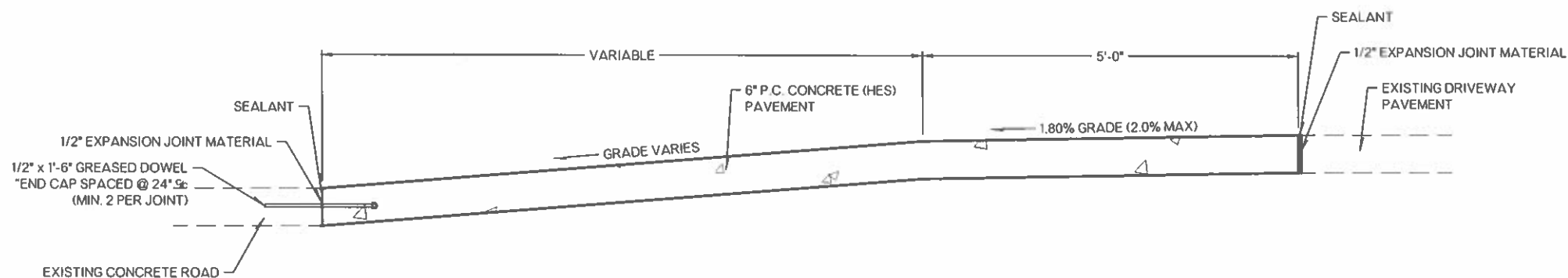
**SIDEWALK TYPICAL SECTION**

N.T.S.  
NOTE: TYPE "A" AGGREGATE INCLUDED IN BID ITEM SIDEWALK (5FT)



**DRIVEWAY TYPICAL SECTION 1**

N.T.S.



**DRIVEWAY TYPICAL SECTION 2**

N.T.S.

DRIVE AT STA. 13+95.43 ONLY

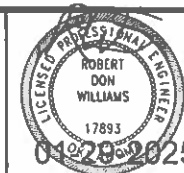
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CHECKED BY: R. WILLIAMS



CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT  
SIDEWALK AND METER REPLACEMENT

CIVIL  
TYPICAL SECTIONS



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SHEET NO.  
AC02  
SHEET 3 OF 28

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**LINETYPE LEGEND**

**BLOCK LEGEND**

**HATCH LEGEND**

	EXISTING	PROPOSED
FILTER FABRIC SILT FENCE		—SF—
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	SEC-T-N	—
PROPERTY SECTION CALLOUTS	SECTION TEXT	—
PROPERTY CALLOUTS	PROPERTY OWNERS	—
ASPHALT ROAD	—	—
CONCRETE ROAD	—	—
DIRT ROAD	—	—
GRAVEL ROAD	—	—
GROUND LINE	- - - - -	- - - - -
GROUND LINE CALLOUTS	TEXT	—
CROSS SECTION GROUND LINE	- - - - -	- - - - -
CROSS SECTION GROUND LINE CALLOUTS	TEXT	—
ROADWAY STRIPING	—	—
PROPERTY HATCH	—	—
ALIGNMENTS	—	—
CENTER OF EASEMENT ALIGNMENT	—	—
ROADWAY CALLOUTS	STREET NAME	TEXT
SANITARY SEWER-PLAN	—SS—	—SS—
SANITARY SEWER STRUCTURES	—	—
SANITARY SEWER HATCH	—	—
SANITARY SEWER CALLOUTS	—	TEXT
STEEL CASING	—	—
STORM SEWER FLOWLINE	—	—
STORM SEWER PIPE	- - - - -	- - - - -
STORM SEWER STRUCTURES	—	—
STORM SEWER HATCH	—	—
STORM SEWER CALLOUTS	—	TEXT
BENCHMARK CALLOUTS	TEXT	—
GEOTECH BORE	—	—
SURVEY CONTROL	—	—
SURVEY CONTROL CALLOUTS	—	—
MONUMENT	—	—
MONUMENT TEXT	TEXT	—
TOPO	—	—
BUILDING	—	—
BUILDING FOOTING	—	—
BUILDING SERVICE	—	—
BUILDING OVERHANG	—	—
BRIDGE	- - - - -	- - - - -
BREAKLINE	—	—
CABLE BARRIER	—	—

	EXISTING	PROPOSED
CONCRETE PAD	—	—
WATERS EDGE	—	—
BARB WIRE FENCE	- x - x -	- x - x -
CHAINLINK FENCE	—	—
METAL FENCE	—	—
PLASTIC FENCE	—	—
WOOD FENCE	—	—
DITCH FLOWLINE	—	—
GUARDRAIL	—	—
MAJOR CONTOUR	—	—
CONTOUR CALLOUTS	ELEVATION	ELEVATION
MINOR CONTOUR	—	—
RAILROAD	—	—
RETAINING WALL	—	—
TOP OF BANK	—	—
TOE OF SLOPE	- - - - -	- - - - -
RIPRAP	—	—
SAWCUT	—	—
SIGNAGE	—	—
TOPO CALLOUTS	—	TEXT
TREES	—	—
TREE OVERHANG	—	—
TREE PROTECTION ZONE	—	TPZ
SIDEWALK	—	—
CABLE LINE	—CATV—	—
ELECTRIC LIGHTS	—	—
OVERHEAD ELECTRIC	—	—
POWER UNDERGROUND	—PUG—	—PUG—
GAS LINE	—G—	—G—
OIL PIPELINE	—O—	—O—
TELEPHONE UNDERGROUND	—TUG—	—TUG—
FIBER OPTIC	—FO—	—FO—
UTILITY CALLOUTS	TEXT	—
ABANDONED WATER LINE	—W-ABO—	—
WATER APPURTENANCES	—	—
FIRELINE	—W-FR—	—W-FR—
WATER PIPE FITTINGS	—	—
IRRIGATION LINE	—W-IRR—	—W-IRR—
WATER PIPE-PLAN	—W—	—W—
WATER PIPE-PROFILE	—	—
WATER HATCH	—	—
WATER SERVICE	—W-SVC—	—W-SVC—
WATER LINE CALLOUTS	—	TEXT
TABLE OUTLINE	—	—
TABLE TEXT	—	TEXT

	EXISTING	PROPOSED
BENCHMARK	—	—
BUILDING-ROOF DRAIN	—RD—	—
CONTROL POINT	—	—
ELECTRICAL-AIR CONDITION	—A—	—
ELECTRICAL RISER	—E—	—
ELECTRICAL-TRANSFORMER	—E—	—
FIRE HYDRANT	—FH—	—FH—
FIRE CONNECTION	—FDC—	—FDC—
FIRE CONNECTION w/STROBE	—FDC—	—FDC—
FITTING - CAP	—	—
FITTING - PLUG	—	—
GAS METER	—GM—	—GM—
GAS VALVE	—GV—	—GV—
GUY ANCHOR	—	—
HIGHWAY-INTERSTATE	—IXX—	—IXX—
HIGHWAY-US	—IXX—	—IXX—
HIGHWAY-STATE	—IXX—	—IXX—
LIGHT POLE DOUBLE ARM	—	—
LIGHT LANDSCAPING	—	—
LIGHT POLE SINGLE ARM	—	—
LIGHT POLE-STADIUM	—	—
LIGHT POLE-QUAD ARM	—	—
MAILBOX	—	—
MANHOLE-ELECTRICAL	—E—	—E—
MANHOLE SANITARY SEWER	—SS—	—SS—
MANHOLE STORM SEWER	—ST—	—ST—
MANHOLE-TELEPHONE	—T—	—T—
MANHOLE-WATER	—W—	—W—
POST-FENCE	—	—
POST-GATE	—	—
POST-VENT PIPE	—V.P.—	—V.P.—
POST-SQUARE	—	—
POWER POLE-DISTRIBUTION	—	—
POWER POLE-TRANSMISSION	—	—
SEWER CLEANOUT	—C.O.—	—C.O.—
SIGNAL-MAST ARM	—	—
DOUBLE LIGHT SIGNAL-MAST ARM	—	—
TRIPLE LIGHT SIGNAL-RAILROAD ARM	—	—
SIGN-SCHOOL	—	—
SIGN-STREET	—	—
TELEPHONE RISER	—	—
TREE-CONIFEROUS	—	—
TREE-DECIDUOUS	—	—
TREE-SHRUB	—	—
VALVE AIR VAC/RELEASE	—	—
VALVE BLOWOFF	—BV—	—BV—
VALVE IRRIGATION	—IRR—	—IRR—
VERTICAL BEND	—	—
WATER VALVE	—WV—	—WV—
WATER METER	—WM—	—WM—
WATER FAUCET	—WF—	—WF—
WATER WELL	—WELL—	—WELL—

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

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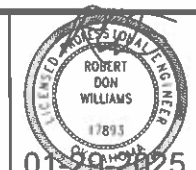
REV. NO.	DATE	DRWN	CHKD	REMARKS

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CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

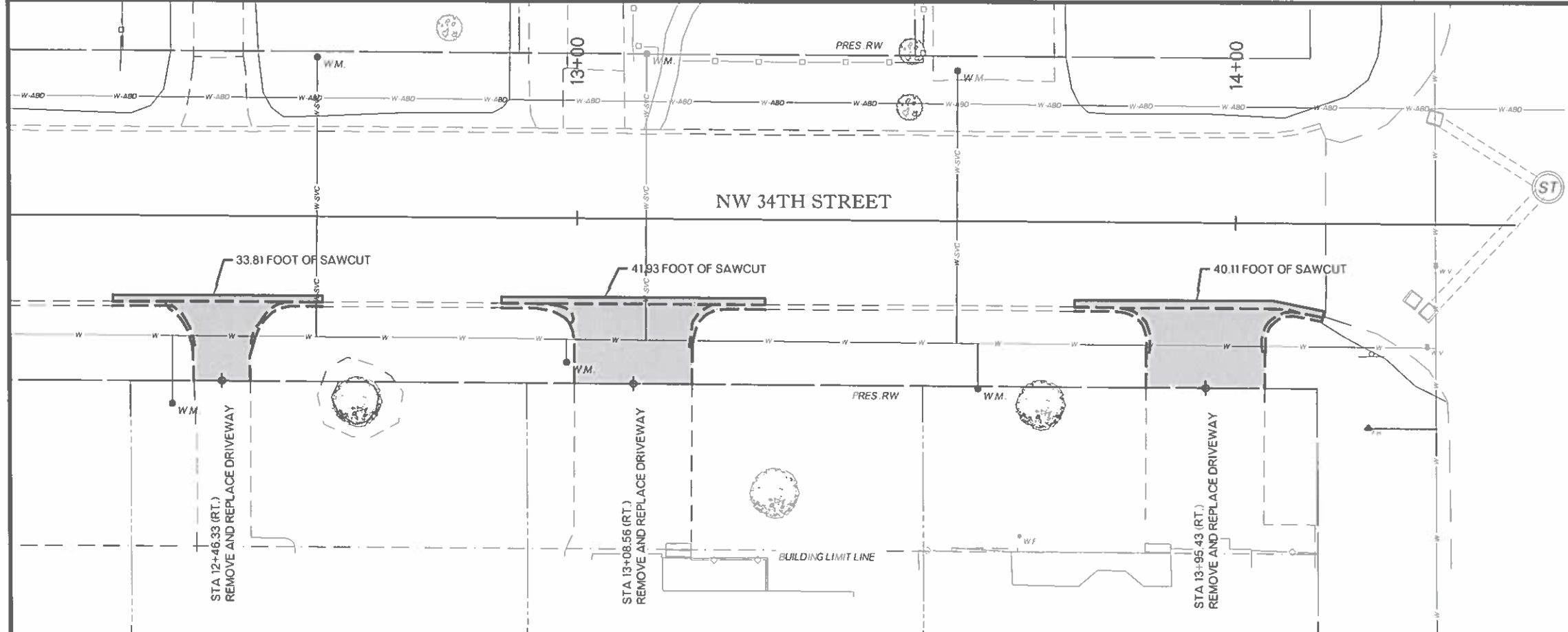
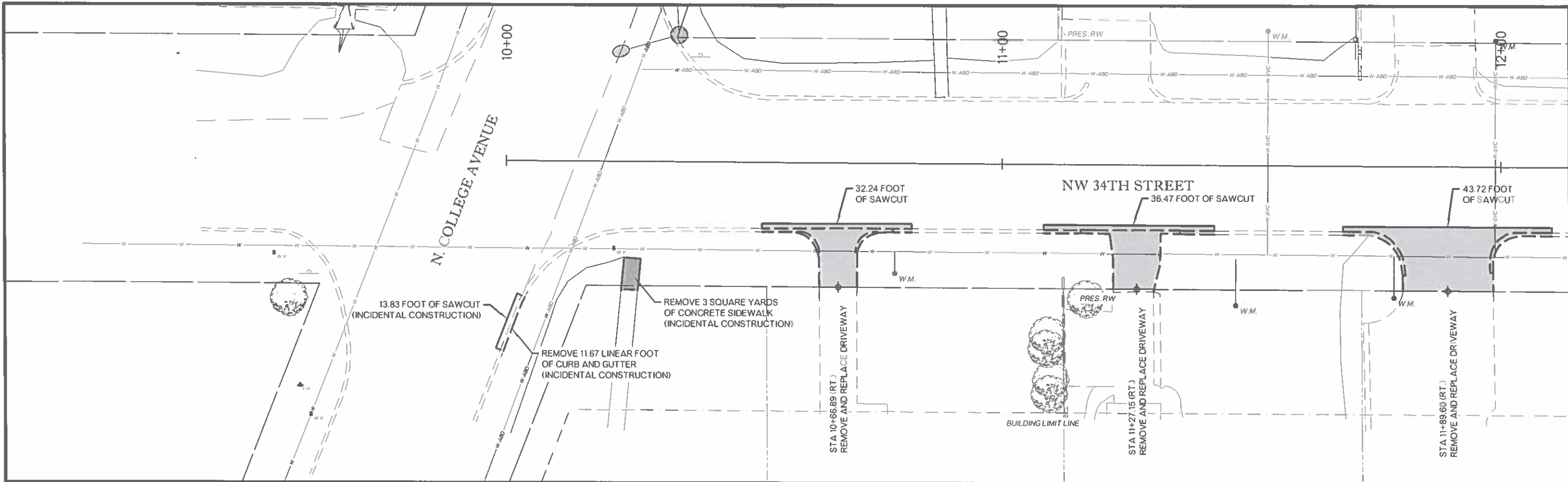
GENERAL  
 LEGEND



ET486-0  
 SHEET NO.  
 AC03  
 SHEET 4 OF 28

01-29-2025

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**NOTE:**  
SEE PAY ITEM NOTE No. 2 FOR  
ITEM 'REMOVE AND REPLACE DRIVEWAY'  
ON SHEET AC01.

BENCHMARK - SET CUT "X" ON TOC  
N=184386.9, E=2078984.8  
ELEVATION=1315.29



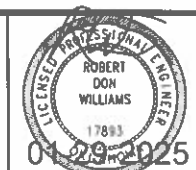
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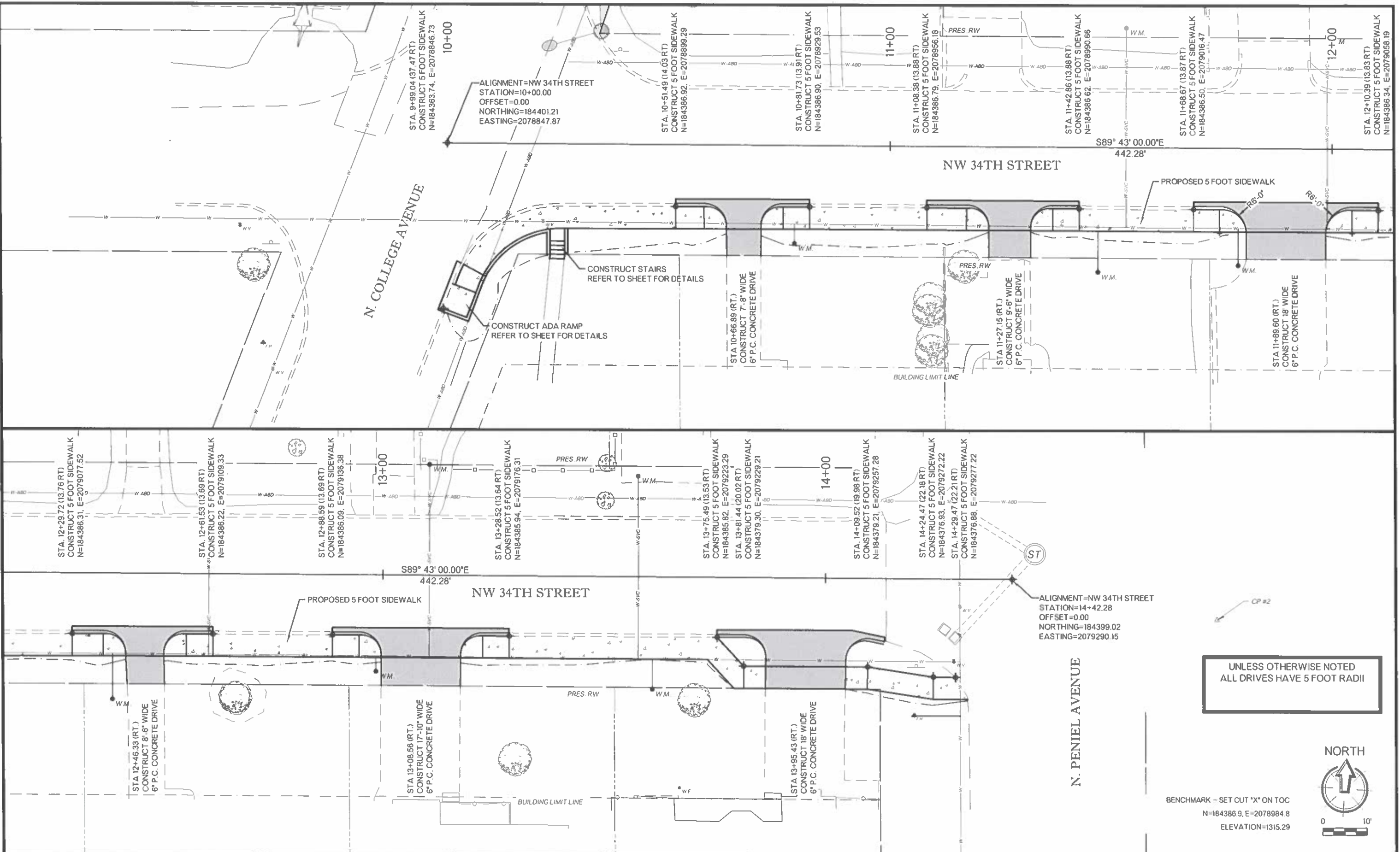
CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT  
SIDEWALK AND METER REPLACEMENT

CIVIL  
DEMOLITION PLAN



ET486-0  
SHEET NO.  
C001  
SHEET 5 OF 28

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ALIGNMENT=NW 34TH STREET  
 STATION=10+00.00  
 OFFSET=0.00  
 NORTHING=184401.21  
 EASTING=2078847.87

S89° 43' 00.00"E  
 442.28'

ALIGNMENT=NW 34TH STREET  
 STATION=14+42.28  
 OFFSET=0.00  
 NORTHING=184399.02  
 EASTING=2079290.15

UNLESS OTHERWISE NOTED  
 ALL DRIVES HAVE 5 FOOT RADII

BENCHMARK - SET CUT \*X\* ON TOC  
 N=184386.9, E=2078984.8  
 ELEVATION=1315.29



REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN  
 DATE: JANUARY 29 2025  
 DRAWN BY: GIBBS  
 CHECKED BY: R. WILLIAMS



CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 PROPOSED LAYOUT



ET486-0  
 SHEET NO.  
 C002  
 SHEET 6 OF 28

NW 34TH STREET

N. COLLEGE AVENUE

ADJUST VALVE BOX TO MATCH PROPOSED SIDEWALK GRADE

F.G.=1318.44  
F.G.=1318.94

F.G.=1318.35

F.G.=1320.25

F.G.=1320.22

PRES RW

19.00 LINEAR FOOT OF CURB AND GUTTER

PROPOSED TOP OF BANK

F.G.=1318.95

F.G.=1319.04

F.G.=1318.71

F.G.=1318.73

+25.82  
(39.14' RL)  
20' RADIUS

BENCHMARK - SET CUT \*X\* ON TOC  
N=184386.9, E=2078984.8  
ELEVATION=1315.29



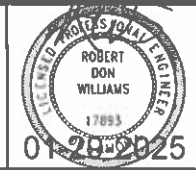
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CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT  
SIDEWALK AND METER REPLACEMENT

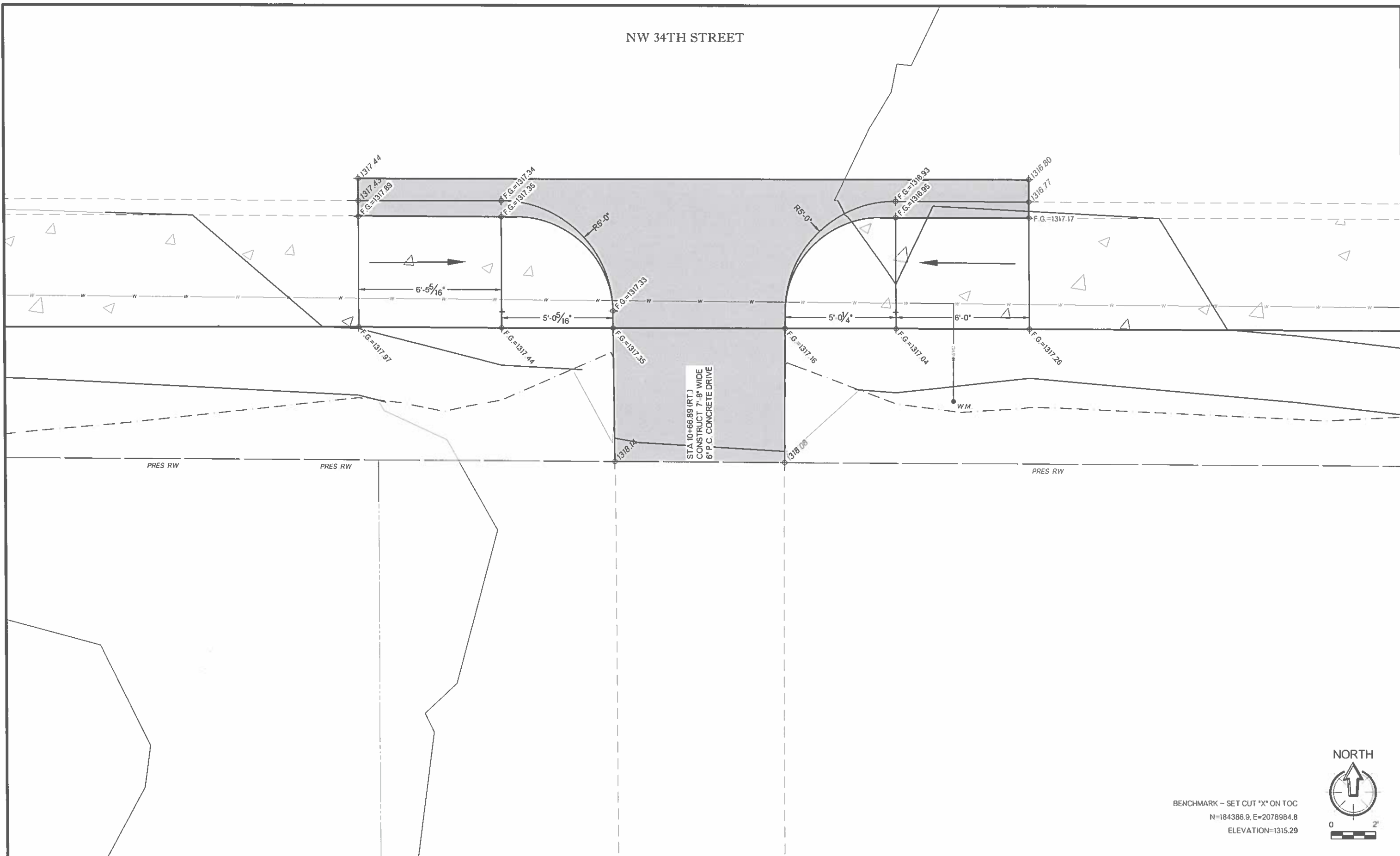
CIVIL  
PROPOSED DRIVE LAYOUT



ET486-0  
SHEET NO.  
C003  
SHEET 7 OF 28

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NW 34TH STREET



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 ELEVATION=1315.29



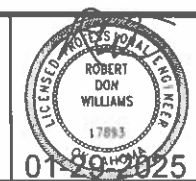
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SCALE: AS SHOWN  
 DATE: JANUARY 29 2025  
 DRAWN BY: GIBBS  
 CHECKED BY: R WILLIAMS



CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 PROPOSED DRIVE LAYOUT

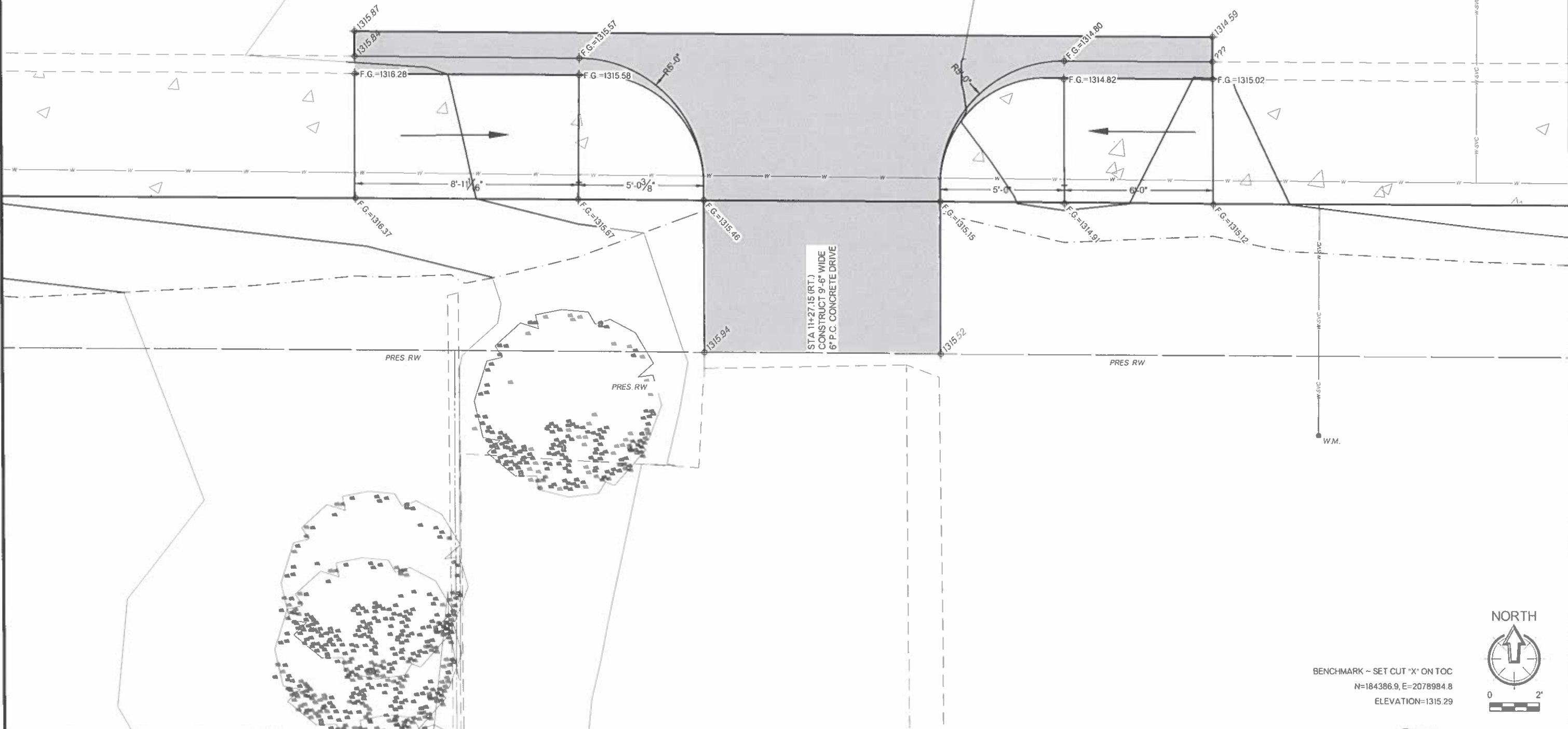


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NW 34TH STREET



STA 11+27.15 (RT.)  
CONSTRUCT 9'-6" WIDE  
6" P.C. CONCRETE DRIVE

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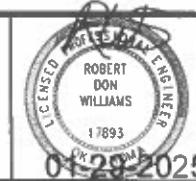
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CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT  
SIDEWALK AND METER REPLACEMENT

