
On Wednesday, December 31, 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.

AGENDA

BETHANY CITY COUNCIL

TUESDAY, JANUARY 6, 2026
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 December 16, 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. Approval of Records Retention Policy sections erroneously left out of policy approved on 11/18/2025.
 - D. Acknowledge receipt of City Council Handbook for annual review, and approval thereof.
4. Presentation and update from Oklahoma Natural Gas Representative Jaclyne Pyle Gray.

5. 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.)*
6. Wellfield Improvements update by TEIM Design.
7. 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")*.
8. City Attorney's Report
9. City Manager's Report
 - A. Budget Schedule
10. Mayor and Council Members Comments and Suggestions.
11. Adjourn until January 20, 2026.

BETHANY PUBLIC WORKS AUTHORITY

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2. Consideration and possible approval of specifications for Water Treatment Plant Lime Sludge Extraction, Hauling, and Disposal and authorize staff to solicit bids. *(Elizabeth Gray, City Manager)*
3. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda")*.
4. Adjourn until January 20, 2026.

BETHANY HOSPITAL TRUST

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3. Adjourn until January 20, 2026.

BETHANY DEVELOPMENT AUTHORITY

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

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3. Adjourn until January 20, 2026.

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, December 11, 2025, at or before 4:59 p.m., agenda was posted at 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 necessary accommodation.

BETHANY CITY COUNCIL MEETING

BETHANY CITY HALL

DECEMBER 16, 2025

6:30 P.M.

- | | | |
|-------------------------|--|---|
| MEMBERS PRESENT: | Amanda Sandoval Chris Powell Aja Triana Chandra Ford Kathy Larsen Brian Magirowsky Burt Falkner Ken Smart | Mayor Council Member Council Member Council Member Council Member Council Member Council Member Council Member |
| MEMBERS ABSENT: | Peter Plank | Vice-Mayor |
| OTHERS PRESENT: | Elizabeth Gray Ray Jones Michael Vaughn Lesa LaMar Steve Manek Brett Crecelius (See Roster) | City Manager City Attorney City Clerk/Treasurer Deputy City Clerk TEIM Design Engineer Community Dev. Director |

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 on the agenda was **CONSENT DOCKET:**

- A. APPROVAL OF MINUTES FROM THE DECEMBER 2, 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. APPROVAL OF BUDGET AMENDMENT 26-13.**

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

ITEM NO. 4 on the agenda was **PUBLIC HEARING ITEM: CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2085, AN ORDINANCE AMENDING THE ZONING ORDINANCES, MAP, AND COMPREHENSIVE PLAN OF THE CITY OF BETHANY, OKLAHOMA, BY INCLUDING IN C-G, COMMERCIAL GENERAL, THE PROPERTY LOCATED AT 3312 N. COUNCIL ROAD FROM R-1 (SINGLE FAMILY RESIDENTIAL) IN BETHANY, OKLAHOMA COUNTY, OKLAHOMA AS MORE PARTICULARLY DESCRIBED HEREINAFTER. (RAY JONES, CITY ATTORNEY)**

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

City Manager Gray informed the council members that Planning and Zoning had a split vote.

- B. PUBLIC COMMENTS.**

David Bingham- 3309 N. Elm Place
Scott Erwin- 3401 N. Elm Place
Kaitlyn Turner- 525 NW 11th- with Box Law Firm on behalf of the applicant.

- C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2085, ON READING BY TITLE ONLY.**

This project is intended to be an office development with minimal traffic. The ordinance prompted a lot of discussion.

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to not approve Ordinance No. 2085 (C), on Reading by Title only and Ordinance No. 2085 (D) Section 1. Yes votes: Ford, Smart, Powell, Triana Sandoval, Falkner, Magirowsky, Larsen. No votes: None. Motion approved.

- D. MOTION TO APPROVE SECTION 1 OF ORDINANCE NO. 2085.**

This item was approved with Item 4 (C).

ITEM NO. 5 on the agenda was **PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLIC COMMENT SHALL GIVE THEIR NAME, PRIOR TO THE START OF THE MEETING. (PER CHAPTER 30 OF THE BETHANY CODE OF ORDINANCES, THERE IS A FIVE-MINUTE LIMIT, AND NO ACTION OR DISCUSSION SHALL TAKE PLACE. ALL REMARKS SHALL BE ADDRESSED TO THE COUNCIL AS A BODY, AND NOT TO ANY MEMBER THEREOF.)**

None.

ITEM NO. 6 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2086, AN ORDINANCE AMENDING SECTION 150.096 (C) (1) TO THE BETHANY CODE OF ORDINANCES TO CHANGE AMOUNT OF INSURANCE REQUIREMENTS. (RAY JONES, CITY ATTORNEY)**

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.

Attorney Ray Jones explained to the council that Section 150.096 (C) (1) required One Hundred Million Dollars (\$100,000,000) of insurance to be acquired for personal injury, property damage, and general liability. This was an apparent scrivener's error in the drafting of the Title XV revamp. In general, the industry standard for small businesses is One Million Dollars (\$1,000,000).

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2086, ON READING BY TITLE ONLY.

A motion was made by Council Member Magirowsky, seconded by Council Member Triana to approve Ordinance No. 2086 (B) and (C) of Ordinance No. 2086. Yes votes: Smart, Falkner, Triana, Powell, Larsen, Magirowsky, Sandoval, Larsen. No votes: None. Motion approved.

C. MOTION TO APPROVE SECTIONS 1-3 OF ORDINANCE NO. 2086.

This item was approved with Item 6 (B).

ITEM NO. 7 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 4 TO THE CONSTRUCTION CONTRACT FOR THE ARPA WELL-FIELD REHABILITATION AND IMPROVEMENTS PROJECT IN THE AMOUNT OF \$74,750.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

City Manager Gray reported the scope of Change Order No. 4 is to add the rehabilitation of Well House #2 including replacing internal piping, structural repairs to the well-house slab and door.

A motion was made by Council Member Larsen, seconded by Council Member Falkner to approve Change Order #4. Yes votes: Sandoval, Smart, Falkner, Powell, Larsen, Ford, Triana, Magirowsky. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF BREWER CONSTRUCTION OKLAHOMA, LLC INVOICE NO. 4 IN THE AMOUNT OF \$48,648.60 FOR ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Falkner, seconded by Council Member Larsen to approve Invoice No. 4 to Brewer Construction Oklahoma, LLC in the amount of \$48,648.60. Yes votes: Magirowsky, Falkner, Sandoval, Powell, Larsen, Smart, Triana, Ford. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 2 AND CHANGE ORDER NO. 1 TO CONSTRUCTION CONTRACT WITH URBAN CONTRACTORS, LLC FOR PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS FOR AMERICAN RESCUE PLAN ACT GRANT IN THE AMOUNT OF \$9,585.10 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 Falkner, seconded by Council Member Magirowsky to approve Amendment No. 2 and Change Order No. 1 to Construction Contract with Urban Contractors, LLC for Peniel Avenue Sanitary Sewer Lift Station and Pipe Bursting Improvements for American Rescue Plan Act Grant in the amount of \$9,585.10. Yes votes: Magirowsky, Falkner, Sandoval, Powell, Larsen, Smart, Triana, Ford. No votes: None. Motion approved.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 2 AND AMENDMENT NO. 2 TO THE CONSTRUCTION CONTRACT WITH BREWER CONSTRUCTION OKLAHOMA, LLC FOR ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE PROJECT IN THE DEDUCT AMOUNT OF \$1,530.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Powell, seconded by Council Member Ford to approve Change Order No. 2 and Amendment No. 2 to the Construction Contract with Brewer Construction Oklahoma, LLC for ODOC Community Development Block Grant Waterline Project in the deduct amount of \$1,530.00. Yes votes: Magirowsky, Falkner, Sandoval, Powell, Larsen, Smart, Triana, Ford. No votes: None. Motion approved.

ITEM NO. 11 on the agenda was **DISCUSSION AND POSSIBLE ACTION ON TOWERPOINT LETTER OF INTENT TO ACQUIRE RIGHTS TO LEASES AT WATER TOWER. (RAY JONES, CITY ATTORNEY)**

This item generated a lot of discussion.

A motion was made by Council Member Smart, seconded by Council Member Powell to continue to negotiate the contract. Yes votes: Larsen, Ford, Sandoval, Triana, Falkner, Magirowsky, Smart, Powell. No votes: None. Motion approved.

ITEM NO. 12 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. 13 on the agenda was the **CITY ATTORNEY’S REPORT**.

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

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

Finance Director Vaughn presented the monthly financial report.

City Manager Gray reported on City Projects and upcoming events of the city and surrounding areas.

ITEM NO. 15 on the agenda was **COUNCIL MEMBERS’ ANNOUNCEMENTS, COMMENTS, AND PROPOSALS**.

Each council member was given the opportunity to comment.

