
On Thursday, March 27, 2025, at or before 4:59 p.m., agenda was posted at the front door 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.

AGENDA

BETHANY CITY COUNCIL

**TUESDAY, APRIL 1, 2025
6:30 P.M**

**BETHANY CITY HALL
6700 NW 36TH ST
BETHANY, OKLAHOMA**



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 March 18, 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 List is included in the agenda packet.
4. Mayoral Proclamation declaring April 2025 as Autism Awareness and Acceptance Month.
5. Mayoral Proclamation declaring March 29, 2025 as Bethany K9 Veterans Day.
6. Mayoral Certificate of Appreciation for Council Member Dale German.
7. PUBLIC HEARING ITEM: Consideration and possible action regarding a Special Use Request from Vitalii Sorochynskyi, applicant and property owner, to build a 742 square foot accessory structure at 3116 N Eagle Ln.

- A. Presentation by staff and/or interested party.
 - B. Public Comment
 - C. Possible Action
8. Presentation from Bethany Public Schools Superintendent Dr. Reuben Bellows.
 9. 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.)*
 10. Consideration and possible adoption of Resolution No. 1715 designating the week of April 13-19, 2025 as National Telecommunicator Week in the City of Bethany. *(Elizabeth Gray, City Manager)*
 11. Citywide public works projects update by TEIM Design. *(Elizabeth Gray, City Manager)*
 12. Consideration and possible approval of a request by TEIM Design to advertise for bids for the NW 36th and N Council Traffic Signalization and Pedestrian Improvement Project related to General Obligation Bond Proposition 1-C. *(Elizabeth Gray, City Manager)*
 13. Consideration and possible approval of Amendment No. 1 to the contract with All Roads Paving, Inc. for General Obligation Bond Proposition 1-H Paving Project (N Peniel Ave from NW 25th to NW 30th Street) in a deduct amount of \$30,521.67 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 14. Consideration and possible approval to accept General Obligation Bond Proposition 1-H Paving Project (N Peniel Ave from NW 25th to NW 30th Street) as a public improvement and place maintenance bond into effect. *(Elizabeth Gray, City Manager)*
 15. Consideration and possible approval of Construction Contract with SAC Services, Inc. for Oklahoma County ARPA funded 34th Street Healthy Living and Active Community Project for sidewalks and new water meters on NW 34th Street between College and Peniel in the amount of \$78,111.00 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 16. Consideration and possible approval to enter into a 60-month contract with Axon Enterprise, Inc. for police body camera equipment and software totaling \$345,245.15 and authorize the mayor to sign the document on behalf of the City of Bethany. *(Elizabeth Gray, City Manager)*
 17. Executive Session: Discussion regarding water security and vulnerability assessment of the City of Bethany's water resources pursuant to 25 O.S. § 307 (B) (7). *(Ray Jones, City Attorney)*

- A. Enter into Executive Session.
- B. Exit from Executive Session.

18. **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”).*
19. City Attorney’s Report.
20. City Manager’s Report.
21. Mayor and Council Members Comments and Suggestions.
22. Adjourn until April 15, 2025.

BETHANY PUBLIC WORKS AUTHORITY

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2. **New Business** *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
3. Adjourn until April 15, 2025.

BETHANY HOSPITAL TRUST

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BETHANY DEVELOPMENT AUTHORITY

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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.)

NOTICE: On Thursday, March 13, 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, MARCH 18, 2025

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Mayor
	Peter Plank	Vice-Mayor
	Ken Smart	Council Member
	Brian Magirowsky	Council Member
	Chris Powell	Council Member
	Chandra Ford	Council Member
	Kathy Larsen	Council Member
	Burt Falkner	Council Member
	Dale German	Council Member

MEMBERS ABSENT: None

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

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

Mayor Sandoval 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 Smart.
The Flag Salute was conducted by Council Member Falkner.

ITEM NO. 3 CONSENT DOCKET:

- A. APPROVAL OF MINUTES FROM THE MARCH 4, 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 LIST IS INCLUDED IN THE AGENDA PACKET.**
- C. PUBLIC IMPROVEMENT-ROUTINE ITEM: ACCEPTANCE OF 25' EASEMENT LOCATED AT 6400 NW 31ST TERRACE.**
- D. PUBLIC IMPROVEMENT-ROUTINE ITEM: ACCEPTANCE OF EASEMENTS FOR WATER AND SANITARY SEWER LINES LOCATED NEAR NW 23RD AND WILBURN.**
- E. ACKNOWLEDGE MAYOR'S LETTER TO GOVERNOR STITT CONFIRMING THE RESULTS OF PROPOSITIONS NO. 1 THROUGH NO. 4 AS VOTED ON BY THE CITIZENS OF BETHANY ON FEBRUARY 11, 2025, AND CERTIFIED BY THE OKLAHOMA COUNTY ELECTION BOARD.**

A motion was made by Council Member Magirowsky, seconded by Vice-Mayor Plank to approve the Consent Docket. Yes votes: Larsen, Powell, Smart, Sandoval, Magirowsky, German, Falkner, German, Ford. No votes: None. Motion approved.

ITEM NO. 4 on the agenda **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE ACTION REGARDING A REQUEST BY NATALIE HISLE, APPLICANT AND PROPERTY OWNER, TO REZONE HER PROPERTY AT 6601 NW 42ND ST. FROM R-1, SINGLE FAMILY RESIDENTIAL TO C-G, COMMERCIAL-GENERAL. (ELIZABETH GRAY, CITY MANAGER)**

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.

The City Manager Elizabeth Gray reported that this item did not pass the Planning and Zoning Committee. The vote was 6 against the rezone with 2 votes for the rezone.

B. PUBLIC COMMENT

Dolly Campbell- 6809 NW 45th Ct., Bethany
Darla Tompkins-4305 N. Peniel, Bethany
Gary Cummings-6729 NW 39th Expy, Bethany

A motion was made by Council Member Larsen, seconded by Council Member Smart to deny the request by Natalie Hisle, applicant and property owner, to rezone her property at 6601 NW 42nd Street from R-1 to C-G. Yes votes: Smart, Larsen, Ford, Sandoval, Magirowsky, Plank, German, Powell, Falkner. No votes: None. Motion approved.

ITEM NO. 5 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.)**

Maurice & Dora Williams- 5035 N. Rockwell Ave. Bethany-Oklahoma boxing.
Chic Campbell- 6809 NW 45th- Firehouse Training Tower funds.

ITEM NO. 6 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1714, A RESOLUTION TO APPLY FOR 2026 COMMUNITY PROJECT FUNDING THROUGH CONGRESSWOMAN STEPHANIE BICE'S OFFICE FOR THE NW 50TH AND MCMILLAN LIFT STATION REHABILITATION AND UPGRADE PROJECT 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 Resolution No. 1714. Yes votes: Smart, Larsen, Ford, Sandoval, Magirowsky, Plank, German, Powell, Falkner. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF OKLAHOMA CITY AND THE CITY OF BETHANY TO SHARE IN THE FUNDING OF INSTALLING A ROUTE 66 MONUMENT SIGN IN THE CENTER MEDIAN ON NW 39TH EXPRESSWAY NEAR OVERHOLSER DRIVE 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 an agreement between the City of Oklahoma City and the City of Bethany to share in the funding of installing a Route 66 monument sign in the center median on N.W. 39th Expressway near Overholser Drive and authorize the mayor to sign the document on behalf of the City of Bethany. Yes votes: Powell, Larsen, Smart, Sandoval, Ford, Plank, Falkner, German, Magirowsky. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL DECLARING THE PROPERTY LOCATED AT 6400 NW 31ST TERRACE SURPLUS, ISSUING PUBLIC NOTICE, AND ALLOW STAFF TO ENGAGE WITH A REALTOR, BROKER, OR AUCTION SERVICE TO SALE THE PROPERTY AT A MINIMUM SALE VALUE OF \$41,000.00. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Larsen, seconded by Council Member Magirowsky to approve declaring the property located at 6400 NW 31st Terrace surplus, issuing public notice, and allow staff to engage with a realtor, broker, or auction service to sale the property at a minimum sale value of \$41,000.00. Yes votes: Magirowsky,

Smart, German, Plank, Sandoval, Ford, Larsen, Falkner, Powell. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was the **CONSIDERATION AND POSSIBLE APPROVAL TO RE-APPOINT RONALD CROUCH FROM WARD 1 TO THE PLANNING AND ZONING COMMISSION TO SERVE A THREE-YEAR TERM EXPIRING IN 2028. (PETER PLANK AND CHRIS POWELL, COUNCIL MEMBERS)**

A motion was made by Council Member Powell, seconded by Council Member Smart to approve items 9,10, and 11. Yes votes: Magirowsky, Plank, Smart, Sandoval, Falkner, Larsen, Ford, German, Powell. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO RE-APPOINT RONALD CROUCH FROM WARD 1 TO THE PLANNING AND ZONING COMMISSION TO SERVE A THREE-YEAR TERM EXPIRING IN 2028. (PETER PLANK AND CHRIS POWELL, COUNCIL MEMBERS)**

A motion was approved with Item No. 9.

ITEM NO. 11 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL TO RE-APPOINT ROBERT HELTON FROM WARD 1 TO THE PLANNING AND ZONING COMMISSION TO SERVE A THREE-YEAR TERM EXPIRING IN 2028. (PETER PLANK AND CHRIS POWELL, COUNCIL MEMBERS)**

A motion was approved with Item No. 9.

ITEM NO. 12 on the agenda was **DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ABOUT CHANGING DEFINITIONS RELATED TO ELECTRIC BICYCLES, MOTORIZED BICYCLES, AND MOTORIZED SCOOTERS. (CHRIS POWELL, COUNCIL MEMBER)**

Council Member Powell pulled this item from the agenda.

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

None.

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

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

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

Finance Director Michael Vaughn presented the monthly financial report.

City Manager Gray provided updates regarding recent and upcoming events and projects.

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

Each council member was given the opportunity to comment.

ITEM NO. 17 on the agenda was **ADJOURN UNTIL APRIL 1, 2025.**

Mayor Sandoval adjourned the Bethany City Council meeting at 7:17 P.M. until April 1, 2025.

MAYOR

CITY CLERK

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: March 27, 2024
Subject: Claims list for the 04/01/2025 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 88,423.28
Capital Improvement Fund	\$ 22,794.94
Federal Grant Fund	\$ 6,413.39
2022A GO Bond	\$ 108,963.46
2022B GO Bond	\$ 7,500.00
TOTAL	\$ 234,095.07

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 234,095.07
Bethany Public Works Authority	\$ 95,417.31
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 329,512.38

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 01.0 MANAGEMENT						
25-53057	10-004418	CNA SURETY, INC.	CM BOND	3/2025	20250507	175.00
25-53052	10-005321	AMAZON CAPITAL SERVICES, INC	CLOCK FOR BREAKROOM	3/2025	0658619	10.00
25-51171	10-005519	CRAWFORD & ASSOCIATES, P.C.	AUDIT PREP FINANCIALS	3/2025	19429	6,700.00
25-52960	10-005802	FIRETROL PROTECTION SYSTEMS	HYDRO TEST FIRE EXT.	3/2025	100994512	899.50
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	LIABILITY INS.	3/2025	20250401-	1,201.63
25-53182	10-1509	TOM'S SPEEDY LOCK & KEY	SERREKEY CITY HALL	3/2025	70518	135.00
25-51357	10-2274	OZARKA WATER COMPANY	MONTHLY RENTAL/WATER	3/2025	1026033	58.33
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKET FOR FUELING	3/2025	16968	56.93
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	3/2025	INV1212333	197.08
DEPARTMENT TOTAL:						9,433.47
DEPARTMENT: 02.0 FINANCE						
25-53147	10-004418	CNA SURETY, INC.	EMPLOYEE BOND	3/2025	20250416-	328.00
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	LIABILITY INS.	3/2025	20250401	379.12
DEPARTMENT TOTAL:						707.12
DEPARTMENT: 03.0 COURT						
25-53127	10-004767	OKLAHOMA STATE UNIVERSITY	YEARLY OMCCA CONFERENCE	3/2025	032025-0904	975.00
25-53086	10-005321	AMAZON CAPITAL SERVICES, INC	PHONE CORDS	3/2025	8851411	21.80
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	LIABILITY INS.	3/2025	20250401	650.50
25-53146	10-1749	RK BLACK INC.	FEB COPIER	3/2025	IN1216202	28.96
25-53148	10-1749	RK BLACK INC.	MARCH COPIER	3/2025	IN1224769	29.00
25-53125	10-2648	MUNGER PAINTS	PAINT	3/2025	207922	30.29
DEPARTMENT TOTAL:						1,735.55
DEPARTMENT: 04.0 ENGINEERING						
25-52792	10-005900	TEIM DESIGN GROUP, PLLC	JAN. 2025 THRU DEC 31, 25	3/2025	13181	13,630.23
DEPARTMENT TOTAL:						13,630.23
DEPARTMENT: 05.0 POLICE						
25-51352	10-004912	DIGI GROUP	Copier Usage and Rent	3/2025	IN32214	137.61
25-53102	10-005156	COX COMMUNICATIONS INC.	MONTHLY INTERNET/PHONES	3/2025	20250317	385.00
25-53073	10-005373	CARD SERVICES/PI	JANITORIAL SUPPLIES	3/2025	20250317	363.72
25-51527	10-005850	ABC CLINIC	Spay & Neuter Monthly	3/2025	0055	845.00
25-51148	10-006044	HOUSE OF MODS LLC	Fleet Maintenance	3/2025	5668	409.32
25-53069	10-006044	HOUSE OF MODS LLC	Fleet Repairs	3/2025	5675	412.92
25-52692	10-006186	EARNHEART CRESCENT, LLC	Fleet Oil Supply	3/2025	56703	785.00
25-51281	10-006195	GODFREY'S INDOOR SHOOTING	&Uniform Ngu	3/2025	51114647	245.86
25-51282	10-006195	GODFREY'S INDOOR SHOOTING	&Uniform C. Lee	3/2025	S1114643	245.86
25-51283	10-006195	GODFREY'S INDOOR SHOOTING	&Uniform D. Lee	3/2025	S1108721	245.86
25-53018	10-0225	GENUINE PARTS	17-001 20-009 Batteries	3/2025	082659	393.43
25-53032	10-0225	GENUINE PARTS	BRAKES UNIT 17-005	3/2025	082731	518.13
25-51635	10-0465	OK DEPT OF PUBLIC SAFETY	OLETS Monthly	3/2025	LET-018134	549.00
25-51529	10-1063	OG&E	MONTHLY SVC	3/2025	20250306	24.41

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 05.0						
25-53115	10-1085	POLICE				
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	8,750.88
25-53113	10-1509	TOM'S SPEEDY LOCK & KEY SER	Keys	3/2025	70498	35.00
25-53142	10-1509	TOM'S SPEEDY LOCK & KEY SER	GUN RANGE KEYS	3/2025	70498	14.00
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKETFORFUELING	3/2025	16968	2,846.38
25-52156	10-3327	WALKER COMPANIES	Garcia & Johnson	3/2025	169101	95.00
25-53134	10-3518	CHAD MEEK	Reimbursement	3/2025	20250228	14.11
25-51373	10-4090	AT&T MOBILITY	Monthly Firstnet	3/2025	x03192025-	3,429.86
25-51374	10-4090	AT&T MOBILITY	Ethernet Line Monthly	3/2025	20250301-	523.90
DEPARTMENT TOTAL:						21,270.25
DEPARTMENT: 06.0						
25-53136	10-005067	FIRE	CHICKASAW PERSONAL COMMUNIC	3/2025	88272	1,000.00
25-53136	10-005067		STORM SIREN MAINTENANCE	3/2025	88272	1,000.00
25-53060	10-005321	AMAZON CAPITAL SERVICES, IN	JANITORIAL SUPPLIES	3/2025	7289050	247.15
25-53104	10-0130	AMERICAN FIRE & SAFETY	3 WATER EXTINGUISHERS	3/2025	201882	620.25
25-53143	10-0225	GENUINE PARTS	FILTERS AND OIL FOR MOWER	3/2025	083687	27.50
25-53014	10-0336	CASCO INDUSTRIES	HANGING LETTER PATCHES	3/2025	270850	303.00
25-51529	10-1063	OG&E	MNTHLY SVC	3/2025	20250306	210.88
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	3,353.56
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKETFORFUELING	3/2025	16968	284.64
25-51374	10-4090	AT&T MOBILITY	Ethernet Line Monthly	3/2025	20250301-	523.90
25-53133	10-4251	SAM'S CLUB DIRECT FD	CLEANING SUPPLIES	3/2025	20250324	289.06
DEPARTMENT TOTAL:						6,859.94
DEPARTMENT: 07.0						
25-52968	10-004417	COMMUNITY DEV	MCLAIN-CHITWOOD OFFICE	3/2025	233600	28.99
25-52968	10-004417		NAME PLATE	3/2025	233600	28.99
25-52410	10-1069	OKLAHOMA MUNICIPAL LEAGUE	MEMBERSHIP RENEWALS	3/2025	090762	100.00
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	964.38
25-53004	10-1530	THE TRIBUNE	PUBLICATIONS	3/2025	20250314	201.95
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKETFORFUELING	3/2025	16968	113.86
25-51285	10-3196	IMAGENET CONSULTING, LLC	PRINTER UP&DOWNSTAIRS	3/2025	INV1212333	104.74
25-53156	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	3/2025	20250321	18.00
25-53157	10-3348	COUNTY CLERK OKLA COUNTY	LIEN/RELEASE	3/2025	20250326	18.00
DEPARTMENT TOTAL:						1,549.92

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
25-53044	10-005321	AMAZON CAPITAL SERVICES,	INTAPE,COPYPAPER,PENS,BAGS	3/2025	8405027	24.54
25-53080	10-005321	AMAZON CAPITAL SERVICES,	INPHONE CORD&GLOVES	3/2025	9061064	7.99
25-52656	10-005373	CARD SERVICES/P1	PHIL STOWELL 2025	3/2025	15574324	50.00
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	211.40
25-53117	10-2442	SUMNERONE, INC.	COPIER MAINT	3/2025	4229095	73.31
DEPARTMENT TOTAL:						367.24
DEPARTMENT: 08.2 PUBLIC WORKS - STREETS						
25-53044	10-005321	AMAZON CAPITAL SERVICES,	INTAPE,COPYPAPER,PENS,BAGS	3/2025	8405027	28.68
25-52564	10-006180	CENTERLINE SUPPLY INC.	TEN POLES	3/2025	ORD0132507	293.25
25-53161	10-006180	CENTERLINE SUPPLY INC.	20GALS OF RESTRIPIING PAIN	3/2025	ORD138389	578.00
25-53042	10-0609	BOBCAT OF OKLAHOMA CITY	CHAIN FOR SWEEPER	3/2025	P13778	141.49
25-53012	10-0694	HASKELL LEMON CONST CO	2 TONS OF ASPHALT	3/2025	13159	122.40
25-53035	10-0694	HASKELL LEMON CONST CO	2 TONS OF ASPHALT	3/2025	13178	266.40
25-53045	10-0694	HASKELL LEMON CONST CO	2 TONS OF ASPHAT	3/2025	13213	77.60
25-53072	10-0694	HASKELL LEMON CONST CO	2 TONS ASPHALT	3/2025	13252	128.00
25-53081	10-0694	HASKELL LEMON CONST CO	3TONS OF ASPHALT	3/2025	13276	306.40
25-53099	10-0694	HASKELL LEMON CONST CO	TWO TONS OF ASPHALT	3/2025	13299	122.40
25-51529	10-1063	OG&E	MNTHLY SVC	3/2025	20250306	16,223.83
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	1,380.25
25-53009	10-1527	TRAFFIC SIGNALS INC	36TH & COUNCIL	3/2025	17451	500.00
25-53087	10-1527	TRAFFIC SIGNALS INC	REPAIRBROKENLOOPWIRES	3/2025	17457	4,715.00
25-53068	10-1622	WESTLAKE ACE HARDWARE	UTLTYKNIF,CAULK,BOLTS,WAS	3/2025	3504720	98.94
25-53083	10-1622	WESTLAKE ACE HARDWARE	HOSES FOR SPRAYERS	3/2025	3504723	13.90
25-53054	10-2123	HOME DEPOT CREDIT SVCS	TRAILER HITCH UNIT#24-002	3/2025	014472/8020704	62.90
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKETFORFUELING	3/2025	16968	910.84
25-53098	10-2530	IMPROVED CONSTRUCTION METH	OSAW BLADE	3/2025	069426	133.00
DEPARTMENT TOTAL:						26,103.28
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
25-53047	10-005756	OVERHEAD DOOR	FLEET GARAGE DOORS	3/2025	0310754-IN	291.25
25-53029	10-0225	GENUINE PARTS	BATTERY JUMP BOX	3/2025	082724	70.00
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	123.22
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKETFORFUELING	3/2025	16968	56.93
DEPARTMENT TOTAL:						541.40

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
25-53111	10-004996	GOODYEAR COMMERCIAL TIRE & 4 TIRES UNIT #55&22-001		3/2025	255-1031269	243.80
25-53044	10-005321	AMAZON CAPITAL SERVICES, INTAPE,COPYPAPER,PENS,BAGS		3/2025	8405027	91.67
25-53080	10-005321	AMAZON CAPITAL SERVICES, INPHONE CORD&GLOVES		3/2025	9061064	34.60
25-51160	10-005350	FORCE PERSONNEL	TEMP HELP FOR PARKS	3/2025	81741	966.00
25-53055	10-005624	RAY ALBRIGHT STEEL PRODUCTS	STEEL FOR TRAILER HITCH	3/2025	25-1518	57.56
25-53084	10-006243	DOG WASTE DEPOT	FOUR CASES OF DOGGIE BAGS	3/2025	754377	179.08
25-53034	10-0668	HAYES ELECTRIC	PHOTO CELL	3/2025	86772	200.00
25-53036	10-0668	HAYES ELECTRIC	ELECTRICAL WORK	3/2025	86773	750.00
25-51529	10-1063	OG&E	MNTHLY SVC	3/2025	20250306	284.08
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	1,118.90
25-53068	10-1622	WESTLAKE ACE HARDWARE	UTLTYKNIF,CAULK,BOLTS,WAS	3/2025	3504719	17.98
25-53037	10-1726	BETHANY COUNTRY STORE	4X2 GALLONS OF ROUNDUP	3/2025	20250312	218.00
25-53041	10-1726	BETHANY COUNTRY STORE	DREXEL & GREEN DYE	3/2025	20250313	670.72
25-53074	10-1726	BETHANY COUNTRY STORE	CHEMICALS FOR CEMETERY	3/2025	20250318	135.00
25-53107	10-1726	BETHANY COUNTRY STORE	HERBICIDES FOR PARKS	3/2025	20250320	342.00
25-53167	10-1726	BETHANY COUNTRY STORE	DREXEL WITH BLUE DYE	3/2025	20250325	517.00
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKETFORFUELING	3/2025	16968	398.49
DEPARTMENT TOTAL:						6,224.88
FUND TOTAL:						88,423.28

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		PROJECTS >\$25,000				
25-51988	10-005900	TEIM DESIGN GROUP, PLLC	CDBG WATERLINE	3/2025	13178	14,394.94
DEPARTMENT TOTAL:						14,394.94
DEPARTMENT: 40.1		PROJECTS <=\$25,000				
25-52860	10-005756	OVERHEAD DOOR	TWODOORS&MOTOR@PARKS	3/2025	0310729-IN	8,400.00
DEPARTMENT TOTAL:						8,400.00
FUND TOTAL:						22,794.94

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0 Sewer Project						
25-51406	10-005900	TEIM DESIGN GROUP, PLLC	PENIEL WASTEWATER	3/2025	13172	2,595.50
DEPARTMENT TOTAL:						2,595.50
DEPARTMENT: 42.0 Autometed Meter Project						
25-52251	10-005900	TEIM DESIGN GROUP, PLLC	34TH ST. HEALTHY LIVING	3/2025	13173	3,817.89
DEPARTMENT TOTAL:						3,817.89
FUND TOTAL:						6,413.39

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
25-51389	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1-C PRE CONSTRUCTION	3/2025	13179	4,863.16
25-51541	10-005900	TEIM DESIGN GROUP, PLLC	PROP 1A-H INSPECTION	3/2025	13182	1,916.36
25-51272	10-006153	ALL ROADS PAVING, INC.	1-H PENIEL NW 25TH TO 30	3/2025	INVOICE 2	102,183.94
					DEPARTMENT TOTAL:	108,963.46
					FUND TOTAL:	108,963.46

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
<hr/>						
DEPARTMENT: 40.0		Projects				
25-52354	10-005900	TEIM DESIGN GROUP, PLLC	PROP 4-D DRAINAGE	3/2025	13180	7,500.00
DEPARTMENT TOTAL:						7,500.00
FUND TOTAL:						7,500.00

Agenda: 04/01/2025

Item: 7

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 24, 2025
Subject: Consider a special use request from Vitalii Sorochnytskyi, applicant and property owner to build a 742 square foot accessory structure at 3116 N. Eagle Ln.

BACKGROUND

Attached are the minutes and staff report from the Planning and Zoning Commission meeting of March 20, 2025. Motion was made by Steve Marx, seconded by Arvel Williams to recommend approving the special use request at 3116 N. Eagle Ln. The votes are as follows: AYE- James Clemmer, Keith Wright, Steve Marx, Jennifer Edmonson, Arvel Williams. NAY- None. ABSTAIN- None. The motion carried unanimously 5 – 0.

RECOMMENDATION

1. Recommend approving the special use request at 3116 N. Eagle Ln.

ADDITIONAL COMMENTS

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

MINUTES
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
MARCH 20, 2025

MEMBERS PRESENT: James Clemmer, Vice-Chair
Keith Wright
Steve Marx
Jennifer Edmonson
Arvel Williams

MEMBERS ABSENT: Justin Peck, Chair
Ron Crouch
Robert Helton
Trent Reid

STAFF PRESENT: Elizabeth Gray, City Manager
Brett Crecelius, Comm. Dev. Director
Linda Hlinicky, Adm. Assistant

NOTICE: Agenda posted in the lobby and on the front door of Bethany City Hall, 6700 NW 36th St., Bethany, OK 73008 on February 24, 2025 at 3:00 p.m.

James Clemmer, Vice-Chair called the meeting to order and gave the invocation. Motion was made by Arvel Williams, seconded by Steve Marx to approve the March 6, 2025 Planning and Zoning Commission minutes as mailed. The votes are as follows: AYE- James Clemmer, Keith Wright, Steve Marx, Jennifer Edmonson, Arvel Williams. NAY- None. ABSTAIN- None. The motion carried unanimously 5 - 0.

ITEM 1: PC 25-03
Consider a Special Use Request from Vitalii Sorochynskyi, applicant and property owner to build a 742 square foot accessory structure at 3116 N. Eagle Ln. *Item to be heard by the Bethany City Council on the 1st of April, 2025 at 6:30 p.m. in the Council Chambers at Bethany City Hall.*

LEGAL DESCRIPTION: Unpltd PT Sec 19 12N 4W 000 000 PT NE4 SEC 19 12N 4W BEG 142.08FT S of NW/C N/2 SW4 SW4 NE4 TH E283.20FT S3FT E379.82FT S184.91FT W662.54FT N187.91FT TO BEG.

ACTION: Brett Crecelius, Comm. Dev. Director presented the staff report to consider a Special Use Request from Vitalii Sorochynskyi, applicant and property owner to build a 742 square foot accessory structure at 3116 N. Eagle Ln. He reviewed the building characteristics and property lot size at 3116 N. Eagle Ln., and zoning of surrounding properties. The applicant originally applied for and received a carport permit. There is a copy of application in the packet that was submitted to staff,

and it is in our handwriting saying that this is a carport application not an accessory structure. That is a mistake that Matt Biswell, Deputy Fire Chief will expand on in a little bit. After receiving the carport application, the applicant began construction of the project. After noticing the wrong permit was issued, we issued a "stop work order." So now we are here applying for the proper accessory special use permit. The structure will require proper building permits and inspections before continuing and upon completion.

Matt Biswell, Deputy Fire Chief spoke to the Planning and Zoning Commission. I became involved after the City had issued a stop work order for a structure that is 50 to 75 percent constructed on the lot. Mr. Sorochynskyi submitted an application for an accessory structure to the two previous Community Development staff. They corrected applicant, and said no you need a carport permit, to which applicant turned around and submitted a carport permit application. A building permit was issued. Applicant started construction, and city stopped by and said this is not a carport, and a stop work order was issued. It turns out Mr. Sorochynskyi had submitted the plans for exactly what he was going to build. The city redirected him and said you do not need an accessory building permit, but you do need a carport permit; and that the applicant does not have to bring request to the Planning and Zoning Commission. The city got with Mr. Sorochynskyi and worked everything out, and that is why we are here tonight. Also, that is why you see a structure that does not meet our zoning requirements. The applicant thought he had a valid building permit and began construction.

Commissioner Marx asked if the structure has been inspected.

Matt Biswell, Deputy Fire Chief explained the city has not been called out to perform any inspections.

Elizabeth Gray, City Manager stated the applicant is asking permission for the Planning and Zoning Commission to recommend to the City Council that the special use request be approved. Also, if request is approved Matt Biswell, Deputy Fire Chief will be working with the applicant to do proper inspections to make sure structure is built soundly.

Matt Biswell, Deputy Fire Chief stated no structural inspections have been done at this time. Stop Work Order was issued and the applicant agreed to comply with the stop work order until Planning and Zoning Commission hears the special use request. If special use request is approved by the Planning and Zoning Commission and City Council, then we would tackle the building inspections and make sure structure meets the building code. He mentioned on things staff cannot see (as it pertains to inspections) we usually request the applicant have a certified civil engineer to do their test and analysis and we will require a stamped letter from the engineer saying structure will work (if we cannot get to the footings, etc.).

After some discussion about footing(s), Vitalii Sorochynskyi, Applicant and Property Owner of 3116 N. Eagle Ln. spoke about the footings. There was a garage sitting on the existing concrete pad. None of the proposed structure is sitting on the concrete slab. The concrete slab is merely serving as a slab for parking the cars. All the actual weight of the structure is reinforced by nine steel posts.

Commissioner Clemmer asked applicant how deep are the footings for the nine steel posts.

Vitalii Sorochnykyi, Applicant and Property Owner of 3116 N. Eagle Ln. mentioned the footings for posts are three feet deep into the ground.

Commissioner Marx asked if the footings on post have concrete around each post down three feet.

Vitalii Sorochnykyi, Applicant and Property Owner of 3116 N. Eagle Ln. said yes.

Commissioner Marx asked what are the plan dimensions on footing around post.

Vitalii Sorochnykyi, Applicant and Property Owner of 3116 N. Eagle Ln. stated three by three square feet.

Mr. Kevin Carpenter, resident of 3212 N. Eagle Ln. asked about the upstairs of the structure.

Matt Biswell, Deputy Fire Chief stated it is our understanding upstairs will be outdoor living space.

Commissioner Wright asked if there will be any plumbing added.

Vitalii Sorochnykyi, Applicant and Property Owner of 3116 N. Eagle Ln. stated there will only be enough electricity for a couple of lights but no plumbing or HVAC. There will be only the three walls with an open area on the east side.

Motion was made by Steve Marx, seconded by Arvel Williams to recommend approving the special use request at 3116 N. Eagle Ln. The votes are as follows: AYE- James Clemmer, Keith Wright, Steve Marx, Jennifer Edmonson, Arvel Williams. NAY- None. ABSTAIN- None. The motion carried unanimously 5 - 0.

NEW BUSINESS

Brett Crecelius, Comm. Dev. Director mentioned Ms. Hisle's rezoning application was denied at the March 18, 2025 City Council meeting. The applicant will be going to the Board of Adjustment for a special exception request approval.

Motion was made by Steve Marx, seconded by Arvel Williams to adjourn. The votes are as follows: AYE- James Clemmer, Keith Wright, Steve Marx, Jennifer Edmonson, Arvel Williams. NAY- None. ABSTAIN- None. The motion passed unanimously 5 - 0.

ROSTER

Meeting of the

PLANNING AND ZONING COMMISSION

March 20, 2025

Date

BETHANY CITY HALL

6:30 P.M.

Name

Address

Matt Biswell

City of Bethany

Christine + Kevin Carpenter

1804 Sand Oak Street OKC OK

Walter Sorensen

3116 N Eagle Ln

NOTICE: Agenda posted in the lobby and on the front door of Bethany City Hall, 6700 NW 36th St., Bethany, OK 73008 on February 24, 2025 at 3:00 p.m.

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.

THE PLANNING AND ZONING COMMISSION MEETING WILL BE HELD IN THE CITY COUNCIL CHAMBER AT BETHANY CITY HALL - 6700 NW 36TH ST., BETHANY, OK 73008

AGENDA
CITY OF BETHANY
PLANNING AND ZONING COMMISSION
MARCH 20, 2025
6:30 P.M.

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
APPROVAL OF MINUTES OF MARCH 6, 2025
EXPLANATION OF PROCEDURE TO AUDIENCE PLANNING AND ZONING
COMMISSION BUSINESS

ITEM 1: **PC 25-03**
consider a Special Use Request from Vitalii Sorochynskyi, applicant and property owner to build a 742 square foot accessory structure at 3116 N. Eagle Ln.. *Item to be heard by the Bethany City Council on the 1st of April, 2025 at 6:30 p.m. in the Council Chambers at Bethany City Hall.*

LEGAL DESCRIPTION: Unpltd PT Sec 19 12N 4W 000 000 PT NE4 SEC 19 12N 4W BEG 142.08FT S of NW/C N/2 SW4 SW4 NE4 TH E283.20FT S3FT E379.82FT S184.91FT W662.54FT N187.91FT TO BEG.

NEW BUSINESS
ADJOURNMENT UNTIL APRIL 3, 2025

City of Bethany
Planning & Zoning Staff Report
March 20, 2025

CASE NO: PC 25-03

Request: Consider Special Use request by Vitalii Sorochnynski, applicant and property owner, to build a 742 square foot accessory structure at 3116 N. Eagle Lane

Legal Description: UNPLTD PT SEC 19 12N 4W 000 000 PT NE4 SEC 19 12N 4W BEG 142.08FT S OF NW/C N/2 SW4 SW4 NE4 TH E283.20FT S3FT E379.82FT S184.91FT W662.54FT N187.91FT TO BEG

Current Zoning: Single-Family Residential (R-1)

Proposed Accessory Structure Size: 742 ft².

Surrounding Zoning:

Direction	Zoning
North	R-1
South	R-1
East	R-1
West	Oklahoma City

Table 1

Building Characteristics:

	Proposed Structure	Primary Structure
Use	Personal Storage	Single-Family Dwelling
Area (ft ²)	742	1,737
Height (ft)	26 feet 5 inches	1.5 stories (~18 ft)
Roof Pitch	6:12	unknown
Roof Material	Asphalt Shingles	Asphalt Shingles
Exterior Wall Covering	Hardiboard/Vinyl	Brick

Table 2

Background:

The applicant seeks special permission to construct an accessory structure at 3116 N. Eagle Lane. The lot has an area of 2.8 Acres (121,968 ft²) with a 1,737 ft² primary

structure occupying 1.5% of the lot. The proposed dimensions of the foundation would measure 32 ft in width & 23 ft 4 inches in length, yielding an area of approximately 742 ft². This exceeds the allowable limit of an accessory structure (240 ft²) thus special permission is required to construct this building.

Analysis:

The proposed structure exceeds the 240 ft² limit (§150.007) for accessory structures. Under the terms of special use permits, the proposed building may occupy up to 10% of the total property or 50% of the dwelling space (§158.044). With an area of 742 ft², the proposed accessory structure meets both of those clauses. The proposed accessory structure does not meet §158.044 in terms of matching the roof pitch of the primary structure, building material, and exceeds the height of the primary building.

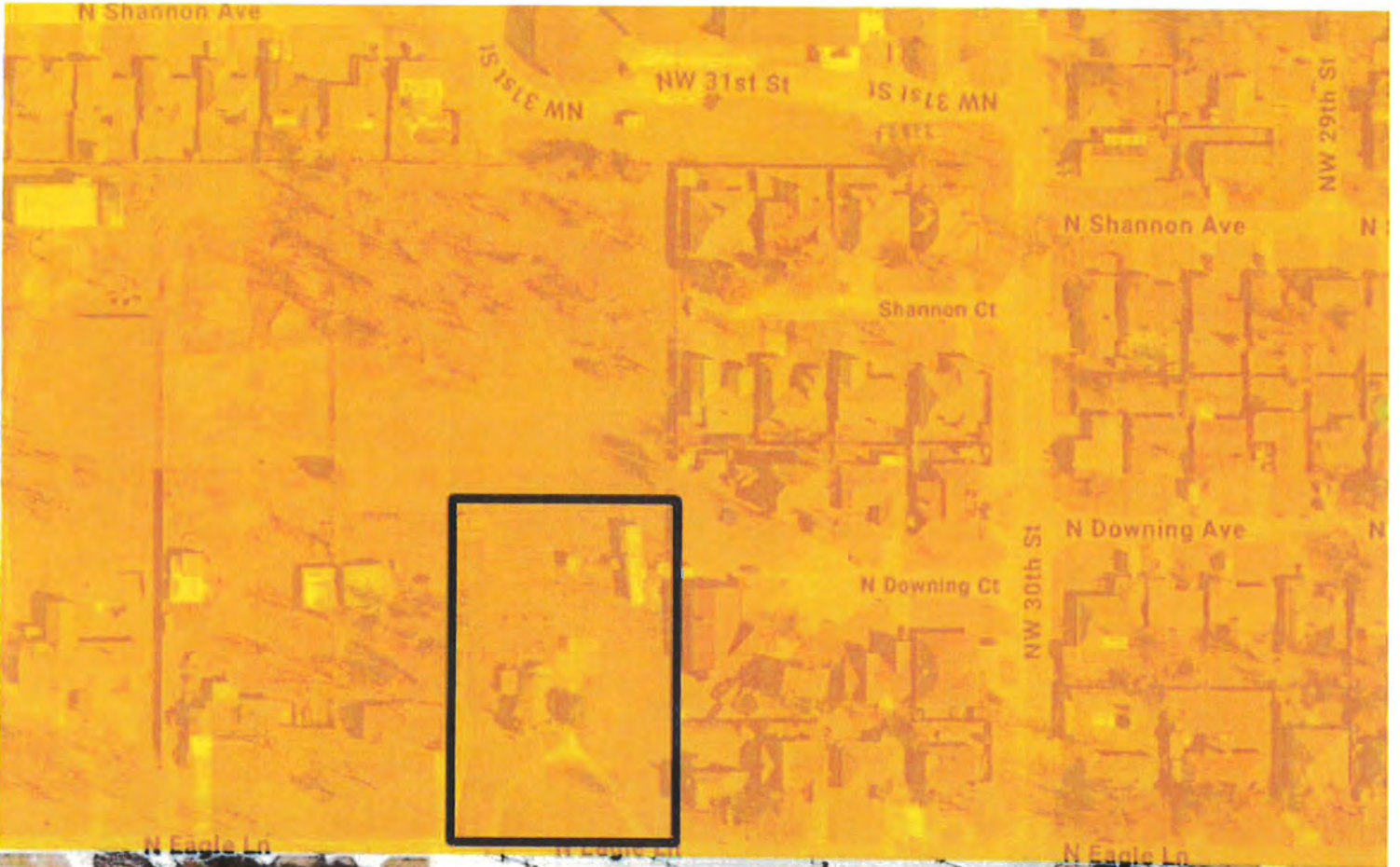
The partially constructed building complies with all setback requirements applicable to the primary building (§158.020.02, 4d). The proposed structure sits within the setbacks of the property: 20' in the rear, 5' and 10' on the sides, and 25' in the front. Additionally, the accessory structure has not been constructed atop utility easements. Should the Planning & Zoning Commission recommend that this request be approved, the city inspector will ensure that all standards are met.

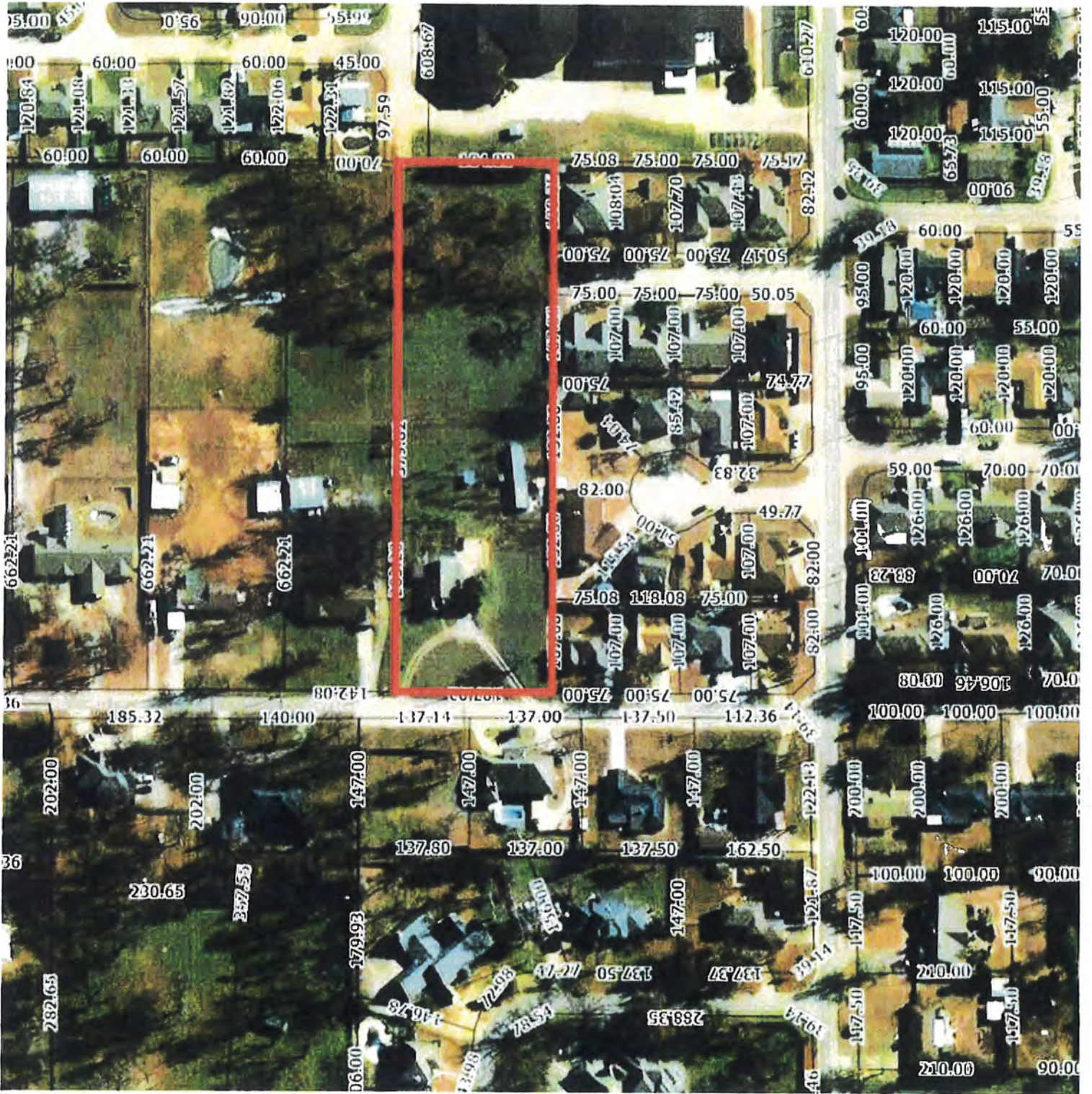
The applicant originally applied for a carport structure to be placed on the property. City staff did not notice that the structure being applied for has additional living space above and was an accessory structure, not a carport. After submitting and receiving approval of the carport, the applicant began construction of the project. Upon realizing the project was an accessory structure, the city issued a "stop work order". The proposed structure will require proper building inspections before continuing construction as the project is completed.

Required Action: Hold a public hearing to provide a recommendation to either approve or deny the applicant's request for a special permit that would allow for the completed construction of a 742 ft² accessory structure.

Attachments:

- Aerial Photographs
- Zoning Map
- Certified Owners List
- Application Documents
- Public Notification
- Site Plans





BETHANY

Oklahoma

Department of Planning & Community Development

February 24, 2025

NOTICE OF HEARING

PLANNING & ZONING COMMISSION AND CITY COUNCIL

Dear Property Owner:

This notice is to inform you that a neighboring property owner has filed an application with the Bethany Planning Department for a special use permit request for property on the attached sheet. All special use permit request applications within the City limits are reviewed by the Planning and Zoning Commission at a public hearing to determine whether the proposal is in conformity with the Comprehensive Plan for the City of Bethany.

We would like to emphasize that the Planning and Zoning Commission does not make the final decision on whether or not to approve the application; it simply makes recommendations on the special use permit request matters to the City Council. The final decision is made by the City Council in a public hearing.

Attached to this notice is information on the hearing dates, the location of the property and the special use permit requested. During the public hearings, the applicant for the special use permit request presents his/her case, and all interested property owners in the surrounding area are invited to appear and state whether they are for or against the proposal.

Your participation in these proceedings can affect the outcome.

If you have any questions regarding this notice, please contact the Community Development Director. Call (405) 789-6005.

SECRETARY
PLANNING AND ZONING COMMISSION

REQUEST FOR A SPECIAL USE PERMIT

(MAP ON BACK)

A. General Information

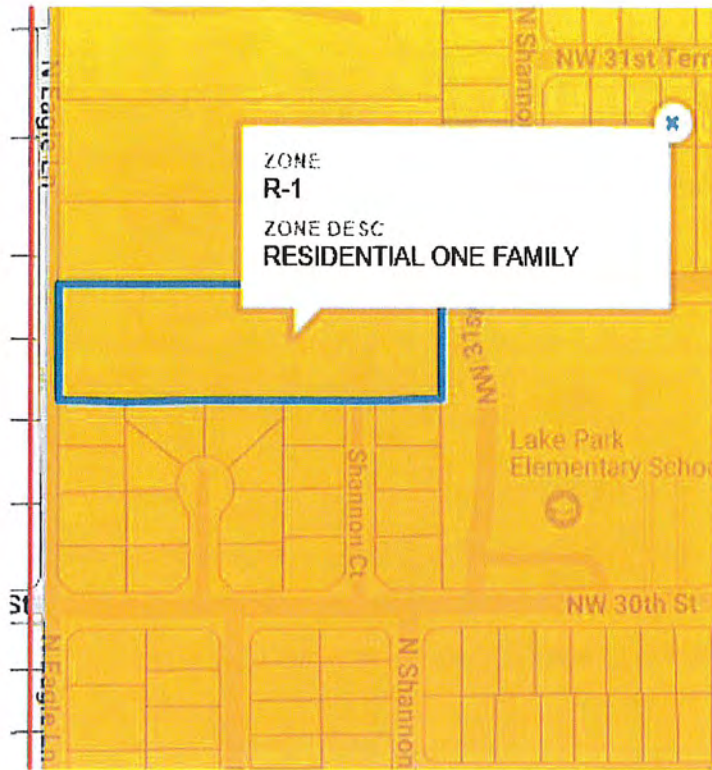
1. Case No.: PC 25-03
2. Location of Property: 3116 N. Eagle Ln.
3. Legal Description: Unpltd PT Sec 19 12N 4W 000 000 PT NE4 SEC 19 12N 4W BEG 142.08FT S of NW/C N/2 SW4 SW4 NE4 TH E283.20FT S3FT E379.82FT S184.91FT W662.54FT N187.91FT TO BEG.
4. Present Zoning: R-1, Single Family Residential
5. Special Use Permit request: Build a 742 square foot accessory structure

B. Hearing Schedule

1. The Planning and Zoning Commission hearing on the proposed special use permit request will be held on March 20, 2025 at 6:30 P.M. At this hearing, any interested citizen will have the opportunity to speak to the Commission concerning the proposed special use permit request. The Commission will vote on whether to recommend approval or disapproval of the proposed special use permit request. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS HEARING.**
2. The Planning and Zoning Commission will then transmit its recommendation to the City Council. The City Council hearing will be held on April 1, 2025 at 6:30 P.M. At this hearing, any interested citizens will have the opportunity to speak to the City Council concerning the request. The City Council will vote either to approve or deny the proposed special use permit request. **IF YOU HAVE AN OPINION ON THE APPLICATION, YOU SHOULD ATTEND THIS MEETING.**

C. Location of Hearing

Both the Planning Commission and City Council hearings are held in the Council Chambers of Bethany City Hall.



Bethany Fire Department
3919 North Rockwell Ave.
Bethany, OK 73008
(405)789-2218

February 10, 2025

Vitalii Sorochnyskyi
3116 N Eagle Lane
Bethany, OK 73008

Mr. Sorochnyskyi,

After our meeting on Friday February 7, 2025, myself, Chief Murray, and City Manager Gray immediately went to work seeking a resolution concerning the mistaken issuance of a carport permit for your accessory structure located at 3116 Eagle Lane Bethany, OK. We have collectively reached the following conclusions, and, with the assistance of the Bethany City Attorney, the steps necessary for achieving compliance with the applicable City of Bethany Ordinances.

It is our understanding that you originally applied for a permit for an accessory structure, you were then instructed by Mr. Summerville that instead of a permit for an accessory structure you needed a permit for a carport. It is also our understanding that you then subsequently submitted a carport permit application, accompanied by the required construction documents, and were issued a carport permit.

Why Mr. Summerville instructed you that you needed a carport permit when the construction documents you submitted clearly met the definition of an accessory structure we do not know, as Mr. Summerville is no longer employed with the City of Bethany and when contacted he could not recall the particulars of the situation. You in fact do need a building permit for an accessory structure. The carport permit you were issued was issued in error. Our intention is not to assign blame or make Mr. Summerville the perceivably convenient "scapegoat", our intention moving forward is to assist you in achieving compliance with the adopted City Ordinances.

I have attached to this letter all of the applicable City Ordinances outlining the special use process. You have been placed on the Bethany Planning and Zoning agenda for the March 20th meeting. Due to our error the City of Bethany will file all of the necessary applications and complete the required posting and notices, we do ask however that you be present at the meeting to answer any questions the committee might have.

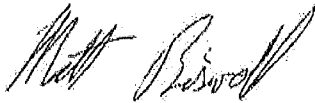
I also ask that you direct any questions or concerns you may have regarding this matter to either myself or Fire Chief Murray. My reason for requesting this is not to deprive you of correspondence with any other representative of the City of Bethany, but merely as a convenience for you. Chief Murray and I will either have the most up to date information, or in

Bethany Fire Department
3919 North Rockwell Ave.
Bethany, OK 73008
(405)789-2218

the event you have a question we cannot immediately answer, can obtain that information in the most expeditious manner.

On behalf of all the City of Bethany staff members involved, I would like to sincerely apologize for any inconvenience our oversight in the issuance of the incorrect permit has caused you. Collectively we are committed to assisting you through the correct process henceforth.

Respectfully,

A handwritten signature in black ink, appearing to read "Matt Biswell". The signature is written in a cursive style with a large, stylized initial "M".

Matt Biswell
Deputy Fire Chief
Bethany Fire Department

Guidelines for Special Use Permit for Accessory Building's Greater than 240' in Size

Projects that most closely follow the conditions listed below will have the most success in gaining City Council approval. The City Council will consider each project on a case by case basis.

The City Council may impose specific conditions regarding location, design, operation, screening and security to assure safety, to prevent a nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar conditions. The City Council may also impose specific design requirements for accessory buildings to assure that such buildings are aesthetically compatible with the surrounding neighborhood. For accessory buildings greater than 240 square feet in size the following additional conditions and restrictions shall apply:

1. The height of the Accessory Building measured at its highest point shall not exceed the height of the primary building measured at its highest point;
2. The Accessory Building shall not be used as a dwelling unit;
3. Roof pitch of the Accessory Building should be the same as the predominant roof pitch of the primary structure;
4. An Accessory Building shall not be located on a lot not occupied by a primary building, except on lots larger than two acres in size.
5. If the primary building on a residential lot is destroyed or removed and not rebuilt within a two year period from time of destruction or removal of the primary building then the Accessory Building shall be removed.
6. Accessory Building(s) approved as a special permit use under this section should not exceed in size the greater of 50% of the gross floor area of the primary building or 10% of the total recorded lot area of the lot on which the primary building is located.

Project Assessment for Accessory Building's Greater than 240' in Size

	<i>Accessory Building</i>	<i>Primary Building</i>
Use	Carport + Living Area	residence
Square footage	742	1,737
Height	26' 5"	~18'
Roof Pitch	6:12	
Roof material	Asphalt Shingles	Asphalt Shingles
Exterior wall covering	Hardboard/Vinyl	Brick
Total Lot Size	2.8 Acres	

**SPECIAL USE PERMIT APPLICATIONS FOR ACCESSORY BUILDINGS
SUPPLEMENTAL QUESTIONNAIRE**

1. Have you been advised that an accessory building **cannot** be used for a home-based business? Please circle: YES or NO

2. Have you located utility lines at the site? Please circle: YES or NO

3. If not, please call OKIE AT 1-800-522-OKIE.

4. Will the building have a garage door? Please circle: YES or NO
If so, what direction will it face?

5. Will you be paving a driveway to the building? Please circle: YES or NO
If yes, please add the driveway location and dimensions to the site plan.
See existing Driveway location

6. Will you be installing a privacy fence or any other type of screening?
Please circle: YES or NO Please describe:

7. Will you run electricity to the building? Please circle: YES or NO

8. Will the building have plumbing? Please circle: YES or NO

9. How tall will the walls of the building be?
Building is 26'5" in height

10. Will the color of the building match the house? Please circle: YES or NO
unknown

SPECIAL USE PERMIT PROCEDURE

1. Check with the Community Development Department to verify the present zoning of the property.
2. Submit a written application to the Bethany Planning and Zoning Commission, setting forth the legal description of the property, the street address or approximate location, the names and addresses of the owners thereof. (Application Form attached).
3. The application shall also be accompanied by a list of the names and addresses of the property owners of record within a three hundred (300) foot radius of the exterior boundaries of subject property, current and certified by bonded abstractor, a registered professional engineer, a registered surveyor, or an attorney.
4. A site plan shall be included with the application.
5. The Planning Staff will make sure your application is complete. The fee for public hearing is **\$63.00**. The application fee for a Special Use Permit is **\$875.00** for commercial and **\$344.00** for residential.
6. Return your application, the required accompanying data and the filing fee to the Community Development Department. Once the application has been received and reviewed for completeness, the Community Development Director will schedule your application on the next available Planning & Zoning Commission Agenda.
7. Legal notice of the request will be published in a newspaper of general circulation in the City of Bethany, as required by State Law. At the same time, every property owner within three hundred (300) feet of the exterior boundaries of your property is notified by letter of your request. These owners and any other citizen may protest if they so desire. Should the owners of fifty percent (50%) of the land within the 300 foot notice area protest your request, an affirmative vote of three-fourths of the members of the City Council is required to approve the special use permit request for your property.
8. The Planning Staff will research and analyze your request and prepare a staff report with recommendation, which will be mailed to each member of the Planning and Zoning Commission and to each member of the City Council.

9. At the next scheduled Planning and Zoning Commission meeting, your request will be considered at a public hearing. You will be sent notice of this meeting and you or your representative must be present. The Planning Staff will introduce your request, and you and any interested citizens will have the opportunity to speak to the Commission concerning your request.
10. At the conclusion of this public hearing the Planning Commission, by majority vote, will recommend that the ordinance to accomplish your requested special use permit either be approved or denied. This recommendation will be transmitted to the City Council.
11. When the Planning Commission has acted upon an application for special use permit, an ordinance shall be prepared and introduced before the City Council at a public hearing on the same date as set forth in the notice to property owners provided in the preceding section. The City Council may continue that hearing from time to time, prior to final action thereon.
12. At the public hearing, the City Council will vote either to adopt or reject the proposed special use permit ordinance. You or your representative must be present at this meeting.
13. Both the Planning Commission and the City Council meetings are held in the Council Room (East Wing), Bethany City Hall, 6700 N.W. 36th St. The Planning Commission meetings begin at **7:00 P.M.** and the City Council meetings begin at **7:30 P.M.** The average special use permit case takes about 50 days from the time we receive the application until final approval.

APPLICATION FOR SPECIAL USE PERMIT

We, the undersigned, being the owners or legal agents for the owners of more than fifty-one percent of the following described property, do hereby make application and petition the City Council to approve the special use permit as hereinafter requested.

Name of Applicant: Vitalii Sorochynskiy Phone #: 405-209-8619

Address: 3116 N. Eagle Ln

Record Property Owner(s): _____ Phone #: _____

Address: _____

Address of Property: 3116 N. Eagle Ln

Legal Description of Property: _____

Proposed Special Permit use: Accessory Use Structure
Over 240 ft² for storage and living space.

Present use of property: Single Family Residence

Size of property (in acres and/or feet): 2.8 Acres

The City Council shall use the following criteria to evaluate your special use permit. You are requested to provide a statement after each of the following criteria statements indicating how your request meets each criteria. Use additional pages if necessary.

1. Will the proposed use be in harmony with the policies of the comprehensive plan?

2. Will the proposed use be in harmony with the general purpose and intent of the applicable Zoning district regulations?
yes

3. Will the proposed use adversely affect the use of the neighboring property?
NO

4. Will the proposed use generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood?
NO

5. Will the facility present a health or safety hazard to neighboring properties or the community at large?
NO

6. Will the facility be located in proximity to elementary or secondary public and/or private schools, or other incompatible uses?
NO

7. Will the utility, drainage, parking, loading, signs, lighting access, and other necessary public facilities to serve the proposed use meet the adopted codes of the City?
yes

-
8. Has the facility obtained all necessary permits to operate under the laws of the State of Oklahoma?
They thought they had but city staff made a mistake.
-

The City Council may impose specific conditions regarding location, design, operation, screening, and security to assure safety, to prevent a nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar conditions. (City of Bethany Ordinance - Section 159.044)

The application shall be accompanied by the following:

- a. Filing Fee.
- b. One (1) copy of the legal description of the property sought for Special Use Permit if not described above.
- c. One (1) copy of site plan.
- d. One (1) copy of the deed(s) of the property.
- e. Certified list of names and addresses of all property owners of record within three hundred (300) feet of the exterior boundaries of subject property.

In order that your application can be heard at the next Planning Commission meeting, the completed application, accompanying information, and filing fees must be submitted before 12:00 noon the day of the deadline.

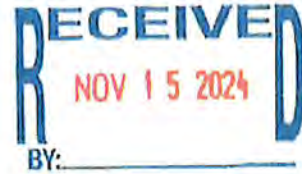
Signature
of Applicant: _____ Phone #: _____ Date: _____

Signature
of Property Owner: _____ Phone #: _____ Date: _____



City of Bethany Carport Application

Void after 30 days



Application must be completed in INK. If submitting plans, provide TWO copies. Submit Application via fax at (405)789-6093, Email to Construction.Application@BethanyOK.org, or submit in person at 6700 NW 36th st., Bethany OK 73008. Contact Community Development at (405)789-6005.

Property Owner Information			
Site Address or Legal Description: 3116 N Eagle Lane Bethany, OK			
Owner's Name: Vitalii Sorochynskiy	Phone: 4052098619	Valuation of Job: 25000	
Owner's address: 3116 N Eagle Lane	City:	State:	ZIP Code:
Location of Project			
Provide a drawing of plans with dimensions of project and distances from design engineered drawings of the structure.			
x Front Yard			Back
Contractor's Information			
Contact Name: self	Phone: 4052098619		
Business Name: VitalitySquared Properties			
Address:	City:		
Note:			
The owner and or applicant are responsible for compliance with Ordinances, and restrictive covenants. City staff cannot author Ordinances, or restrictive covenants. Being issued a building p building code, City Ordinance, or restrictive covenant. The own data and plans for compliance with any applicable requirement.			
Signature of Applicant: <u>Vitalii Sorochynskiy</u>			
FOR OFFICE USE ONLY			
No Special Exception Needed		Special Exception Needed	
Valid License	Insurance	Zoning:	Permit Fee: 69.50
Approved By: <u>[Signature]</u>			Flood Zone:
Date: 11-18-24			
Permit Number: 240783	Date permit issued: 11-19-24	Receipt Number: 0130792	
Carport Ordinance			

*Not an enclosure structure
Just a carport
& should need a carport
permit but not with a
license (it's from code)
Double check if possible
if you get a permit in building, just
attention.*

11-18-24
✓ Brendan Summerville is
OK w/ permit being
put in
Vitalii Sorochynskiy's
name



3116 N Eagle Ln, Bethany, O... X

N Eagle Ln
N Eagle Ln
N Eagle Ln

3116 N Eagle Ln

- Directions
- Start
- Save





Assessment Fact:

Oklahoma County has 1,829 homes valued at more than \$1 Million

[Read more](#)

Larry Stein Oklahoma County Assessor (405) 713-1200 - Public Access System

- Home
- Contact Us
- Guest Book
- Map Search
- New Search

Account: **R173772400** Type: **Residential** Location: **3116 N EAGLE LN**
 Building Name/Occupant: **BETHANY**
 Owner Name 1: **SOROCHYNSKYI VITALII** Parcel PIN#: **2873-17-377-2400**
 Owner Name 2: 1/4 section #: **2873**
 Owner Name 3: Parent Acct:
 Billing Address: **2911 N COUNCIL RD** Tax District: **TXD 581**
 City, State, Zip: **BETHANY, OK 73008** School System: **Putnam City #1**
 Country: (If noted) Land Size: **2.8000 Acres**

Personal Property

Land Value: 120,188

Treasurer:

Sec 19-T12N-R4W Qtr NE UNPLTD PT SEC 19 12N 4W Block 000 Lot 000

Full Legal Description: UNPLTD PT SEC 19 12N 4W 000 000 PT NE4 SEC 19 12N 4W BEG 142.08FT S OF NW/C N/2 SW4 SW4 NE4 TH E283.20FT S3FT E379.82FT S184.91FT W662.54FT N187.91FT TO BEG

Photo	Address	Indexed by relevancy	Comp Report
	2609 N SHANNON AVE BETHANY, OK		05/01/2024 \$220,000
	1307 N CAROL LN OKLAHOMA CITY, OK		09/20/2024 \$188,000
	2801 N MCMILLAN AVE BETHANY, OK		04/04/2024 \$250,500
	909 N LEROY DR OKLAHOMA CITY, OK		07/12/2024 \$240,000
	2901 N WINDSOR BLVD OKLAHOMA CITY, OK		06/24/2024 \$230,000
	8024 NW 30TH ST BETHANY, OK		04/19/2024 \$380,000

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information [HERE](#))

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2024	233,500	222,153	24,436	0	24,436	120.52	\$2,945	\$150
2023	226,000	211,575	23,273	0	23,273	123.06	\$2,864	\$195
2022	201,500	201,500	22,165	0	22,165	112.54	\$2,494	\$0
2021	192,500	192,500	21,175	1,000	20,175	112.07	\$2,261	\$112
2020	158,500	158,500	17,435	1,000	16,435	111.66	\$1,835	\$112

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Account #	Grant Year	Exemption Description	Amount
R173772400	2018	5% Capped Account	0

Recorded in the [County Clerk's Office](#)

Date	Type	Book Page	Price	Grantor	Grantee
9/23/2016	> Deeds	13240 1736	0	BALES TIMOTHY C & TONYA	BALES TONYA
9/23/2016	> Deeds	13240 1738	160,000	BALES TONYA & TIMOTHY C	SOROCHYNSKYI VITALII
5/13/2008	> Deeds	10809 850	0	BALES TIMOTHY C	BALES TONYA
7/20/2001	> Deeds	8156 901	182,500	TLC FAMILY LIMITED PARTNERSHIP SEATON STAN & DIANA	BALES TIMOTHY C & TONYA K
2/28/1996	> Historical	6858 1697	129,000	PIERCE DALE E & MARSHA L	TLC FAMILY LIMITED PARTNERSHIP

-- > >| [1/2]

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	02/14/2025	239,000	233,260	25,657	0	25,657
2024	02/13/2024	233,500	222,153	24,436	0	24,436
2023	02/14/2023	226,000	211,575	23,273	0	23,273
2022	03/15/2022	201,500	198,275	21,810	1,000	20,810
2021	03/19/2021	214,500	214,500	23,595	1,000	22,595

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Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
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No Building Permit records returned.

Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
Click	Improved	Ranch 1 Story	1937	1,737	1 Stories

PC 25.03

Linda Hlinicky

From: Ray Jones
Sent: Friday, February 14, 2025 2:44 PM
To: Elizabeth Gray; Linda Warner; Linda Hlinicky
Subject: P&Z addresses for notice

Linda,

Here are the addresses for the P&Z notice within 300 feet of Mr. Sorochnyski's parcel.

- The Shipley Family Revocable Trust, 9500 NW 164th Street, Piedmont, OK 73078
- MKL Holdings, LLC – Series 3221 N. Shannon, 10509 Fairway Ave., Oklahoma City, OK 73170
- Marlyn Keller, 3217 N. Shannon Ave., Bethany, OK 73008
- The Lyeal and Jean Amos Trust, 3213 N. Shannon Ave., Bethany OK 73008
- OKC Villages, L.L.C., 12101 N. Macarthur Blvd., unit 155, Oklahoma City, OK 73162
- Timothy Finkenbinder, Laurie Finkenbinder, Zonda Martin, Scott Martin, 10913 NW 26th St., Yukon, OK 73099
- ✓ David and Sandi Ransom, 3201 Shannon Ave., Bethany, OK 73008
- Independent School District 1
- Calvin and Hannah Nelms, 3140 N. Eagle Lane, Bethany, OK 73008
- Kevin and Christine Carpenter, 1804 Sand Oak St., Oklahoma City, OK 73127
- Gregory and Miranda Smart, 3139 N. Eagle Lane, Bethany, OK 73008
- The Motley Family Revocable Trust, 3131 N. Eagle Lane, Bethany, OK 73008
- Carl and Nicole Buerson, 3121 N. Eagle Lane, Bethany, OK 73008
- James Baker Gervais Trust, 3128 N. Lakeview Manor Dr., Bethany, OK 73008
- Frank Minera, 3729 N. McMillan Ave., Bethany, OK 73008
- Nancy Rice, 3100 Lakeview Manor Dr., Bethany, OK 73008
- ✓ The Raymond F. McMinn Living Trust, 3117 N. Eagle Lane, Bethany, OK 73008
- Zachary and Victoria Goode, 8401 NW 30th St., Bethany, OK 73008
- Thad and Christine Burk, 3112 N. Eagle Lane, Bethany, OK 73008
- Gregory Rose, 3108 Eagle Lane, Bethany, OK 73008
- JBarger Family Trust, 3104 N. Eagle Lane, Bethany, OK 73008
- James Powers, 3100 N. Eagle Lane, Bethany, OK 73008
- ✓ Preston Lindsey, 8333 NW 30th St., Bethany, Ok 73008
- ✓ Vitality Squared Properties, LLC, 2911 N. Council Rd., Bethany, OK 73008
- Bobby and Sharon Dunavant, 3109 N. Downing Ct., Bethany, OK 73008
- The Motley Joint Trust, 3113 N. Downing Ct., Bethany, OK 73008
- Andrew Knight and Devin Mooney, 3108 N. Downing Ct., Bethany, OK 73008
- ✓ Jim and Elizabeth Graves, 3104 N. Downing Ct., Bethany, OK 73008
- Daugherty Family Revocable Trust, 8329 NW 30th St., Bethany, OK 73008
- Kent W. and Mary E. Dougharty Revocable Trust, 3101 Shannon Ct., Bethany, OK 73008
- Matthew Gibson, 3105 Shannon Ct., Bethany, OK 73008
- James and Pamela Faust, 3109 Shannon Ct., Bethany, OK 73008
- The Jeannie Lynn Valentin Family Trust, 3113 Shannon Ct., Bethany, OK 73008
- Carlos and Mercedes Sanchez, 3112 Shannon Ct., Bethany, OK 73008
- Vantage Point Properties, LLC, 2393 Silver Crossings Cir., Piedmont, OK 73078
- Joseph and Whyneema Becker, 3104 Shannon Ct., Bethany, OK 73008
- Brianna Corrales, 3100 Shannon Ct., Bethany, OK 73008

Best,



Ray

From: Elizabeth Gray <elizabeth.gray@bethanyok.org>

Sent: Wednesday, February 5, 2025 3:56 PM

Subject: upset customer

Mayor and Council,

Just in case you receive calls...Mr. Vitali Sorochnycki of 3116 Eagle Lane requested and received a permit to build a car port. This is what he built... he has been issued a stop work order and is quite upset. Chief Murray is reviewing the case and will be contacting the owner.



Here is the definition of a carport:

CARPORT.

(1) When used in the context of § [158.025](#), means any accessory building constructed in conjunction with the use of a single-family or two-family dwelling and which is:

- (a) Over a paved driveway;
- (b) Abutting the dwelling to which it is accessory;
- (c) Unenclosed, except for the one side abutting the dwelling;
- (d) No more than 25 feet in total length, both within and outside the front setback; and
- (e) No wider than 12 feet for a single garage and/or driveway or no wider than 24 feet for a double garage and/or driveway.

(2) No more than one carport shall be permitted for each dwelling unit.

I anticipate you may receive calls from the owner.

Elizabeth

SPACE FOR PROJECT NAME AND ADDRESS

SHEET INDEX

G00 GENERAL NOTES, ADDITIONAL NOTES,
DESIGN DATA ETC

A01 1ST FLOOR PLAN

A02 2ND FLOOR PLAN

A03 ROOF PLAN

A04 ELEVATION

A05 ELEVATION

A06 ELEVATION

A07 ELEVATION

A08 SECTION

S01 FOUNDATION LAYOUT AND SECTION

S02 1ST FLOOR FRAMING PLAN

S03 2ND FLOOR FRAMING PLAN

S04 ROOF FRAMING PLAN

S05 DETAIL

E01 ELECTRICAL LIGHTING PLAN

PROJECT INFORMATION

PROJECT DESCRIPTION

2 STOREY POOL HOUSE CABANA PLAN

PROJECT SIZE

1ST FLOOR = 384 SFT

2ND FLOOR = 357 SFT

TOTAL AREA = 742 SFT

Date	1/10/2021	Drawn By	WJF
Project No		Checked By	WJF
Revision		Approved By	WJF
Scale	AS SHOWN	Sheet No	C00

PROJECT NAME

POOL CABANA

PREPARED BY:

ARCHIMPLE

COVER SHEET

GENERAL NOTES

- 1 DESIGN AND LOADING ALLOWABLE UNIT STRESS AND DESIGN CRITERIA
 - A. BUILDING CRITERIA FOR REINFORCED CONCRETE ACI 318
 - B. INTERNATIONAL BUILDING CODE
 - C. BUILDING CODE FOR EXISTING BUILDINGS
 - D. CONCRETE AND REINFORCEMENT (NOT APPLICABLE)
 - E. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 318, AND BUILDING CODE
- 2 ALL CONCRETE SHALL DEVELOP MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI IN 28 DAYS
 - A. ALL CONCRETE SHALL DEVELOP MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI IN 28 DAYS
 - B. REINFORCING BARS SHALL CONFORM TO ASTM A615, A616, A617, GRADE 60
 - C. FOUNDATION BARS SHALL BE A MINIMUM OF 2" OVERLAP
 - D. OWNER TO VERIFY PRIOR TO STARTING WORK
 - E. CONCRETE MASONRY UNITS SHALL BE SOLID CORE OR SOLID UNIT MASONRY IN ACCORDANCE WITH ACI C90 AND C145 SHALL HAVE NET AREA COMPRESSIVE STRENGTH OF 1500 PSI
 - F. MORTAR SHALL BE TYPE N IN ACCORDANCE WITH ASTM C270
 - G. WELDED WIRE FABRIC SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ASTM A188
- 3 DESIGN LOADS CRITERIA
 - A. IN ACCORDANCE WITH BUILDING CODE
 - B. AND SECTION 1606 OF THE NATIONAL INTERNATIONAL BUILDING CODE
 - C. WIND FROM INTERNATIONAL BUILDING CODE
 - D. WIND FROM INTERNATIONAL BUILDING CODE
 - E. WIND FROM INTERNATIONAL BUILDING CODE
 - F. WIND FROM INTERNATIONAL BUILDING CODE
 - G. WIND FROM INTERNATIONAL BUILDING CODE
 - H. WIND FROM INTERNATIONAL BUILDING CODE
 - I. WIND FROM INTERNATIONAL BUILDING CODE
 - J. WIND FROM INTERNATIONAL BUILDING CODE
 - K. WIND FROM INTERNATIONAL BUILDING CODE
 - L. WIND FROM INTERNATIONAL BUILDING CODE
 - M. WIND FROM INTERNATIONAL BUILDING CODE
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 - V. WIND FROM INTERNATIONAL BUILDING CODE
 - W. WIND FROM INTERNATIONAL BUILDING CODE
 - X. WIND FROM INTERNATIONAL BUILDING CODE
 - Y. WIND FROM INTERNATIONAL BUILDING CODE
 - Z. WIND FROM INTERNATIONAL BUILDING CODE
- 4 WIND FROM INTERNATIONAL BUILDING CODE
 - A. NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION BY THE NATIONAL FOREST PRODUCTS ASSOCIATION AND DOC PS-20
 - B. TIMBER CONSTRUCTION MANUAL BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION
 - C. DESIGN SPECIFICATION FOR METAL PLATE CONNECTED WOOD TRUSSES BY T.P.I.
 - D. BRACING WOOD TRUSSES COMMENTARY AND RECOMMENDATIONS BY T.P.I.
 - E. WOOD CONNECTORS SPECIFIED IN THE DRAWINGS SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS AND NAIL TO HANDLE MAX LOAD VALUE OF CONNECTOR
 - F. RECOMMENDATIONS AND NAIL TO HANDLE MAX LOAD VALUE OF CONNECTOR
 - G. CONCRETE SHALL BE SOUTHERN PINE #2 OR BETTER
 - H. ALL STRUCTURAL LUMBER SHALL BE #2 SYP, ALL STUDS SHALL BE STUD SFF (ALL LUMBER EXPOSED TO WEATHER, OR AGAINST SOIL, CONCRETE OR MASONRY SHALL BE PRESSURE TREATED)
 - I. ASPHALT SHINGLES (NOT APPLICABLE)
 - J. ROOFING TO COMPLY WITH INTERNATIONAL BUILDING CODE AND BLDG CODE
 - K. SHINGLES SHALL BE 30 YEAR ARCHITECTURAL ASPHALT SHINGLES SHALL MEET OR EXCEED ASTM D715 SHINGLES SHALL BE IN ACCORDANCE WITH ASTM D391, CLASS F OR ASTM D7158, CLASS G OR T-107
 - L. FOR SLOPES LESS THAN 12% INSTALL 2 LAYERS OF UNDERLAYMENT IN ACCORDANCE WITH ASTM D226 TYPE I OR II ASTM D4893, TYPE I OR II
 - M. ROOF SHEATHING (NOT APPLICABLE)
 - N. 15/32" STRUCTURAL GRADE O.S.B. OR STRUCTURAL PLYWOOD NAILED WITH 8D AT 6" O.C. AT SUPPORTED PANEL EDGES AND 4" O.C. AT INTERMEDIATE SUPPORTS ONE PANEL SHEATHING CLIP MUST BE USED BETWEEN SPANS.
 - O. 3/8" SHEATHING GRADE PLYWOOD MAY BE SUBSTITUTED FOR OSB SHEATHING
 - P. ALL SHEATHING SHALL BE MANUFACTURED BY A MEMBER OF THE NAIL & TOOL ASSOCIATION
 - Q. NAILS TO BE METG. BY MEMBER OF INT. STAPLE NAIL & TOOL ASSOCIATION
 - R. PRE-ENGINEERED WOOD TRUSSES SHALL BE DESIGNED IN ACCORDANCE WITH BUILDING CODE APPROVAL PRIOR TO FABRICATION
 - S. APPROVAL PRIOR TO FABRICATION
 - T. APPROVAL PRIOR TO FABRICATION
 - U. APPROVAL PRIOR TO FABRICATION
 - V. APPROVAL PRIOR TO FABRICATION
 - W. APPROVAL PRIOR TO FABRICATION
 - X. APPROVAL PRIOR TO FABRICATION
 - Y. APPROVAL PRIOR TO FABRICATION
 - Z. APPROVAL PRIOR TO FABRICATION
- 5 ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - A. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - B. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - C. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - D. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - E. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - F. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - G. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - H. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - I. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - J. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - K. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - L. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - M. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - N. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - O. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - P. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - Q. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - R. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - S. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - T. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - U. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - V. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - W. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - X. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - Y. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
 - Z. ALL ELECTRICAL INSTALLATIONS MUST MEET THE LATEST EDITION (S.E. EDITION) OF THE NATIONAL ELECTRICAL CODE (NEC)
- 6 DO NOT SCALE PLANS. CONSULT CONTRACTOR OR ENGINEER FOR CLARIFICATION. CONTRACTOR / OWNER SHALL VERIFY ALL EXISTING DIMENSIONS PRIOR TO CONSTRUCTION.

DESIGN DATA

- 1 BASIC WIND SPEED - 140 MPH (@ 3 SEC. GUST)
- 2 RISK CATEGORY II
- 3 WIND EXPOSURE - CATEGORY C
- 4 INTERNAL PRESSURE COEFFICIENT -0.18
- 5 COMPONENT INCLUDING DESIGN WIND PRESSURE -0.0275 -0.4 (FOR DOORS, WINDOWS, & TRANSOMS) UNO (INTERNAL PRESSURE COEFFICIENT +/- 0.18 INCLUDED)
- DESIGN LIVE LOADS (MINIMUM)
 - A) FLOORS - 40 PSF
 - B) BALCONIES - 60 PSF
 - C) ROOFS - 20 PSF
 - D) STAIRS - 50 PSF
- APPLICABLE CODES, INCLUDING ALL REVISIONS
 - BUILDING CODE RESIDENTIAL
 - BUILDING CODE, NEC
 - BUILDING CODE, MECHANICAL
 - BUILDING CODE, PLUMBING
 - FIRE CODE, NFPA 70
 - LIFE SAFETY CODE = NFPA 101
 - ACCESSIBILITY CODE = BUILDING CODE BUILDING
 - ENERGY CODE = BUILDING CODE BUILDING
- METHOD OF DESIGN: THIS STRUCTURE HAS BEEN DESIGNED TO MEET ALL LOAD REQUIREMENTS OF THE BUILDING CODE, RESIDENTIAL
 - BUILDING OCCUPANCY CLASSIFICATION:
 - GROUP A - ASSEMBLY
 - GROUP B - DAY CARE CENTER
 - GROUP C - EDUCATIONAL
 - GROUP D - RESIDENTIAL
 - GROUP E - FACTORY INDUSTRIAL
 - GROUP F - STORAGE
 - GROUP H - HAZARDOUS
 - GROUP I - RECREATION
 - GROUP J - INSTITUTIONAL
 - GROUP K - STORAGE
 - BUILDING CONSTRUCTION TYPE:
 - TYPE I
 - TYPE II
 - TYPE III
 - TYPE IV
 - TYPE V

SHEET INDEX

G00	GENERAL NOTES, ADDITIONAL NOTES, DESIGN DATA ETC
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A02	2ND FLOOR PLAN
A03	ROOF PLAN
A04	ELEVATION
A05	ELEVATION
A06	ELEVATION
A07	ELEVATION
A08	SECTION
S01	FOUNDATION LAYOUT AND SECTION
S02	1ST FLOOR FRAMING PLAN
S03	2ND FLOOR FRAMING PLAN
S04	ROOF FRAMING PLAN
S05	DETAIL
E01	ELECTRICAL LIGHTING PLAN

GENERAL NOTES

GENERAL NOTES, ADDITIONAL NOTES, DESIGN DATA ETC

11 WINDOWS AND DOORS SHALL BE DESIGNED TO MEET AT LEAST THE WIND PRESSURES AND PRESSURES AND THE BUILDING CODE. THE MANUFACTURER OF THE WINDOW AND DOOR SHALL BE FURNISHED BY THE GENERAL CONTRACTOR AS AN ATTACHMENT TO THIS PLAN SET AT THE TIME OF APPLICATION FOR PERMIT.

C IF STRUCTURAL WOOD BUCKS ARE TO BE USED THE BUCK SHALL BE ATTACHED TO THE SUBSTRATE PER THESE PLANS AND THE ATTACHMENT TO THE BUCK SHALL BE PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

12. TREATMENT (SOIL, CHEMICAL, BARRIER METHOD)

A. INSUREMENT SIGN WHICH IDENTIFIES THE TREATMENT PROVIDER AND NEED FOR RE-INSUREMENT SHALL BE POSTED NEAR THE WATER HEATER OR ELECTRICAL PANEL. —BC

B. CONDENSATE AND ROOF DRAIN SPOUTS SHALL DISCHARGE AT LEAST 1'-0" AWAY FROM BUILDING SIDE WALLS. —BC 1503.4.4

C. IRRIGATION SPRINKLER SYSTEMS INCLUDING ALL RISERS AND SPRAY HEADS SHALL NOT BE INSTALLED WITH 1'-0" OF THE BUILDING SIDE WALLS. —BC

D. PROVIDE FOR INSPECTION FOR TERMITE INFESTATION BETWEEN WALL COVERING AND FINAL EARTH GRADE SHALL NOT BE LESS THAN 6 INCHES (EXCEPTION: PAINT OR DECORATIVE CEMENTIOUS FINISH LESS THAN 3/8" THICK ADHERED DIRECTLY TO THE FOUNDATION WALL).

E. SOIL DISTURBED AFTER THE FINAL TREATMENT SHALL BE RETREATED INCLUDING SPACES BOXED OR FORMED. —BC

F. MAKE WITH PERMANENT METAL OR PLASTIC FORMS. PERMANENT FORMS MUST BE OF A MINIMUM 6 MIL VAPOR RETARDER MUST BE INSTALLED TO PROTECT AGAINST RAINFALL DILUTION. IF RAINFALL OCCURS BEFORE VAPOR RETARDER PLACEMENT, RE-TREATMENT IS REQUIRED. —BC

G. CONCRETE OVER-POUR AND MORTAR ALONG THE FOUNDATION PERIMETER MUST BE SOIL TREATMENT MUST BE APPLIED UNDER CONCRETE ON GRADE AND FOOTINGS. —BC

H. AN EXTERIOR VERTICAL CHEMICAL BARRIER MUST BE INSTALLED AFTER CONSTRUCTION IS COMPLETE INCLUDING LANDSCAPING AND IRRIGATION ANY SOIL DISTURBED AFTER THE VERTICAL BARRIER IS APPLIED, SHALL BE RETREATED. —BC

I. ALL BUILDINGS ARE REQUIRED TO HAVE PRE-CONSTRUCTION TREATMENT. —BC

J. A CERTIFICATE OF COMPLIANCE MUST BE ISSUED TO THE BUILDING DEPARTMENT BY LICENSED PEST CONTROL COMPANY BEFORE A CERTIFICATE OF OCCUPANCY WILL BE ISSUED. THE CERTIFICATE OF COMPLIANCE SHALL STATE: "THE BUILDING HAS RECEIVED COMPLETE TREATMENT WITH THE RULES AND LAWS OF THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES." —BC

K. AFTER ALL WORK IS COMPLETED, LOOSE WOOD AND FILL MUST BE REMOVED FROM BELOW AND WITHIN 1'-0" OF THE BUILDING. THIS INCLUDES ALL GRADE STAKES, TUB TRAP BOXES FORMS, SHORING OR OTHER CELLULOSE CONTAINING MATERIAL. —BC

L. NO WOOD, VEGETATION, STUMPS, CARDBOARD, TRASH ETC. SHALL BE BURIED WITHIN 15'-0" OF ANY BUILDING OR PROPOSED BUILDING.

MEANS OF EGRESS:

- 1 MEANS OF EGRESS SHALL COMPLY WITH THE MINIMUM REQUIREMENTS OF LIFE SAFETY CODE
- MECHANICAL AND HVAC:
- 1 ALL MECHANICAL SYSTEMS SHALL COMPLY WITH THE MINIMUM REQUIREMENTS OF —
- EC MECHANICAL VOLUME
- 2 ENERGY CALCULATIONS FOR HEATING AND COOLING CAPACITIES SHALL BE FURNISHED TO THE CONTRACTOR FOR PERMIT
- 3 THE MECHANICAL HEAT PUMP MUST BE SEER 15 OR BETTER AND HSPF OF 8.5 OR GREATER.
- 4 RECOMMENDED HVAC SYSTEM IS 3 TON OR MAX 4 TON SYSTEM.

PROJECT NAME

POOL CABANA

PREPARED BY:

ARCHIMPLE

GENERAL NOTES

DATE: _____

DESIGNED BY: _____

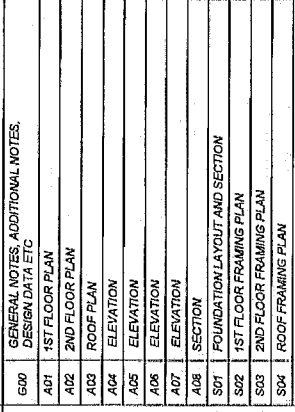
CHECKED BY: _____

DATE: _____

SCALE: _____

PROJECT NO: G00

VICINITY MAP



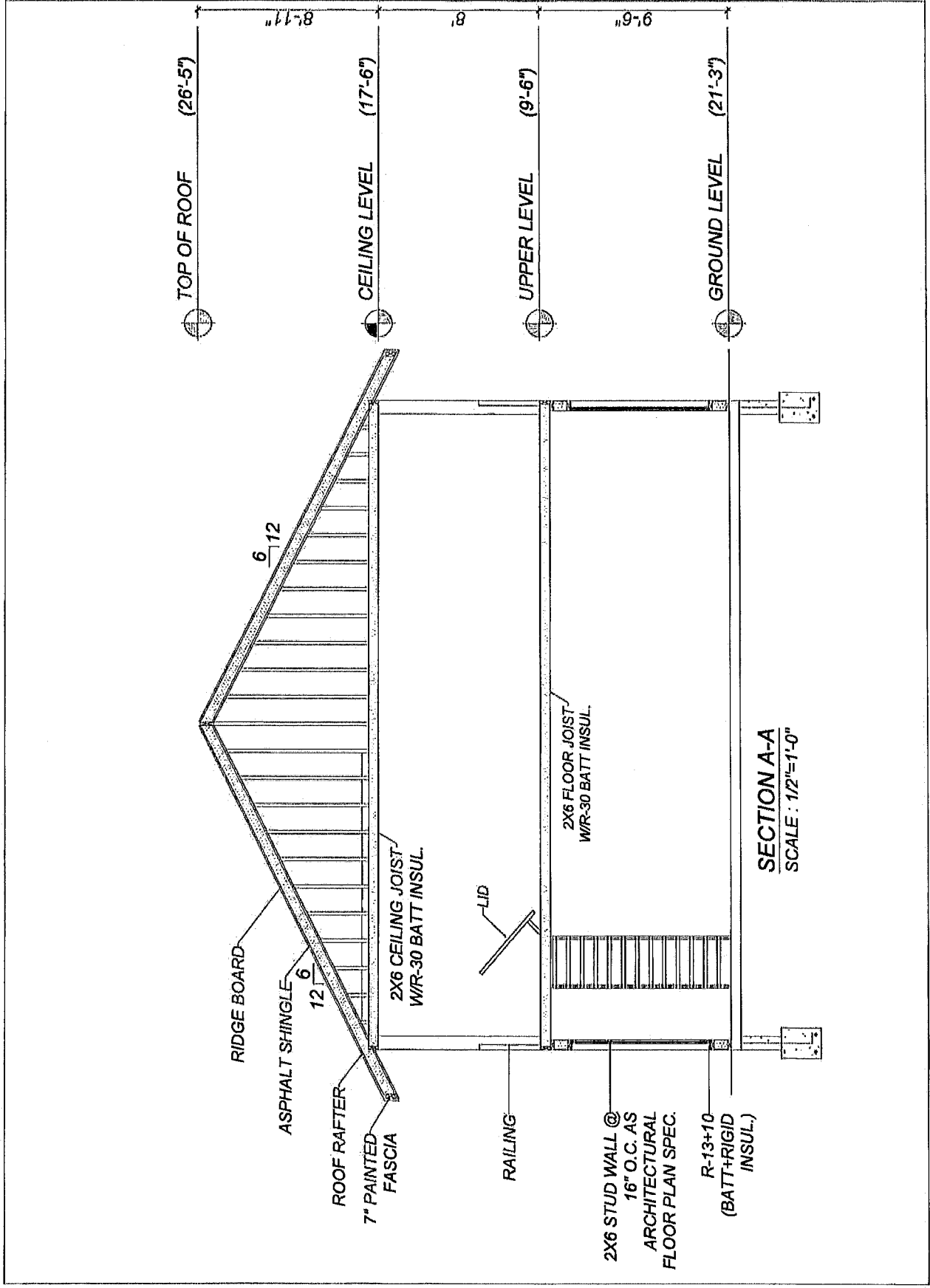
Rev.	By	Checked	Date

PROJECT NAME
POOL CABANA

PREPARED BY
ARCHIMPLE

SECTION

Date: APPROVED
 Prepared By: Checked By: Drawn By: Scale: Drawing No. **A08**



SECTION A-A
SCALE: 1/2"=1'-0"

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: March 27, 2025
Subject: Consideration and possible action designating the week of April 13-19, 2025, as National Telecommunicator Week in the City of Bethany

BACKGROUND

The Association of Central Oklahoma Governments (ACOG) reminds the City of Bethany that in 1991 the U.S. Congress named the second full week in April each year as National Telecommunicator Week.

Our central dispatch professionals staff our call center 24 hours a day. They are the heart of our public safety system for our citizens and are the lifeline for our emergency responders.

Approving the resolution honors our men and women who serve our citizens and employees in this vital capacity.

RECOMMENDATION

1. Approve Resolution No. 1715 designating April 13-19, 2024, as National Telecommunicator Week in the City of Bethany.

ADDITIONAL COMMENTS



RESOLUTION NO. 1715

WHEREAS, in 1991 Congressional resolution named the second full week in April of every year, National Telecommunicator Week; and

WHEREAS, emergencies can occur at any time or any place and require the assistance of police, fire, or emergency medical services; and

WHEREAS, 911 is the Hotline for Help for people in emergency situations, and the 911 call taker's voice is the first assurance that help is on the way; and

WHEREAS, 911 professionals regularly meet the challenges of extremely stressful situations with calmness and efficiency; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of these emergency responders is dependent upon the quality and accuracy of information obtained from citizens who telephone the 911 communications center; and

WHEREAS, Public Safety Dispatchers are the heart of public safety, providing assistance before any other emergency services arrive on scene; and

WHEREAS, Public Safety Dispatchers are a vital link for our emergency responders by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, Public Safety Dispatchers contribute substantially to the apprehension of criminals, suppression of fires and treatment of injuries and illnesses on a daily basis; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of his or her daily job duties.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Bethany, Oklahoma declares the week of April 13-19, 2025, to be National Telecommunicator Week in honor of the men and women whose diligence and professionalism keep our citizens and emergency responders safe.

****END****

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

MAYOR

ATTEST:

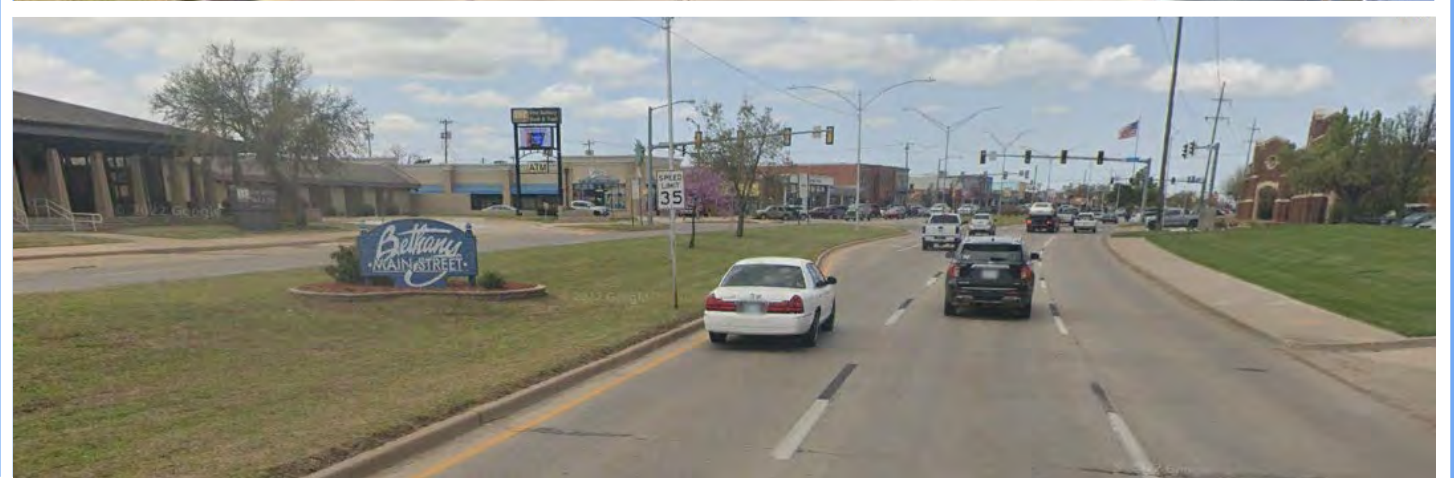
CITY CLERK



CITY OF BETHANY

OKLAHOMA

AGENDA: 04/01/2025
ITEM: 11



PROJECT UPDATES



PROPOSITION 1-C

NW 36TH / COUNCIL ROAD

CITY OF BETHANY



Traffic Signalization and Pedestrian Crosswalk Improvements

- Survey complete
- Design complete
- Right-of-Way/Easements determined
- Anticipate recommending award of project May 20, 2025

PROPOSITION 1-D

PENIEL – 39TH TO 42ND

CITY OF BETHANY



Peniel Ave. from NW 39th Expressway to NW 42nd Street

Reconstruction of Peniel Avenue beginning at NW 39th Expressway extending north approximately 1,300 feet to NW 42nd Street. Reconstruction of Plain Jointed PC Concrete.

- Survey: Complete
- Environmental: Complete
- Roadway Design: Complete. Plan-in-hand held July 26, 2023. Utilities cleared.
- Low Bidder – All Roads Paving - \$408,743.68
Construction anticipated to begin May 2025



NW 30th Street from Rockwell Avenue to Peniel Avenue

Reconstruction of NW 30th pavement beginning at Rockwell Avenue extending east approximately 2,600 feet to Peniel Avenue. Reconstruction of Plain Jointed PC Concrete.

- Survey: Complete
- Environmental: Complete
- Roadway Design: Complete. Plan in hand held July 26, 2023. Utilities cleared
- Project Awarded - All Roads Paving Inc. - \$512,822.57
- Under construction

PROPOSITION 2-A ELDON LYON PARK

CITY OF BETHANY



Repair, improve, remodel, equip, and renovate playground, exercise station, multipurpose shelters, and remodel restroom facilities.

- Restroom facilities have been inspected and evaluated for remodel.
- Multipurpose shelter concepts presented and recommended for approval by the Parks Board.
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Construction substantially complete

PROPOSITION 2-B

RIPPER PARK

CITY OF BETHANY



Acquiring and improving playground equipment, and constructing or remodeling restroom facilities

- Restroom facilities have been inspected and evaluated for remodel
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Restroom remodel has begun.

PROPOSITION 2-C

HENRY GARRISON PARK

CITY OF BETHANY



Acquiring and improving playground equipment, constructing a multipurpose pavilion, and constructing or remodeling restroom facilities

- Restroom facilities have been inspected and evaluated for remodel
- Multipurpose shelter concepts presented and recommended for approval by the Parks Board
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Construction substantially complete

PROPOSITION 2-D

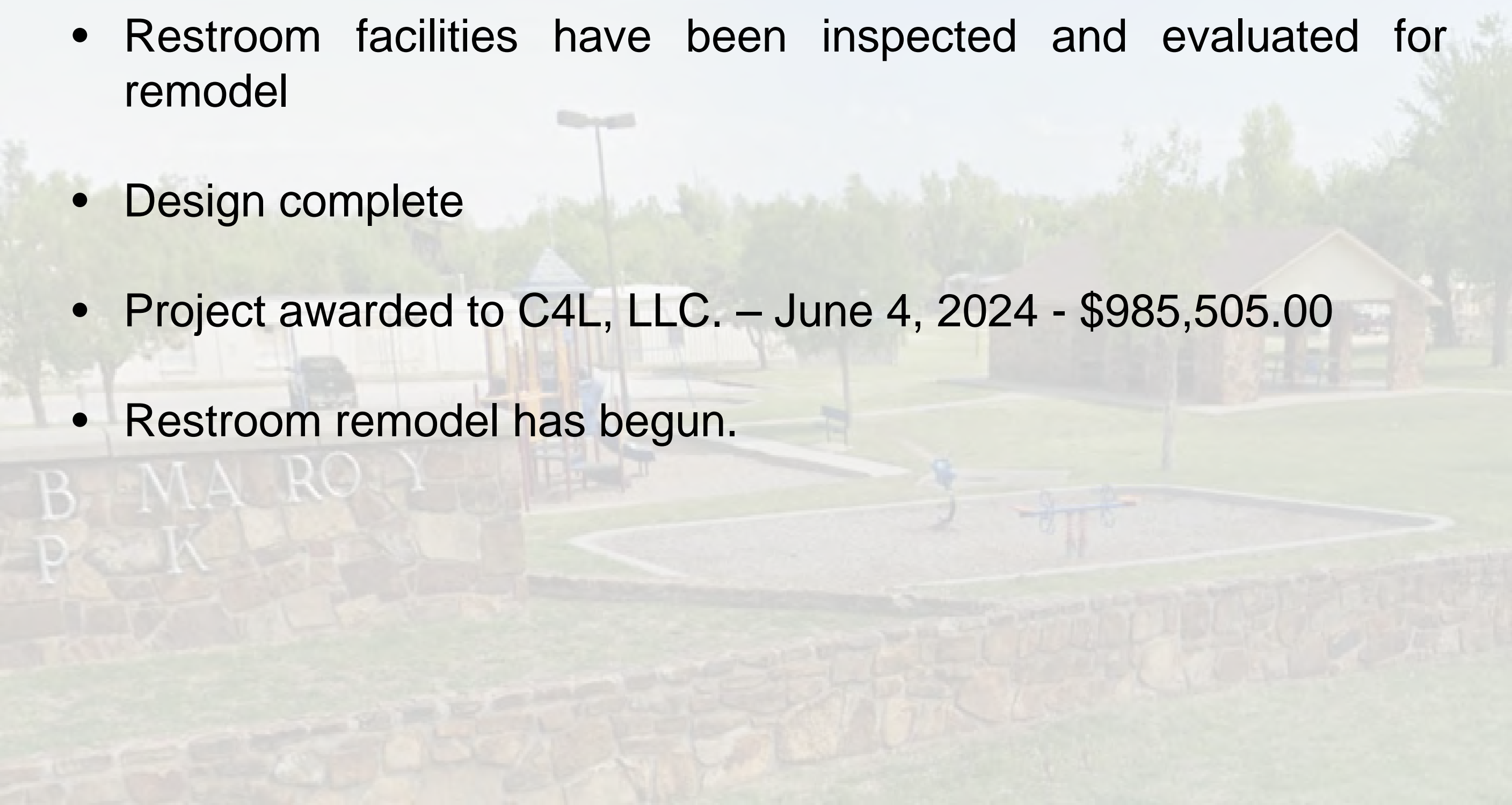
MACRORY PARK

CITY OF BETHANY



Acquiring and improving playground equipment, and constructing or remodeling restroom facilities

- Restroom facilities have been inspected and evaluated for remodel
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Restroom remodel has begun.



PROPOSITION 2-F

CECIL MENDENALL PARK

CITY OF BETHANY



Improving but not limited to constructing restroom facilities

- Funding sources to include 2016 G.O. Bond for restroom and fencing improvements
- New restroom location identified
- Design complete
- Project awarded to C4L, LLC. – June 4, 2024 - \$985,505.00
- Under construction

PROPOSITION 3-C

ANIMAL SHELTER

CITY OF BETHANY



Repairing, renovating, equipping and furnishing the existing animal shelter facility within the City of Bethany located at 5100 North College Avenue

- Geotechnical soil boring – complete
- Footing recommendations – complete
- Survey – complete
- A sanitary sewer has been found that was not shown on any city atlas that is currently under part of the building. Plans to realign the sanitary sewer are complete and have been approved by the ODEQ.
- Bid Let Date: December 21, 2023
- Apparent low bidder – Luckinbill - \$123,792.00 – Construction complete
- Building expansion low bidder – C4L - \$205,000.
- Under construction

PROPOSITION 4-A DRAINAGE

CITY OF BETHANY



Constructing, improving, enlarging, engineering, equipping, and repairing storm drainage facilities within the City of Bethany. These projects may be completed in phases and funds provided by other governmental agencies and other sources may be used to complete these projects.

- Identifying and prioritizing CMP's under pavement
- Identifying additional funding sources
- Pipe inspection complete at 6 locations.



American Rescue Plan Act funded Water Meter Replacement Matching \$1,500,000 Grant

- Project approved by OWRB on June 20, 2023, plans advertised for bids
- Pre-bid meeting held June 21, 2023. Bids opened June 29, 2023.
- Phase 1 bid awarded at City Council on July 18, 2023 to S.W. Water Works in the amount of \$2,544,540.00
- Construction began in October 2023 with anticipated completion in early 2025.
- 1400 meters replaced with 73 additional meters identified.
- New ultrasonic meters are already being installed with new construction projects in the City.

ARPA FUNDED PROJECTS

SANITARY SEWER REPLACEMENT

CITY OF BETHANY



American Rescue Plan Act funded Sanitary Sewer Replacement on Peniel, in the amount of \$3,372,692

- Project includes lift station and sanitary sewer line replacement
- Video of existing sewer line complete
- Survey is complete
- Lift Station at NW 31st and Peniel and associated gravity main design complete and permit received from ODEQ. Project awarded to Urban Contractors - \$1,801,015.00.
- Currently reviewing project submittals.
- Construction scheduled to begin June 2025.





- Existing wellfield production 3.01 MGD
- Re-drilling water wells to increase production by 1.1 MGD
- Rehabilitating wells to increase production by 0.3 MGD
- Increase capacity in wellfield transmission lines to transport increased production to the water treatment plant
- Current ARPA funding is \$4.6 million
- Project awarded to Diversified Construction – March 19, 2024 - \$3,675,455.00
- Under construction
 - Drilling complete for wells 8, 26,& 27
 - North wellfield transmission pipe installation complete
 - Well rehab, piping, and electrical ongoing for wells 5 & 9
 - Installing new pumps and motors for wells 26 & 27



Water Treatment Plant Granular Activated Carbon (GAC) Filter Upgrades

- Repair and upgrade one damaged and out of service GAC filter
- Upgrading 3 GAC filters with additional piping, diffusers, and anchoring system for more efficient and enhanced operations
- Full scale pilot study to confirm plant can meet future water quality standards
- Apply for possible loan forgiveness for the project from the Oklahoma Department of Environmental Quality (ODEQ)



NW 25th and Shannon Lift Station Replacement

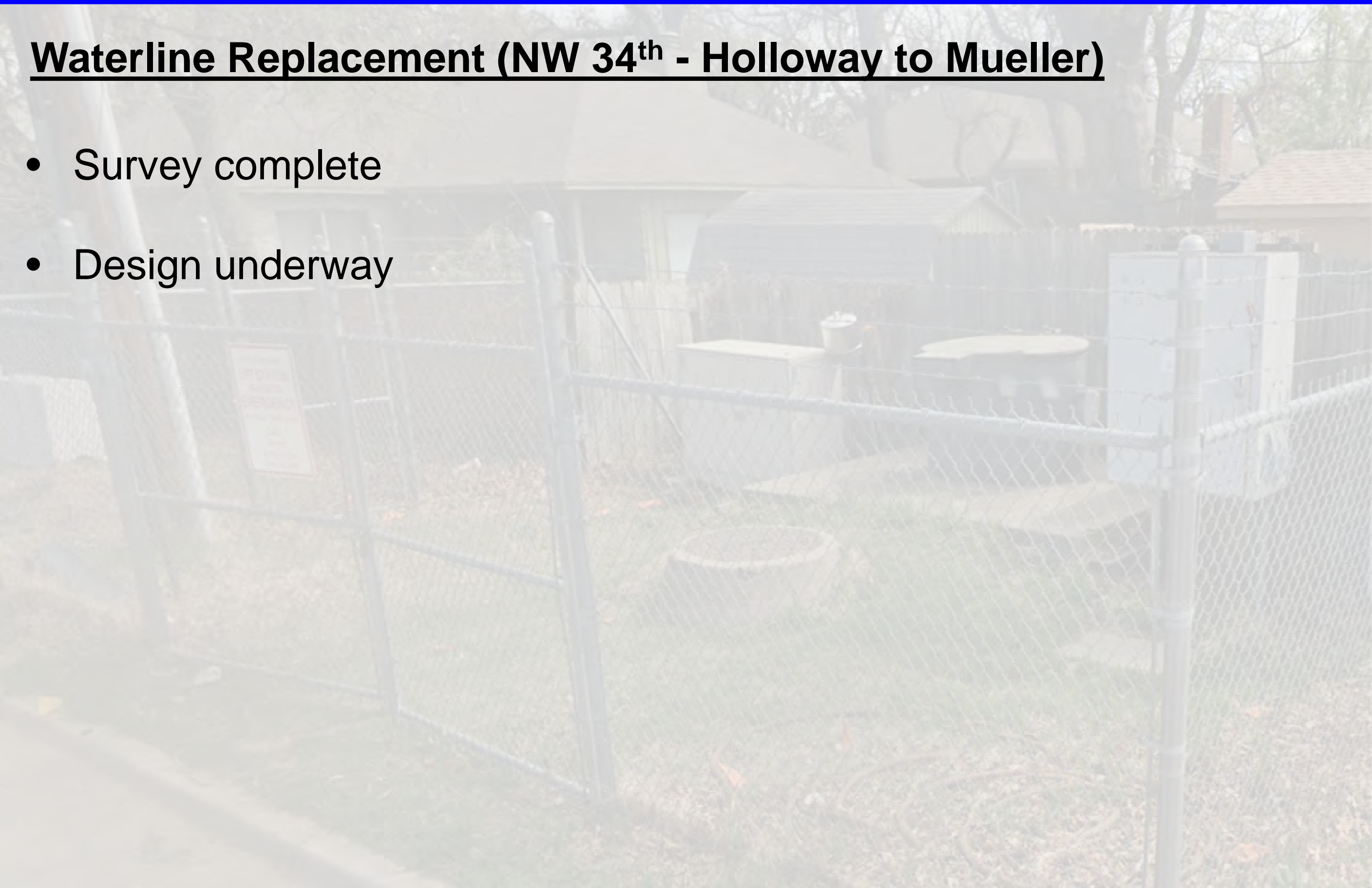
- Survey complete
- Environmental Categorical Exclusion Application – complete and submitted to EPA.
- Design underway
- Preliminary workplan submitted to the Environmental Protection Agency (EPA). National Environmental Policy Act (NEPA) coordination underway.
- Oklahoma Historical Society and Oklahoma State Archeologists approved the project.
- Project submitted for funding by the EPA through Grants.Gov.





Waterline Replacement (NW 34th - Holloway to Mueller)

- Survey complete
- Design underway





NW 50th and McMillan Lift Station Rehabilitation and Upgrade

- New chopper pumps
- Upgraded electrical system
- New valves and piping
- Applied for 2026 Community Project Funding opportunity through Congresswoman Stephanie Bice's office.

SIDEWALK PARTNERSHIP PROGRAM PROJECT PHASE I

CITY OF BETHANY



NW 43rd – Asbury to College

N. Mueller – NW 43rd to NW 44th

N. Mueller – South of NW 42nd

- Survey complete
- Design underway



NW 34th Street Healthy Living and Active Community Project, Between College and Peniel.

- Survey complete
- Design complete
- Project low bid – SAC Services \$78,111.00



NW 30th Street and Wilburn Sewer Line Project

- Survey complete
- Design complete
- ODEQ permit approved
- Easement staked for construction

COMPLETED PROJECTS

CITY OF BETHANY



G.O. BOND PROJECTS

Proposition 1-A	NW 23 rd & Rockwell	\$384,745.14
Proposition 1-B	NW 36 th & Rockwell	\$434,655.74
Proposition 1-F	Mueller – NW 44 th to NW 50 th	\$524,411.60
Proposition 1-G	N. Divis – NW 36 th to NW 39 th Expressway	\$478,899.28
Proposition 1-H	Peniel – NW 25 th to NW 30 th	\$329,177.74
Proposition 2-B	Ripper Park Pickleball Courts – TSET Funded	\$89,000.00
Proposition 2-E	Ron Clark Park – TSET Funded	\$40,000.00
Proposition 3-A	Fire Station	\$1,356,611.00
Proposition 3-B	Police Headquarters Addition	\$360,780.00
Proposition 3-B	Roof Replacement	\$442,439.00

ARPA PROJECTS

Sanitary Sewer Replacement-Force Main (Peniel – NW 25 th to NW 32 nd)	\$827,503.66
Oklahoma County Funded Water Meter Project (260 meters)	\$250,000.00

ODOT PROJECTS

CRSSA Mill & Overlay – 23 rd & Rockwell	\$609,161.00
SH-66 Pedestrian Improvement Project	\$2,266,000.00
NW 23 rd Street Sidewalk Project	\$396,779.35

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: April 1, 2025
Subject: Request Permission to Advertise for Bids for N.W. 36th and N. Council traffic signalization and pedestrian improvement project, G.O. Bond Proposition 1-C

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1, that included Project 1-C, N. W. 36th and N. Council traffic signalization and pedestrian improvement project.

On January 16, 2024, the City of Bethany entered into a contract for engineering and design services with TEIM Design, LLC.

TEIM Design now requests permission to advertise for bids.

RECOMMENDATION

1. Approve permission to advertise for bids for N.W. 36th and N. Council traffic signalization and pedestrian improvement project, G.O. Bond Proposition 1-C.

ADDITIONAL COMMENTS

Funds for this project come from General Obligation Proposition 1 funds





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 18, 2025

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

Re: Request Permission to Advertise for Bids the NW 36th and N. Council Traffic Signalization and Pedestrian Improvement Project, G.O. Bond Proposition 1-C.

Dear Ms. Gray,

We are requesting permission to advertise for bids the NW 36th and N. Council Traffic Signalization and Pedestrian Improvement Project, G.O. Bond Proposition 1-C.

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

**NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN
IMPROVEMENT PROJECT, G.O. BOND PROPOSITION 1-C**

for the
**CITY OF BETHANY
OKLAHOMA**



BY:

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

TEIM Design, PLLC Project No. ET460

March 2025

APPROVAL SHEET

NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN
IMPROVEMENT PROJECT, G.O. BOND PROPOSITION 1-C

CITY OF BETHANY, OKLAHOMA

SUBMITTED BY
TEIM DESIGN, PLLC

THIS 18 DAY OF March, 2025



Patrick James Garrett, P.E.



NOTICE TO BIDDERS

Notice is hereby given that the City of Bethany will receive sealed bids in the **Office of the City Clerk, located at Bethany City Hall, 6700 N.W. 36th Street, Bethany, Oklahoma, 73008** until **11:00 a.m.** on _____ the _____ day of _____, 2025, for the construction of:

NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT PROJECT, G.O. BOND PROPOSITION 1-C

CITY OF BETHANY, OKLAHOMA

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

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

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

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

The City of Bethany reserves the right to reject any or all bids. Bids will be opened at **11:00 a.m.** on _____ the _____ day of _____, 2025, in the **City Hall Building, 6700 N.W. 36th Street, Bethany, Oklahoma 73008**.

A mandatory pre-bid conference will be held at the City Hall Building, 6700 NW 36th Street, Bethany, Oklahoma 73008 on Wednesday, _____, 2025, at 11:00 a.m. Attendance at the pre-bid conference is mandatory.

City Clerk

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ATTACHMENT – CONSTRUCTION PLANS

GENERAL PROVISIONS

GENERAL PROVISIONS

DEFINITION OF TERMS

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

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

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

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

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

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

CALENDER DAY - Any day of the year.

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

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

CITY BUILDING DEPARTMENT - The City Building Department.

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

CITY MANAGER - The Manager of the City.

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

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

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

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

COUNCIL - The Council of the City.

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

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

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

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

FURNISH - To supply.

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

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

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

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

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

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

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

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

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

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

PROVIDE - To furnish and erect or install.

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

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

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

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

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

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

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

REQUIREMENTS FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

SCOPE OF WORK

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

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

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

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

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

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

Payment of extra work will be made as hereinafter provided.

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

CONTROL OF THE WORK AND MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.64 - Public Liability and Property Damage Insurance.

A. Contractor's Insurance

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

B. Owner's Insurance

1. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:
2. Bodily Injury Liability in an amount not less than \$500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, and an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident an aggregate limit of \$1,000,000.00.
4. Builder's Risk Insurance.
 - a. Extended coverage – The Construction Contractor shall procure and shall maintain, during the term of the Contract, builder's risk insurance (broad form coverage, including theft, fire coverage on building construction and/or renovation) on one hundred percent (100%) of the construction cost **plus** \$10,000, which is that portion of the City's deductible for property damage insurance applicable to the project facility. Such insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project by formal action of the City Council. The Contractor shall be named as insured and the City and/or any participating public trust (as their interests may appear) shall be named as additional insureds.

- b. Scope of Insurance – The insurance required above shall provide protection for the Construction Contractor, the City and any participating public trust, respectively, against damage claims which may arise from activities, omissions or operations under the Contract, whether such activities, omissions or operations are caused by an insured or by anyone directly or indirectly employed by an insured and, also, against any of the special hazards which may be encountered in the performance of the Contract. Neither the Construction Contractor nor any of its subconsultants, employees, or agents shall commit any act, operation or omission which would vitiate or impair the insurance coverage hereunder.
 - c. Materials, supplies and equipment stored off site – The Construction Contractor shall provide insurance on all stored materials, supplies and equipment when stored off site.
- C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.
- D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

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

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

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

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

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

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

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

PROSECUTION AND PROGRESS

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

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

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

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

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

Engineer, then the Engineer may withhold all estimates which are or may become due or may suspend work until such orders are complied with.

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

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

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

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

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

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

2.81 - Partial Payment. Each month, the Engineer shall prepare and deliver to the City a statement showing as completely as practicable the total value of all work done by the Contractor up to and including the first day of the preceding month. This statement shall also include the value of all materials which meet the requirements of the specifications which have been delivered to and remain unused at the site of the work, and the quantity of which is within that needed for the completion of the work.

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

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

of work with specified amounts for each incomplete or defective item of work, is due and payable on or before the 15th day after the date of the Certificate of Completion or Certificate of Substantial Completion, subject to the procedure adopted by the City for processing claims.

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

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

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

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

SPECIAL PROVISIONS

SPECIAL PROVISIONS

GENERAL

This project consists of furnishing labor and materials and related incidental work required to make **NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT PROJECT, G.O. BOND PROPOSITION 1-C, CITY OF BETHANY, OKLAHOMA.**

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

PROJECT DURATION

The work shall be commenced ten (10) days from the date on which a Work Order is issued and completed with a 180 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 Traffic Signal Installation Contractor "A" and the paving sub-contractor in the area of Paving Contractor "C" under the provisions of the City of Oklahoma City Ordinance No. 26,614 approved December 9, 2020.

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

PROJECT LOCATION

NW 36TH AND N. COUNCIL, CITY OF BETHANY.

QUANTITY

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

AMOUNT

This contract will be awarded for the base bid amount.

MATERIALS

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

BASIS OF PAYMENT

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

AWARD OF CONTRACT

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

APPROVAL OF MATERIALS

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

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

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

INSTALLATION OF EQUIPMENT

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

OPERATING DATA AND PROCEDURES INFORMATION

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

GUARANTEE

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

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

CLEAN-UP

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

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

REMOVAL OF EQUIPMENT

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

MATERIALS AND WORKMANSHIP

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

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

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

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

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

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

CORRECTION OF WORK AFTER FINAL PAYMENT

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

MEASUREMENT AND PAYMENT

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

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

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

WAGE RATES

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

PRE-BIDDING INSPECTION OF SITE

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

BID REJECTION

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

RETAINAGE

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

REMOVE AND REPLACE FENCES

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

BARRICADES AND WARNING SIGNS

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

PROTECTION OF EXISTING STRUCTURES

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

TREE REMOVAL

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

SUB-SURFACE CONDITIONS

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

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

LAYOUT OF WORK AND SURVEYS

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

PROTECTION AND RESTORATION OF PROPERTY

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

misconduct in the manner or method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of non-execution thereof, on the part of the Contractor, he shall restore at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed or he shall make good such damage for injury in an acceptable manner.

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

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

Technical specifications for this project are included in the attachments.

TRAFFIC CONTROL

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

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

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

WITNESSETH:

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

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

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PROJECT, G.O. BOND PROPOSITION 1-C**

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:

**NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT
PROJECT, G.O. BOND PROPOSITION 1-C
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:

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PROJECT, G.O. BOND PROPOSITION 1-C
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:

**NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT PROJECT, G.O. BOND PROPOSITION 1-C
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

**NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT
PROJECT, G.O. BOND PROPOSITION 1-C
CITY OF BETHANY, OKLAHOMA**

TEIM Design, PLLC Project No. ET460.00

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

DOCUMENTS REQUIRED FOR THIS BID

- Bid Form
- Detailed Bid Form (if provided in the Bidding Documents)
- Bid Bond
- Anticollusion Affidavit
- Affidavit of Surety
- Business Relationship Affidavit
- Certificate of Non-Discrimination
- Affidavit of Non-Boycotting of Energy Companies

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

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

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

BID FORM

Project Number: **TEIM Design, PLLC Project No. ET460.00**

Description: **NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT PROJECT, G.O. BOND PROPOSITION 1-C**

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.

**NW 36TH STREET AND COUNCIL ROAD TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT PROJECT
DETAILED BID FORM**

Item Number	Title	Unit	Quantity	UNIT COST	TOTAL COST
1	MOBILIZATION	LUMP SUM	1		
2	EROSION AND SEDIMENT CONTROL	LUMP SUM	1		
3	UNCLASSIFIED EXCAVATION	CUBIC YARD	30		
4	AGGREGATE BASE (TYPE A)	CUBIC YARD	50		
5	CURB AND GUTTER (2FT-8IN) (6IN BARRIER)	LINEAR FOOT	169		
6	REMOVE AND RELOCATE SIGN	EACH	4		
7	REMOVE SIDEWALK	SQUARE YARD	65		
8	REMOVE CURB AND GUTTER	LINEAR FOOT	169		
9	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	LUMP SUM	1		
10	4 INCH CONCRETE SIDEWALK	SQUARE YARD	175		
11	TACTILE MARKERS/TRUNCATED DOMES	SQUARE FOOT	110		
12	STRUCTURAL REMOVAL	LUMP SUM	1		
13	SOLID SLAB SODDING	SQUARE YARD	120		
14	2" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	LINEAR FOOT	160		
15	3" PVC SCH. 40 PLASTIC CONDUIT BORED	LINEAR FOOT	270		
16	3" PVC SCH. 40 PLASTIC CONDUIT TRENCHED	LINEAR FOOT	50		
17	PULL BOX (SIZE II)	EACH	4		
18	STRUCTURAL CONCRETE	CUBIC YARD	3		
19	REINFORCING STEEL	LBS	260		
20	(PL)REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LUMP SUM	1		
21	(PL)REMOVE & RESET TRAF.SIG.EQUIPMENT	LUMP SUM	1		
22	10' MTG. HT. TS PED. POLE (G.STL.)	EACH	6		
23	1/C NO.6 ELECT.COND.	LINEAR FOOT	60		
24	1/C NO.10 ELECT.COND.	LINEAR FOOT	340		
25	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	EACH	1		
26	(PL)DETECTION SYSTEM (RADAR)	LUMP SUM	1		
27	PEDESTRIAN PUSH BUTTON	EACH	8		
28	1WAY 2SEC. ADJ. PED. SIG. HD. S-20	EACH	8		
29	1WAY 3SEC. ADJ. SIG. HD. S-6	EACH	8		
30	1WAY 4SEC. ADJ. SIG. HD. S-13	EACH	4		
31	BACKPLATE	EACH	12		
32	5/C TRAFFIC SIGNAL ELECTRICAL CABLE	LINEAR FOOT	2320		
33	7/C TRAFFIC SIGNAL ELECTRICAL CABLE	LINEAR FOOT	475		
34	21/C TRAFFIC SIGNAL ELECTRICAL CABLE	LINEAR FOOT	480		
35	2/C SHIELDED LOOP DETECTOR LEAD-IN CABLE	LINEAR FOOT	180		
36	E.P.S. OPTICAL DETECTOR	EACH	4		
37	E.P.S. OPTICAL DETECTOR CABLE	LINEAR FOOT	720		
38	E.P.S. 4 CHANNEL PHASE SELECTOR	EACH	1		
39	MAST ARM MOUNTED SIGNS (ALUM.)	SQUARE FOOT	104		
40	TRAFFIC STRIPE (MULTI-POLY.)(24" WIDE)	LINEAR FOOT	570		
41	PAVEMENT MRKNG.REMOVAL(TRAF.STRP)	LINEAR FOOT	570		
42	CONSTRUCTION TRAFFIC CONTROL	LUMP SUM	1		
TOTAL BID					

**NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT
PROJECT, G.O. BOND PROPOSITION 1-C
CITY OF BETHANY, OKLAHOMA**

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

BID BOND
NW 36TH AND N. COUNCIL TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENT
PROJECT, G.O. BOND PROPOSITION 1-C
CITY OF BETHANY, OKLAHOMA

TEIM Design, PLLC Project No. ET424.10

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

TOTAL BID \$ _____

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

(SEAL) if Corporation

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

Signed _____

Notary Public _____

My Commission Expires: _____

By _____
Agent

Address

Affidavits Attached

**ANTICOLLUSION
AFFIDAVIT**

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

Signed _____
 Bidder

By _____

Title _____

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

Notary Public

My Commission Expires:

AFFIDAVIT OF SURETY

Date

City of Bethany, Oklahoma

Gentlemen:

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

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

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

We are attaching a copy of our Power of Attorney.

Name of Company of Agency

Signature and Title

Address

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

Notary Public

My Commission Expires:

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

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

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

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

Notary Public

My Commission Expires: _____

CERTIFICATE OF NON-DISCRIMINATION

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

1. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or ancestry. The Contractor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, age, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County Clerk of the County of Oklahoma setting forth provisions of this section.

2. In the event of the Contractor's noncompliance with this non-discrimination clause, the contract may be canceled or terminated by the Oklahoma Tax Commission. The Contractor may be declared by the Oklahoma County Commission ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

3. The Contractor agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

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

Contractor

ATTEST:

Secretary

AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES

Reference: 74 Oklahoma Statutes Section 12005

STATE OF _____) ss:
COUNTY OF _____)

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

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

Affiant's Signature

Affiant's Printed Name and Title

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____.