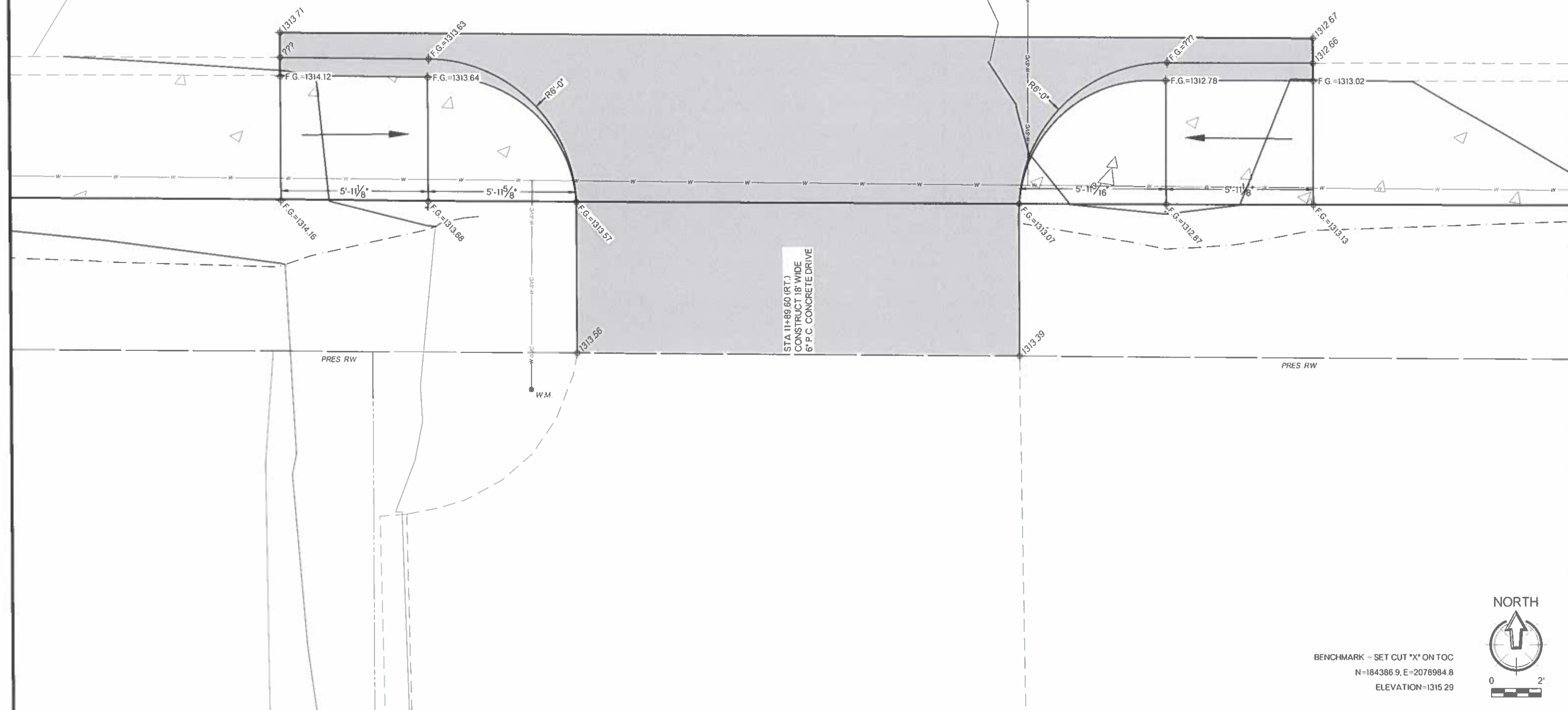
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PROPOSED DRIVE LAYOUT



ET486-0  
SHEET NO.  
C005  
SHEET 9 OF 28

01-29-2025

NW 34TH STREET



STA 11+89.60 (RT.)  
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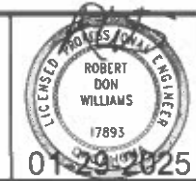
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CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
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SIDEWALK AND METER REPLACEMENT

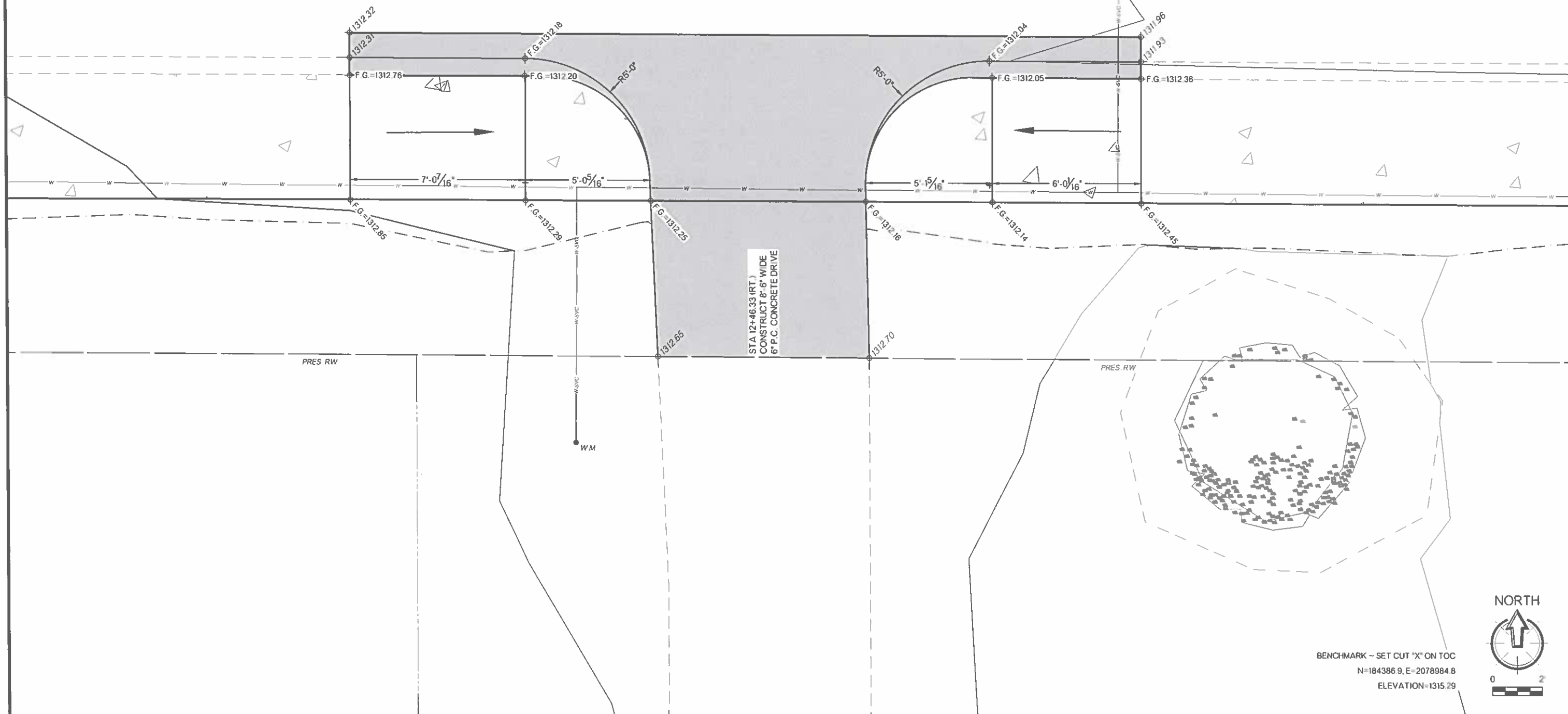
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NW 34TH STREET



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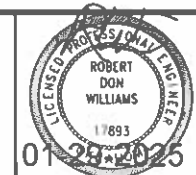
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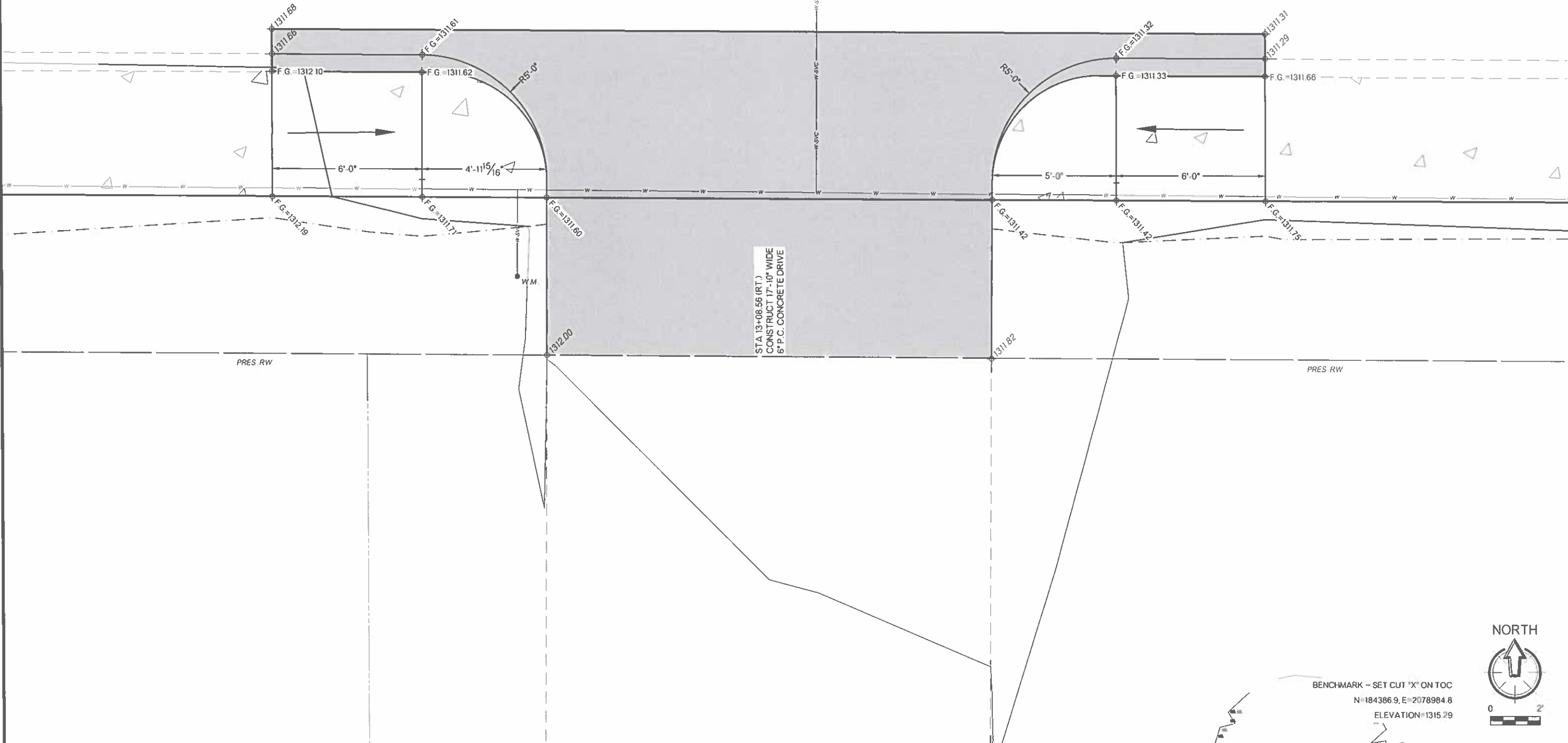
CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 PROPOSED DRIVE LAYOUT



ET486-0  
 SHEET NO. C007  
 SHEET 11 OF 28

NW 34TH STREET



PRES RW

PRES RW

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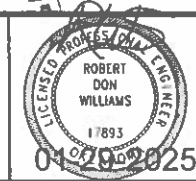
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CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 PROPOSED DRIVE LAYOUT

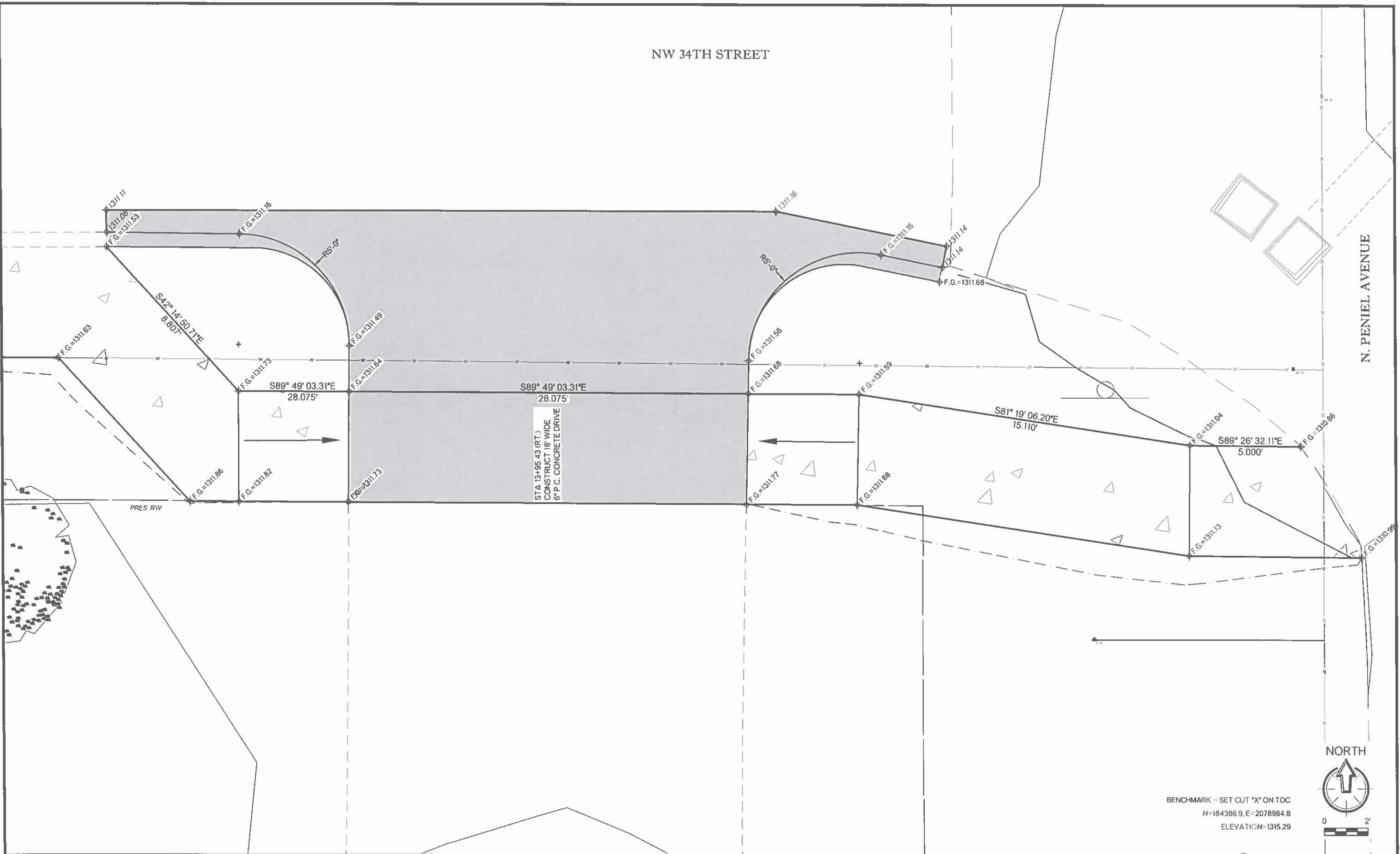


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 SHEET 12 OF 28

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NW 34TH STREET

N. PENIEL AVENUE



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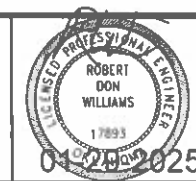
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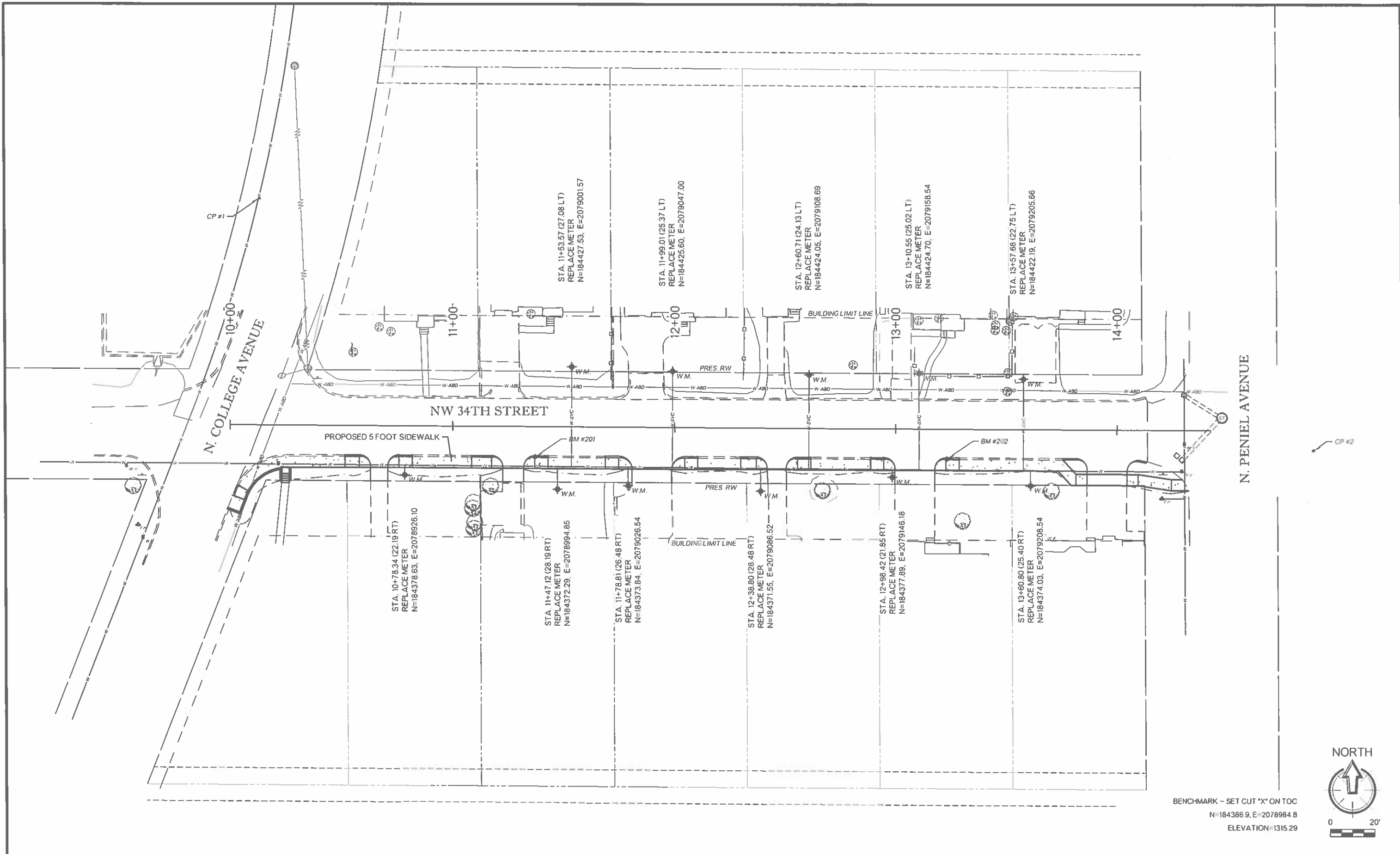
CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 PROPOSED DRIVE LAYOUT

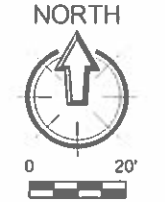


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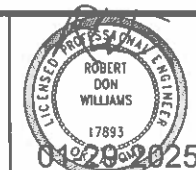
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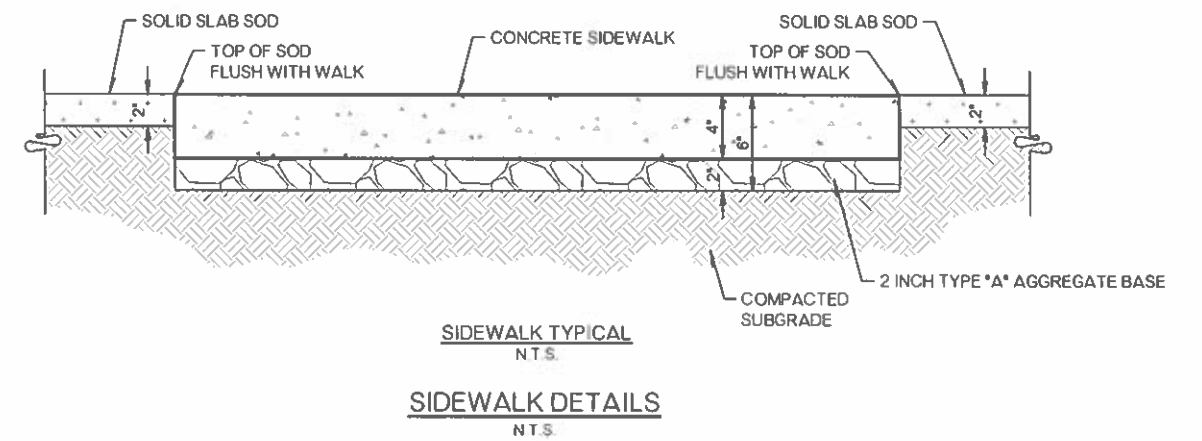
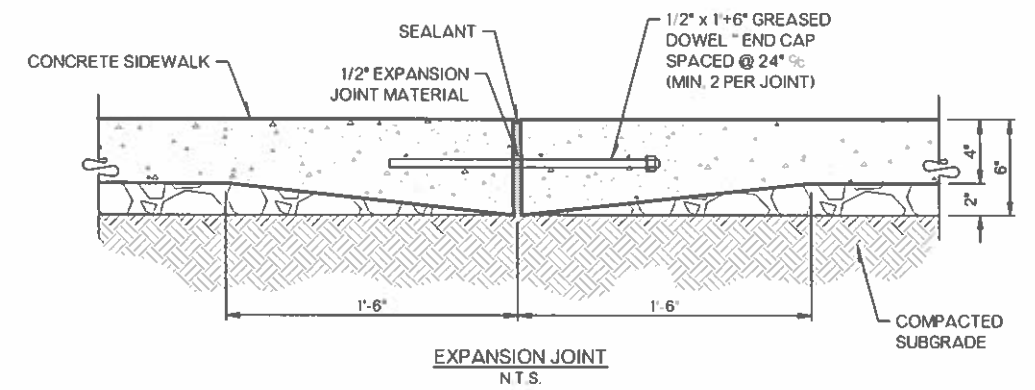
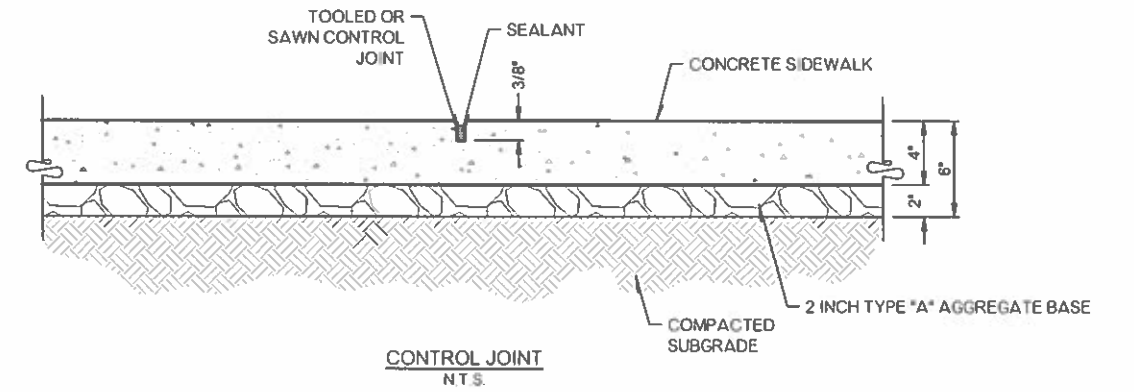
CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 PROPOSED METER REPLACEMENT  
 SITE PLAN



ET486-0  
 SHEET NO.  
 C010  
 SHEET 14 OF 28

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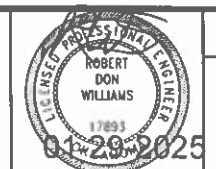
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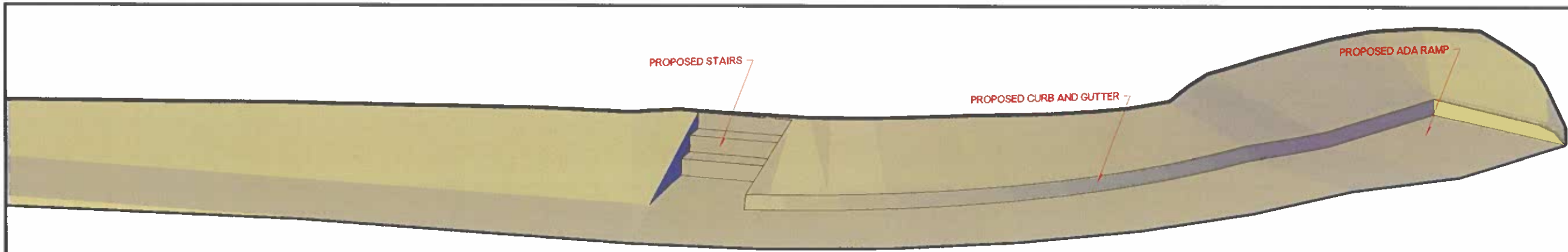


CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

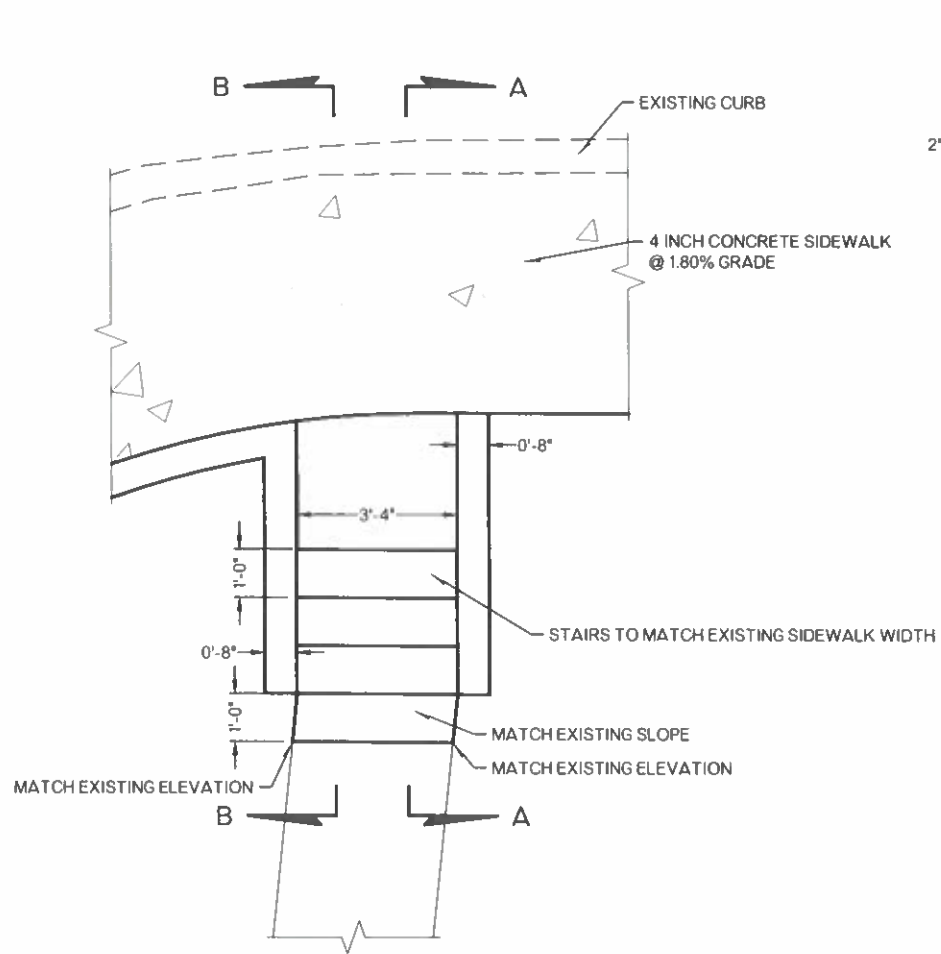
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 MISCELLANEOUS DETAILS



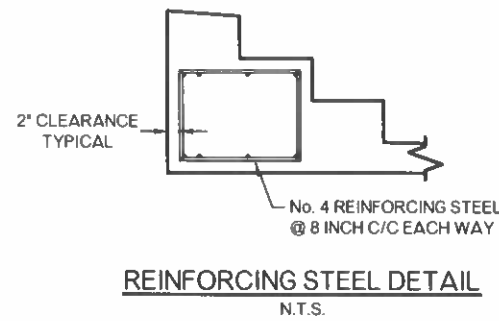
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 SHEET NO.  
 D001  
 SHEET 15 OF 28



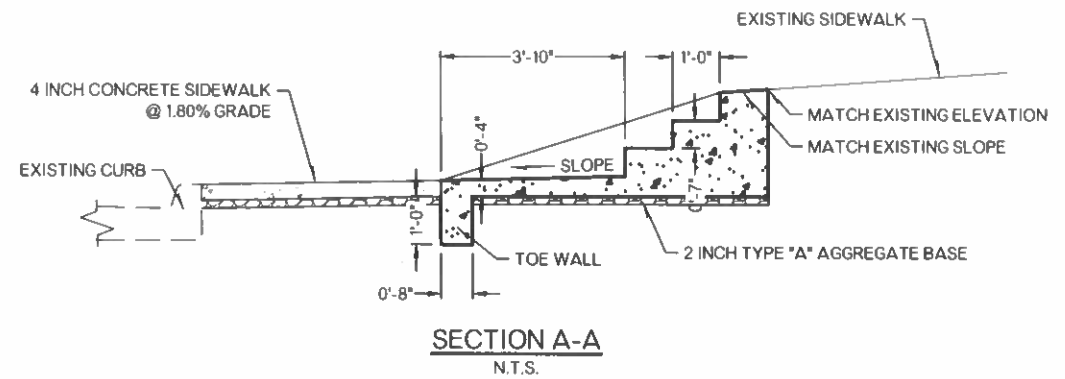
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N.T.S.