ITEM NO. 16 on the agenda was **ADJOURN UNTIL JANUARY 6, 2026**.

Mayor Sandoval adjourned the Bethany City Council meeting at 7:44 P.M. until January 6, 2026.

CITYCLERK

MAYOR

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: December 31, 2025
Subject: Claims list for the 01/06/2026 City Council Meeting

GENERAL OPERATIONS FUND

| FUND | AMOUNT |
|--------------------------|---------------------|
| General Operations Fund | \$ 80,389.20 |
| Public Safety Fund | \$ 103.12 |
| Capital Improvement Fund | \$ - |
| Federal Grant Fund | \$ - |
| 2022A GO Bond | \$ - |
| Municipal Court Fund | \$ - |
| Cemetery Fund | \$ - |
| TOTAL | \$ 80,492.32 |

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

| FUND | AMOUNT |
|--------------------------------|----------------------|
| General Operations Fund | \$ 80,492.32 |
| Bethany Public Works Authority | \$ 161,988.21 |
| Bethany Hospital Trust | \$ - |
| Bethany Development Authority | \$ - |
| TOTAL | \$ 242,480.53 |

RECOMMENDATION

1. Approve claims as presented.



| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|-----------------------------|-----------|-----------------------------|-----------------------------|---------|----------------|----------|
| DEPARTMENT: 01.0 MANAGEMENT | | | | | | |
| 26-54311 | 10-005084 | JAN-PRO CLEANING SYSTEMS | CITY HALL CLEANING | 12/2025 | INV263104 | 813.00 |
| 26-55469 | 10-005321 | AMAZON CAPITAL SERVICES, | INPAPER, TONER, TAPE | 12/2025 | 5078644 | 253.63 |
| 26-55568 | 10-005321 | AMAZON CAPITAL SERVICES, | IN1099'S, TONER, URINAL MAT | 12/2025 | 1996227 | 22.98 |
| 26-55394 | 10-006205 | GRAFTEC COMMUNICATIONS INC. | BUSINESS CARDS | 12/2025 | 49491- | 45.00 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 12/2025 | 20260112 | 684.09 |
| 26-55498 | 10-1530 | THE TRIBUNE | PUBLISH ORD/RES | 12/2025 | 20251212 | 60.00 |
| 26-54328 | 10-3196 | IMAGENET CONSULTING, LLC | PRINTER UPSTAIRS/DOWN | 12/2025 | INV1481559 | 221.41 |
| 26-55461 | 10-3196 | IMAGENET CONSULTING, LLC | WINDOWS 10 SUPPORT | 12/2025 | INV1487977 | 1,525.00 |
| 26-55560 | 10-3331 | RUCKER MECHANICAL | HEAT UNIT #3 SVC | 12/2025 | I-82382-1 | 387.50 |
| DEPARTMENT TOTAL: | | | | | | 4,012.61 |
| DEPARTMENT: 02.0 FINANCE | | | | | | |
| 26-55568 | 10-005321 | AMAZON CAPITAL SERVICES, | IN1099'S, TONER, URINAL MAT | 12/2025 | 1996227 | 66.12 |
| 26-54231 | 10-1749 | RK BLACK INC. | SHARP PRINTER | 12/2025 | IN1303549 | 5.00 |
| DEPARTMENT TOTAL: | | | | | | 71.12 |
| DEPARTMENT: 03.0 COURT | | | | | | |
| 26-55439 | 10-004622 | OMCCA | VIRTUAL TRAINING | 12/2025 | 6644 | 35.00 |
| 26-55384 | 10-005321 | AMAZON CAPITAL SERVICES, | INCUPS, PAPER TWL, BATT ETC | 12/2025 | 1DTD-WT4P-7LFV | 383.05 |
| 26-55556 | 10-005321 | AMAZON CAPITAL SERVICES, | INROBE, INK, POWER BNK | 12/2025 | 2565858 | 256.11 |
| 26-54283 | 10-006123 | CHRISTOPHER T. STEIN | CITY PROSECUTOR | 12/2025 | 202512- | 852.50 |
| 26-54284 | 10-006144 | ROBERT BLACK, PLLC | CITY PROSECUTOR | 12/2025 | 202512 | 1,292.50 |
| 26-54982 | 10-006282 | INDRA I. CARRILLO | DEC INTERPRETER | 12/2025 | 12-25 | 270.00 |
| 26-54100 | 10-0465 | OK DEPT OF PUBLIC SAFETY | NOV 2025 OLETS | 12/2025 | 1et-021336 | 80.00 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 12/2025 | 20260112 | 166.33 |
| 26-54086 | 10-1749 | RK BLACK INC. | NOV 2025 COPIER MAINT | 12/2025 | IN1303548 | 32.31 |
| 26-55246 | 10-3331 | RUCKER MECHANICAL | COURT HEATER CHECK | 12/2025 | I-80228-1 | 300.00 |
| DEPARTMENT TOTAL: | | | | | | 3,667.80 |
| DEPARTMENT: 05.0 POLICE | | | | | | |
| 26-54346 | 10-004660 | MOTHER NATURE'S INC. | PD Monthly Maint | 12/2025 | 1582536 | 60.00 |
| 26-54401 | 10-004912 | DIGI GROUP | MONTHLY USAGE FEES | 12/2025 | IN36074 | 129.65 |
| 26-55512 | 10-005321 | AMAZON CAPITAL SERVICES, | INTABLET HUB PORTS | 12/2025 | 3343410 | 39.88 |
| 26-55525 | 10-005373 | CARD SERVICES/P1 | MEMBERSHIP FEES | 12/2025 | 24140 | 125.00 |
| 26-55526 | 10-005373 | CARD SERVICES/P1 | FBINAA MEMBERSHIP | 12/2025 | 472821 | 140.00 |
| 26-54802 | 10-005442 | CELLEBRITE INC. | INSEYETS UFED | 12/2025 | INVUS291221 | 8,360.00 |
| 26-54323 | 10-005634 | INNOVATIVE SECURITY OF OKLA | Monthly Monitoring Fee | 12/2025 | 764451 | 22.95 |
| 26-54730 | 10-005850 | ABC CLINIC | SPAY AND NEUTER MONTHLY | 12/2025 | 0063 | 2,090.00 |
| 26-55565 | 10-005941 | DATAMARS, INC. | MICROCHIPS | 12/2025 | 959866 | 709.84 |
| 26-54034 | 10-006044 | HOUSE OF MODS LLC | Fleet Repairs | 12/2025 | 5974 | 837.70 |
| 26-55294 | 10-0225 | GENUINE PARTS | BLOWER MOTOR RESISTER, | 12/2025 | 104966 | 64.79 |
| 26-55569 | 10-0225 | GENUINE PARTS | BATTERY | 12/2025 | 105023 | 196.71 |
| 26-54566 | 10-0465 | OK DEPT OF PUBLIC SAFETY | OLETS ACCESS MONTHLY | 12/2025 | LET-021245 | 549.00 |
| 26-55524 | 10-0610 | GALLS LLC | LIGHTS FOR ACO TRUCK | 12/2025 | 31166195-1 | 294.94 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 12/2025 | 20251212 | 24.40 |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|--------------------------------|-----------|-----------------------------|--------------------------|---------|------------------|-----------|
| DEPARTMENT: 05.0 POLICE | | | | | | |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 12/2025 | 20260112 | 388.11 |
| 26-55513 | 10-1771 | ADVENTURE OUT | EM LIGHT INSTALL ACO TRK | 12/2025 | 555879 | 630.00 |
| 26-55451 | 10-1922 | ADAMS WINDOW TINTING LLC | TINT DET UNIT | 12/2025 | 13317 | 398.00 |
| 26-54349 | 10-2442 | SUMNERONE, INC. | 3 Copier Lease & Usage | 12/2025 | 4470478 | 21.96 |
| 26-55589 | 10-3415 | SPECIAL-OPS UNIFORMS, INC. | UNIFORM PANT | 12/2025 | 362476 | 99.99 |
| 26-54132 | 10-4090 | AT&T MOBILITY | Monthly Billing | 12/2025 | 11192025- | 1,451.60 |
| 26-54467 | 10-4090 | AT&T MOBILITY | MONTHLY ETHERNET | 12/2025 | 5470799019 | 1,051.40 |
| DEPARTMENT TOTAL: | | | | | | 17,685.92 |
| DEPARTMENT: 06.0 FIRE | | | | | | |
| 26-55363 | 10-004408 | BOUND TREE MEDICAL | MEDICAL SUPPLIES | 12/2025 | 85997806 | 465.60 |
| 26-55566 | 10-005373 | CARD SERVICES/P1 | REPAIRS TO RANGE | 12/2025 | 3-016523 | 265.43 |