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

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

a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or

b. does business with a company described by subparagraph a of this paragraph;



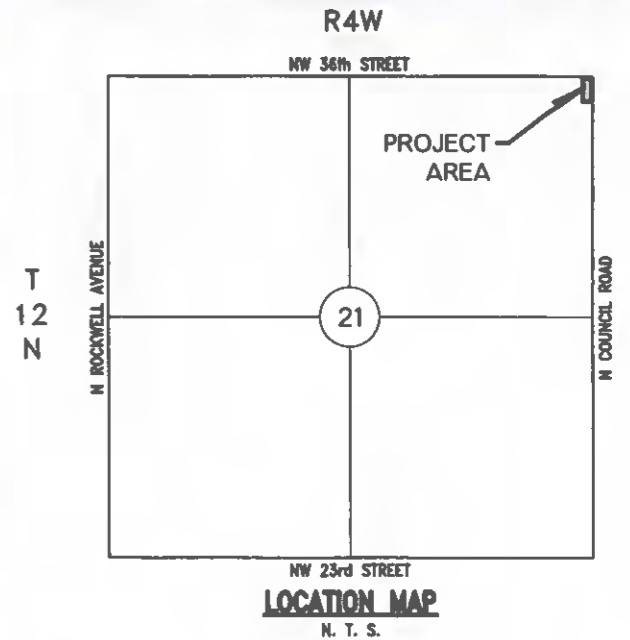
NW 36TH STREET AND COUNCIL ROAD TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENTS

PROP 1-C

PREPARED BY



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



The City of BETHANY, OKLAHOMA

AMANDA SANDOVAL, Mayor
ELIZABETH GRAY, City Manager

COUNCIL MEMBERS:

CHRIS POWELL	Ward 1	KATHY LARSEN	Ward 3
PETER PLANK	Ward 1	CHANDRA FORD	Ward 3
BURT FALKNER	Ward 2	BRIAN MAGIROWSKY	Ward 4
KEN SMART	Ward 2	DALE GERMAN	Ward 4

SHEET INDEX

SHEET NO.	DESCRIPTION
0001	TITLE SHEET
AC01	SUMMARY OF PAY QUANTITIES AND NOTES
AT01	SUMMARY OF PAY QUANTITIES AND NOTES (TRAFFIC LEGEND)
AC03	GENERAL CONSTRUCTION NOTES
C001	DEMOLITION PLAN
C002 - C005	PLAN AND PROFILE SHEETS
T001 - T006	TRAFFIC SHEETS
ER01	STORMWATER POLLUTION PREVENTION PLAN SURVEY DATA
S001	OKLAHOMA CITY STANDARDS OP&T 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 plan prior to any excavation.

Patrick James Garbett

PATRICK JAMES GARBETT, P.E.
REGISTERED PROFESSIONAL ENGINEER
CA# 8428 EXPIRES JUNE 30, 2025

3-18-2025
DATE



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

APPROVED BY:
PJG 03-19-2022
DATE
CITY ENGINEER

Summary of Pay Quantities				
Item Number	Title	Pay Item Notes	Quantity	Unit
1	MOBILIZATION		1	LUMP SUM
2	EROSION AND SEDIMENT CONTROL		1	LUMP SUM
3	UNCLASSIFIED EXCAVATION	1	30	CUBIC YARD
4	AGGREGATE BASE (TYPE A)		50	CUBIC YARD
5	CURB AND GUTTER (2FT-8IN) (6IN BARRIER)		169	LINEAR FOOT
6	REMOVE AND RELOCATE SIGN		4	EACH
7	REMOVE SIDEWALK	2	65	SQUARE YARD
8	REMOVE CURB AND GUTTER	2	169	LINEAR FOOT
9	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)		1	LUMP SUM
10	CONSTRUCTION SIGNING AND TRAFFIC CONTROL		1	LUMP SUM
11	4 INCH CONCRETE SIDEWALK		175	SQUARE YARD
12	TACTILE MARKERS/TRUNCATED DOMES		110	SQUARE FOOT
13	STRUCTURAL REMOVAL		1	LUMP SUM
14	SOLID SLAB SODDING	3	120	SQUARE YARD

NOTES:

- REFER TO TEC SHEET A701 FOR TRAFFIC SIGNAL PAY ITEMS AND QUANTITIES

PAY ITEM NOTES:

- UNCLASSIFIED EXCAVATION ESTIMATED AS AREA OF PROPOSED SIDEWALK AT 6-INCH DEPTH.
- SAW CUTTING IS INCIDENTAL TO CURB AND SIDEWALK REMOVAL
- SOLID SLAB SODDING COST TO INCLUDE 10-20-10 FERTILIZER AND COST OF WATERING, ESTIMATED AT 40 GALLON PER SQUARE YARD

REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
DATE: 03-18-2024
DRAWN BY: GIBBS
CHECKED BY: P. GARRETT



CITY OF BETHANY
NW 36TH STREET AND COUNCIL ROAD
TRAFFIC SIGNALIZATION AND PEDESTRIAN
IMPROVEMENTS

CIVIL
SUMMARY OF PAY QUANTITIES



SHEET NO.
AC01
SHEET - 0

REVISIONS	
NO.	DESCRIPTION

GENERAL CONSTRUCTION NOTES

THE STRUCTURAL DESIGN OF ALL POLES, MAST ARMS, HIGH-MAST POLES, AND OTHER SUPPORTS FOR SIGNS, LUMINAIRES, AND SIGNALS, AS WELL AS THEIR CONNECTIONS, SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS. THE MANUFACTURER SHALL ENSURE THE FOLLOWING ARE APPLIED TO THE DESIGN:

THE MINIMUM DESIGN WIND SPEED AND DESIGN LIFE AS REQUIRED IN THE AASHTO SPECIFICATIONS;

THE CALCULATED STRESSES AND FORCES FROM THE DESIGN LOADINGS DO NOT EXCEED THOSE REQUIRED IN THE AASHTO SPECIFICATIONS;

A CATEGORY I FATIGUE IMPORTANCE FACTOR (F) FOR ALL STRUCTURES; NO VIBRATORY MITIGATION SHALL BE ALLOWED. TRUCK-INDUCED GUSTS SHALL BE APPLIED TO ALL OVERHEAD TRAFFIC SIGNAL SUPPORTS.

ALL MEMBERS ARE AT LEAST THE MINIMUM THICKNESS AS REQUIRED IN THE AASHTO SPECIFICATIONS;

SIGNAL MAST ARMS AND POLES SHALL BE DESIGNED FOR SPECIFIC SIGNAL HEAD AND SIGN PLACEMENT.

UNLESS SITE SPECIFIC GEOTECHNICAL DATA IS AVAILABLE, FOUNDATIONS SHALL BE DESIGNED UTILIZING THESE PARAMETERS: SHEAR STRENGTH OF COHESIVE SOIL (C) OF 500 PSF, ANGLE OF INTERNAL FRICTION (φ) OF 22 DEGREES, AND EFFECTIVE UNIT WEIGHT OF SOIL (γ) OF 120 PCF.

MINIMUM HAND HOLE SIZE OF 3 INCH WIDTH BY 5 INCH HEIGHT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE HE MAY INFLICT TO THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA AS A RESULT OF HIS DIGGING, TRENCHING, BORING, ETC. PRIOR TO DIGGING NEAR THE UTILITIES, THE CONTRACTOR SHALL CALL FOR A LIST OF ALL UNDERGROUND FACILITIES REGISTERED IN THE AREA OF CONSTRUCTION LISTED WITH THE FOLLOWING AGENCIES:

THE "OKIE" NOTIFICATION CENTER 811 OR (405) 522-6543 OR WWW.CALLOKE.COM OR THE LOCAL COUNTY CLERK'S OFFICE.

EXISTING ROADWAY SHALL REMAIN OPEN DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BARRICADES, LIGHTS, AND SIGNING WITHIN THE LIMITS OF CONSTRUCTION. ALL CONSTRUCTION SIGNING WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS. CONSTRUCTION TRAFFIC CONTROL WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH APPLICABLE O.D.O.T. STANDARD DRAWINGS.

SYMBOLS AND LEGENDS ARE DIAGRAMMATIC ONLY AND LOCATIONS SHALL BE ADJUSTED FOR EXISTING FIELD CONDITIONS. BUT NO MAJOR ALTERATIONS OR RELOCATIONS WILL BE MADE WITHOUT FIRST CONSULTING WITH APPROVAL FROM THE DESIGN ENGINEER.

ALL BROKEN CONCRETE, WASTE MATERIAL, AND DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN AN AREA APPROVED BY THE ENGINEER. NO PAYMENT WILL BE MADE FOR THE DISPOSAL OF THIS MATERIAL.

PAY QUANTITY NOTES

- (1) POLYMER CONCRETE PULL BOXES SHALL BE USED.
 - (2) PAY ITEM IS FOR THE REMOVAL OF TRAFFIC SIGNAL EQUIPMENT NECESSARY TO INSTALL NEW SIGNAL HEADS AND PEDESTRIAN EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO TRAFFIC SIGNAL HEADS, PEDESTRIAN HEADS, ROADWAY LUMINAIRES, PULL BOXES, CONTROLLER CABINET, CABLE AND WIRING.
 - (3) PAY ITEM IS FOR THE REMOVAL AND RELOCATION OF TRAFFIC SIGNAL EQUIPMENT NECESSARY TO INSTALL NEW SIGNAL AND PEDESTRIAN EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO MAST ARM MOUNTED SIGNS, PULL BOXES, CABLE AND WIRING.
 - (4) THIS BID ITEM CONSISTS OF THE INSTALLATION OF FOUR RADAR PRESENCE DETECTORS (RPD), WAVETRONIX SMARTSENSOR MATRIX MODEL 225 OR APPROVED EQUAL, AND FOUR CONTINUOUS TRACKING ADVANCED DETECTORS (CTAD) WAVETRONIX SMARTSENSOR ADVANCE MODEL 200V OR APPROVED EQUAL, ASSOCIATED WIRING/CABLES, CONTROLLER MODULES AND ALL OTHER NECESSARY ITEMS OF WORK FOR A COMPLETE OPERATIONAL VEHICLE DETECTION SYSTEM AT EACH INTERSECTION. THE RPD SHALL BE DESIGNED WITH A MATRIX OF 16 RADARS AND SHALL BE ABLE TO DETECT AND REPORT PRESENCE IN UP TO 10 LANES WITHIN A 90 DEGREE FIELD OF VIEW WITH BOUNDARIES AS CLOSE AS 6 FEET FROM THE BASE OF THE POLE ON WHICH THE RPD IS MOUNTED. THE RPD SHALL BE ABLE TO DETECT AND REPORT PRESENCE IN CURVED LANES AND AREAS WITH ISLANDS AND MEDIANS.
- THE CTAD SHALL DETECT RANGE AND SPEED TO THE STOP BAR FOR VEHICLES OR CLUSTERS OF VEHICLES MOVING IN THE USER-SELECTED DIRECTION OF TRAVEL. THE CTAD SHALL DYNAMICALLY TRACK AND UPDATE THE ESTIMATED TIME OF ARRIVAL (ETA) FOR EACH VEHICLE AS IT APPROACHES THE STOP-BAR, EACH NEWLY-MEASURED ETA RESULT WILL BE CONTINUALLY COMPARED AGAINST THE PRE-DETERMINED ETARANGES THAT DEFINE THE DILEMMA ZONE, AND A GREEN LIGHT EXTENSION REQUEST WILL BE PROVIDED TO THE CONTROLLER WHEN ONE OR MORE VEHICLES ARE WITHIN THAT RANGE. THE CTAD SHALL ALSO DETECT INSTANTANEOUS ROADWAY EFFICIENCY.
- ITEM SHALL INCLUDE 2 TS-2 SDLC CABINET INTERFACES (CI) WAVETRONIX CLICKI MODEL 656 OR APPROVED EQUAL. CI SHALL BE AN ENCLOSED UNIT, SUITABLE FOR PLACEMENT ON A CONTROLLER CABINET SHELF. CI SHALL HAVE A MASTER POWER SWITCH, INDIVIDUAL SENSOR POWER SWITCHES, AND STANDARD 120VAC POWER PLUG. EACH CI SHALL PROVIDE UP TO 64 DETECTOR CHANNELS USING THE NEMA TS-2 SDLC CONNECTION. SENSOR CONNECTIONS TO THE CI SHALL BE ACCOMPLISHED BY COLOR-CODED, QUICK CONNECT INSULATION DISPLACEMENT TERMINATIONS. CI SHALL HAVE A LED ILLUMINATED DISPLAY PANEL AND SIX-BUTTON KEYPAD FOR NAVIGATION AND SETTINGS ENTRY/REVISION. CI SHALL BE CONFIGURABLE VIA ETHERNET RJ-45 PORT USING A STANDARD WEB BROWSER.
- SYSTEM CONFIGURATION & INSTALLATION SHALL BE SUPERVISED BY A REPRESENTATIVE OF THE MANUFACTURER, OR A CONTRACTOR REPRESENTATIVE TRAINED & CERTIFIED BY THE MANUFACTURER TO PERFORM THIS WORK.
- INSTALLATION TO INCLUDE A WATERPROOF JUNCTION BOX FOR EACH SENSOR.
- ALL RADAR DETECTION CABLES ARE INCLUDED IN THIS BID ITEM.

- (5) CONTRACTOR SHALL PROVIDE POLARA 2-WIRE NAVGATOR ACCESSIBLE PEDESTRIAN SIGNAL PUSH BUTTON OR APPROVED EQUAL. R10-3E PEDESTRIAN PUSH BUTTON SIGNS SHALL BE USED. PUSH BUTTON HOUSING AND MOUNTING HARDWARE SHALL BE BLACK.
- (6) LED INTERNATIONAL HEADS DISPLAYING INCANDESCENT LOOKING FULLY-ILLUMINATED SYMBOLS (WALKING PERSON AND UPRaised HAND) SHALL BE REQUIRED ON THIS PROJECT. THESE PEDESTRIAN HEADS SHALL ALSO BE COUNTDOWN TYPE HEADS.
- (7) RED, YELLOW AND GREEN LED TRAFFIC SIGNAL HEADS SHALL BE FURNISHED AND INSTALLED ON THIS PROJECT. THE LED TRAFFIC MODULES, LENSES, AND ALL ASSOCIATED MATERIAL AND EQUIPMENT SHALL CONFORM TO I T E VEHICLE TRAFFIC CONTROL SIGNAL HEAD (VTC SH) STANDARDS IN EFFECT AT THE TIME THAT THE ORDER IS PLACED. LED HEADS SHALL BE CAPABLE OF OPERATING WITHOUT A REFLECTOR.
- (8) REFLECTORIZED BACKPLATES SHALL BE SUPPLIED ON THIS PROJECT IN ACCORDANCE WITH GENERAL NOTE 4 ON ODOT'S STANDARD DRAWING SA1-1-(LATEST REVISION).
- (9) THIS PAY ITEM IS TO BRING POWER TO THE CONTROLLER CABINET FROM THE SERVICE POLE.
- (10) PAY ITEM IS TO RUN FROM THE PUSH BUTTONS TO THE BASE OF THE POLE.
- (11) THE PREEMPTION CONTROL SYSTEM SHALL INTERFACE WITH THE TRAFFIC CONTROLLER TO GIVE EMERGENCY VEHICLES APPROACHING THE INTERSECTION A GREEN WITH ALL OTHER INDICATIONS BEING RED. THE SYSTEM SHALL BE CAPABLE OF TWO PRIORITY LEVELS AND LOG THE LAST 100 EVENTS WITH TIME DATE STAMP. EMITTER SHALL BE SELECTABLE TO TRANSMIT UP TO 9999 VEHICLE CODES. ALL EQUIPMENT IN THE SYSTEM SHALL MEET NEMA ENVIRONMENTAL STANDARDS. THE MANUFACTURER OR MANUFACTURER'S REPRESENTATIVES SHALL PROVIDE ASSISTANCE TO THE CONTRACTOR OR AGENCY INSTALLING THE EQUIPMENT AS TO THE BEST LOCATION FOR THE DETECTOR PLACEMENT AT EACH INTERSECTION INVOLVED WITH THE PROJECT. ALL EQUIPMENT MUST BE PLAINLY MARKED AS TO THE MANUFACTURER OF THE EQUIPMENT TO PROVIDE CLEAR IDENTIFICATION AS TO THE MANUFACTURER'S MODEL AND SERIAL NUMBER OF EACH UNIT. NEMA CERTIFICATION, TEST REPORTS SHALL BE PROVIDED UPON REQUEST BY THE ENGINEER.
- (12) MAST ARM MOUNTED STREET NAME SIGNS SHOWN ON THE PLANS ARE LARGER THAN THE MAXIMUM SIZE USED IN STANDARD ODOT POLE AND FOOTING DESIGNS. THE CONTRACTOR AND SUPPLIER SHALL PROVIDE CERTIFICATION AND DESIGN CALCULATIONS FOR HIGHER LOADING REQUIREMENTS.
- (13) THE CONTROLLER(S) TO BE FURNISHED ON THIS PROJECT SHALL HAVE A NATURAL ALUMINUM FINISH AND BE VEHICLE ACTUATED SOLID STATE DIGITAL CONTROLLER(S) WITH VOLUME DENSITY FEATURES. THE CONTRACTOR SHALL FURNISH THE CONTROLLER(S) AND MOUNTING FRAMES AS FOLLOWS:

INTERSECTION TYPE CONFLICT & USER FLASH
 NW 36TH STREET & N COUNCIL ROAD 8 ALL RED

- (14) THE CONTROLLERS SHALL BE FURNISHED WITH 16 LOAD SWITCH RECEPTACLE BAYS. ALL CORRESPONDING RECEPTACLE WIRING IN THE CABINET AND FIELD WIRING SHALL BE INSTALLED FOR THE CONTROLLER AS REQUIRED EXCEPT FOR ADDITIONAL DETECTOR CONNECTING CABLES WHEN THE CONTROLLER IS EXPANDED. THE CONTROLLERS SHALL BE CAPABLE OF PERFORMING AS SHOWN ON PHASE & SEQUENCE DIAGRAMS. PEDESTRIAN ISOLATION SHALL BE PROVIDED IN THE CONTROLLER CABINET. ALL N.E.M.A. FUNCTIONS SHALL TERMINATE IN THE CONTROLLER CABINET.
 - (14) CONTROLLER SHALL BE ECONOLITE COBALT TS2 TYPE 2, WITH NTCIP FIRMWARE, AND SHALL BE FULLY COMPATIBLE WITH CITY'S TRAFFIC SIGNAL EQUIPMENT. THE CONTROLLER TO BE USED ON THIS PROJECT SHALL BE CAPABLE OF PERFORMING AS SPECIFIED ON THE PHASING DIAGRAM AND SEQUENCING CHART.
 - (15) THE CONFLICT MONITOR INSTALLED ON THIS PROJECT SHALL HAVE AN LCD DISPLAY.
 - (TC-25) ALL CONSTRUCTION TRAFFIC CONTROL WILL BE IMPLEMENTED ACCORDING TO CONSTRUCTION PLANS, AND ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (CURRENT EDITION), AND COMPLIANT WITH 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.
 - (TP-1) PAYMENT FOR THIS ITEM WILL BE BASED ON PLAN QUANTITY. SEE THE 2019 SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 - (TR-24) ALL TRAFFIC SIGNAL EQUIPMENT REMOVED SHALL BECOME THE PROPERTY OF THE CITY. THE CONTRACTOR SHALL NEATLY STACK SUCH REMOVED MATERIAL AT A LOCATION ON THE JOB SITE AS DIRECTED BY THE ENGINEER. THE PRICE BID SHALL INCLUDE THE REMOVAL OF ALL FOOTINGS BELOW GROUND LEVEL OR AS DIRECTED BY THE ENGINEER. FOOTINGS TO BECOME THE PROPERTY OF THE CONTRACTOR.
 - (TS-28) QUANTITY SHOWN INCLUDES 570 LF. TRAFFIC STRIPE (MULTI-POLYMER) (WHITE) AND WILL BE MEASURED BY THE LINEAR FOOT OF TWENTY-FOUR INCH (24") WIDE TRAFFIC STRIPE.
 - (TS-32) THE AMOUNT SHOWN IS AN APPROXIMATION AND THE ACTUAL AMOUNT OF REMOVAL, IF NECESSARY, SHALL BE DETERMINED BY THE ENGINEER. PRICE BID FOR PAVEMENT MARKING REMOVAL (TRAFFIC STRIPE) SHALL INCLUDE COST OF REMOVAL OF ARROWS, WORDS, AND SYMBOLS. THE PAVEMENT MARKING TO BE REMOVED SHALL BE CONSIDERED THERMOPLASTIC AND BID ACCORDINGLY.
- DURING REMOVAL OF EXISTING STRIPING AND REPLACEMENT WITH NEW STRIPING, PERMANENT STRIPING SHALL BE REPLACED WITHIN 48 HOURS AFTER OLD STRIPING IS REMOVED.

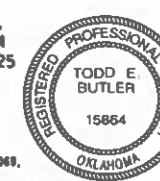
PAY QUANTITIES				
G.O. BOND				
0300 TRAFFIC SIGNAL				
ITEM	DESCRIPTION	UNIT	TOTAL	
802(B) 0324	2" PVC SCH. 40 PLASTIC CONDUIT TRENCHED (TP-1)	LF	160.00	
802(B) 0328	3" PVC SCH. 40 PLASTIC CONDUIT BORED (TP-1)	LF	270.00	
802(B) 0332	3" PVC SCH. 40 PLASTIC CONDUIT TRENCHED (TP-1)	LF	50.00	
803(A) 1220	PULL BOX (SIZE II)	(1)	EA	4.00
804(A) 2200	STRUCTURAL CONCRETE (TP-1)	CY	2.70	
804(B) 2300	REINFORCING STEEL (TP-1)	LB	260.40	
805(A) 3256	(PL) REMOVAL OF TRAFFIC SIGNAL EQUIPMENT (TR-24)(2)	LSUM	1.00	
805(D) 3500	(PL) REMOVE & RESET TRAF SIG EQUIPMENT	(3)	LSUM	1.00
806(B) 4408	10' MTG. HT. TS PED. POLE (G.STL.)		EA	6.00
811 9120	1/C NO. 6 ELECT COND. (TP-1)(9)		LF	60.00
811 9130	1/C NO. 10 ELECT COND. (TP-1)		LF	340.00
825 8100	TRAFFIC SIGNAL CONTROLLER ASSEMBLY (13,14,15)		EA	1.00
828 0110	(PL) DETECTION SYSTEM (RADAR) (4)		LSUM	1.00
830 2100	PEDESTRIAN PUSH BUTTON (5)		EA	8.00
831 3116	1WAY 2SEC. ADJ. PED. SIG. HD. S-20 (6)		EA	8.00
831 3120	1WAY 3SEC. ADJ. SIG. HD. S-6 (7)		EA	8.00
831 3144	1WAY 4SEC. ADJ. SIG. HD. S-13 (7)		EA	4.00
833 5100	BACKPLATE (8)		EA	12.00
834(A) 6205	5/C TRAFFIC SIGNAL ELECTRICAL CABLE (TP-1)		LF	2,320.00
834(A) 6210	7/C TRAFFIC SIGNAL ELECTRICAL CABLE (TP-1)		LF	475.00
834(A) 6235	21/C TRAFFIC SIGNAL ELECTRICAL CABLE (TP-1)		LF	480.00
834(B) 6300	2/C SHIELDED LOOP DETECTOR LEAD-IN CABLE (TP-1)(9)		LF	180.00
840(B) 0300	E.P.S. OPTICAL DETECTOR (11)		EA	4.00
840(C) 0400	E.P.S. OPTICAL DETECTOR CABLE (TP-1)(11)		LF	720.00
840(D) 0510	E.P.S. 4 CHANNEL PHASE SELECTOR (11)		EA	1.00
850(C) 1400	MAST ARM MOUNTED SIGNS (ALUM.) (12)		SF	104.00
856(A) 8216	TRAFFIC STRIPE (MULTI-POLY) (24" WIDE) (TS-28)		LF	570.00
857(F) 9700	PAVEMENT MRKNG. REMOVAL (TRAF STRP) (TS-32)		LF	570.00
880(J) 7110	CONSTRUCTION TRAFFIC CONTROL (TC-25)		LSUM	1.00

02-11-25 G:\09-projects\11-324 - 50, Mill 36th and Council Signalings - Bethany, OK\DATA\03-QUANTITY SHEET.dgn

Todd E. Butler
TODD E. BUTLER, P.E. # 15864
C.A. # 1160, RENEWAL 06-30-25

02-11-25
DATE

Traffic Engineering Consultants, Inc.
 2779 Washington Dr., Suite 100 - Norman, OK 73069,
 Ph: 405-728-7721, Web: www.tecusa.com



Design	TEB	02-11-25
Drawn	TKM	02-11-25



SIGNAL PAY QUANTITIES AND NOTES

LINETYPE LEGEND

BLOCK LEGEND

HATCH LEGEND

LINETYPE LEGEND		BLOCK LEGEND		HATCH LEGEND			
EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED		
FILTER FABRIC SILT FENCE		CONCRETE PAD		BENCHMARK		ROCK RIPRAP	
EROSION CALLOUTS		WATERS EDGE		BUILDING-ROOF DRAIN		ROCK BACKFILL	
CALLOUTS		BARB WIRE FENCE		CONTROL POINT		AGGREGATE BASE	
CONTOUR		CHAINLINK FENCE		ELECTRICAL-AIR CONDITION		GRAVEL	
CONTOUR		METAL FENCE		ELECTRICAL RISER		CONCRETE PAVEMENT	
BUILDING LIMIT		PLASTIC FENCE		FIRE HYDRANT		ASPHALT PAVEMENT	
PERMANENT EASEMENT		WOOD FENCE		FIRE CONNECTION		PAVEMENT REPAIR	
TEMPORARY EASEMENT		DITCH FLOWLINE		FIRE CONNECTION w/STROBE		CASING	
EASEMENT CALLOUTS		GUARDRAIL		FITTING - CAP		STRUCTURES	
PROPERTY LINE		MAJOR CONTOUR		FITTING - PLUG			
PROPERTY LOTS		CONTOUR CALLOUTS		GAS METER			
PROPERTY PIN		MINOR CONTOUR		GAS VALVE			
RIGHT OF WAY		RAILROAD		GUY ANCHOR			
TEMPORARY RIGHT OF WAY		RETAINING WALL		HIGHWAY-INTERSTATE			
SECTION LINE		TOP OF BANK		HIGHWAY-US			
QUARTER SECTION LINE		TOE OF SLOPE		HIGHWAY-STATE			
SIXTEENTH SECTION LINE		RIPRAP		LIGHT POLE DOUBLE ARM			
PROPERTY SECTION CALLOUTS	SEC-T-N	SAWCUT		LIGHT LANDSCAPING			
PROPERTY SECTION CALLOUTS	<i>SECTION TEXT</i>	SIGNAGE		LIGHT POLE SINGLE ARM			
PROPERTY CALLOUTS	<i>PROPERTY OWNERS</i>	TOPO CALLOUTS		LIGHT POLE-STADIUM			
ASPHALT ROAD		TREES		LIGHT POLE-QUAD ARM			
CONCRETE ROAD		TREE OVERHANG		MAILBOX			
DIRT ROAD		TREE PROTECTION ZONE		MANHOLE-ELECTRICAL			
GRAVEL ROAD		SIDEWALK		MANHOLE SANITARY SEWER			
GROUND LINE		CABLE LINE		MANHOLE STORM SEWER			
GROUND LINE CALLOUTS	<i>TEXT</i>	ELECTRIC LIGHTS					
CROSS SECTION GROUND LINE		OVERHEAD ELECTRIC					
CROSS SECTION GROUND LINE CALLOUTS	<i>TEXT</i>	POWER UNDERGROUND					
ROADWAY STRIPING		GAS LINE					
PROPERTY HATCH		OIL PIPELINE					
ALIGNMENTS		TELEPHONE UNDERGROUND					
CENTER OF EASEMENT ALIGNMENT		FIBER OPTIC					
ROADWAY CALLOUTS	STREET NAME	UTILITY CALLOUTS					
SANITARY SEWER-PLAN		ABANDONED WATER LINE					
SANITARY SEWER STRUCTURES		WATER APPURTENANCES					
SANITARY SEWER HATCH		FIRELINE					
SANITARY SEWER CALLOUTS		WATER PIPE FITTINGS					
STEEL CASING		IRRIGATION LINE					
STORM SEWER FLOWLINE		WATER PIPE-PLAN					
STORM SEWER PIPE		WATER PIPE-PROFILE					
STORM SEWER STRUCTURES		WATER HATCH					
STORM SEWER HATCH		WATER SERVICE					
STORM SEWER CALLOUTS		WATER LINE CALLOUTS					
BENCHMARK CALLOUTS	<i>TEXT</i>	TABLE OUTLINE					
GEO TECH BORE		TABLE TEXT					
SURVEY CONTROL							
SURVEY CONTROL CALLOUTS							
MONUMENT							
MONUMENT TEXT	<i>TEXT</i>						
TOPO							
BUILDING							
BUILDING FOOTING							
BUILDING SERVICE							
BUILDING OVERHANG							
BRIDGE							
BREAKLINE							
CABLE BARRIER							

REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: 03-18-2024
 DRAWN BY: GIBBS
 CHECKED BY: P. GARRETT



CITY OF BETHANY
 NW 36TH STREET AND COUNCIL ROAD
 TRAFFIC SIGNALIZATION AND PEDESTRIAN
 IMPROVEMENTS

GENERAL
 LEGEND



SHEET NO.
 AC02
 SHEET - 0

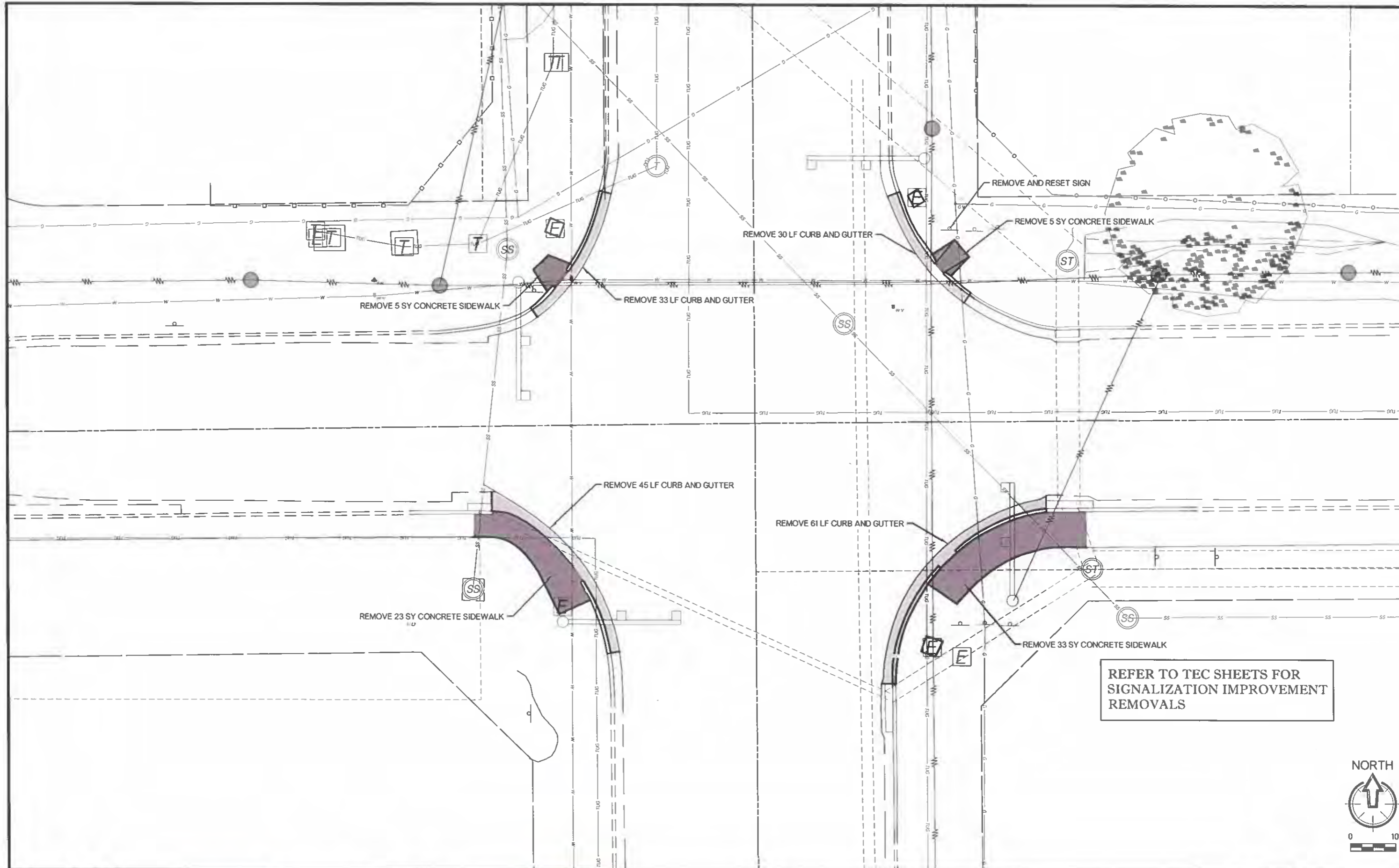
GENERAL CONSTRUCTION NOTES

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.
18. ALL REMOVE AND RESET SIGNS TO BE INCIDENTAL CONSTRUCTION. MINIMUM 6 INCH DIAMETER, 3 FEET DEEP, 3000PSI CONCRETE.
19. ALL ADDITIONAL WORK NOT CLASSIFIED AS A PAY ITEM SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION.

GENERAL CONSTRUCTION NOTES (ROADWAY)

1. THE CONTRACTOR IS RESPONSIBLE AT NO COST TO THE CITY TO REPAIR ALL DAMAGE TO ROADWAY WITHIN THE PROJECT LIMITS AS SHOWN ON SHEET AC03. THE REPAIR DETAIL IS SHOWN ON SHEET D001.
2. THE PAVEMENT CUT AND PERMANENT REPAIR (ASPHALT) IS INCIDENTAL CONSTRUCTION. THERE IS NO PAY ITEM FOR THIS WORK.

				SCALE: AS SHOWN		CITY OF BETHANY NW 36TH STREET AND COUNCIL ROAD TRAFFIC SIGNALIZATION AND PEDESTRIAN IMPROVEMENTS	CIVIL CONSTRUCTION NOTES		SHEET NO. AC03 SHEET - C
				DATE: 03-18-2024					
				DRAWN BY: GIBBS					
REV. NO.	DATE	DRWN	CHKD	REMARKS	CHECKED BY: P. GARRETT				



REFER TO TEC SHEETS FOR
SIGNALIZATION IMPROVEMENT
REMOVALS



REV. NO.	DATE	DRWN	CHKD	REMARKS

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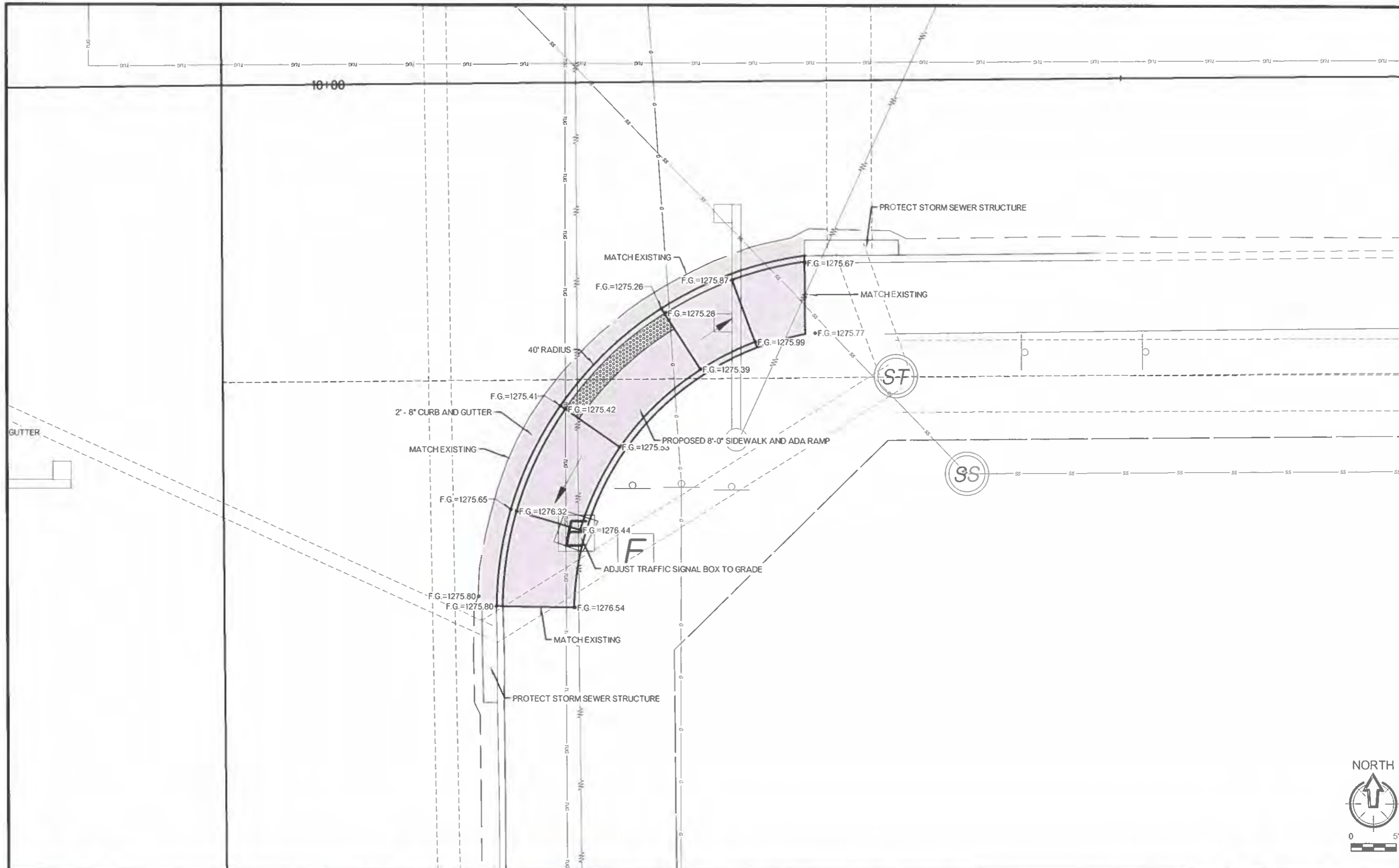


CITY OF BETHANY
NW 36TH STREET AND COUNCIL ROAD
TRAFFIC SIGNALIZATION AND PEDESTRIAN
IMPROVEMENTS

CIVIL
DEMOLITION PLAN



PROJ
SHEET NO.
C001
SHEET - 0



REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
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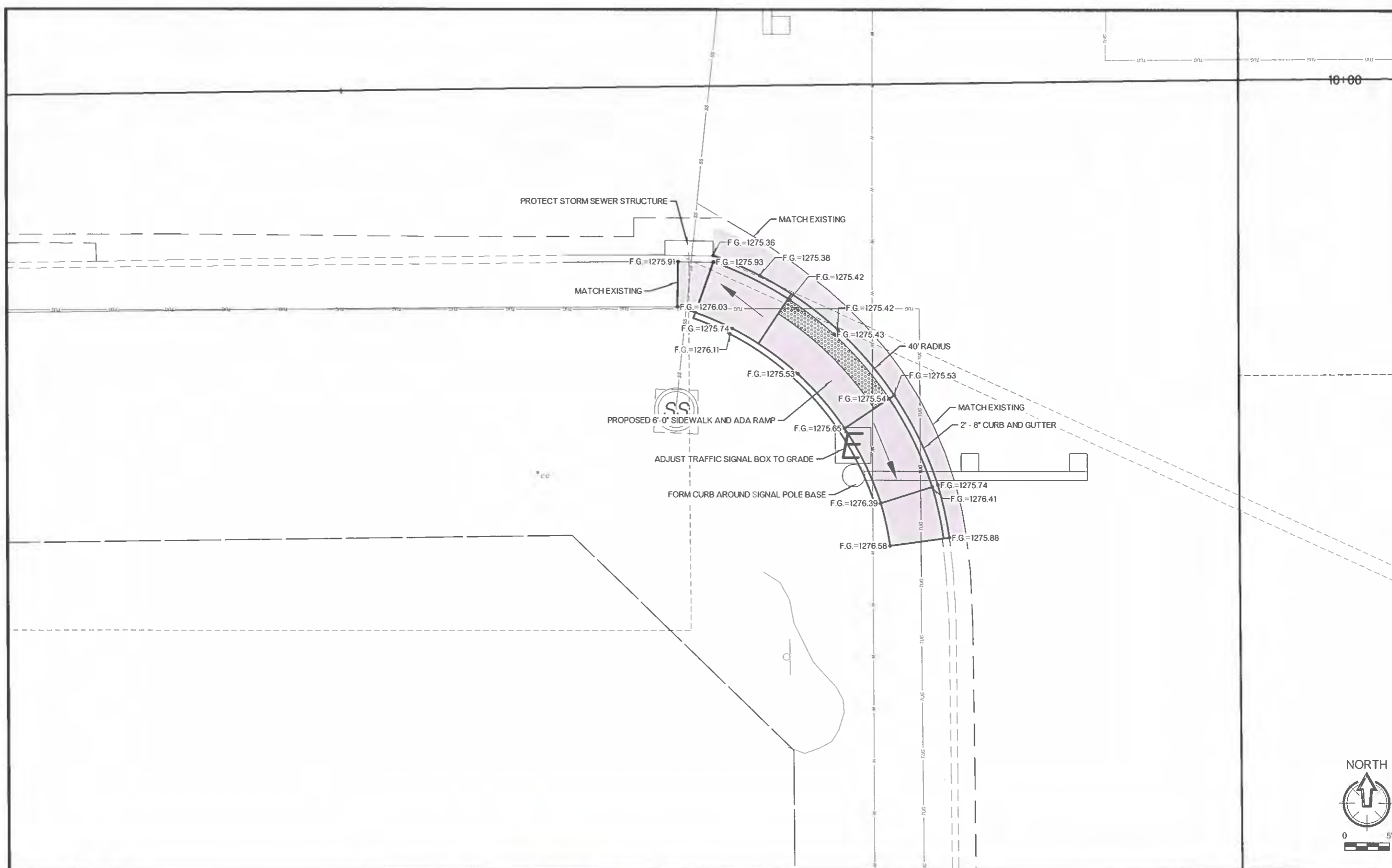


CITY OF BETHANY
 NW 36TH STREET AND COUNCIL ROAD
 TRAFFIC SIGNALIZATION AND PEDESTRIAN
 IMPROVEMENTS

CIVIL
 PROPOSED SE CORNER SITE PLAN



PROJ
 SHEET NO.
 C002
 SHEET - C



REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: 03-18-2024
 DRAWN BY: GIBBS
 CHECKED BY: P GARRETT

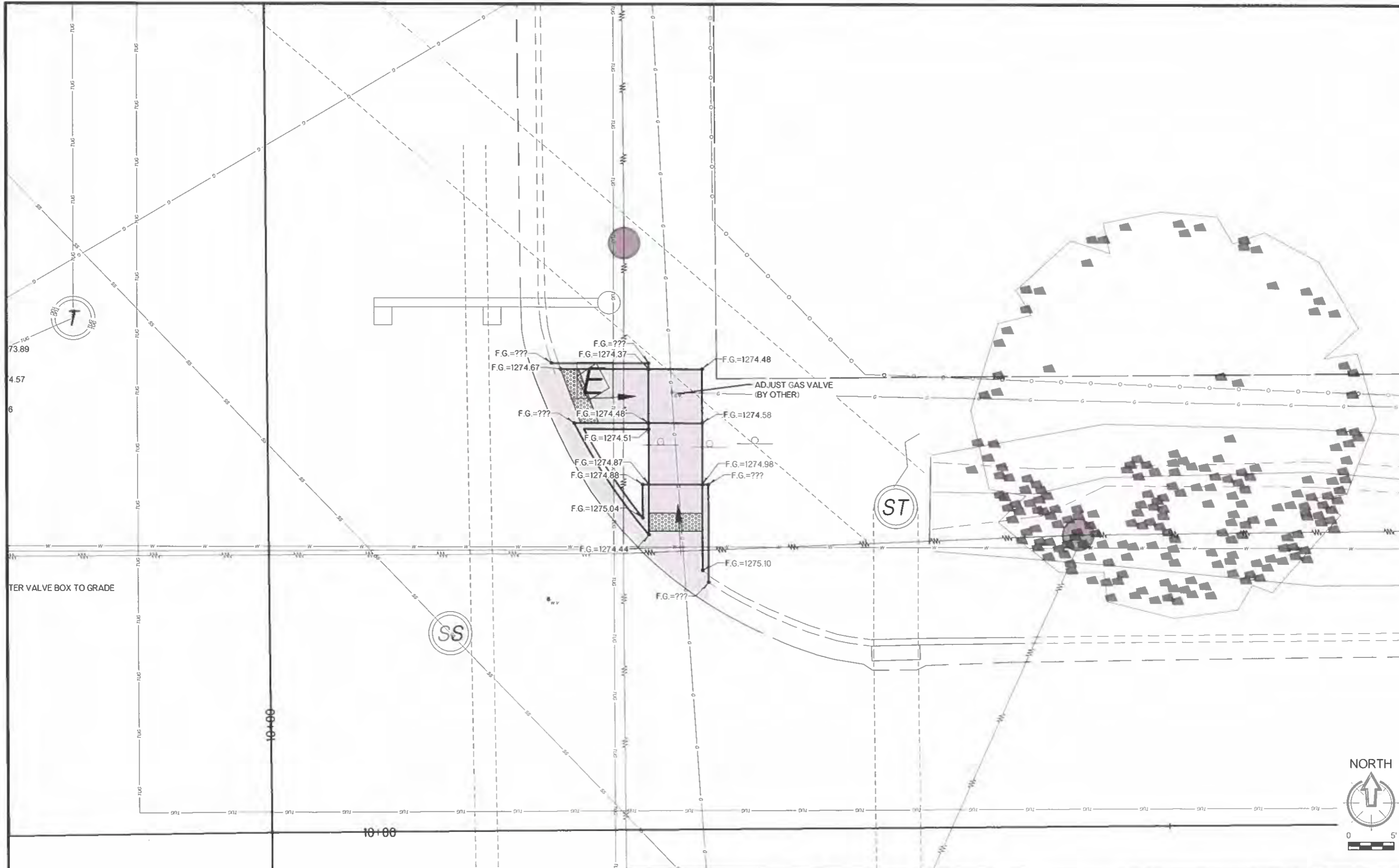


CITY OF BETHANY
 NW 36TH STREET AND COUNCIL ROAD
 TRAFFIC SIGNALIZATION AND PEDESTRIAN
 IMPROVEMENTS

CIVIL
 PROPOSED SW CORNER SITE PLAN



PROJ
 SHEET NO.
 C003
 SHEET - C



REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: 03-18-2024
 DRAWN BY: GIBBS
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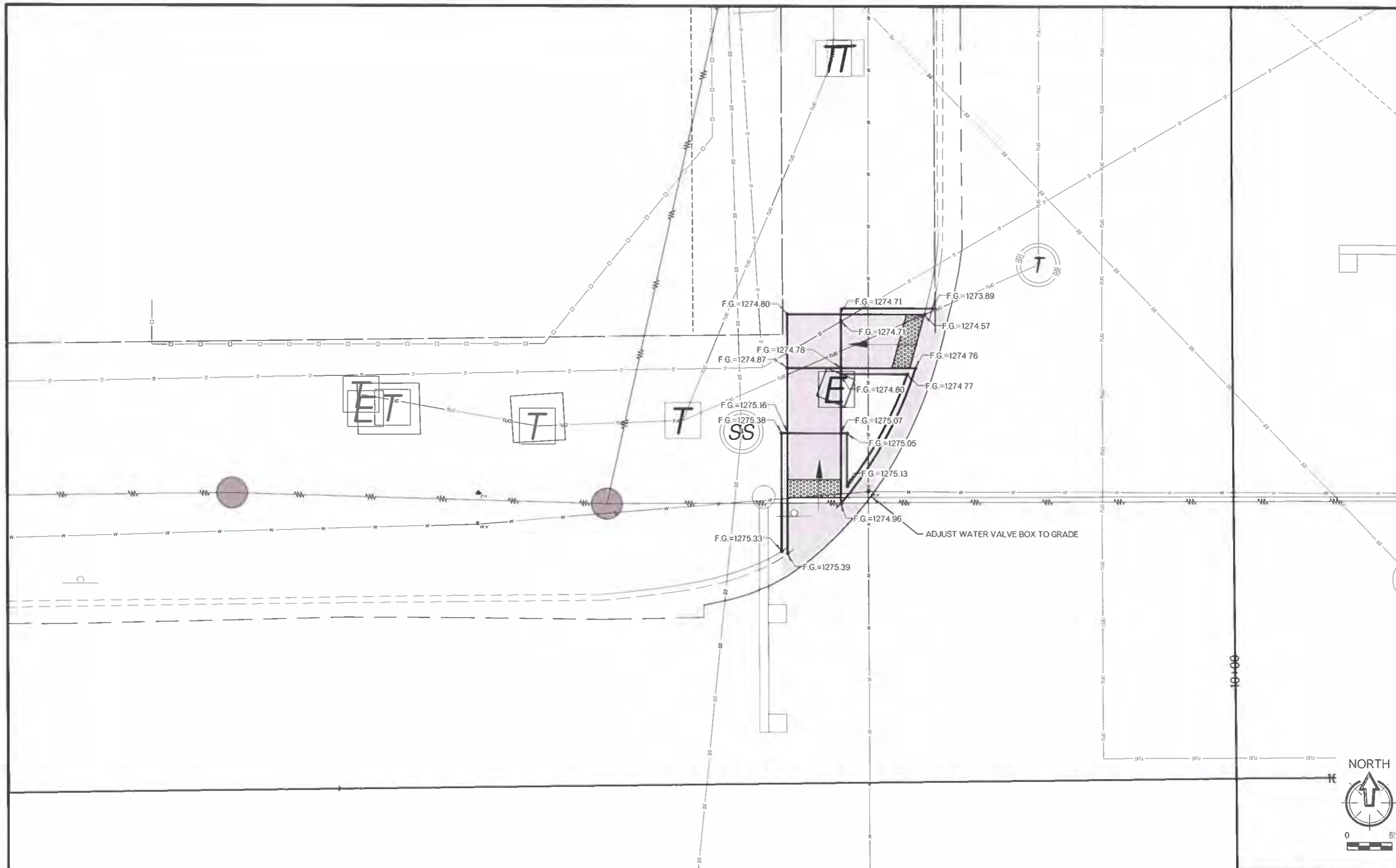


CITY OF BETHANY
 NW 36TH STREET AND COUNCIL ROAD
 TRAFFIC SIGNALIZATION AND PEDESTRIAN
 IMPROVEMENTS

CIVIL
 PROPOSED NE CORNER SITE PLAN



PROF
 SHEET NO.
 C004
 SHEET - 01



REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: 03-18-2024
 DRAWN BY: GIBBS
 CHECKED BY: P. GARRETT



CITY OF BETHANY
 NW 36TH STREET AND COUNCIL ROAD
 TRAFFIC SIGNALIZATION AND PEDESTRIAN
 IMPROVEMENTS

CIVIL
 PROPOSED NW CORNER SITE PLAN



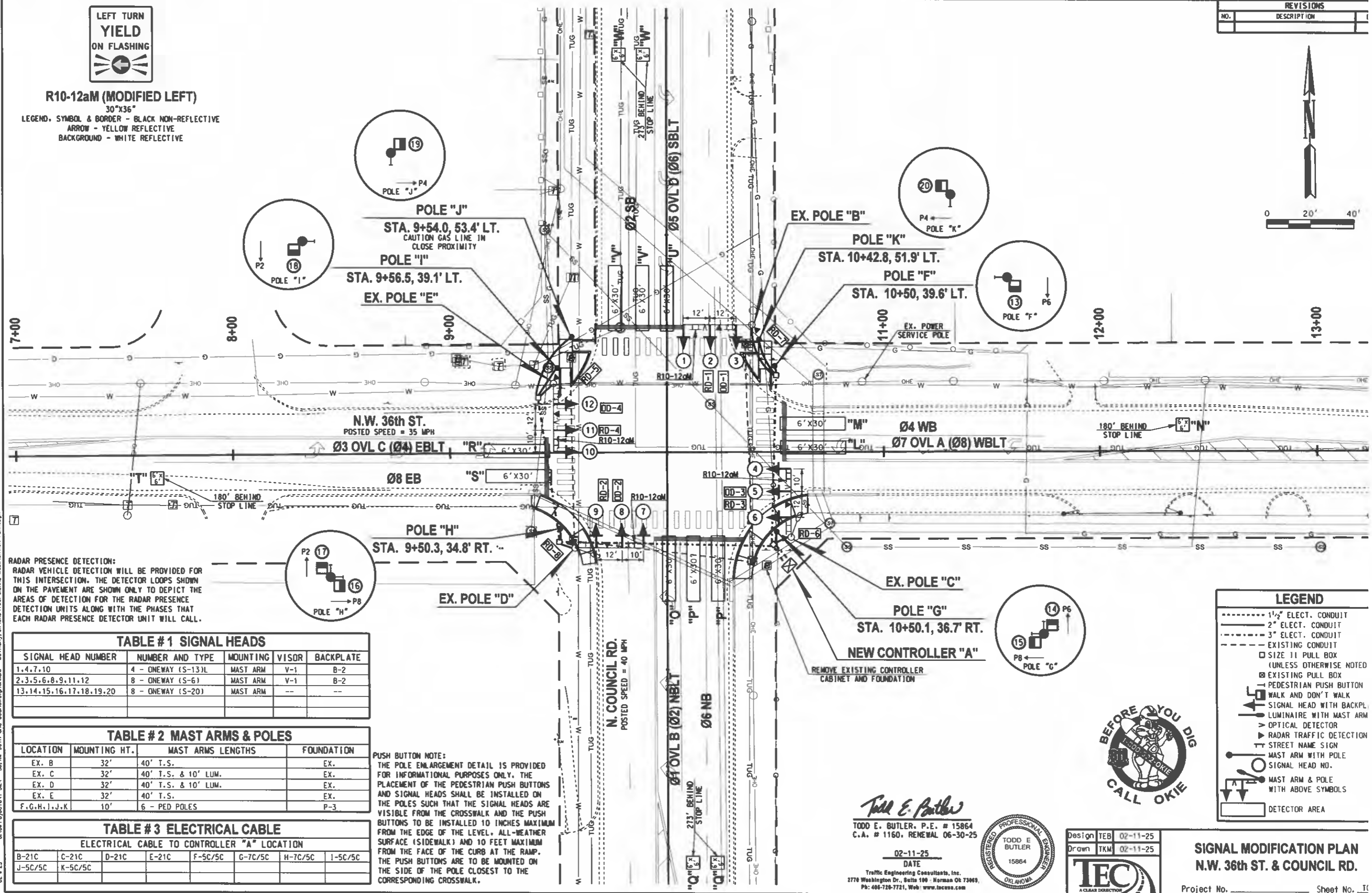
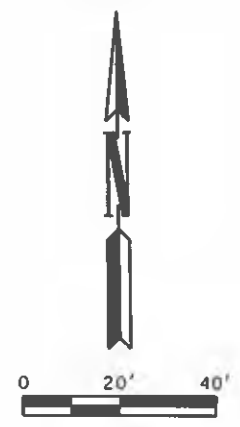
PROF
 SHEET NO.
 C005
 SHEET - 0



R10-12aM (MODIFIED LEFT)
30"x36"

LEGEND. SYMBOL & BORDER - BLACK NON-REFLECTIVE
ARROW - YELLOW REFLECTIVE
BACKGROUND - WHITE REFLECTIVE

REVISIONS	
NO.	DESCRIPTION



RADAR PRESENCE DETECTION:
RADAR VEHICLE DETECTION WILL BE PROVIDED FOR THIS INTERSECTION. THE DETECTOR LOOPS SHOWN ON THE PAVEMENT ARE SHOWN ONLY TO DEPICT THE AREAS OF DETECTION FOR THE RADAR PRESENCE DETECTION UNITS ALONG WITH THE PHASES THAT EACH RADAR PRESENCE DETECTOR UNIT WILL CALL.

TABLE # 1 SIGNAL HEADS

SIGNAL HEAD NUMBER	NUMBER AND TYPE	MOUNTING	VISOR	BACKPLATE
1,4,7,10	4 - ONEWAY (S-13)L	MAST ARM	V-1	B-2
2,3,5,6,8,9,11,12	8 - ONEWAY (S-6)	MAST ARM	V-1	B-2
13,14,15,16,17,18,19,20	8 - ONEWAY (S-20)	MAST ARM	--	--

TABLE # 2 MAST ARMS & POLES

LOCATION	MOUNTING HT.	MAST ARMS LENGTHS	FOUNDATION
EX. B	32'	40' T.S.	EX.
EX. C	32'	40' T.S. & 10' LUM.	EX.
EX. D	32'	40' T.S. & 10' LUM.	EX.
EX. E	32'	40' T.S.	EX.
F,G,H,I,J,K	10'	6 - PED POLES	P-3

TABLE # 3 ELECTRICAL CABLE

ELECTRICAL CABLE TO CONTROLLER "A" LOCATION							
B-21C	C-21C	D-21C	E-21C	F-5C/5C	G-7C/5C	H-7C/5C	I-5C/5C
J-5C/5C	K-5C/5C						

PUSH BUTTON NOTE:
THE POLE ENLARGEMENT DETAIL IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE PLACEMENT OF THE PEDESTRIAN PUSH BUTTONS AND SIGNAL HEADS SHALL BE INSTALLED ON THE POLES SUCH THAT THE SIGNAL HEADS ARE VISIBLE FROM THE CROSSWALK AND THE PUSH BUTTONS TO BE INSTALLED 10 INCHES MAXIMUM FROM THE EDGE OF THE LEVEL, ALL-WEATHER SURFACE (SIDEWALK) AND 10 FEET MAXIMUM FROM THE FACE OF THE CURB AT THE RAMP. THE PUSH BUTTONS ARE TO BE MOUNTED ON THE SIDE OF THE POLE CLOSEST TO THE CORRESPONDING CROSSWALK.

LEGEND

- 1 1/2" ELECT. CONDUIT
- 2" ELECT. CONDUIT
- 3" ELECT. CONDUIT
- EXISTING CONDUIT
- SIZE 11 PULL BOX (UNLESS OTHERWISE NOTED)
- EXISTING PULL BOX
- PEDESTRIAN PUSH BUTTON
- WALK AND DON'T WALK
- SIGNAL HEAD WITH BACKPL.
- LUMINAIRE WITH MAST ARM
- OPTICAL DETECTOR
- RADAR TRAFFIC DETECTION
- STREET NAME SIGN
- MAST ARM WITH POLE
- SIGNAL HEAD NO.
- MAST ARM & POLE WITH ABOVE SYMBOLS
- DETECTOR AREA



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Design: TEB 02-11-25
Drawn: TKM 02-11-25
TEC
A CLEAR DETECTION

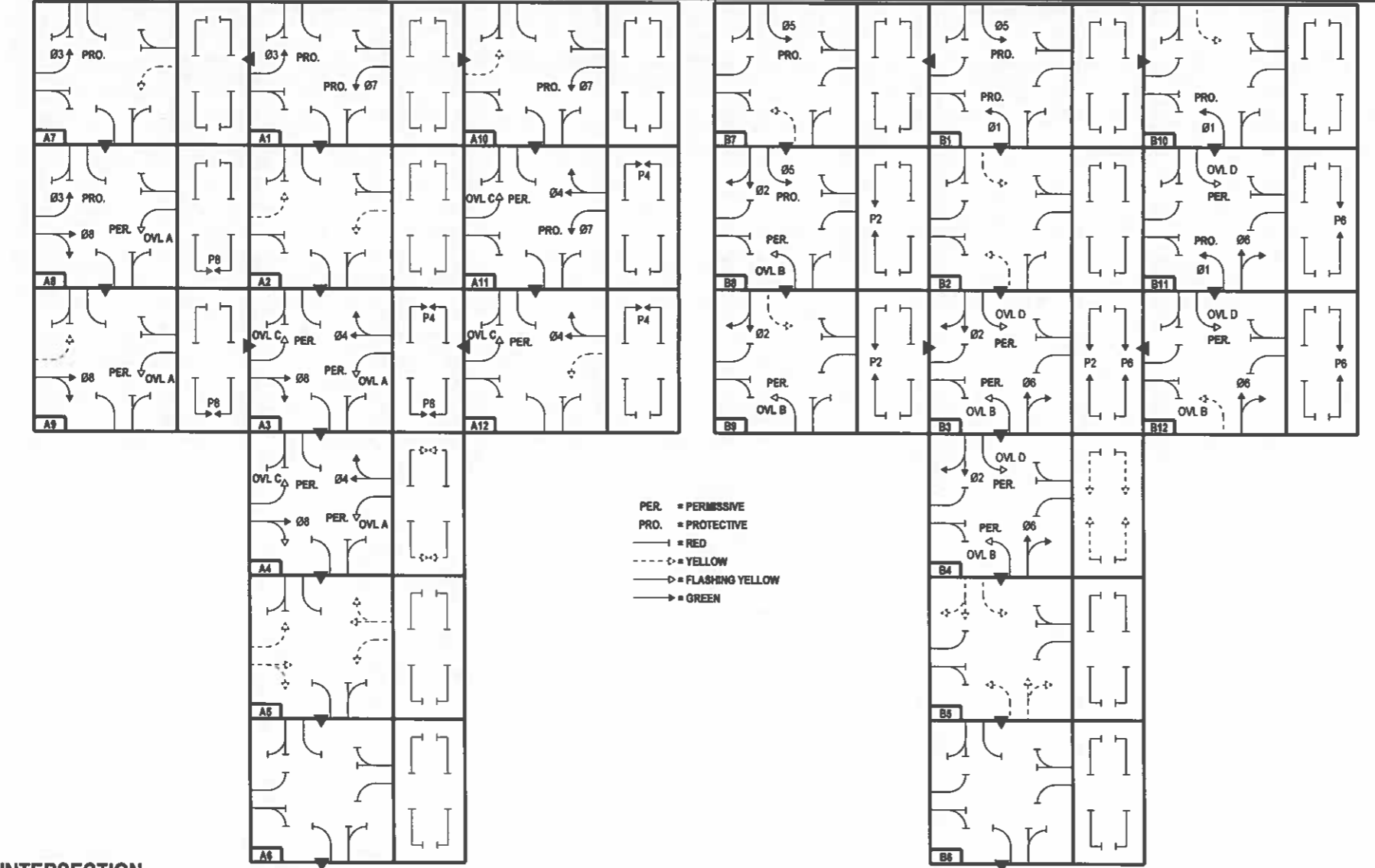
SIGNAL MODIFICATION PLAN
N.W. 36th ST. & COUNCIL RD.