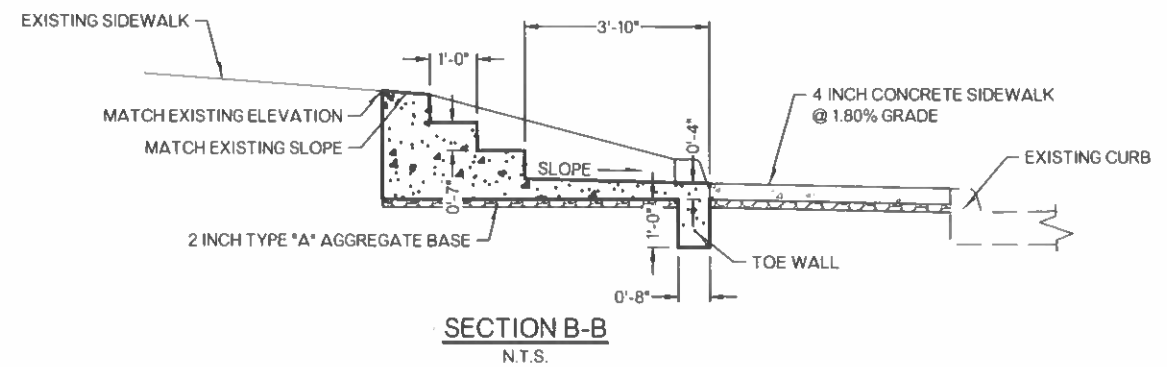
PLAN VIEW  
N.T.S.



REINFORCING STEEL DETAIL  
N.T.S.



SECTION A-A  
N.T.S.



SECTION B-B  
N.T.S.

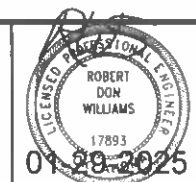
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SCALE: AS SHOWN  
DATE: JANUARY 29 2025  
DRAWN BY: GIBBS  
CHECKED BY: R. WILLIAMS



CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT  
SIDEWALK AND METER REPLACEMENT

CIVIL  
PROPOSED STAIRS  
MISCELLANEOUS DETAILS



ET486-0  
SHEET NO.  
D002  
SHEET 16 OF 28

EROSION AND SEDIMENT CONTROLS

SITE DESCRIPTION

PROJECT LIMITS: NW 34TH STREET BETWEEN COLLEGE AVENUE AND PENIEL AVENUE

PROJECT DESCRIPTION: HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT SIDEWALK AND METER REPLACEMENT

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

TOTAL AREA TO BE DISTURBED: 0.13 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 TARPAULIN
  - EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

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THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

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

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

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

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

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

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

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

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

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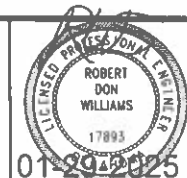
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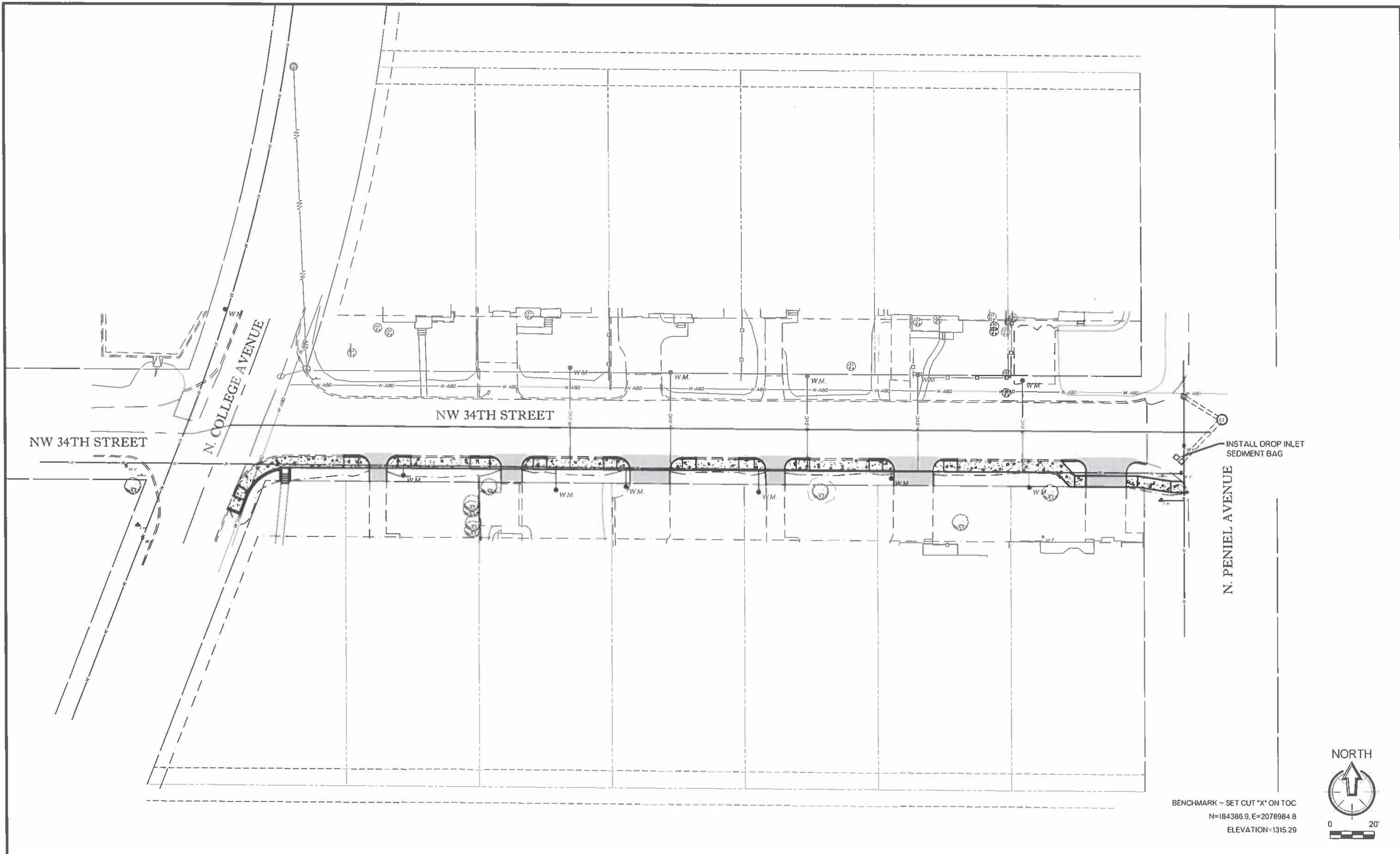
CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

GENERAL  
 STORMWATER POLLUTION  
 PREVENTION PLAN



ET486-0  
 SHEET NO.  
 ER01  
 SHEET 17 OF 28

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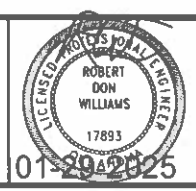
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CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 EROSION CONTROL PLAN



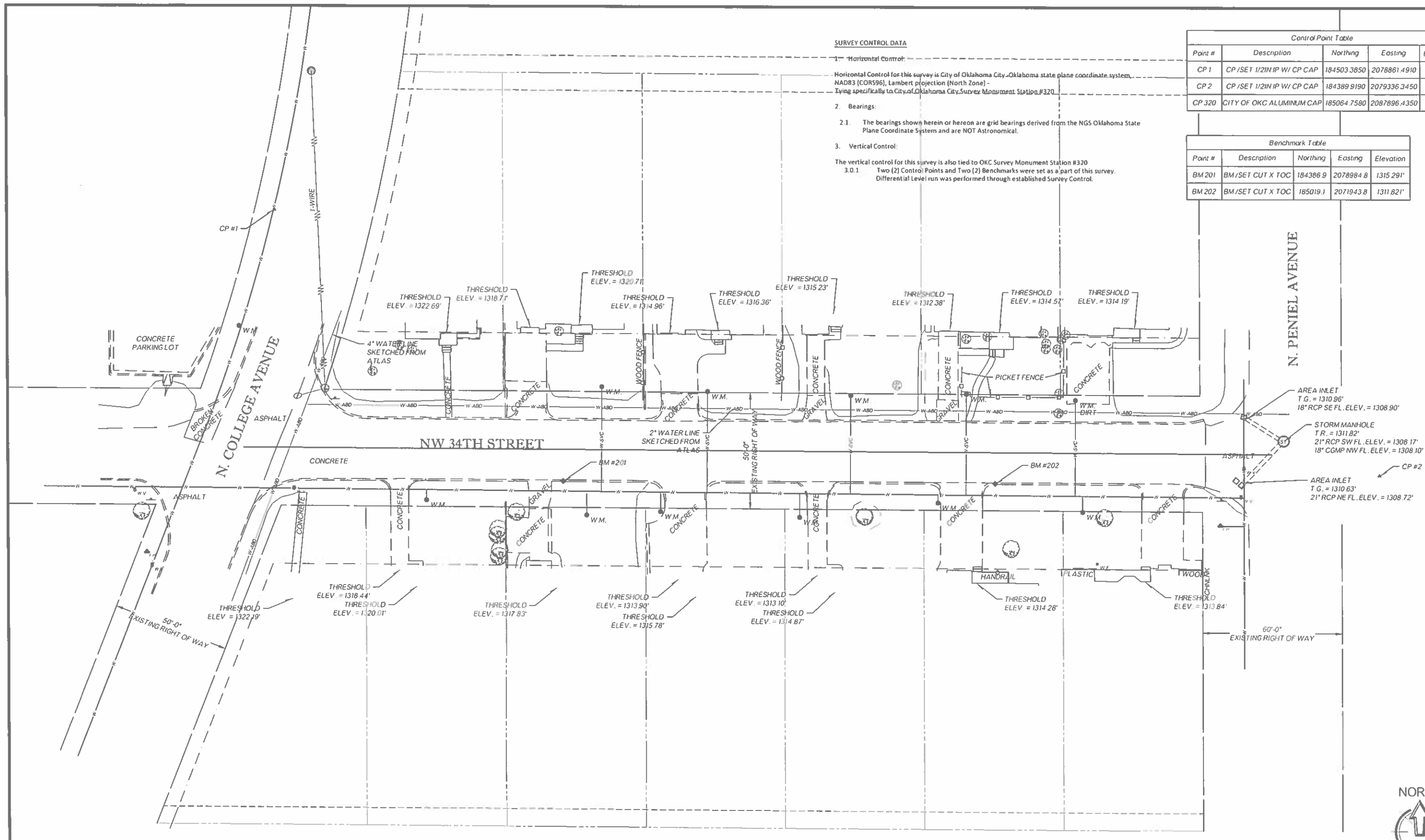
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**ER02**  
 SHEET 18 OF 28

**SURVEY CONTROL DATA**

1. Horizontal Control:  
Horizontal Control for this survey is City of Oklahoma City, Oklahoma state plane coordinate system, NAD83 (CORS96), Lambert projection (North Zone) - Tying specifically to City of Oklahoma City Survey Monument Station #320.
2. Bearings:  
2.1. The bearings shown herein or hereon are grid bearings derived from the NGS Oklahoma State Plane Coordinate System and are NOT Astronomical.
3. Vertical Control:  
The vertical control for this survey is also tied to OKC Survey Monument Station #320.  
3.0.1 Two (2) Control Points and Two (2) Benchmarks were set as a part of this survey. Differential Level run was performed through established Survey Control.

Control Point Table				
Point #	Description	Northing	Easting	Elevation
CP 1	CP / SET 1/2" IP W/ CP CAP	184503.3850	2078861.4910	1320.411'
CP 2	CP / SET 1/2" IP W/ CP CAP	184389.9190	2079336.3450	1311.63'
CP 320	CITY OF OKC ALUMINUM CAP	185064.7580	2087896.4350	1280.171'

Benchmark Table				
Point #	Description	Northing	Easting	Elevation
BM 201	BM / SET CUT X TOC	184386.9	2078984.8	1315.291'
BM 202	BM / SET CUT X TOC	185019.1	2071943.8	1311.821'



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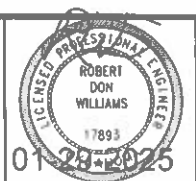
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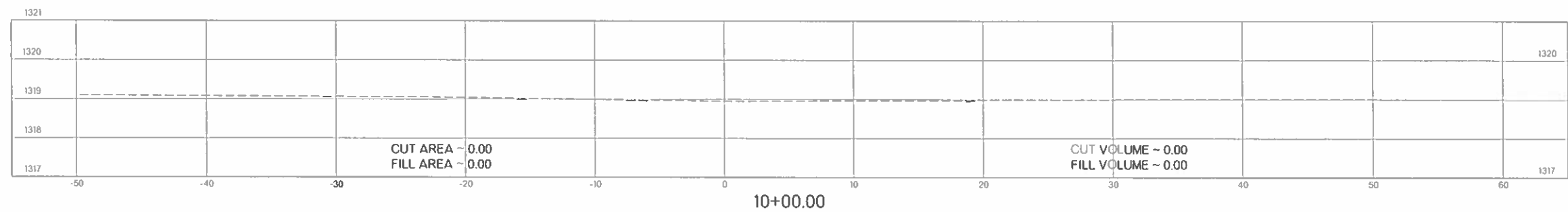
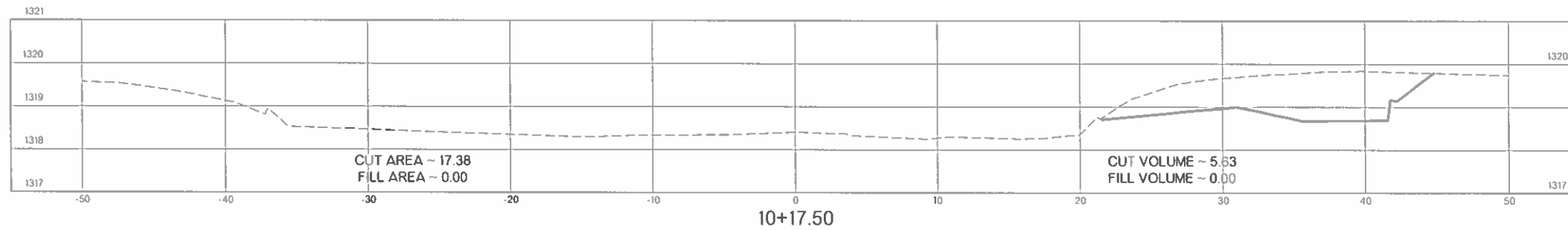
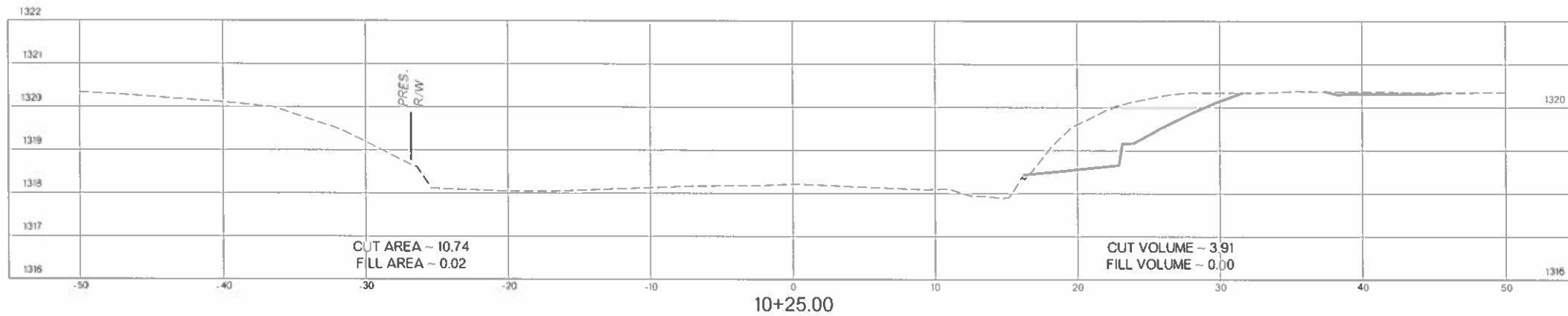
CITY OF BETHANY  
**HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT**  
SIDEWALK AND METER REPLACEMENT

CIVIL  
SURVEY DATA



ET486-0  
SHEET NO.  
**S001**  
SHEET 19 OF 28

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1:3 VERTICAL EXAGGERATION

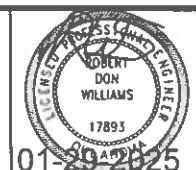
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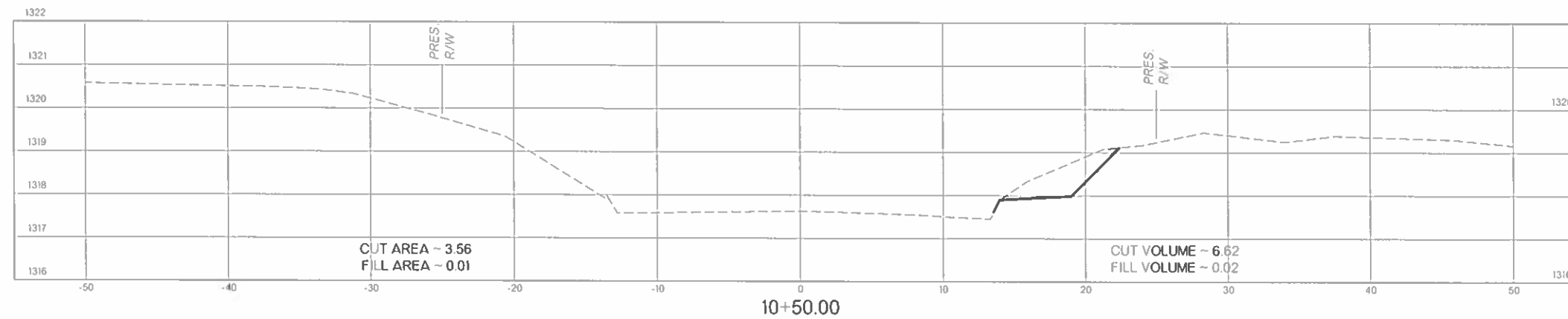
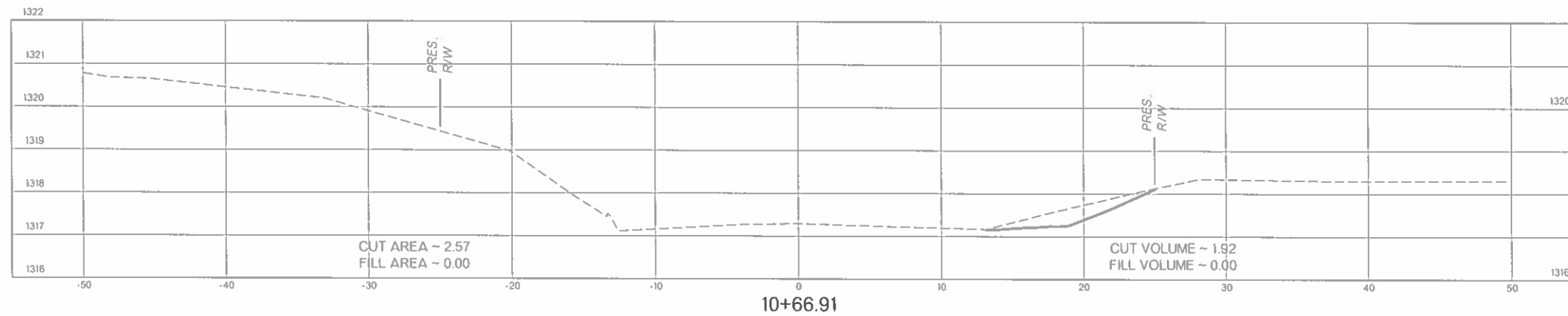
CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT  
SIDEWALK AND METER REPLACEMENT

CIVIL  
CROSS SECTIONS



ET486-0  
SHEET NO.  
X001  
SHEET 20 OF 28

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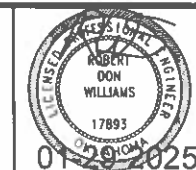
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SCALE: 1 INCH = 5 FEET  
DATE: JANUARY 29 2025  
DRAWN BY: GIBBS  
CHECKED BY: R. WILLIAMS



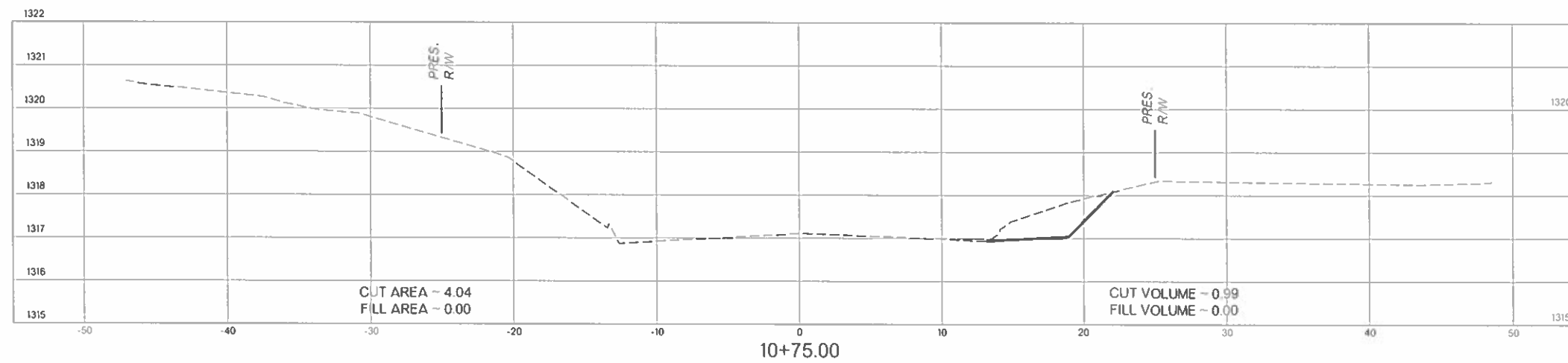
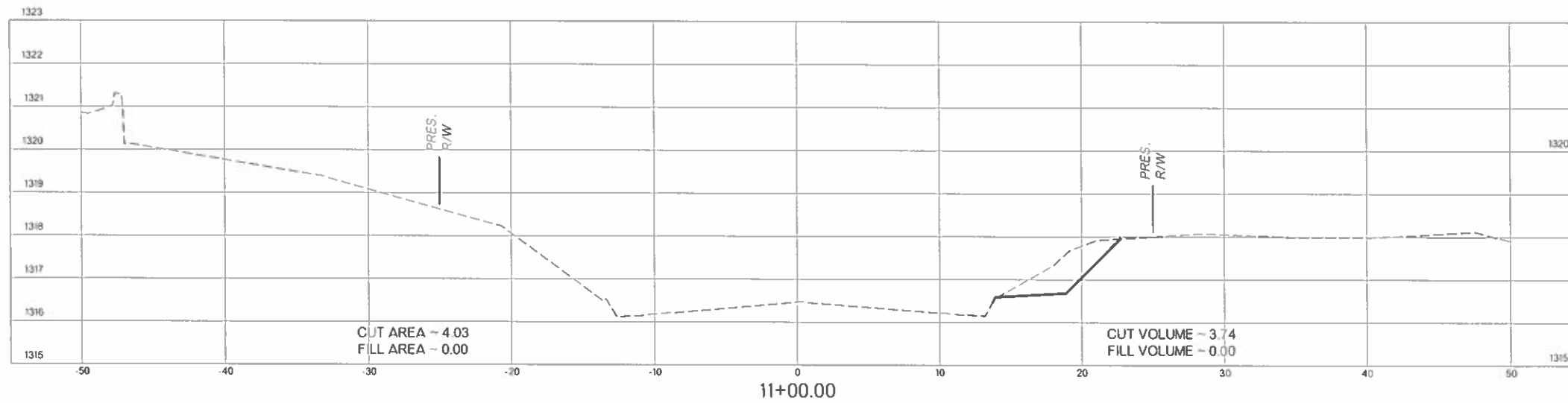
CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT  
SIDEWALK AND METER REPLACEMENT

CIVIL  
CROSS SECTIONS



ET486-0  
SHEET NO.  
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SHEET 21 OF 28

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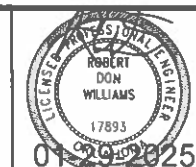
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CHECKED BY: R WILLIAMS

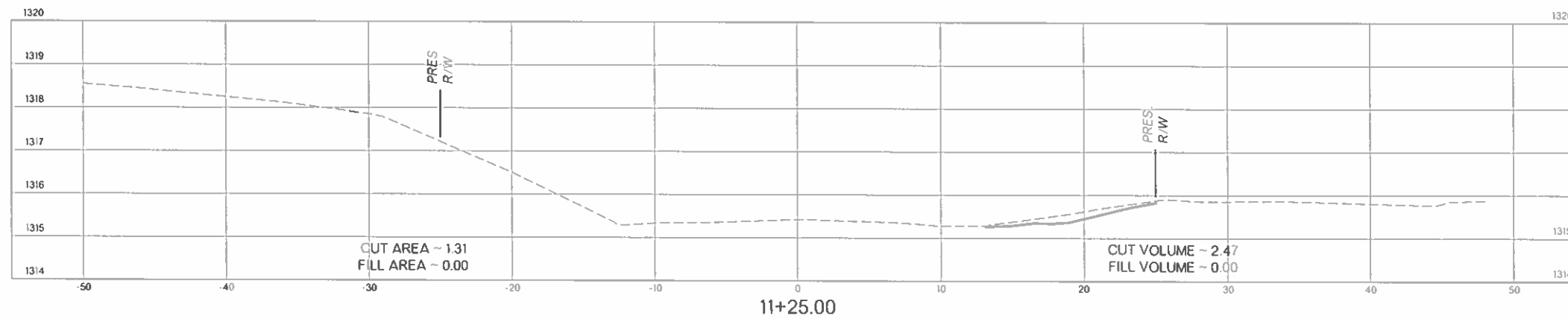
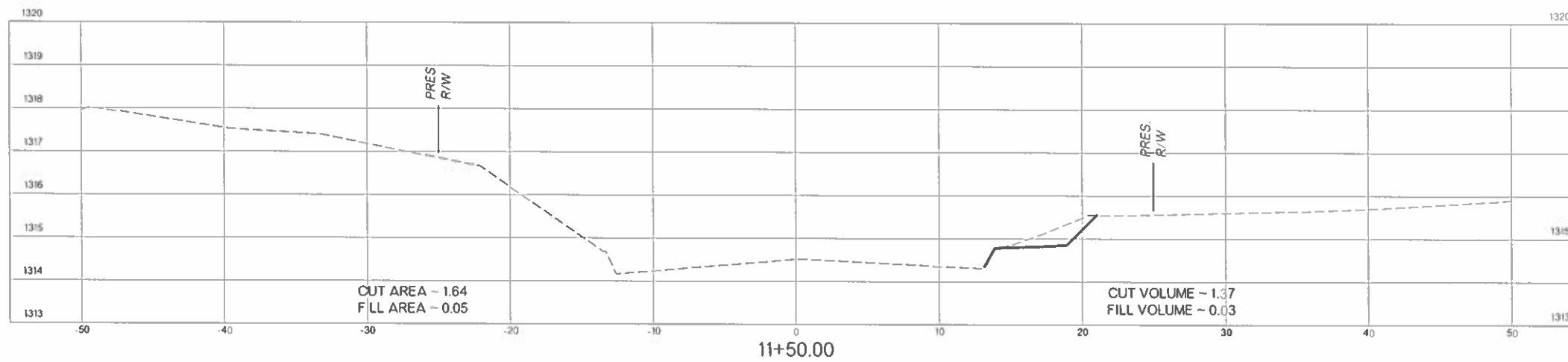
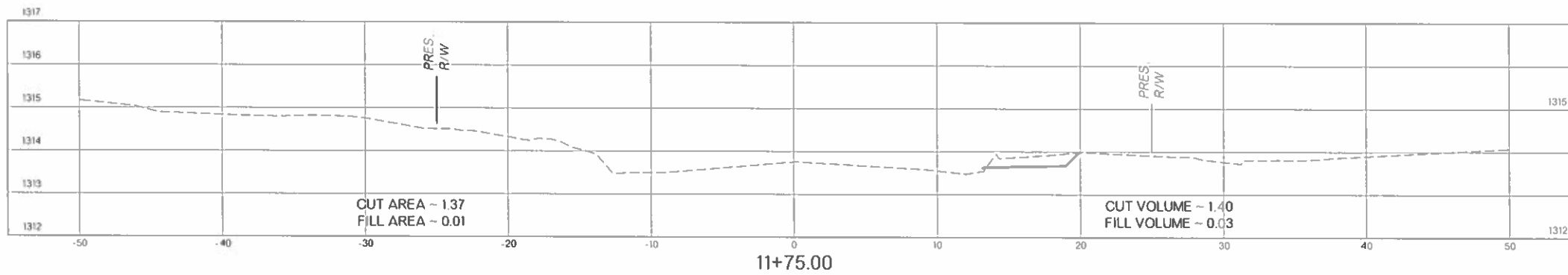


CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT  
SIDEWALK AND METER REPLACEMENT