| 26-54453 | 10-005510 | SAMARITAN EMS | AMBULANCE SVC | 12/2025 | 7289 | 17,989.75 |
| 26-54720 | 10-005939 | YOUR HEALTH & WELLNESS | PENSION PHYSICAL | 12/2025 | 1241 | 500.00 |
| 26-55604 | 10-005939 | YOUR HEALTH & WELLNESS | PENSION PHYSICAL | 12/2025 | 1325 | 500.00 |
| 26-55605 | 10-006052 | LARRISON ELECTRICAL SERVICE | GENERATOR SERVICE | 12/2025 | Z-6974 | 604.00 |
| 26-55586 | 10-1 | BRIAN SHATTLE | BOOT REIMBURSEMENT | 12/2025 | 20251215 | 140.00 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 12/2025 | 20251212 | 211.12 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 12/2025 | 20260112 | 731.76 |
| 26-55614 | 10-1118 | FLEETPRIDE | EMERGENCY REPAIRS TO L-1 | 12/2025 | OC20115185 | 4,541.65 |
| 26-55620 | 10-1132 | OKLAHOMA STATE DEPARTMENT | OEMRA RENEWAL | 12/2025 | 2026 LICENSE 193 | 20.00 |
| 26-55607 | 10-1165 | CONRAD FIRE EQUIPMENT | REPAIRS TO ENGINE-2 | 12/2025 | 588784 | 301.20 |
| 26-55508 | 10-2207 | BROOKS INDUSTRIES | REPLACE ICE MAKER | 12/2025 | 1114204-IN | 4,640.00 |
| 26-55072 | 10-3262 | NAFECO | PITOT TUBE | 12/2025 | 1374073 | 115.78 |
| 26-54467 | 10-4090 | AT&T MOBILITY | MONTHLY ETHERNET | 12/2025 | 5470799019 | 1,051.41 |
| DEPARTMENT TOTAL: | | | | | | 32,077.70 |
| DEPARTMENT: 07.0 COMMUNITY DEV | | | | | | |
| 26-55592 | 10-1 | RAQUELYNNE DIAZ | RAQUELYNNE MILEAGE | 12/2025 | 20251218 | 128.79 |
| 26-54231 | 10-1749 | RK BLACK INC. | SHARP PRINTER | 12/2025 | IN1303549 | 20.00 |
| 26-54328 | 10-3196 | IMAGENET CONSULTING, LLC | PRINTER UPSTAIRS/DOWN | 12/2025 | INV1481559 | 154.54 |
| DEPARTMENT TOTAL: | | | | | | 303.33 |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|---|-----------|---------------------------|---------------------------|---------|----------------|-----------|
| DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN | | | | | | |
| 26-55564 | 10-005321 | AMAZON CAPITAL SERVICES, | INSUPPLIES MULTI DEPTS | 12/2025 | 6886645 | 4.86 |
| 26-55611 | 10-005321 | AMAZON CAPITAL SERVICES, | INBATTERY BACK UP | 12/2025 | 9879413 | 41.32 |
| 26-55543 | 10-005350 | FORCE PERSONNEL | TEMP FOR PW | 12/2025 | 85696 | 144.90 |
| 26-54704 | 10-006257 | BH SECURITY, LLC | SECURITY CAMERAS FOR PW | 12/2025 | 259858390 | 54.98 |
| 26-55307 | 10-1276 | RON'S SPORTS WORLD INC | ADMIN POLO'S | 12/2025 | 26-55307 | 75.00 |
| 26-54005 | 10-2442 | SUMNERONE, INC. | MONTHLYCOPIERMAINTENANCE | 12/2025 | 4478037 | 42.82 |
| DEPARTMENT TOTAL: | | | | | | 363.88 |
| DEPARTMENT: 08.2 PUBLIC WORKS - STREETS | | | | | | |
| 26-55564 | 10-005321 | AMAZON CAPITAL SERVICES, | INSUPPLIES MULTI DEPTS | 12/2025 | 6886645 | 4.86 |
| 26-54386 | 10-005396 | METRO FORD OF OKC | DX&POSSIBLEREPAIRUNIT#64 | 12/2025 | 327131 | 150.00 |
| 26-55258 | 10-006011 | RAMOS PAINT CONTRACTORS | PAINT FOR OVERHEAD DOOR | 12/2025 | 55258 | 350.00 |
| 26-55601 | 10-006081 | CH&W COMMERCIAL TIRE, LLC | TIRE REPAIR | 12/2025 | 3-70601 | 331.50 |
| 26-54704 | 10-006257 | BH SECURITY, LLC | SECURITY CAMERAS FOR PW | 12/2025 | 259858390 | 152.93 |
| 26-54803 | 10-0694 | HASKELL LEMON CONST CO | 3 TONS ASHALT | 12/2025 | 16428 | 212.80 |
| 26-55145 | 10-0694 | HASKELL LEMON CONST CO | ASPHALT | 12/2025 | 17762 | 278.40 |
| 26-55487 | 10-0694 | HASKELL LEMON CONST CO | 2 TONS ASPHALT | 12/2025 | 18490 | 118.40 |
| 26-55574 | 10-0694 | HASKELL LEMON CONST CO | ASPHALT | 12/2025 | 18660 | 208.80 |
| 26-54689 | 10-1063 | OG&E | MONTHLY SVC | 12/2025 | 20251212- | 15,248.92 |
| 26-55518 | 10-1329 | SCHWARZ (BORAL) READY MIX | 2 YARDS OF CONCRETE | 12/2025 | 346150 | 346.00 |
| 26-55495 | 10-4163 | PRECISION FLUID POWER INC | UNIT 63 | 12/2025 | 109188 | 861.00 |
| DEPARTMENT TOTAL: | | | | | | 18,263.61 |
| DEPARTMENT: 08.4 PUBLIC WORKS - MAINT | | | | | | |
| 26-55533 | 10-2895 | CHAPPELL SUPPLY | SERVICE CALL POWER WASHER | 12/2025 | 4545S-IN | 259.25 |
| DEPARTMENT TOTAL: | | | | | | 259.25 |
| DEPARTMENT: 08.5 PUBLIC WORKS - PARKS | | | | | | |
| 26-55564 | 10-005321 | AMAZON CAPITAL SERVICES, | INSUPPLIES MULTI DEPTS | 12/2025 | 6886645 | 194.85 |
| 26-55570 | 10-006243 | DOG WASTE DEPOT | DOG LINERS & BAGS | 12/2025 | 795349 | 738.12 |
| 26-54704 | 10-006257 | BH SECURITY, LLC | SECURITY CAMERAS FOR PW | 12/2025 | 259858390 | 54.96 |
| 26-55553 | 10-0225 | GENUINE PARTS | UNIT 50 BATTERY | 12/2025 | 104720 | 196.70 |
| 26-55602 | 10-0225 | GENUINE PARTS | JUMP STARTER | 12/2025 | 105459 | 150.00 |
| 26-55581 | 10-0324 | CENTRAL POWER EQUIP. INC | OIL | 12/2025 | 366718 | 177.99 |
| 26-55492 | 10-0668 | HAYES ELECTRIC | GARRISON PARK | 12/2025 | 84797 | 400.00 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 12/2025 | 20251212 | 510.56 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 12/2025 | 20260112 | 37.37 |
| 26-55575 | 10-1622 | WESTLAKE ACE HARDWARE | EXT CORDS | 12/2025 | 3505283 | 13.77 |
| 26-55584 | 10-1622 | WESTLAKE ACE HARDWARE | BATTERY CHARGER AND SAW | 12/2025 | 3505290 | 209.10 |
| 26-55551 | 10-2123 | HOME DEPOT CREDIT SVCS | CONCRETE | 12/2025 | 012515/5023212 | 44.90 |
| 26-55562 | 10-2123 | HOME DEPOT CREDIT SVCS | SUPPLIES FOR REPAIR PARKS | 12/2025 | 016646/1023535 | 455.66 |
| 26-54977 | 10-4179 | BUDGET FLAG & BANNER | CRANE ELPARK FLAG | 12/2025 | 32316 | 500.00 |
| DEPARTMENT TOTAL: | | | | | | 3,683.98 |
| FUND TOTAL: | | | | | | 80,389.20 |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|------------------|-----------|------------------|---------------------|---------|-------------------|--------|
| DEPARTMENT: 99.0 | | NON-DEPARTMENTAL | | | | |
| 26-55619 | 10-005373 | CARD SERVICES/P1 | DINNER SUPPLIES | 12/2025 | 20251212 | 103.12 |
| | | | | | DEPARTMENT TOTAL: | 103.12 |
| | | | | | FUND TOTAL: | 103.12 |

BETHANY CITY COUNCIL

From: Elizabeth Gray
Date: December 31, 2025
Subject: Consideration And Possible Approval Of Records Retention Policy

BACKGROUND

The Bethany City Council approved a Records Retention Policy on 11/18/2025. A page was accidentally omitted from that policy that was presented for approval. Staff is now requesting approval from the city council to correct this omission. The added sections are highlighted and inserted on pages 12 and 13. See attachment.