02-4-25 G:\02\Projects\11-324 - 50, NW 36th and Council\Signal - Bethony, OK\11-324-50-SIGNAL MODIFICATION PLAN.dgn

REVISIONS	
NO.	DESCRIPTION

PHASING DIAGRAM

PHASE "A" N.W. 36th ST.	PHASE "B" N. COUNCIL RD.
----------------------------	-----------------------------

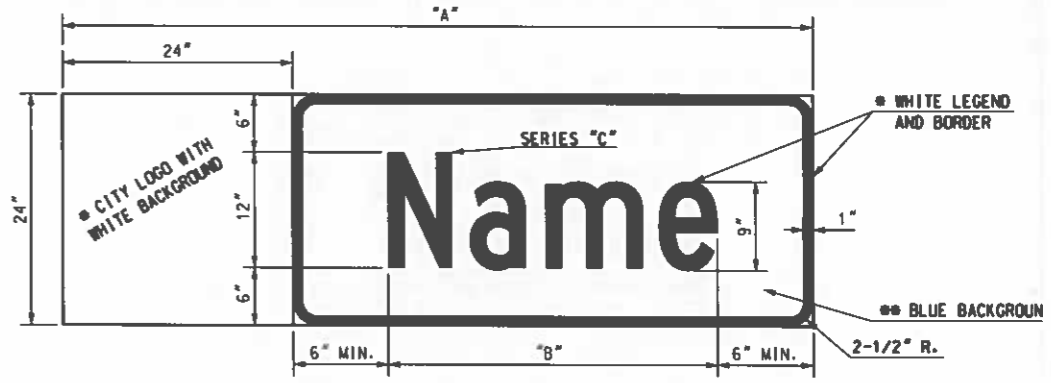
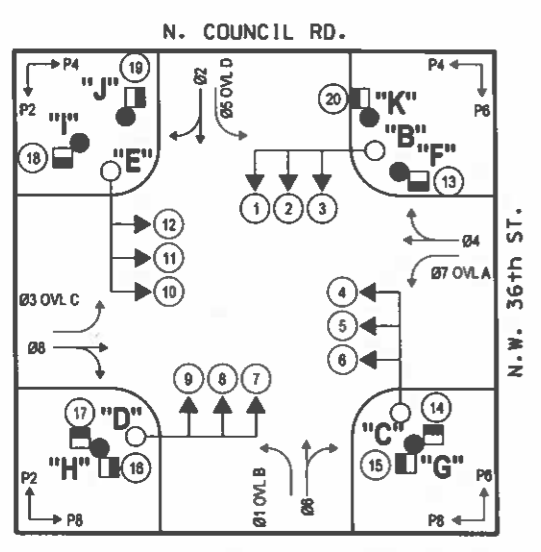


PER. = PERMISSIVE
 PRO. = PROTECTIVE
 — = RED
 - - - = YELLOW
 - - - - - = FLASHING YELLOW
 —> = GREEN

SEQUENCE CHART

DIRECTION	BLOCK NO.	PHASE															
		Ø1 OVL B	Ø6	Ø3 OVL C	Ø6	Ø5 OVL D	Ø2	Ø7 OVL A	Ø4	P6	P6	P2	P4				
		1	2,3	4	5,6	7	8,9	10	11,12	13,14	15,16	17,18	19,20				
Ø3, Ø7 ROW	A1	←R	R	←G	R	←R	R	←G	R	DW	DW	DW	DW				
Ø3, Ø7 CL	A2	←R	R	←Y	R	←R	R	←Y	R	DW	DW	DW	DW				
Ø3, Ø4, Ø7, Ø8, P4, P6 ROW	A3	←R	R	←Y	G	←R	R	←Y	G	DW	W	DW	W				
Ø3, Ø4, Ø7, Ø8 ROW & P4, P6 CL	A4	←R	R	←Y	G	←R	R	←Y	G	DW	FDW	DW	FDW				
Ø3, Ø4, Ø7, Ø8 CL	A5	←R	R	←Y	Y	←R	R	←Y	Y	DW	DW	DW	DW				
ALL RED	A6	←R	R	←R	R	←R	R	←R	R	DW	DW	DW	DW				
Ø3 ROW & Ø7 CL	A7	←R	R	←G	R	←R	R	←R	R	DW	DW	DW	DW				
Ø3, Ø7, Ø8, P6 ROW	A8	←R	R	←G	G	←R	R	←Y	R	DW	W	DW	DW				
Ø7, Ø8, P6 ROW & Ø3 CL	A9	←R	R	←Y	G	←R	R	←Y	R	DW	W	DW	DW				
Ø7 ROW & Ø3 CL	A10	←R	R	←Y	R	←R	R	←G	R	DW	DW	DW	DW				
Ø3, Ø4, Ø7, P4 ROW	A11	←R	R	←Y	R	←R	R	←G	G	DW	DW	DW	W				
Ø3, Ø4, P4 ROW & Ø7 CL	A12	←R	R	←Y	R	←R	R	←Y	G	DW	DW	DW	W				
Ø5, Ø1 ROW	B1	←G	R	←R	R	←G	R	←R	R	DW	DW	DW	DW				
Ø5, Ø1 CL	B2	←Y	R	←R	R	←Y	R	←R	R	DW	DW	DW	DW				
Ø1, Ø2, Ø5, Ø6, P6, P2 ROW	B3	←Y	G	←R	R	←Y	G	←R	R	W	DW	W	DW				
Ø1, Ø2, Ø5, Ø6, ROW & P6, P2 CL	B4	←Y	G	←R	R	←Y	G	←R	R	FDW	DW	FDW	DW				
Ø1, Ø2, Ø5, Ø6 CL	B5	←Y	Y	←R	R	←Y	Y	←R	R	DW	DW	DW	DW				
ALL RED	B6	←R	R	←R	R	←R	R	←R	R	DW	DW	DW	DW				
Ø5 ROW & Ø1 CL	B7	←Y	R	←R	R	←G	R	←R	R	DW	DW	DW	DW				
Ø1, Ø2, Ø5, P2 ROW	B8	←Y	R	←R	R	←G	R	←R	R	DW	DW	W	DW				
Ø1, Ø2, P2 ROW & Ø5 CL	B9	←Y	R	←R	R	←Y	G	←R	R	DW	DW	W	DW				
Ø1 ROW & Ø5 CL	B10	←G	R	←R	R	←Y	R	←R	R	DW	DW	DW	DW				
Ø1, Ø5, Ø6, P6 ROW	B11	←G	G	←R	R	←Y	R	←R	R	W	DW	DW	DW				
Ø5, Ø6, P6 ROW & Ø1 CL	B12	←Y	G	←R	R	←Y	R	←R	R	W	DW	DW	DW				
FLASHING OPERATION	-	←FR	FR	←FR	FR	←FR	FR	←FR	FR	-	-	-	-				

INTERSECTION PHASING & SIGNAL HEAD NO.'S



SUMMARY OF MAST ARM MOUNTED SIGNS

MESSAGE	POLE LOCATION	NO. OF SIGN	A (IN.)	HEIGHT (IN.)	B (IN.)	SIGN AREA (SQ. FT.)	TOTAL SIGN AREA (SQ. FT.)
NW 36th St	B.D	2	108	24	75.2	19.0	38.00
Council Rd	C.E	2	120	24	69.5	18.0	36.00
R10-12ML	B.C.D.E	4	30	36	--	7.5	30.00
TOTAL							104.00

* - TYPE VIII VIP REFLECTIVE SHEETING SHALL BE USED
 ** - TYPE III VIP REFLECTIVE SHEETING SHALL BE USED

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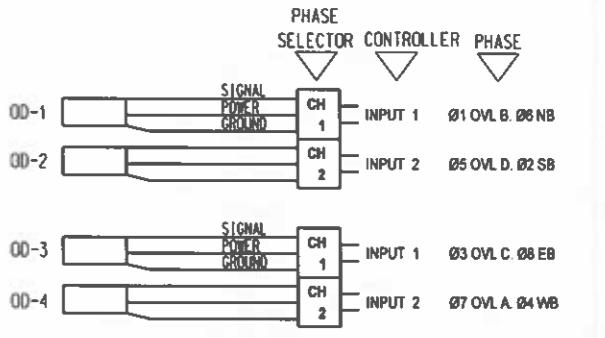
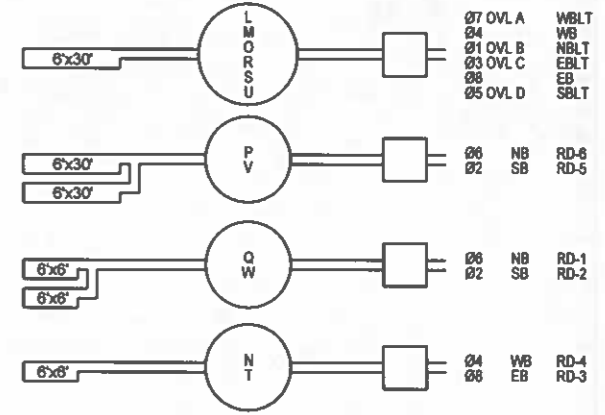
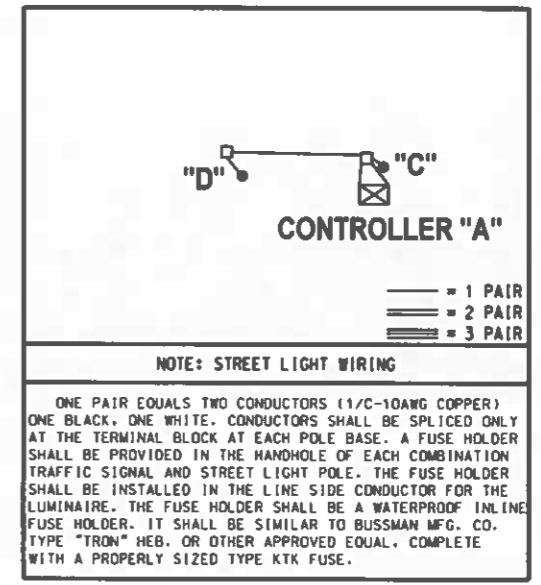
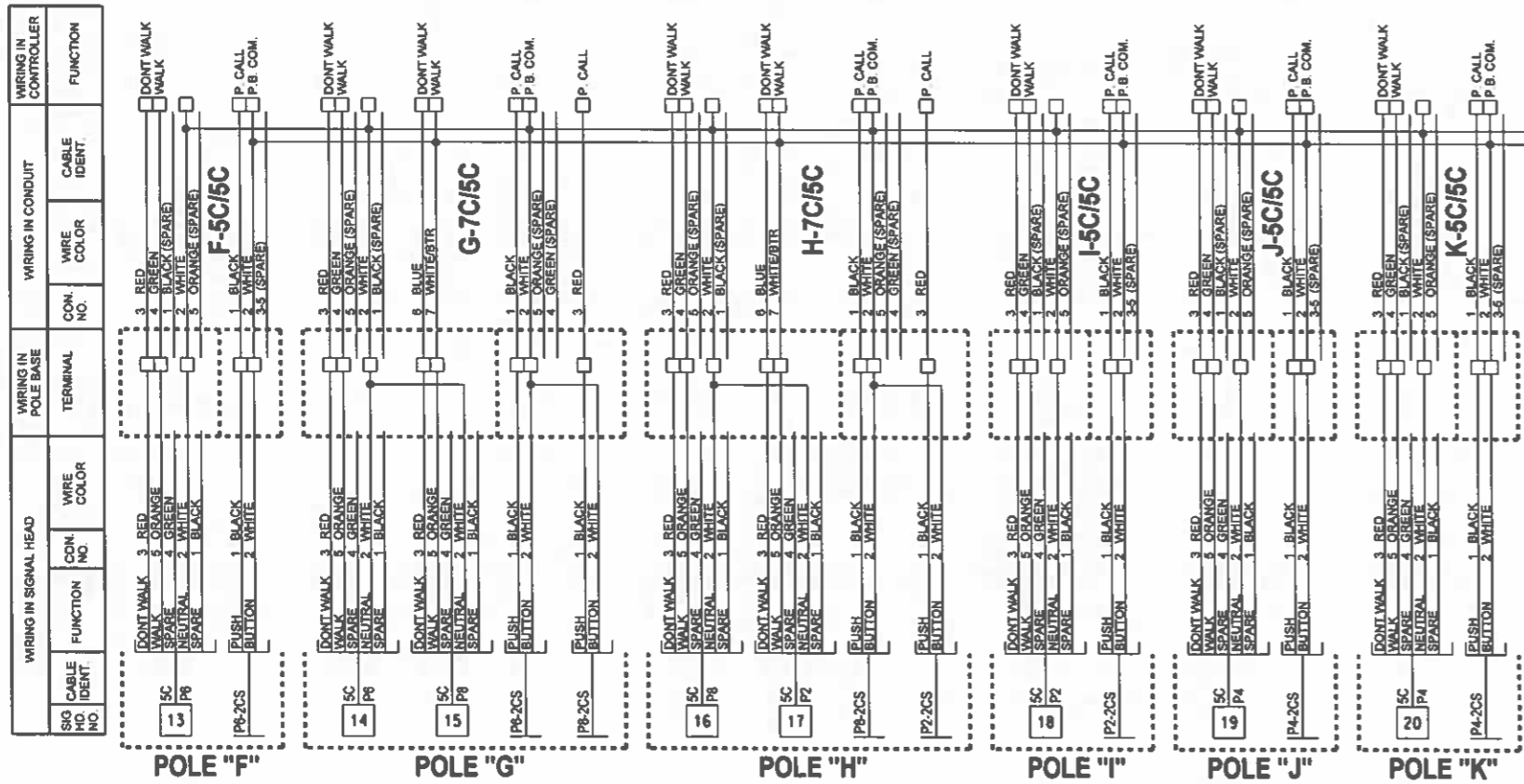
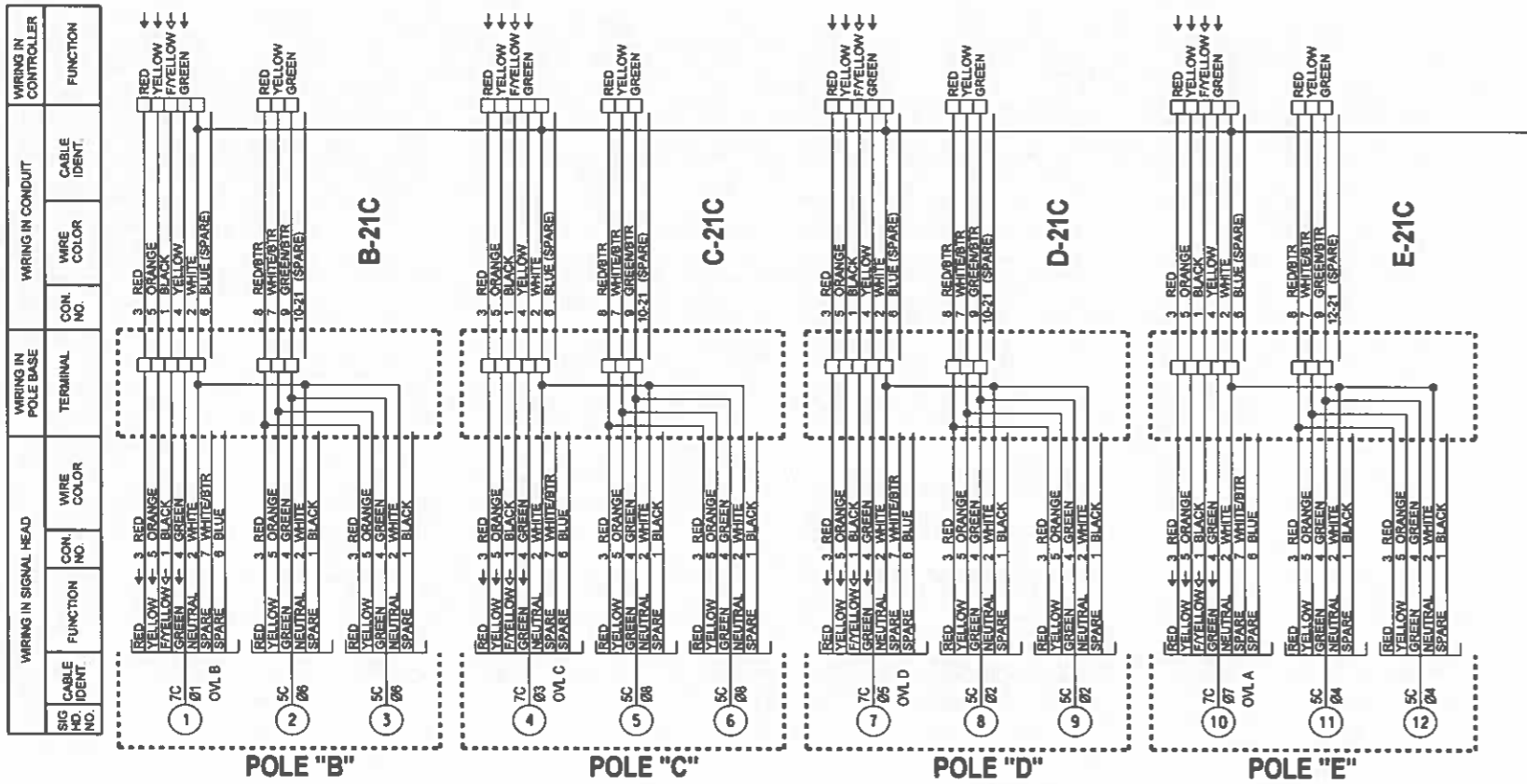


Design TEB 02-11-25
 Drawn TKM 02-11-25
TEC
 A CLEAR OBSERVER

SIGNAL DETAIL
N.W. 36th ST. & COUNCIL RD.

02-11-25 G:\02-11-25\1-324 - 50. NW 36th and Council Signal Plans - Bethony, OK\CAD\1002-SIGNAL DETAIL.dgn

REVISIONS	
NO.	DESCRIPTION



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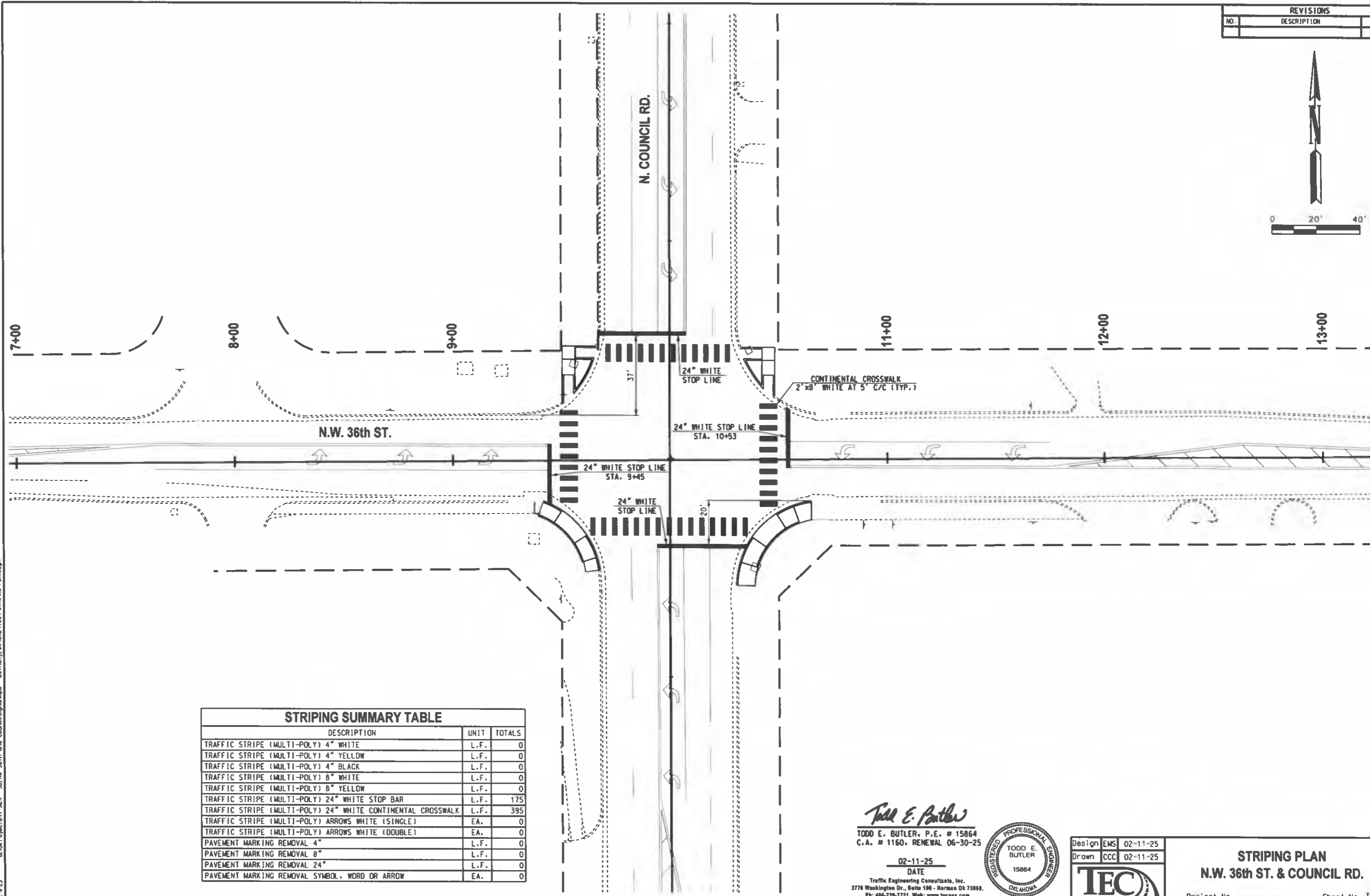
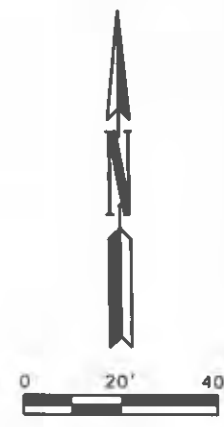


Design TEB 02-11-25
 Drawn TKM 02-11-25

SIGNAL WIRING DIAGRAM
N.W. 36th ST. & COUNCIL RD.

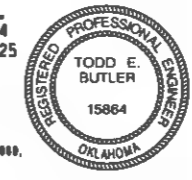
NOTE: IF JUMPERS OR OTHER CONNECTIONS ARE MADE IN THE FIELD DURING INSTALLATION, AND ARE ACCEPTED BY THE ENGINEER THIS SHOULD BE SHOWN ON THE WIRING DIAGRAM FOR FUTURE REFERENCE.

REVISIONS	
NO.	DESCRIPTION



STRIPING SUMMARY TABLE			
DESCRIPTION	UNIT	TOTALS	
TRAFFIC STRIPE (MULTI-POLY) 4" WHITE	L.F.	0	
TRAFFIC STRIPE (MULTI-POLY) 4" YELLOW	L.F.	0	
TRAFFIC STRIPE (MULTI-POLY) 4" BLACK	L.F.	0	
TRAFFIC STRIPE (MULTI-POLY) 8" WHITE	L.F.	0	
TRAFFIC STRIPE (MULTI-POLY) 8" YELLOW	L.F.	0	
TRAFFIC STRIPE (MULTI-POLY) 24" WHITE STOP BAR	L.F.	175	
TRAFFIC STRIPE (MULTI-POLY) 24" WHITE CONTINENTAL CROSSWALK	L.F.	395	
TRAFFIC STRIPE (MULTI-POLY) ARROWS WHITE (SINGLE)	EA.	0	
TRAFFIC STRIPE (MULTI-POLY) ARROWS WHITE (DOUBLE)	EA.	0	
PAVEMENT MARKING REMOVAL 4"	L.F.	0	
PAVEMENT MARKING REMOVAL 8"	L.F.	0	
PAVEMENT MARKING REMOVAL 24"	L.F.	0	
PAVEMENT MARKING REMOVAL SYMBOL, WORD OR ARROW	EA.	0	

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Design	EMS	02-11-25
Drawn	CCC	02-11-25

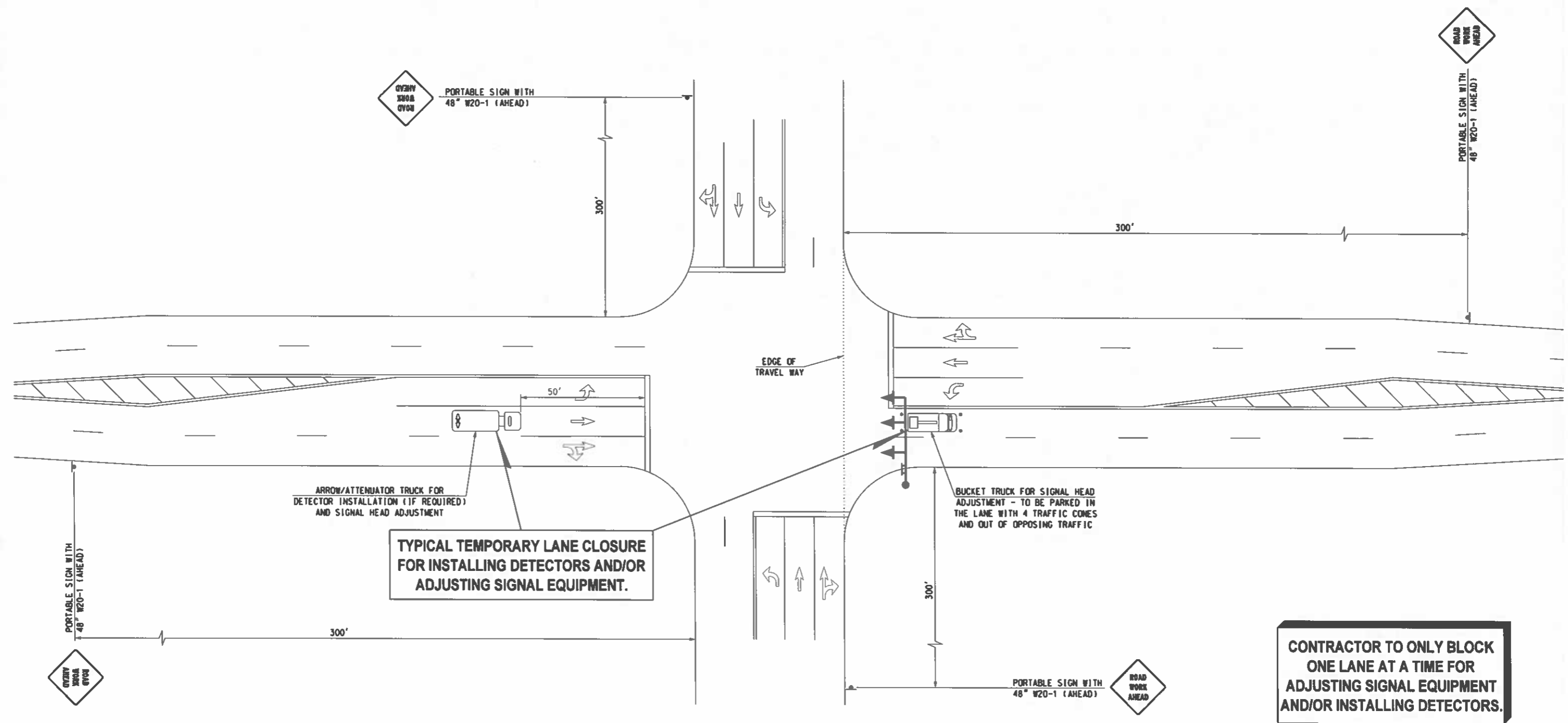


STRIPING PLAN
N.W. 36th ST. & COUNCIL RD.

Project No. _____ Sheet No. **10**
 OKLAHOMA C

02-11-25 G:\09\projects\1-324 - SD, HW 36th and Council\Signage - Bethany, OK\CAD\1004-STRIPING PLAN.dgn

REVISIONS	
NO.	DESCRIPTION

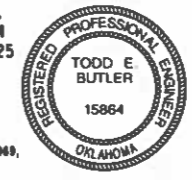


TYPICAL TEMPORARY LANE CLOSURE FOR INSTALLING DETECTORS AND/OR ADJUSTING SIGNAL EQUIPMENT.

CONTRACTOR TO ONLY BLOCK ONE LANE AT A TIME FOR ADJUSTING SIGNAL EQUIPMENT AND/OR INSTALLING DETECTORS.

G:\08\projects\1-324 - SD, MI 36th and Council\Signage - Bethany, OK\CAD\1005-TYPICAL SIGNAL TRAFFIC CONTROL.dgn

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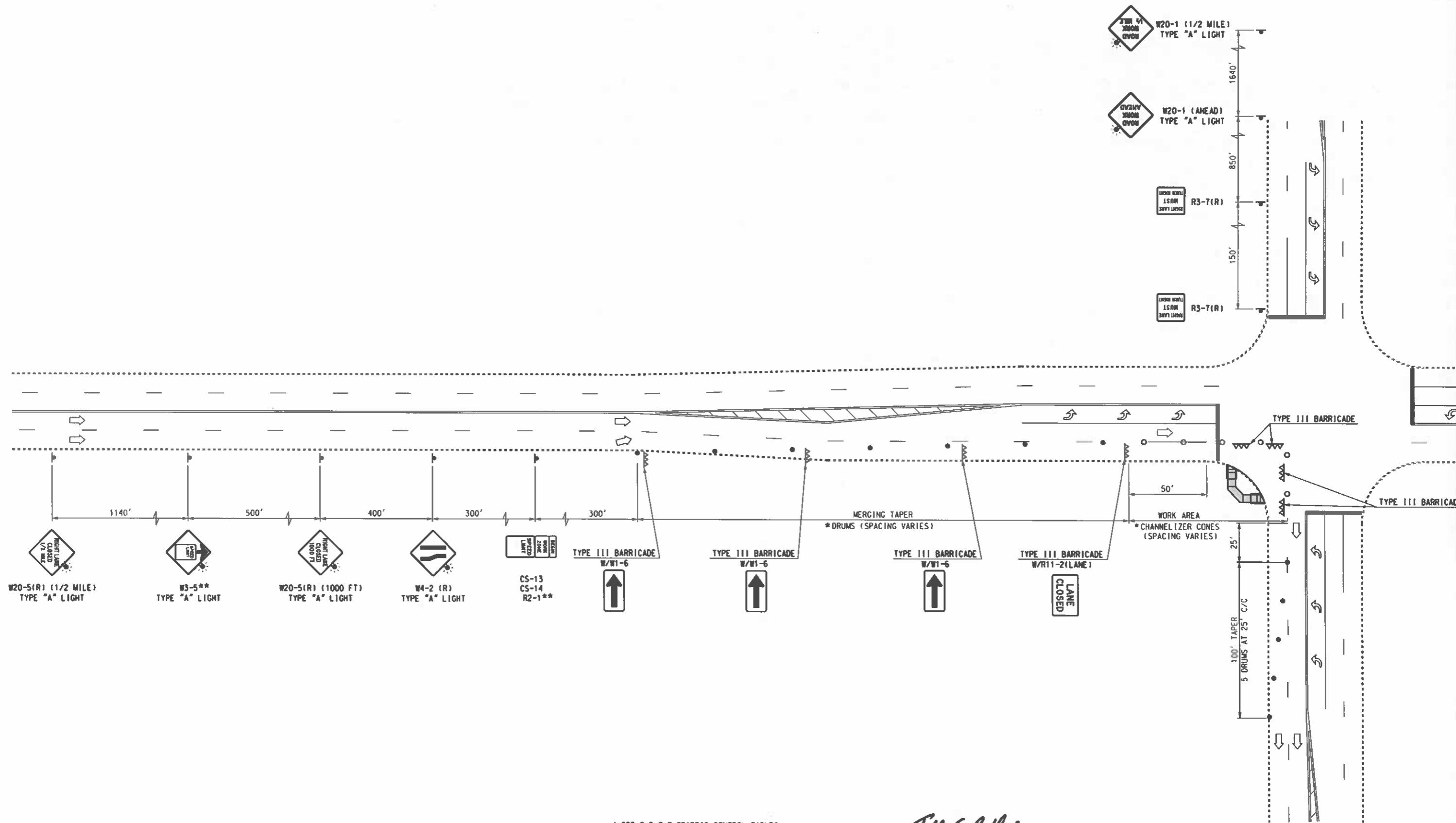


Design	TEB	02-11-25
Drawn	CCC	02-11-25

TEC
A CLEAR DECISION

TYPICAL SIGNAL TRAFFIC CONTROL

REVISIONS	
NO.	DESCRIPTION



02-1-25 G:\0\Projects\17-324 - SD, W/ 36th and Council\Signamps - Bethany, OK\CAD\T006-TYPICAL OUTSIDE LANE CLOSURE DETAIL.dgn

* SEE O.D.O.T TRAFFIC CONTROL TABLES AND CHARTS (LATEST REVISION) FOR TAPER LENGTH AND CHANNELIZER SPACING.
 ** SPEED LIMIT DROP TO BE DETERMINED BY SITE ENGINEER ON AN AS NEEDED BASIS. REMOVE SIGN IF NOT REQUIRED.

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DRAWING NOT TO SCALE

Design	EMS	02-11-25
Drawn	CCC	02-11-25



TYPICAL OUTSIDE LANE CLOSURE DETAIL

EROSION AND SEDIMENT CONTROLS

SITE DESCRIPTION

PROJECT LIMITS: INTERSECTION OF NW 36 STREET AND
AND NORTH COUNCIL ROAD

PROJECT DESCRIPTION: TRAFFIC SIGNALIZATION AND
PEDESTRIAN IMPROVEMENTS

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

TOTAL AREA TO BE DISTURBED: 0.10 ACRES

WEIGHTED RUNOFF COEFFICIENT: 0.90

NAME OF RECEIVING WATERS: UNNAMED TRIBUTARY OF
NORTH CANADIAN RIVER

SOIL STABILIZATION PRACTICES:

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

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

STRUCTURAL PRACTICES

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

OFFSITE VEHICLE TRACKING:

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

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:

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

WASTE MATERIALS:

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

HAZARDOUS MATERIALS

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

GENERAL NOTES:

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

IN ADDITION:

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

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

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

REV. NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
DATE: 03-18-2024
DRAWN BY: GIBBS
CHECKED BY: P. GARRETT



CITY OF BETHANY
NW 36TH STREET AND COUNCIL ROAD
TRAFFIC SIGNALIZATION AND PEDESTRIAN
IMPROVEMENTS

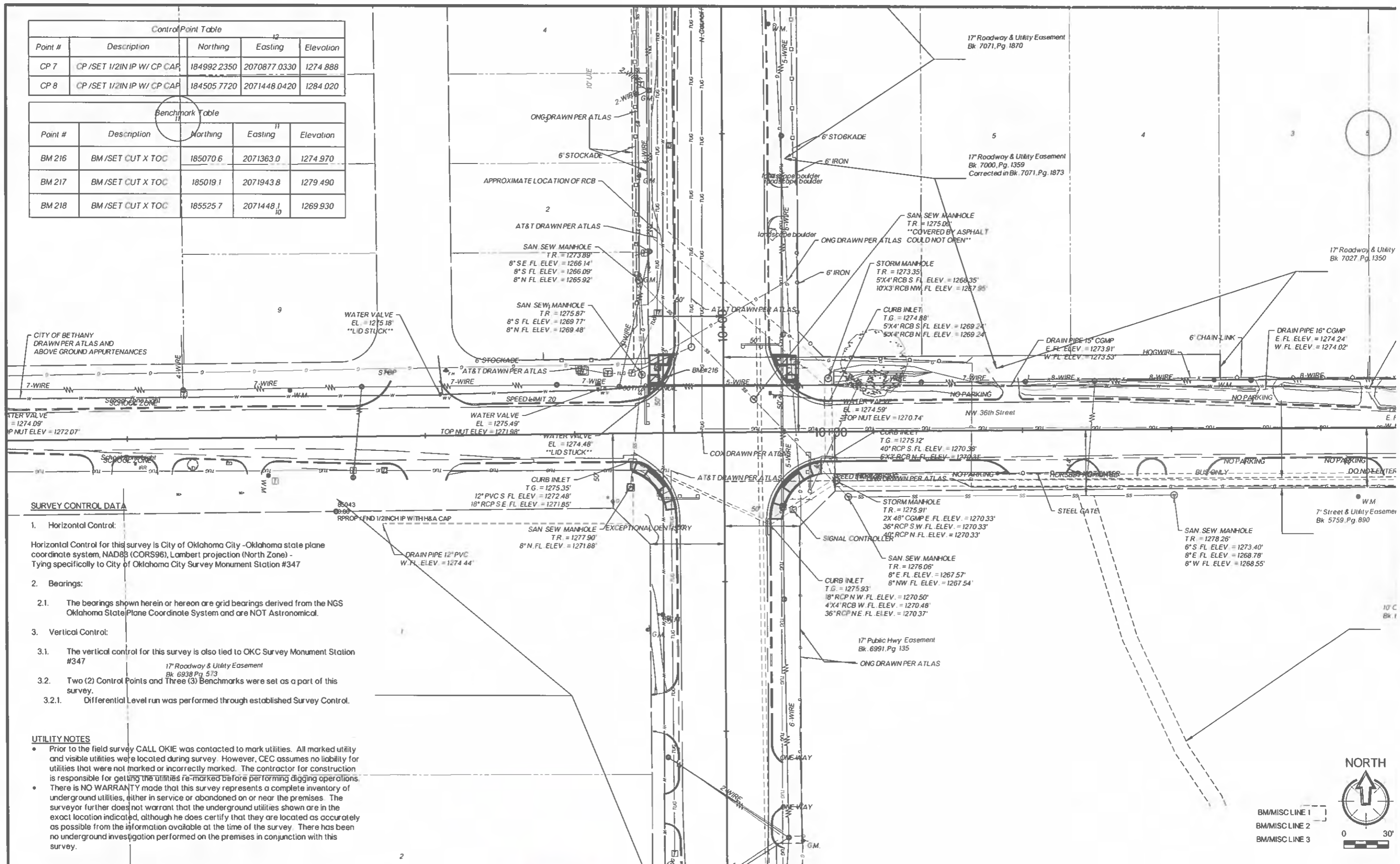
GENERAL
STORMWATER POLLUTION
PREVENTION PLAN



SHEET NO.
ER01
SHEET - 0

Control Point Table				
Point #	Description	Northing	Easting	Elevation
CP 7	CP / SET 1/2 IN IP W/ CP CAP	184992.2350	2070877.0330	1274.888
CP 8	CP / SET 1/2 IN IP W/ CP CAP	184505.7720	2071448.0420	1284.020

Benchmark Table				
Point #	Description	Northing	Easting	Elevation
BM 216	BM / SET CUT X TOC	185070.6	2071363.0	1274.970
BM 217	BM / SET CUT X TOC	185019.1	2071943.8	1279.490
BM 218	BM / SET CUT X TOC	185525.7	2071448.1	1269.930



SURVEY CONTROL DATA

- 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 #347
- Bearings:
 - The bearings shown herein or hereon are grid bearings derived from the NGS Oklahoma State Plane Coordinate System and are NOT Astronomical.
- Vertical Control:
 - The vertical control for this survey is also tied to OKC Survey Monument Station #347
17' Roadway & Utility Easement Bk. 6938 Pg. 573
 - Two (2) Control Points and Three (3) Benchmarks were set as a part of this survey.
 - Differential Level run was performed through established Survey Control.

UTILITY NOTES

- Prior to the field survey CALL OKIE was contacted to mark utilities. All marked utility and visible utilities were located during survey. However, CEC assumes no liability for utilities that were not marked or incorrectly marked. The contractor for construction is responsible for getting the utilities re-marked before performing digging operations.
- There is NO WARRANTY made that this survey represents a complete inventory of underground utilities, either in service or abandoned on or near the premises. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from the information available at the time of the survey. There has been no underground investigation performed on the premises in conjunction with this survey.

REV NO.	DATE	DRWN	CHKD	REMARKS

SCALE: AS SHOWN
 DATE: 03-18-2024
 DRAWN BY: GIBBS
 CHECKED BY: P. GARRETT



CITY OF BETHANY
 NW 36TH STREET AND COUNCIL ROAD
 TRAFFIC SIGNALIZATION AND PEDESTRIAN
 IMPROVEMENTS

CIVIL
 SURVEY DATA

PROF
 SHEET NO.
 S001
 SHEET - O



BMMISCLINE 1
 BMMISCLINE 2
 BMMISCLINE 3

STORM WATER MANAGEMENT EROSION AND SEDIMENT CONTROL NOTES

GENERAL NOTES

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

STORM WATER MANAGEMENT

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

EROSION AND SEDIMENT CONTROL

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

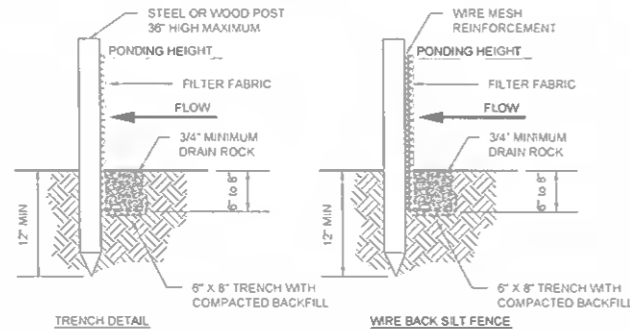
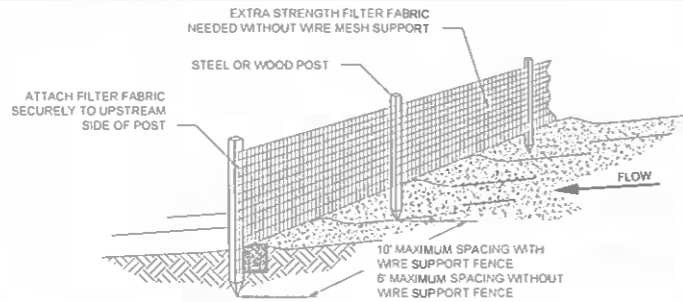
- 1 Immediately after mobilization but prior to initiation any soil-disturbing activities, the Contractor will install all specified perimeter controls on the site. These practices have been designed to trap all sediment produced during soil-disturbing activities, and to prevent off-site damage. It is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

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

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

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





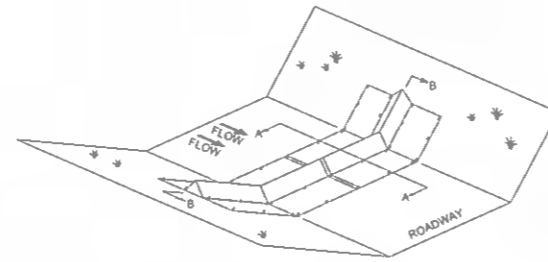
TRENCH DETAIL

WIRE BACK SILT FENCE

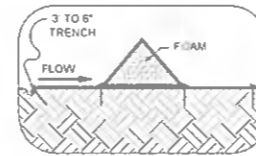
NOTES

- 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

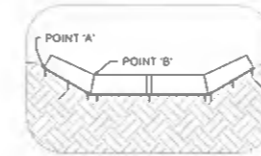
SILT FENCE



SILT DAM UNIT
CUT SECTION



DETAIL A-A

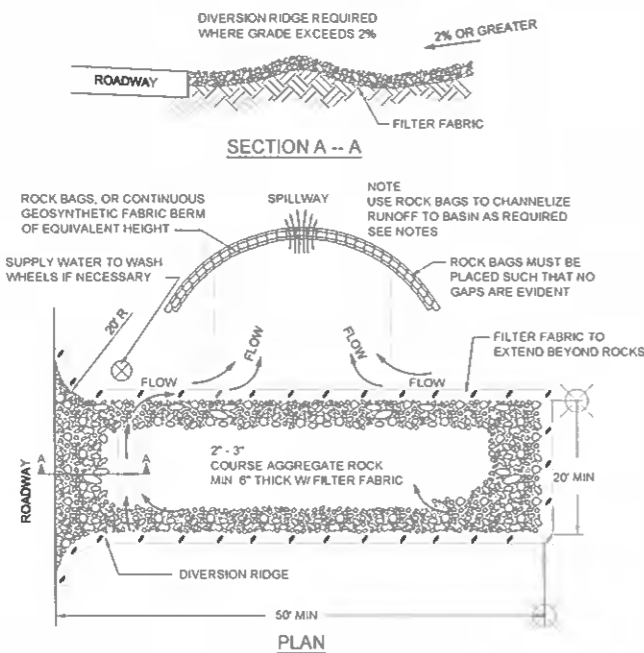


DETAIL B-B

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

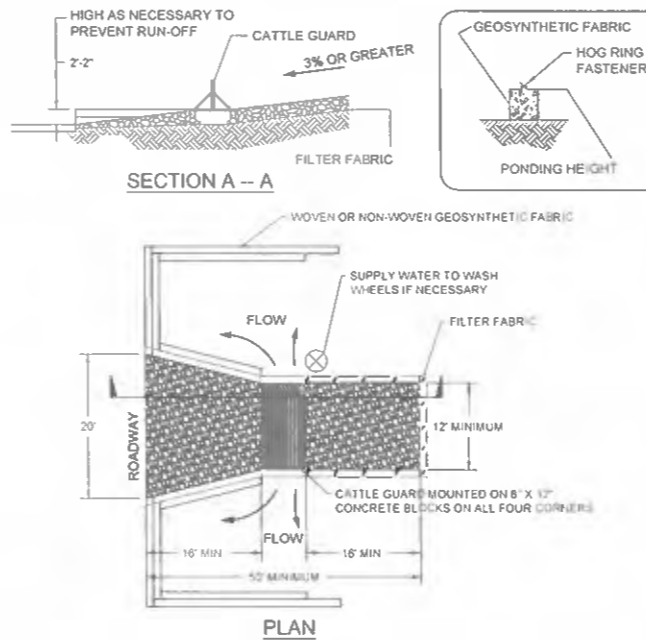
TRIANGULAR SILT DIKES



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

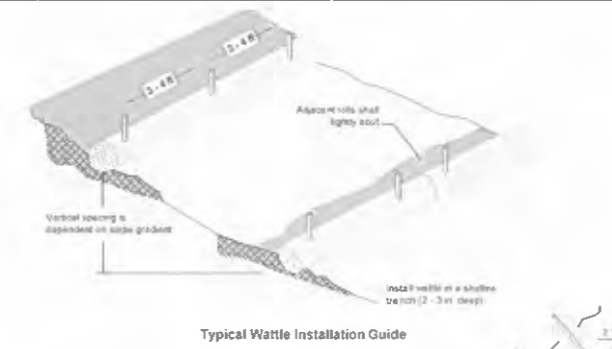
TEMPORARY ROCK CONSTRUCTION ENTERANCE / EXIT



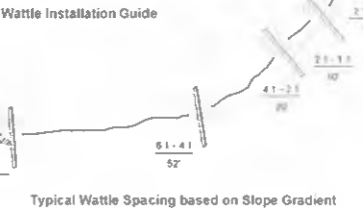
NOTES:

- 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 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

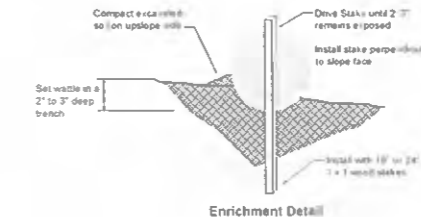
TEMPORARY ROCK CONSTRUCTION ENTERANCE / EXIT - STEEP GRADES



Typical Wattle Installation Guide



Typical Wattle Spacing based on Slope Gradient

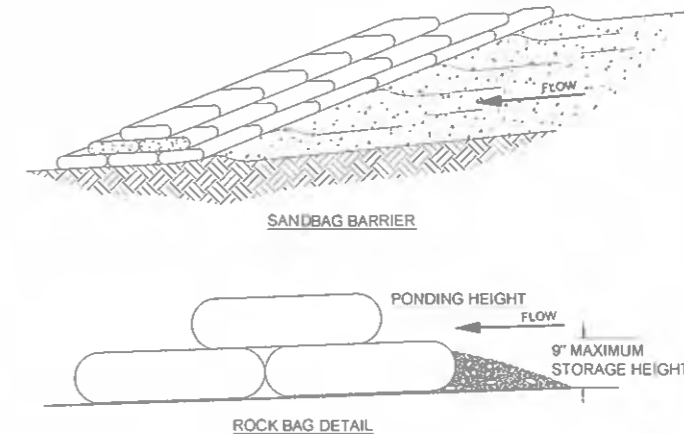


Enrichment Detail

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



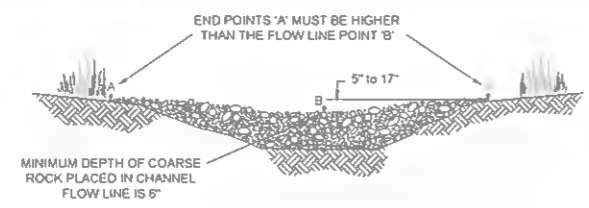
SANDBAG BARRIER

ROCK BAG DETAIL

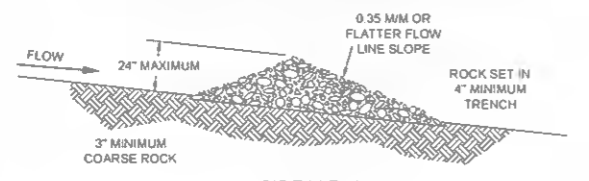
NOTES

- 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 WATTLE. 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

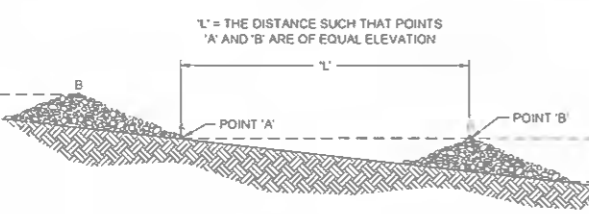
ROCK BAG SILT FENCE



VIEW LOOKING UPSTREAM



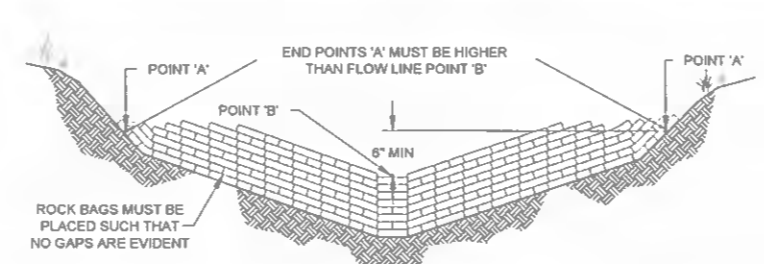
SIDE VIEW



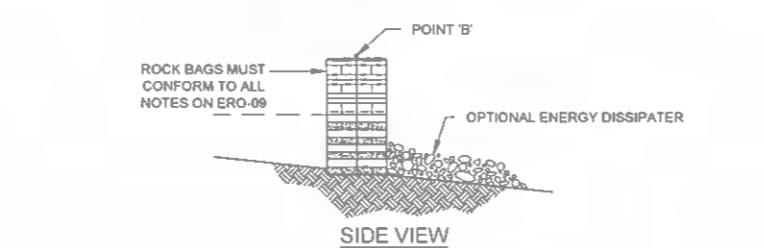
SPACING BETWEEN CHECK DAMS

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

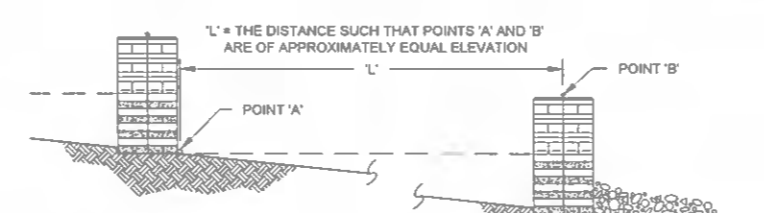
ROCK CHECK DAMS



VIEW LOOKING UPSTREAM

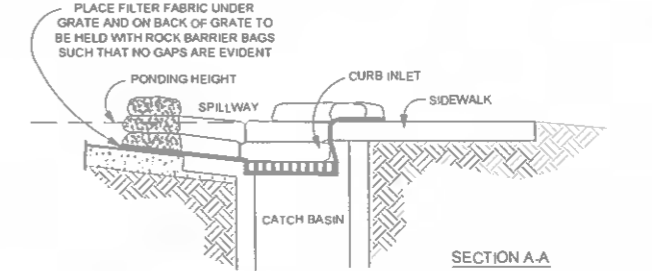
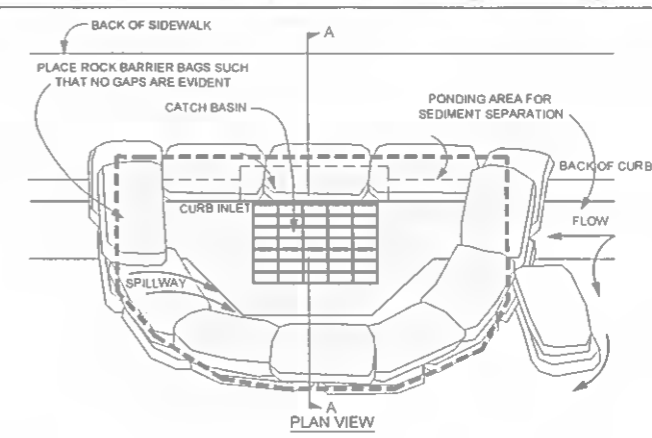


SIDE VIEW



SPACING BETWEEN CHECK DAMS

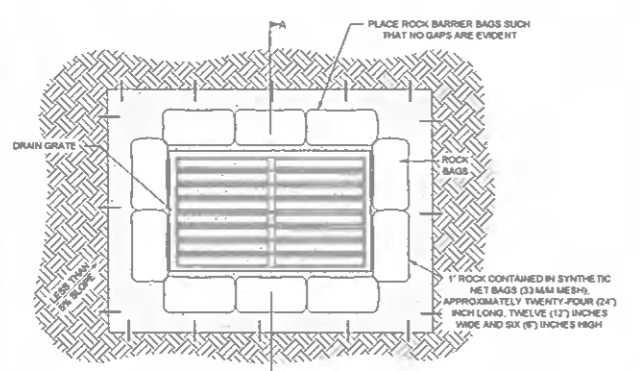
ROCK BAG CHECK DAMS



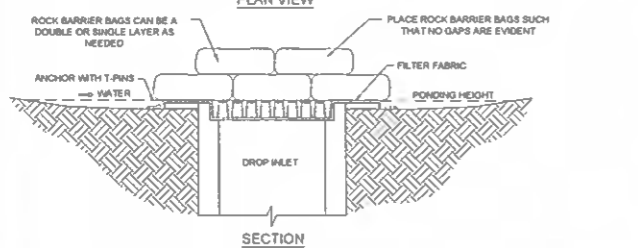
NOTES

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

ROCK BAG CURB INLET BARRIER



PLAN VIEW

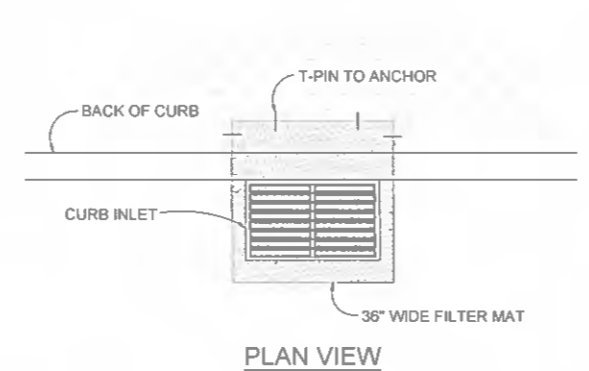


SECTION

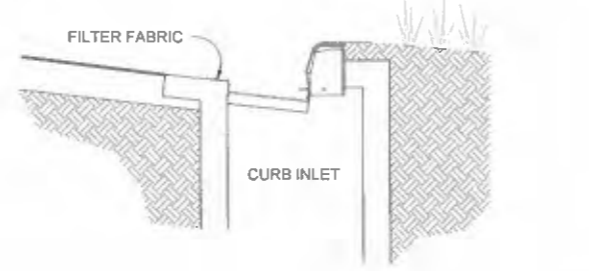
NOTE:

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

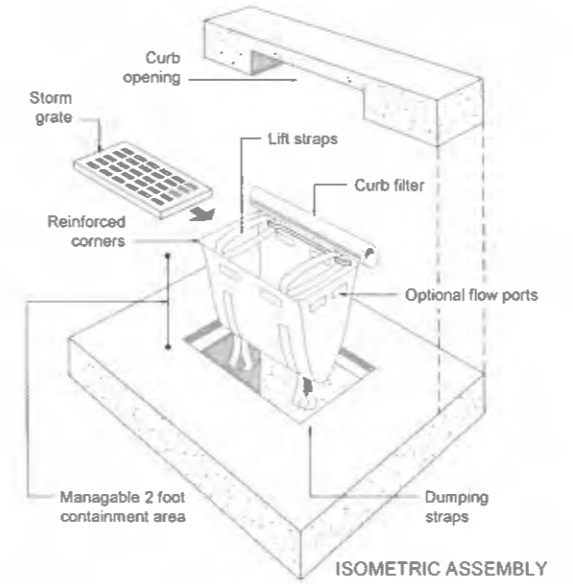


CURB INLET

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.