CIVIL  
CROSS SECTIONS



ET486-0  
SHEET NO.  
X003  
SHEET 22 OF 28



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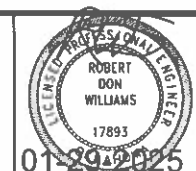
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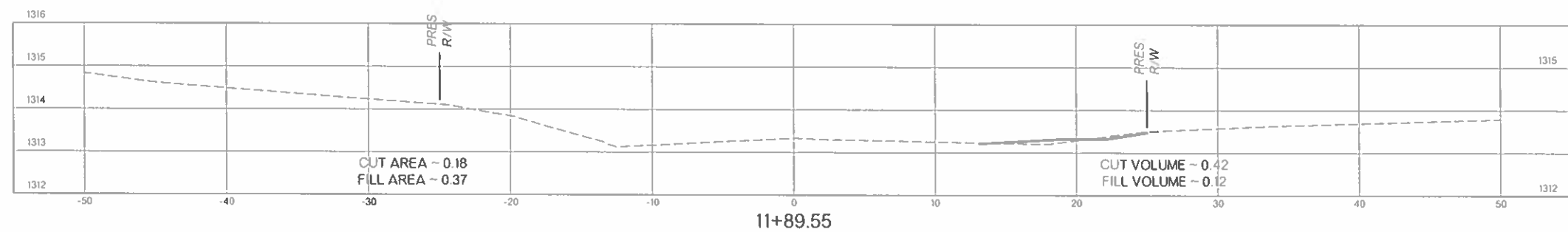
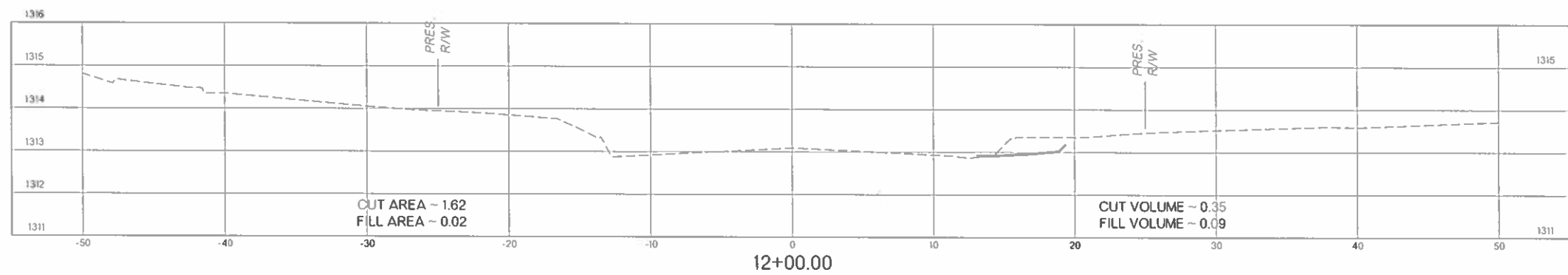
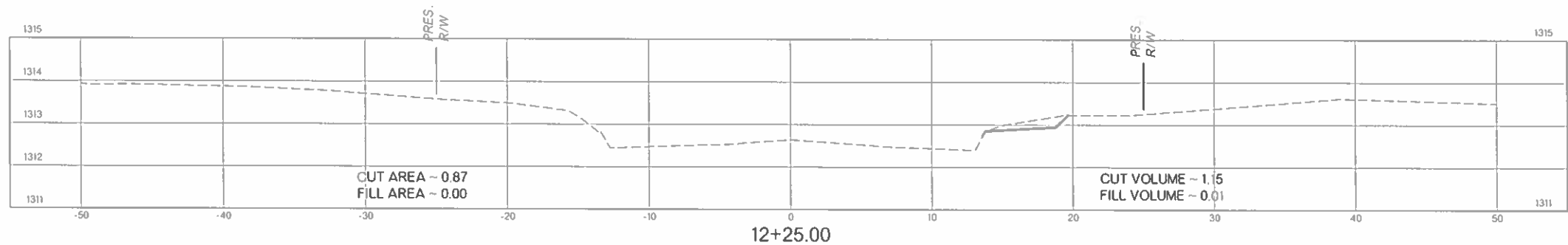


CITY OF BETHANY  
HEALTHY LIVING AND ACTIVE  
COMMUNITY PROJECT  
SIDEWALK AND METER REPLACEMENT

CIVIL  
CROSS SECTIONS



ET486-0  
SHEET NO.  
X004  
SHEET 23 OF 28



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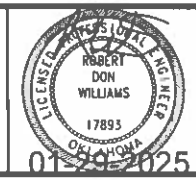
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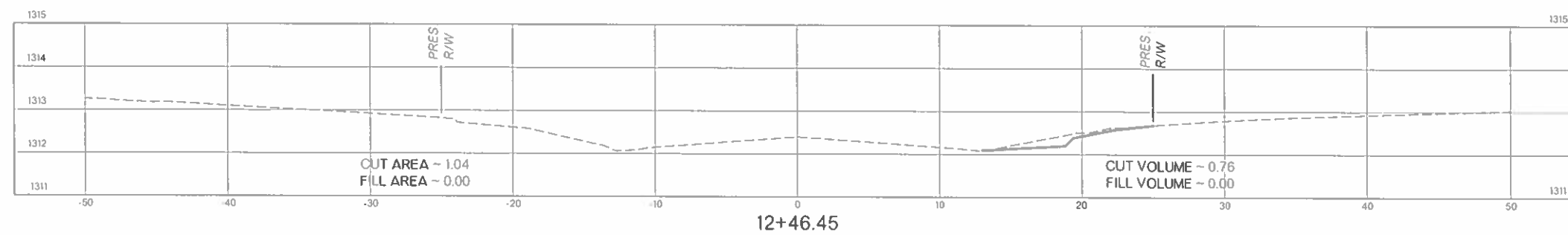
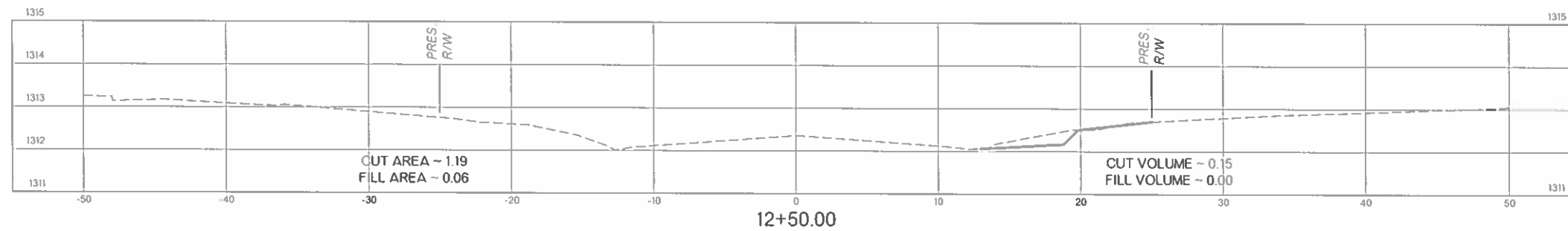
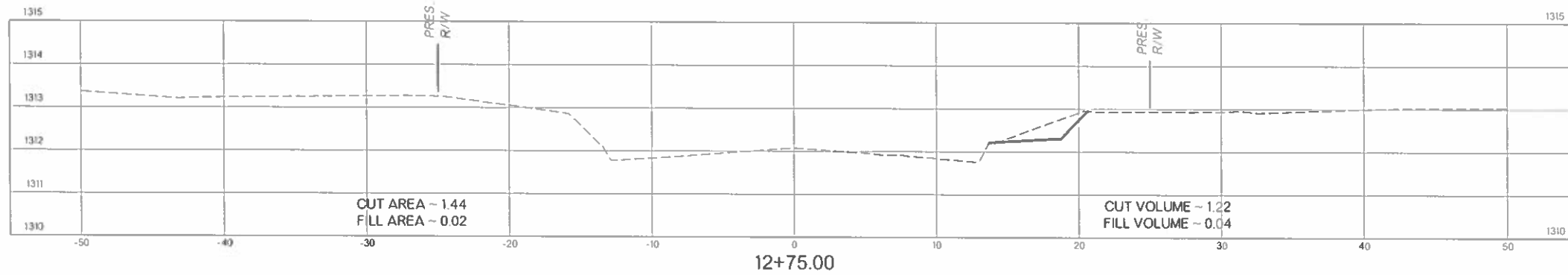
CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 CROSS SECTIONS



ET486-0  
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 SHEET 24 OF 28

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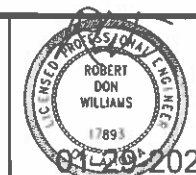
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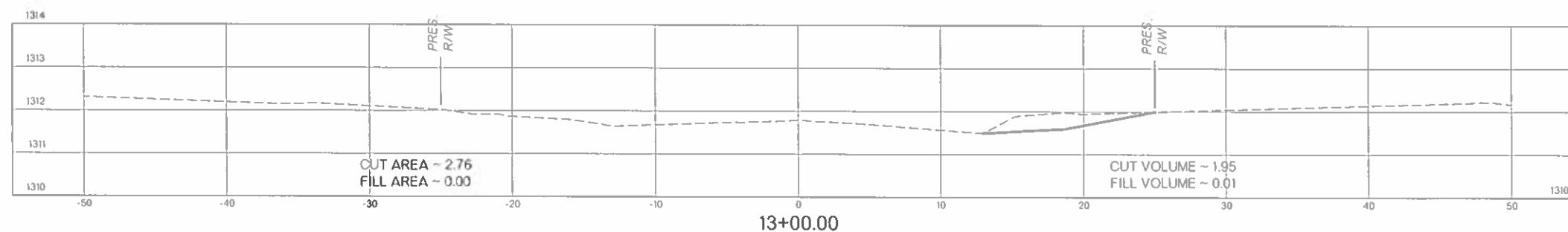
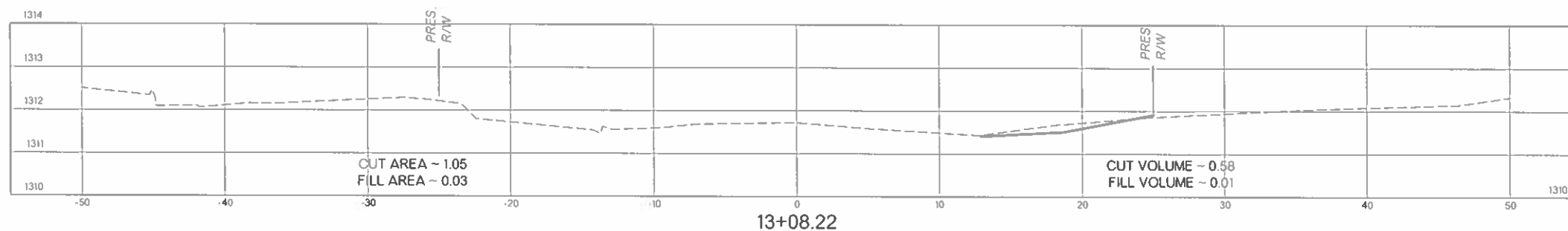
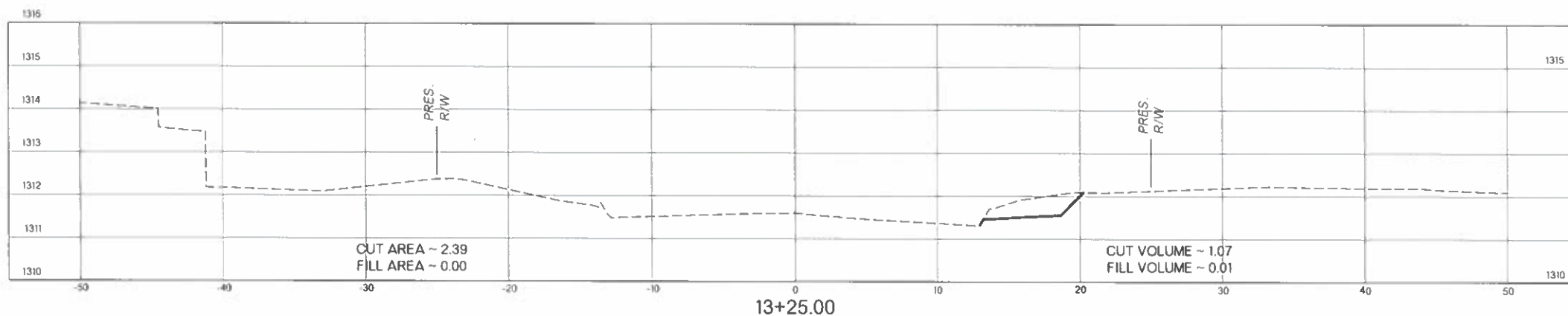


CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 CROSS SECTIONS



ET486-0  
 SHEET NO.  
 X006  
 SHEET 25 OF 28



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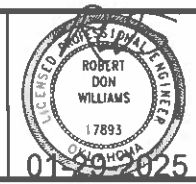
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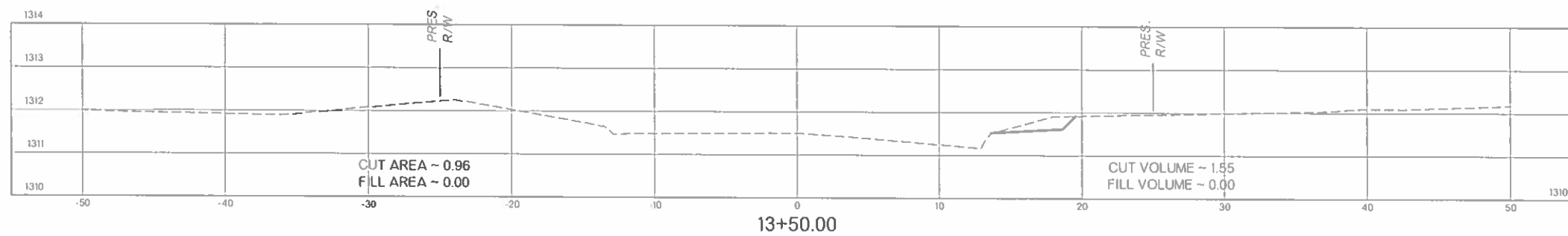
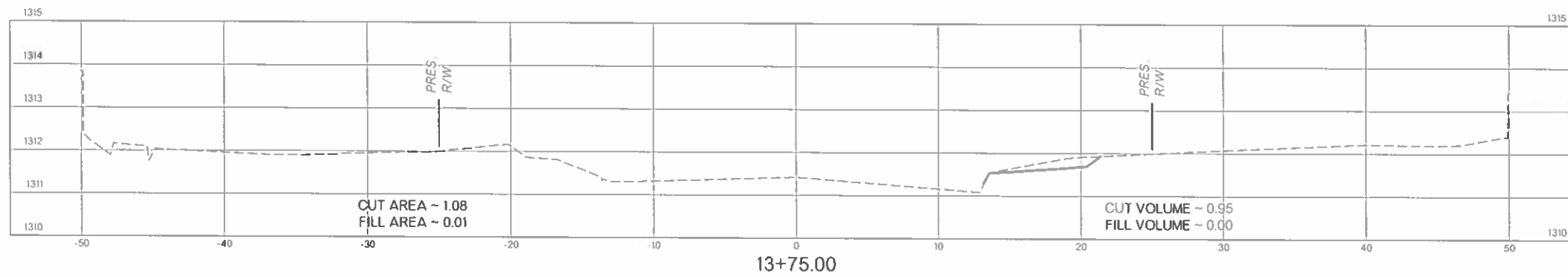
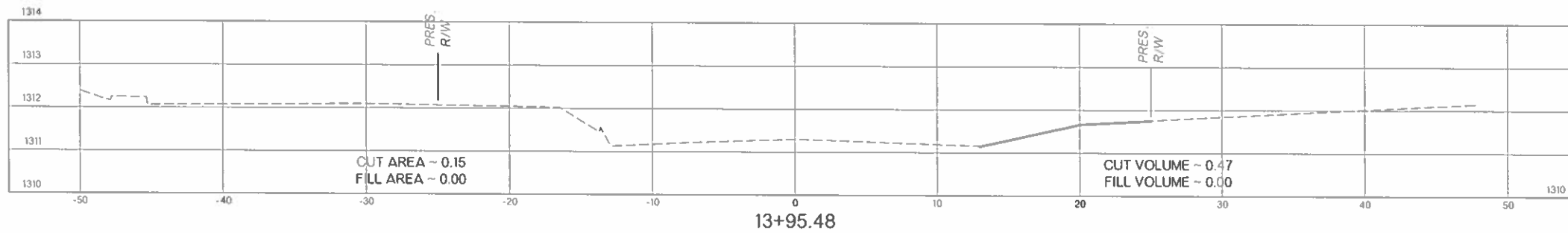
CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 CROSS SECTIONS



ET486-0  
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 SHEET 26 OF 28

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REV. NO.	DATE	DRWN	CHKD	REMARKS

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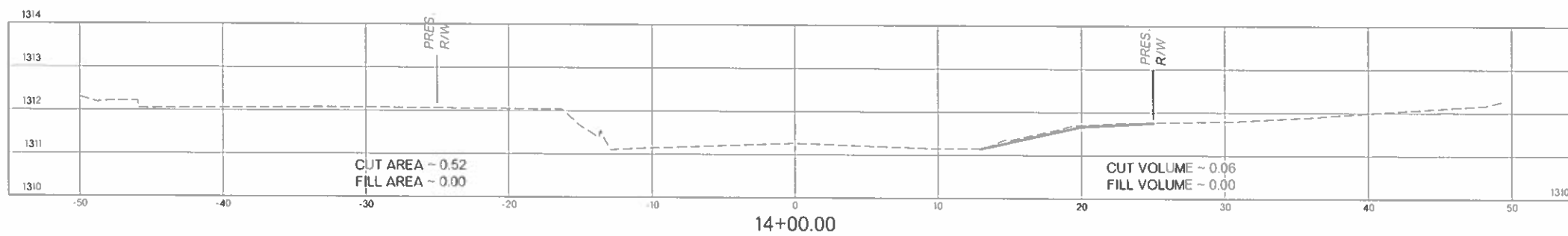
CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 CROSS SECTIONS



ET486-0  
 SHEET NO.  
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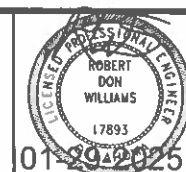
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 CHECKED BY: R. WILLIAMS



CITY OF BETHANY  
 HEALTHY LIVING AND ACTIVE  
 COMMUNITY PROJECT  
 SIDEWALK AND METER REPLACEMENT

CIVIL  
 CROSS SECTIONS



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 SHEET NO.  
 X009  
 SHEET 28 OF 28

# STORM WATER MANAGEMENT EROSION AND SEDIMENT CONTROL NOTES

## GENERAL NOTES

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

## STORM WATER MANAGEMENT

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

## EROSION AND SEDIMENT CONTROL

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

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

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

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

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

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



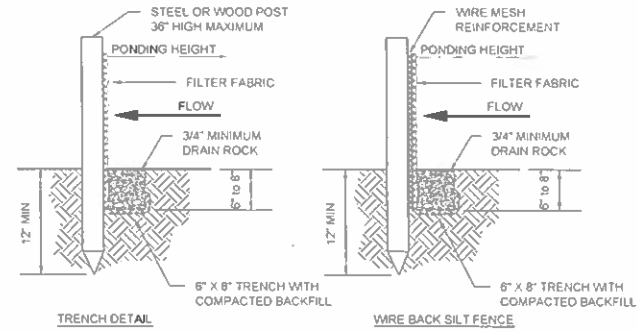
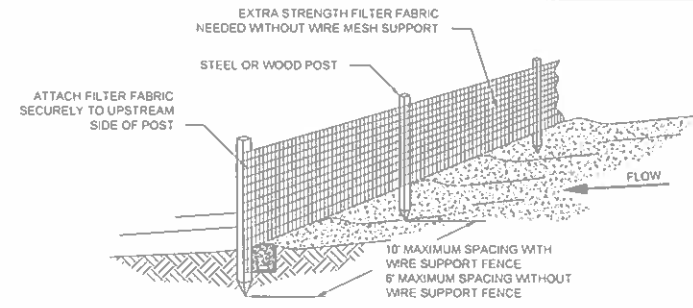
APPROVED BY:  DATE: 01-28-13  
ERIC J. WARNER, P.E.  
CITY ENGINEER

DRAWN: VSC DATE: 01-28-13

**STORM WATER EROSION AND  
SEDIMENT CONTROL  
PROCEDURES**

Drawing Number

D-010



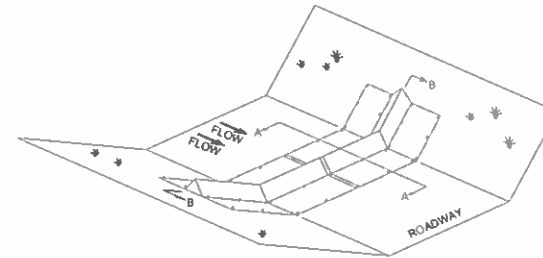
TRENCH DETAIL

WIRE BACK SILT FENCE

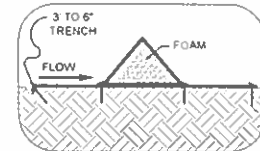
NOTES

1. MUST BE INSTALLED PROPERLY TO AVOID NOTICE OF VIOLATION
2. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE POUNDING EFFICIENCY.
3. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. ACCUMULATED SEDIMENT SHOULD BE REMOVED FROM THE FENCE BASE WHEN THE SEDIMENT REACHES ONE-THIRD TO ONE-HALF THE FENCE HEIGHT
4. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED

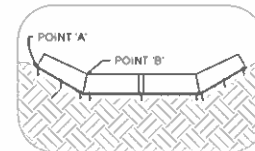
SILT FENCE



SILT DAM UNIT CUT SECTION



DETAIL A-A

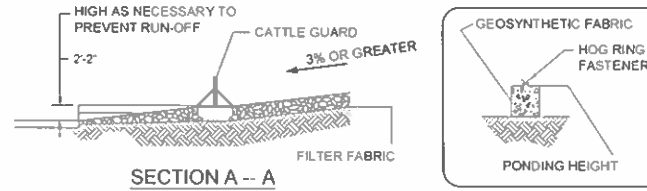


DETAIL B-B

NOTES

1. STAPLES SHALL BE PLACED WHERE THE UNITS OVERLAP AND IN THE CENTERS OF THE 7' UNIT AS SHOWN IN DETAILS
2. POINT A MUST BE HIGHER THAN POINT B TO ENSURE THAT THE WATER FLOWS OVER THE DAM AND NOT AROUND THE ENDS

TRIANGULAR SILT DIKES

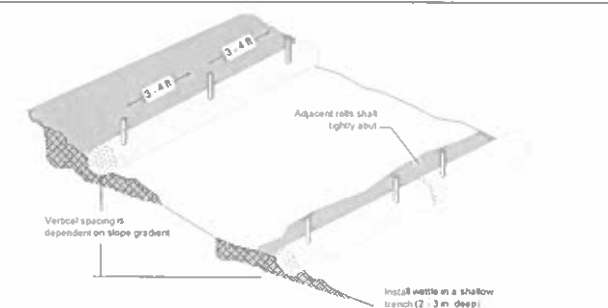


SECTION A -- A

NOTES

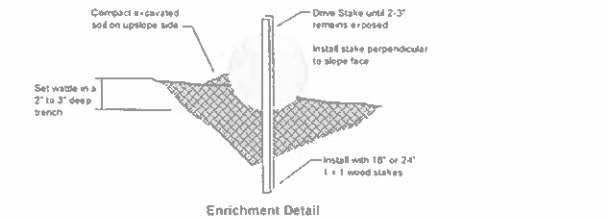
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS THIS MAY REQUIRE A MOUNTED CATTLE GUARD AND SEDIMENT PONDS TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON THE CATTLE GUARD. FIRST WASH ONE SET OF TIRES THEN, MOVE FORWARD TO WASH THE SECOND SET OF TIRES. THE GUARD IS TO BE MOUNTED ON 8' X 12' CEMENT BLOCK ON AN AREA OF STABILIZED CRUSHED STONE WITH A DRAIN INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN ON BOTH SIDES.

TEMPORARY ROCK CONSTRUCTION ENTERANCE / EXIT - STEEP GRADES



Typical Wattle Installation Guide

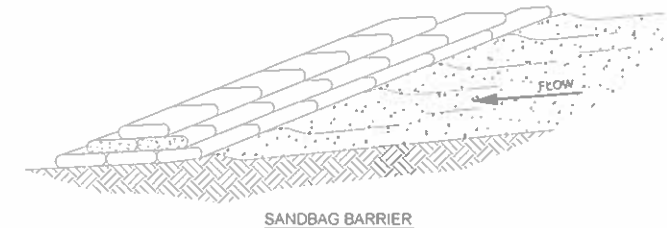
Typical Wattle Spacing based on Slope Gradient



NOTES

1. Begin at the location where the wattle is to be installed by excavating a 2 - 3' deep x 9' wide trench along the contour of the slope. Excavated soil should be placed up-slope from the anchor trench
2. Place the wattle in the trench so that it contours to the soil surface. Compact the soil from the excavated trench against the wattle on the uphill side. Adjacent wattles should tightly abut.
3. Secure the wattle with 18 - 24" stakes every 3 - 4' with a stake on each end. Stakes should be driven through the middle of the wattles leaving at least a 3' of stake extending above, the wattle stakes should be driven perpendicular to slope face

STRAW WATTLE INSTALLATION



SANDBAG BARRIER

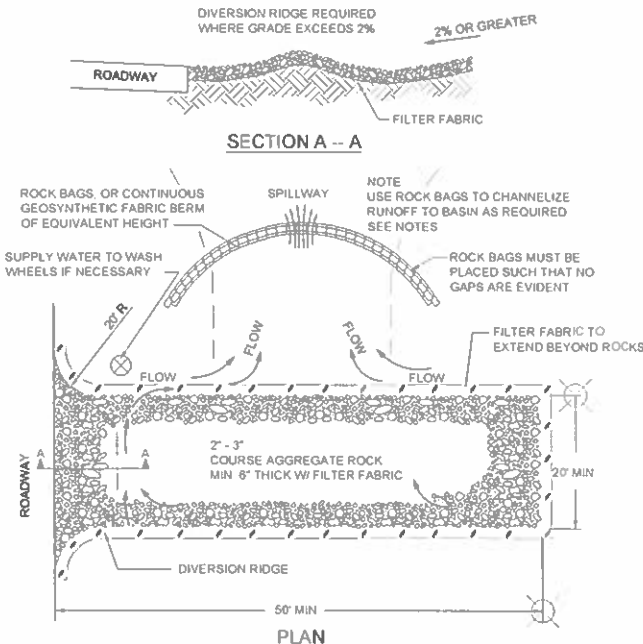
ROCK BAG DETAIL

NOTES

1. A 'REASONABLE' DESIGN SIZE PARTICLE MUST BE SELECTED
2. SIZE DISTRIBUTION OR UPSTREAM SOIL PARTICLES MUST BE EVALUATED
3. INFLOW AND OUTFLOW FROM THE SYSTEM FOR A SPECIFIC FREQUENCY STORM MUST BE KNOWN
4. POND VOLUME IS DIRECTLY PROPORTIONAL TO THE DISCHARGE RATE OF THE SYSTEM
5. POND VOLUME IS INVERSELY PROPORTIONAL TO THE MASS OF THE DESIGN SIZE SUSPENDED PARTICLE
6. A SYSTEM MUST PROVIDE SUFFICIENT FLOW TO ALLOW FOR DEPOSITION OF DESIGN PARTICLES
7. THE PONDING HEIGHT MUST BE WELL BELOW THE GROUND ELEVATION DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE
8. ROCK BAG SILT BARRIER SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE POUNDING EFFICIENCY
9. PLACE ROCK BAG SUCH THAT NO GAPS ARE EVIDENT
10. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9' MAXIMUM RECOMMENDED STORAGE HEIGHT
11. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE TO SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED

ROCK BAG SILT FENCE

TEMPORARY ROCK CONSTRUCTION ENTERANCE / EXIT



NOTES

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN
4. BAGS OF WOVEN GEOTEXTILE FABRIC, FILLED WITH GRAVEL MUST BE LAYERED SUCH THAT NO GAPS ARE EVIDENT.