RECOMMENDATION

1. Approve inserted sections of Records Retention Policy as presented.

ADDITIONAL COMMENTS

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

| Description | Department | Retention Time | Retention Citation |
|---|------------------------------------|---|--|
| Deeds – Original deeds providing evidence of City ownership of property. | City Clerk | Permanent | 11 O.S. §22-131(B) |
| Deferred Compensation Plans – Any deferred compensation plan under §457 of the IRS Code approved by Council | City Clerk / Human Resources | Permanent | 11 O.S. §22-131(B) |
| Departmental Memorandums –Informational memorandums to Departments and Department Heads. | All Departments | 1 year | 11 O.S. §22-131(B) |
| Deposit Records – Records of the daily transactions showing deposits of all accounts of funds by banks. | Finance / Municipal Court | 5 years (if bond proceeds, life of bond plus 3 years) | 11 O.S. §22-31(A)(3); IRS Bond Compliance Regulations §6001-1(a); IRS Code §6001 |
| Deposit Slips (Police) – includes supporting documentation, alarm permits, and records. | Police / City Clerk | 5 years | 11 O.S. §22-131(A)(3) |
| Depreciation Schedule Electronic Report – The schedule which documents the useful life of City-owned equipment and property, including acquisition data and cost. They are used for capital equipment budgeting and for other financial planning and control purposes. Includes assets until fully depreciated or disposed of. | Finance | 1 year after fully depreciated, replaced or disposed of (if bond proceeds, life of bond plus 3 years) | 11 O.S. §22-131(B); IRS Bond Compliance Regulations §6001-1(a); IRS Code §6001 |
| Digital Recordings of Meetings or Proceedings (Boards, Commissions, Committees) | City Clerk / Community Development | 2 years | 11 O.S. §22-131(B) |
| Disability Files for Management Employees | Human Resources | 2 years from last payment | 11 O.S. §22-131(B) |
| Docket Book – Civil Lawsuits | City Attorney | 2 years | 11 O.S. §22-131(B) |
| Docket (Municipal Court) | Municipal Court | 5 years | 11 O.S. §22-131 (A)(3) |
| Drug and Alcohol Testing CONFIDENTIAL | Human Resources | Duration of employment plus 30 years | 49 O.S. § 40.333; 11 O.S. §22-131(B) |
| E-mail/Text – A message or electronic file sent or received by a public official or employee using an e-mail account. | All Departments | May be deleted at end of day created or received unless required to be kept or for longer period due to topic (e.g. financial record, etc.) | 11 O.S. §22-131(B) |

| Description | Department | Retention Time | Retention Citation |
|---|-----------------------|---|--|
| Easements, Public Rights-of-Way | City Clerk | Permanent | 11 O.S. §22-131(B); IRS Bond Compliance Regulations §6001- 1(a); IRS Code §6001 |
| EEOC –Equal Employment Opportunity Commission complaint files. CONFIDENTIAL | Human Resources | 1 year after litigation is terminated | 11 O.S. §22-131(B) |
| EEOP (Equal Employment Opportunity Plan) – A plan documenting the City’s compliance with the statutes and regulatory requirements. | Human Resources | 3 years or until superseded | 11 O.S. §22-131(B) |
| EEO-4 (Form 164) – Biennial report of employment data by race, sex, job category and pay. CONFIDENTIAL | Human Resources | 3 years | 29 C.F.R. §§1602.30, 1602.31; Title VII, §709(c) |
| Election Expense Statement | City Clerk | 5 years | 11 O.S. §22-131(A)(3) |
| Election Files (Council and Charter Election) – Includes copy of ballot, proclamations, resolutions, certificate of results, tabulation and certificates of returns. | City Clerk | Permanent (Historic) | 11 O.S. §22-31(A)(3); 11 O.S. §22-131(B) |
| Election Files (GO Bonds and Tax Levy) – Issues approved by the voters. | City Clerk | Permanent | 11 O.S. §22-131(B) |
| Electrical Code Inspection/Enforcement (City-owned Property) – Includes inspection reports by City Inspectors on City-owned property. | Community Development | 5 years | 11 O.S. §22-131(A)(3) |
| Electronic Timekeeping System Records – Electronic timekeeping system. PARTIALLY CONFIDENTIAL 51 O.S. §24A.7 | All Departments | Permanent | 11 O.S. §22-131(B) |
| Electronic Funds Transfer Form – Used for electronic transfer of money. | Finance | 1 year after vendor number becomes inactive | 11 O.S. §22-131(B) |
| Emergency Operations Plan – Plan adopted pursuant to Stafford Act which provides framework for handling major emergencies, disaster, or catastrophic events. | City Clerk / Fire | Until superseded | 11 O.S. §22-131(B) |
| Employee Benefit Election Files and Medical Records. CONFIDENTIAL | Human Resources | Duration of benefit plan plus 3 years | 11 O.S. §22-131(B) |

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: December 31, 2025
Subject: Annual City Council Handbook Review

BACKGROUND

The City Council Handbook was last updated on January 7, 2025. Section A (e.) under Best Practices states that the council handbook and code of conduct found therein should be reviewed and approved annually by the City Council.

Each council member has been provided with a hard copy of the handbook in their council binder and it may be found online for council members to review.

RECOMMENDATION

1. As develops during meetings.

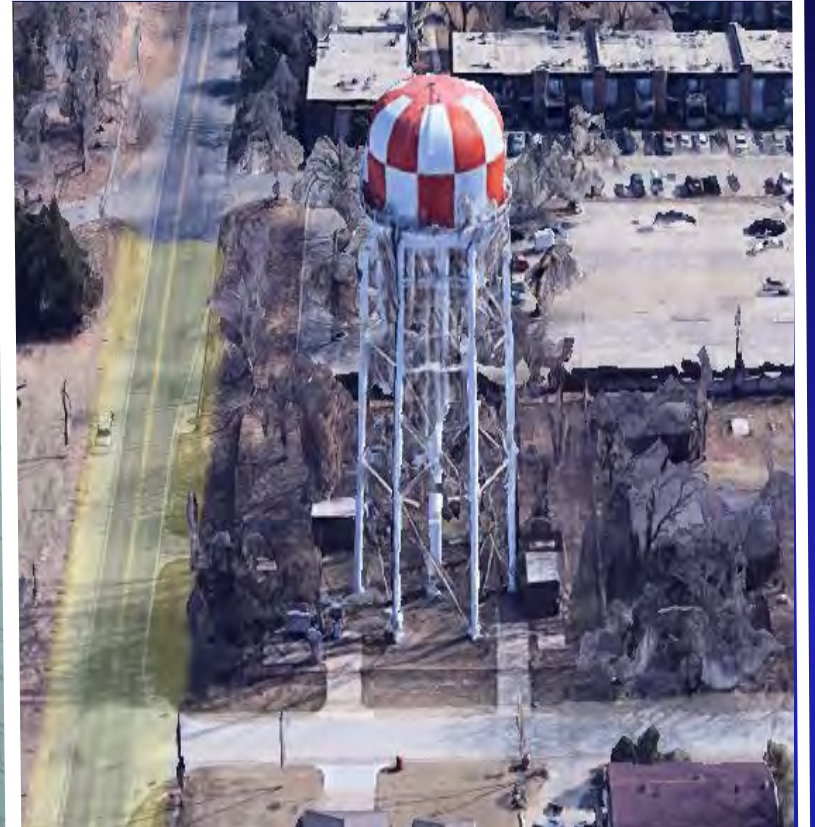
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ADDITIONAL COMMENTS