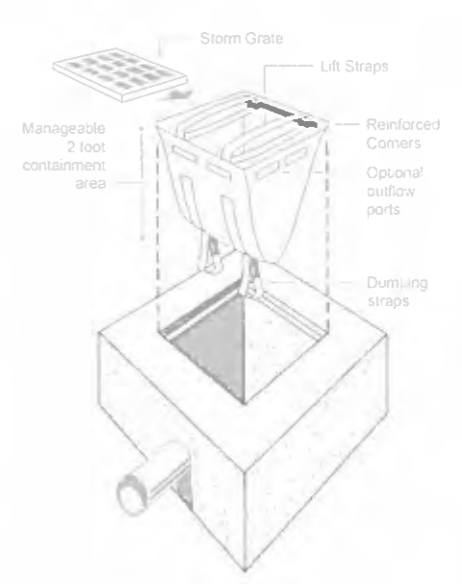
CURB INLET FILTER MAT SEDIMENT BARRIER



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



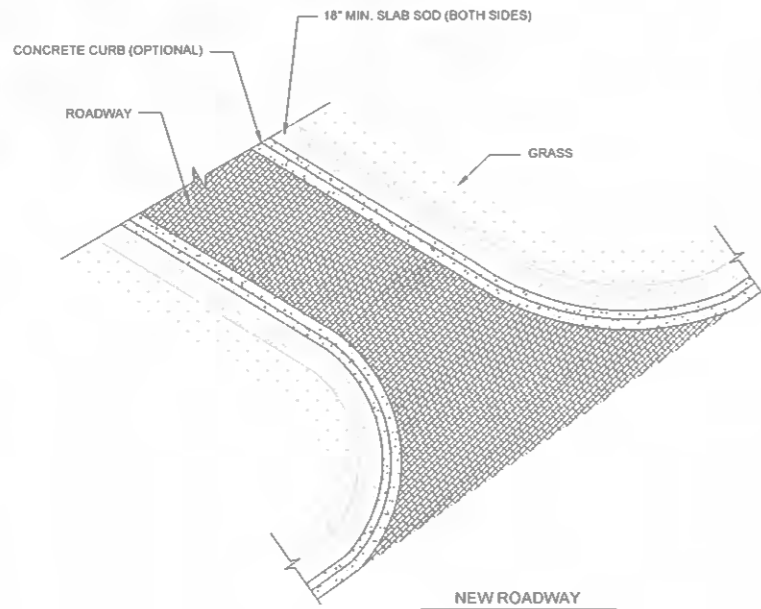
NOTES

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
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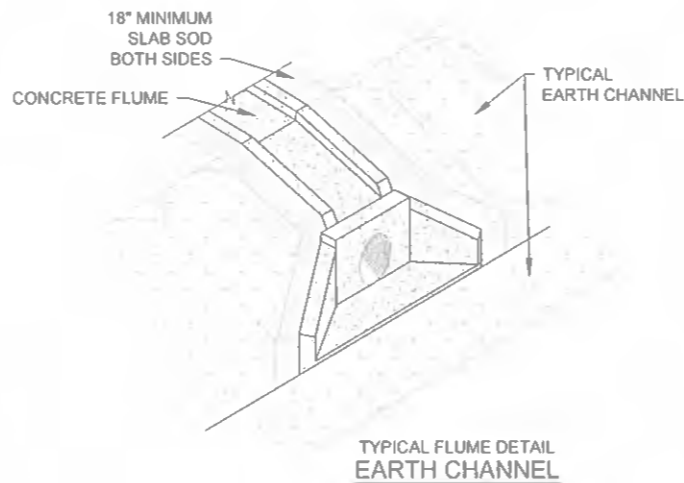
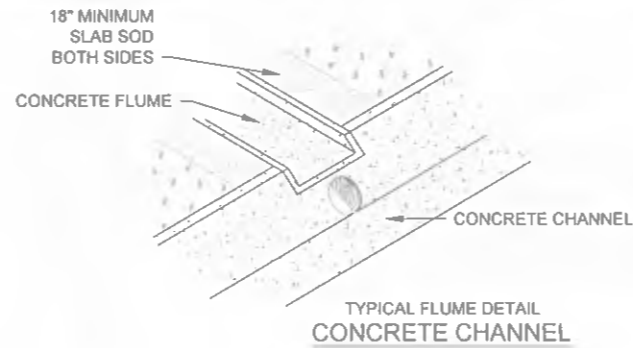
DROP INLET SEDIMENT BAG



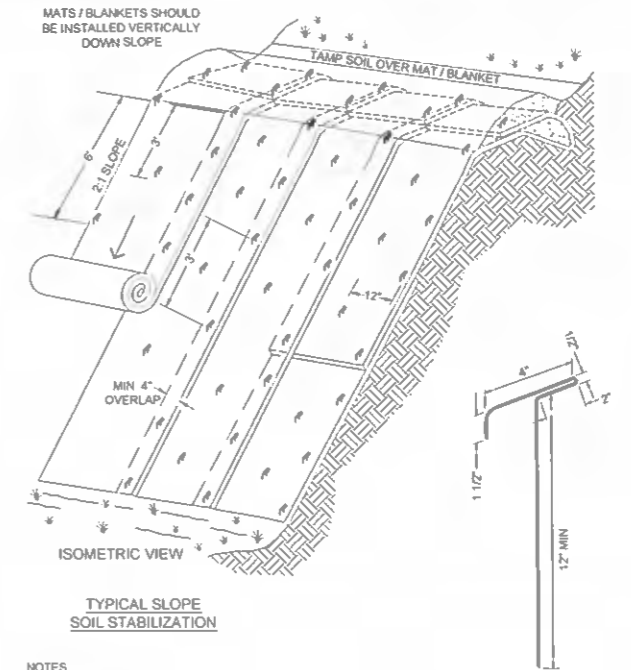
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NEW ROADWAYS

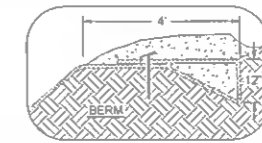


CONCRETE FLUME

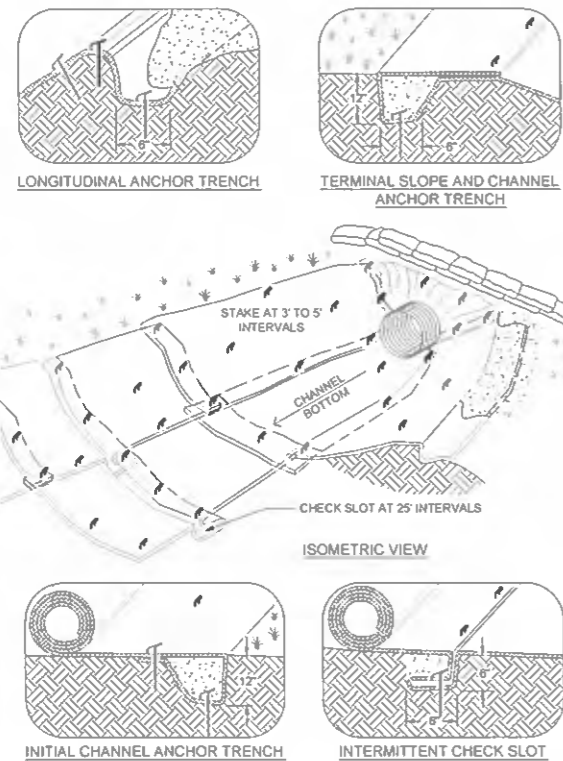


NOTES

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



EROSION BLANKET / TURF REINFORCEMENT MAPS - SLOPE INSTALLATION

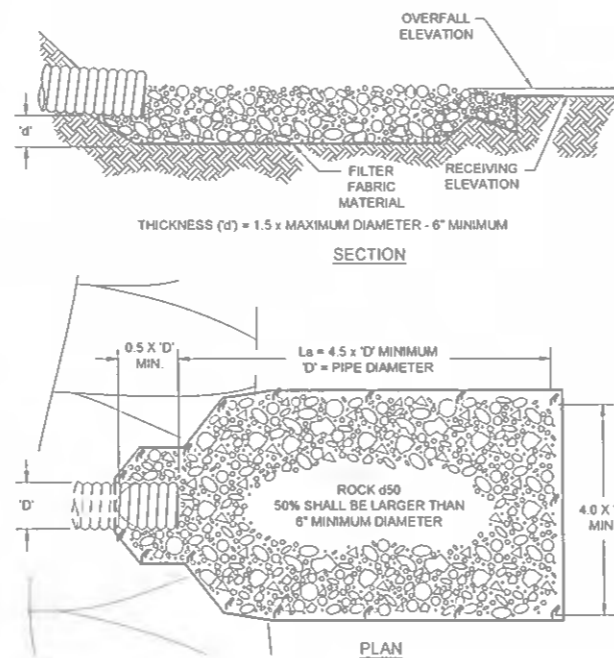


NOTES

- CHECK SLOTS TO BE CONSTRUCTED PER MANUFACTURE'S SPECIFICATIONS
- STAKING OF STAPLING LAYOUT PER MANUFACTURE'S SPECIFICATIONS

EROSION BLANKET / TURF REINFORCEMENT MAPS

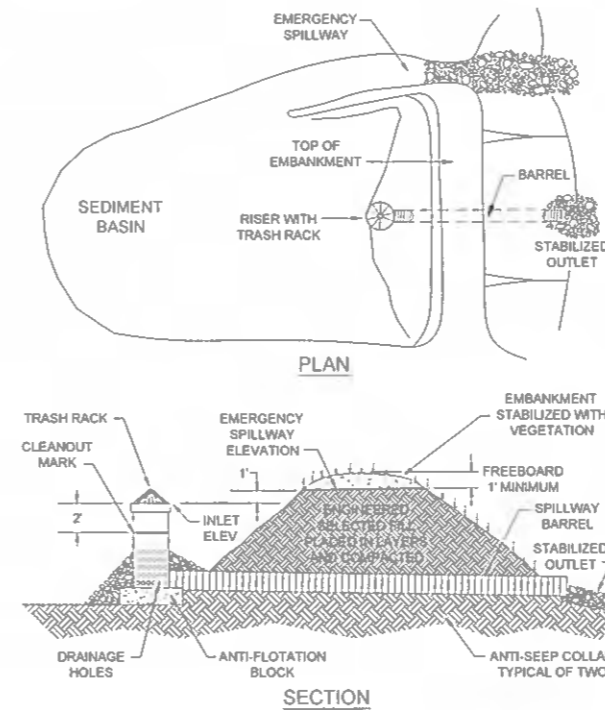
CHANNEL INSTALLATION



NOTES

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

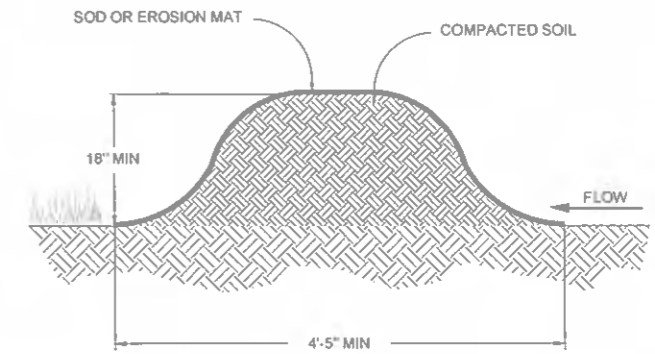
ENERGY DISSIPATER



NOTES

- 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.
- ACCUMULATED SEDIMENT SHALL BE CLEANED OUT WHEN BASIN REACHES APPROXIMATELY 50% CAPACITY
- THE SEDIMENT BASIN WILL BE REMOVED WITHIN THREE YEARS

TYPICAL SEDIMENT BASIN



TYPICAL EARTH DIKE

NOTES

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

TYPICAL EARTH DIKE



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

DATE: 03-28-13

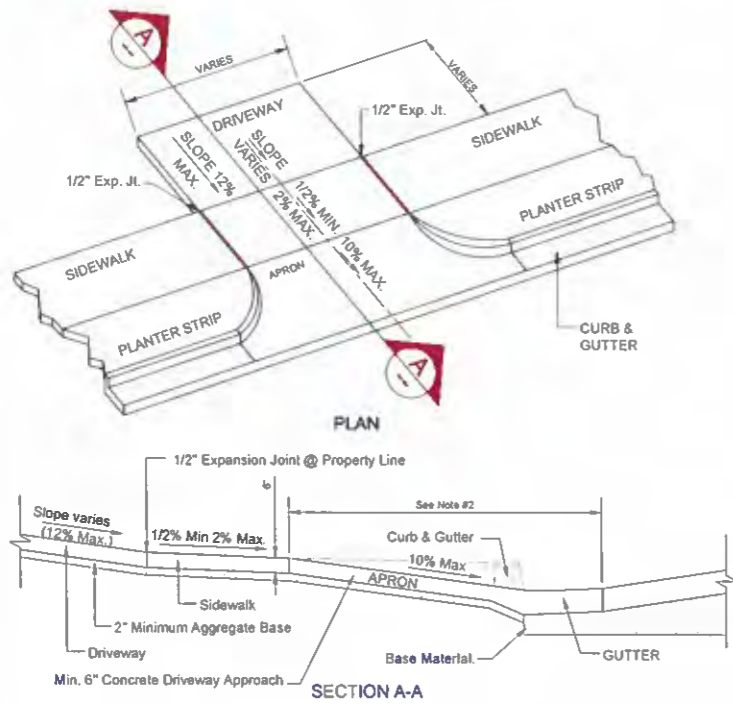
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03-28-13

Drawing Number

ERO-D3

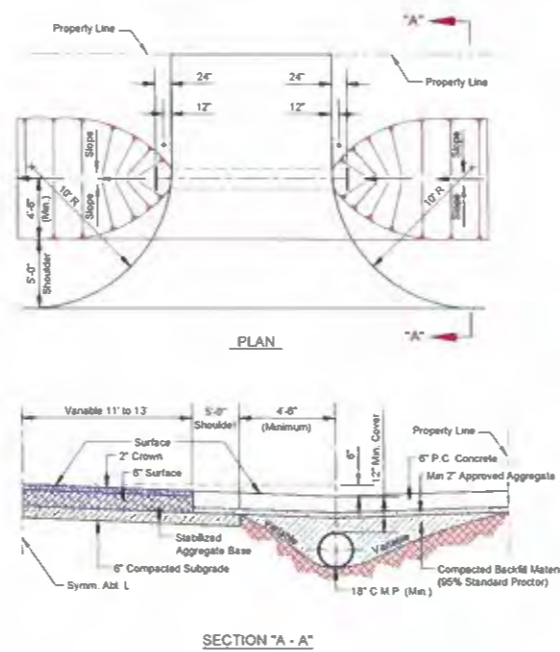
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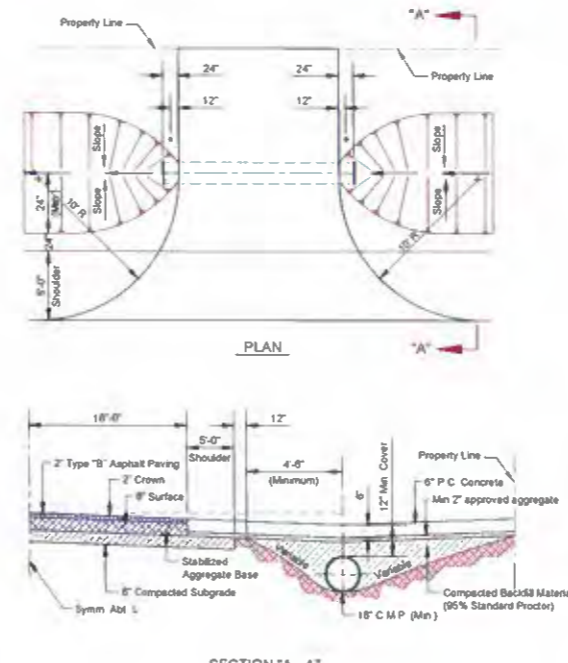
NOTES:

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 18' 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 an industrial driveway approaches may be thicker or approved by the City Engineer.

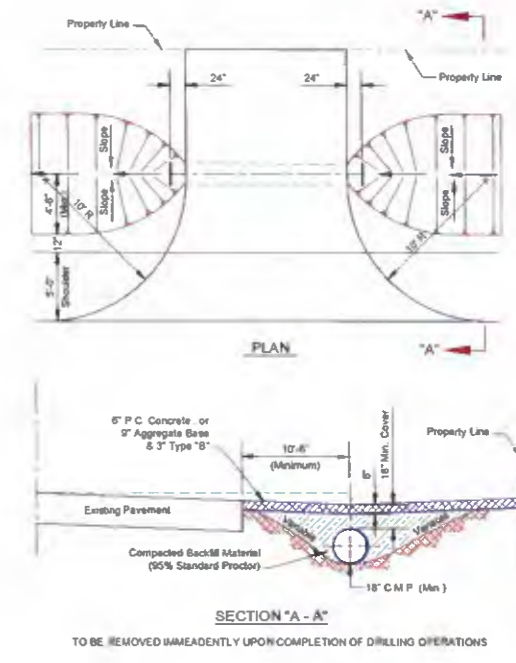
DRIVEWAY DETAILS
• 310 •



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 •

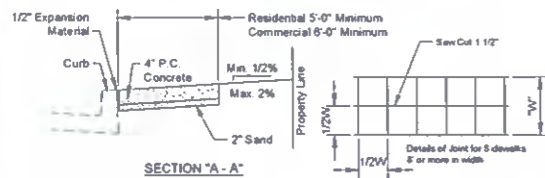
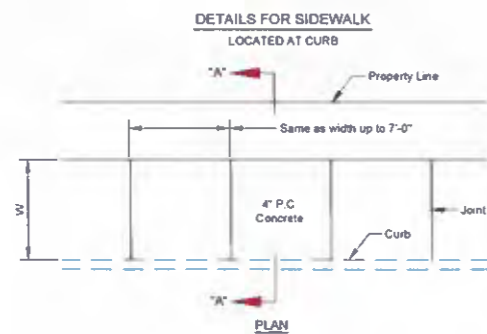


APPROVED BY: DATE: 08-12-23
ERIC J. WENGER, P.E.
CITY ENGINEER

DRAWN: VSC
DATE: 02-05-13

**STANDARD TYPICAL SECTIONS
DRIVEWAY DETAILS**

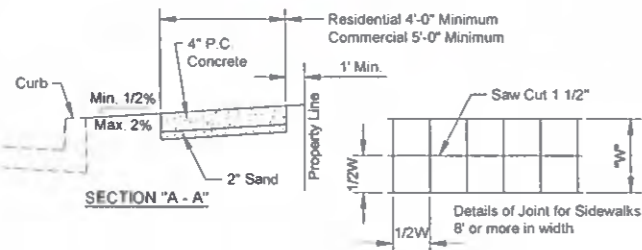
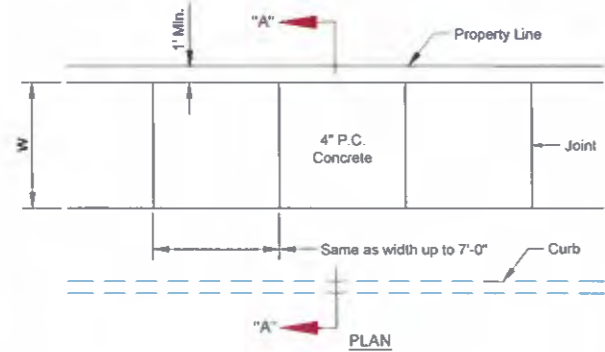
Drawing Number
D-300



NOTES

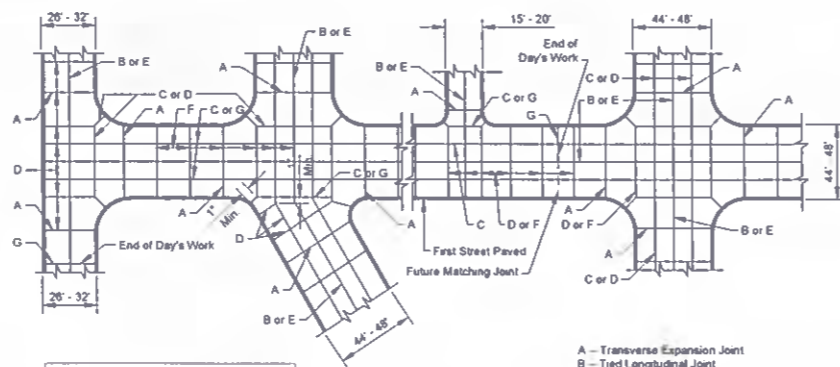
- 1/2" x 4" premolded expansion material around Power Poles or other structures in walk with at least 36" of clear travel space
- Expansion Joints maximum distance = 100', use 1/2" x 4" premolded expansion material
- Contraction Joints maximum distance = 7', saw cut 1 1/2" deep and fill with sealant
- 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:

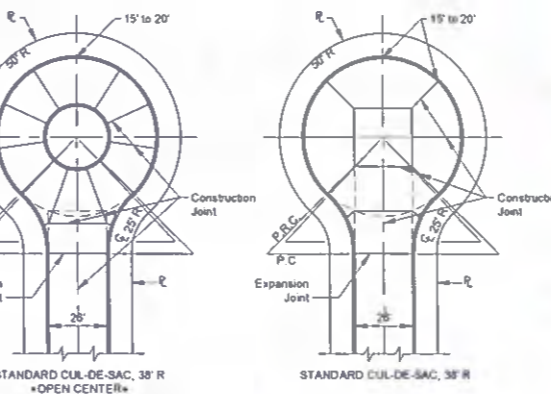
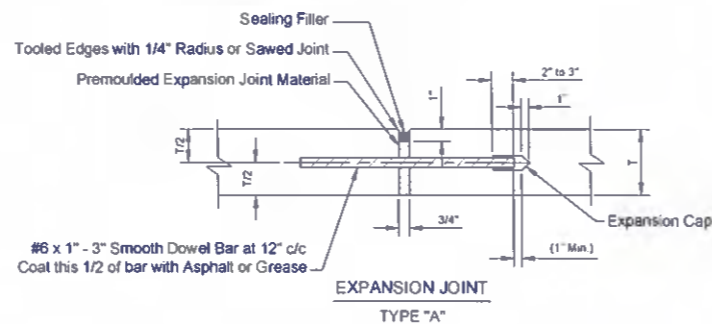
- 1/2" x 4" premolded expansion material around Power Poles or other structures in walk with at least 36" of clear travel space
- Expansion Joints maximum distance = 100', use 1/2" x 4" premolded expansion material.
- Contraction Joints maximum distance = 7', saw cut 1 1/2" deep and fill with sealant.
- 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



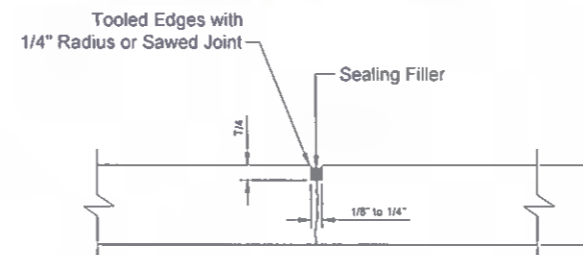
CROWN SCHEDULE		
FULL WIDTH	To 33' with 8" Curbs	32' & over with 8" Curbs
	2 1/2"	4"

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

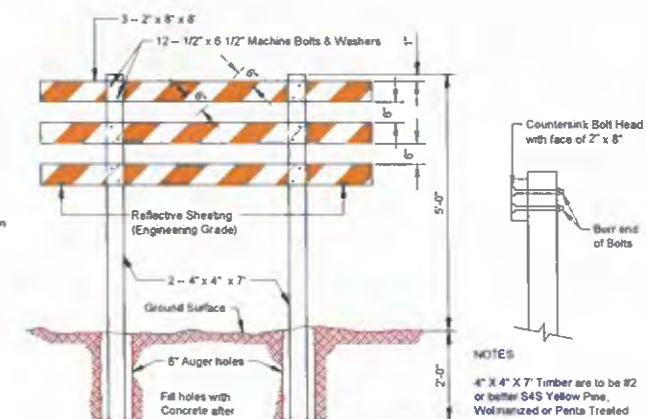
JOINT LAYOUT DETAILS



JOINT LAYOUT DETAILS



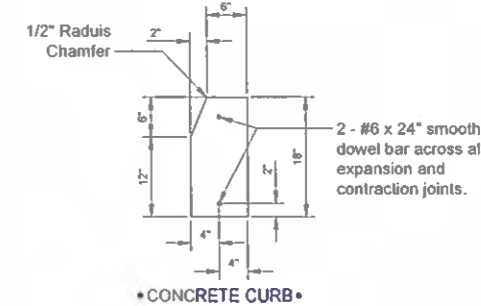
CONTRACTION JOINT TYPE "D" (ALT. TYPE "F")



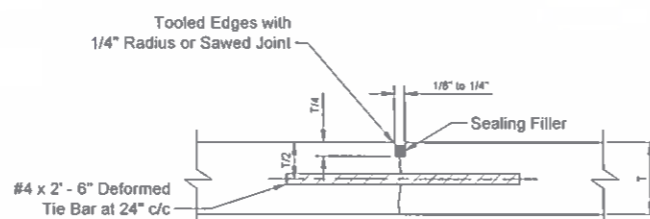
NOTE:

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

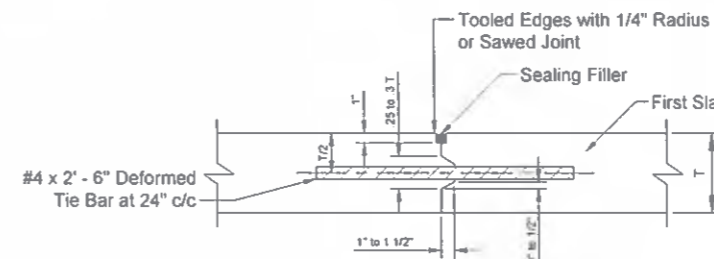
STANDARD REFLECTOR TYPE BARRICADE



CONCRETE CURB

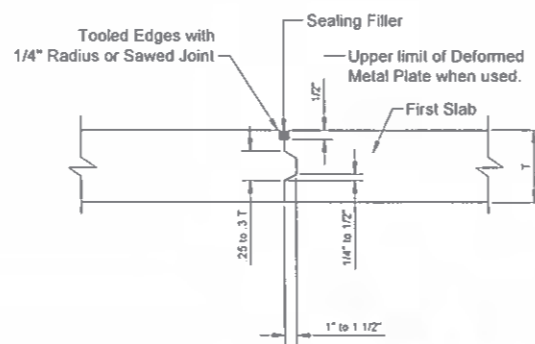


TIED JOINT TYPE "B"

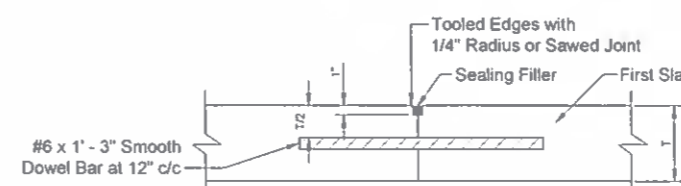


(Tongue & Groove for Lane at a time construction.)

TIED CONSTRUCTION JOINT TYPE "E"



TONGUE & GROOVE CONSTRUCTION TYPE "C"

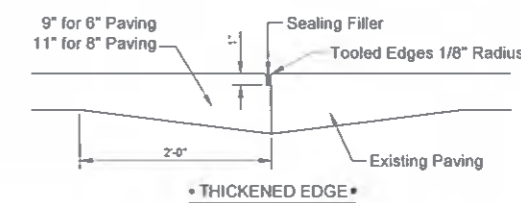


DOWLED CONSTRUCTION JOINT TYPE "G"

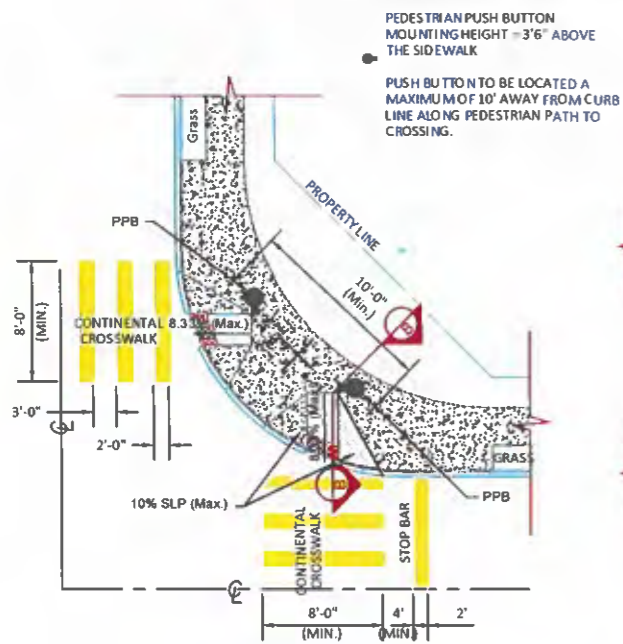
NOTES:

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

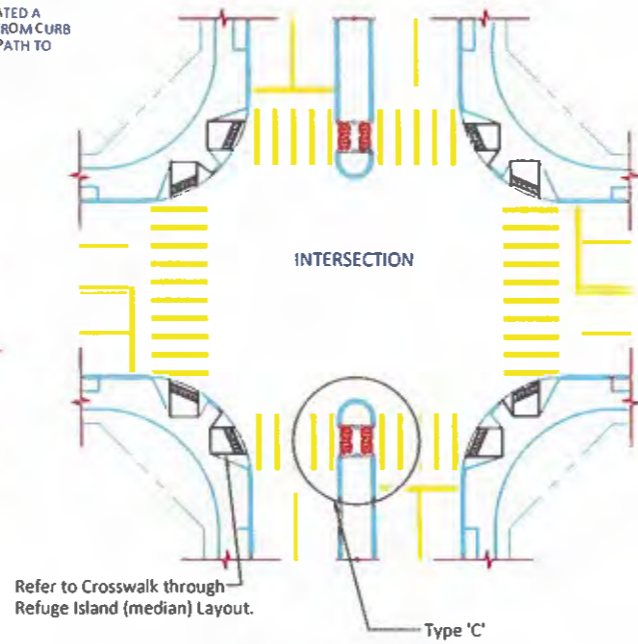
Grooves in Joints may be formed by: (1) temporary embedment of a suitable Mandrel, (2) installation of a thin strip of premolded Joint Filler Material, (3) sawing the Pavement after the Concrete has hardened.



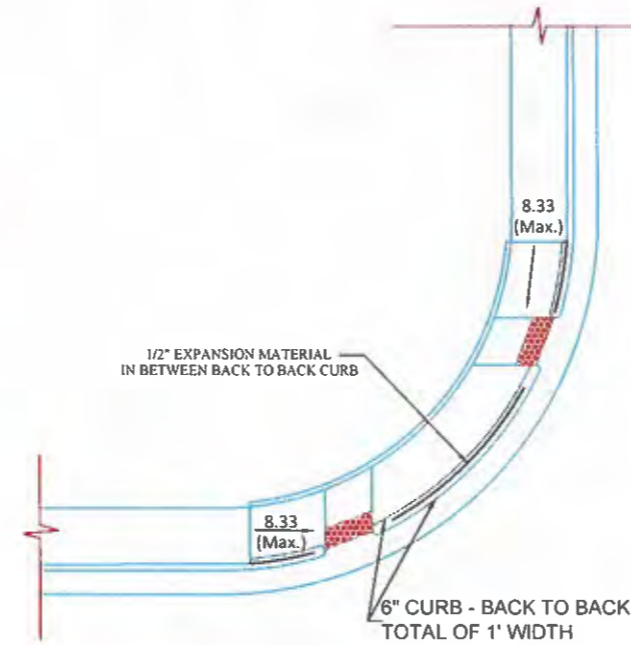
THICKENED EDGE



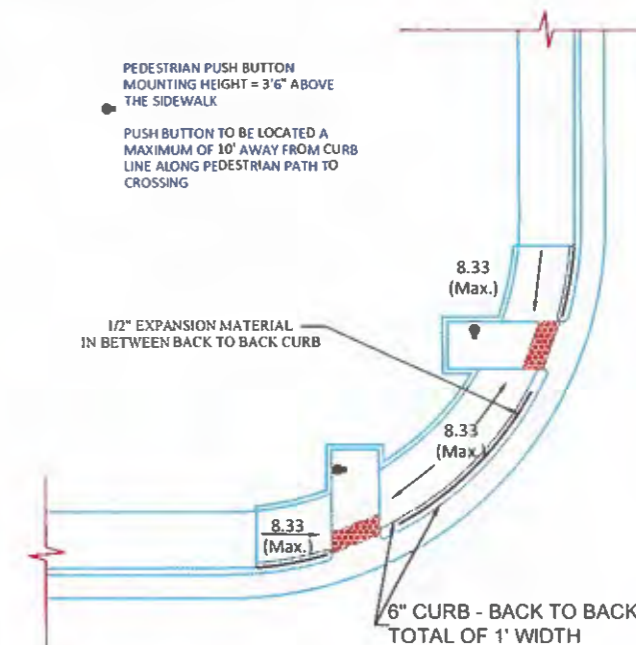
CURB RAMP TYPE "A"



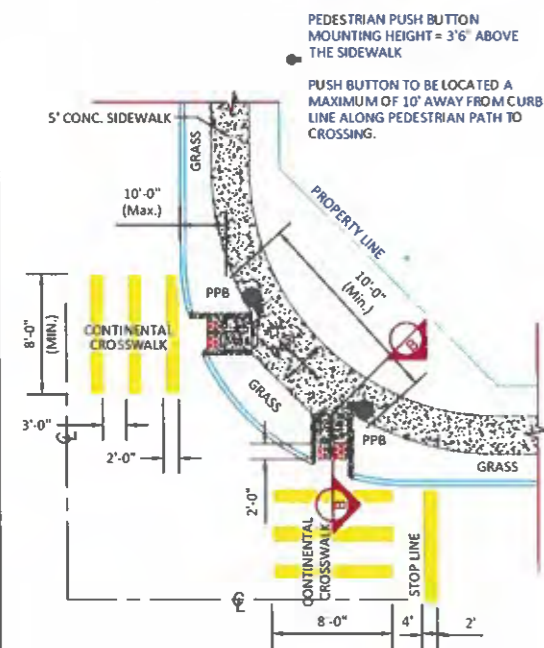
INTERSECTION WITH REFUGE ISLANDS LAYOUT



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

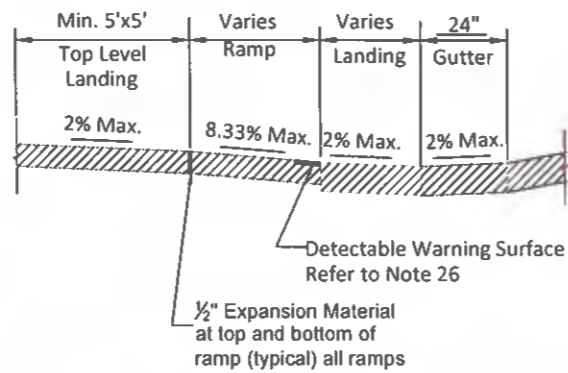


BACK OF CURB RAMP WITH PEDESTRIAN PUSH BUTTON TYPE "G"

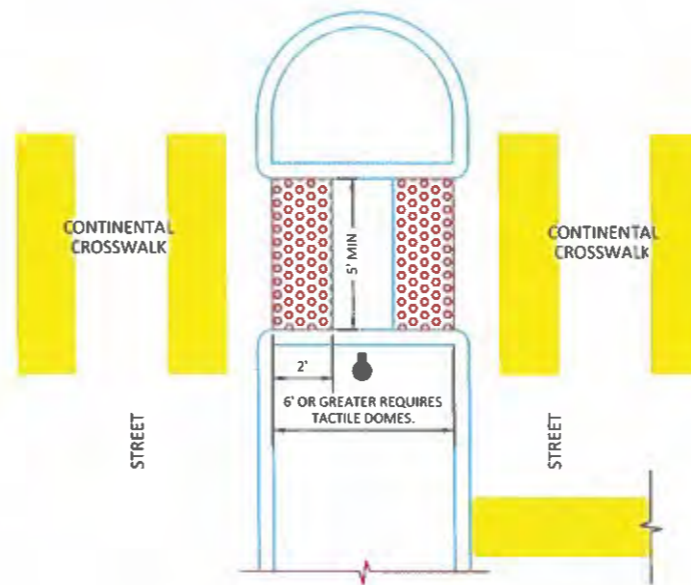


CURB RAMP TYPE "B"

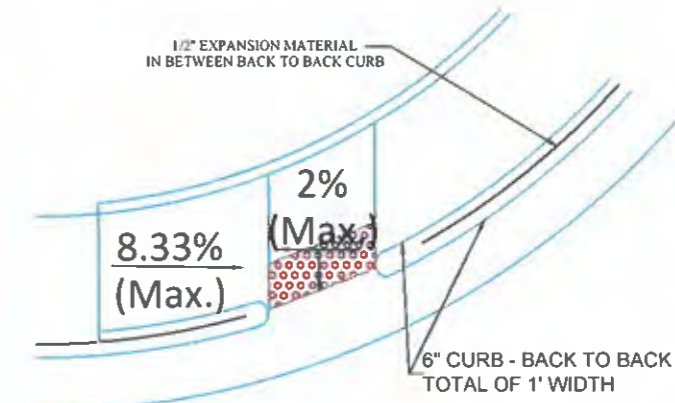
See Detail 1 & Detail 2 (Sheet B)



SECTION B-B



STANDARD CROSSWALK THROUGH MEDIAN LAYOUT TYPE "C"



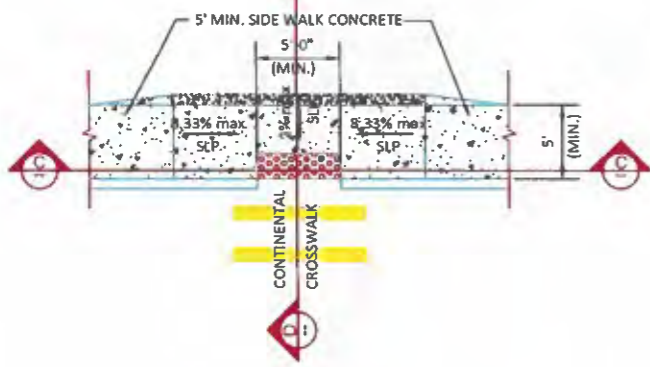
DETAIL OF TYPE "G" RAMP



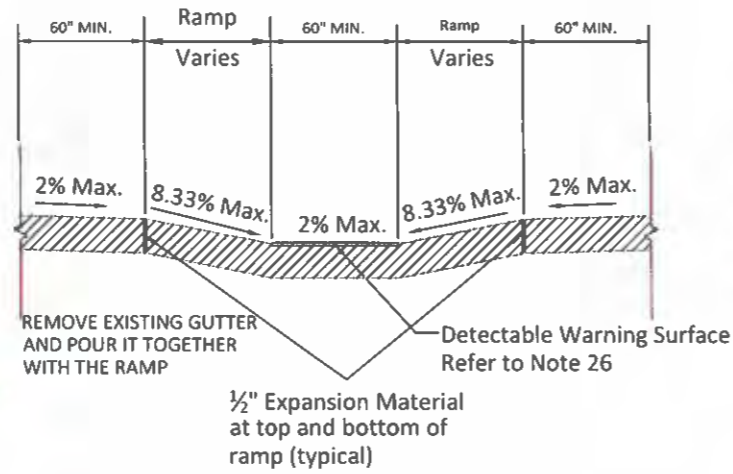
APPROVED BY: [Signature] DATE: 09/12/2023
ERIC J. WENGER, P.E. CITY ENGINEER
DRAWN: [Signature] DATE: [Blank]
VSC

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.

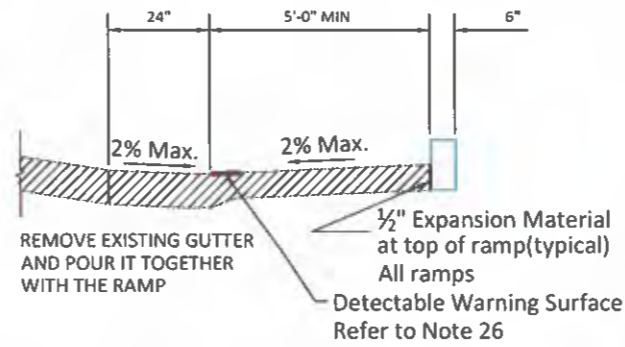
PEDESTRIAN PUSH BUTTON MOUNTING HEIGHT = 3'6" ABOVE THE SIDEWALK
 PUSH BUTTON TO BE LOCATED A MAXIMUM OF 10' AWAY FROM CURB LINE ALONG PEDESTRIAN PATH TO CROSSING.



PARALLEL CURB RAMP TYPE "D"

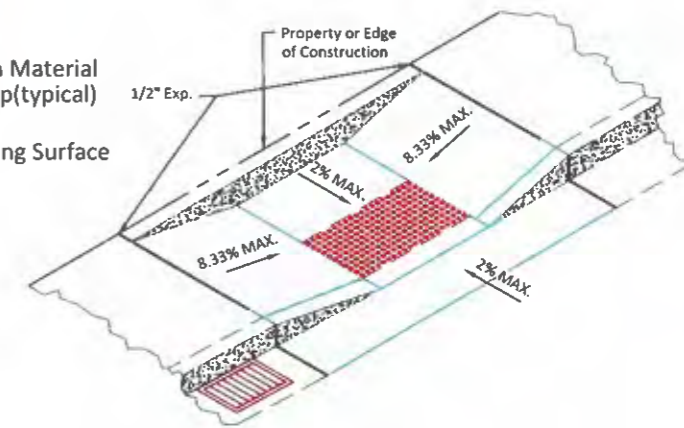


SECTION C-C



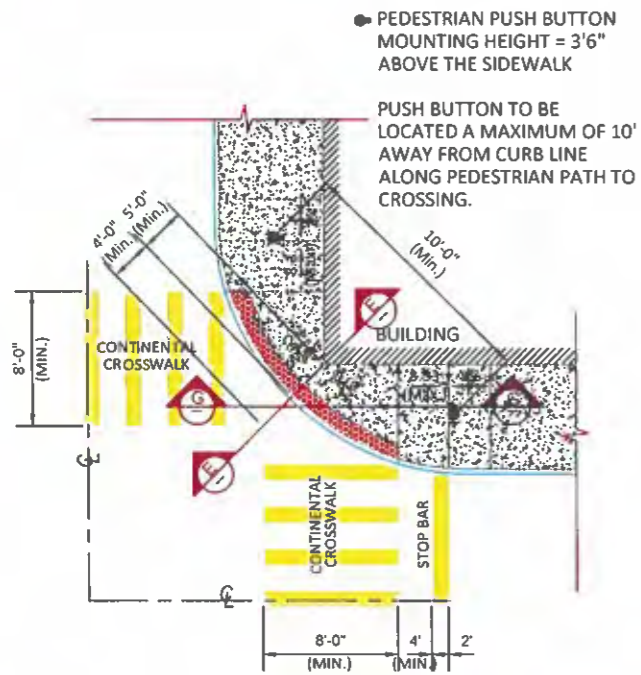
SECTION D-D

See Detail 2 for Isometric View



DETAIL 2 TYPE D

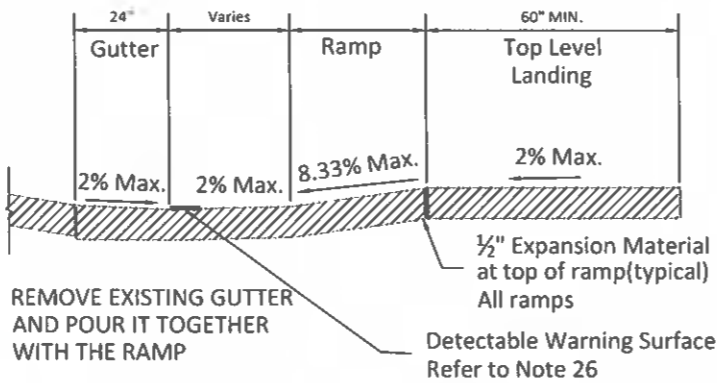
Isometric



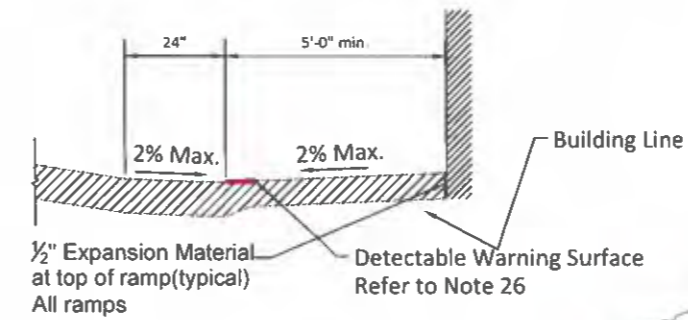
RADIUS CURB RAMP TYPE "E"

See Detail 3 for Isometric View

Written approval by the City Engineer is required.

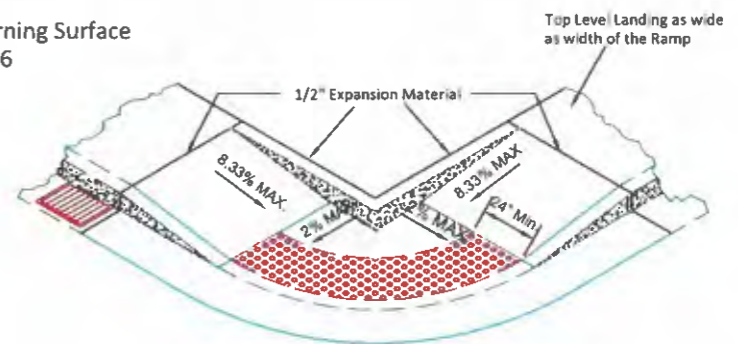


SECTION G-G TYPE "E"



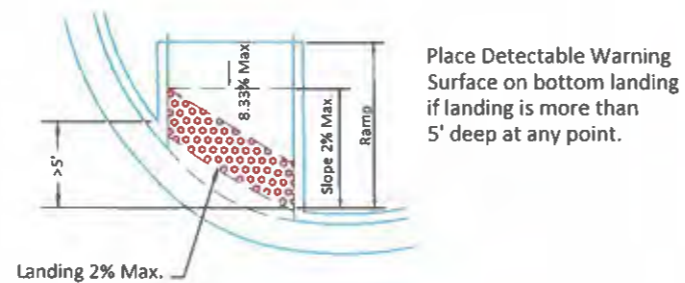
SECTION E-E TYPE "E"

See Detail 3 for Isometric View

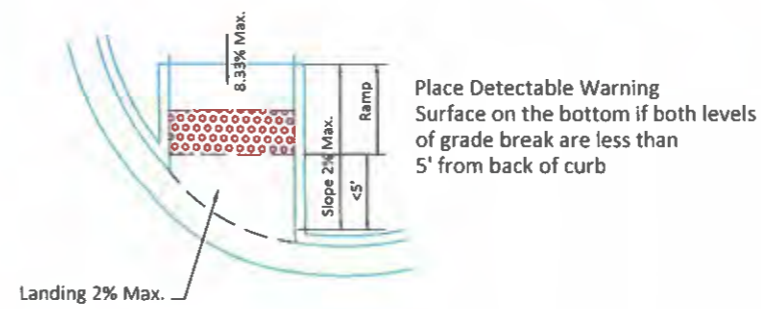


DETAIL 3 TYPE E

Isometric



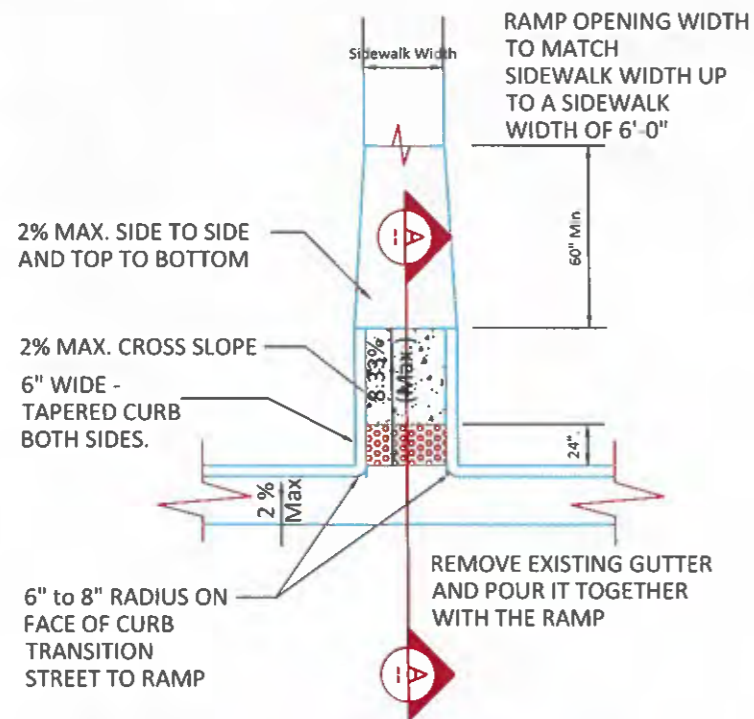
DETAIL 1



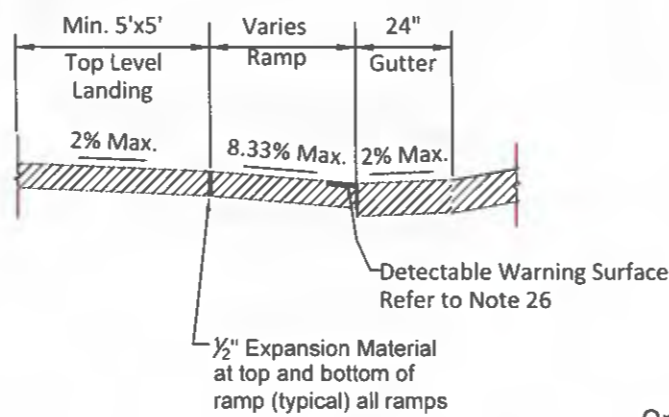
DETAIL 2



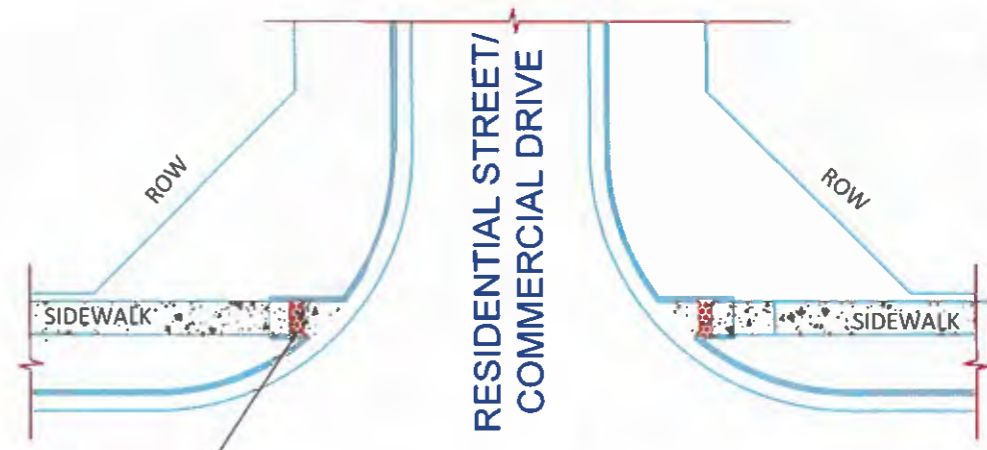
APPROVED BY:	DATE:	VSC
ERIC J. WENGER, P.E. CITY ENGINEER	08/12/2023	
DRAWN:	DATE:	



METHOD OF TRANSITIONING A RAMP WITH DIE OUT CURBS

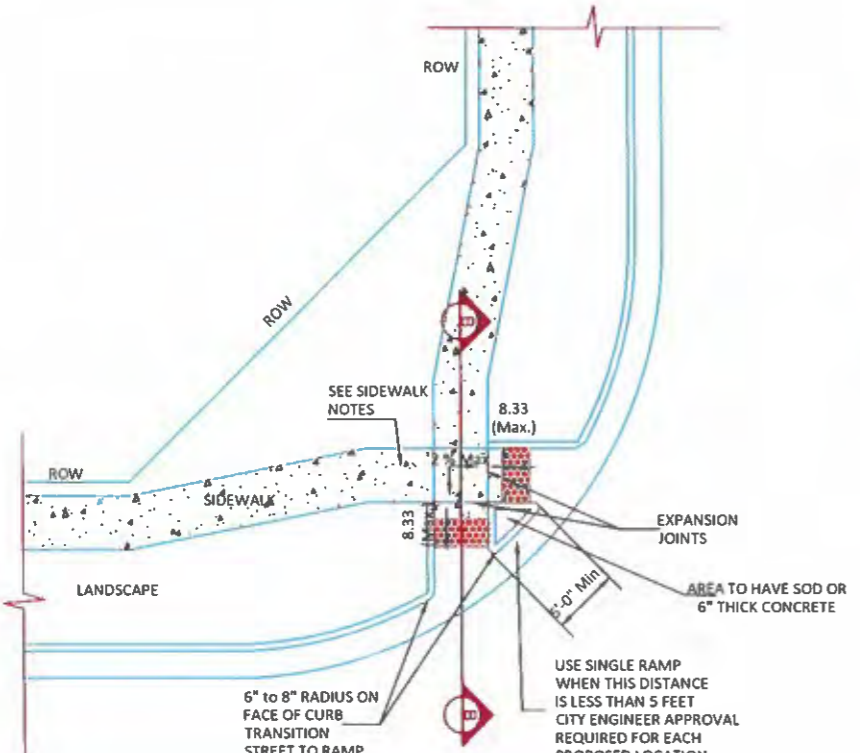


SECTION A-A

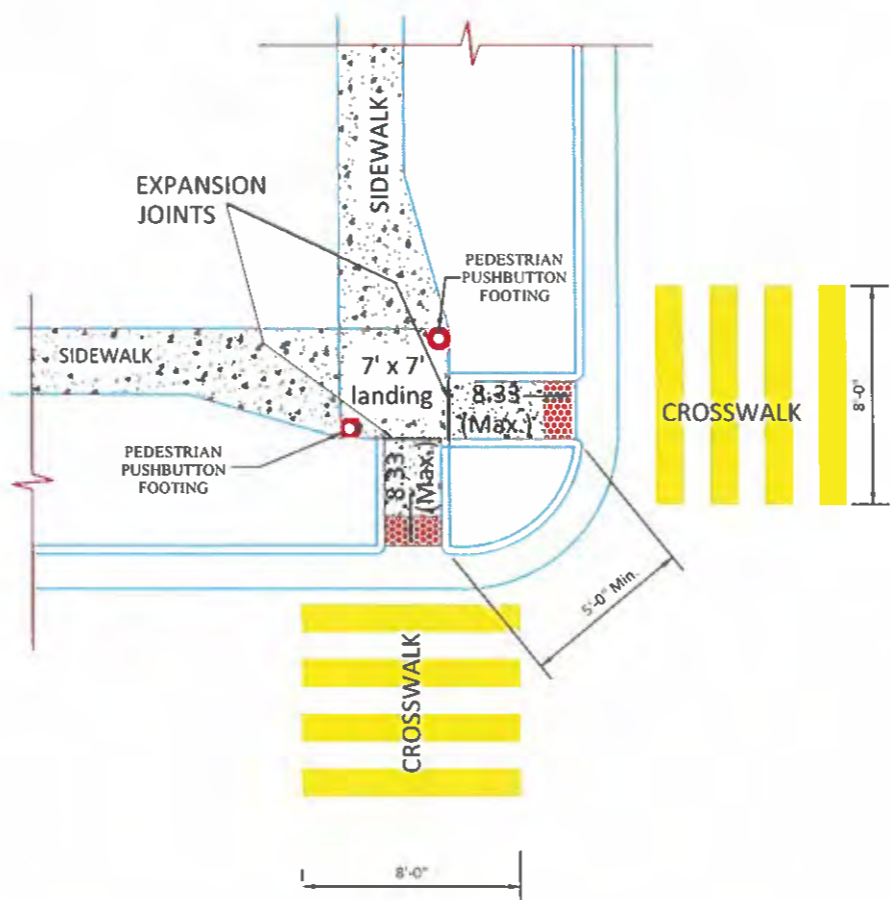


ARTERIAL STREET

ARTERIAL / MINOR STREET RAMPS (OR COMMERCIAL DRIVES)



RESIDENTIAL CURB RAMP TYPE "F"

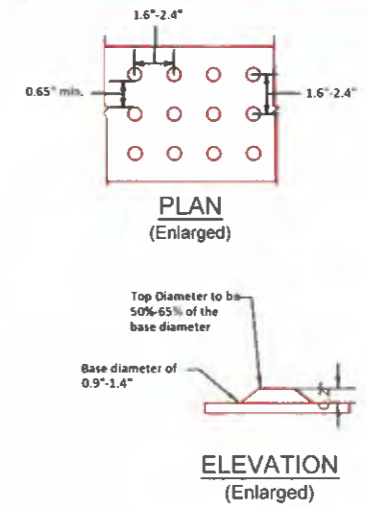


SHARED LANDING AT SIGNALIZED INTERSECTIONS

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: 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
C

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:

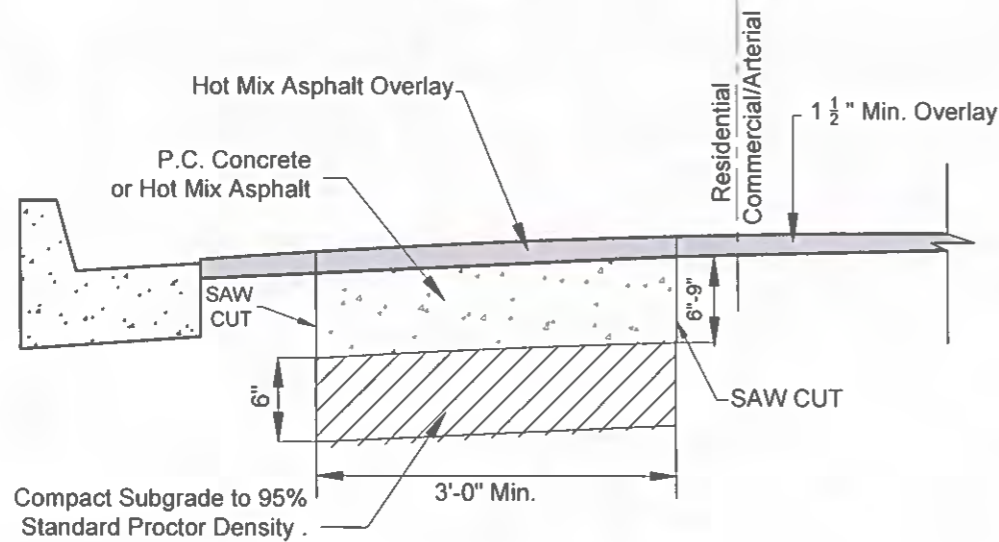
17. A curb ramp is defined as the entire concrete surface which includes the ramp and flared sides. The minimum 4' wide center portion, including the Detectable Warning Surface, shall have a sloped plane of 8.33% (1:12) maximum, and cross slope, not to exceed 2%. The "flared side" of the ramp shall lie 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.



APPROVED BY:  DATE: 08/12/2023
ERIC J. WENGER, P.E.
CITY ENGINEER
DRAWN: VSC
DATE:

PAVEMENT REPAIR DETAILS

HOT MIX ASPHALT (HMA) OVERLAY

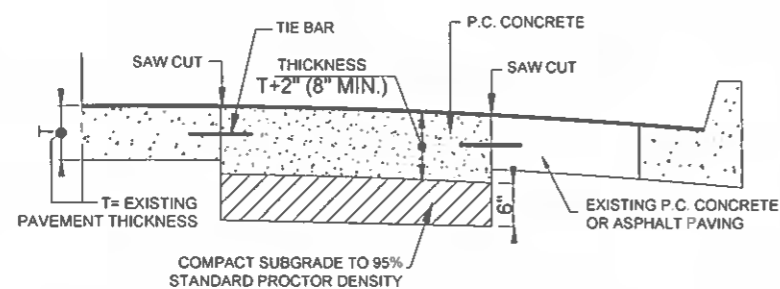


NOTES:

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

PAVEMENT REPAIR DETAILS

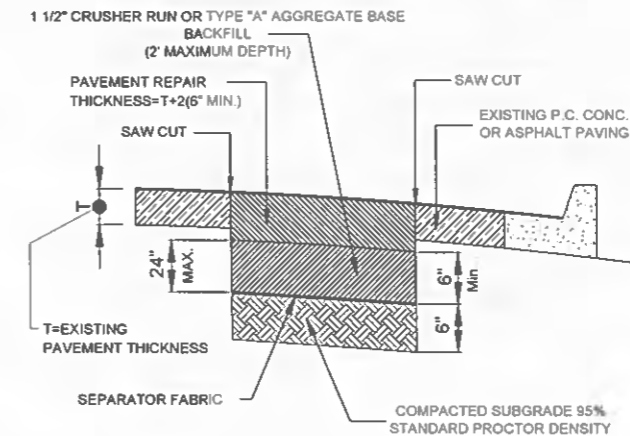
P.C. CONCRETE PAVING



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.

EXISTING ASPHALT OR CONCRETE BASE REPAIR DETAIL

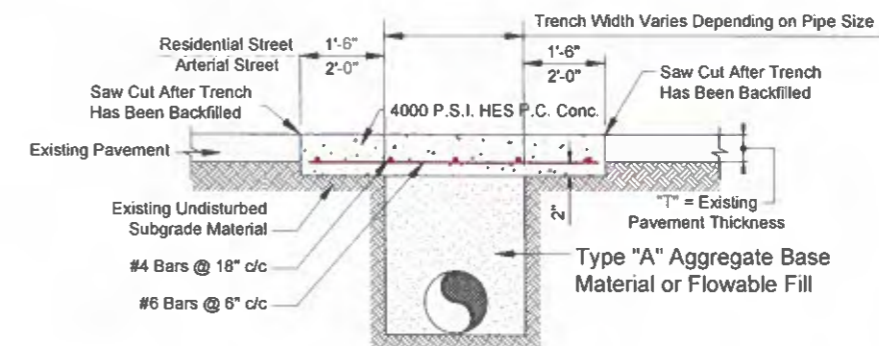


NOTES:

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.

UTILITY PAVEMENT CUT AND PERMANENT TRENCH REPAIR

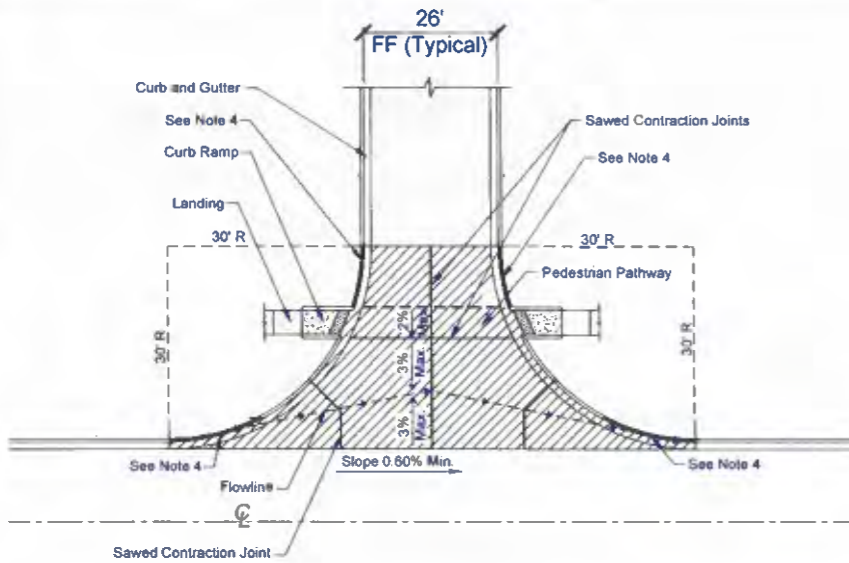
TYPICAL REPAIR SECTION FOR CITY STREET



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..