The City of Oklahoma City  
Public Works Department  
Engineering Division

APPROVED BY: *[Signature]*  
ERIC J. WEIGER, P.E.  
CITY ENGINEER

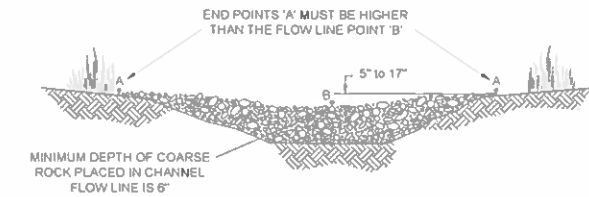
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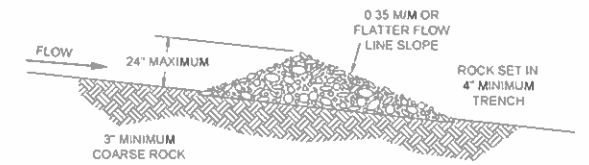
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STORM WATER QUALITY  
EROSION CONTROL DRAWINGS

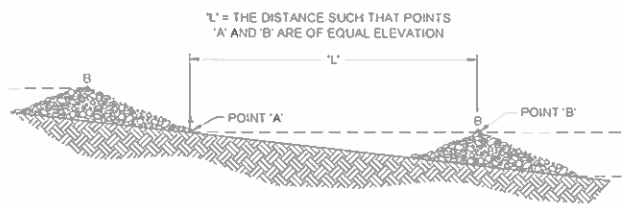
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VIEW LOOKING UPSTREAM



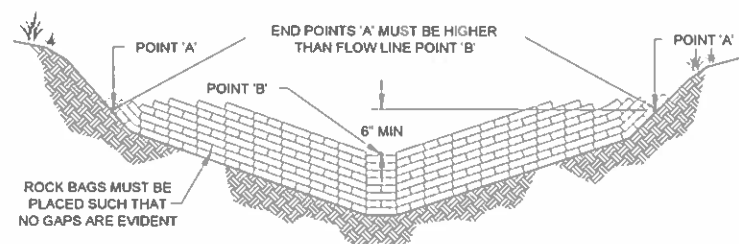
SIDE VIEW



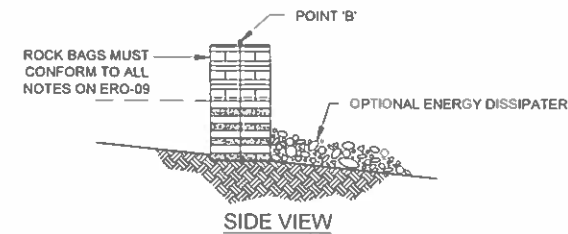
SPACING BETWEEN CHECK DAMS

D-50 OF ROCK (MM)	DOWNSTREAM FLOWLINE SLOPE OF STRUCTURE (M / M)					
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75	15	18	20	25	33	48
150	30	36	41	50	66	100

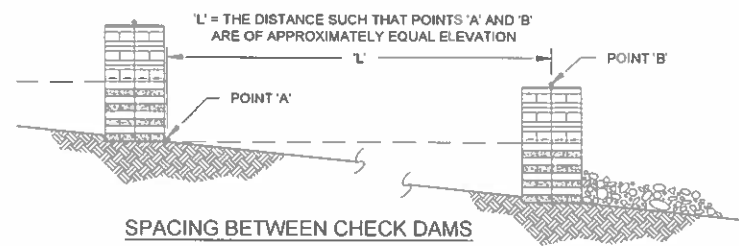
ROCK CHECK DAMS



VIEW LOOKING UPSTREAM

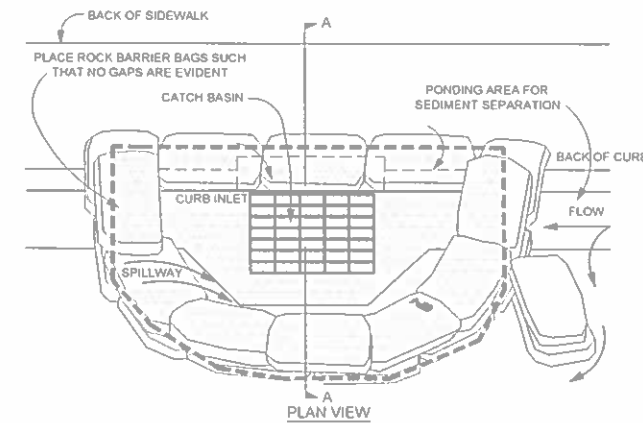


SIDE VIEW

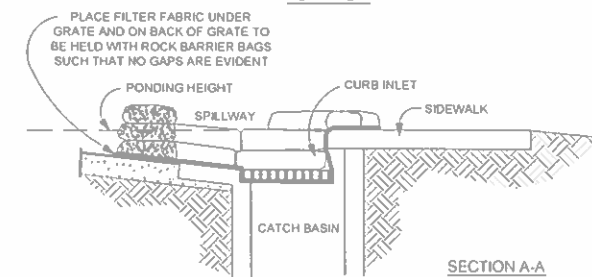


SPACING BETWEEN CHECK DAMS

ROCK BAG CHECK DAMS



PLAN VIEW

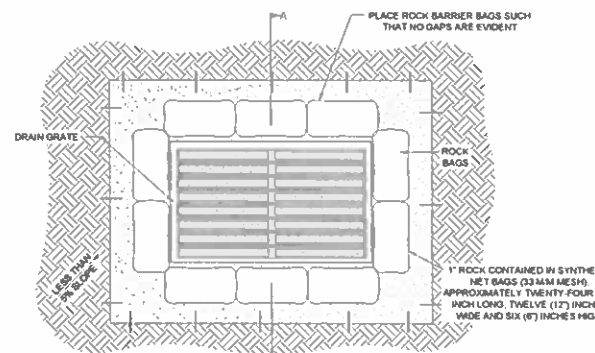


SECTION A-A

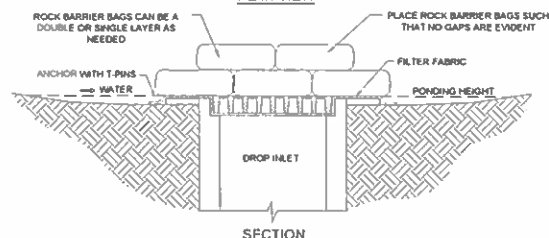
NOTES

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

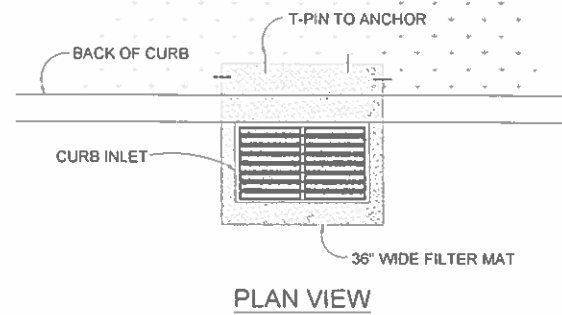


SECTION

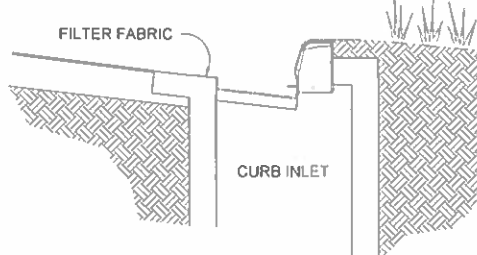
NOTE

1. DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS (LESS THAN 5%)
2. USE T-PINS TO ANCHOR FIBER 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 DOWNSLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE

ROCK BAG / FILTER MAT DROP INLET SEDIMENT BARRIER



PLAN VIEW

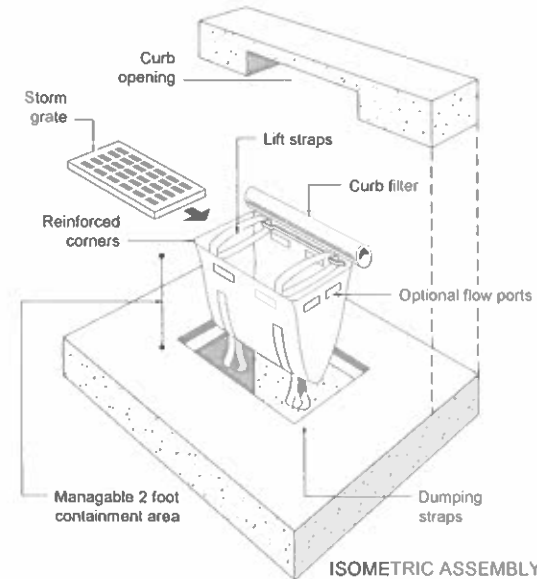


SECTION

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

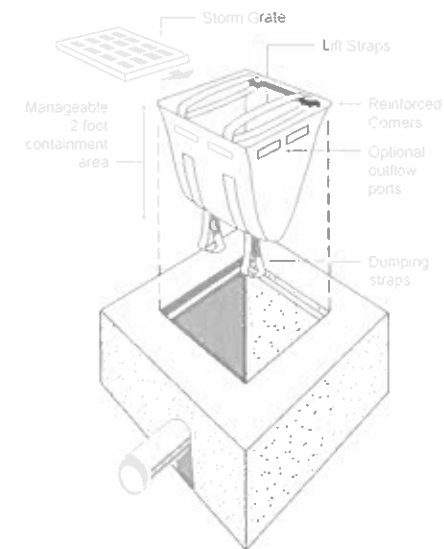


ISOMETRIC ASSEMBLY

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

DATE: 03-28-13

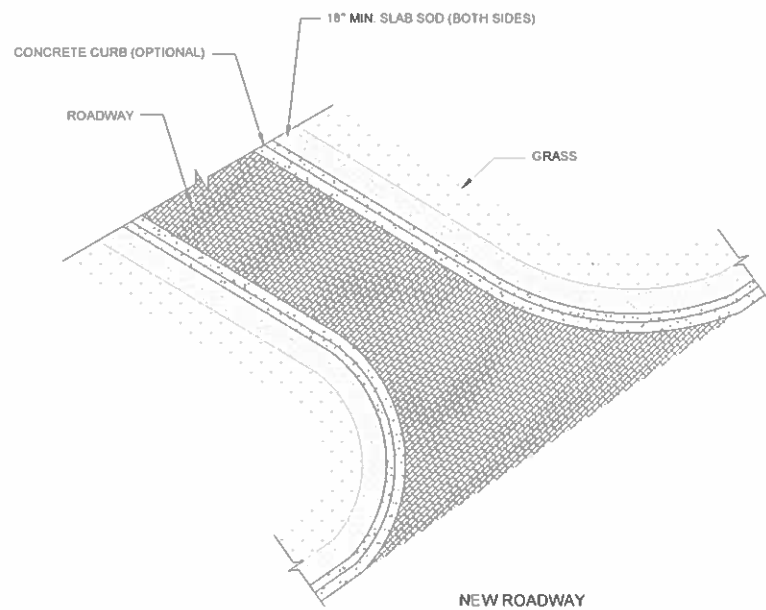
VSC

DATE: 03-28-13

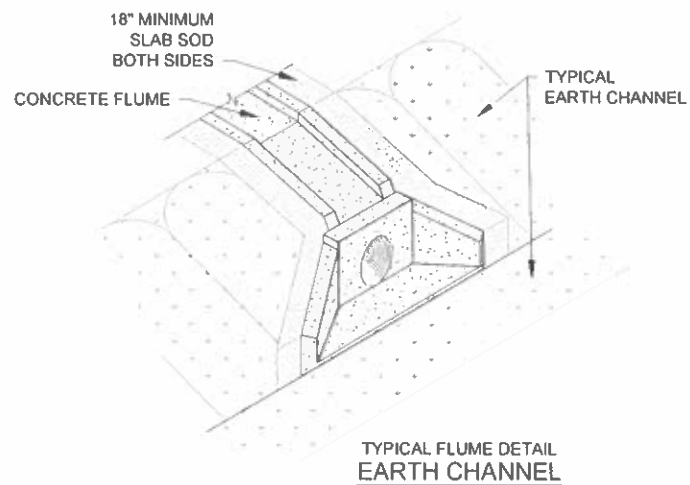
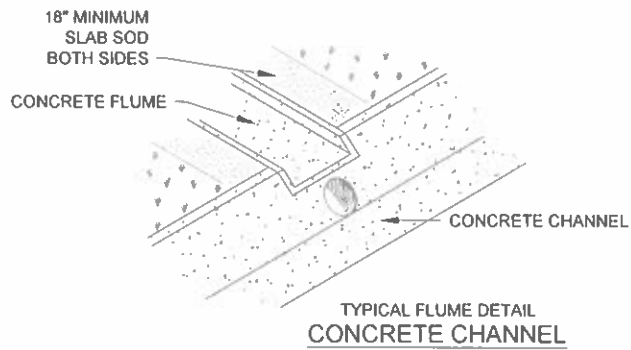
STORM WATER QUALITY  
EROSION CONTROL DRAWINGS

Drawing Number

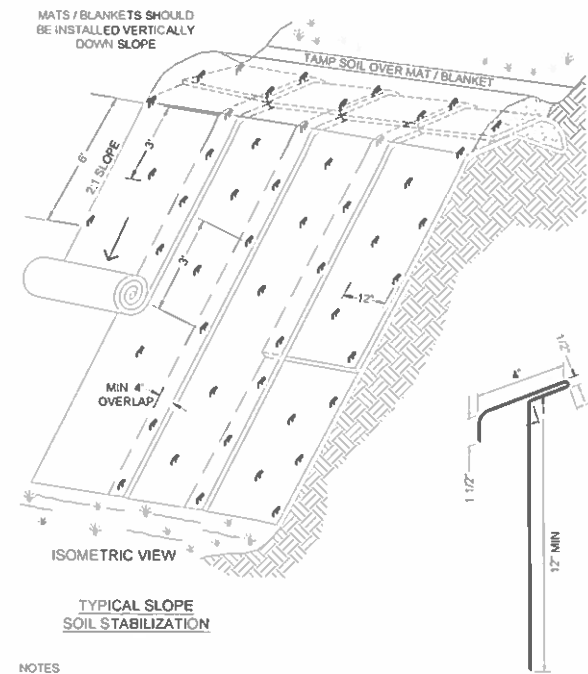
ERO-D2



NEW ROADWAYS

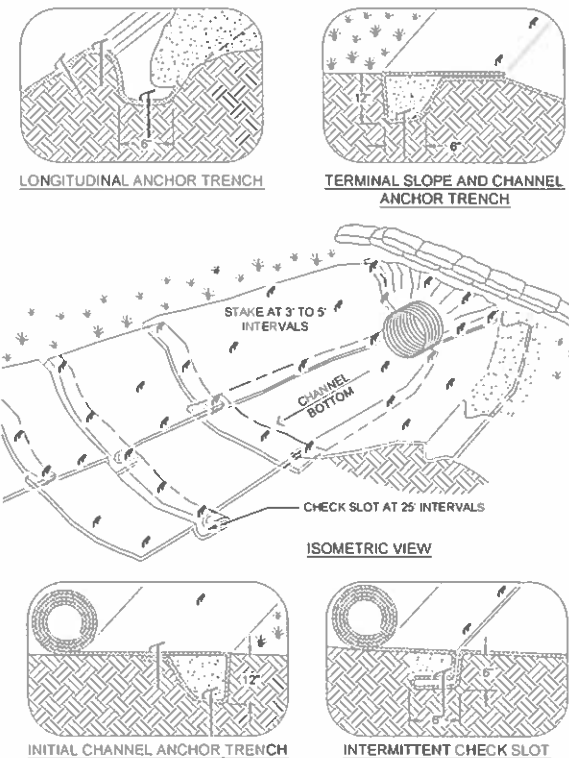


CONCRETE FLUME



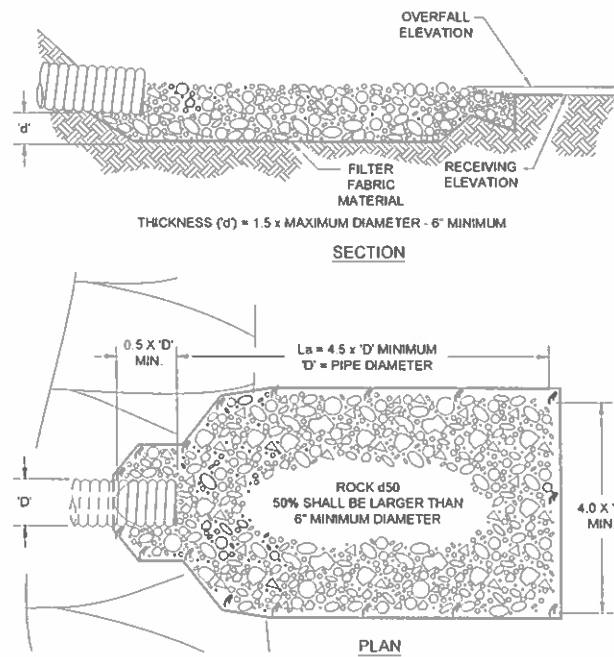
- NOTES
1. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICKS AND GRASS. MATS / BLANKETS SHALL HAVE GOOD SOIL CONTACT.
  2. APPLY PERMANENT SEEDING BEFORE PLACING BLANKETS.
  3. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL. DO NOT STRETCH.

EROSION BLANKET / TURF REINFORCEMENT MAPS - SLOPE INSTALLATION



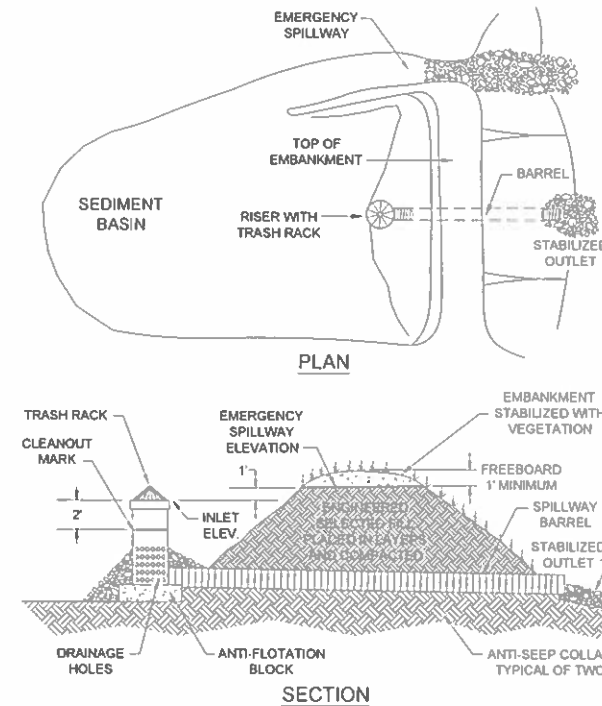
- NOTES
1. CHECK SLOTS TO BE CONSTRUCTED PER MANUFACTURER'S SPECIFICATIONS
  2. STAKING OF STAPLING LAYOUT PER MANUFACTURER'S SPECIFICATIONS

EROSION BLANKET / TURF REINFORCEMENT MAPS  
CHANNEL INSTALLATION



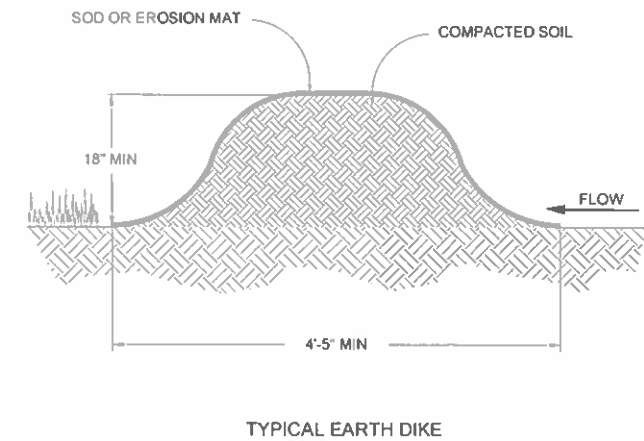
- NOTES
1. 'La' = LENGTH OF APRON. DISTANCE 'La' SHALL BE OF SUFFICIENT LENGTH TO DISSIPATE ENERGY.
  2. APRON SHALL BE AT A ZERO GRADE AND ALIGNED STRAIGHT.
  3. FILTER MATERIAL SHALL BE FILTER FABRIC.

ENERGY DISSIPATER



- NOTES
1. THE TEMPORARY SEDIMENT BASIN, DESIGNED BY A QUALIFIED PROFESSIONAL, IS REQUIRED FOR DISTURBED AREAS GREATER THAN 5 ACRES WITHIN A DRAINAGE AREA LESS THAN 100 ACRES.
  2. ACCUMULATED SEDIMENT SHALL BE CLEANED OUT WHEN BASIN REACHES APPROXIMATELY 50% CAPACITY.
  3. THE SEDIMENT BASIN WILL BE REMOVED WITHIN THREE YEARS.

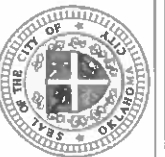
TYPICAL SEDIMENT BASIN



- NOTES
1. INSPECT AND REPAIR EARTH DIKE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
  2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
  3. STABILIZE BERM WITH SOD OR EROSION BLANKETS.

TYPICAL EARTH DIKE

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



APPROVED BY: [Signature]  
CITY ENGINEER

DATE: 03-28-13

VSC

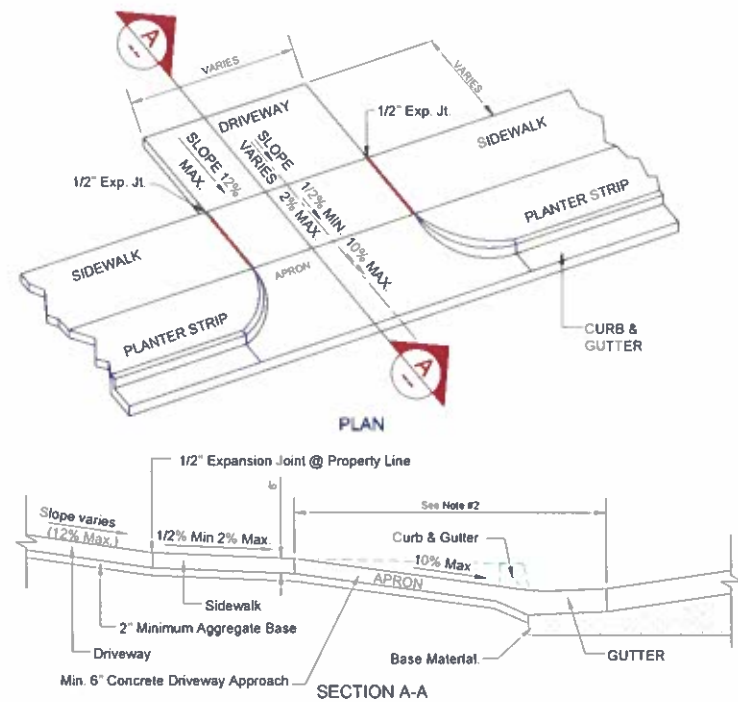
DATE: 03-28-13

**STORM WATER QUALITY  
EROSION CONTROL DRAWINGS**

Drawing Number

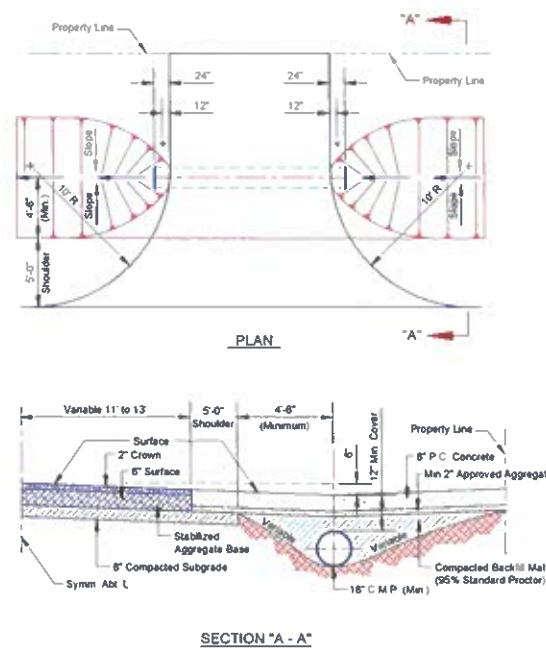
ERO-D3

\\s01vol1c1pw\CAD\pwr\m\Drawings\151\151032017.dwg, 01/17/2023 1:13:59 PM, DWG 10 PDF PLS

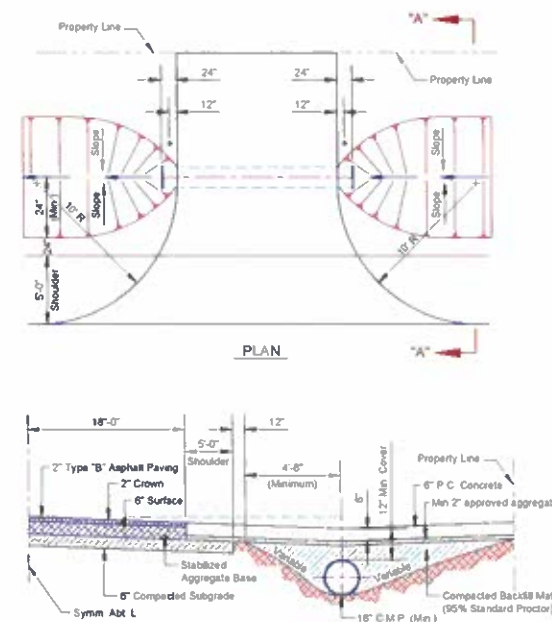


- NOTES**
1. A 5' - 0" minimum radius is approved for one & two family residences not abutting a limited access or major street. All other Driveways will have a 10' 0" minimum radius.
  2. The Driveway Contractor shall saw cut & remove the complete Curb and Gutter section. Saw cuts shall be 2" or 1/3 the depth of the gutter, whichever is greater. Saw cuts shall include the top & face of curb as well as the gutter. Saw cuts shall be made prior to the removal of concrete.
  3. If a gutter holds water prior to any construction by driveway Contractor, he should notify the City Engineer of the situation before doing any work. The completed driveway work will not be accepted if the gutter holds water due to poor construction by the Contractor.
  4. It is recognized that this driveway detail will not cover every possible situation encountered in construction. Additional expansion joints will be required as needed.
  5. Clean and seal all joints and saw cuts in accordance with standard specifications.
  6. Longitudinal Joint required for drives 16' wide & greater. Saw cut 2" deep and fill with silicone sealant. Transverse Joints Required at 15' Maximum Spacing.
  7. Do not turn radius in front of adjacent property without written permission from adjacent property owner.
  8. Commercial and industrial driveway approaches may be thicker or approved by the City Engineer.

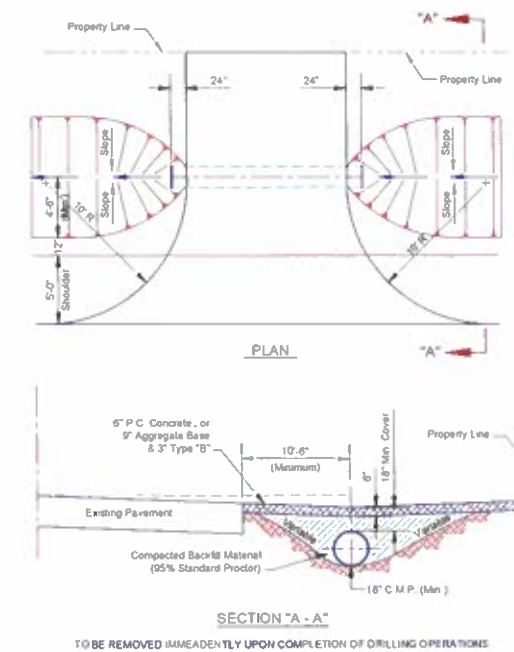
**DRIVEWAY DETAILS**  
• 310 •



**DRIVEWAY DETAILS FOR RURAL ESTATES DEVELOPMENT**  
• 320 •



**DRIVEWAY DETAILS FOR AGRICULTURAL ESTATES  
R-1 ZONING**  
• 330 •



**TEMPORARY DRIVEWAY DETAILS  
FOR OIL FIELD DEVELOPMENT ACCESS**  
• 340 •



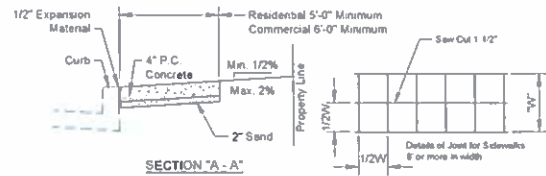
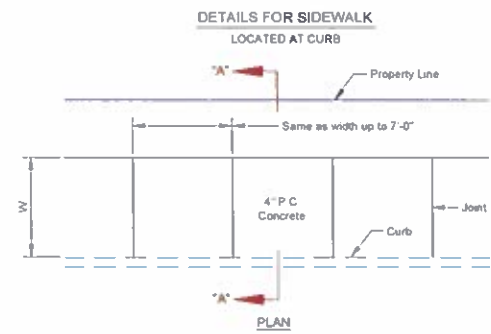
APPROVED BY:  DATE: 09-12-23  
ERIC M. VSC  
CITY ENGINEER

DRAWN: VSC  
DATE: 02-05-13

**STANDARD TYPICAL SECTIONS  
DRIVEWAY DETAILS**

Drawing Number

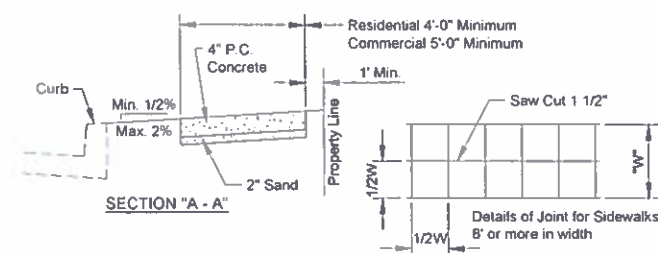
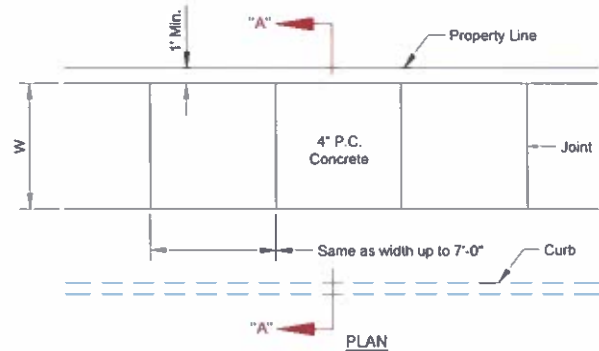
D-300



NOTES

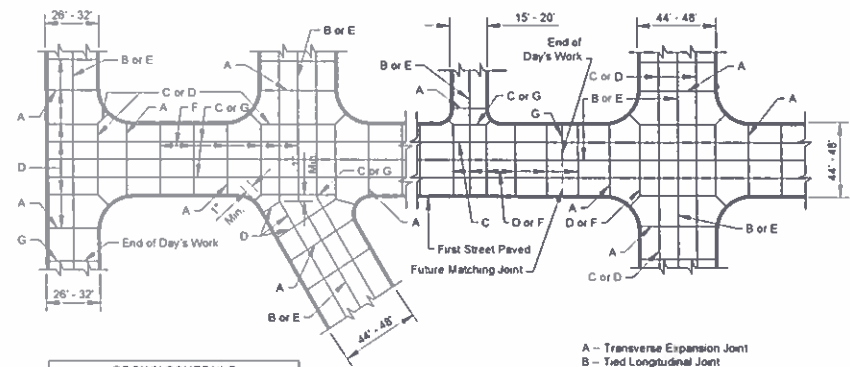
- 1/2" x 4" premolded expansion material around Power Poles or other structures in walk with at least 36" of clear travel space.
- Expansion Joints maximum distance = 100', use 1/2" x 4" premolded expansion material.
- Contraction Joints maximum distance = 7', saw cut 1 1/2" deep and fill with sealant.
- Saw cut joints within 24 hours.
- Use 1/2" x 4" premolded expansion joint at curb and at adjacent Property Lines.
- All joints to be sealed. Premolded expansion material to be removed to a depth of 1/2" prior to applying sealant.