CITY OF BETHANY OKLAHOMA

AGENDA: 01/06/2026
ITEM: 6



WELL FIELD PRESENTATION JANUARY 2026



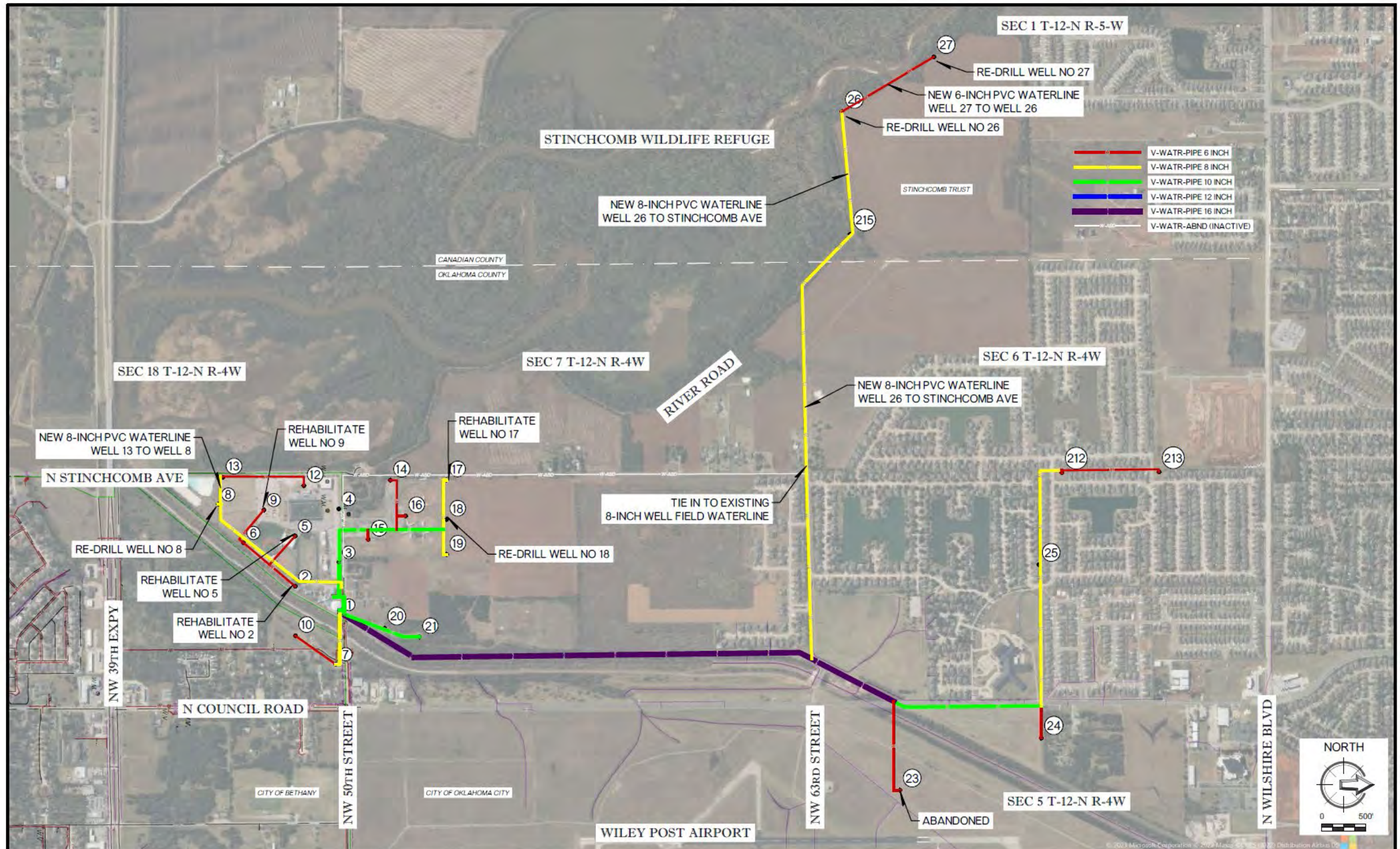
CITY OF BETHANY WELL LOCATIONS



| Well No. | Well Status |
|----------|--|
| 1 | Not in Service (Contamination) |
| 2 | In Service - Rehabilitated (Piping/Electrical/Well House) |
| 3 | Not in Service (Disconnected from System) |
| 4 | Not in Service (Disconnected from System) |
| 5* | In Service - Rehabilitated (Piping/Pump/Motor/Electrical) |
| 6 | In Service |
| 7 | Not in Service (Barrier Well) |
| 8* | In Service - Redrilled (Casing/Pump/Motor/VFD) |
| 9 | In Service - Rehabilitated (Piping/Pump/Motor/Electrical/) |
| 10 | Not in Service (Barrier Well) |
| 12 | In Service |
| 13 | In Service |
| 14 | In Service |
| 15 | Not in Service (Disconnected from System) |
| 16 | In Service |
| 17 | In Service - Rehabilitated (Electrical/Cleaned Casing) |
| 18* | In Service - Redrilled (Casing/Pump/Motor/VFD) |
| 19 | In Service |
| 20 | Not in Service (Contamination) |
| 21 | Not in Service (Contamination) |
| 23 | Not in Service (Abandoned) |
| 24 | Not in Service (Contamination) |
| 25 | In Service - Rehabilitated (Electrical) |
| 26* | In Service - Redrilled (Casing/Pump/Motor/VFD) |
| 27 | In Service - Redrilled (Casing/Pump/Motor/VFD) |
| 212 | In Service - Rehabilitated (Electrical) |
| 213 | In Service |
| 215 | In Service |

* Out of Service Well Brought Back In Service

WELL FIELD MAP



| REV. NO. | DATE | DRWN | CHKD | REMARKS |
|----------|------|------|------|---------|
| | | | | |
| | | | | |
| | | | | |