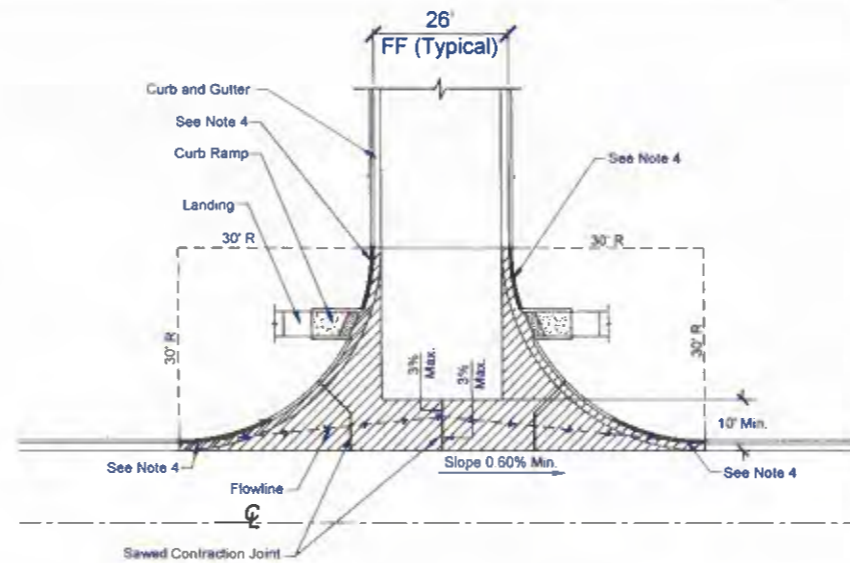




OPTION 1
CONCRETE VALLEY GUTTER
FOR ASPHALT PAVED STREETS

NOTES:

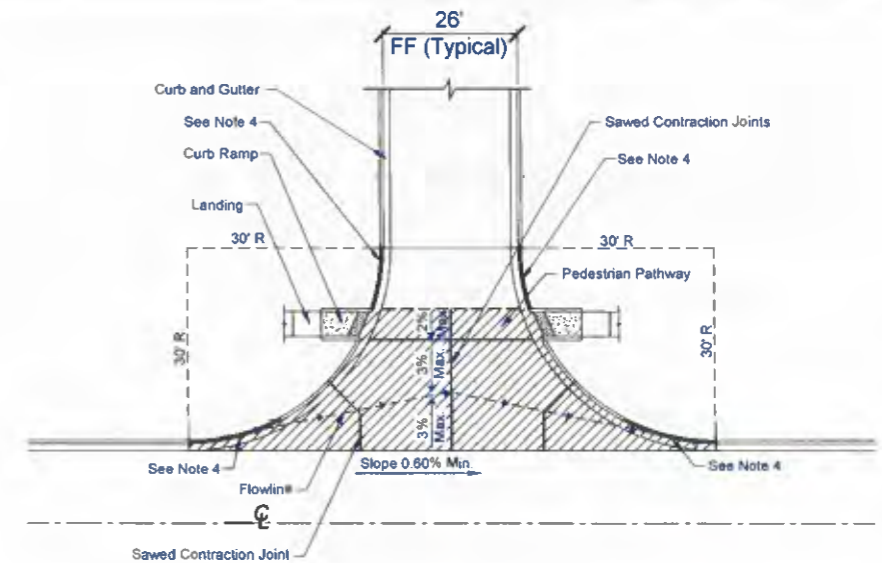
1. Use Class AA 4000 psi (HES) Concrete, 8" Thick for Retrofit. Use Class A 3000 psi, 8" Thick for New Construction.
2. Rebar #4 @ 12" CC.
3. A=122.16 SY (Typical) Not Including Curb and Gutter.
4. Remove and Replace 6' to 8' of Existing Curb and Gutter. Replace entire Curb and Gutter Radius if in Poor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

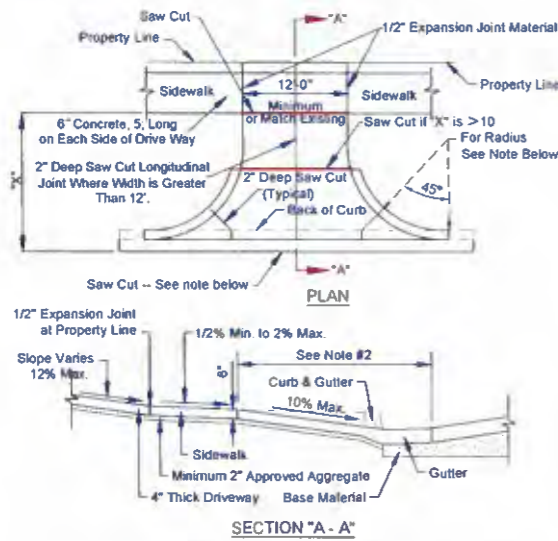


OPTION 3
CONCRETE VALLEY GUTTER
FOR ASPHALT PAVED STREETS

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.

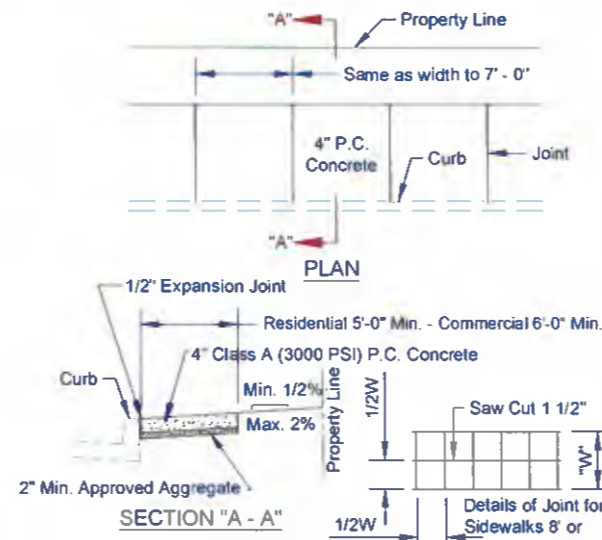
DRIVEWAY DETAIL



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 6" above the street gutter elevation.

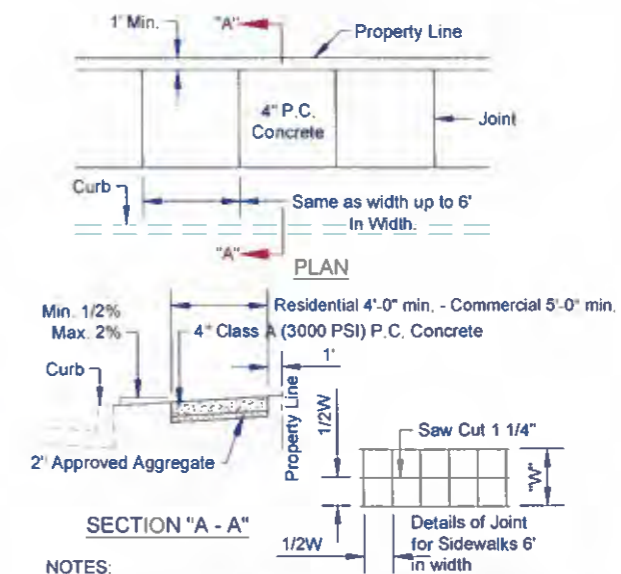
DETAILS FOR SIDEWALK LOCATED AT CURB



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.

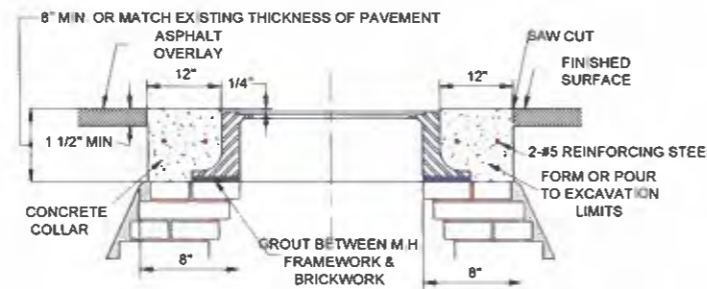
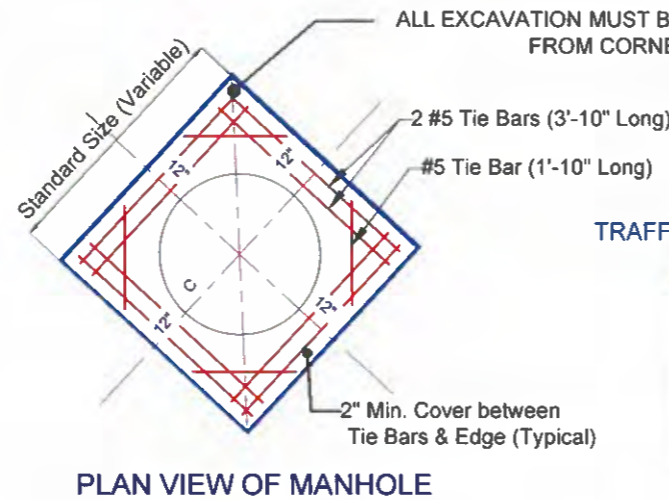


ADJUSTMENT OF MANHOLE TO GRADE

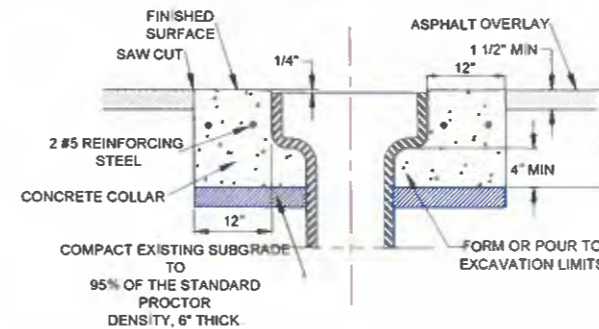
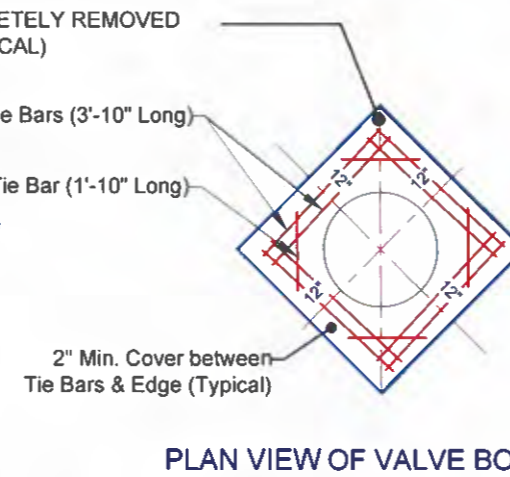
ADJUSTMENT OF VALVE BOX TO GRADE

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.



TRAFFIC FLOW



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: TVN
DATE: XX-XX-XX

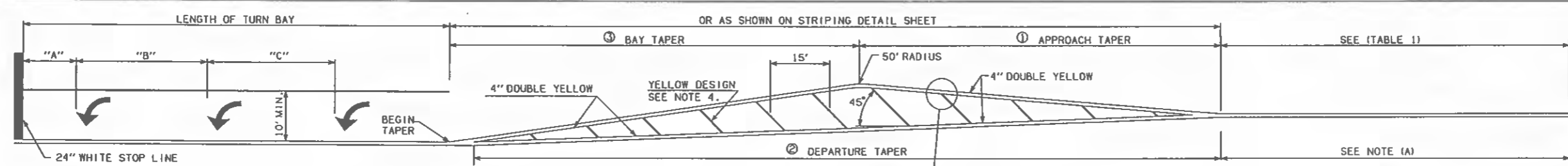
STANDARD DETAILS

Drawing Number

D-800

C

DESCRIPTION	REVISIONS	DATE
ADDED GENERAL NOTE 4		7/08/2011
UPDATED SYMBOLS		4/2/2013
CHANGE DASHED LINE DIMENSION		7/25/2019



LEFT TURN BAY AND STRIPED MEDIAN DETAIL
SEE PLANS FOR LENGTH OF LEFT TURN BAYS AND TAPERS ON STRIPED MEDIANS

- ① THE PREFERRED APPROACH TAPER RATE IS V:1, WHERE V IS THE DESIGN SPEED. FOR V≤40 MPH, IT IS ACCEPTABLE FOR THE APPROACH TAPER TO BE (V²/60):1.
- ② THE PREFERRED DEPARTURE TAPER RATE IS V:1, WHERE V IS THE DESIGN SPEED. FOR V≤40 MPH, IT IS ACCEPTABLE FOR THE DEPARTURE TAPER TO BE (V²/60):1.
- ③ SEE RECOMMENDED BAY TAPER RATES TABLE.

RECOMMENDED BAY TAPER RATES

DESIGN SPEED (MPH)	TAPER RATE
V < 30	8:1
30 ≤ V ≤ 50	10:1
50 > V	15:1

- THE FOLLOWING MINIMUM VALUES MAY APPLY IN RESTRICTED LOCATIONS:
1. **RIGHT-TURN LANES.** A 4:1 BAY TAPER MAY BE USED WHERE PAINTED CHANNELIZATION IS USED.
 2. **LEFT-TURN LANES.** IN SEVERELY RESTRICTED LOCATIONS, A 4:1 BAY TAPER MAY BE USED WHERE PAINTED CHANNELIZATION IS USED.
- (A) NO PASS LINE ON APPROACH SIDE WITH SKIP CENTER LINE ON DEPARTURE SIDE UNLESS DOUBLE YELLOW CENTER LINE IS REQUIRED.

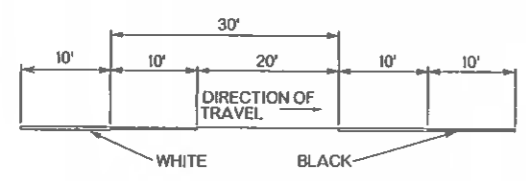
TURN BAY TABLE

LENGTH OF BAY FT.	"A" FT.	"B" FT.	"C" FT.
75 TO 99	20	35	--
100 TO 149	20	35	35
150 TO 200	30	55	55

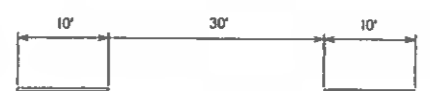
TABLE 1

POSTED SPEED	NO PASS LENGTH (MINIMUM)
60 MPH	790'
55 MPH	725'
50 MPH	660'
45 MPH	590'
40 MPH	360'
35 MPH	260'
30 MPH	200'
25 MPH	150'

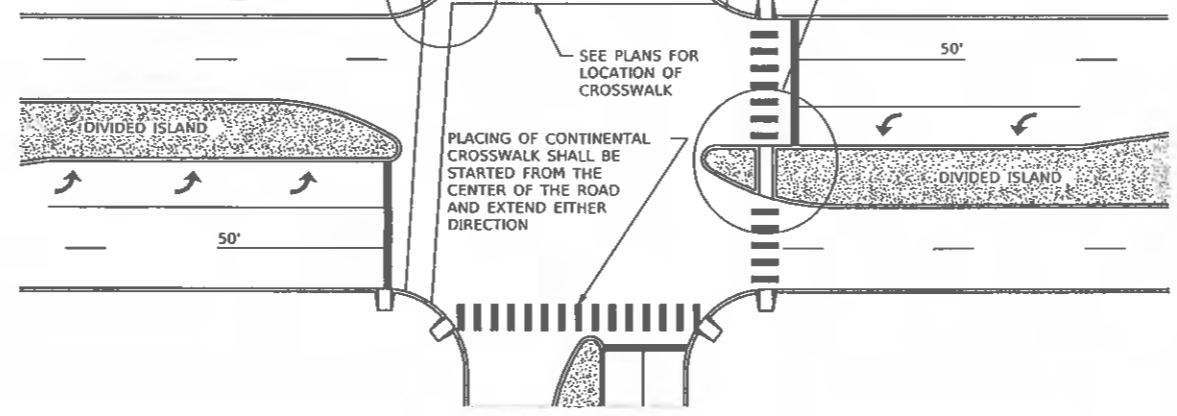
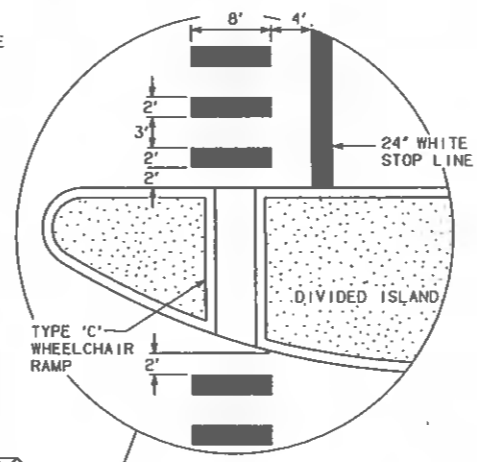
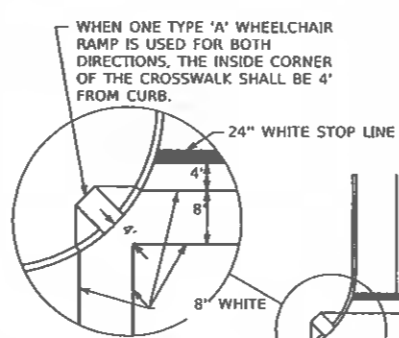
- MATERIAL SPECIFICATIONS**
- A. UNLESS OTHERWISE SPECIFIED, RETROREFLECTIVE PAVEMENT MARKING SHALL BE APPLIED BY THE EXTRUSION METHOD.
- B. THE THICKNESS OF THE PLASTIC PAVEMENT MARKING SHALL BE MEASURED FROM THE PLANE OF THE PAVEMENT SURFACE WITH A DEVICE SUPPLIED BY CONTRACTOR AND SUITABLE TO THE ENGINEER. THICKNESSES ARE AS FOLLOWS:
- LANE LINES, STOP LINES, WORDS, ARROWS AND SYMBOLS.....0.120" MIN. & 0.188" MAX.
EDGE, GORE AND DIAGONAL LINES.... 0.090" MIN. & 0.188" MAX.
- C. THE THICKNESS OF THE MULTI-POLYMER PAVEMENT MARKING SHALL BE MEASURED FROM THE PLANE OF THE PAVEMENT SURFACE WITH A DEVICE SUPPLIED BY CONTRACTOR AND SUITABLE TO THE ENGINEER. THICKNESSES ARE AS FOLLOWS:
- LANE LINES, STOP LINES, WORDS, ARROWS, SYMBOLS, EDGE, GORE AND DIAGONAL LINES.... 0.020" MIN. & 0.025" MAX.
- GENERAL NOTES**
1. LANE WIDTH IS THE DISTANCE BETWEEN PAVEMENT MARKINGS, OR PAVEMENT MARKING AND EDGE OF PAVEMENT. LANE WIDTH IS MEASURED FROM CENTER OF STRIPE TO CENTER OF STRIPE.
 2. LANE LINES SHALL BE PLACED LEFT OF THE LONGITUDINAL PAVEMENT JOINTS.
 3. ALL PAVEMENT MARKING SHALL OVERLAP WHERE IT MEETS OTHER PAVEMENT MARKING.
 4. WIDTH OF DIAGONALS ARE AS FOLLOWS:
≥ 45 MPH - 12" WIDE
< 45 MPH - 8" WIDE



DASHED WHITE LANE LINE
TYPICAL CONCRETE PAVEMENT
MARKING DETAILS



DASHED WHITE LANE LINE
TYPICAL ASPHALT PAVEMENT
MARKING DETAILS



CROSSWALK INSTALLATIONS

FOR SPACING OF ARROWS
SEE "TURN BAY TABLE"

BASIS OF PAYMENT

ITEM NO.	ITEM	UNIT
854(A)	TRAFFIC STRIPE (PAINT) (4" WIDE)	LF
854(B)	TRAFFIC STRIPE (PAINT) (ARROW, WORDS, OR SYMBOLS)	EA
855(A)	TRAFFIC STRIPE (PLASTIC) (4" WIDE)	LF
855(A)	TRAFFIC STRIPE (PLASTIC) (6" WIDE)	LF
855(A)	TRAFFIC STRIPE (PLASTIC) (8" WIDE)	LF
855(A)	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	LF
855(B)	TRAFFIC STRIPE (PLASTIC) (ARROW)	EA
855(B)	TRAFFIC STRIPE (PLASTIC) (WORDS)	EA
856(A)	TRAFFIC STRIPE (MULTI-POLYMER) (4" WIDE)	LF
856(A)	TRAFFIC STRIPE (MULTI-POLYMER) (6" WIDE)	LF
856(A)	TRAFFIC STRIPE (MULTI-POLYMER) (8" WIDE)	LF
856(A)	TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE)	LF
856(B)	TRAFFIC STRIPE (MULTI-POLYMER) (SYMBOLS, WORDS, ETC)	EA

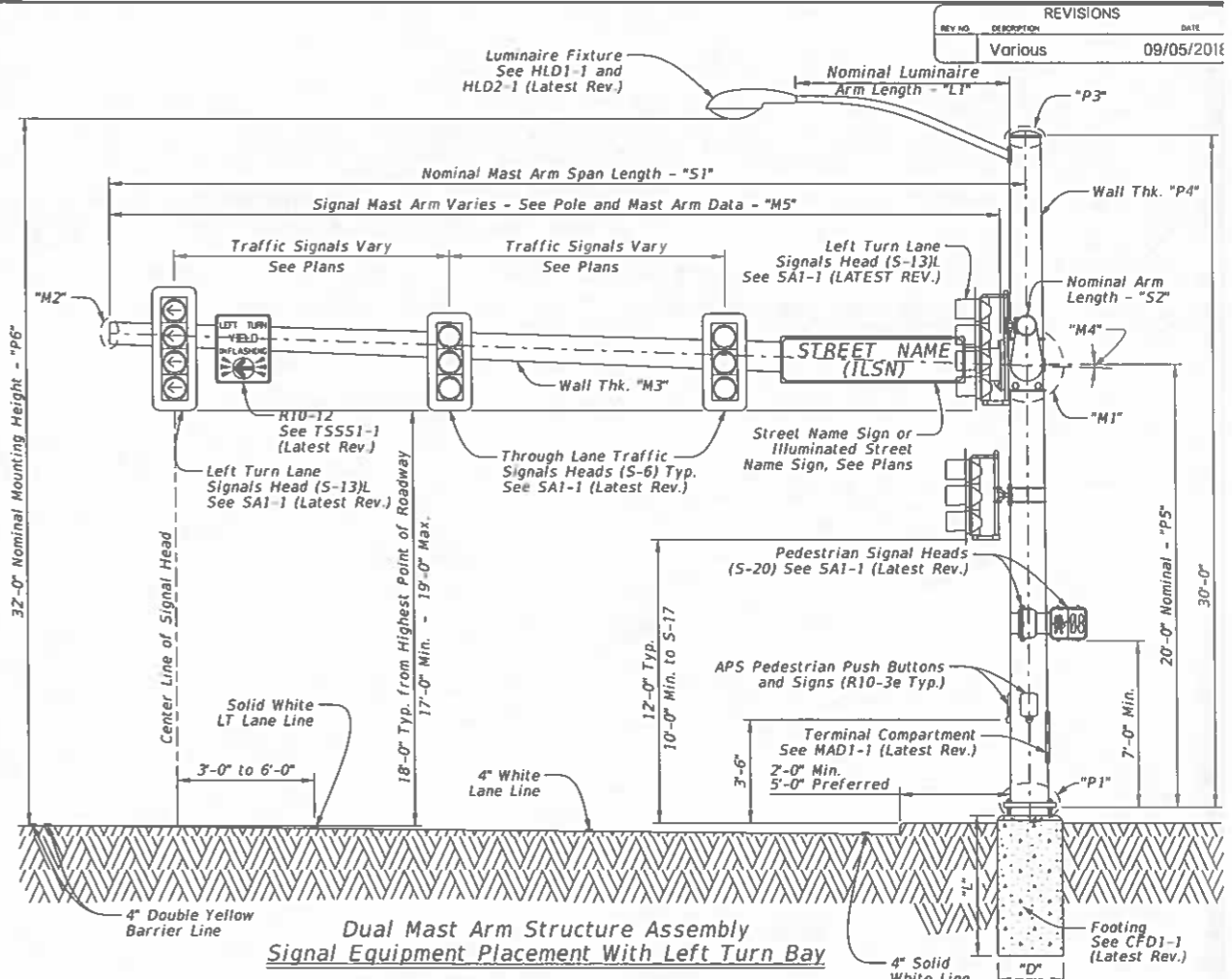
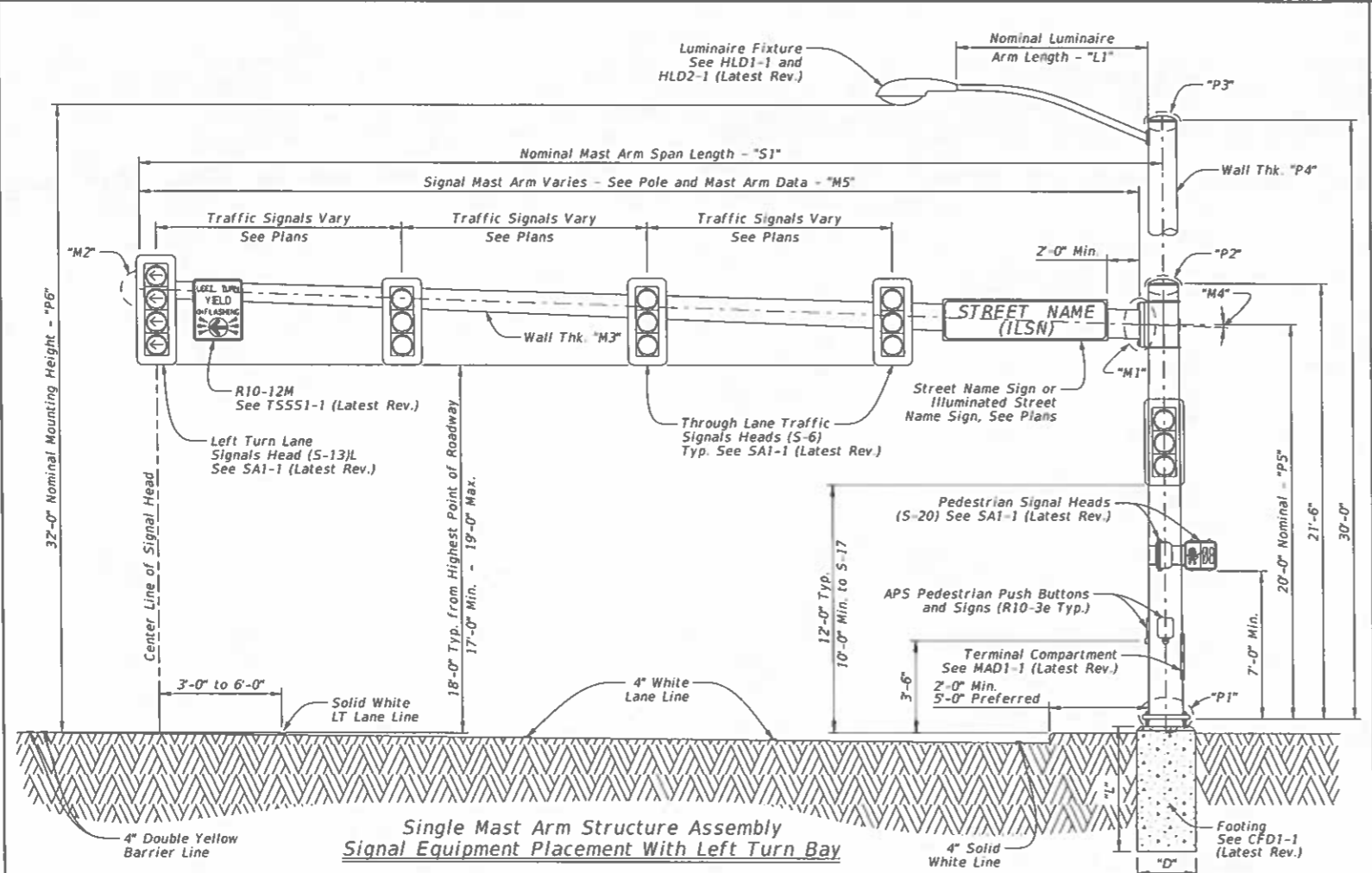
APPROVED BY
TRAFFIC ENGINEER: *[Signature]* DATE: 7/11/19

DOT
TRAFFIC STANDARD
PAVEMENT MARKING
(CROSSWALKS AND LEFT
TURN BAY)

2009 SPECIFICATIONS

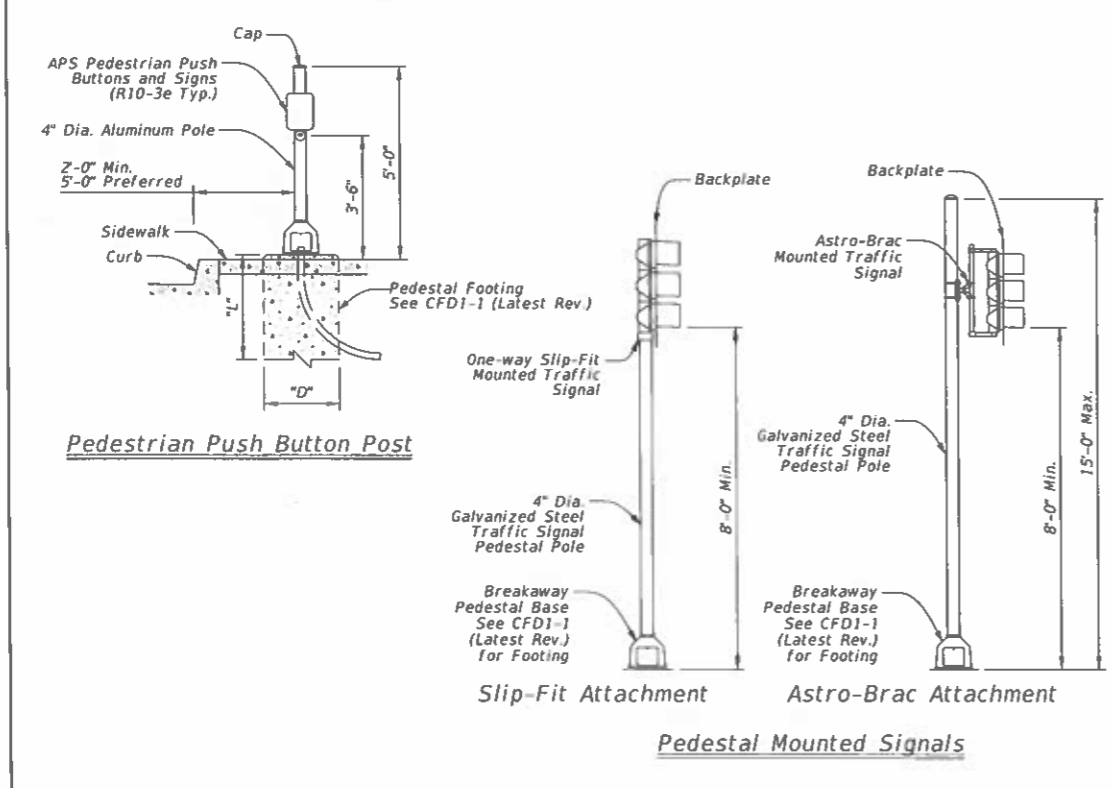
PM1-1 0209
T-101

REV. NO.	DESCRIPTION	DATE
Various	Various	09/05/2018



Single Mast Arm Structure Assembly
Signal Equipment Placement With Left Turn Bay

Dual Mast Arm Structure Assembly
Signal Equipment Placement With Left Turn Bay



Slip-Fit Attachment Astro-Brac Attachment

Pedestal Mounted Signals

General Notes


- All work, materials and services not shown on the plans which may be necessary for complete and proper construction shall be performed, furnished and installed by the Contractor. Faulty fabrication or poor workmanship in any material, equipment or installation will be considered justification for rejection. Where manufacturers provide warranties or guarantees as a customary trade practice, Contractor shall furnish to the Department such warranties or guarantees. The location of poles and fixtures are diagrammatic only and may be shifted by the Engineer to accommodate local conditions. Erection and/or removal of signal pole assemblies located near overhead electrical lines shall be accomplished using established industry and utility safety practices and in accordance with laws governing such work. The Contractor shall consult with the appropriate utility company prior to beginning such work.
 - Standard Steel Pole and Mast Arm Designs:**
Steel poles and mast arms fabricated in accordance with the details and dimensions shown herein, shall be considered standard designs. Submission of shop drawings for standard designs are required for project records.
 - Optional Steel Pole Designs:**
Optional Steel Poles shall be limited to: 1) aesthetic steel poles (architectural treatments or ornamental designs) approved in Traffic Engineering Division's Qualified Product List or 2) round steel poles not covered by these Standards. In the case of #2, design alternatives to round steel poles shall not be allowed except if called for in the Plans or the Contractor obtained pre-approval from Traffic Engineering Division. Optional Steel Poles shall meet the following requirements as outlined below:
 - Shop Drawings:
Optional designs require submission of shop drawings and design calculations bearing the seal of an Engineer registered in the State of Oklahoma, in accordance with Section 724, "Structural Steel." The Department may elect to pre-approve some shop drawings for optionally designed poles. Submission of shop drawings and design calculations is not required for structures fabricated in accordance with the details of shop drawings on the pre-approved list maintained by the ODOT Traffic Operations Division. Any deviation from the pre-approved shop drawings will require submission of shop drawings of the complete assembly and design calculations as described above.
 - Structural Design for Signal Poles:
Designs conform to 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Specifications. Designed for 3-second wind gust speed equal to 90 MPH with a 1.14 gust factor. A wind importance factor of 0.87 is applied to adjust the wind speed to a 50 year recurrence interval. Design moments listed in tables assume base of pole is less than 33' above natural ground level. Fatigue importance Category II is used for fatigue design. Fatigue design loads applied include galloping, natural wind gust pressure range based on a yearly mean wind velocity of 11.2 MPH, and truck-gust pressure range based on a truck speed of 65 MPH. Unless otherwise noted, all steel parts shall be galvanized in accordance with Section 724.06, "Galvanizing." Steel poles shall be fabricated in accordance with Section 724, "Structural Steel." Longitudinal seam welds for pole sections shall have 60% minimum penetration. All welding shall be in accordance with the ANSI/AWS Structural Welding Code D1.1. Two-section signal poles will not be permitted. Mast arms may be fabricated in two sections for lengths greater than 40 LF and field-assembled by the lap-joint method. The two sections shall telescope together with a lap length of not less than 1-1/2 times the shaft diameter at the lap joint. Ensure longitudinal seam welds that will be in contact at a slip joint splice are ground smooth for the length of splice plus a minimum of six inches.
 - Mast Arm Attachments:
All poles and attachments shall be structurally designed to support the maximum loading shown on Std. MDL1-1 or MDL2-1, latest revision. Poles shall be supplied with mast arm combinations as shown in the plans. All luminaire mast arms shall be designed for a 50-pound luminaire having an effective projected area of 2.0 square feet.
 - Anchor Bolt Assembly:
Anchor bolt assemblies for optionally designed poles shall be the same as those shown herein.
- Has been removed.

Basis of Payment

Item No.	Item	Unit
806(A)	Traffic Signal Pole and Mastarm	EA
806(B)	Traffic Signal Pedestal Pole	EA

Approved By
Bridge Engineer: *Stim J.* Date: 9-14-

Approved By
Traffic Engineer: *Ly E* Date: 9/20/18



Traffic Standard
Traffic Signal
Support Structures
Signal Pole and
Mast Arm Details

2009 Specifications

PMAP1-2	01
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T-20C

REVISIONS		
REV. NO.	DESCRIPTION	DATE
Various		09/05/2018

General Notes:

1. Dimensional limits are given to show acceptable variation in design. All of a fabricator's production of a particular arm length shall have the same dimensions within specified tolerances.
2. Each pole arm plate shall be supplied with bolts and lock washers of the size specified. The bolts and lock washers shall be secured to the pole with the other hardware items called for in the plans.
3. Proposed deviations in arm connector dimensions or materials must be submitted to the department for approval.
4. The cover shall be one piece formed from ABS plastic, shall be a pearl gray color, and shall be suitable for exposure to harsh sunlight and extreme weather. Cover shall latch with two screw latches and shall fit tightly to the enclosure ring to create a rainproof seal. Latch screw shall be 1/4"-20 stainless flat socket head screws with tamper proof feature. Galvanized steel cover acceptable as option.
5. The pole manufacturer shall provide with each pole a separate kit consisting of: one cover with two latching assemblies, two terminal strips (Marathon #985GP12CU or approved equal), four #8-32 x 1 1/4" self tapping type "F" stainless steel pan head screws, and one ground connector (Blackburn TTC, Burndy KC22J12T13, or IlSCO S55-5). The traffic signal contractor shall install the kit items in the field.
6. The screw hole spacing on the enclosure back plate shall be for two Marathon #985GP12 terminal strips, one Marathon #985GP06CU terminal strip, and one Bussmann #BM6032B fuse block.
7. Install one Bussmann #BM6032B, Littelfuse #L60030M-2C, or Ferraz-Shawmut #30352 fuse block for poles where luminaires are to be installed.
8. Handhole mounting height may be increased if a decorative pole base cover is installed and exceeds a height of 36" or creates an obstruction to removing the handhole cover.
9. Various terminal block designs exist. Provide terminal block consisting of a minimum of 12 circuits 600 volt compression type HD modules meeting the wiring requirements identified in the plans within the handhole area shown. Provide four (4) #8-32 x 1 1/4" self tapping type "F" stainless steel pan head screws or equivalent. Terminal strips and provisions for grounding shall be supplied with hardware kit.

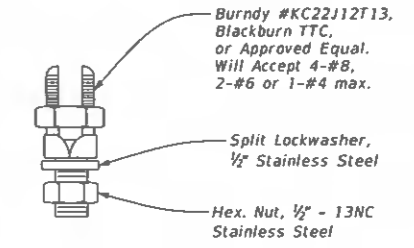
Material Data		
Component	ASTM Designation	Min. Yield (Ksi)
Pole Shaft (0.14"/Ft. Taper)	A570 GR. 50, A572 GR. 55, A595 GR. A, A1011 HSLAS GR. 50 CL 2, ② or A1008 HSLAS GR 50 CL 2	50
Base Plate and Handhole Frame	A572 GR. 50	50
Mast Arm Connecting Bolts and Nuts	A449 for bolts 1 1/2" up to 1 3/4" A449	80 58
Luminaire Arm Connection Bolts	ASTM A325	92
Anchor Bolts	F1554 GR 55, A193-B7 or A321	55 105
Anchor Bolt Templates	A36	36
Heavy Hex (H.H.) Nuts	A194 GR 2H, or A563 GR DH	
Flat Washers	F436	

- ① Lubricate in the field if necessary in lieu of the requirements in ASTM A325.
- ② A1011 55 GR 50 may be used in lieu of HSLAS, provided the material meets the elongation requirements for HSLAS

Materials Table

Pole Assembly Fabrication Tolerances Table	
Dimension	Tolerance
Length / Height	± 3"
Rise	± 3/16" in 10 Ft
Diameter	+ 3/16"
Overall Length or Width	+ 1/4"
Thickness	+ 1/4", -1/16"
Deviation From Flat	1/16" in 12"
Spacing Between Holes	+ 3/32"
Bolt Hole Size	± 1/16"
Strut Location in Truss Arms	± 1 1/2"

Tolerance Table



Copper Ground Connector

Approved By Bridge Engineer: *Stan Lee* Date 9-11-11

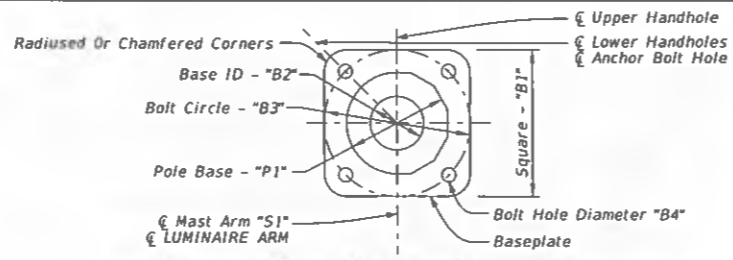
Approved By Traffic Engineer: *Cy De* Date 9/20/11

Traffic Standard
Traffic Signal Support Structures
Signal Pole and Base Plate Details

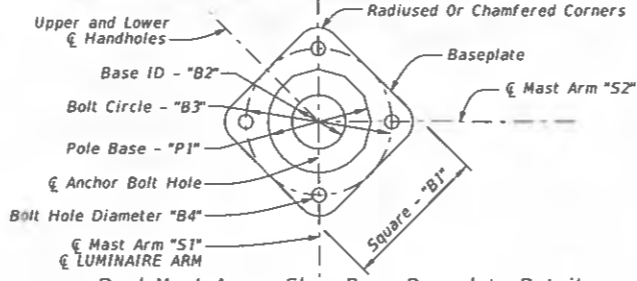


2009 Specifications

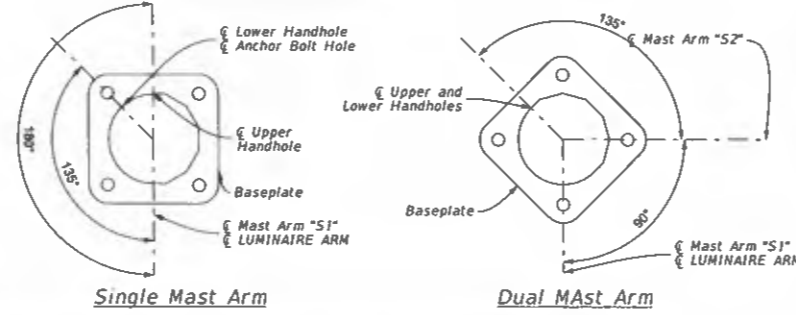
SPBP1-1	01
T-200	



Single Mast Arm - Shoe Base Baseplate Detail



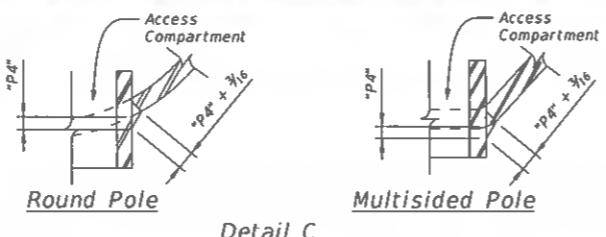
Dual Mast Arm - Shoe Base Baseplate Detail



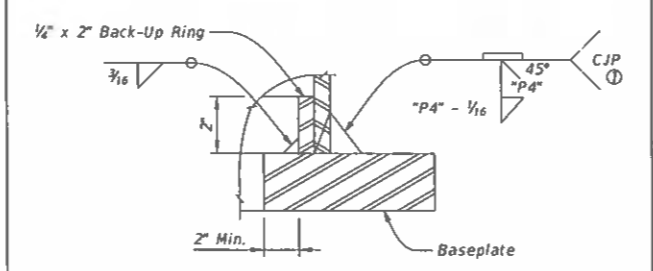
Handhole Radial Index

TABLE 6: BASE HANDHOLE DATA

Vertical Length I.D. (in)	Horizontal Length I.D. (in)	Wall Thk. (in)	Handhole Depth (in)	Handhole Radius (in)	Projected Length from Wall (in)	Mounting Height (FT)
"H1"	"H2"	"H3"	"H4"	"H5"	"H6"	"H7"
26.25	4.50	0.75	4.25	2.25	1.00	3.00
Dual Mast Arm Handhole Data for 45 to 55						
26.25	4.50	1.00	4.25	2.25	1.00	3.00

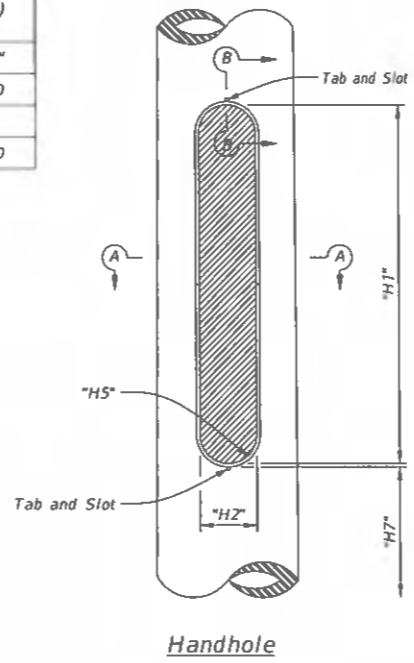


Detail C

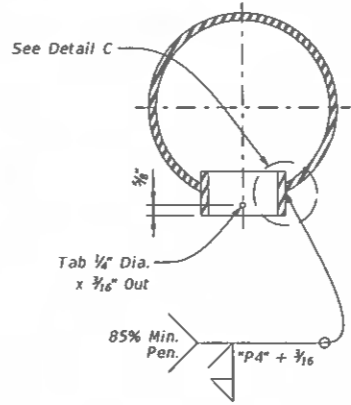


Detail A

Per AWS D1.1 Structural Welding Code



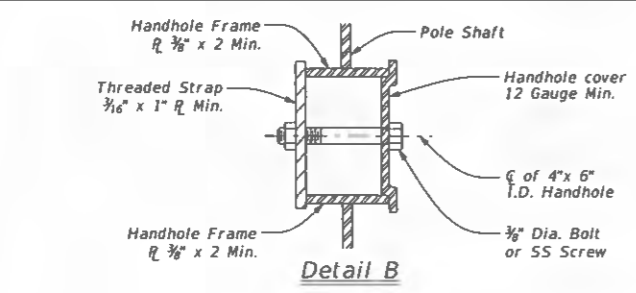
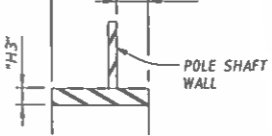
Pole Base Access Compartment



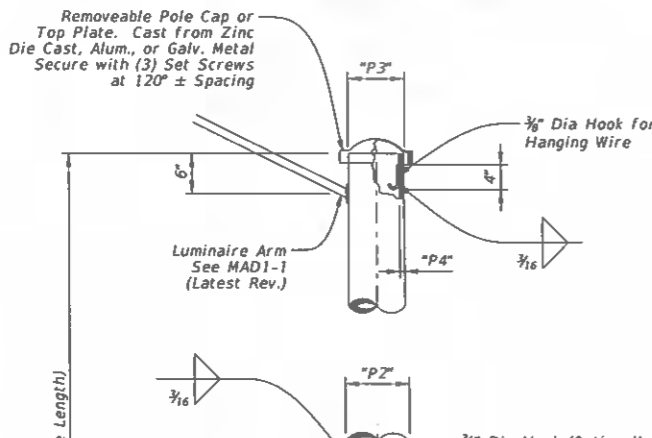
Section A-A

Note - Opening for access compartment shall be no more than 1/16 inch wider than the access compartment itself.

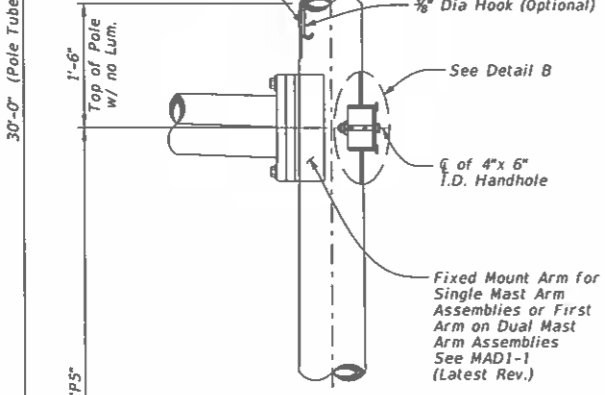
Section B-B



Detail B

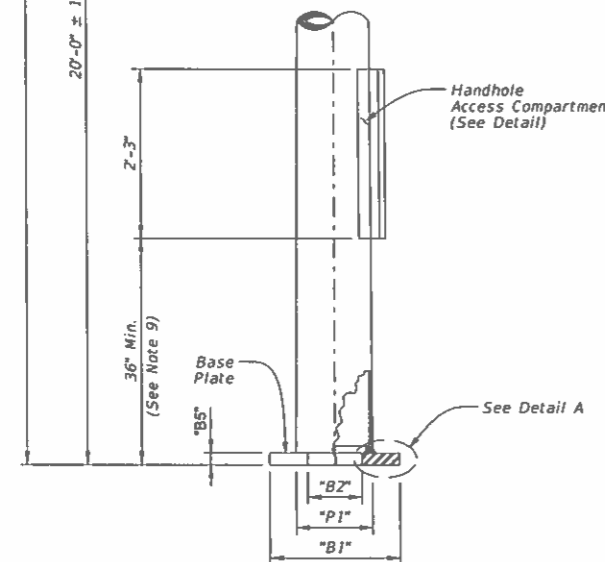


30'-0" (Pole Tube Length)



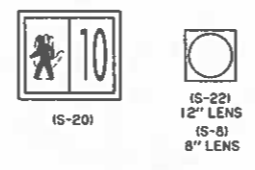
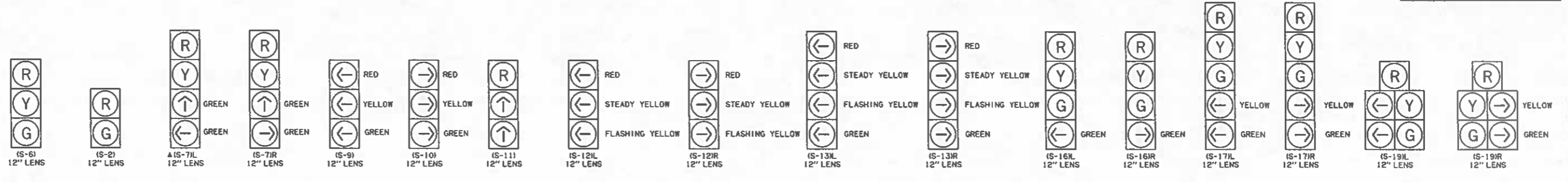
Pole Elevation

(For 30' Pole with Luminaire)



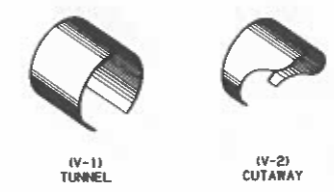
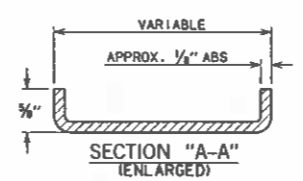
36" Min. (See Note 9)

DESCRIPTION	REVISIONS	DATE
ADDED SIGNALS		7/08/2008
UPDATED SYMBOLS		
ADDED RETRO-REFLECTIVE TAPE TO BACKPLATE		4/2/2013

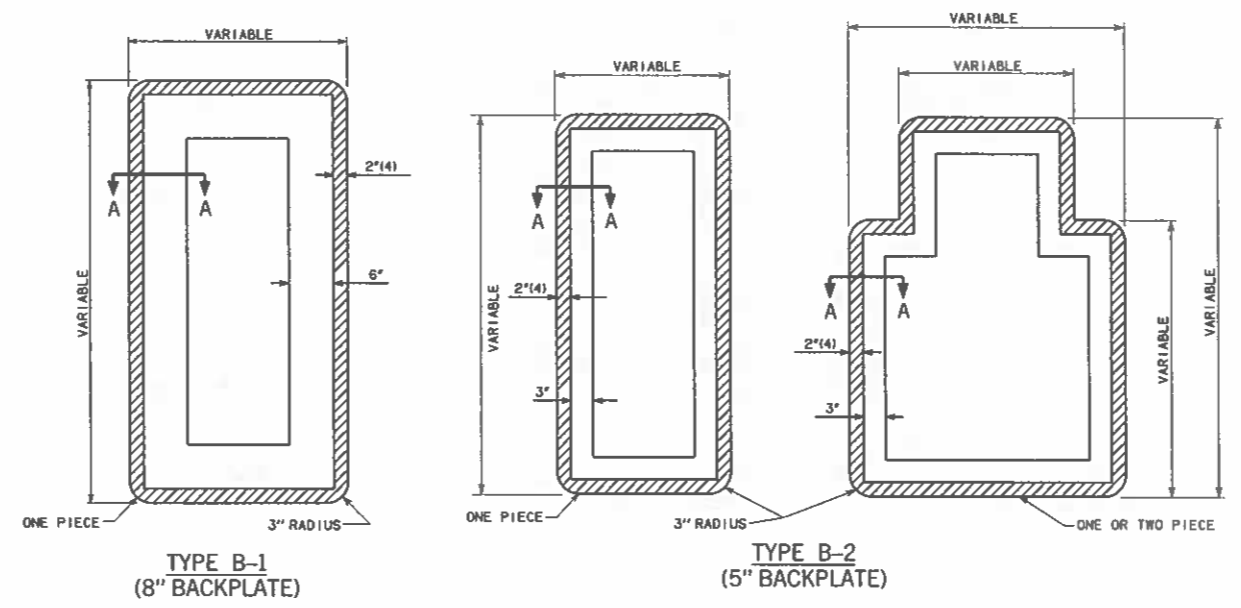


SIGNAL FACE TYPES

R = RED
Y = YELLOW
G = GREEN



VISOR TYPES



GENERAL NOTES

1. ALL TRAFFIC SIGNAL AND PEDESTRIAN SIGNAL HEADS SHALL BE FURNISHED WITH GLASS LENSES, UNLESS OTHERWISE SPECIFIED. THE LENSES SHALL CONFORM TO THE LATEST STANDARD OF THE INSTITUTE OF TRANSPORTATION ENGINEERS.
2. BACKPLATES SHALL BE INSTALLED WITH TWO RIVETS AND/OR SCREWS PER SECTION, A MINIMUM OF SIX PER SIGNAL, OR AS RECOMMENDED BY THE MANUFACTURER.
3. VACUUM FORMED BACKPLATES SHALL BE USED ON ALL STANDARD TRAFFIC SIGNAL HEADS. UNLESS NOTED ON PLANS, BACKPLATES ARE TO BE BLACK.
4. BACKPLATES SHALL HAVE A 2" FLUORESCENT YELLOW TAPE APPLIED TO THE BACKPLATE. THE TAPE SHALL EITHER BE TYPE IX OR TYPE XI.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
833	BACKPLATE	EA

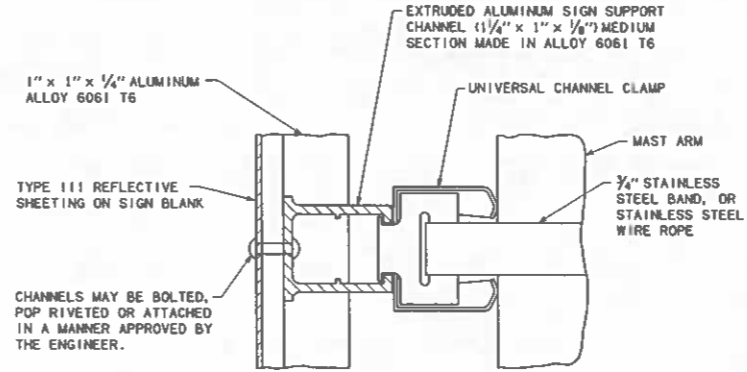
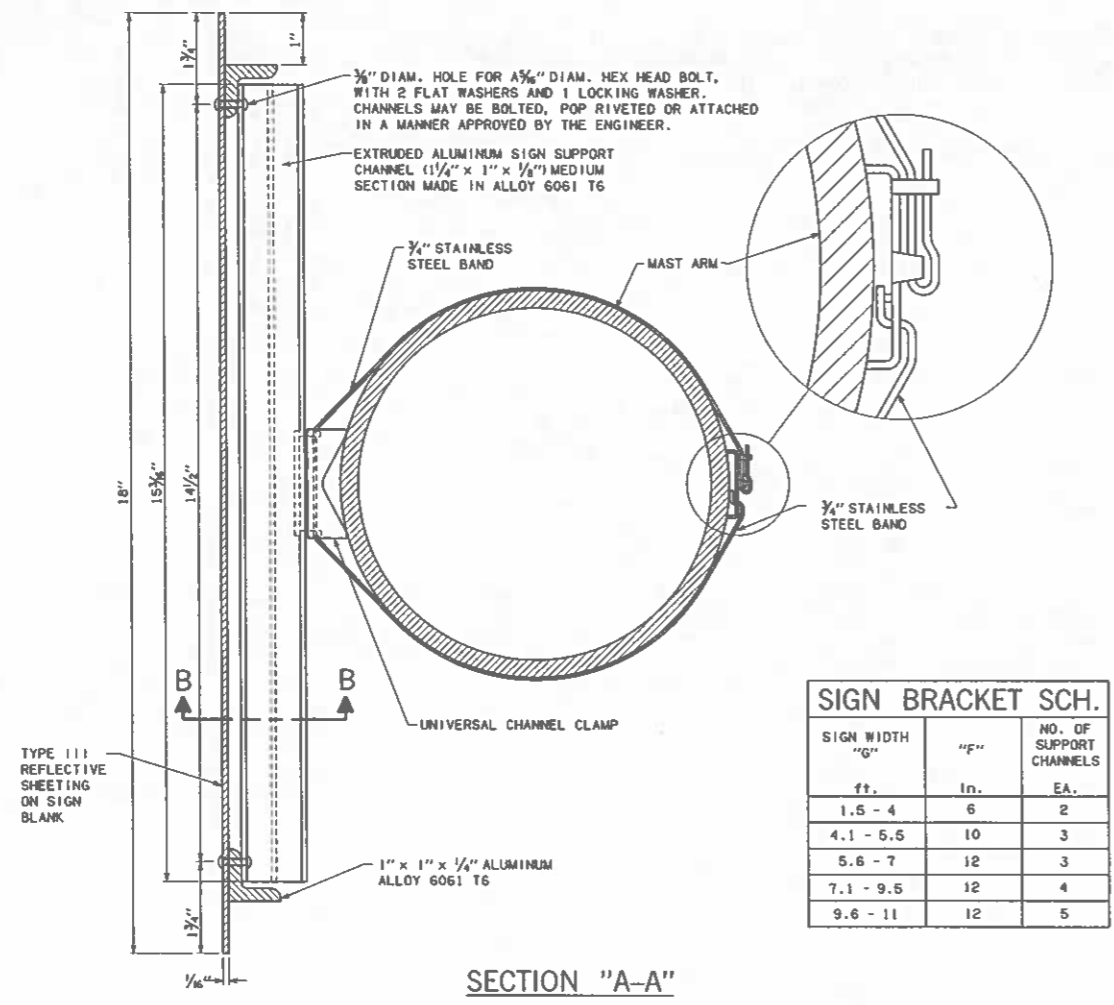


APPROVED BY
TRAFFIC ENGINEER: *David Smalley* DATE: 4/2/2013

TRAFFIC STANDARD
TRAFFIC SIGNALS AND ACCESSORIES

2009 SPECIFICATIONS

DESCRIPTION	REVISIONS	DATE
ADDED GENERAL NOTE 2.		7/08/2011
UPDATED SYMBOLS		4/2/2013



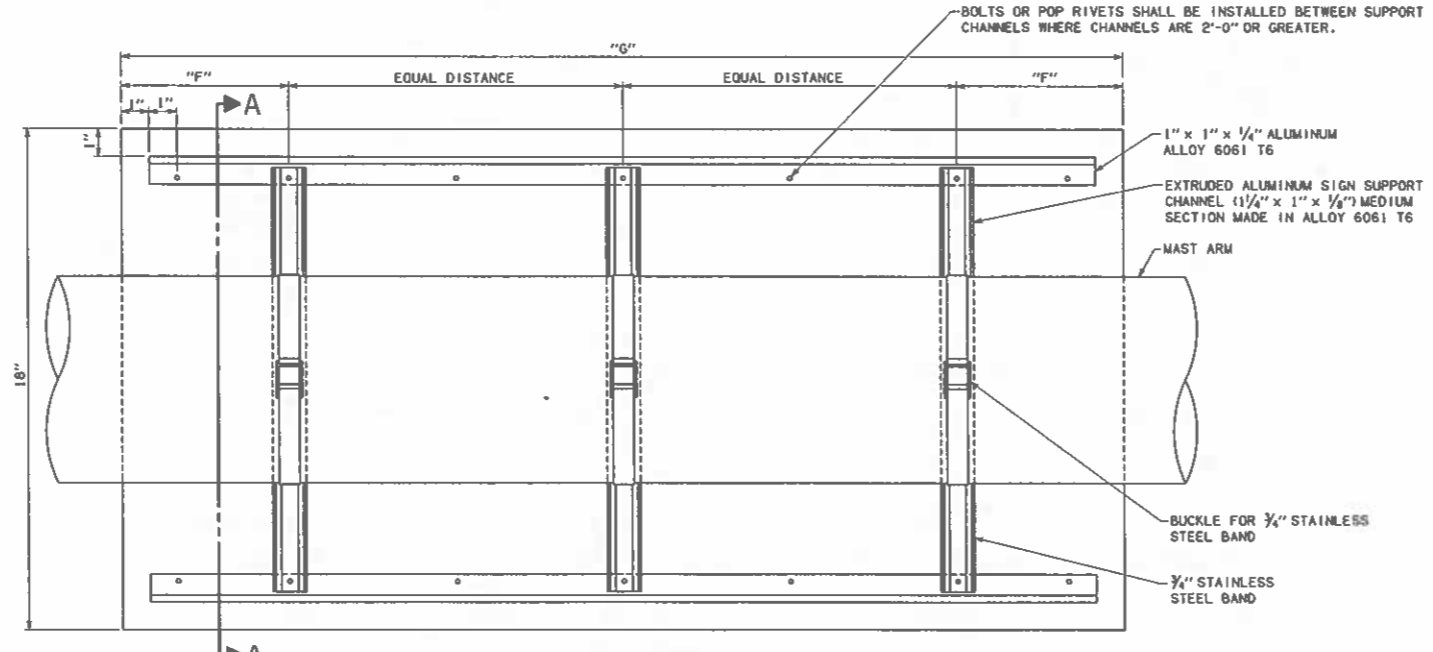
SECTION "B-B"

SIGN BRACKET SCH.

SIGN WIDTH "G"	"F"	NO. OF SUPPORT CHANNELS
ft.	In.	EA.
1.5 - 4	6	2
4.1 - 5.5	10	3
5.6 - 7	12	3
7.1 - 9.5	12	4
9.6 - 11	12	5

STREET NAME SIGNS SHALL BE INSTALLED AT APPROX. 2'-0" FROM THE EDGE OF POLE TO EDGE OF SIGN.

- GENERAL NOTES**
- STREET NAME SIGNS SHALL BE MOUNTED ON MAST ARMS USING A MODIFIED MOUNTING BRACKET EQUIVALENT TO THOSE USED FOR MOUNTING SIGNAL HEADS. THESE SIGNS SHALL BE LOCATED 2'-0" FROM THE POLE ON THE MAST ARM. THICKNESS OF SIGN MATERIAL SHALL BE 1/8".
 - LETTER SIZES FOR MAST ARM MOUNTED SIGNS SHALL BE 12" UPPER CASE (FIRST LETTER) AND 9" LOWER CASE LETTERS.