DETAIL FOR SIDEWALK LOCATED AWAY FROM CURB



NOTES:

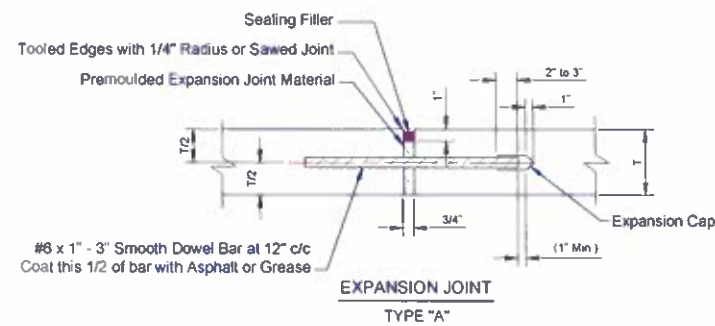
- 1/2" x 4" premolded expansion material around Power Poles or other structures in walk with at least 36" of clear travel space.
- Expansion Joints maximum distance = 100', use 1/2" x 4" premolded expansion material.
- Contraction Joints maximum distance = 7', saw cut 1 1/2" deep and fill with sealant.
- Saw cut joints within 24 hours.
- All joints to be sealed. Premolded expansion material to be removed to a depth of 1/2" prior to applying sealant.



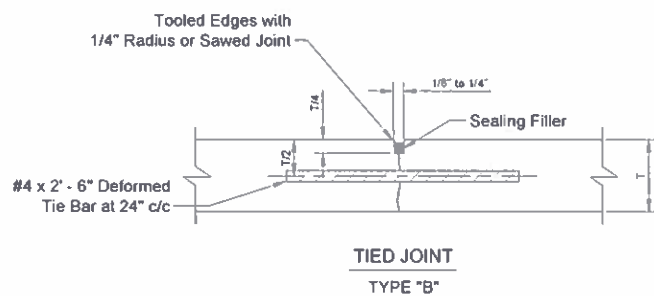
CROWN SCHEDULE		
FULL WIDTH	To 33' with 6" Curbs	32' & over with 8" Curbs
	2 1/2"	4"

- A - Transverse Expansion Joint
- B - Tied Longitudinal Joint
- C - Tongue & Groove Construction Joint
- D - Contraction Joint
- E - Longitudinal Construction Joint
- F - Doweled Contraction Joint
- G - Doweled Construction Joint

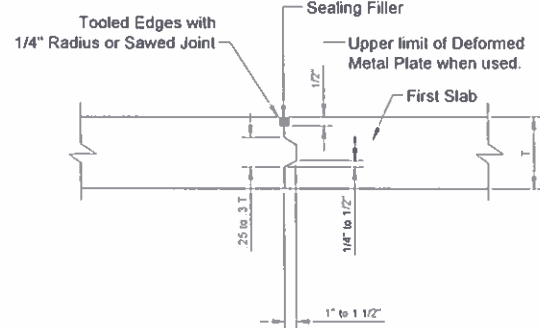
JOINT LAYOUT DETAILS



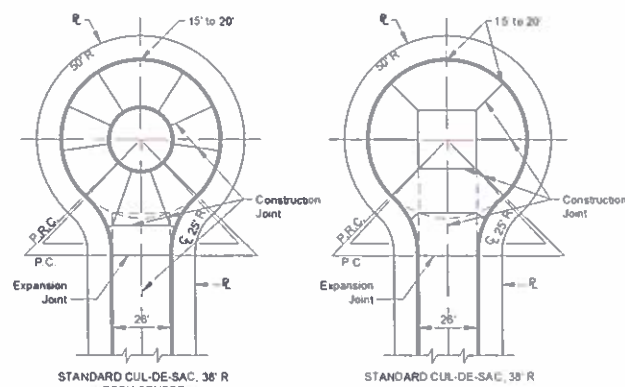
EXPANSION JOINT TYPE "A"



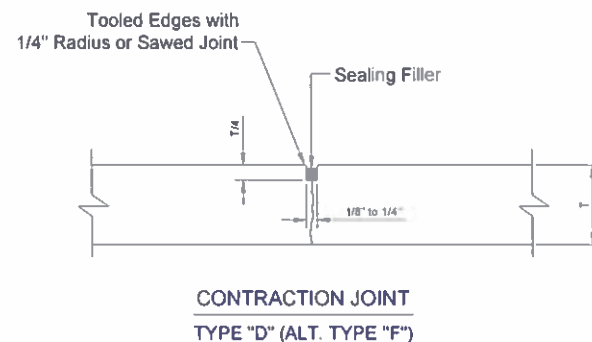
TIED JOINT TYPE "B"



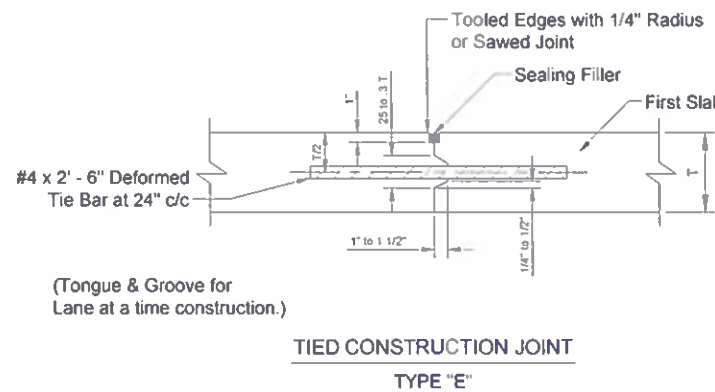
TONGUE & GROOVE CONSTRUCTION TYPE "C"



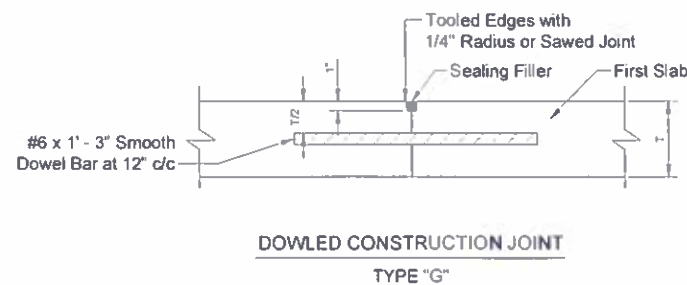
JOINT LAYOUT DETAILS



CONTRACTION JOINT TYPE "D" (ALT. TYPE "F")



TIED CONSTRUCTION JOINT TYPE "E"

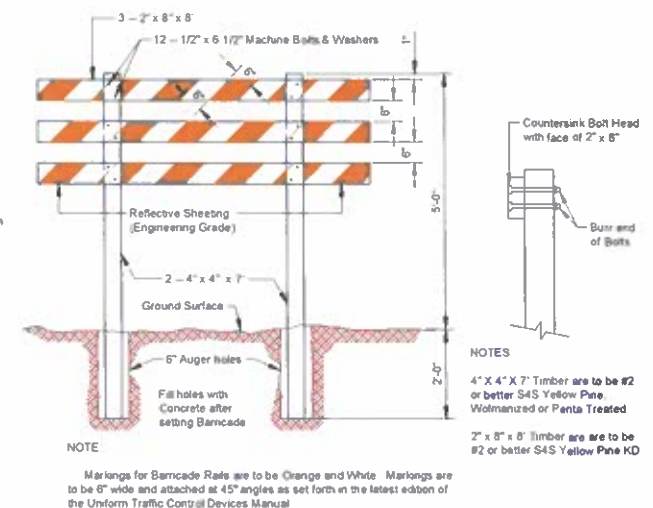


DOWLED CONSTRUCTION JOINT TYPE "G"

NOTES:

Smooth Dowel Bars across Expansion Joints shall be provided with Expansion Caps, and coated with Asphalt or Grease. (Type A & G).

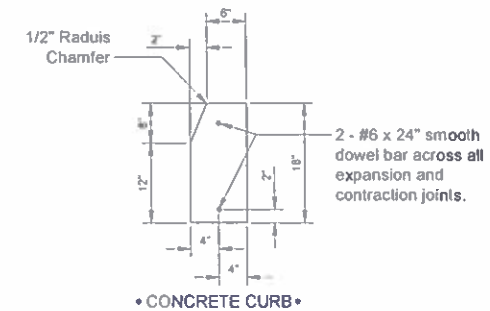
Grooves in Joints may be formed by: (1) temporary embedment of a suitable Mandrel, (2) installation of a thin strip of premolded Joint Filler Material, (3) sawing the Pavement after the Concrete has hardened.



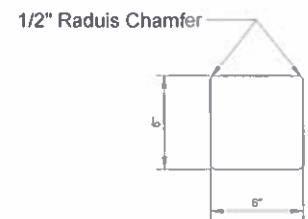
NOTE:

Markings for Barricade Rails are to be Orange and White. Markings are to be 6" wide and attached at 45° angles as set forth in the latest edition of the Uniform Traffic Control Devices Manual.

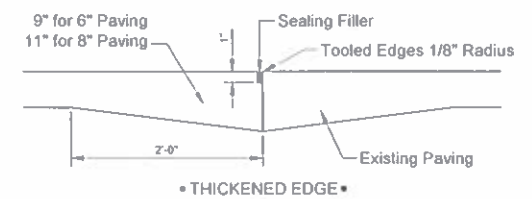
STANDARD REFLECTOR TYPE BARRICADE



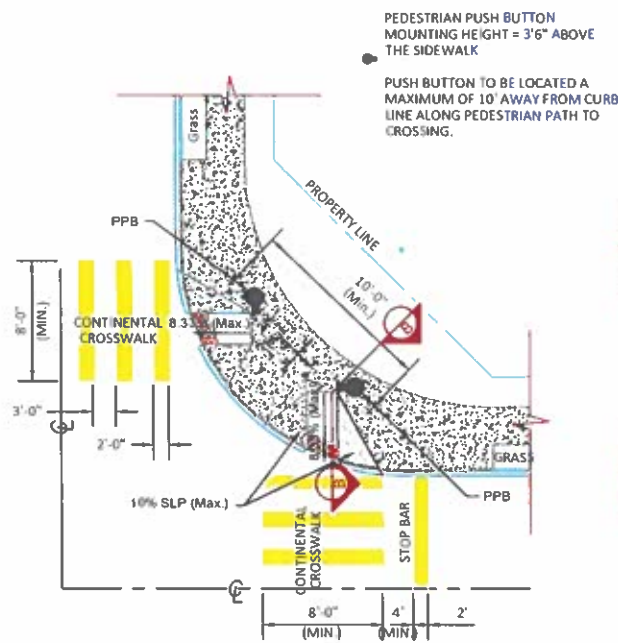
CONCRETE CURB



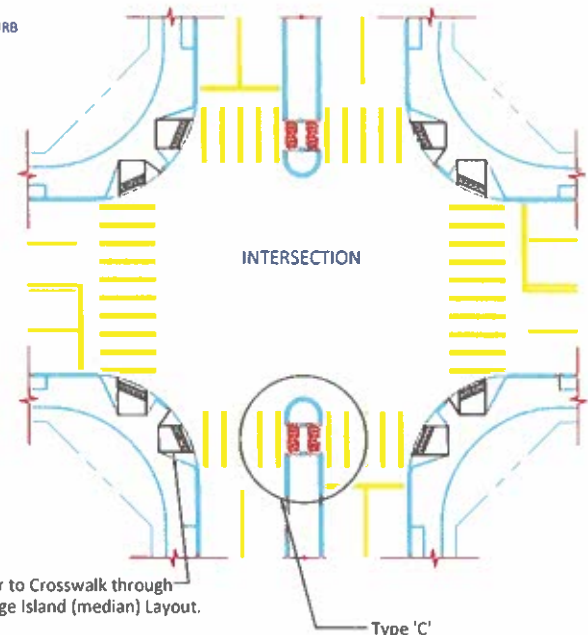
CONCRETE HEADER



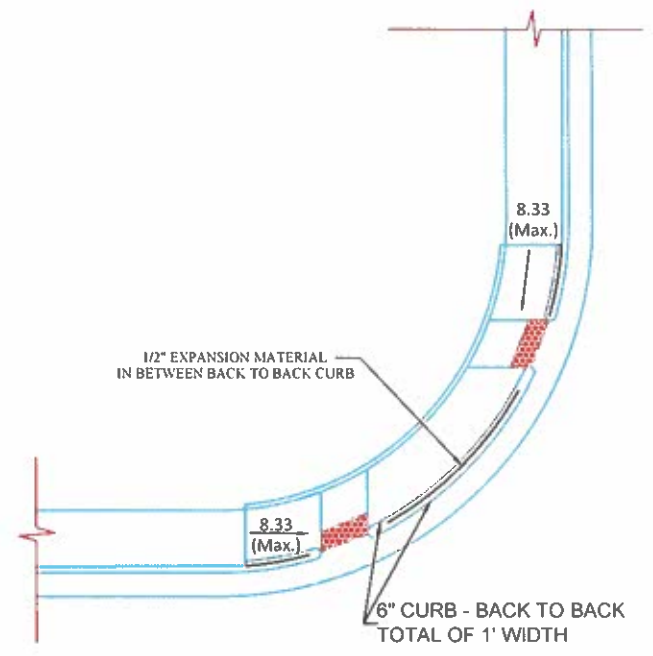
THICKENED EDGE



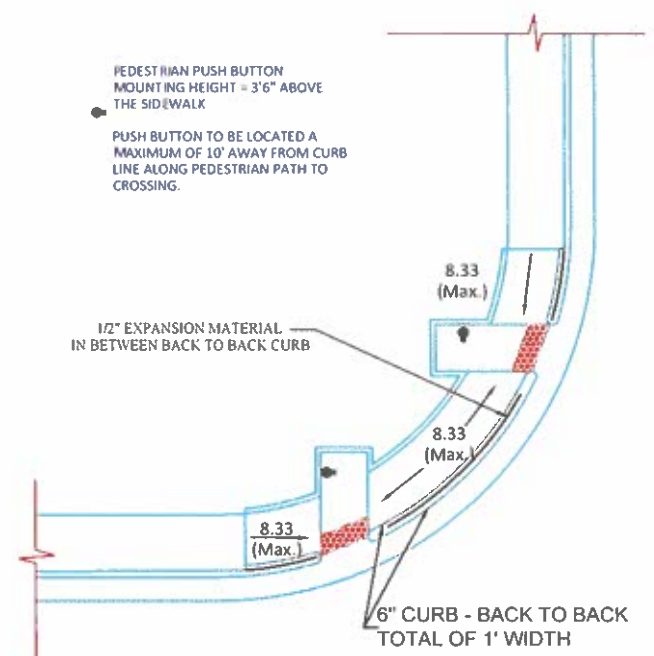
**CURB RAMP TYPE "A"**



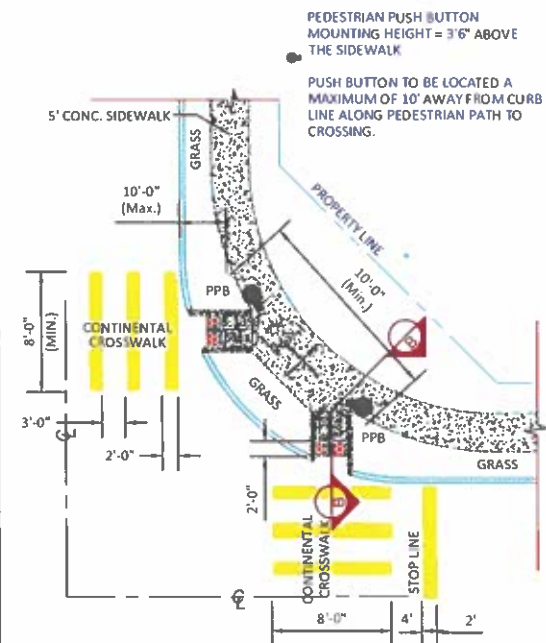
**INTERSECTION WITH REFUGE ISLANDS LAYOUT**



**BACK OF CURB RAMP WITHOUT PEDESTRIAN PUSH BUTTON TYPE "G"**

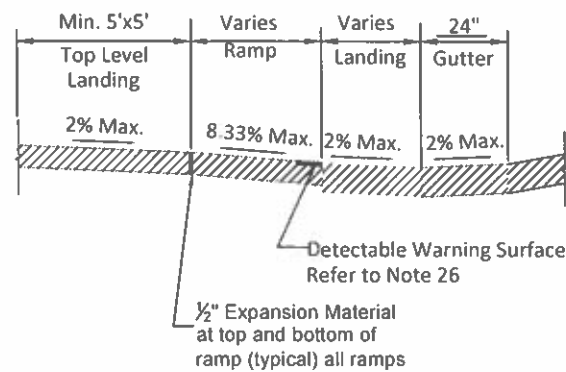


**BACK OF CURB RAMP WITH PEDESTRIAN PUSH BUTTON TYPE "G"**

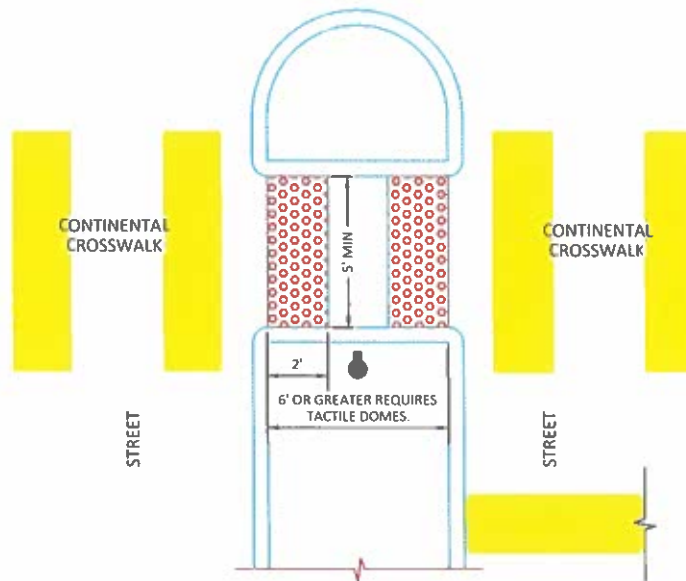


**CURB RAMP TYPE "B"**

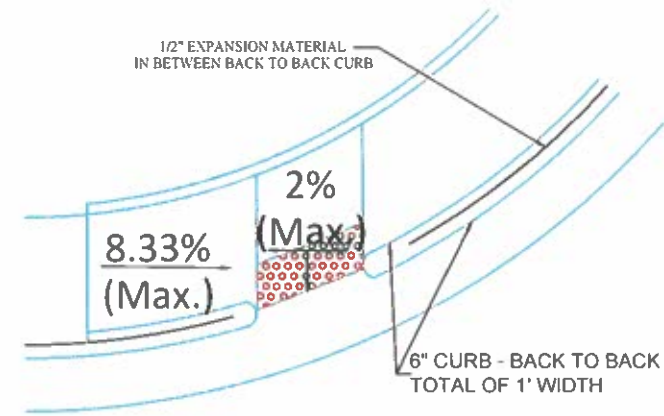
See Detail 1 & Detail 2 (Sheet B)



**SECTION B-B**



**STANDARD CROSSWALK THROUGH MEDIAN LAYOUT TYPE "C"**



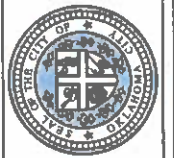
**DETAIL OF TYPE "G" RAMP**

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

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

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

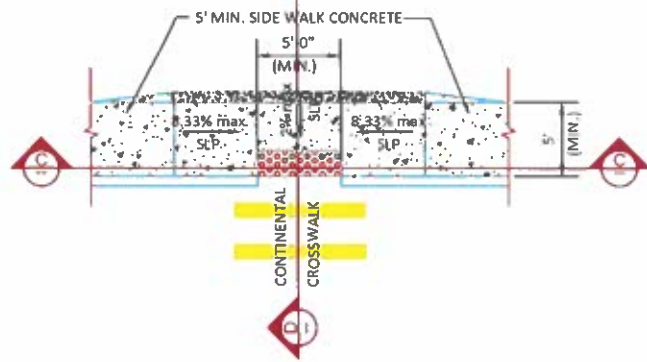
Detectable Warning Surface Refer to Note 26  
 1/2" Expansion Material at top and bottom of ramp (typical) all ramps



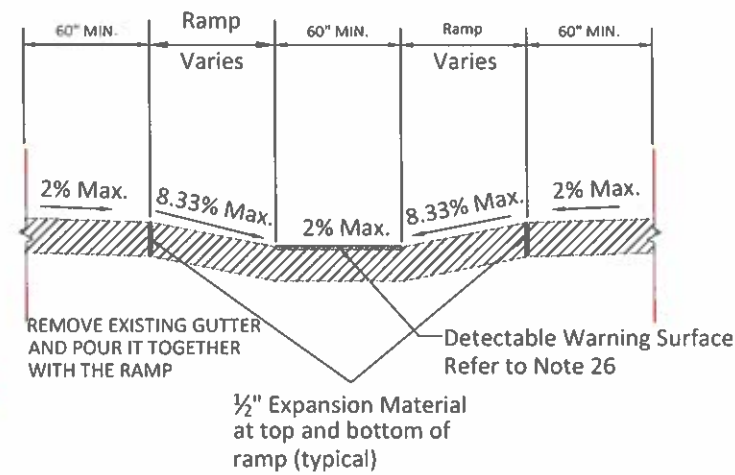
APPROVED BY: [Signature] DATE: 09/12/2023  
 ERIC J. WENGER, P.E. CITY ENGINEER  
 DRAWN: VSC  
 DATE:

Curb-Ramp shall be used on narrow sidewalk or at mid block locations when standard curb ramp lay-out is not feasible. The 6" curb shall be installed along the edge of the back of sidewalk.

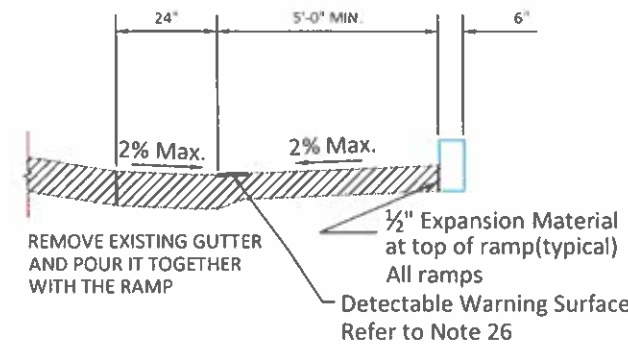
PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK  
 PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10' AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.



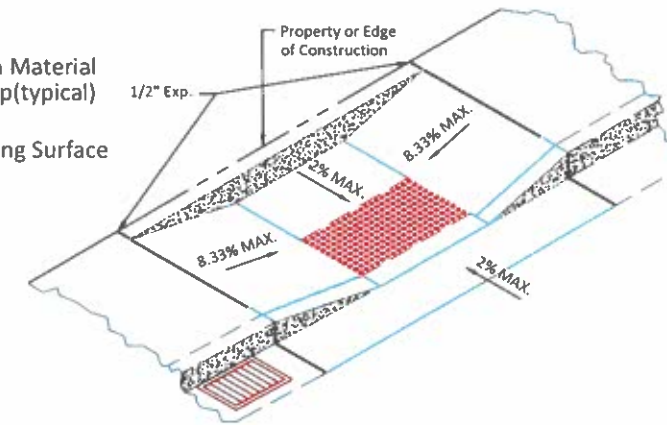
**PARALLEL CURB RAMP  
TYPE "D"**



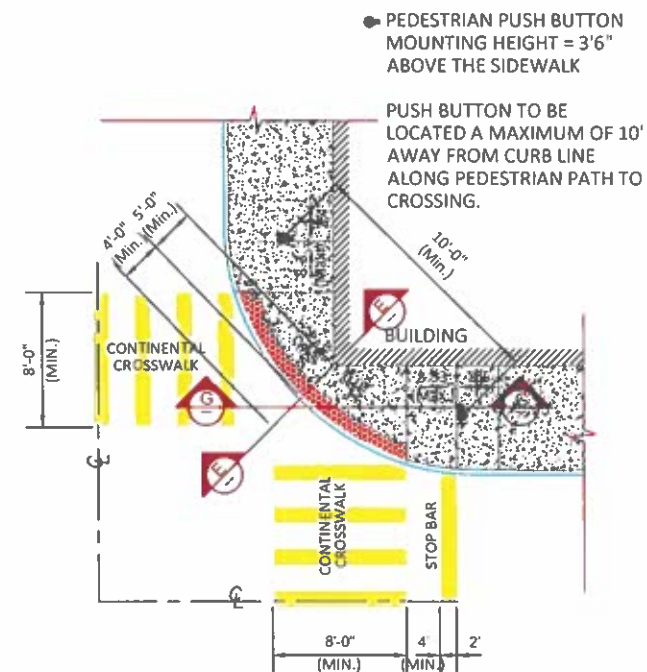
**SECTION C-C**



**SECTION D-D**  
See Detail 2 for Isometric View



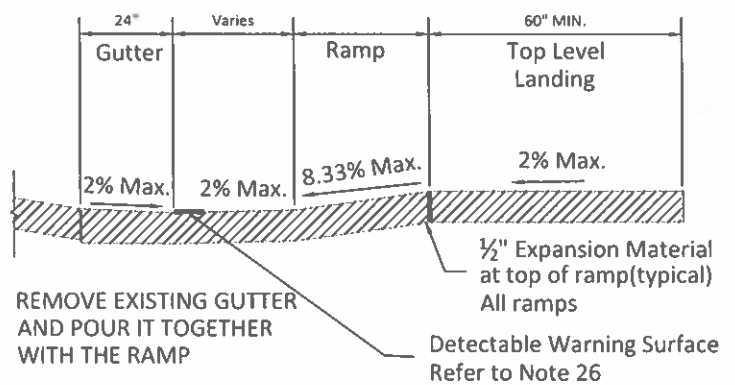
**DETAIL 2 TYPE D**  
Isometric



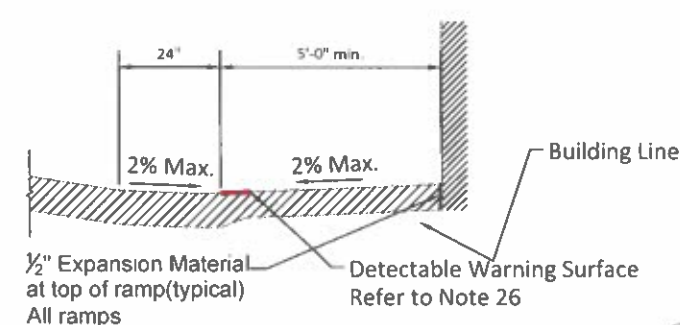
**RADIUS CURB RAMP  
TYPE "E"**

See Detail 3 for Isometric View

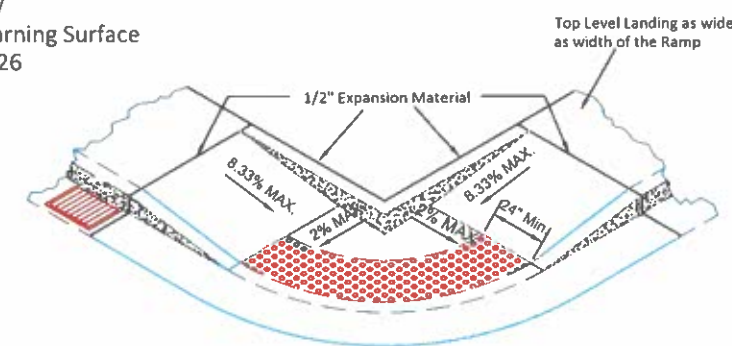
Written approval by the City Engineer is required



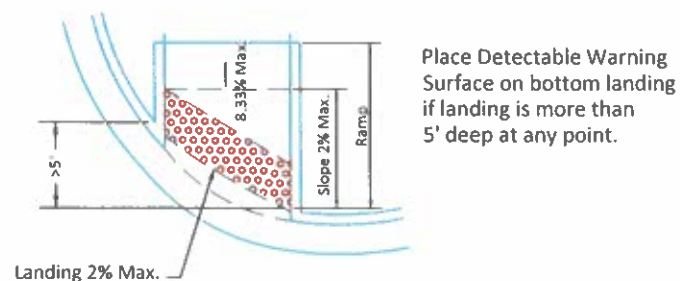
**SECTION G-G  
TYPE "E"**



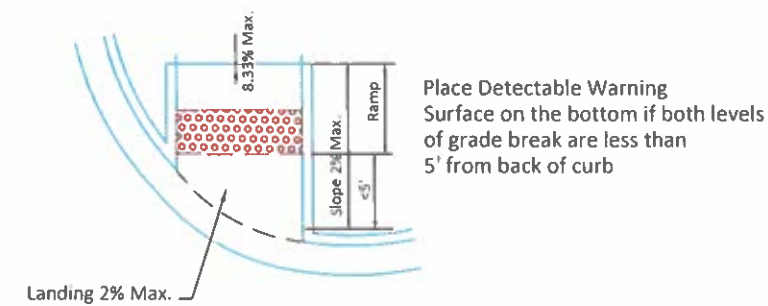
**SECTION E-E  
TYPE "E"**  
See Detail 3 for Isometric View