SCALE: AS SHOWN
 DATE: 11-03-2023
 DRAWN BY: GIBBS
 CHECKED BY: P. GARRETT

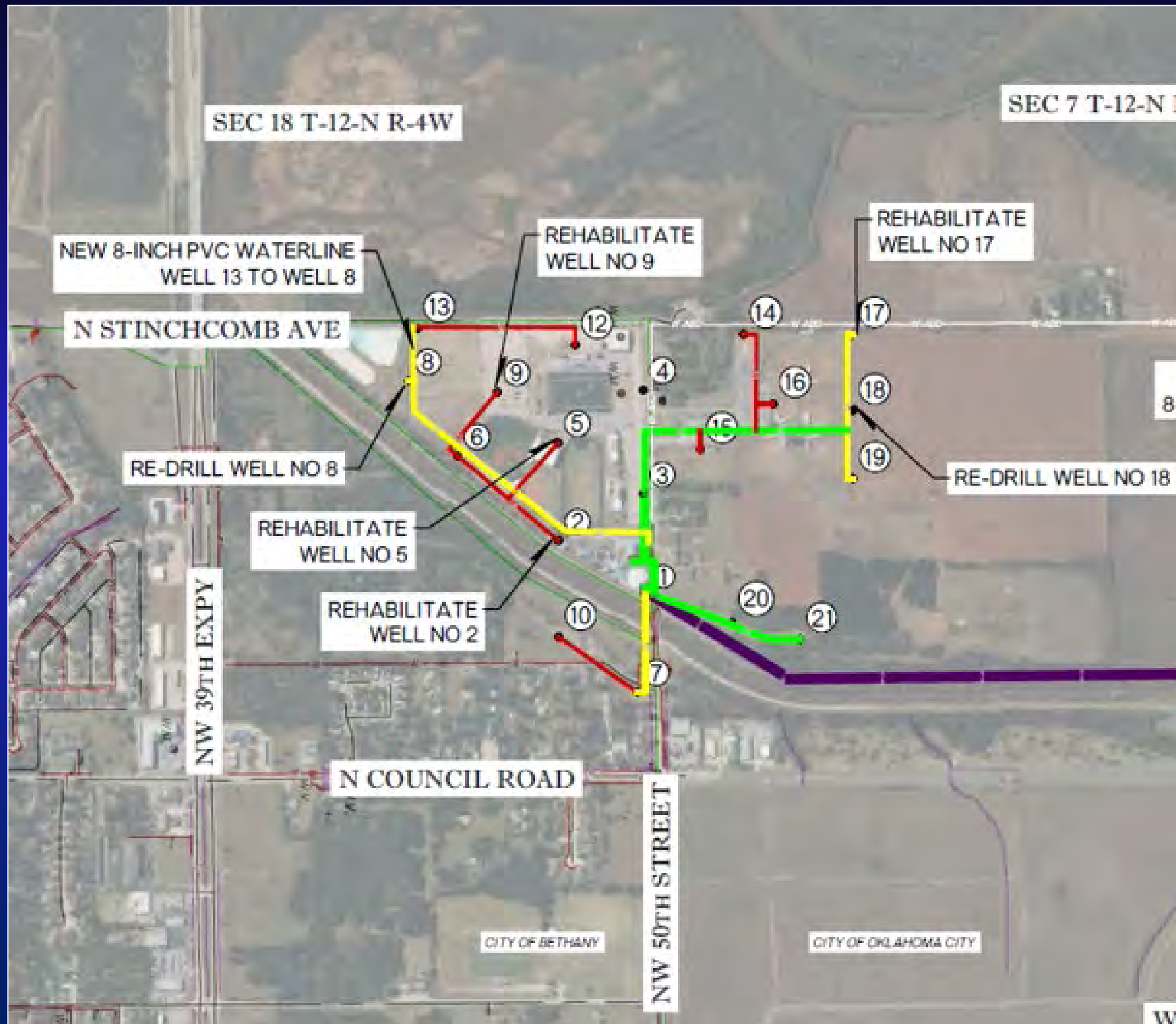


THE CITY OF BETHANY
CITY OF BETHANY WELL FIELD

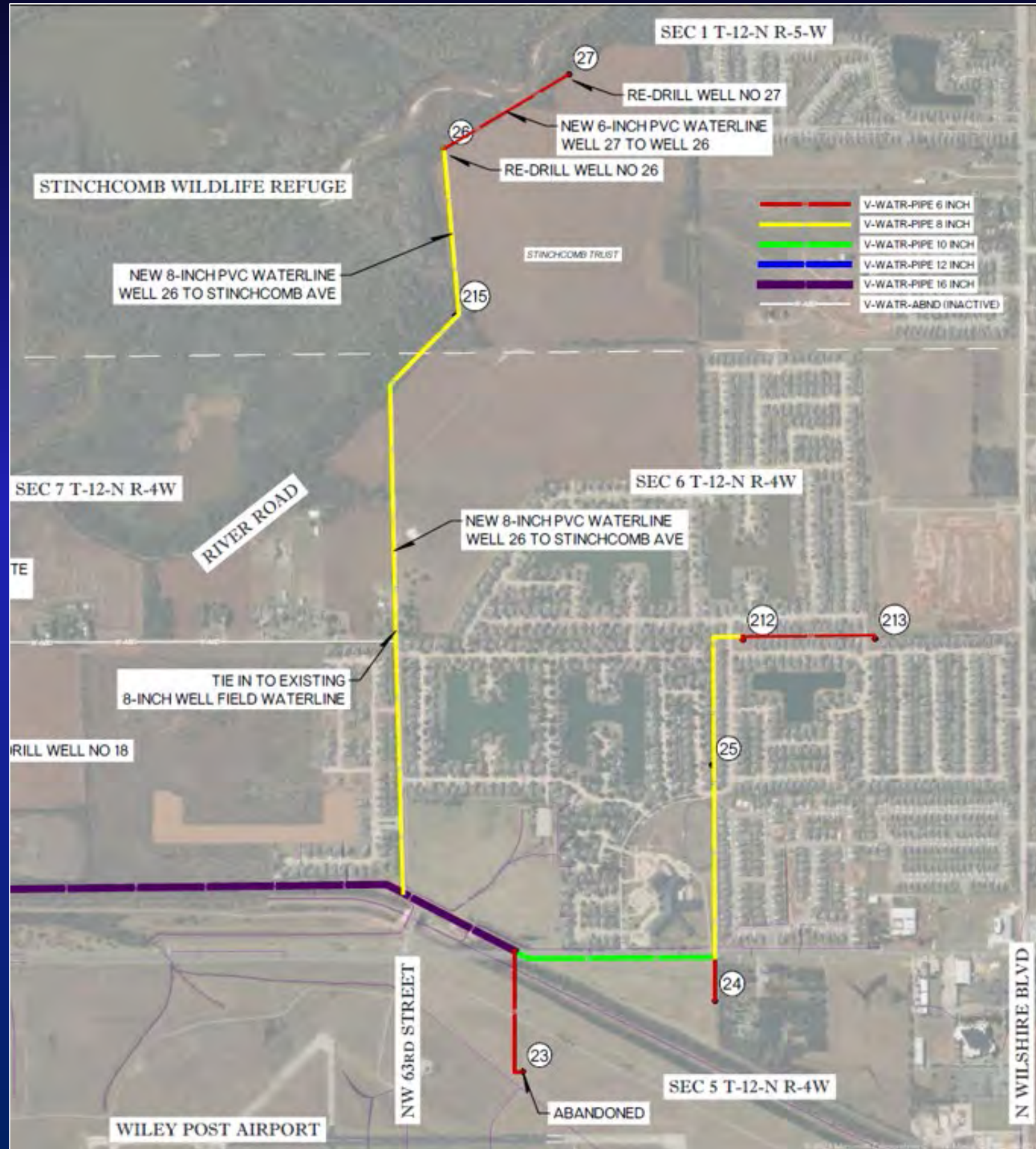
CIVIL
WELL FIELD MAP

SHEET NO.
C001
 SHEET 01 OF 01

SOUTH WELL FIELD



NORTH WELL FIELD



WELL NO. 2



REHABILITATED

- ELECTRICAL
- WELL HOUSE PIPING
- EXTERNAL PIPING AND VALVE
- WELL HOUSE SLAB REPAIR
- WELL HOUSE DOOR REPLACEMENT



WELL NO. 5



REHABILITATED

- CASING
- PUMP
- MOTOR
- ELECTRICAL



WELL NO. 6



REHABILITATED

- CASING
- PUMP
- MOTOR
- ELECTRICAL



WELL NO. 8



REDRILLED

- CASING
- PUMP
- MOTOR
- VFD



WELL NO. 9



REHABILITATED

- PUMP
- MOTOR
- ELECTRICAL
- CLEANED CASING
- NEW ROOF



WELL NO. 18



REDRILLED

- CASING
- PUMP
- MOTOR
- VFD
- ELECTRICAL



WELL NO. 26



REDRILLED

- CASING
- PUMP
- MOTOR
- VFD
- ELECTRICAL
- WELL HOUSE REHABILITATION



WELL NO. 27



REDRILLED

- CASING
- PUMP
- MOTOR
- VFD
- ELECTRICAL
- WELL HOUSE REHABILITATION

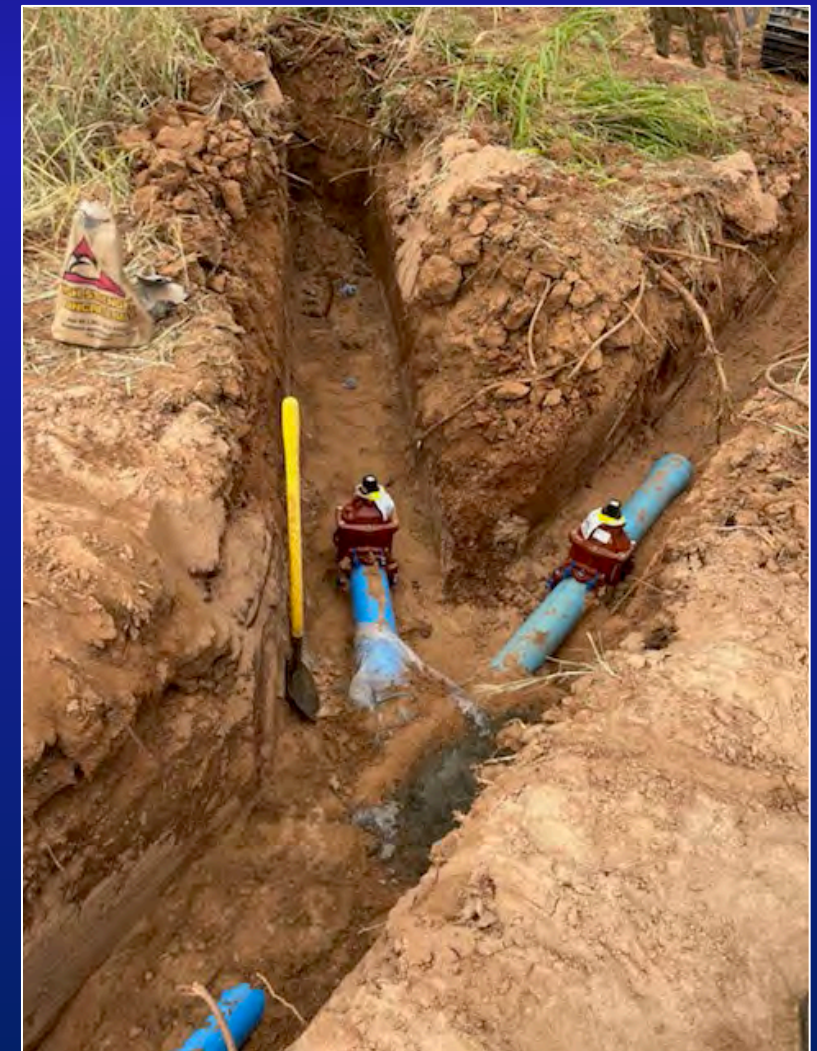


WELL FIELD PIPING INSTALLATION



NEW WELL FIELD LINE

- NEW 6" LINE INSTALLED BETWEEN WELLS 26 AND 27
- NEW 8" LINE INSTALLED BETWEEN WELL 26 AND STINCHCOMB AVE.
- NEW 8" LINE INSTALLED BETWEEN WELLS 8 AND 13