TYPICAL SIGN BRACKET DETAIL

BASIS OF PAYMENT

ITEM NO.	ITEM	UNIT
850(C)	MASTARM MOUNTED SIGNS	SF



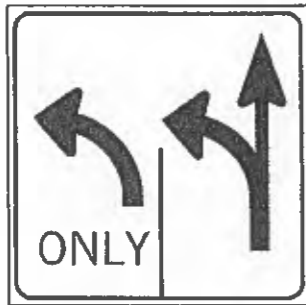
APPROVED BY TRAFFIC ENGINEER: *David Smith* DATE: 4/18/2013

TRAFFIC STANDARD
STREET NAME SIGNS

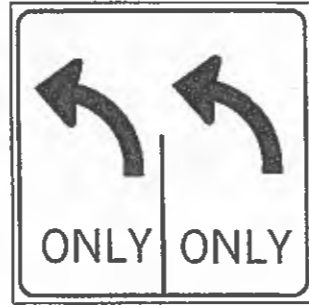
DESCRIPTION	REVISIONS	DATE
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MATERIAL SPECIFICATIONS

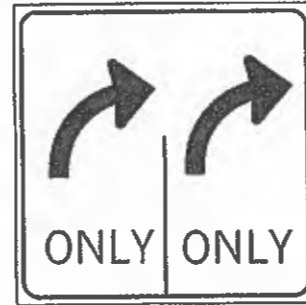
1. MAST ARM MOUNTED SIGNS SHALL HAVE TYPE III SHEETING. INSTALLATION AND MANUFACTURE OF THESE SIGNS SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND "STANDARD HIGHWAY SIGNS" LATEST REVISIONS.



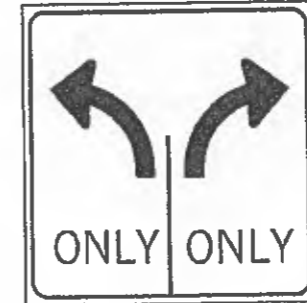
R3-8
36" x 36"
9.0 S.F.



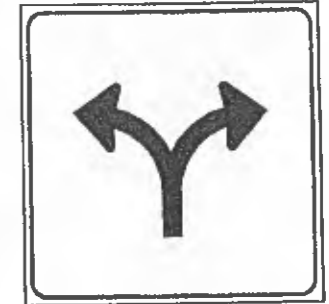
R3-8a
36" x 36"
9.0 S.F.



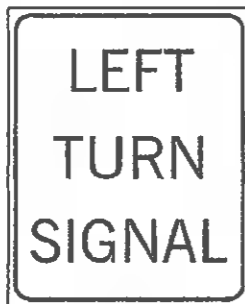
R3-8b
36" x 36"
9.0 S.F.



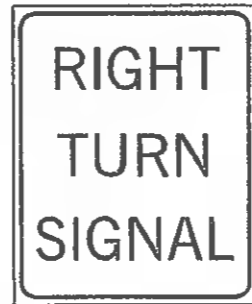
R3-8c
36" x 36"
9.0 S.F.



R3-8d
36" x 36"
9.0 S.F.



R10-10L
30" x 36"
7.5 S.F.



R10-10R
30" x 36"
7.5 S.F.



R10-12
30" x 36"
7.5 S.F.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
850(A)	SHEET ALUMINUM SIGNS	SF.



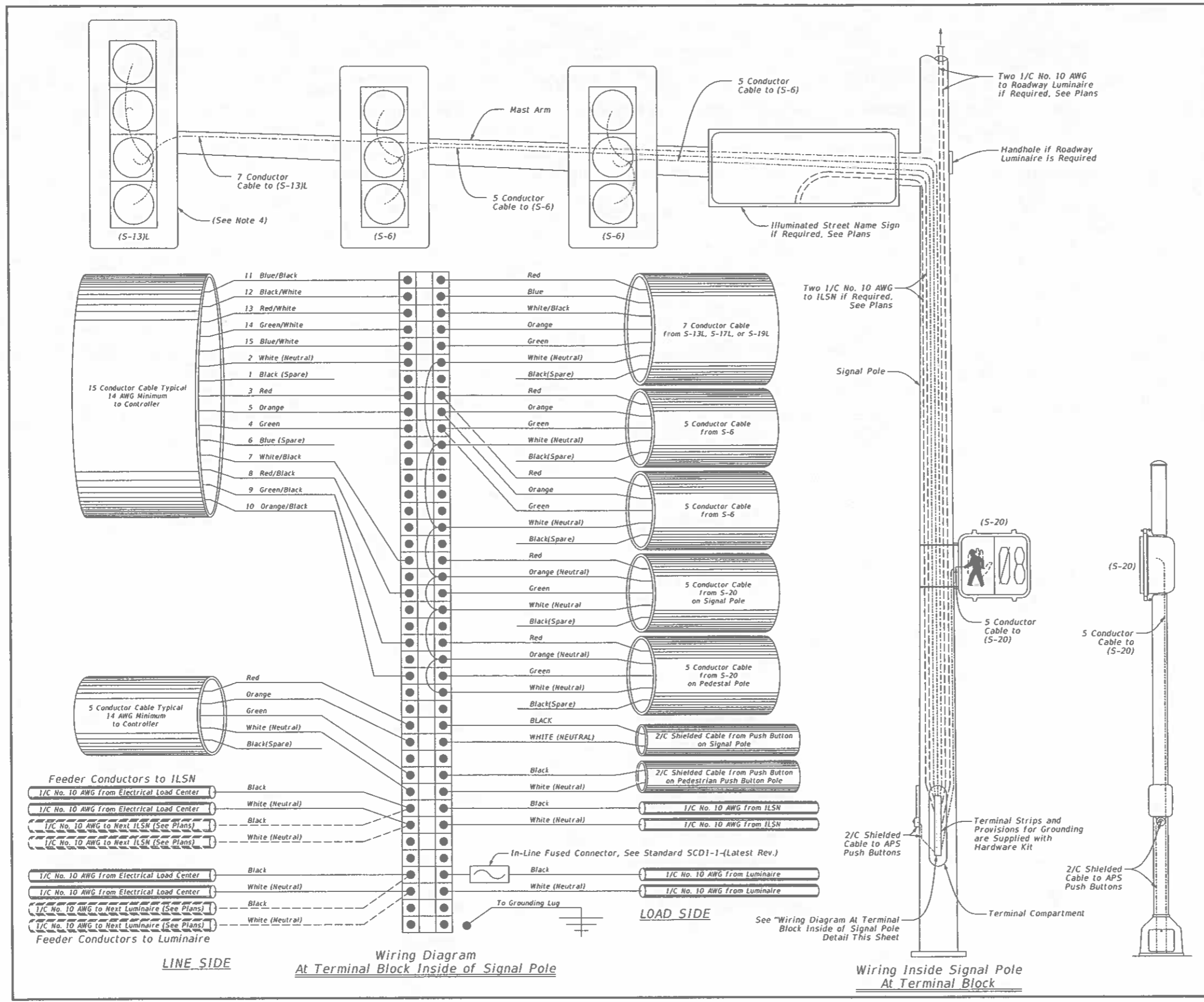
APPROVED BY
TRAFFIC ENGINEER *[Signature]* DATE *8/6/11*

TRAFFIC STANDARD

TRAFFIC SIGNAL STANDARD SIGNS
(MAST ARM MOUNTED)

2009 SPECIFICATIONS

TSSS1-1 00
T-20



Traffic Signal Electric Cable Sequence Table

CONDUCTOR NUMBER	BASE/TRACER COLOR	CABLE SIZE									
		2C	5C	7C	9C	12C	15C	18C	21C	25C	
1	BLACK										
2	WHITE										
3	RED										
4	GREEN										
5	ORANGE										
6	BLUE										
7	WHITE/BLACK										
8	RED/BLACK										
9	GREEN/BLACK										
10	ORANGE/BLACK										
11	BLUE/BLACK										
12	BLACK/WHITE										
13	RED/WHITE										
14	GREEN/WHITE										
15	BLUE/WHITE										
16	BLACK/RED										
17	WHITE/RED										
18	ORANGE/RED										
19	BLUE/RED										
20	RED/GREEN										
21	ORANGE/GREEN										
22	BLACK/WHITE/RED										
23	WHITE/BLACK/RED										
24	RED/BLACK/WHITE										
25	GREEN/BLACK/WHITE										

- General Notes:**
- All electrical connections in the signal pole base, controller cabinet and signal heads shall be made with "Burndy Hylug" or an approved equal.
 - Luminaire electrical conductors to be installed in traffic signal poles and from the controller to each traffic signal pole, shall be solid copper type THW or THWN 75 degree Celsius 600 volt. An alternate type of insulation may be used if approved by the resident engineer prior to installation.
 - Each traffic signal pole shall be grounded to the ground rod located in the footing. No. 4 AWG solid bare copper wire shall be connected from the ground rod to the grounding lug at the base of the pole. See SCD1-1 (Latest Revision).
 - A 4-section S-13L has been shown as an example. A 5-section S-19L or a 5-section S-17L may be placed in lieu of S-13L as shown on the plans.
 - APS (Accessible Pedestrian Signal and Pedestrian Pushbutton) is an integrated device that communicates information about the WALK and DON'T WALK Intervals at Signalized Intersections in Non-Visual Formats (i.e., Audible Tones and Vibrotactile Surfaces) to Pedestrians who are Blind or have Low Vision. (Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, Advisory R209) Note that the Manual on Uniform Traffic Control Devices (MUTCD) in Paragraph 2 of Section 4E.11 Requires that APS Provide Both Audible and Vibrotactile Walk Indications. Note that the Draft PROWAG Definition States that an APS Provides information in both audible and vibrotactile formats, while the MUTCD says audible "and/or" vibrating surfaces.
 - When a Conductor Signal Cable Run Length from the Traffic Signal Cabinet to a Signal Pole with APS Push Button exceeds 500 feet, Consider the Following Information when Installing Equipment.
 - Less than 500' - Install a single #14 AWG Cable
 - More than 500' but less than 1,000' - Install #12 AWG Cable
 - More than 1,000' - Ask ODOT
 - Terminal block shown is diagrammatic and size may vary by wiring need. Provide terminal block appropriately sized to serve equipment as shown in the plans.

Approved By Bridge Engineer: *[Signature]* Date: 3-24-16

Approved By Traffic Engineer: *[Signature]* Date: 3/10/2016

DOT

Traffic Standard
Traffic Signal Pole Wiring and Cable Termination Details

2009 Specifications

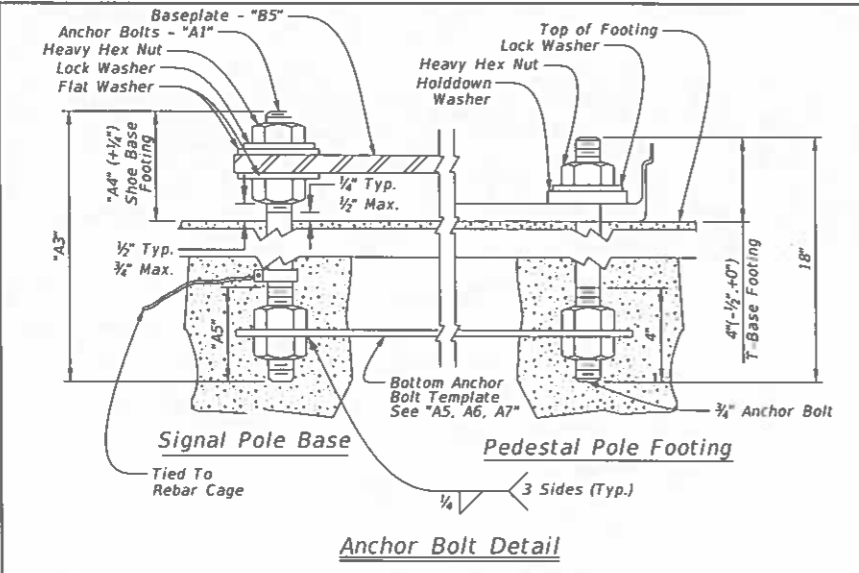
PWD1-2 00

T-206

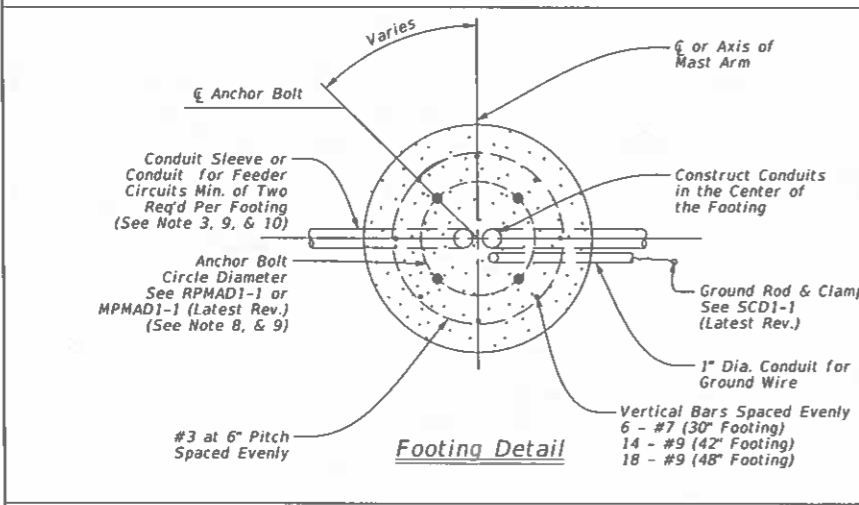
REV. NO.	DESCRIPTION	DATE
Various		09/05/2018

General Notes:

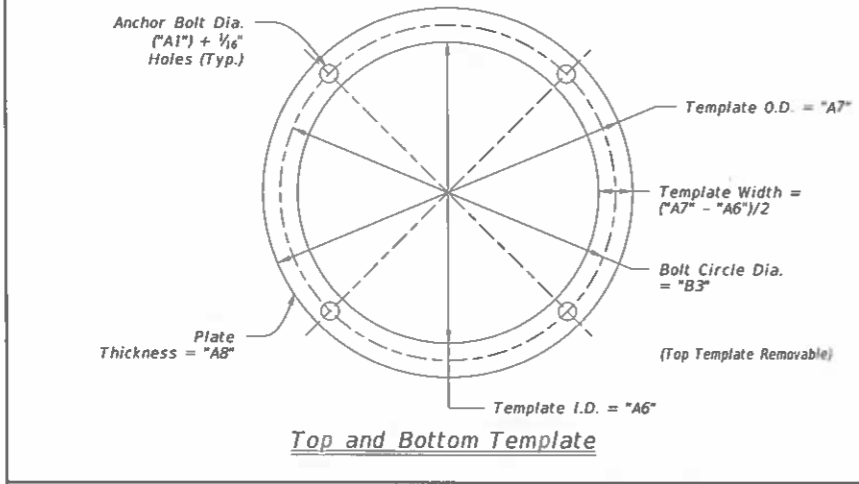
1. A template shall be provided to fit the location of the anchor bolts and conduits that project out of the concrete footing.
2. Anchor bolt templates shall be ASTM A-36 with a minimum thickness of 1/4" and both top and bottom need not be galvanized.
3. Footing shall be constructed with at least two service entry conduits, some may require more. See the plans for locations and number of conduits required, any unused conduit shall be capped on both ends.
4. Electrical conduit or conduit sleeves shall be in accordance with Section 802, "Electrical Conduit."
5. If a breakaway device is to be installed, the footing shall be as close to ground level as possible to assure the proper action of the breakaway device and to prevent damage to the footing or underside of an impacting vehicle.
6. If specified, the footing may be extended extra length above or below grade, see the plans for location and length. Also the vertical and spiral bar length along with conduit length may be adjusted accordingly.
7. Provide 3 inches of clearance from outside edges, 3 inches of clearance from bottom, and 3 inches clearance from top of footing for all reinforcing steel.
8. If anchor bolt data is not specified in the plans, the bolt size and placement for new poles shall be in accordance with the approved shop drawings. Anchor bolts shall be installed to fit the pole assembly base plate.
9. If the footing is constructed by a contractor other than the signal contractor, the following additional requirements will apply:
(A) An anchor bolt space plate shall be installed.
(B) The conduit sleeves for the power conductors shall be 2 inch rigid galvanized steel or Sched 40 PVC and extend approximately 6 inches from the edge of the footing and be capped at both ends, unless the conduit system is designed to extend to another point of termination.
(C) The size of the anchor bolt and the bolt circle dimensions shall be as shown in the plans and detailed herein.
10. If the Contractor elects to install Cable-In-Duct (CID) trench conduit prior to constructing the footing, the CID conduit may be placed in concrete footing without a conduit sleeve. If the trench CID is to be installed after the footing is constructed, a conduit sleeve will be required. The conduit sleeve shall be sized to accommodate the CID specified in the plans. Example: 2 inch CID requires a 3 inch diameter sleeve.
11. The anchor bolts, conduit sleeves, templates, ground rod, ground wire, clamp and the conduit for the ground wire will not be measured for payment but shall be included in the unit price bid for the footing materials. The electrical conduit shall be measured for payment and paid for at the unit price bid for the electrical conduit of the size/type specified in the plans in accordance with Section 802, "Electrical Conduit."
12. Install a conduit coupling, adaptor, or compression coupling if necessary to connect conduits of dissimilar materials.
13. The anchor bolt projection shall be either:
(A) "A4" (+1/2") for shoe base.
(B) 3 1/2" minimum to 4" maximum for transformer base.
(C) As required for double nut leveling.
14. The Contractor shall construct the top of the signal pole footings level to avoid the use of shims when installing the light poles on the footings.
15. Electrical conductors shall be in accordance with Section 834, "Electrical Conductors For Traffic Signals."
16. All concrete shall be Class "A" and reinforcing steel shall be in accordance with ASTM A615 Grade 60 or AASHTO M-31 Grade 60.
17. If rock is encountered, the footing shall extend a minimum of one footing diameter into solid rock.
18. Bond anchor bolt to rebar cage with a #4 AWG bare stranded copper conductor using the Cadweld method. Use listed mechanical connectors rated for embedding in concrete.
19. All breakaway bases shall meet the breakaway requirements of the 2013 Edition of the AASHTO "Standard Specifications For Structural Supports For Highway Signs, Luminaires and Traffic Signals," and shall have been tested by FHWA-approved methods. All bases shall have been structurally tested to resist 150% of the design moment.
20. Ground rod may be located in adjacent signal pull box.



Anchor Bolt Detail



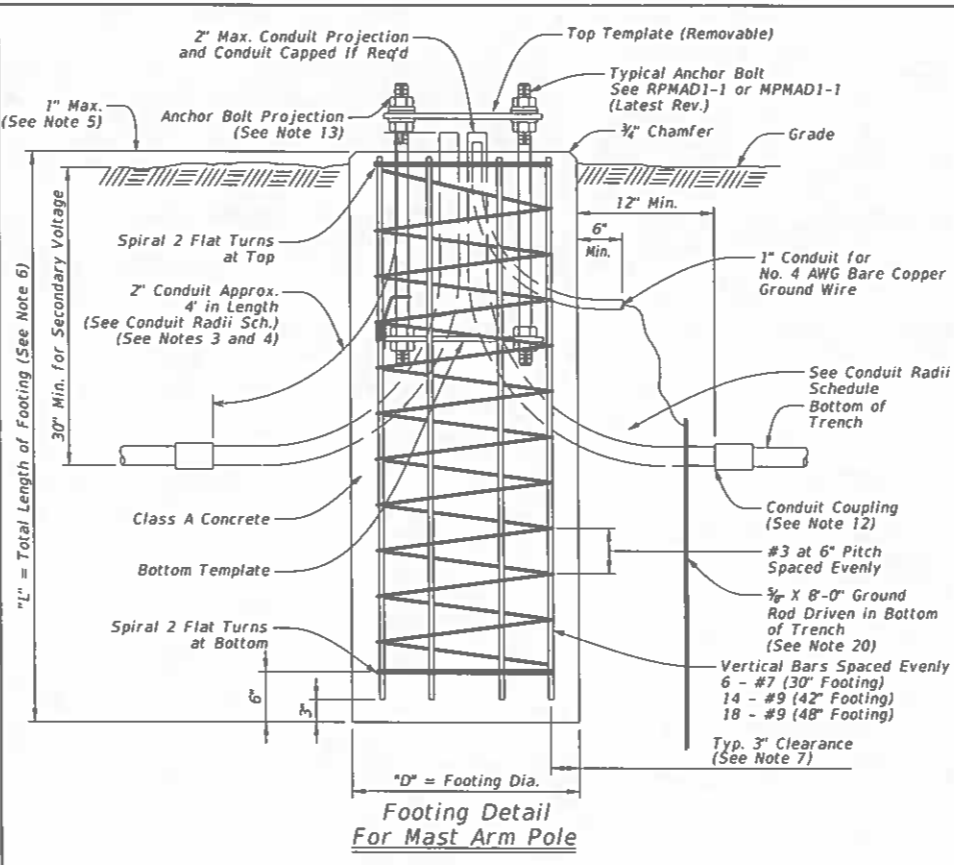
Footing Detail



Top and Bottom Template

Dimension	Tolerance
Length	± 1/2"
Threaded Length	± 1/2"
Galvanized Length (If Required)	- 1/4"

Anchor Bolt Tolerances



Footing Detail For Mast Arm Pole

Signal Mast Arm Footing Data

Single Mast Arm Length (FT)	Design No.	Dimensions				Quantities	
		Footing Dia. "D"	Footing Length "L"	Bar #9 Length (FT)	Bar #3 Spiral Length (FT)	Reinforcing Steel (LBS)	Structural Conc. (CY)
Up to 40	S-40	42	12'-6"	12'-0"	264	670.4	4.5
45 - 55	S-55	48	15'-0"	14'-6"	363	1,023.8	7.0

Dual Mast Arm Footing Data

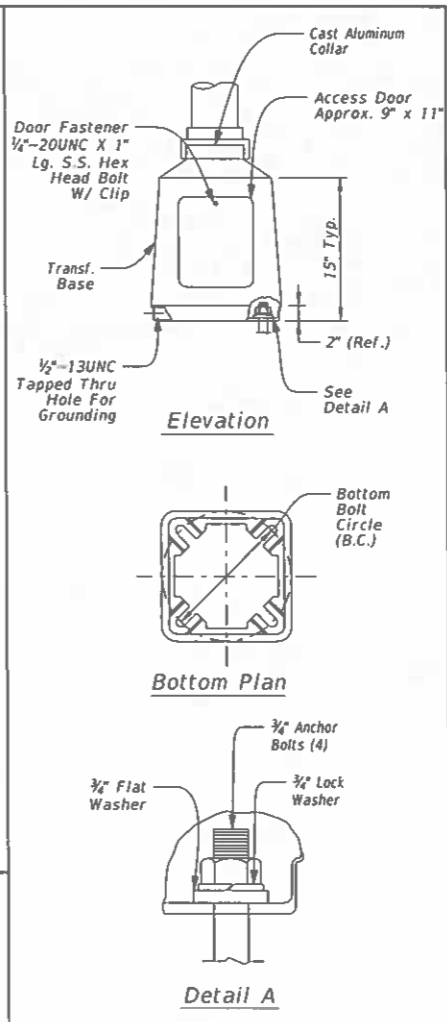
Longest Dual Mast Arm Length (FT)	Design No.	Dimensions				Quantities	
		Footing Dia. "D"	Footing Length "L"	Bar #9 Length (FT)	Bar #3 Spiral Length (FT)	Reinforcing Steel (LBS)	Structural Conc. (CY)
Up to 40	S-40	42	13'-0"	12'-6"	273	697.7	4.6
45 - 55	S-55	48	16'-6"	16'-0"	396	1128.0	7.7

Pedestal Pole Footing Data

Pole Height (FT)	Design No.	Dimensions				Quantities	
		Footing Dia. "D"	Footing Length "L"	Bar #7 Length (FT)	Bar #3 Spiral Length (FT)	Reinforcing Steel (LBS)	Structural Conc. (CY)
5	P-1	30	2'-0"	1'-6"	44	34.9	0.36
8	P-2	30	2'-6"	2'-0"	50	43.4	0.45
10	P-3	30	2'-6"	2'-0"	50	43.4	0.45
12-15	P-4	30	3'-0"	2'-6"	56	51.9	0.55

Footing Design Data

* - Length includes 2 flat turns at top and bottom.



Detail A

Base Type	Bottom B.C.	
	Min.	Max.
PED	12"	14"

Transformer Base Bolt Circle Table

Pedestal Pole Details

Nominal Conduit or Sleeve Diameter (Inches)	Minimum Radius (Inches)
1/2, 3/4, 1, 1 1/2	12
1 1/2	18
2	24
2 1/2, 3	30
4	36
5	48

Conduit Radii Schedule

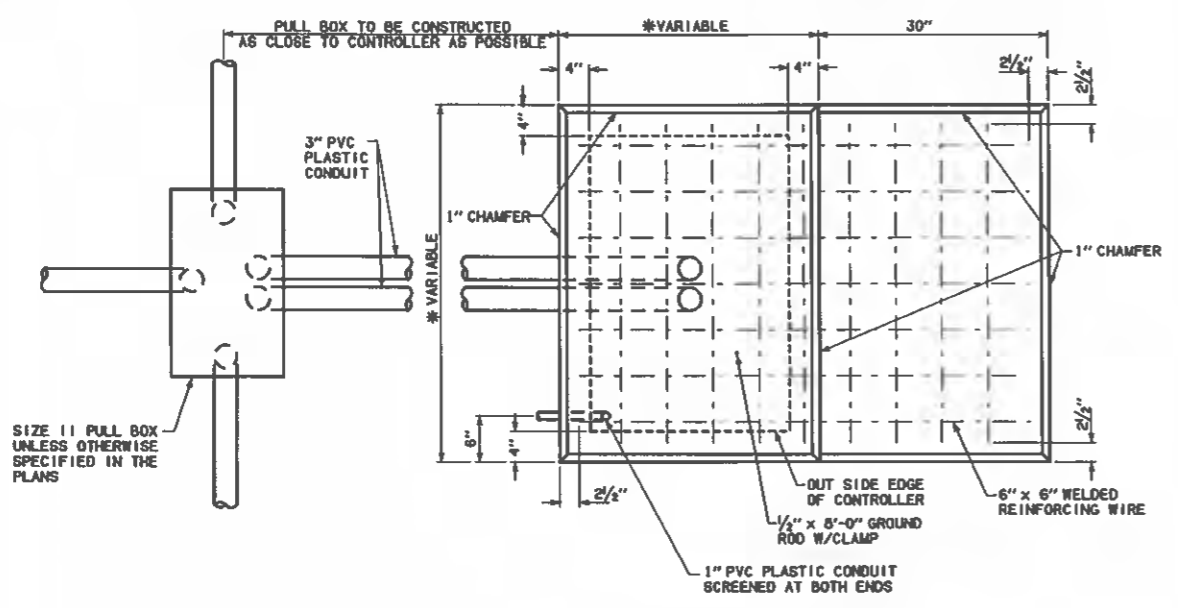
Item No.	Item	Unit
804(A)	Structural Concrete	CY
804(B)	Reinforcing Steel	LB

Approved By: *St. J.* Bridge Engineer: Date: 9-14-18
 Approved By: *Cy E* Traffic Engineer: Date: 9/28/18

DOT

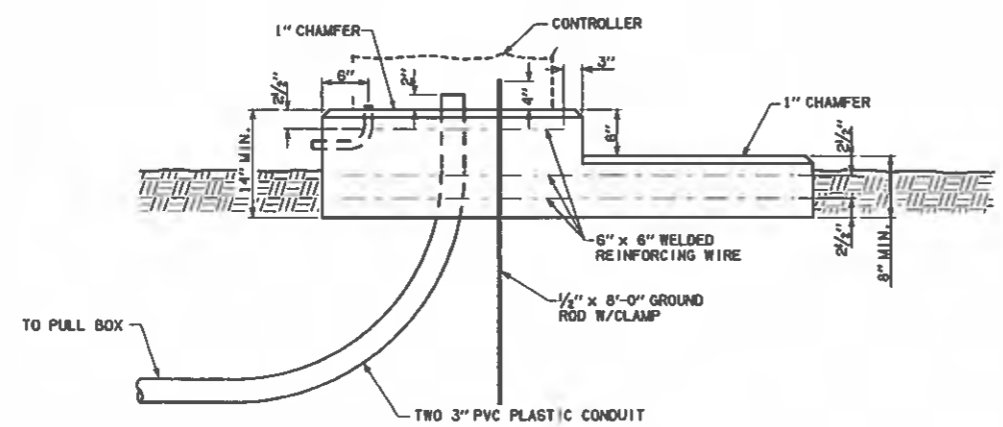
Traffic Standard
Traffic Signal Mast Arm Pole and Pedestal Pole Footing Details

DESCRIPTION	REVISIONS	DATE



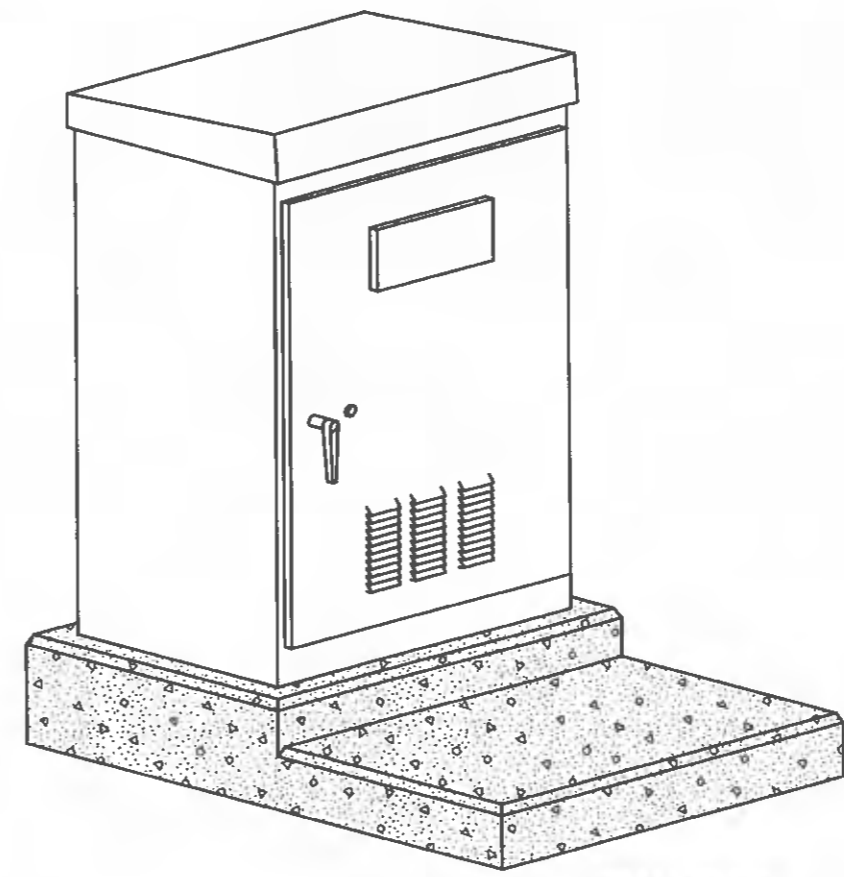
TOP VIEW

*VARIABLE DIMENSIONS WILL BE DETERMINED BY THE SIZE OF CONTROLLER REQUIRED FOR THIS PROJECT

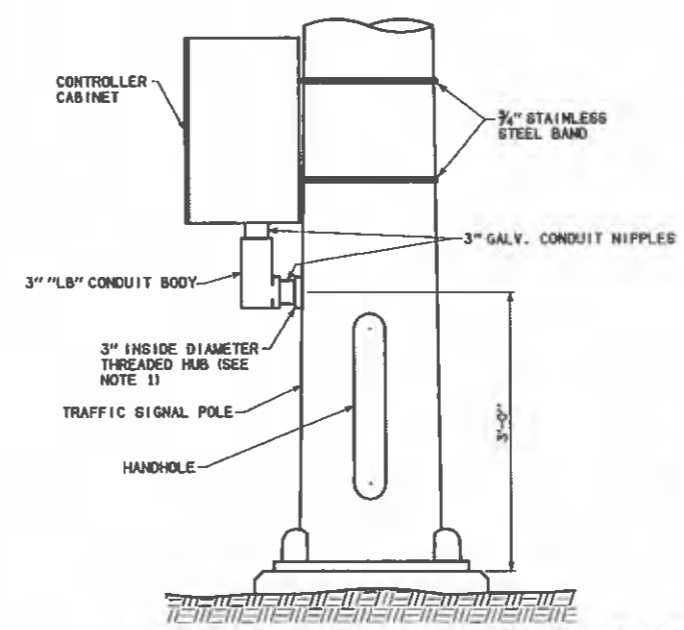


SIDE VIEW

CONCRETE CONTROLLER PAD DETAIL



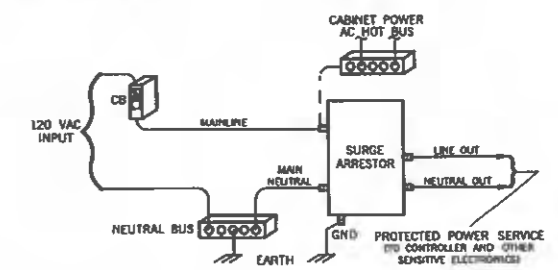
TYPICAL CONTROLLER CABINET INSTALLATION



TYPICAL POLE MOUNTED CONTROLLER CABINET

- MATERIAL SPECIFICATIONS**
- MATERIALS REQUIRED FOR THE CONTROLLER CABINET FOUNDATION, AND ALL PERTINENT EQUIPMENT AND ASSEMBLY SHALL BE INCLUDED IN THE PRICE BID FOR THE CONTROLLER.
 - THE CONTROLLER CABINET FOUNDATION SHALL BE CLASS "A" CONCRETE & 6" X 6" WELDED REINFORCING WIRE SHALL BE PAID FOR WITH THE CONCRETE.
 - A MINIMUM OF 4 EXPANSION BOLTS ARE REQUIRED, 1/2" X 4 1/2" STAINLESS STEEL KWIK BOLT WITH A MIN. EMBEDMENT OF 3/4", SHALL BE USED TO MOUNT THE CONTROLLER CABINET TO THE CONCRETE PAD.
 - THE CONTROLLER CABINET SHALL BE INSTALLED ON TOP OF SILICANT RUBBER CAULKING COMPOUND FOR WEATHERPROOFING OF THE CABINET.
 - MINIMUM PAD MOUNTED CONTROLLER CABINET SIZE SHALL BE 3'-2 1/2" X 4'-6" X 2'-2" (W X H X D). CABINETS SHALL BE MANUFACTURED WITH TWO DOOR UNLESS OTHERWISE SPECIFIED IN THE PLANS.
 - 1/C NO. 6 AWG ELECTRICAL CONDUCTOR SHALL BE USED TO SUPPLY POWER FROM THE POWER SOURCE(S) TO THE CONTROLLER.
 - 1/C NO. 10 AWG SOLID BARE COPPER WIRE SHALL BE USED TO GROUND THE CONTROLLER CABINET TO THE GROUND ROD.
 - ALL ELECTRIC CONNECTIONS SHALL BE MADE WITH BURDY HYLUG OR AN APPROVED EQUAL.
 - A SURGE ARRESTOR SHALL BE FURNISHED IN EACH TRAFFIC SIGNAL CONTROLLER. THE ARRESTOR REQUIREMENTS ARE AS FOLLOWS:

PEAK CURRENT.....	20,000 AMPS
	(8 X 20 US WAVESHAPE)
LIFE TEST.....	.5% CHANGE
	(VOLTAGE CLAMP BEFORE AND AFTER
	25 SURGES OF 20KA WAVESHAPE)
CLAMP VOLTAGE.....	250 V. TYPE 0 20KA
RESPONSE TIME.....	VOLTAGE NEVER EXCEEDS
	250 VOLTS DURING SURGE
CONTINUOUS SERVICE CURRENT.....	10 AMPS MAX.: 120 VAC. 60HZ
DIMENSION (INCHES).....	3.13 X 7.16 X 2.3
	(NOT INCLUDING GNDXW X L X H)
OPERATING TEMPERATURE.....	-40C TO +85C



GENERAL NOTES

- THE POLE SHALL BE MANUFACTURED WITH A 3" INSIDE DIAMETER THREADED HUB. THIS HUB SHALL BE MADE AND INSTALLED TO MAINTAIN THE DESIGN STRENGTH OF THE POLE.

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
804(A)	STRUCTURAL CONCRETE	CY
825	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	EA.

APPROVED BY
TRAFFIC ENGINEER *[Signature]* DATE 8/15/10

TRAFFIC STANDARD

CONTROLLER CABINET DETAILS

2009 SPECIFICATIONS

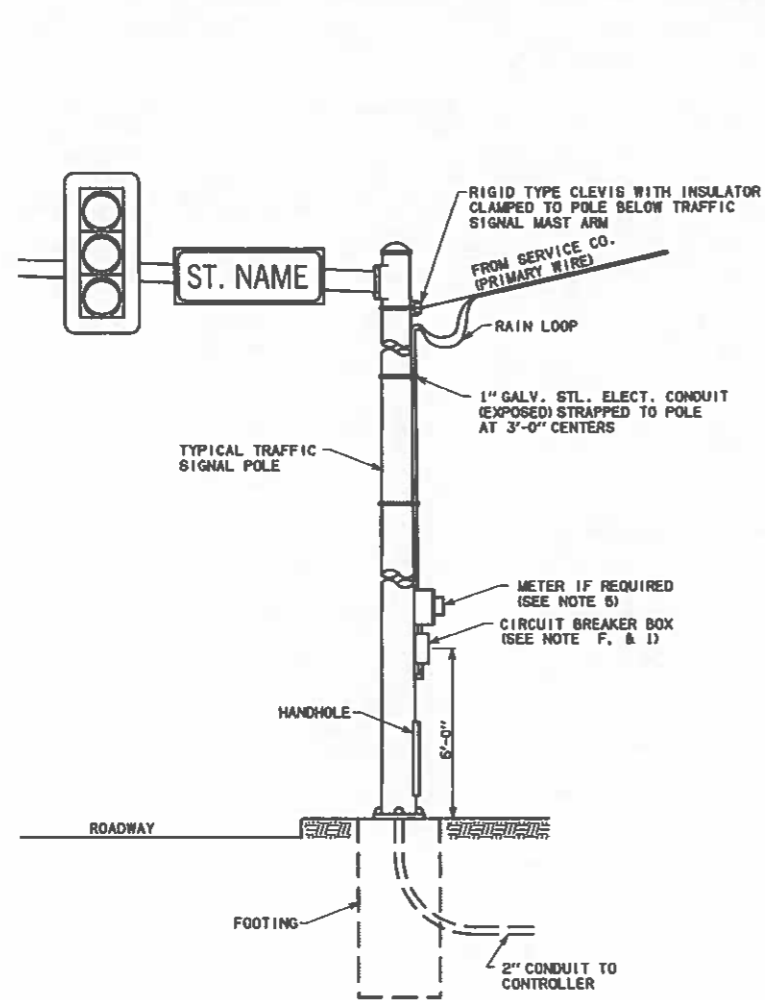
DESCRIPTION	REVISIONS	DATE

MATERIAL SPECIFICATIONS

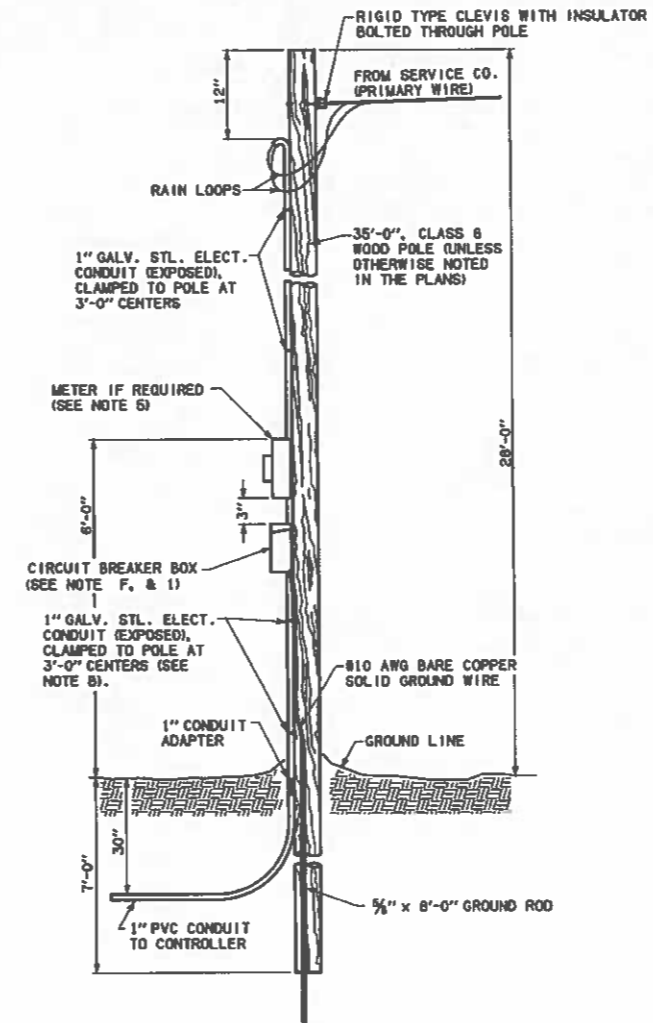
- A. ELECTRICAL CONDUIT SHALL BE IN ACCORDANCE WITH SECTION 602 OF THE 2009 STANDARD SPECIFICATIONS.
- B. 1/2 NO. 6 AWG ELECTRICAL CONDUCTOR SHALL BE USED TO SUPPLY POWER FROM THE POWER SOURCE(S) TO THE CONTROLLER.
- C. ALL CONDUIT CLAMPS SHALL BE GALVANIZED MALLEABLE IRON AND STRAPS SHALL BE 3/4" STAINLESS STEEL BAND.
- D. THE SERVICE POLE SHALL BE TREATED FULL LENGTH IN ACCORDANCE WITH AMERICAN WOOD PRESERVERS ASSOCIATION SPECIFICATIONS, TO BE AT LEAST 7.5 LBS. PER CUBIC FOOT RETENTION OF CREOSOTE OR 0.38 PENTACHLOROPHENOL MEASURED BY THE EMPTY CELL PROCESS. WOOD POLES SHALL COMPLY WITH THE LATEST REVISIONS OF ANSI STANDARD 06.1.
- E. ALL CONDUIT AND CONDUIT FITTINGS SHALL CONFORM TO SECTION 709 OF THE 2009 STANDARD SPECIFICATIONS.
- F. THE ENCLOSURE FOR THE CIRCUIT BREAKER SHALL BE A N.E.M.A. 3R RAINTIGHT ENCLOSURE, AND SHALL BE LOCKED IN ACCORDANCE WITH THE POWER COMPANY REQUIREMENTS. THE BREAKERS SHALL BE SIZED FOR LOAD REQUIREMENTS.

GENERAL NOTES

- 1. SERVICE POLE:
PRIMARY SERVICE SHALL BE FURNISHED TO A SERVICE POLE OR TO A TRAFFIC SIGNAL POLE. THE INSTALLATION SHALL INCLUDE GROUND ROD, METER BASE, INSULATORS, CABLES, CONDUIT, SERVICE HEAD, SERVICE BRACKET, CIRCUIT BREAKERS, AND ALL OTHER ITEMS NECESSARY TO COMPLETE THE WORK. WHEN ONLY A TRAFFIC SIGNAL SYSTEM IS INSTALLED ON A PROJECT, A SINGLE CIRCUIT BREAKER SHALL BE FURNISHED. WHERE TRAFFIC SIGNALS AND STREET LIGHT SYSTEMS ARE COMBINED ON ONE PROJECT, TWO CIRCUIT BREAKERS SHALL BE FURNISHED, ONE FOR EACH SYSTEM. THE CONTRACTOR SHALL COORDINATE WITH THE POWER COMPANY TO GET THE CONNECTION AT THE PROPER TIME.
THE EQUIPMENT, CONSTRUCTION AND INSTALLATION ON THE SERVICE POLE, AND SERVICE SHALL BE SUBJECT TO THE APPROVAL OF THE POWER COMPANY. THE COST OF MATERIALS AND INSTALLATION OF THE SERVICE POLE, AS DESCRIBED ABOVE, INCLUDING ANY PERMITS OR CHARGES BY THE POWER COMPANY FOR THE CONNECTION SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK.
- 2. ON PROJECTS WHERE SERVICE POLES ARE INSTALLED THE SERVICE POLE SHALL BE INSTALLED AS CLOSE TO THE RIGHT-OF-WAY AS POSSIBLE. LOCATION SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
- 3. INSTALL A CONDUIT COUPLING ADAPTOR, OR COMPRESSION COUPLING IF NECESSARY TO CONNECT CONDUITS OF DISSIMILAR MATERIALS.
- 4. THE PRIMARY WIRING SHALL BE PROVIDED BY THE LOCAL UTILITY CO., UNLESS OTHERWISE SPECIFIED.
- 5. THE CONTRACTOR SHALL INSTALL THE REQUIRED METERING EQUIPMENT FURNISHED BY THE LOCAL UTILITY CO., UNLESS OTHERWISE SPECIFIED.



OVERHEAD SERVICE TO TRAFFIC SIGNAL POLE



OVERHEAD SERVICE TO SERVICE POLE

BASIS OF PAYMENT		
ITEM NO.	ITEM	UNIT
B10(A)	SERVICE POLE	EA



APPROVED BY
TRAFFIC ENGINEER: *David J. Smith* DATE: 8/15/10
TRAFFIC STANDARD

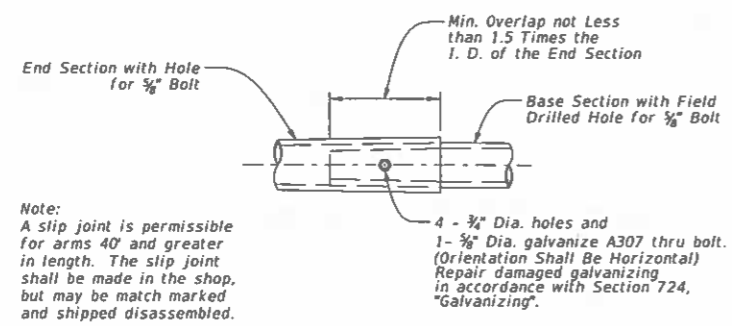
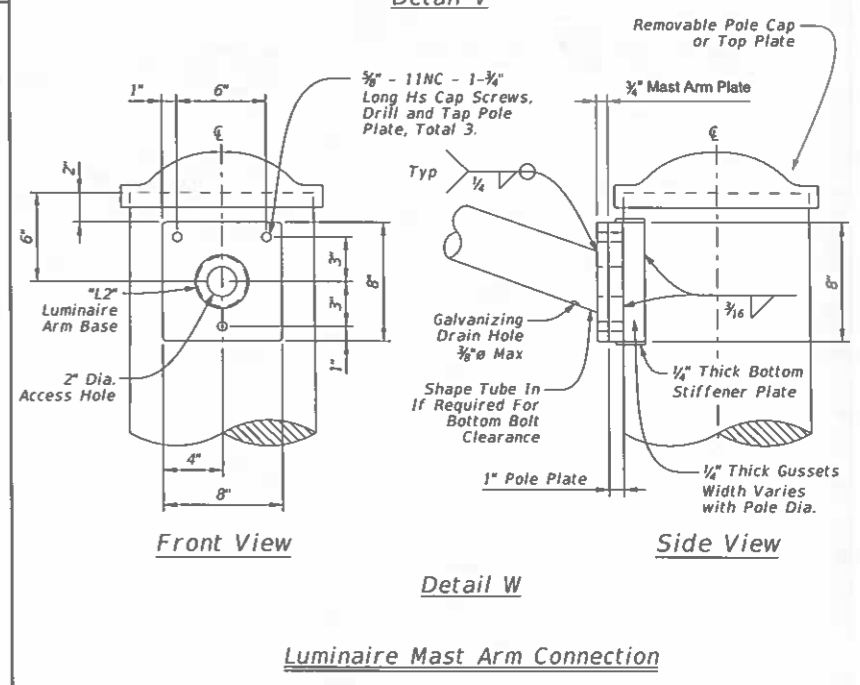
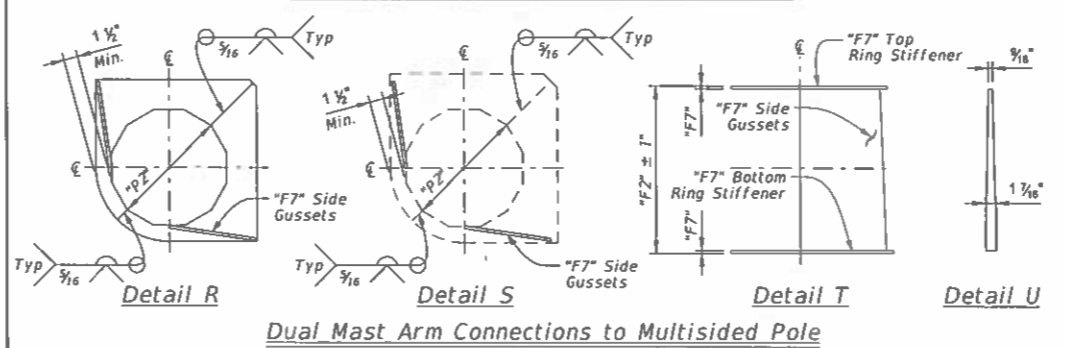
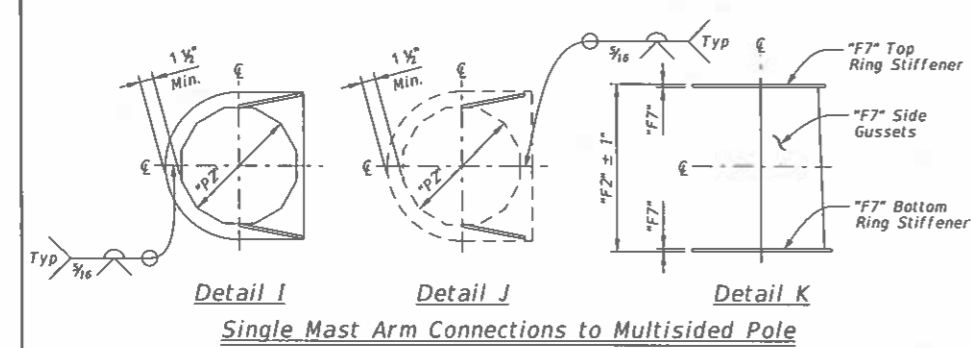
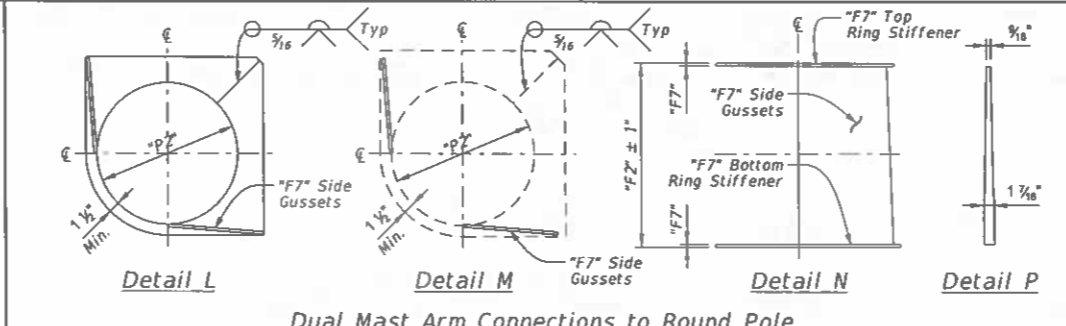
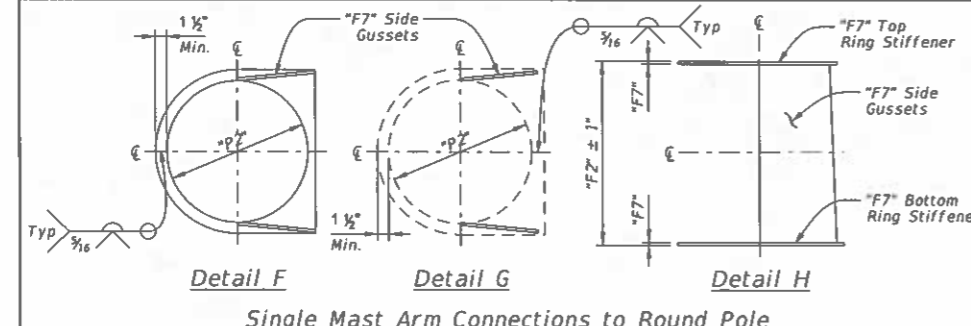
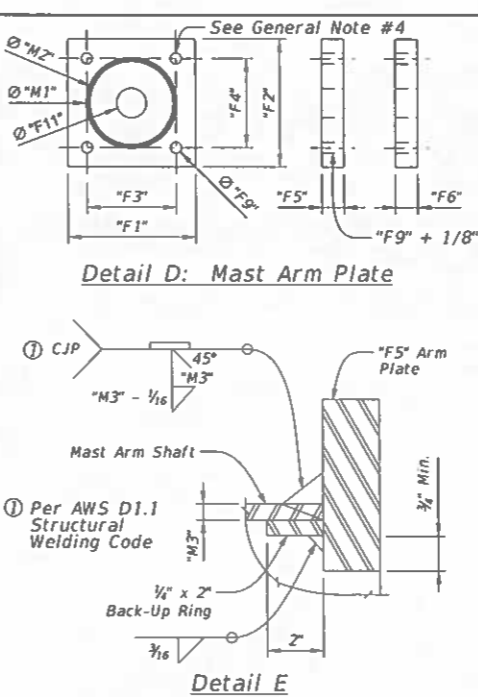
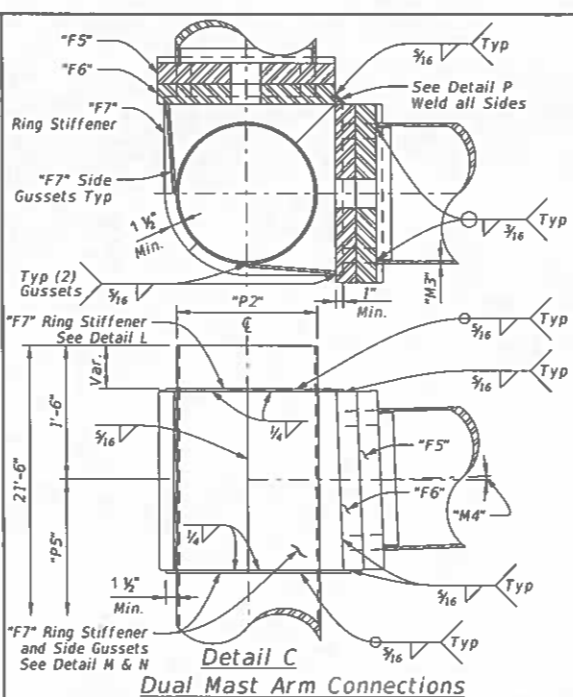
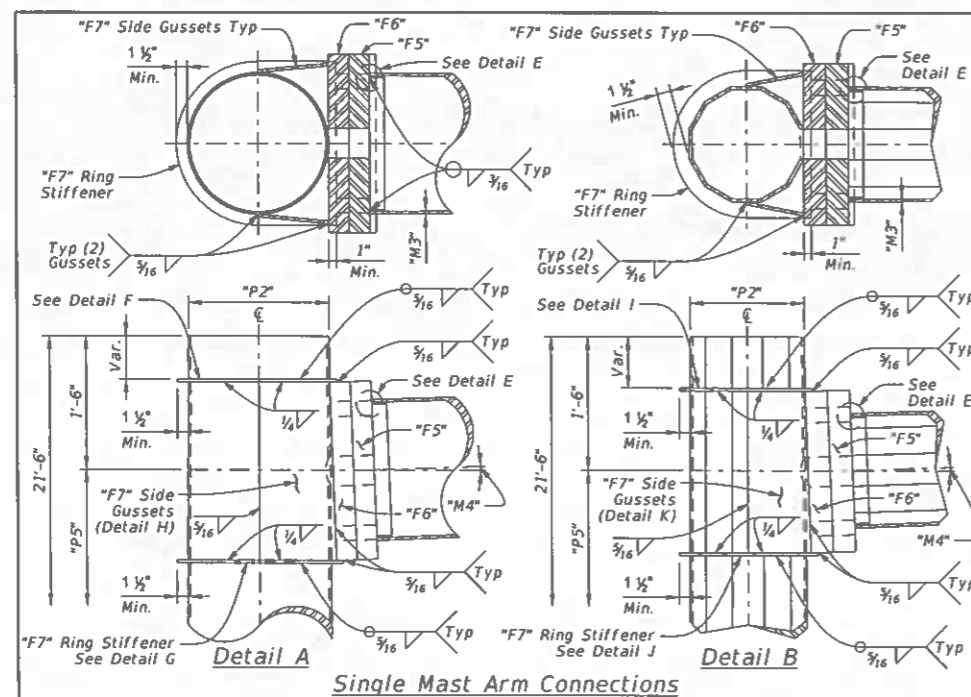
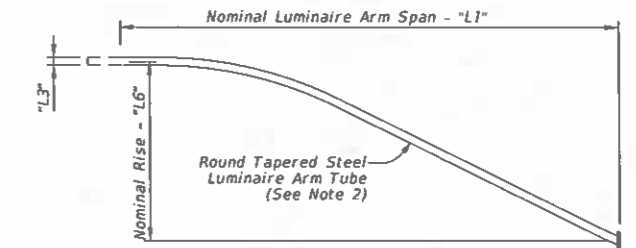
TRAFFIC SIGNAL SERVICE POLE

2009 SPECIFICATIONS

TSSP1-1	00
T-209	

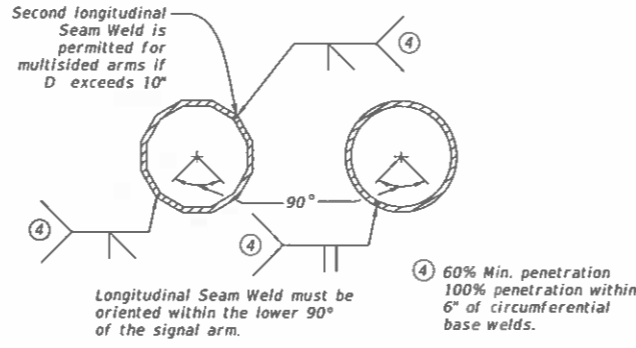
Table 5: Luminaire Arm Extension Data

Nom. Lum. Arm Span Length (ft)	Lum. Arm Shaft				
	Bot. O.D. (in)	Top. O.D. (in)	Wall Thk. (in)	Lum. Arm Tube Length	Lum. Arm Rise
"L1"	"L2"	"L3"	"L4"	"L5"	"L6"
8	3.61	2.42	0.1196	8' - 6"	2' - 6"
10	3.88	2.41	0.1196	10' - 6"	2' - 6"

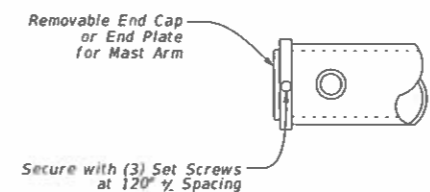


Note:
 A slip joint is permissible for arms 40' and greater in length. The slip joint shall be made in the shop, but may be match marked and shipped disassembled.

Slip Joint Detail



Arm Weld Detail



Mast Arm End Cap

General Notes:

1. Locate handholes as detailed on standard T-200A.
2. Luminaire mast arm with a straight constant dia. is an approved alternative.
3. With electing slip joint option, provide shop drawing showing location of slip joint and design data for approval.
4. Tap Pole Plate for (4) Bolts w/(1) Lock Washer per Bolt (See Table).