**DETAIL 3 TYPE E**  
Isometric



**DETAIL 1**



**DETAIL 2**

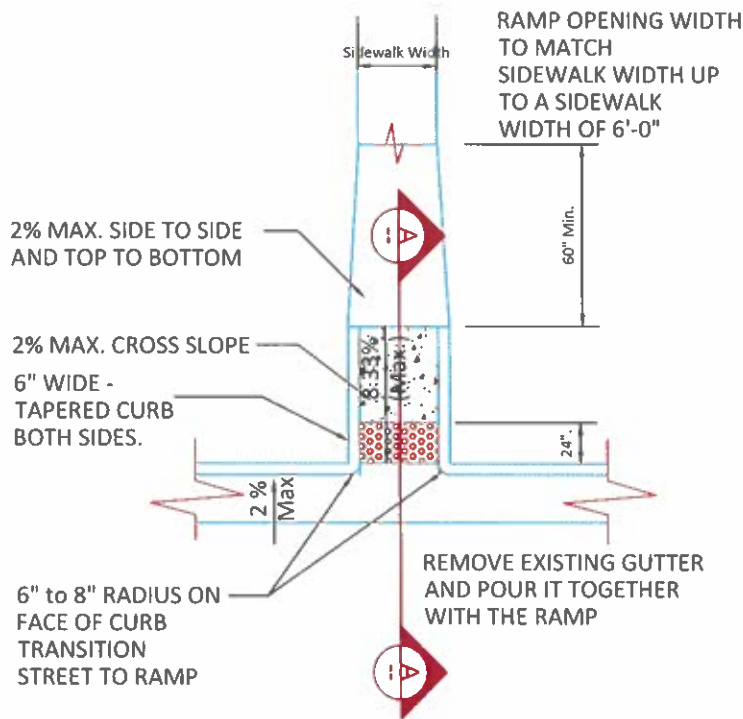
The City of  
**Oklahoma City**  
Public Works Department  
Engineering Division



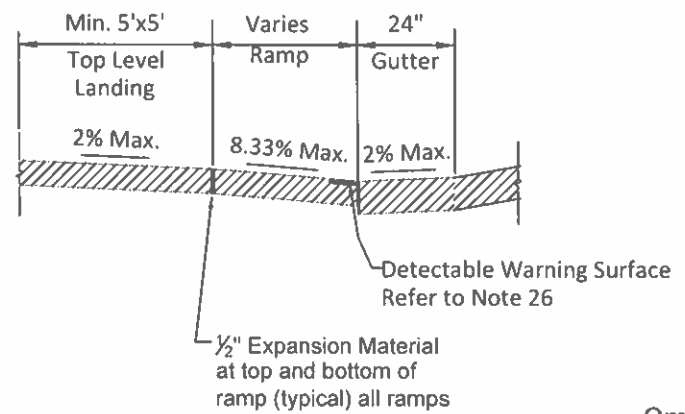
APPROVED BY: DATE: 09/12/2023  
 ERIC J. WENGER, P.E. CITY ENGINEER  
 DRAWN: VSC  
 DATE:

**ADA CURB RAMP DETAILS  
ARTERIAL STREETS**

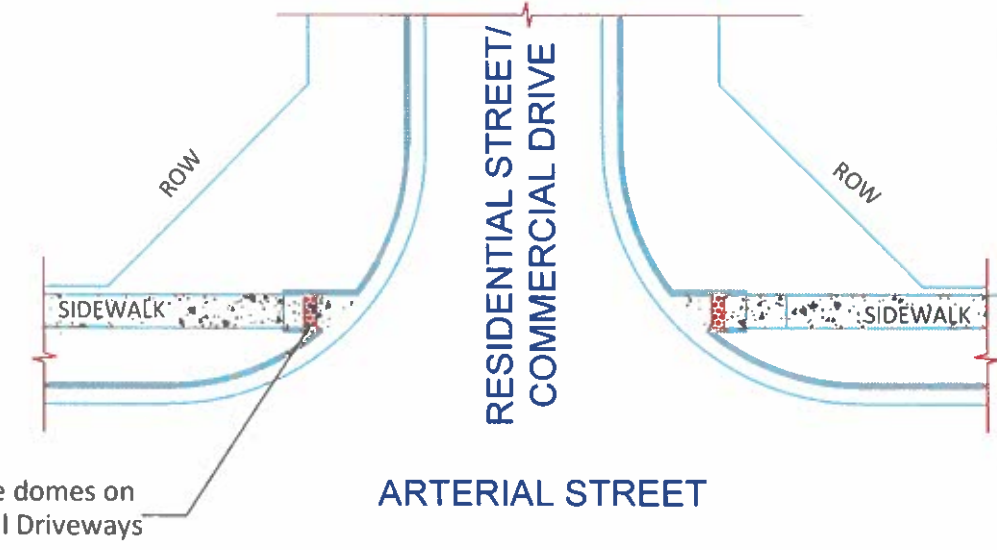
Drawing Number  
D-700  
B



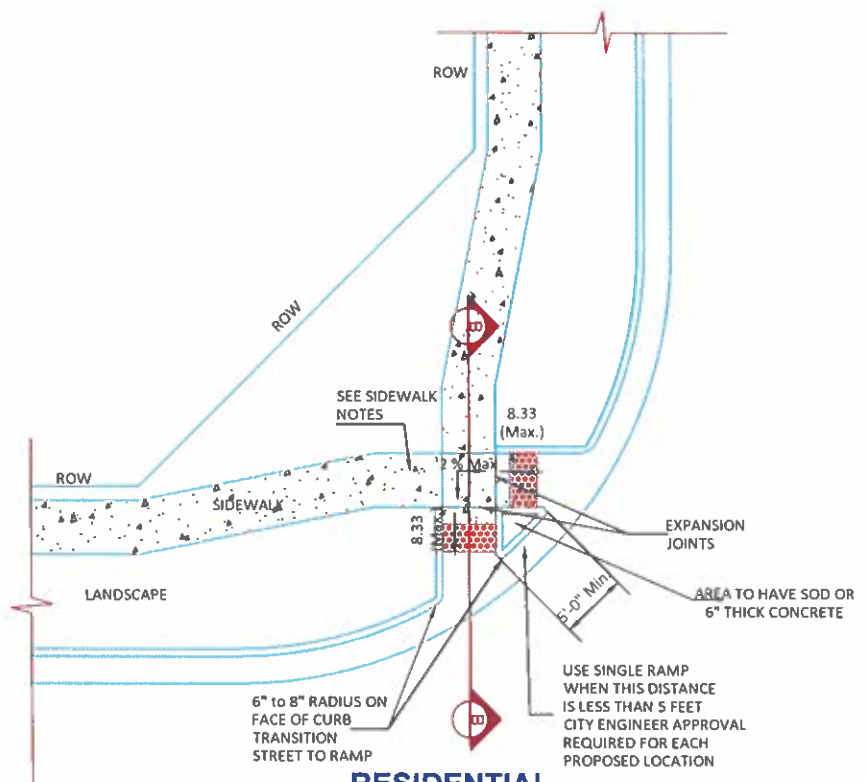
**METHOD OF TRANSITIONING A RAMP WITH DIE OUT CURBS**



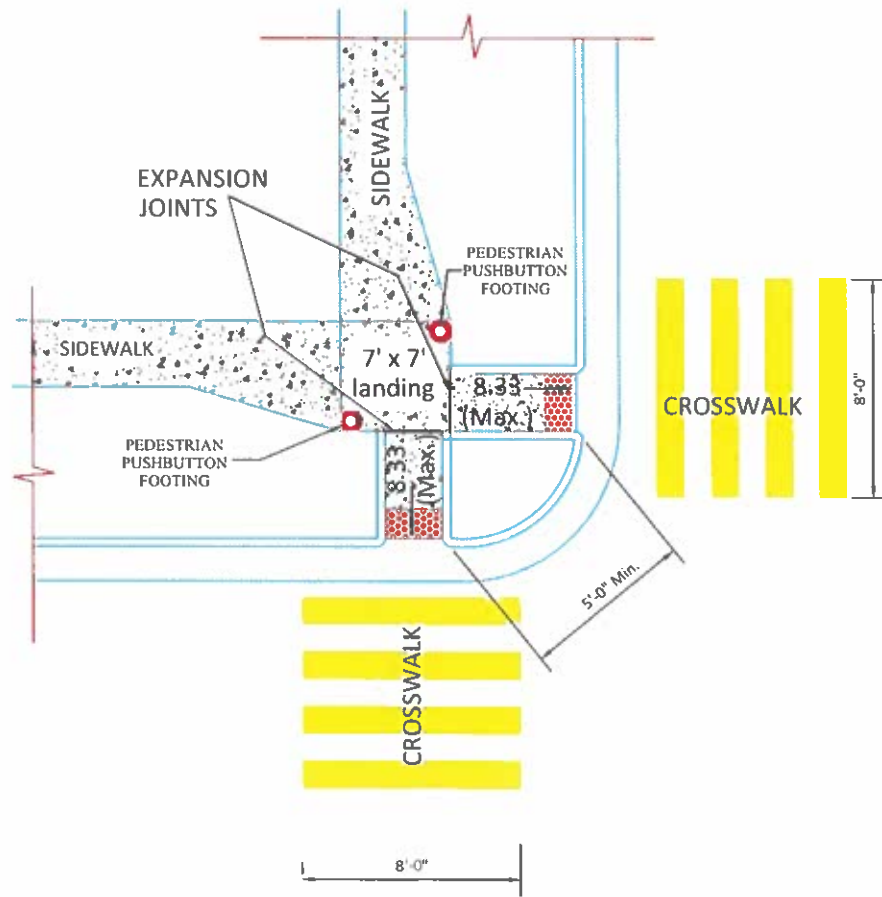
**SECTION A-A**



**ARTERIAL / MINOR STREET RAMPS (OR COMMERCIAL DRIVES)**

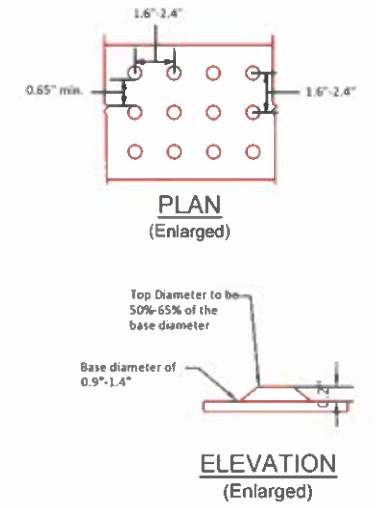


**RESIDENTIAL CURB RAMP TYPE "F"**



**SHARED LANDING AT SIGNALIZED INTERSECTIONS**

- DETAIL 1**
- Detectable Warning Surface Specifications:**
- Must provide a Visual Contrast.
  - Raised Tactile surfaces used for way finding.
  - Detectable Warning Surface shall be installed in a manner such that the domes are parallel to the direction of pedestrian travel.
  - Install the Detectable Warning Surface beginning at back of curb.



**DETECTABLE WARNING SURFACE PATTERN LAYOUT**

The City of Oklahoma City  
Public Works Department  
Engineering Division



APPROVED BY: *[Signature]* DATE: 09/12/2023  
ERIC J. WENGER, P.E. CITY ENGINEER  
DRAWN: VSC DATE:

**ADA CURB RAMP DETAILS  
RESIDENTIAL STREETS  
COMMERCIAL DRIVES**

Drawing Number D-700

**Sidewalk Notes:**

1. All work must meet current Americans with Disabilities Act (ADA) requirements.
2. Minimum sidewalk width shall be as follows: residential, 5'-0" at curb, 4'-0" at property line; commercial, 6'-0" at curb, 5'-0" at property line.
3. Sidewalk cross slope shall be a maximum of 2% and a minimum of 1/2% cross slope.
4. Whenever the width of the sidewalk is less than 5'-0", a 5' x 5' passing area with a maximum 2% slope and minimum 1/2% slope in any direction at intervals of 200' shall be installed.
5. Whenever changing direction in a sidewalk, install a 5' x 5' passing area with maximum 2% slope and minimum 1/2% slope in any direction.
6. Objects such as tree branches, signs, water fountains, etc. shall not protrude into the sidewalk more than 4" at the heights between 27" and 80".
7. Sidewalk shall be constructed of 4" thick concrete with medium broom finish on top of 2" of 1.5" crusher run, 3/8" rock screenings, 1.5" clean recycled concrete or approved equal. Developers of Residential Neighborhoods are allowed the usage of 2" of sand instead of the required crusher run.
8. All obstructions into the walk, such as power poles, hydrants, sign posts, etc. must have at least 48" of clear travel space around the obstruction.
9. Sidewalk running grade shall not exceed 5% unless the sidewalk is contained in the R-O-W and then cannot exceed the general grade established for the adjacent street.

**General Notes:**

10. Any deviation from the standard curb-ramp plans shall be approved by the City Engineer or his designee on a case by case basis.
11. The standard curb-ramp drawings supersede all previous drawings and shall be a part of the new curb ramp standard drawings.
12. All alternate ramps shall be approved by the City Engineer or his designee prior to construction.
13. Seal all sawed joints on sidewalks, landings and ramps. Width of expansion joint shall be 1/2"

**Pedestrian Signals Notes:**

14. Push button must be located adjacent to and accessible from a landing.
15. A clear space of 30" x 48" minimum dimension must be next to the push button.
16. Maximum reach to a push button can not exceed 10".

**Curb Ramp Notes:**

17. A curb ramp is defined as the entire concrete surface which includes the ramp and flared sides. The minimum 4' wide center portion, including the Detectable Warning Surface, shall have a sloped plane of 8.33% (1:12) maximum, and cross slope, not to exceed 2%. The "flared side" of the ramp shall lie on a slope of 10% (1:10) maximum measured along the curb. The curb ramp shall have a surface tolerance of 1/4" per 10 foot straight edge maximum.
18. The ramp center line and path of travel should be parallel to the sidewalk whenever possible. The full width of the ramp shall lie within the crosswalk area. It is desirable that the location of the ramp be as close as possible to the center of the crosswalk.
19. Curb Ramps shall not exceed 15' in length unless otherwise directed by the City Engineer.
20. Existing utility boxes and covers shall be adjusted flush with the curb ramp surface and shall not straddle any change in plane or material. Existing utility box frames and covers shall have matching surface finish on the entire frame and cover. New utility boxes shall not be placed within the accessible pathway.
21. The surface of the curb ramp and Detectable Warning Surface material shall be stable, firm and slip resistant. The concrete curb ramp surface shall be medium broom finished transverse to the axis of the ramp and shall be slightly rougher than the finish of the adjacent sidewalk surface.
22. A level landing 5'-0" deep, with a 2% maximum slope in each direction shall be provided at the upper end of each curb ramp to allow safe egress from the ramp surfaces. The width of the level landing shall be at least as wide as the width of the ramp. A clear space of a minimum of 30" wide x 48" deep shall be provided at pedestrian push buttons at signalized crossings. This space may be contained in the landing.
23. Existing vertical utility poles or street light poles may be incorporated into the flared sides, if necessary. The vertical obstruction shall be a minimum of 6" away from edge of the ramp. Pedestrian crosswalks push button poles, fire department call boxes and other poles with activated devices, may not be placed in the curb-ramp at any time. No new vertical obstructions may be located in the curb ramp or the accessible pathway.
24. Ramp opening shall be the same width as the sidewalk up to 6'-0" wide.
25. Curb Ramp shall be constructed with 8" thick concrete at collector and arterial streets; and with 6" thick concrete at residential streets. All on top of 2" of 1.5" crusher run, 3/8" rock screenings, 1.5" recycled concrete or approved equal. The 6" thick concrete will extend the maximum length of 6' from the face of curb and the 8" thick concrete will extend the maximum length of 8' from the face of curb. The remainder of the ramp will be constructed of 4" thick concrete and paid as sidewalk. All landings and incidental connections will be paid as sidewalk and will be constructed of 4" thick concrete. A 6" concrete curb will be constructed on each side of the ramp where 1:10 concrete slopes are not used.
26. For new construction all Detectable Warning Surfaces are to be set in concrete. Surface applied domes require special written approval by the City Engineer.
27. Curb ramp pay items shall only be used at street intersections, signalized driveways or alleys with tactile domes.
28. Where feasible, ramps shall align in such a way that the pedestrian travel path shall provide a direct path to corresponding ramp. Ramps that require pedestrians to change direction of travel in the street or driveway shall require City Engineer approval.
29. Where a ramp ties into an existing curb and gutter, the entire curb and gutter shall be removed and replaced extending 2 feet past the width of the ramp on each side.

The City of  
Oklahoma City  
Public Works Department  
Engineering Division



APPROVED BY:  DATE: 09/27/2023  
ERIC WENGER, P.E.  
CITY ENGINEER  
DRAWN: \_\_\_\_\_ DATE: \_\_\_\_\_  
VSC

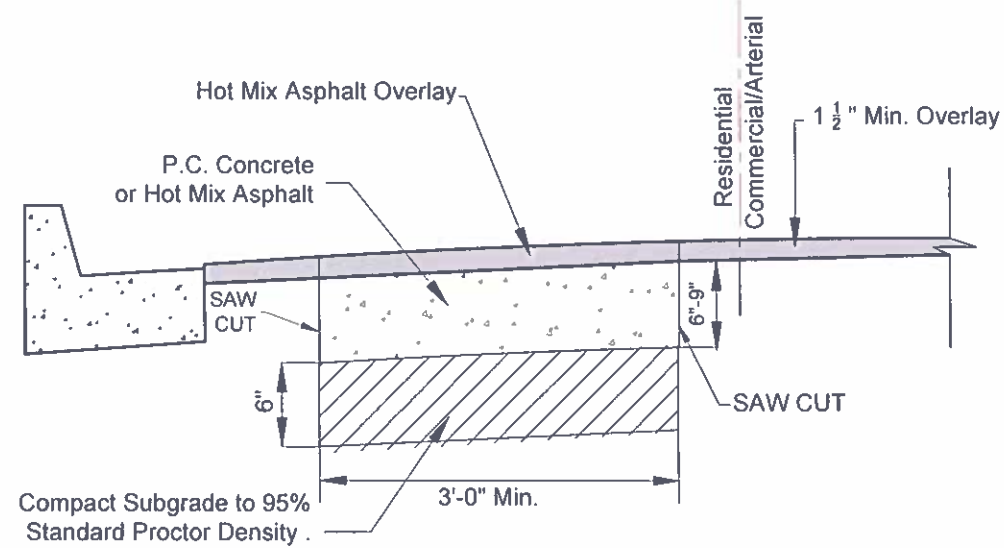
ADA CURB RAMP DETAILS

Drawing Number  
D-700

D

## PAVEMENT REPAIR DETAILS

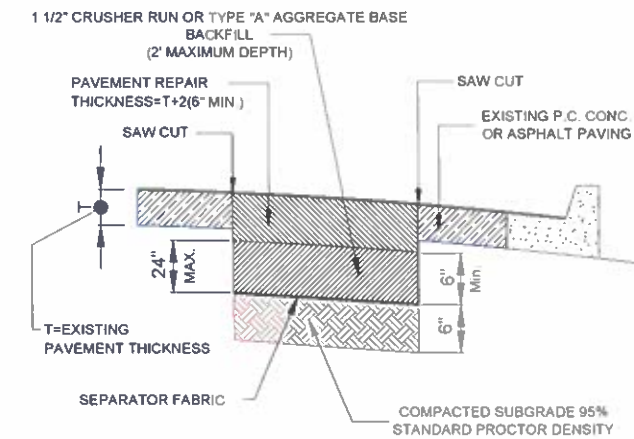
### HOT MIX ASPHALT (HMA) OVERLAY



#### NOTES:

1. Pavement repairs includes removal of Asphalt or P.C. Concrete Pavement depending on existing conditions, saw cut should be included in price.
2. Hot Mix Asphalt shall meet density-specification

## EXISTING ASPHALT OR CONCRETE BASE REPAIR DETAIL

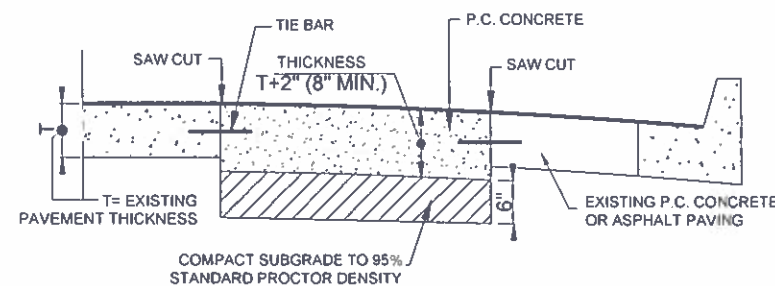


#### NOTES:

1. Excavation and aggregate base backfill begins at the bottom of the existing pavement and extends downward to a maximum depth of 2 feet.
2. The contractor shall not begin the backfill operation until measurement of the excavation has been made and agreed upon by the engineer and the contractor.
3. Backfill material will be placed in lifts not to exceed six inches (6") and compacted to 95% Standard Proctor Density.
4. Subgrade compaction saw cut and separator fabric will not be paid for separately. Include cost in price bid for other items of work.
5. Use black colored concrete when repairing asphalt paving. Use Soloman Color's Color #920 and apply at 25 lbs per 2 CY of concrete.

## PAVEMENT REPAIR DETAILS

### P.C. CONCRETE PAVING

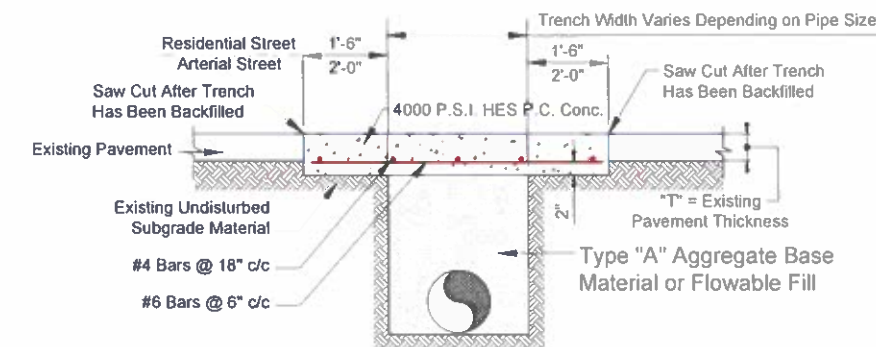


#### NOTES:

1. Remove existing concrete paving, to be included in price. Partial panel replacement not permitted, saw cut should be included in price.
2. When utility trench is the reason for pavement repair, see typical permanent repair section for details on reinforcing steel, backfill material, and trench width, etc.
3. Tie bars to be 1" dia. deformed bars (1 1/2" dia. for pavement 8" thick and greater) 18" length and spaced at 18" centers. Anchored with epoxy.
4. For Transverse joints, use smooth bars with same dimensions as in note #3. Only One end anchored with epoxy
5. Concrete panel to be double sawed 6" apart to protect the pavement edge during excavation.
6. Use black colored concrete when repairing asphalt paving. Use Soloman Color's Color #920 and apply at 25 lbs per 2 CY of concrete.

## UTILITY PAVEMENT CUT AND PERMANENT TRENCH REPAIR

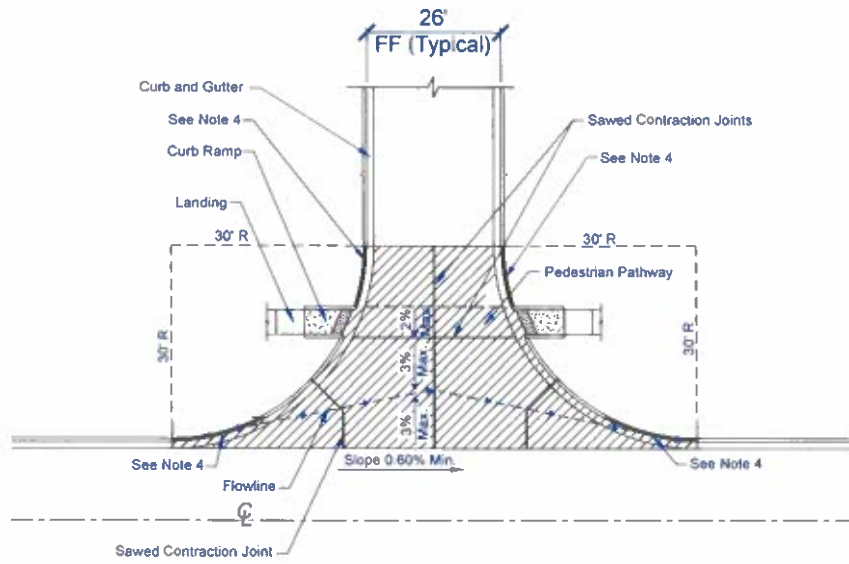
### TYPICAL REPAIR SECTION FOR CITY STREET



#### NOTES:

1. Aggregate base to be compacted 95% Standard Proctor Density in 6" lifts.
2. The City Engineer may require full P.C. Concrete panel replacement depending on street location and functional classification.
3. Thickness of repair shall be "T" + 2", but shall not be less than 10 inches.
4. The cost of saw cut, removal, rebar and placement of compacted back fill to be included in price bid per square yard of repair unless otherwise stated in the contract documents.
5. Use black colored concrete when repairing asphalt paving. Use Soloman Color's Color #920 and apply at 25 lbs per 2 CY of concrete.

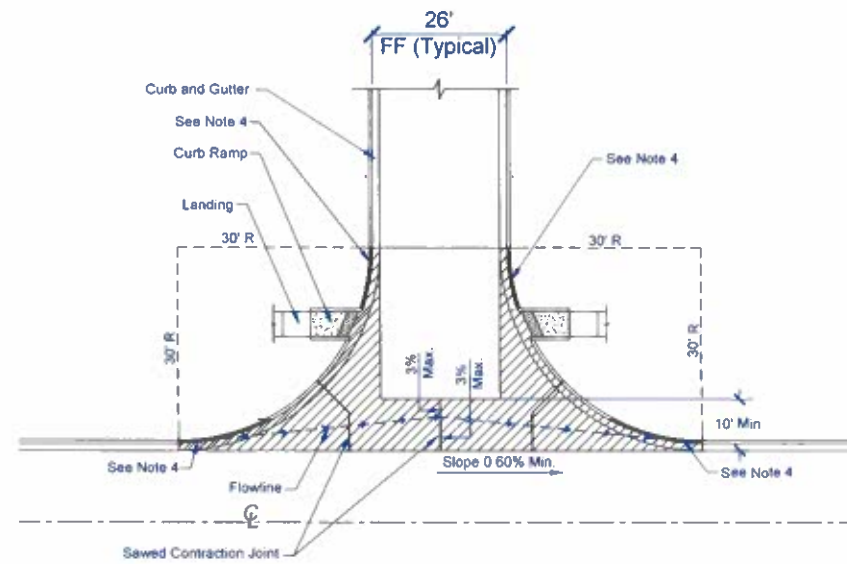




**OPTION 1**  
**CONCRETE VALLEY GUTTER**  
FOR ASPHALT PAVED STREETS

**NOTES:**

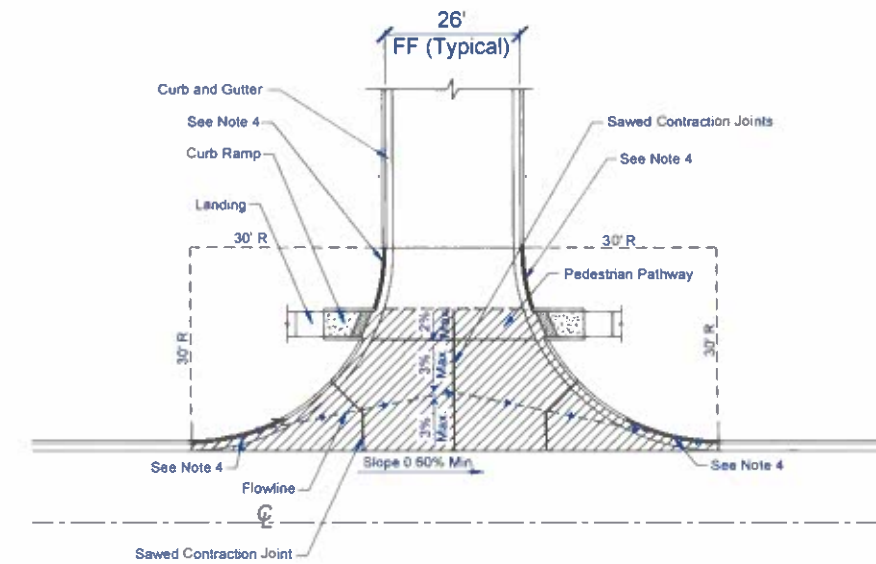
1. Use Class AA 4000 psi (HES) Concrete, 8" Thick for Retrofit. Use Class A 3000 psi, 8" Thick for New Construction.
2. Rebar #4 @ 12" CC.
3. A=122.16 SY (Typical) Not Including Curb and Gutter.
4. Remove and Replace 6' to 8' of Existing Curb and Gutter. Replace entire Curb and Gutter Radius if in Poor Condition.



**OPTION 2**  
**CONCRETE VALLEY GUTTER**  
FOR ASPHALT PAVED STREETS

**NOTES:**

1. Use Class AA 4000 psi (HES) Concrete, 8" Thick for Retrofit. Use Class A 3000 psi, 8" Thick for New Construction.
2. Rebar #4 @ 12" CC.
3. A=73.27 SY (Typical) Not Including Curb and Gutter.
4. Remove and Replace 6' to 8' of Existing Curb and Gutter. Replace entire Curb and Gutter Radius if in Poor Condition.