WELL FIELD WATER MODEL



WATERCAD WELL FIELD MODEL

- WELL PUMP DATA
- WELL FIELD PRESSURE DATA
- WELL PRODUCTION DATA

| Label | Elevation (ft) | Pump Definition | Status (Initial) | Hydraulic Grade (Suction) (ft) | Hydraulic Grade (Discharge) (ft) | Flow (Total) (gpm) | Pump Head (ft) |
|---------|----------------|-----------------|------------------|--------------------------------|----------------------------------|--------------------|----------------|
| PMP_1 | 1,229.00 | Curve_1 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_2 | 1,217.60 | Curve_2 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_3 | 1,209.00 | Curve_1 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_4 | 1,208.00 | Curve_1 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_5 | 1,207.00 | Curve_9 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_6 | 1,257.00 | Curve_6 | On | 1,225.00 | 1,316.02 | 90 | 91.02 |
| PMP_7 | 1,254.00 | Curve_7 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_8 | 1,256.00 | New Curve_8 | On | 1,236.00 | 1,442.67 | 0 | 206.67 |
| PMP_9 | 1,248.00 | Curve_9 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_10 | 1,254.00 | Curve_10 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_12 | 1,253.00 | Curve_12 | On | 1,235.00 | 1,338.77 | 250 | 103.77 |
| PMP_13 | 1,249.00 | Curve_13 | On | 1,229.00 | 1,334.38 | 371 | 105.38 |
| PMP_14 | 1,255.00 | Curve_14 | On | 1,235.00 | 1,369.67 | 0 | 134.67 |
| PMP_15 | 1,262.00 | Curve_15 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_16 | 1,260.00 | Curve_16 | On | 1,235.00 | 1,316.91 | 362 | 81.91 |
| PMP_17 | 1,247.00 | Curve_17 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_18 | 1,257.00 | New Curve_18 | On | 1,220.00 | 1,406.67 | 0 | 186.67 |
| PMP_19 | 1,260.00 | Curve_19 | On | 1,215.00 | 1,314.76 | 70 | 99.76 |
| PMP_20 | 1,267.00 | Curve_20 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_21 | 1,258.00 | Curve_21 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_23 | 1,262.00 | Curve_23 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_24 | 1,280.00 | Curve_24 | Off | (N/A) | (N/A) | (N/A) | (N/A) |
| PMP_25 | 1,276.00 | Curve_25 | On | 1,220.00 | 1,346.63 | 257 | 126.63 |
| PMP_26 | 1,275.00 | New Curve_26 | On | 1,275.00 | 1,536.51 | 303 | 261.51 |
| PMP_27 | 1,276.00 | New Curve_27 | On | 1,276.00 | 1,551.32 | 431 | 275.32 |
| PMP_212 | 1,278.00 | Curve_212 | On | 1,225.00 | 1,371.75 | 292 | 146.75 |
| PMP_213 | 1,283.00 | Curve_213 | On | 1,225.00 | 1,393.77 | 281 | 168.77 |
| PMP_215 | 1,266.00 | Curve_215 | On | 1,266.00 | 1,525.31 | 163 | 259.31 |

Figure 1 Bethany Well Field Pump System Table

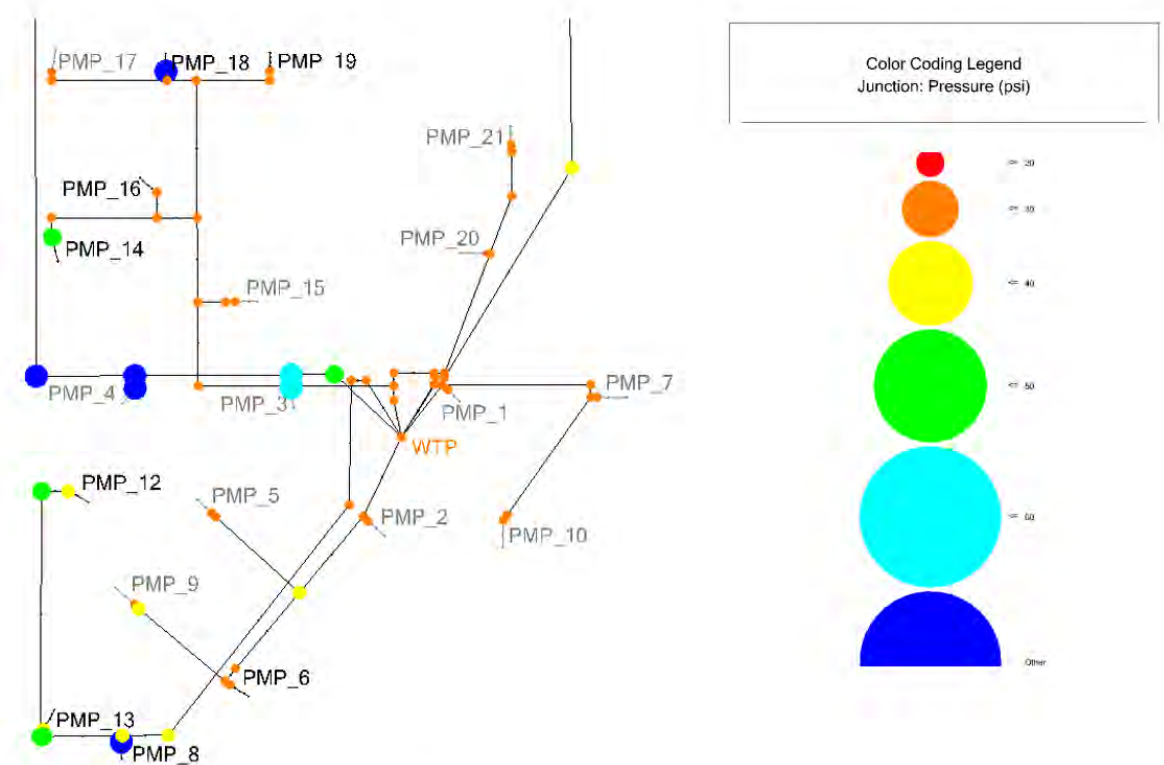


Figure 6: Bethany Well Field North System Pressure

NOTICE: On Thursday, December 11, 2025 or before 4:59 p.m., agenda was posted at 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, DECEMBER 16, 2025

6:30 P.M.

| | | |
|------------------|------------------|-------------------------|
| MEMBERS PRESENT: | Amanda Sandoval | Chairman |
| | Chris Powell | Trustee |
| | Aja Triana | Trustee |
| | Kathy Larsen | Trustee |
| | Chandra Ford | Trustee |
| | Brian Magirowsky | Trustee |
| | Burt Falkner | Trustee |
| | Ken Smart | Trustee |
| MEMBERS ABSENT: | Peter Plank | Vice-Chairman |
| OTHERS PRESENT: | Elizabeth Gray | City Manager |
| | Ray Jones | City Attorney |
| | Michael Vaughn | City Clerk/Treasurer |
| | Lesa LaMar | Deputy City Clerk |
| | Steve Manek | TEIM Design Engineer |
| | Brett Crecelius | Community Dev. Director |
| | (See Roster) | |

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 7:44 P.M.

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

- A. APPROVAL OF MINUTES FROM DECEMBER 2, 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. APPROVAL OF BUDGET AMENDMENT 26-13.**

A motion was made by Trustee Powell, seconded by Trustee Magirowsky to approve Items 1, 2, 3, 4 , and 5. Yes votes: Falkner, Ford, Larsen, Sandoval, Triana, Magirowsky, Powell, Smart. No Votes: None. Motion approved.

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 4 TO THE CONSTRUCTION CONTRACT FOR THE ARPA WELL-FIELD REHABILITATION AND IMPROVEMENTS PROJECT IN THE AMOUNT OF \$74,750.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 1.

ITEM NO. 3 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF BREWER CONSTRUCTION OKLAHOMA, LLC INVOICE NO. 4 IN THE AMOUNT OF \$48,648.60 FOR ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item No. 1.

ITEM NO. 4 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF AMENDMENT NO. 2 AND CHANGE ORDER NO. 1 TO CONSTRUCTION CONTRACT WITH URBAN CONTRACTORS, LLC FOR PENIEL AVENUE SANITARY SEWER LIFT STATION AND PIPE BURSTING IMPROVEMENTS FOR AMERICAN RESCUE PLAN ACT GRANT IN THE AMOUNT OF \$9,585.10 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item no. 1.

ITEM NO. 5 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF CHANGE ORDER NO. 2 AND AMENDMENT NO. 2 TO THE CONSTRUCTION CONTRACT WITH BREWER CONSTRUCTION OKLAHOMA, LLC FOR ODOC COMMUNITY DEVELOPMENT BLOCK GRANT WATERLINE PROJECT IN THE DEDUCT AMOUNT OF \$1,530.00 AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENT ON BEHALF OF THE CITY OF BETHANY. (ELIZABETH GRAY, CITY MANAGER)**

This item was approved with Item no. 1.

ITEM NO. 6 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. 7 on the agenda was **ADJOURN UNTIL JANUARY 6, 2026.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 7:45 P.M. until January 6, 2026.