Approved By: *St. Ar.* Date: 9/19/11
 Bridge Engineer:

Approved By: *Cy DE* Date: 9/28/11
 Traffic Engineer:

DOT

Traffic Standard
 Traffic Signal Support Structures
 Mast Arm Assembly Details

2009 Specifications

MAD1-1	01
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TABLE 1: Round Signal Pole Data

Nom. Mast Arm Span Lengths (ft)	Pole Shaft						Base Plate					Anchor Bolt							
	Bot. O.D. (in)	Top O.D. 21'-6" Pole Ht. (in)	Top O.D. 30'-0" Pole Ht. (in)	Wall Thk. (in)	Nom. Arm. Mtg. Ht. (ft)	Nom. Lum. Mtg. Ht. (ft)	Base Sq. (in)	Base I.D. (in)	Bolt Circle Dia. (in)	Bolt Hole Dia. (in)	Base Thk. (in)	Bolt Dia. (in)	No. of Bolts	Length of Bolt Min. (in)	Top Thread Length Min. (in)	Bottom Thread Length Min. (in)	Template I.D. (in)	Template O.D. (in)	Template Thick (in)
"S1"	"P1"	"P2"	"P3"	"P4"	"P5"	"P6"	"B1"	"B2"	"B3"	"B4"	"B5"	"A1"	"A2"	"A3"	"A4"	"A5"	"A6"	"A7"	"A8"
Single Mast Arm Pole Data																			
20 to 40	15.25	12.24	11.05	0.2500	20	32	20.25	10.25	20.25	1.75	2.25	1.50	4	60	7	4	16.75	23.75	0.375
45 to 55	22.00	18.99	17.80	0.2500	20	32	27.00	17.00	27.00	2.25	2.50	2.00	4	70	8	5	22.50	31.50	0.500
Dual Mast Arm Pole Data																			
20 to 40	17.00	13.99	12.80	0.3125	20	32	22.00	11.88	22.00	2.00	3.00	1.75	4	60	8	4	18.00	26.00	0.438
45 to 55	22.00	18.99	17.80	0.3750	20	32	27.00	16.75	27.00	2.50	3.25	2.25	4	70	9	5	22.25	31.75	0.563

TABLE 2: Round Mast Arm Data

Nom. Mast Arm Span Length (ft)	Mast Arm Data					Mast Arm Flange Plate/Gusset Connection Data											
	Fixed End Base O.D. (in)	* Free End Top O.D. (in)	Wall Thk. (in)	Angle (Deg)	* Arm Length (ft)	Plate Width Min. (in)	Plate Height Min. (in)	Conn. Bolt Width Min. (in)	Conn. Bolt Height Min. (in)	Arm Plate Thk. (in)	Pole Plate Thk. (in)	Gusset Thk. (in)	Flange Bolt Qty	Flange Bolt Dia. (in)	Flange Bolt Length Min. (in)	Flange I.D. (in)	
"S1"	"M1"	"M2"	"M3"	"M4"	"M5"	"F1"	"F2"	"F3"	"F4"	"F5"	"F6"	"F7"	"F8"	"F9"	"F10"	"F11"	
20	9.00	6.32	0.1875	2 Deg.	19.14	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00	
25	10.00	6.62	0.1875	2 Deg.	24.15	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00	
30	10.50	6.42	0.2500	2 Deg.	29.15	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00	
35	11.50	6.72	0.2500	2 Deg.	34.15	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00	
40	12.50	7.02	0.2500	2 Deg.	39.15	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00	
45	16.25	10.11	0.3125	2 Deg.	43.87	24.00	24.00	18.00	18.00	2.00	2.00	0.375	4.00	2.00	4.00	5.75	
50	17.50	10.66	0.3125	2 Deg.	48.87	24.00	24.00	18.00	18.00	2.00	2.00	0.375	4.00	2.00	4.00	5.75	
55	19.00	11.46	0.3125	2 Deg.	53.87	24.00	24.00	18.00	18.00	2.00	2.00	0.375	4.00	2.00	4.00	5.75	

* Round values to the nearest 1/16". actual mast arm length might be slightly different for dual mast arm poles.


General Notes

1. Designs conform to 2013 AASHTO Standard Specifications For Structural Supports For Highway Signs, Luminaires, and Traffic Signals and Interim Specifications. Designed for 3-second wind gust speed equal to 90 MPH with a 1.14 gust factor. A wind importance factor of 0.87 is applied to adjust the wind speed to a 50 year recurrence interval. Design moments listed in tables assume base of pole is less than 33' above natural ground level.
2. Fatigue importance Category II is used for fatigue design. Fatigue design loads applied include galloping, natural wind gust pressure range based on a yearly mean wind velocity of 11.2 MPH, and truck-gust pressure range based on a truck speed of 65 MPH.
3. Fabrication shall be in accordance with the specifications and with the details, dimensions, and weld procedures shown herein. Submit shop drawings for signal pole assemblies fabricated in accordance with the details, dimensions, and weld procedures shown herein for project records. Weld references call for pre-approved weld procedures which the fabricator must obtain prior to fabrication. Materials, fabrication tolerances, and shipping practices shall meet the requirements of these sheets and the specifications. In the absence of specified fabrication tolerances, dimensions shall be within the tolerances generally obtainable in normal fabrication practice.
4. Unless otherwise noted, all steel parts shall be galvanized in accordance with Section 724.06, "Galvanizing."
5. Steel poles shall be fabricated in accordance with Section 724, "Structural Steel." Longitudinal seam welds for pole sections shall have 60% minimum penetration. All welding shall be in accordance with the ANSI/AWS Structural Welding Code D1.1.
6. Two-section signal poles will not be permitted. Mast arms may be fabricated in two sections for lengths greater than 40 LF and field-assembled by the lap-joint method. The two sections shall telescope together with a lap length of not less than 1-1/2 times the shaft diameter at the lap joint. Ensure longitudinal seam welds that will be in contact at a slip joint splice are ground smooth for the length of splice plus a minimum of six inches.
7. Alternate material equal to or better than material specified may be substituted with the approval of the Engineer.
8. Lubricate and tighten anchor bolts, when erecting signal poles, in accordance with manufacturer's recommendations.

Approved By Bridge Engineer: *St. Dr.* Date: 9-14-11

Approved By Traffic Engineer: *Lyte* Date: 9/29/11

Traffic Standard
Traffic Signal Round Pole and Mast Arm Data



2009 Specifications

TABLE 3: Multisided Signal Pole Data

Nom. Mast Arm Span Lengths (ft)	Pole Shaft							Base Plate					Anchor Bolt							
	Bot. O.D. (in)	Top O.D. 21'-6" Pole Ht. (in)	Top O.D. 30'-0" Pole Ht. (in)	Wall Thk. (in)	Nom. Arm. Mtg. Ht. (ft)	Nom. Lum. Mtg. Ht. (ft)	Internal Bend Radius Min. (in)	Base Sq. (in)	Base I.D. (in)	Bolt Circle Dia. (in)	Bolt Hole Dia. (in)	Base Thk. (in)	Bolt Dia. (in)	No. of Bolts	Length of Bolt Min. (in)	Top Thread Length Min. (in)	Bottom Thread Length Min. (in)	Template I.D. (in)	Template O.D. (in)	Template Thick (in)
"S1"	"P1"	"P2"	"P3"	"P4"	"P5"	"P6"	"P7"	"B1"	"B2"	"B3"	"B4"	"B5"	"A1"	"A2"	"A3"	"A4"	"A5"	"A6"	"A7"	"A8"
Single Mast Arm Pole Data																				
20 to 40	15.25	12.24	11.05	0.3125	20	32	1.56	20.25	10.13	20.25	2.00	2.50	1.75	4	60	8	5	16.25	24.25	0.438
45 to 55	20.25	17.24	16.05	0.3750	20	32	1.88	25.25	15.00	25.25	2.25	3.25	2.00	4	70	9	5	20.75	29.75	0.500
Dual Mast Arm Pole Data																				
20 to 40	15.75	12.74	11.55	0.3750	20	32	1.88	20.75	10.50	20.75	2.00	3.00	1.75	4	60	8	5	16.75	24.75	0.438
45 to 55	21.00	17.99	16.80	0.4375	20	32	2.19	26.00	15.63	26.00	2.50	3.25	2.25	4	70	9	5	21.25	30.75	0.563

TABLE 4: Multisided Mast Arm Data

Nom. Mast Arm Span Length (ft)	Mast Arm Data						Mast Arm Flange Plate/Gusset Connection Data										
	Fixed End Base O.D. (in)	*Free End Top O.D. (in)	Wall Thk. (in)	Angle (Deg)	*Arm Length (ft)	Internal Bend Radius Min. (in)	Plate Width Min. (in)	Plate Height Min. (in)	Conn. Bolt Width Min. (in)	Conn. Bolt Height Min. (in)	Arm Plate Thk. (in)	Pole Plate Thk. (in)	Gusset Thk. (in)	Flange Bolt Qty	Flange Bolt Dia. (in)	Flange Bolt Length Min. (in)	Flange I.D. (in)
"S1"	"M1"	"M2"	"M3"	"M4"	"M5"	"M6"	"F1"	"F2"	"F3"	"F4"	"F5"	"F6"	"F7"	"F8"	"F9"	"F10"	"F11"
20	9.00	6.32	0.1875	2 Deg.	19.14	1.00	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00
25	10.00	6.62	0.1875	2 Deg.	24.15	1.00	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00
30	10.75	6.42	0.2500	2 Deg.	29.15	1.25	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00
35	11.75	6.72	0.2500	2 Deg.	34.15	1.25	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00
40	12.50	7.02	0.2500	2 Deg.	39.15	1.25	18.00	18.00	14.00	14.00	2.00	2.00	0.375	4.00	1.50	4.00	4.00
45	16.50	10.11	0.3125	2 Deg.	43.87	1.56	22.75	22.75	16.50	16.50	2.00	2.00	0.375	4.00	2.00	4.00	5.75
50	16.50	10.66	0.3750	2 Deg.	48.87	1.88	22.75	22.75	16.50	16.50	2.00	2.00	0.375	4.00	2.00	4.00	5.75
55	17.75	11.46	0.3750	2 Deg.	53.87	1.88	22.75	22.75	16.50	16.50	2.00	2.00	0.375	4.00	2.00	4.00	5.75

* Round values to the nearest 1/16". Actual mast arm length might be slightly different for dual mast arm poles.

General Notes

1. Designs conform to 2013 AASHTO Standard Specifications For Structural Supports For Highway Signs, Luminaires, and Traffic Signals and Interim Specifications. Designed for 3-second wind gust speed equal to 90 MPH with a 1.14 gust factor. A wind importance factor of 0.87 is applied to adjust the wind speed to a 50 year recurrence interval. Design moments listed in tables assume base of pole is less than 3' above natural ground level.
2. Fatigue importance Category II is used for fatigue design. Fatigue design loads applied include galloping, natural wind gust pressure range based on a yearly mean wind velocity of 11.2 MPH, and truck-gust pressure range based on a truck speed of 65 MPH.
3. Fabrication shall be in accordance with the specifications and with the details, dimensions, and weld procedures shown herein. Submit shop drawings for signal pole assemblies fabricated in accordance with the details, dimensions, and weld procedures shown herein for project records. Weld references call for pre-approved weld procedures which the fabricator must obtain prior to fabrication. Materials, fabrication tolerances, and shipping practices shall meet the requirements of these sheets and the specifications. In the absence of specified fabrication tolerances, dimensions shall be within the tolerances generally obtainable in normal fabrication practice.
4. Unless otherwise noted, all steel parts shall be galvanized in accordance with Section 724.06, "Galvanizing."
5. Steel poles shall be fabricated in accordance with Section 724, "Structural Steel." Longitudinal seam welds for pole sections shall have 60% minimum penetration. All welding shall be in accordance with the ANSI/AWS Structural Welding Code D1.1.
6. Two-section signal poles will not be permitted. Mast arms may be fabricated in two sections for lengths greater than 40 LF and field-assembled by the lap-joint method. The two sections shall telescope together with a lap length of not less than 1-1/2 times the shaft diameter at the lap joint. Ensure longitudinal seam welds that will be in contact at a slip joint splice are ground smooth for the length of splice plus a minimum of six inches.
7. Alternate material equal to or better than material specified may be substituted with the approval of the Engineer.
8. Lubricate and tighten anchor bolts, when erecting signal poles, in accordance with manufacturer's recommendations.

Approved By Bridge Engineer: *JL* Date: 9-14-11

Approved By Traffic Engineer: *Lyne* Date: 9/20/11

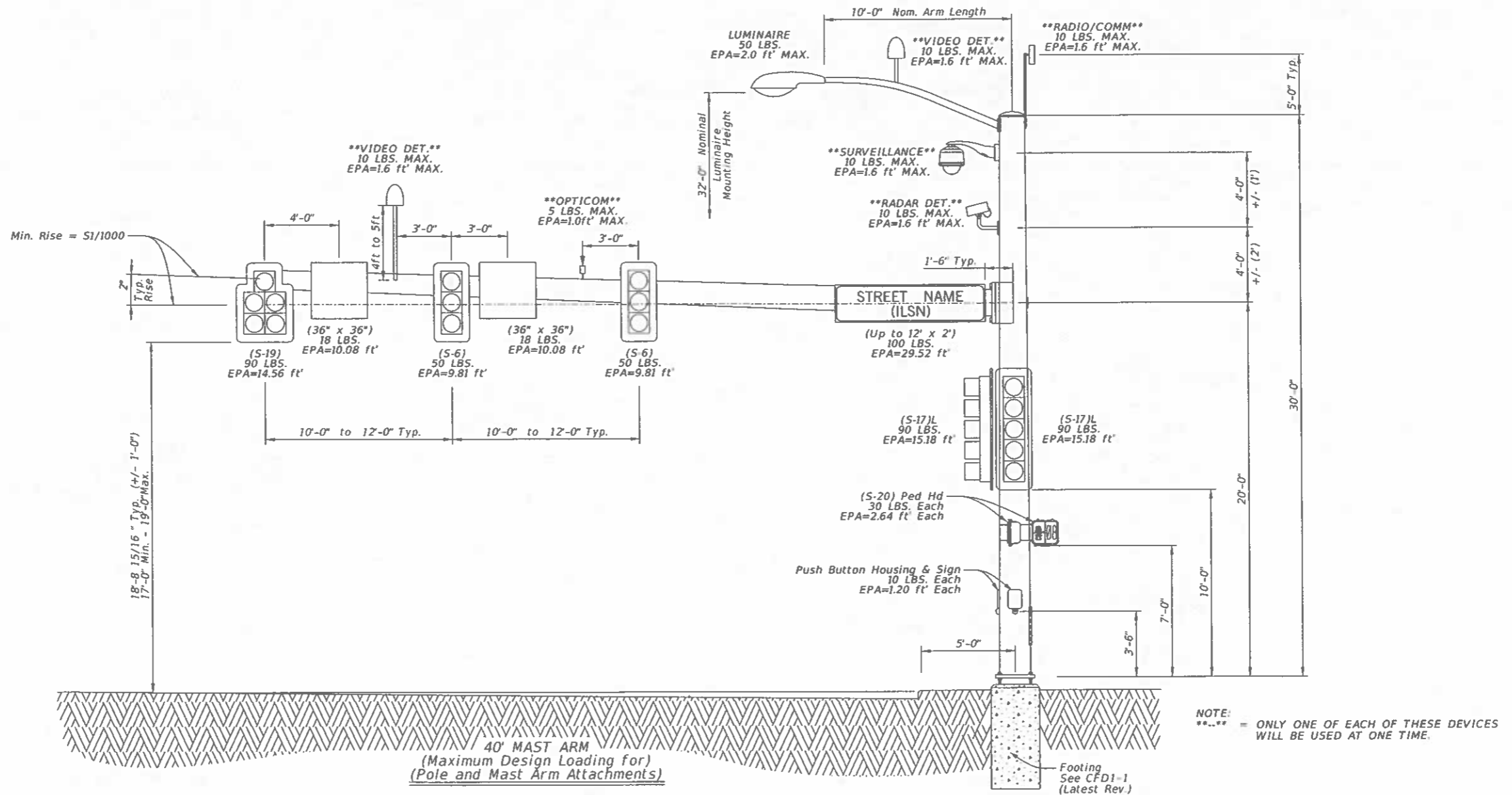
Traffic Standard

Traffic Signal Multisided Pole and Mast Arm Data

2009 Specifications

MPMAD1-1 01

T-215



NOTE: **...** = ONLY ONE OF EACH OF THESE DEVICES WILL BE USED AT ONE TIME.

Design Criteria Notes

- Reference the following signal pole standard sheets for more information:
 - Traffic Signal Support Structures Signal Pole and Mast Arm Details - PMAP1-1 (Latest Rev.)
 - Traffic Signal Support Structures Pole Assembly Details - MAD1-1 (Latest Rev.)
 - Traffic Signal Support Structures Mast Arm Assembly Details - MAD2-1 (Latest Rev.)
 - Traffic Signal Pole Fabrication and Installation Data - PFID1-1 (Latest Rev.)
 - Traffic Signal Pole Fabrication and Installation Data - PFID2-1 (Latest Rev.)
 - Traffic Signal Mast Arm Pole and Pedestal Pole Footing Details - CFD1-1 (Latest Rev.)
 - Traffic Signal Pole Wiring and Cable Termination Details - PWD1-1 (Latest Rev.)
- For mast arm assemblies up to 25 LF per arm, designed loads for various equipment are as follows:
 - Qty = 2 - 3-Section Signal Head w/ Backplate (50 LBS/EA and EPA = 9.81 sq. ft.)
 - Qty = 1 - 5-Section (Type S-19) Signal Head w/ Backplate (90 LBS/EA and EPA = 14.56 sq. ft.)
 - Qty = 2 - Pedestrian Signal Head - 1 Section (30 LBS/EA and EPA = 2.64 sq. ft.)
 - Qty = 2 - Push Button Housing (10 LBS/EA and EPA = 1.20 sq. ft.)
 - Qty = 1 - Luminaire (50 LBS/EA and EPA = 2.00 sq. ft.)
 - Qty = 2 - Typical Regulatory Sign (18 LBS/EA and EPA = 10.08 sq. ft.)
 - Qty = 1 - Typical Illuminated Street Name Signs (100 LBS/EA and EPA = 29.52 sq. ft.)
 - Qty = 1 - Opticom (5 LBS/EA and EPA = 1.0 sq. ft.) (if required)
 - Qty = 1 - Video (VIVDS) (10 LBS/EA and EPA = 1.60 sq. ft.)
 - Qty = 1 - Surveillance Camera (10 LBS/EA and EPA = 1.60 sq. ft.)
 - Qty = 1 - Radar Detector (10 LBS/EA and EPA = 1.60 sq. ft.)
- For mast arm assemblies between 30 and 40 LF per arm, maximum design loads accommodate up to the following equipment per assembly:
 - Qty = 2 - 3-Sect. Signal Head w/ Backplate (50 LBS/EA and EPA = 9.81 sq. ft.)
 - Qty = 1 - 5-Sect. (Type S-19) Signal Head w/ Backplate (90 LBS/EA and EPA = 14.56 sq. ft.)
 - Qty = 2 - 5-Sect. (Type S-17) Signal Head w/ Backplate (90 LBS/EA and EPA = 15.18 sq. ft.)
 - Qty = 2 - Pedestrian Signal Head - 1 Sect. (30 LBS/EA and EPA = 2.64 sq. ft.)
 - Qty = 2 - Push Button Housing (10 LBS/EA and EPA = 1.20 sq. ft.)
 - Qty = 1 - Luminaire (50 LBS/EA and EPA = 2.00 sq. ft.)
 - Qty = 2 - Typical Regulatory Sign (18 LBS/EA and EPA = 10.08 sq. ft.)
 - Qty = 1 - Typical Illuminated Street Name Signs (100 LBS/EA and EPA = 29.52 sq. ft.)
 - Qty = 1 - Opticom (5 LBS/EA and EPA = 1.0 sq. ft.) (if required)
 - Qty = 1 - Video (VIVDS) (10 LBS/EA and EPA = 1.60 sq. ft.)
 - Qty = 1 - Surveillance Camera (10 LBS/EA and EPA = 1.60 sq. ft.)
 - Qty = 1 - Radar Detector (10 LBS/EA and EPA = 1.60 sq. ft.)
- A 40' mast arm assembly configuration is shown above as an example.
- For a dual mast arm configuration, loading criteria identified herein also applies to the second mast arm.
- The typical mast arm rise is 2" from the nominal mast arm mounting height. The minimum rise per AASHTO is S1/1000.

Approved By: *[Signature]* Date: 3-24-16
 Bridge Engineer:

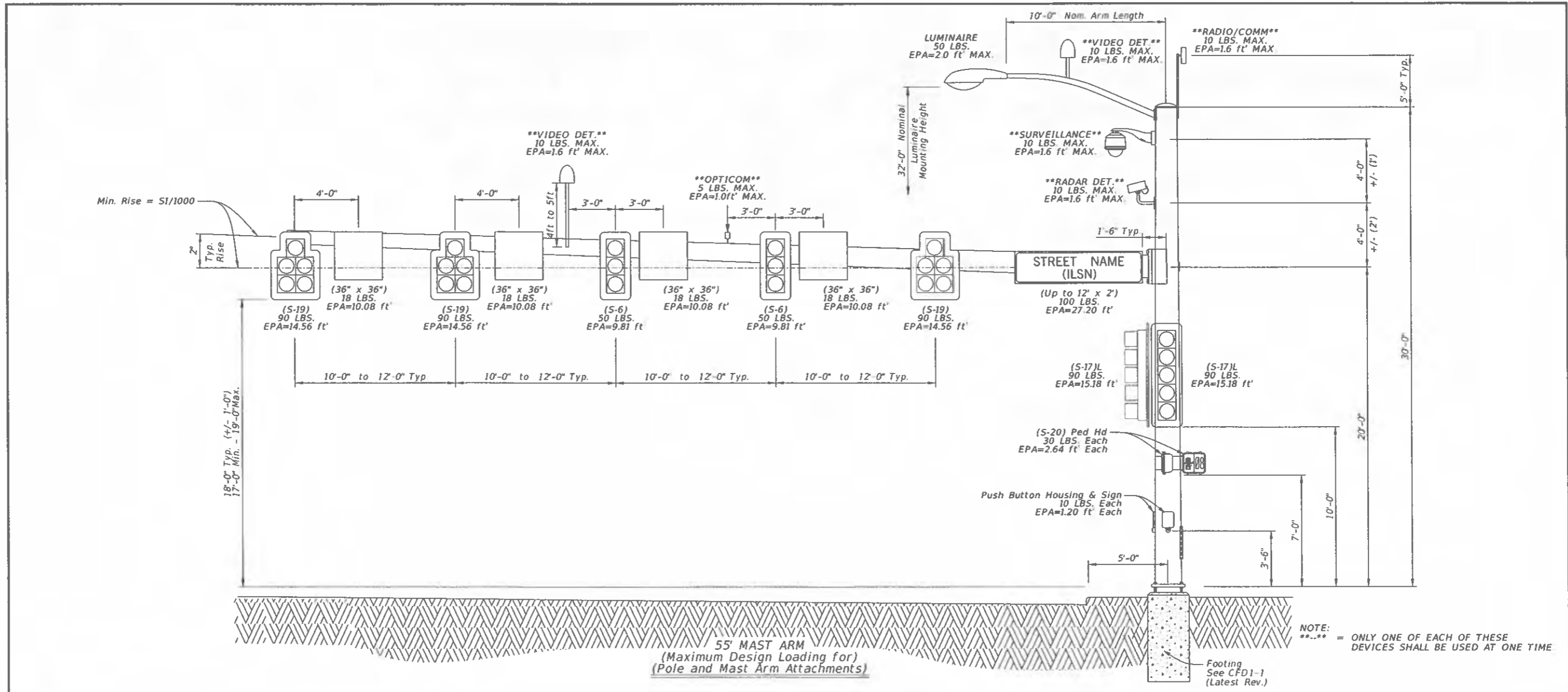
Approved By: *[Signature]* Date: 3/11/2016
 Traffic Engineer:

DOT

Traffic Standard
 Traffic Signal
 20 FT to 40 FT
 Maximum Design Loads

2009 Specifications

MDL1-1	00
T-216	



Design Criteria Notes

1. Reference the following signal pole standard sheets for more information:

- Traffic Signal Support Structures Signal Pole and Mast Arm Details - PMAP1-1 (Latest Rev.)
- Traffic Signal Support Structures Pole Assembly Details - MAD1-1 (Latest Rev.)
- Traffic Signal Support Structures Mast Arm Assembly Details - MAD2-1 (Latest Rev.)
- Traffic Signal Pole Fabrication and Installation Data - PFID1-1 (Latest Rev.)
- Traffic Signal Pole Fabrication and Installation Data - PFID2-1 (Latest Rev.)
- Traffic Signal Mast Arm Pole and Pedestal Pole Footing Details - CFD1-1 (Latest Rev.)
- Traffic Signal Pole Wiring and Cable Termination Details - PWD1-1 (Latest Rev.)

2. For mast arm assemblies at 45 and 50 LF per arm, maximum design loads accommodate up to the following equipment per assembly:

- Qty = 3 - 3-Section Signal Head w/ Backplate (50 LBS/EA and EPA = 9.81 sq. ft.)
- Qty = 1 - 5-Section (Type S-19) Signal Head w/ Backplate (90 LBS/EA and EPA = 14.56 sq. ft.)
- Qty = 2 - 5-Section (Type S-17) Signal Head w/ Backplate (90 LBS/EA and EPA = 15.18 sq. ft.)
- Qty = 2 - Pedestrian Signal Head - 1 Section (30 LBS/EA and EPA = 2.64 sq. ft.)
- Qty = 2 - Push Button Housing (10 LBS/EA and EPA = 1.20 sq. ft.)
- Qty = 1 - Luminaire (50 LBS/EA and EPA = 2.00 sq. ft.)
- Qty = 3 - Typical Regulatory Sign (18 LBS/EA and EPA = 10.08 sq. ft.)
- Qty = 1 - Typical Illuminated Street Name Signs (100 LBS/EA and EPA = 29.52 sq. ft.)
- Qty = 1 - Opticom (5 LBS/EA and EPA = 1.0 sq. ft.) (if required)
- Qty = 1 - Video (VIVDS) (10 LBS/EA and EPA = 1.60 sq. ft.)
- Qty = 1 - Surveillance Camera (10 LBS/EA and EPA = 1.60 sq. ft.)
- Qty = 1 - Radar Detector (10 LBS/EA and EPA = 1.60 sq. ft.)

3. For mast arm assemblies at 55 LF per arm, maximum design loads accommodate up to the following equipment per assembly:

- Qty = 3 - 3-Section Signal Head w/ Backplate (50 LBS/EA and EPA = 9.81 sq. ft.)
- Qty = 2 - 5-Section (Type S-19) Signal Head w/ Backplate (90 LBS/EA and EPA = 16.56 sq. ft.)
- Qty = 2 - 5-Section (Type S-17) Signal Head w/ Backplate (90 LBS/EA and EPA = 15.18 sq. ft.)
- Qty = 2 - Pedestrian Signal Head - 1 Section (30 LBS/EA and EPA = 2.64 sq. ft.)
- Qty = 2 - Push Button Housing (10 LBS/EA and EPA = 1.20 sq. ft.)
- Qty = 1 - Luminaire (50 LBS/EA and EPA = 2.00 sq. ft.)
- Qty = 4 - Typical Regulatory Sign (18 LBS/EA and EPA = 10.08 sq. ft.)
- Qty = 1 - Typical Illuminated Street Name Signs (100 LBS/EA and EPA = 29.52 sq. ft.)
- Qty = 1 - Opticom (5 LBS/EA and EPA = 1.0 sq. ft.) (if required)
- Qty = 1 - Video (VIVDS) (10 LBS/EA and EPA = 1.60 sq. ft.)
- Qty = 1 - Surveillance Camera (10 LBS/EA and EPA = 1.60 sq. ft.)
- Qty = 1 - Radar Detector (10 LBS/EA and EPA = 1.60 sq. ft.)

4. A 55' mast arm assembly configuration is shown above as an example.

5. For a dual mast arm configuration, loading criteria identified herein also applies to the second mast arm.

6. The typical mast arm rise is 2" from the nominal mast arm mounting height. The minimum rise per AASHTO is S1/1000.

Approved By
Bridge Engineer: *St. An.* Date: 3-24-16

Approved By
Traffic Engineer: *H. J. Shuck* Date: 3/14/2016

DOT

Traffic Standard
Traffic Signal
45 FT to 55 FT
Maximum Design Loads

2009 Specifications

MDL2-1 00
T-217

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: April 1, 2025
Subject: Approve Amendment No. 1 and Accept Roadway Improvements for G. O. Bond Proposition 1-H (Peniel from NW 25th to NW 30th)

BACKGROUND

On August 23, 2022, citizens of Bethany passed General Obligation Bond, Proposition 1, that included Proposition 1-H (Peniel from NW 25th to NW 30th).

On November 15, 2022, the City of Bethany entered into a contract for engineering and design services with TEIM Design. On July 16, 2024 the City Council awarded the construction contract to All Roads Paving, Inc. in the amount of \$329,177.74. Amendment No. 1 is a deduct amount of \$30,521.67 for the as built quantities for a final revised contract amount of \$298,656.07.

The work is now complete.

RECOMMENDATION

1. Approve Amendment No. 1 and Accept Roadway Improvements for G. O. Bond Proposition 1-H (Peniel from NW 25th to NW 30th)

ADDITIONAL COMMENTS

Accept maintenance bond. This project was funded from General Obligation Proposition 1 funds.





TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 21, 2025

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

Re: Pavement Improvement Project
G.O. Bond Proposition 1-H – N. Peniel Avenue from NW 25th to NW 30th Street
Amendment No. 1

Dear Ms. Gray:

I. AMENDMENT NO. 1 - SCOPE AND JUSTIFICATION

The scope of Amendment No. 1 is to reconcile bid quantities for the completion of work to close out the project. The project has been completed and this amendment is to adjust quantities based on field conditions for the completion of the project and results in a net cost deduction.

II. COST ESTIMATE

See Attachment A for the cost breakdown for the deduct Amendment No. 1.

Base Bid Amount:	\$329,177.74
Amendment 1 Amount:	<u>(\$30,521.67)</u>
Revised Contract Amount:	\$298,656.07

The above and foregoing is hereby accepted this 21st day of March 2025 and the undersigned agrees to perform the work as so indicated in this Amendment No. 1 with said adjustments in the contract sum.

All Roads Paving, Inc.

David S. Barnett
Name and Title President

The prices shown for the Amendment were established by competitive bidding in the original contract and not subject to the Oklahoma Competitive Bidding Act.



Robbie Williams, P.E.

City Attorney

APPROVED by Council of the City of Bethany this ____ day of _____, 2025.

ATTEST:

CITY CLERK

MAYOR

ATTACHMENT "A"

PAVEMENT IMPROVEMENT PROJECTS - PROP. 1-H - PENIEL AVE FROM NW 25TH TO NW 30TH STREET

PROP 1H - GENERAL PAY QUANTITIES - BASE BID				All Roads Paving, Inc	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
221(b) 2300	TEMPORARY SILT FENCE	LF	(1,519.00)	\$3.00	-\$4,557.00
221(C) 2400	TEMPORARY SEDIMENT FILTER	EA	(3.00)	\$650.00	-\$1,950.00
221(C) 2600	TEMPORARY SILT DIKE	LF	(147.00)	\$24.00	-\$3,528.00
230(A) 7200	SOLID SLAB SODDING	SY	(861.00)	\$4.80	-\$4,132.80
303(A) 1200	AGGREGATE BASE TYPE A	CY	(17.00)	\$85.00	-\$1,445.00
310(B) 5300	SUBGRADE METHOD B	SY	70.00	\$6.00	\$420.00
325 0100	SEPARATOR FABRIC	SY	70.00	\$1.20	\$84.00
407(B) 7300	TACK COAT	GAL	(9.00)	\$5.40	-\$48.60
411(B) 1330	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	(38.00)	\$165.00	-\$6,270.00
411(C) 1430	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	(3.93)	\$193.20	-\$759.28
414(A) 5200	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	234.00	\$23.40	\$5,475.60
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	38.00	\$182.40	\$6,931.20
510(C) 1440	SLOPE WALL (5")	SY	(100.00)	\$156.60	-\$15,660.00
609(A) 4270	CONC. CURB (8" BARRIER-INTEGRAL)	LF	41.00	\$17.00	\$697.00
619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	(948.00)	\$11.00	-\$10,428.00
619(C) 6600	SAWING PAVEMENT	LF	(1.00)	\$3.40	-\$3.40
880(B) 6300	CONSTRUCTION SIGNS 0 TO 6.25 SF	SD	-402.0	\$0.05	-\$20.10
880(B) 6310	CONSTRUCTION SIGNS 6.25 SF TO 15.99 SF	SD	324.0	\$2.20	\$712.80
880(C) 6410	CONSTRUCTION BARRICADES (TYPE III)	SD	1800.0	\$2.20	\$3,960.00

Amendment No. 1 Sub-Total	-\$30,521.58
Rounding Correction	-\$0.09
Amendment No. Total	-\$30,521.67
Original Contract Price	\$ 329,177.74
New Contract Price	\$ 298,656.07



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 21, 2025

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

Re: Pavement Improvement Project
G.O. Bond Proposition 1-H – N. Peniel Avenue from NW 25th to NW 30th Street

Dear Ms. Gray,

We have completed our final inspection and recommend the City accept the project and place the maintenance bond into effect.

Should you need anything else please let us know.

Respectfully Submitted,

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

Robbie Williams, PE

Attachment: Maintenance Bond

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, All Roads Paving, Inc., as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum of Three hundred twenty nine thousand one hundred seventy seven dollars and seventy four cents (\$329,177.74), 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 Forty nine thousand three hundred seventy six dollars and sixty six cents (\$49,376.66), 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 16th day of July, A.D., 2024.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between All Roads Paving, Inc. and the CITY OF BETHANY dated this 16th day of July, 2024, agreed to construct in the City of Bethany:

PAVEMENT IMPROVEMENT PROJECT

**G.O. BOND PROPOSITION 1-H (N. PENIEL AVE. FROM NW 25TH TO NW 30TH)
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.

All Roads Paving, Inc.

ATTEST:

Debra B. Yates
Secretary

By [Signature]
Principal



Granite Re, Inc.

ATTEST:

Bianna Tislow
Secretary Brianna Tislow, Witness

By [Signature]
Surety Becky Killman, Attorney-in-Fact



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

City Attorney

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: April 1, 2025
Subject: Approval of Construction Contract with SAC Services, Inc. for Oklahoma County ARPA funded 34th 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 34th 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.

Bids were opened March 7, 2025. City Staff and Engineers recommend award to SAC Services, Inc. in the amount of \$78,111.00.

RECOMMENDATION

- 1. Approval of Construction Contract with SAC Services, Inc. for the Oklahoma County ARPA funded 34th Street Healthy Living and Active Community Project in the amount of \$78,111.00.



ADDITIONAL COMMENTS

This project is funded with County American Rescue Plan Act funding and no match is required.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

March 24, 2025

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

Re: Healthy Living and Active Community Project

Dear Ms. Gray,

Attached for your review and disposition please find the BID Tabulation for the above-mentioned project. The bids were received, March 7, 2025. All the bids were tabulated from the detailed bid forms as follows:

SAC Services Inc.	\$78,111.00
Brewer Construction Oklahoma	\$103,439.00
Terra Construction	\$148,107.00
Engineer's Estimate	\$99,480.00

Therefore, we recommend the award of the contract to SAC Services, Inc. for the total bid price in the amount of \$78,111.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'RW', written over a white background.

Robbie Williams, PE

Attachment: Contract, Bonds, and Insurance Certificate
Bid Tab

CONSTRUCTION CONTRACT

This Contract is made and entered into on the 1st day of April, 2025, by and between the City of Bethany, an Oklahoma Municipal Corporation, hereinafter called "City," and SAC Services Inc., 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:

Seventy eight thousand one hundred eleven and 00/100 Dollars (\$78,111.00).

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:

SAC Services Inc.
3600 S Ross Avenue
Oklahoma City, OK 73119

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: _____

SAC Services Inc.,
Contractor

a(n) Inc.



Signature
Arturo Martinez

Printed Name
President

Title

ATTEST:

Saira M.
Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of Oklahoma)

Arturo Martinez, 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.

Arturo Martinez
Signature
Arturo Martinez / President
Printed Name/Title

Subscribed and sworn to before me this 24th day of March, 2024.

(SEAL)

Paty Martinez
Notary Public



My Commission Expires: 06/30/25
My Commission Number: 090054224

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, SAC Services Inc., 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 Seventy eight thousand one hundred eleven dollars and zero cents (\$78,111.00) 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 1st day of April, 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:

**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 1st day of April, 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, SAC Services Inc. 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.

SAC Services Inc.

ATTEST:

Saira M.
Secretary

By [Signature]
Principal



Great American Insurance Company

ATTEST:

[Signature]
Secretary Witness

By [Signature]
Surety Wendy Hollen - Attorney-in-Fact

Approved as to form this ____ day of _____, A.D., 20__.

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, SAC Services Inc., as Principal, and Great American Insurance Company, as Surety, are held and firmly bound unto the STATE OF OKLAHOMA in the sum of Seventy eight thousand one hundred eleven dollars and zero cents (\$78,111.00), 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 1st day of April, A.D., 2025.

The conditions of this obligation are such, that whereas, the above Bonded Principal SAC Services Inc. 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 1st day of April, 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: Saira M. Secretary
SAC Services Inc.
By [Signature] Principal

ATTEST: [Signature] Secretary
Great American Insurance Company
By [Signature] Surety Wendy Hollen - Attorney-in-Fact
Witness

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, SAC Services Inc., 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 Seventy eight thousand one hundred eleven dollars and zero cents (\$78,111.00), 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 Eleven thousand seven hundred sixteen dollars and sixty five cents (\$11,716.65), 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 1st day of April, A.D., 2025.

The conditions of this obligation are such, that whereas, said Principal, has a certain contract between SAC Services Inc. and the CITY OF BETHANY dated this 1st day of April, 2025, 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.

SAC Services Inc.

ATTEST:

Saira M.
Secretary

By [Signature]
Principal

Great American Insurance Company

ATTEST:

[Signature]
~~Secretary~~ Witness

By [Signature]
Surety Wendy Hollen - Attorney-in-Fact

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 **Eight**

No. 0 22566

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
Susanne Cusimano	John Rogers	All of	All
Wendy Hollen	Mike Shannon	Oklahoma City, Oklahoma	\$100,000,000
Cody Michael McNeill	Lisa Sherman		
W.M. McNeill	Kyle D. Reser		

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 **22nd** day of **October**, 2024



Atty L. C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss: On this **22nd** day of **October**, 2024, 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. BERAHIA, 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 **1st** day of **April 2025**



Atty L. C. B.

Assistant Secretary

BID TABULATION - 03-07-2025
CITY OF BETHANY - HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT

Summary of Pay Quantities				ENGINEER ESTIMATE		SAC Services		Brewer Construction		Terra Construction	
Item Number	Title	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	AUDIO-VIDEO RECORDING PRE- AND POST CONSTRUCTION	1.00	LSUM	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$2,250.00	\$2,250.00	\$2,230.00	\$2,230.00
2	SEDIMENT AND EROSION CONTROL	1.00	LSUM	\$1,000.00	\$1,000.00	\$1,870.00	\$1,870.00	\$1,759.00	\$1,759.00	\$7,677.00	\$7,677.00
3	FURNISH AND INSTALL (5/8 INCH) WATER METER IN EXISTING METER CAN	11.00	EA	\$1,300.00	\$14,300.00	\$1,167.00	\$12,837.00	\$730.00	\$8,030.00	\$990.00	\$10,890.00
4	NEW METER LID	11.00	EA	\$150.00	\$1,650.00	\$250.00	\$2,750.00	\$104.00	\$1,144.00	\$310.00	\$3,410.00
5	REMOVE AND REPLACE DRIVEWAY	177.00	SY	\$135.00	\$23,895.00	\$110.00	\$19,470.00	\$225.00	\$39,825.00	\$224.00	\$39,648.00
6	SIDEWALK (5FT)	196.00	SY	\$200.00	\$39,200.00	\$71.50	\$14,014.00	\$144.00	\$28,224.00	\$185.00	\$36,260.00
7	FURNISH AND INSTALL CONCRETE STAIRS	1.00	LSUM	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$5,750.00	\$5,750.00	\$9,288.00	\$9,288.00
8	SOLID SLAB SODDING	450.00	SY	\$6.00	\$2,700.00	\$6.00	\$2,700.00	\$8.00	\$3,600.00	\$40.60	\$18,270.00
9	CONSTRUCTION STAKING (CONSTRUCTION SURVEY)	1.00	LSUM	\$5,000.00	\$5,000.00	\$5,100.00	\$5,100.00	\$1,566.00	\$1,566.00	\$8,050.00	\$8,050.00
10	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	1.00	LSUM	\$3,500.00	\$3,500.00	\$4,370.00	\$4,370.00	\$6,265.00	\$6,265.00	\$6,192.00	\$6,192.00
11	MOBILIZATION	1.00	LSUM	\$4,735.00	\$4,735.00	\$12,500.00	\$12,500.00	\$5,026.00	\$5,026.00	\$6,192.00	\$6,192.00
				Total Bid Price:	\$99,480.00		\$78,111.00		\$103,439.00		\$148,107.00

CITY OF BETHANY

From: Elizabeth Gray, City Manager
Date: March 26, 2025
Subject: Axon Officer Safety Program

BACKGROUND

The current Bethany Police Department Taser Program contract is expiring, and the units are needing to be replaced and updated. This proposal wraps the Axon products used by the police department into one contract that runs for 5 years. The contract includes tasers and body cameras, as well as software, licensing, and storage of data.

This is the quote that combines and upgrades our Axon equipment. We have received credit for the unexpired body camera contract, added 2 body cameras, moves us to unlimited storage, and provides 33 new Taser 7 units. This contract would carry us through June of 2030. Contract is attached for the city to enter into the payment plan.

This is a 60-month contract totaling \$345,245.15, and the payments are as follows:

July 2025 - \$0.00
July 2026 - \$86,311.29
July 2027 - \$86,311.29
July 2028 - \$86,311.29
July 2029 - \$86,311.29

RECOMMENDATION

1. Approve contract contingent upon budget approval.



ADDITIONAL COMMENTS

Contingent upon FY26 Budget approval. No costs will be incurred until FY27. A total Cost savings of at least \$108,972.65 will be realized over the course of this contractual period. Contract will not be signed until budget approved.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-671848-45733.899TC

Issued: 03/17/2025

Quote Expiration: 05/31/2025

Estimated Contract Start Date: 08/01/2025

Account Number: 107324

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Bethany Police Dept. - OK 6714 NW 36th St Bethany, OK 73008-3311 USA	Bethany Police Dept. - OK PO Box 1340 Bethany OK 73008-1340 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Travis Cole Phone: (480) 463-2200 Email: tcole@axon.com Fax: 480-463-2200	Chad Meek Phone: (405) 789-2323 Email: cmeek@bethanypd.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$345,245.15
ESTIMATED TOTAL W/ TAX	\$345,245.15

Discount Summary

Average Savings Per Year	\$52,416.57
TOTAL SAVINGS	\$262,082.85

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$0.00	\$0.00	\$0.00
Jul 2026	\$86,311.28	\$0.00	\$86,311.28
Jul 2027	\$86,311.29	\$0.00	\$86,311.29
Jul 2028	\$86,311.29	\$0.00	\$86,311.29
Jul 2029	\$86,311.29	\$0.00	\$86,311.29
Total	\$345,245.15	\$0.00	\$345,245.15

Quote Unbundled Price: \$607,328.00
 Quote List Price: \$531,519.20
 Quote Subtotal: \$345,245.15

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$27,496.36)	(\$27,496.36)	\$0.00	(\$27,496.36)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$20,352.89)	(\$20,352.89)	\$0.00	(\$20,352.89)
M00025	BUNDLE - OFFICER SAFETY PLAN 7	33	60	\$260.37	\$222.07	\$184.58	\$365,468.40	\$0.00	\$365,468.40
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	60	\$12.19	\$12.40	\$12.40	\$1,488.00	\$0.00	\$1,488.00
A la Carte Hardware									
H00001	AB4 Camera Bundle	33			\$1,798.00	\$81.73	\$2,697.00	\$0.00	\$2,697.00
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00003	AB4 1-Bay Dock Bundle	2			\$229.00	\$229.00	\$458.00	\$0.00	\$458.00
A la Carte Software									
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	60		\$10.85	\$10.85	\$21,483.00	\$0.00	\$21,483.00
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
Total							\$345,245.15	\$0.00	\$345,245.15

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	2	1	07/01/2025
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	2	1	07/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	07/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	07/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30	1	07/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	37	1	07/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	37	1	07/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	37	1	07/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	07/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	07/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	100591	AXON TASER - CLEANING KIT	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	33	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	33	1	07/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 7	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	20018	TASER BATTERY PACK, TACTICAL	39	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	31	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	2	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	165	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	165	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	66	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	66	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	33	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	33	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	66	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	74200	TASER 6-BAY DOCK AND CORE	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/01/2025
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	66	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	66	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	66	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	66	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	66	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	66	1	07/01/2027
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	2	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7	73309	AXON BODY - TAP REFRESH 1 - CAMERA	34	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	66	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	66	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	66	1	07/01/2029
BUNDLE - OFFICER SAFETY PLAN 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	66	1	07/01/2029
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	2	1	07/01/2030
BUNDLE - OFFICER SAFETY PLAN 7	73310	AXON BODY - TAP REFRESH 2 - CAMERA	34	1	07/01/2030
BUNDLE - OFFICER SAFETY PLAN 7	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	07/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7	101180	AXON TASER - DATA SCIENCE PROGRAM	33	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	20248	AXON TASER - EVIDENCE.COM LICENSE	33	08/01/2025	07/31/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	73447	AXON FUSUS - LICENSE - PLUS USER	33	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	33	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	73638	AXON STANDARDS - LICENSE	33	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	330	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	33	08/01/2025	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	33	08/01/2025	07/31/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	08/01/2025	07/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 7	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	33
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	39	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	1	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	33	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	80464	AXON BODY - TAP WARRANTY - CAMERA	33	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	80464	AXON BODY - TAP WARRANTY - CAMERA	1	07/01/2026	07/31/2030
BUNDLE - OFFICER SAFETY PLAN 7	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	07/01/2026	07/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	6714 NW 36th St	Bethany	OK	73008-3311	USA

Payment Details

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$2,615.01	\$0.00	\$2,615.01
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$182.59	\$0.00	\$182.59
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$181.12	\$0.00	\$181.12
Year 1	H00001	AB4 Camera Bundle	33	\$328.29	\$0.00	\$328.29
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1	H00003	AB4 1-Bay Dock Bundle	2	\$55.75	\$0.00	\$55.75
Year 1	M00025	BUNDLE - OFFICER SAFETY PLAN 7	33	\$44,486.49	\$0.00	\$44,486.49
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$20,352.89)	\$0.00	(\$20,352.89)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$27,496.36)	\$0.00	(\$27,496.36)
Total				\$0.00	\$0.00	\$0.00

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00025	BUNDLE - OFFICER SAFETY PLAN 7	33	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$4,717.00	\$0.00	\$4,717.00
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$329.35	\$0.00	\$329.35
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$326.72	\$0.00	\$326.72
Year 2	H00001	AB4 Camera Bundle	33	\$592.18	\$0.00	\$592.18
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	H00003	AB4 1-Bay Dock Bundle	2	\$100.56	\$0.00	\$100.56
Year 2	M00025	BUNDLE - OFFICER SAFETY PLAN 7	33	\$80,245.47	\$0.00	\$80,245.47
Total				\$86,311.28	\$0.00	\$86,311.28

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$4,717.00	\$0.00	\$4,717.00
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$329.35	\$0.00	\$329.35
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$326.72	\$0.00	\$326.72
Year 3	H00001	AB4 Camera Bundle	33	\$592.18	\$0.00	\$592.18
Year 3	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	H00003	AB4 1-Bay Dock Bundle	2	\$100.56	\$0.00	\$100.56
Year 3	M00025	BUNDLE - OFFICER SAFETY PLAN 7	33	\$80,245.48	\$0.00	\$80,245.48
Total				\$86,311.29	\$0.00	\$86,311.29

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$4,717.00	\$0.00	\$4,717.00
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$329.35	\$0.00	\$329.35
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$326.72	\$0.00	\$326.72
Year 4	H00001	AB4 Camera Bundle	33	\$592.18	\$0.00	\$592.18
Year 4	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	H00003	AB4 1-Bay Dock Bundle	2	\$100.56	\$0.00	\$100.56
Year 4	M00025	BUNDLE - OFFICER SAFETY PLAN 7	33	\$80,245.48	\$0.00	\$80,245.48
Total				\$86,311.29	\$0.00	\$86,311.29

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	33	\$4,717.00	\$0.00	\$4,717.00
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$329.35	\$0.00	\$329.35
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$326.72	\$0.00	\$326.72
Year 5	H00001	AB4 Camera Bundle	33	\$592.18	\$0.00	\$592.18
Year 5	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 5	H00003	AB4 1-Bay Dock Bundle	2	\$100.56	\$0.00	\$100.56
Year 5	M00025	BUNDLE - OFFICER SAFETY PLAN 7	33	\$80,245.48	\$0.00	\$80,245.48
Total				\$86,311.29	\$0.00	\$86,311.29

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-360375

Agency is terminating those contracts effective 8/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$47,849.25

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

3/17/2025

Date Signed



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Title: Master Services and Purchasing Agreement between Axon and Customer

Department: Legal

Version: 22

Release Date: 8/2/2024

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



Master Services and Purchasing Agreement for Customer

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Customer

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assigns an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

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- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
- d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Services as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
18. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.



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19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer’s deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Customer’s in-house instructors who can support Customer’s Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer’s deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)



<ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
<p>TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW</p>
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Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

- 8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

- 9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

- 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



TASER Device Appendix

This TASER Device Appendix applies to Customer’s TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer’s warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. Termination. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer’s TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of



termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.
 - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
 - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. **With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.



Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.



FUSUS APPENDIX

- 1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon’s Evidence.com may not be accessible or transferable to the FUSUS cloud services.
- 2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

- 3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service (“Third-Party Components”) are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
- 4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer’s use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer’s organization without the Customer’s expressed written consent.



Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

<p>Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Customer's Axon Evidence account Connecting Customer to "Early Access" programs for new devices</p>
<p>Account Maintenance Conducting on-site training on new features and devices for Customer leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status</p>
<p>Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Customer's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed</p>
<p>Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment</p>
<p>Customer Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Customer feature requests and major bugs</p>

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer’s leadership**
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**
Conducting weekly conference calls to cover **current issues and program status**
Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices
Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**
Comparing an **Customer's Axon usage and trends to peers to establish best practices**
Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**
Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks’ notice before utilizing any vacation days.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

- License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
- Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
- Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
- Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
- Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
- Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
- Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
- Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
- U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement for Customer

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

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5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
 6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
 7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
 8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
 9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
 10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
 11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
 12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
 13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
 14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

- 21. Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- 22. My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon (“Axon Event”), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer’s understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon’s provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer’s local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer’s compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations



Axon Training Pod

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.

NOTICE: On Thursday, March 13, 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 PUBLIC WORKS AUTHORITY MEETING

BETHANY CITY HALL

TUESDAY, MARCH 18, 2025

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Burt Falkner	Trustee
	Ken Smart	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Chandra Ford	Trustee
	Kathy Larsen	Trustee
	Dale German	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 7:17 P.M.

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

- A. APPROVAL OF MINUTES FROM THE MARCH 4, 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.**
- C. PUBLIC IMPROVEMENT-ROUTINE ITEM: ACCEPTANCE OF 25' EASEMENT LOCATED AT 6400 NW 31ST TER.**

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

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1714, A RESOLUTION TO APPLY FOR 2026 COMMUNITY PROJECT FUNDING THROUGH CONGRESSWOMAN STEPHANIE BICE’S OFFICE FOR THE NW 50TH AND MCMILLAN LIFT STATION REHABILITATION AND UPGRADE PROJECT AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Trustee Magirowsky, seconded by Vice-Chairman Plank to approve Resolution No. 1714. Yes votes: Magirowsky, Smart, German, Plank, Sandoval, Ford, Larsen, Falkner, Powell. No votes: None. Motion approved.

ITEM NO. 3 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL DECLARING THE PROPERTY LOCATED AT 6400 NW 31ST TERRACE SURPLUS, ISSUING PUBLIC NOTICE, AND ALLOW STAFF TO ENGAGE WITH A REALTOR, BROKER, OR AUCTION SERVICE TO SALE THE PROPERTY AT A MINIMUM SALE VALUE OF \$41,000.00. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Trustee Larsen, seconded by Trustee Ford to approve declaring the property located at 6400 NW 31st Terrace surplus, issuing public notice, and allow staff to engage with a realtor, broker, or auction service to sale the property at a minimum sale value of \$41,000.00. Yes votes: Magirowsky, Smart, German, Plank, Sandoval, Ford, Larsen, Falkner, Powell. No votes: None. Motion approved.

ITEM NO. 4 on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS “MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA”)**.

None

ITEM NO. 5 on the agenda was **ADJOURN UNTIL APRIL 1, 2025.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 7:19 P.M. until April 1, 2025.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: March 27, 2024
Subject: Claims list for the 04/01/2025 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 95,417.31
TOTAL	\$ 95,417.31

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 234,095.07
Bethany Public Works Authority	\$ 95,417.31
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 329,512.38

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02.0		FINANCE				
25-53059	10-005321	AMAZON CAPITAL SERVICES,	INKNEE PADS METE READERS	3/2025	4536260	19.98
25-51290	10-005702	TPS TECHNICAL PROGRAMMING	WATER BILL PRINTING SVC	3/2025	120347	2,377.47
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	553.54
DEPARTMENT TOTAL:						2,950.99
DEPARTMENT: 08.1		PUBLIC WORKS - ADMIN				
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	220.20
25-52947	10-3042	ACCURATE ENVIRONMENTAL	ODEQ REQUIRED TESTING	3/2025	HC13102	816.00
DEPARTMENT TOTAL:						1,036.20
DEPARTMENT: 08.3		PUBLIC WORKS - SANIT				
25-53044	10-005321	AMAZON CAPITAL SERVICES,	INTAPE,COPY PAPER,PENS,BAGS	3/2025	8405027	97.66
25-53080	10-005321	AMAZON CAPITAL SERVICES,	INPHONE CORD&GLOVES	3/2025	9061064	34.69
25-53105	10-005350	FORCE PERSONNEL	TEMP HELP	3/2025	81645	1,762.95
25-53051	10-005373	CARD SERVICES/P1	GREEN TAG	3/2025	80936729480	186.27
25-51421	10-006081	CH&W COMMERCIAL TIRE, LLC	60 SANITATION RECAPS	3/2025	3-GS66631	1,788.50
25-53026	10-0225	GENUINE PARTS	CABIN FILTER & AIR FILTER	3/2025	082719	132.92
25-52894	10-0812	J & R EQUIPMENT LLC	REPAIR UNIT #95	3/2025	01WW6546	5,054.11
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	5,227.42
25-52966	10-1118	FLEETPRIDE	REPAIRBRAKES	3/2025	OC20113256	862.75
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKETFORFUELING	3/2025	16968	512.33
25-53050	10-3081	PREMIER TRUCK/ATC FREIGHT	LID&POSSIBLEREPAIRUNIT#99	3/2025	20502120	4,203.34
DEPARTMENT TOTAL:						19,862.94
DEPARTMENT: 08.4		PUBLIC WORKS - MAINT				
25-53047	10-005756	OVERHEAD DOOR	FLEET GARAGE DOORS	3/2025	0310754-IN	291.25
25-53029	10-0225	GENUINE PARTS	BATTERY JUMP BOX	3/2025	082724	69.99
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	127.47
DEPARTMENT TOTAL:						488.71

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.0 UTILITY - WATER PLANT						
25-53111	10-004996	GOODYEAR COMMERCIAL TIRE & 4 TIRES UNIT #55&22-001		3/2025	255-1031269	242.32
25-53044	10-005321	AMAZON CAPITAL SERVICES, INTAPE,COPYPAPER,PENS,BAGS		3/2025	8405027	46.99
25-53106	10-005321	AMAZON CAPITAL SERVICES, INNO TRESPASSING SIGNS		3/2025	8067463	25.82
25-52989	10-006235	WATER TECH	9000#SOFALUMINUMSILFATE	3/2025	157607	2,900.00
25-53164	10-006235	WATER TECH	9000# OF ALIMINUM SULFATE	3/2025	156588	2,970.00
25-53165	10-006235	WATER TECH	7,200 AQUA AMMONIA	3/2025	156558	3,384.00
25-53082	10-0883	LOCKE SUPPLY CO.	FUSES FOR WTP	3/2025	54990133-00	111.88
25-51529	10-1063	OG&E	MNTHLY SVC	3/2025	20250306	14,961.09
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURANCLIAILITY INS.		3/2025	20250401	2,241.61
25-53068	10-1622	WESTLAKE ACE HARDWARE	UTLTYKNIF,CAULK,BOLTS,WAS	3/2025	3504722	67.69
25-53025	10-2123	HOME DEPOT CREDIT SVCS	RAKE	3/2025	011158/1420955	19.98
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKETFORFUELING	3/2025	16968	113.86
25-52530	10-3042	ACCURATE ENVIRONMENTAL	JANUARY ODEQ TESTING/WTP	3/2025	HC07011	1,000.00
25-52947	10-3042	ACCURATE ENVIRONMENTAL	ODEQ REQUIRED TESTING	3/2025	HC05067	700.00
25-52950	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	3/2025	CD74867	9,851.62
25-53096	10-3919	MISSISSIPPI LIME	25 TONS OF LIME	3/2025	CD78544	9,851.62
DEPARTMENT TOTAL:						48,488.48

DEPARTMENT: 12.1 UTILITY - WATER LINE						
25-53044	10-005321	AMAZON CAPITAL SERVICES, INTAPE,COPYPAPER,PENS,BAGS		3/2025	8405027	27.98
25-53026	10-0225	GENUINE PARTS	CABIN FILTER & AIR FILTER	3/2025	082719	70.00
25-53027	10-0609	BOBCAT OF OKLAHOMA CITY	TIE DOWN CHAINS	3/2025	P13737	630.24
25-52515	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	WATER LEAK REPAIRS	3/2025	0383823-IN	940.00
25-52971	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	GATE VALVES	3/2025	0383826-IN	1,245.00
25-53010	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	CLAMPS	3/2025	0383824	1,115.00
25-53070	10-1066	OKLAHOMA CONTRACTOR'S SUPPL	REPAIR CLAIM	3/2025	0383825-IN	95.00
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURANCLIAILITY INS.		3/2025	20250401	2,244.30
25-53114	10-1509	TOM'S SPEEDY LOCK & KEY	SERREKEY UTILITIES	3/2025	70510	62.50
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKETFORFUELING	3/2025	16968	341.57
25-53011	10-2557	CORE & MAIN LP	METER LIDS	3/2025	W588921	1,625.00
25-53028	10-2660	ODEQ WATER QUALITY DIV	TEMP WATER/WASTEWATER	3/2025	TOC 4508830	62.00
25-51284	10-4090	AT&T MOBILITY	METER READER/ ON CALL	3/2025	x03192025	267.32
DEPARTMENT TOTAL:						8,725.91

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.2 UTILITY - SEWER						
25-53067	10-004725	RUCKER ELECTRIC INCORPORATE	SHANNON LIFT DOWN	3/2025	014854	593.10
25-51521	10-005156	COX COMMUNICATIONS INC.	MONTHLY PHONES, INTERNET	3/2025	MAR-APR 2	559.05
25-53044	10-005321	AMAZON CAPITAL SERVICES,	INTAPE, COPY PAPER, PENS, BAGS	3/2025	8405027	28.68
25-52355	10-005900	TEIM DESIGN GROUP, PLLC	30TH/WILBURN SEWER LINE	3/2025	13177	903.25
25-53026	10-0225	GENUINE PARTS	CABIN FILTER & AIR FILTER	3/2025	082719	69.99
25-51529	10-1063	OG&E	MNTHLY SVC	3/2025	20250306	2,419.25
25-53115	10-1085	OKLAHOMA MUNICIPAL ASSURAN	LIABILITY INS.	3/2025	20250401	3,107.12
25-53114	10-1509	TOM'S SPEEDY LOCK & KEY	SERREKEY UTILITIES	3/2025	70510	62.50
25-53159	10-2305	HOIDALE CO INC	SPILLBUCKET FOR FUELING	3/2025	16968	56.93
25-53028	10-2660	ODEQ WATER QUALITY DIV	TEMP WATER/WASTEWATER	3/2025	TOC 4508830	62.00
25-53062	10-2828	UNITED RENTALS (NORTH AMERI	50TH/MICMILLIAN LIFT DOWN	3/2025	245637305-001	2,614.50
25-53110	10-2828	UNITED RENTALS (NORTH AMERI	6IN PUMP FOR 50TH MCMILLA	3/2025	245363082-001	3,335.85
25-51284	10-4090	AT&T MOBILITY	METER READER/ ON CALL	3/2025	x03192025	51.86
DEPARTMENT TOTAL:						13,864.08
FUND TOTAL:						95,417.31
GRAND TOTAL:						329,512.38

NOTICE: On Thursday, March 13, 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 HOSPITAL TRUST MEETING

BETHANY CITY HALL

TUESDAY, MARCH 18, 2025

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Ken Smart	Trustee
	Burt Falkner	Trustee
	Dale German	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Chandra Ford	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 7:19 P.M.

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

- A. APPROVAL OF MINUTES FROM MARCH 4, 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 Smart, seconded by Trustee Ford to approve the Consent Docket as presented. Yes votes: Larsen, Smart, German, Plank, Falkner, Magirowsky, Sandoval, Ford, 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 APRIL 1, 2025**.

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 7:20 P.M. until April 1, 2025.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: March 27, 2024
Subject: Claims list for the 04/01/2025 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ -
TOTAL	\$ -

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 234,095.07
Bethany Public Works Authority	\$ 95,417.31
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 329,512.38

RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday, March 13, 2025, at or before 4:59 p.m., the agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, MARCH 18, 2025

6:30 P.M.

MEMBERS PRESENT:	Amanda Sandoval	Chairman
	Peter Plank	Vice-Chairman
	Ken Smart	Trustee
	Burt Falkner	Trustee
	Dale German	Trustee
	Brian Magirowsky	Trustee
	Chris Powell	Trustee
	Chandra Ford	Trustee
	Kathy Larsen	Trustee
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Michael Vaughn	City Clerk/Treasurer
	Lesa LaMar	Deputy City Clerk
	(See Roster)	

Chairman Sandoval called the Bethany Development Authority meeting to order at 7:20 P.M.

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

- A. APPROVAL OF MINUTES FROM MARCH 4, 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 Larsen, seconded by Trustee Smart to approve the Consent Docket as presented. Yes votes: Smart, Sandoval,

German, Plank, Falkner, Magirowsky, Ford, 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 APRIL 1, 2025**.

Chairman Sandoval adjourned the Bethany Development Authority meeting at 7:20 P.M. until April 1, 2025.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: March 27, 2024
Subject: Claims list for the 04/01/2025 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

FUND	AMOUNT
Bethany Development Authority	\$ -
TOTAL	\$ -

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 234,095.07
Bethany Public Works Authority	\$ 95,417.31
Bethany Hospital Trust	\$ -
Bethany Development Authority	\$ -
TOTAL	\$ 329,512.38

RECOMMENDATION

1. Approve claims as presented.