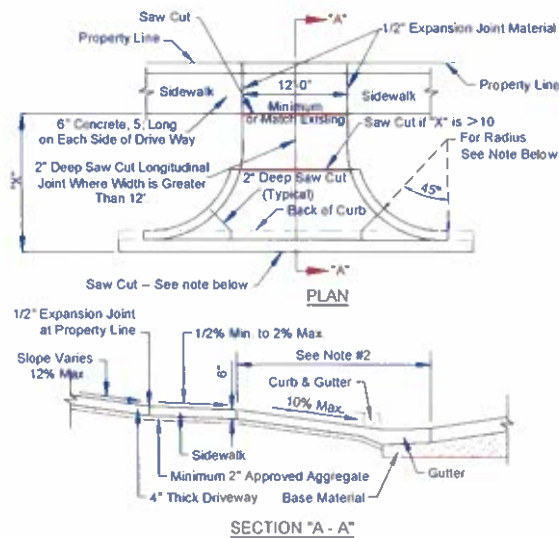


**OPTION 3**  
**CONCRETE VALLEY GUTTER**  
FOR ASPHALT PAVED STREETS

**NOTES:**

1. Use Class AA 4000 psi (HES) Concrete, 8" Thick for Retrofit. Use Class A 3000 psi, 8" Thick for New Construction.
2. Rebar #4 @ 12" CC.
3. A=91.80 SY (Typical) Not Including Curb and Gutter.
4. Remove and Replace 6' to 8' of Existing Curb and Gutter. Replace entire Curb and Gutter Radius if in Poor Condition.

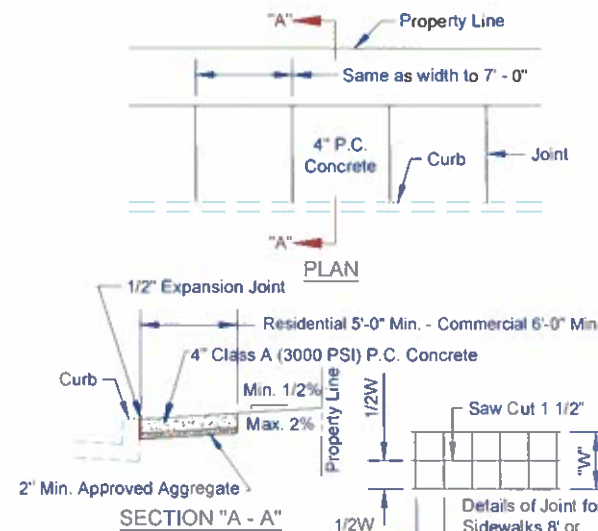
**DRIVEWAY DETAIL**



**NOTES:**

1. A 5' - 0" minimum radius is approved for one & two family residences not abutting a limited access or major street. All other Driveways will have a 10' - 0" minimum radius.
2. The Driveway Contractor shall saw cut & remove the complete Curb and Gutter section. Saw cuts shall be 2" or 1/3 the depth of the gutter, whichever is greater, include the top & face of curb as well as the gutter, be made prior to the removal of concrete, and be full depth for removal and 2" or 1/3 the depth for crack control, whichever is greater.
3. If a gutter holds water prior to any construction by driveway Contractor, he should notify the City Engineer of the situation before doing any work. The completed driveway work will not be accepted if the gutter holds water due to poor construction by the Contractor.
4. It is recognized that this driveway detail will not cover every possible situation encountered in construction. Additional expansion joints will be required as needed.
5. Clean and seal all joints and saw cuts in accordance with standard specifications.
6. Longitudinal and Transverse Joints, required for drives 12' wide & over. Saw cut 2" or 1/3 depth and fill with silicone sealant.
7. Do not turn radius in front of adjacent property without written permission from adjacent property owner.
8. When connecting a new sidewalk to an existing steep driveway, which cannot be made ADA compliant, the transition panel on each side of the driveway shall not be more than 5' in length, unless approved by the engineer.
9. For a residential or commercial structure located below street level, the high point of the sidewalk where it crosses the driveway shall be at least 8" above the street gutter elevation.

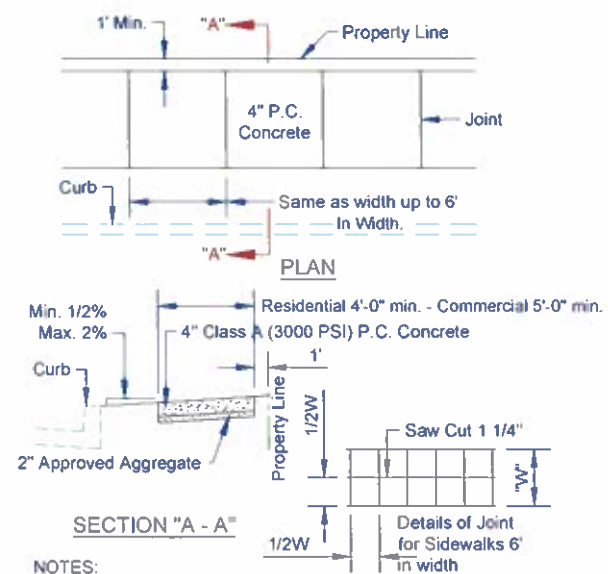
**DETAILS FOR SIDEWALK LOCATED AT CURB**



**NOTES:**

1. 1/2" x 4" premolded expansion material around Power Poles or other structures in walk, with at least 36" of clear travel space.
2. Expansion joints maximum distance = 100', use 1/2" x 4" premolded expansion material.
3. Transverse contraction joints maximum distance = 5', saw cut or Tool 1 1/4" deep.
4. Saw cut joints within 24 hours or 12 hours if temperature is above 85°F.
5. Use 1/2" x 4" premolded expansion joint behind curb or attached to curb.
6. Medium broom finish (transverse).
7. Use edger tool on all edges.


**DETAILS FOR SIDEWALK LOCATED AWAY FROM CURB**



**NOTES:**

1. Place 1/2" premolded expansion material around Power Poles or other structures in walk, with at least 36" of clear travel space.
2. Expansion joints maximum distance = 100', use 1/2" x 4" premolded expansion material.
3. Transverse Contraction joints maximum distance = 5', saw cut or tool 1 1/4" deep.
4. Saw cut joints within 24 hours or 12 hours if temperature is above 85°F.
5. Medium broom finish (transverse).
6. Use edger tool on all edges.



APPROVED BY:  DATE: 09-12-23  
ERIC J. WEIGER, P.E.  
CITY ENGINEER  
DRAWN: TW  
DATE: 09-06-23

**STANDARD DETAILS**

Drawing Number

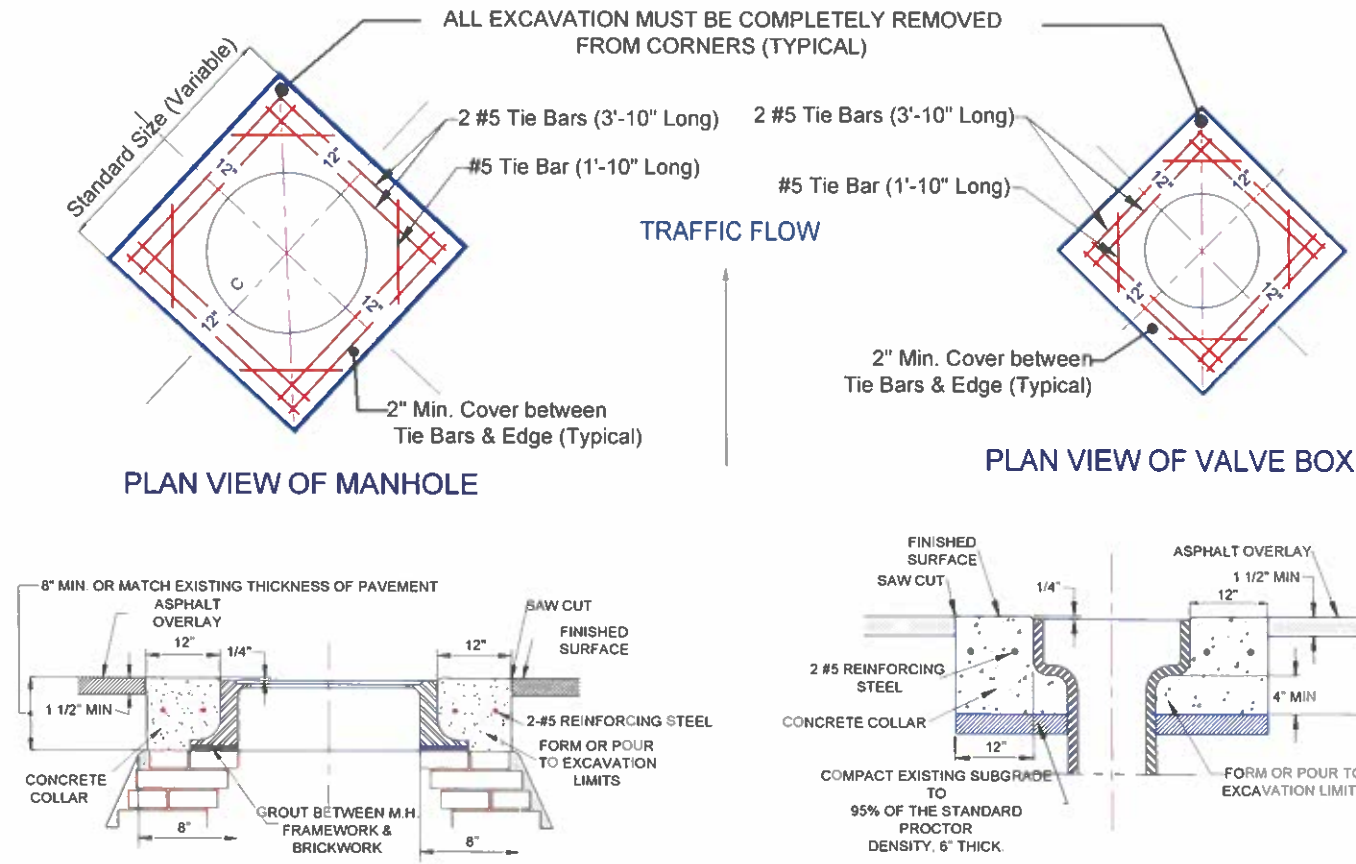
D-800  
B

**ADJUSTMENT OF MANHOLE TO GRADE**

**ADJUSTMENT OF VALVE BOX TO GRADE**

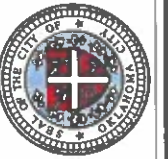
**Note:**

1. The manhole frame shall be set to grade and concrete collar poured after surfacing operations. Existing ring and lid must be replaced with Deeter Foundry, Inc., shown on drawing number 1197-0110 and 1197-2100 respectively, or approved equal. The top of the ring and lid must match exactly the existing pavement grade, both longitudinally and transversely.
2. Concrete collar shall be H.E.S. Class AA 4000 PSI P.C. Concrete (3000 PSI in 24 hours). Concrete must be thoroughly vibrated. Contractor must call for inspection for verification of structure & dimensions before placing concrete.
3. The work shall be protected by barriers and lights meeting MUTCD and shall not be removed for a period of 24 hours after the pour is made.
4. Subgrade outside the limits of the manhole cone, must be compacted with mechanical compactor such as the "Wacker Packer" before placing concrete. The subgrade must be firm and unyielding.
5. All excavation at the corners of the concrete collar must be removed so that it is a minimum of 8" thick for the full extent of the collar.
6. Place one #5 reinforcing steel diagonal at each corner 4" from the edge of the manhole ring.



**Note:**

1. The valve box shall be set to grade and concrete collar poured after resurfacing operations. The top of the valve box must match exactly the existing pavement grade, both longitudinally and transversely.
2. Concrete base shall be H.E.S. Class AA 4000 PSI P.C. Concrete (3000 PSI in 24 hours). Concrete must be thoroughly vibrated. Contractor must call for inspection for verification of structure & dimensions before placing concrete.
3. The work shall be protected by barriers and lights meeting MUTCO and shall not be removed for a period of 24 hours after the pour is made.
4. Subgrade outside the limits of the manhole cone, must be compacted with mechanical compactor such as the "Wacker Packer" before placing concrete. The subgrade must be firm and unyielding.
5. All excavation at the corners of the concrete collar must be removed so that it is a minimum of 8" thick for the full extent of the collar.
6. Place one #5 reinforcing steel diagonal at each corner 4" from the edge of the manhole ring.



APPROVED BY:  DATE: 09-12-23  
ERIC J. WENGER, P.E.  
CITY ENGINEER  
DRAWN: TWN  
DATE: XX-XX-XX

**STANDARD DETAILS**

Drawing Number

D-800  
C

**BETHANY CITY COUNCIL**

**From:** Elizabeth A. Gray, City Manager  
**Date:** January 30, 2025  
**Subject:** Consideration and possible approval to appoint Kenneth Schell as the City of Bethany's representative to the Metropolitan Library Commission to finish serving the current three-year term expiring July 31, 2026

**BACKGROUND**

The Metropolitan Library Commission of Oklahoma County is comprised of twenty-seven (27) members who represent each municipality with a library or library extension located within its boundaries for a three-year term. The Mayor of Oklahoma City, an Oklahoma County Commissioner, and the Library's Executive Director complete the commission. The Library Commission meets monthly at a different library location around Oklahoma County.

Marilyn Wetmore was appointed on September 5, 2023 to serve a three-year term expiring July 31, 2026. Ms. Wetmore has stepped down and the mayor desires to appoint Kenneth Schell to serve the remainder of the current term expiring on July 31, 2026.

Mr. Schell is willing and eager to serve the citizens of Bethany on the Metropolitan Library Commission.

**RECOMMENDATION**

1. Approve Kenneth Schell to serve as the City of Bethany's representative on the Metropolitan Library Commission for the remainder of the current term expiring on July 31, 2026.

**ADDITIONAL COMMENTS**

Board Application and resume are attached.



## City of Bethany BOARD APPLICATION FORM

Choose the board or committee you are applying for:

Board of Adjustment
                         
  Bethany Economic Development Authority  
 Planning and Zoning Commission
                         
  Other: Metro Library Board

Name: <b>Kenneth Schell</b>		In which Ward do you reside: <b>4</b>
Street Address: <span style="background-color: black; color: black;">[REDACTED]</span>		
City: <b>Bethany</b>	State: <b>OK</b>	Zip Code: <b>73008</b>
Home Phone: <b>NA</b>	Cell Phone: <span style="background-color: black; color: black;">[REDACTED]</span>	
Email Address: <span style="background-color: black; color: black;">[REDACTED]</span>		
Occupation: <b>Professor</b>		

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

Education and Hobbies		
Level	Certificate / Degree / Major	Name of School
High School	Diploma	Royal Valley High School
College	PhD History, MA, BA	Liberty Univ, Arizona State, MACU
Trade or Business School		
Hobbies: <b>Photography, Coaching Soccer, Hiking, Travel, and Reading</b>		

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

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

Signature: *Kenneth Schell*                      Date: *1/22/25*

# Curriculum Vitae

## **Kenneth Schell**

Address: [REDACTED] [REDACTED] [REDACTED] Bethany, OK 73008

Cell: [REDACTED]

Date of Birth: [REDACTED]

E-mail [REDACTED]

## **Education**

- 2020-24 Liberty University  
PhD in History 4.0 GPA
- 2017-2018 Arizona State University  
MA in History 4.0 GPA
- 2001-2004 Mid-America Christian University  
BA in Secondary Education in History Minor of Bible Theology 3.32 GPA

## **Teaching Experience**

2019 - Present Mid-America Christian University

CAS Chair of General Education, Secondary Social Studies Program Coordinator,  
Rank of Associate Professor

On-Ground Courses Instructed: US History I and II, World History I and II,  
Oklahoma History, 20<sup>th</sup> Century US History, 19<sup>th</sup> Century US History, Early  
Colonial Period, Historiography, Directed Readings in History, American Federal  
Government, State and Local Government,

Online Courses Instructed: US History I and II, American Federal Government,  
State and Local Government, World History I, World History II

Online Course Development and Template Creation: US History I and II,  
American Federal Government, State and Local Government, World History I

2005 - 2019 Oklahoma City Public Schools

2011 Oklahoma City Public Schools District Teacher of the Year Finalist  
2011 Southwest Chamber of Commerce Teacher of the Year

8<sup>th</sup> Grade US History, Chair of the History Department, Middle School Athletic  
Director, 11<sup>th</sup> Grade US History and APUSH, 12<sup>th</sup> Grade APGOV

## **Academic Service**

- University Senate member 2022 and 2023
- Teacher Ed. Committee 2019 to Present
- University Admissions Committee 2022 to Present

- HLC Criterion 3 Committee 2020 to Present
- Online Course Development of US History I and II, American Federal Government, State and Local Government, World History I
- Oklahoma’s Course Equivalency Project MACU Representative in History, Political Science, Humanities, Sociology, and Geography from 2020 to Present – Acceptance of POLS 2203 State and Local Government in 2022

**Volunteer Service**

- The Nursery at the Well Church in Mustang, Oklahoma, 2022 to present
- Middle School Soccer Coach for OKC Storm 2024 to present
- Coach for Mustang Soccer Association 2025 to present
- Coach for Yukon Soccer Association 2018 to 2024.

**Academic Association Memberships**

- National Council for the Social Studies
- National Council for the Geographic Education
- Oklahoma Historical Society

**Publications**

- Schell, Kenneth P. (2023) "Religion and Morality: The Forgotten Lesson of George Washington's Farewell Address," *Bound Away: The Liberty Journal of History*: Vol. 5: Iss. 2, Article 2. Available at: <https://digitalcommons.liberty.edu/ljh/vol5/iss2/2>

**List of References**

- Dean of the College of Arts and Science at MACU Esther Rehbein, [REDACTED]
- VPAA and Chief Academic Officer Dr. Sharon Lease, [REDACTED]
- Director School of Teacher Education at MACU Dr. Glenne Whisenhunt [REDACTED]

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## **BETHANY PUBLIC WORKS AUTHORITY MEETING**

### **BETHANY CITY HALL**

**TUESDAY, JANUARY 21, 2025**

**6:30 P.M.**

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

Chairman Lloyd called the Bethany Public Works Authority meeting to order at 8:15 P.M.

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

- A. APPROVAL OF MINUTES FROM THE JANUARY 7, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

A motion was made by Trustee Magirowsky, seconded by Trustee Larsen to approve the Consent Docket as presented. Yes votes: Lloyd, Palmer, McPhail, Magirowsky, Powell, Larsen, Plank, German. No votes: None. Motion approved.

**ITEM NO. 2** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF A ONE-YEAR CONTRACT EXTENSION WITH KRAPFFREYNOLDS CONSTRUCTION CO. FOR ON-CALL SERVICES FOR WATER AND WASTEWATER REPAIR SERVICES WITH A 2.65% INCREASE TO THE ORIGINAL BID ITEM UNIT PRICE. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Palmer, seconded by Vice-Mayor Plank to approve Item 2, 3 and 4 of the agenda. Yes votes: Magirowsky, Powell, McPhail, Plank, Larsen, Lloyd, German, Palmer. No votes: None. Motion approved.

**ITEM NO. 3** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF A ONE-YEAR CONTRACT EXTENSION WITH BREWER CONSTRUCTION OKLAHOMA, LLC FOR ON-CALL SERVICES FOR CONCRETE PAVING, ASPHALT PAVING, AND DRAINAGE REPAIR SERVICES WITH A 2.65% INCREASE TO THE ORIGINAL BID ITEM UNIT PRICE. (ELIZABETH GRAY, CITY MANAGER)**

**ITEM NO. 4** on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO RATIFY EMERGENCY REPAIR EXPENDITURES UTILIZING THE KRAPFFREYNOLDS CONSTRUCTION CO. ON-CALL/EMERGENCY CONTRACT FOR WATERLINE REPAIR SERVICES AT NW 46TH STREET AND PENIEL AVENUE IN BETHANY OKLAHOMA IN THE APPROXIMATE AMOUNT OF \$93,000.00. (ELIZABETH GRAY, CITY MANAGER)**

**ITEM NO. 5** on the agenda **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

**ITEM NO. 6** on the agenda was **ADJOURN UNTIL FEBRUARY 4, 2025.**

Chairman Lloyd adjourned the Bethany Public Works Authority meeting at 8:16 P.M. until February 4, 2025.

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CHAIRMAN

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SECRETARY

## BETHANY PUBLIC WORKS AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** January 30, 2025  
**Subject:** Claims list for the 02/04/2025 Bethany Public Works Authority Meeting

### BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 111,177.45
<b>TOTAL</b>	<b>\$ 111,177.45</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 88,799.10
Bethany Public Works Authority	\$ 111,177.45
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 205,726.30</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
DEPARTMENT: 02.0		FINANCE					
25-51290	10-005702	TPS TECHNICAL PROGRAMMING	WATER BILL PRINTING SVC	1/2025	119884	2,358.21	
25-52663	10-1288	ROSE STATE COLLEGE	WARNER CLASS D CERT.	1/2025	20250122-WARNER	243.00	
25-52662	10-2660	ODEQ WATER QUALITY DIV	CLASS D WATER LICENSE	1/2025	OE 4551931-WARNER	62.00	
DEPARTMENT TOTAL:						2,663.21	
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN					
25-51334	10-1068	ONG	MONTHLY SERVICE	1/2025	20250122	940.81	
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	53.75	
25-52530	10-3042	ACCURATE ENVIRONMENTAL	JANUARY ODEQ TESTING/WTP	1/2025	HA16034	408.00	
DEPARTMENT TOTAL:						1,402.56	
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT					
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESEL&4500UNLEAD	1/2025	51659	7,413.13	
25-52558	10-0668	HAYES ELECTRIC	ELETRIC FOR WASH BAY	1/2025	86823	253.00	
25-52582	10-0812	J & R EQUIPMENT LLC	REPLACE PTO & PUMP	1/2025	01W6416	7,267.60	
25-52712	10-0812	J & R EQUIPMENT LLC	DRIVER SIDE ROLLER&PIN	1/2025	01W6435	6,623.05	
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	111.00	
25-52614	10-3081	PREMIER TRUCK/ATC FREIGHT	LIUNIT #99 CARRIER BARREN	1/2025	18427120	1,169.21	
DEPARTMENT TOTAL:						22,836.99	
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT					
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESEL&4500UNLEAD	1/2025	51659	49.61	
25-52677	10-006186	EARNHEART CRESCENT, LLC	55GAL DRUM5W-20 BLENOIL	1/2025	7594	299.50	
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY INS.	1/2025	20250301	128.88	
25-52568	10-2305	HOIDALE CO INC	12UNLEAD&12DIESELFOBS	1/2025	INV14820	110.13	
25-52707	10-2305	HOIDALE CO INC	PARTS TO FIX GASPUMPLEAK	1/2025	INV15296	224.62	
25-52403	10-3331	RUCKER MECHANICAL	POWERWASHER	1/2025	99339	77.50	
25-52702	10-3331	RUCKER MECHANICAL	REPLACE GATE VALVE	1/2025	99342	366.57	
DEPARTMENT TOTAL:						1,256.81	

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	284.25
25-51969	10-0091	BRENNTAG SOUTHWEST INC	4 55GALS OF ORTHO POLY PH	1/2025	BSW599885	1,980.29
25-52595	10-0948	MIDCO LABORATORY	VERSENATE/SULFURIC ACID	1/2025	20250111	252.00
25-51529	10-1063	OG&E	MNTHLY SVC	1/2025	20250116	15,429.55
25-51334	10-1068	ONG	MONTHLY SERVICE	1/2025	20250122	1,023.28
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANCP	PROPERTY INS.	1/2025	20250301	8,884.50
25-52357	10-1128	OK CITY WATER UTILITIES	TRCROSSTIES	1/2025	20241126	12,998.97
25-52682	10-1400	GLS FAMILY TRUST	WATER LEASE	1/2025	25-52682	100.00
25-52642	10-1622	WESTLAKE ACE HARDWARE	PARTS FOR WELL HOUSE	1/2025	3504636	75.69
25-52117	10-3042	ACCURATE ENVIRONMENTAL	DEQ REQUIRED TESTING	1/2025	HA06013	970.00
25-52530	10-3042	ACCURATE ENVIRONMENTAL	JANUARY ODEQ TESTING/WTP	1/2025	HA14036	700.00
25-52495	10-3919	MISSISSIPPI LIME	25TONS OF LIME	1/2025	CD56769	9,887.06
25-52628	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	1/2025	CD59764	9,859.50
DEPARTMENT TOTAL:						62,445.09
DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	852.74
25-52668	10-0225	GENUINE PARTS	LEXUS IGNITION COIL	1/2025	079245	52.69
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANCP	PROPERTY INS.	1/2025	20250301	111.50
25-52485	10-2557	CORE & MAIN LP	CURB STOP KEY	1/2025	W243664	45.65
25-52650	10-2828	UNITED RENTALS (NORTH AMERI	PUMP FOR WATER REPAIR	1/2025	243525418-001	1,659.50
25-51284	10-4090	AT&T MOBILITY	METER READER/ ON CALL	1/2025	8091X01192025	267.32
DEPARTMENT TOTAL:						2,989.40
DEPARTMENT: 12.2 UTILITY - SEWER						
25-52670	10-004725	RUCKER ELECTRIC INCORPORATE	31ST PENIEL LIFT STATIO	1/2025	014861	6,875.00
25-52639	10-006186	EARNHEART CRESCENT, LLC	3500DIESIEL&4500UNLEAD	1/2025	51659	227.92
25-52671	10-006230	IRWIN SEPTIC TANK CLEANING,	6712 NW 59TH TERR	1/2025	33152	1,406.25
25-52685	10-006230	IRWIN SEPTIC TANK CLEANING,	66001 NW 30TH TER	1/2025	33658	1,478.75
25-51529	10-1063	OG&E	MNTHLY SVC	1/2025	20250116	3,372.86
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURANCP	PROPERTY INS.	1/2025	20250301	786.75
25-52645	10-2123	HOME DEPOT CREDIT SVCS	59TH ROCKWELL	1/2025	H3909-269502	42.55
25-51097	10-2828	UNITED RENTALS (NORTH AMERI	RENTAL	1/2025	243012401-002	252.87
25-52605	10-2828	UNITED RENTALS (NORTH AMERI	BYPASS PUMP	1/2025	243261568-001	1,528.58
25-52667	10-3434	W & W ELECTRIC MOTOR SVC	31ST AND PENIEL	1/2025	3030	1,560.00
25-51284	10-4090	AT&T MOBILITY	METER READER/ ON CALL	1/2025	8091X01192025	51.86
DEPARTMENT TOTAL:						17,583.39
FUND TOTAL:						111,177.45
GRAND TOTAL:						205,726.30

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**BETHANY HOSPITAL TRUST MEETING**

**BETHANY CITY HALL**

**TUESDAY, JANUARY 21, 2025**

**6:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Peter Plank	Vice-Chairman
	Steve Palmer	Trustee
	Dale German	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	Ken Smart	Trustee
OTHERS PRESENT:	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design
	(See Roster)	

Chairman Lloyd called the Bethany Hospital Trust meeting to order at 7:18 P.M.

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

- A. APPROVAL OF MINUTES FROM JANUARY 7, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

A motion was made by Vice-Chairman Plank, seconded by Council Member Magirowsky to approve the Consent Docket as presented. Yes votes: Larsen, German, Plank, Palmer, Magirowsky, Lloyd, McPhail, Powell. No Votes: None. Motion passed.

**ITEM NO. 2** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”)**.

None

**ITEM NO. 3** on the agenda was **ADJOURN UNTIL FEBRUARY 4, 2025.**

Chairman Lloyd adjourned the Bethany Hospital Trust meeting at 8:16 P.M. until February 4, 2025.

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CHAIRMAN

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SECRETARY

## BETHANY HOSPITAL TRUST

**From:** Michael Vaughn, Finance Director  
**Date:** January 30, 2025  
**Subject:** Claims list for the 02/04/2025 Bethany Hospital Trust Meeting

### BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ 5,749.75
<b>TOTAL</b>	<b>\$ 5,749.75</b>

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 88,799.10
Bethany Public Works Authority	\$ 111,177.45
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 205,726.30</b>

### RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		TRANSFERS IN/OUT				
25-52705	10-1085	OKLAHOMA MUNICIPAL ASSURAN	PROPERTY INS.	1/2025	20250301	5,749.75
DEPARTMENT TOTAL:						5,749.75
FUND TOTAL:						5,749.75

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**BETHANY DEVELOPMENT AUTHORITY**

**BETHANY CITY HALL**

**TUESDAY, JANUARY 21, 2025**

**6:30 P.M.**

MEMBERS PRESENT:	Nikki Lloyd	Chairman
	Peter Plank	Vice-Chairman
	Steve Palmer	Trustee
	Dale German	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Marilyn McPhail	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	Ken Smart	Trustee
OTHERS PRESENT:	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	Steve Manek	TEIM Design
	(See Roster)	

Chairman Lloyd called the Bethany Development Authority meeting to order at 8:16 P.M.

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

- A. APPROVAL OF MINUTES FROM JANUARY 7, 2025, REGULAR MEETING.**
- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS.**

A motion was made by Trustee German, seconded by Vice-Chairman Plank to approve the Consent Docket as presented. Yes votes: Lloyd, German, Plank, Palmer, Magirowsky, McPhail, Powell, Larsen. No votes: None. Motion approved.

**ITEM NO. 2** on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”)**.

None

**ITEM NO. 3** on the agenda was **ADJOURN UNTIL FEBRUARY 4, 2025.**

Chairman Lloyd adjourned the Bethany Development Authority meeting at 8:17 P.M. until February 4, 2025.

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CHAIRMAN

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SECRETARY

## BETHANY DEVELOPMENT AUTHORITY

**From:** Michael Vaughn, Finance Director  
**Date:** January 30, 2025  
**Subject:** Claims list for the 02/04/2025 Bethany Development Authority Meeting

### BETHANY DEVELOPMENT AUTHORITY

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

### ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 88,799.10
Bethany Public Works Authority	\$ 111,177.45
Bethany Hospital Trust	\$ 5,749.75
Bethany Development Authority	\$ -
<b>TOTAL</b>	<b>\$ 205,726.30</b>

### RECOMMENDATION

1. Approve claims as presented.