CHAIRMAN

SECRETARY

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: December 31, 2025
Subject: Claims list for the 01/06/2026 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

| FUND | AMOUNT |
|--------------------------------|----------------------|
| Bethany Public Works Authority | \$ 161,988.21 |
| TOTAL | \$ 161,988.21 |

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

| FUND | AMOUNT |
|--------------------------------|----------------------|
| General Operations Fund | \$ 80,492.32 |
| Bethany Public Works Authority | \$ 161,988.21 |
| Bethany Hospital Trust | \$ - |
| Bethany Development Authority | \$ - |
| TOTAL | \$ 242,480.53 |

RECOMMENDATION

1. Approve claims as presented.



| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|--|-----------|---------------------------|------------------------------|---------|------------------|-----------|
| DEPARTMENT: 02.0 FINANCE | | | | | | |
| 26-54229 | 10-005702 | TPS TECHNICAL PROGRAMMING | UTILITY BILL PRINTING | 12/2025 | 122713 | 5,255.93 |
| 26-54231 | 10-1749 | RK BLACK INC. | SHARP PRINTER | 12/2025 | IN1303549 | 24.98 |
| DEPARTMENT TOTAL: | | | | | | 5,280.91 |
| DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN | | | | | | |
| 26-55564 | 10-005321 | AMAZON CAPITAL SERVICES, | INSUPPLIES MULTI DEPTS | 12/2025 | 6886645 | 4.86 |
| 26-55611 | 10-005321 | AMAZON CAPITAL SERVICES, | INBATTERY BACK UP | 12/2025 | 9879413 | 41.32 |
| 26-55543 | 10-005350 | FORCE PERSONNEL | TEMP FOR PW | 12/2025 | 85696 | 144.90 |
| 26-54704 | 10-006257 | BH SECURITY, LLC | SECURITY CAMERAS FOR PW | 12/2025 | 259858390 | 54.99 |
| 26-55307 | 10-1276 | RONN SPORTS WORLD INC | ADMIN POLO'S | 12/2025 | 26-55307 | 75.00 |
| 26-55481 | 10-3042 | ACCURATE ENVIRONMENTAL | VOC & BAC T/ DECEMBR | 12/2025 | HL04077 | 1,224.00 |
| DEPARTMENT TOTAL: | | | | | | 1,545.07 |
| DEPARTMENT: 08.3 PUBLIC WORKS - SANIT | | | | | | |
| 26-55564 | 10-005321 | AMAZON CAPITAL SERVICES, | INSUPPLIES MULTI DEPTS | 12/2025 | 6886645 | 4.86 |
| 26-55317 | 10-005350 | FORCE PERSONNEL | TEMP HELP | 12/2025 | 85768 | 7,464.35 |
| 26-55616 | 10-005350 | FORCE PERSONNEL | TEMP HELP SANITATION | 12/2025 | 85851 | 3,328.63 |
| 26-55507 | 10-005545 | REHRIG PACIFIC LOGISTICS, | I100 POLYCARB BARS | 12/2025 | 50534531 | 450.00 |
| 26-55579 | 10-005645 | 1.800.RADIATOR & A/C OF | OKCDIESEL EXHAUST FILTER #91 | 12/2025 | 5000 | 485.00 |
| 26-55527 | 10-005993 | HOLT TRUCK CENTERS, LLC | DOOR LATCH FOR #802 | 12/2025 | 405482061 | 211.78 |
| 26-55600 | 10-0225 | GENUINE PARTS | OIL PRESSURE SENSOR | 12/2025 | 105416 | 40.32 |
| 26-55612 | 10-0812 | J & R EQUIPMENT LLC | TWO ARMS FOR TIPPERS | 12/2025 | 07001386 | 754.30 |
| 26-55532 | 10-3081 | PREMIER TRUCK/ATC FREIGHT | LIDRAG LINK UNIT #99 | 12/2025 | 120878178 | 252.49 |
| DEPARTMENT TOTAL: | | | | | | 12,991.73 |
| DEPARTMENT: 08.4 PUBLIC WORKS - MAINT | | | | | | |
| 26-55533 | 10-2895 | CHAPPELL SUPPLY | SERVICE CALL POWER WASHER | 12/2025 | 4545S-IN | 259.26 |
| DEPARTMENT TOTAL: | | | | | | 259.26 |
| DEPARTMENT: 12.0 UTILITY - WATER PLANT | | | | | | |
| 26-55539 | 10-004929 | DONALD E AND LINDA A MERZ | RLEASE #12 | 12/2025 | FY 2026 LEASE 12 | 1,142.46 |
| 26-55540 | 10-004930 | DAVE EUGENE MERZ | LEASE #13 | 12/2025 | FY 2026 LEASE 13 | 1,142.46 |
| 26-55541 | 10-004931 | DOUGLAS EDWARD MERZ | LEASE #14 | 12/2025 | FY 2026 LEASE 14 | 1,142.46 |
| 26-55564 | 10-005321 | AMAZON CAPITAL SERVICES, | INSUPPLIES MULTI DEPTS | 12/2025 | 6886645 | 465.01 |
| 26-55582 | 10-005321 | AMAZON CAPITAL SERVICES, | INSPILL KITS | 12/2025 | 7718644 | 232.73 |
| 26-55610 | 10-005321 | AMAZON CAPITAL SERVICES, | INTOOLS | 12/2025 | 3820224 | 81.70 |
| 26-55388 | 10-005962 | USABLUEBOOK | BLEACH PUMP ORINGS | 12/2025 | INV00913453 | 160.58 |
| 26-55536 | 10-006222 | NANCY STINCHCOMB | LEASE #10 | 12/2025 | FY 2026 LEASE 10 | 1,985.87 |
| 26-55534 | 10-006292 | LARRY KENT STINCHCOMB | LIVINLEASE #3 | 12/2025 | FY2026 LEASE 3 | 3,427.38 |
| 26-55549 | 10-0091 | BRENNTAG SOUTHWEST | 4000 GALS OF BLEACH | 12/2025 | BSWW669518 | 8,935.33 |
| 26-55550 | 10-0091 | BRENNTAG SOUTHWEST | THREETOTESOFALUMSULFATE | 12/2025 | BSW670072 | 3,898.80 |
| 26-55538 | 10-0198 | MARTHA A BLACKWOOD LIVING | LEASE #9 | 12/2025 | FY 2026 LEASE 9 | 7,009.16 |
| 26-55480 | 10-0251 | BUSBY PUMP & SUPPLY, LLC | REPAIR WELL 14 | 12/2025 | 12042 | 3,767.99 |
| 26-55500 | 10-0251 | BUSBY PUMP & SUPPLY, LLC | PUMP&MOTORFORWELL#14 | 12/2025 | 12041 | 4,132.50 |

| P.O.# | VENDOR # | NAME | SUMMARY DESCRIPTION | DATE | INVOICE | AMOUNT |
|--|-----------|-----------------------------|-----------------------------|---------|------------------|------------|
| DEPARTMENT: 12.0 UTILITY - WATER PLANT | | | | | | |
| 26-55537 | 10-0382 | OKLA CITY WATER UTILITIES | WATER LEASE #7 | 12/2025 | FY 2026 LEASE 7 | 9,423.13 |
| 26-55535 | 10-0576 | MARVIN BUEL FLETCHER TRUST | LEASE #4 AND 5 | 12/2025 | LEASE 4 | 7,823.19 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 12/2025 | 20251212 | 16,551.04 |
| 26-55497 | 10-1400 | GLS FAMILY TRUST | LEASE #2 | 12/2025 | FY 2026 LEASE #2 | 10,154.27 |
| 26-55559 | 10-1509 | TOM'S SPEEDY LOCK & KEY | SERUNIT 23 | 12/2025 | 70863 | 100.00 |
| 26-55554 | 10-1622 | WESTLAKE ACE HARDWARE | TAPE MEASUR, LIGHT BULBS, | 12/2025 | 3505280 | 118.92 |
| 26-55576 | 10-1622 | WESTLAKE ACE HARDWARE | PIPE INSULATION | 12/2025 | 3505285 | 27.12 |
| 26-55481 | 10-3042 | ACCURATE ENVIRONMENTAL | VOC & BAC T/ DECEMBR | 12/2025 | HL09063 | 700.00 |
| 26-55479 | 10-3919 | MISSISSIPPI LIME | 20 TONS OF LIME | 12/2025 | CD158332 | 10,472.65 |
| DEPARTMENT TOTAL: | | | | | | 92,894.75 |
| DEPARTMENT: 12.1 UTILITY - WATER LINE | | | | | | |
| 26-55564 | 10-005321 | AMAZON CAPITAL SERVICES, | INSUPPLIES MULTI DEPTS | 12/2025 | 6886645 | 4.86 |
| 26-55567 | 10-005321 | AMAZON CAPITAL SERVICES, | INDISCHARGE PUMPS | 12/2025 | 1228269 | 757.94 |
| 26-55587 | 10-006228 | NATIONAL TANK & EQUIPMENT | LPUMP FOR 39TH AND REDMOND | 12/2025 | 453647-0001 | 1,361.66 |
| 26-54704 | 10-006257 | BH SECURITY, LLC | SECURITY CAMERAS FOR PW | 12/2025 | 259858390 | 91.47 |
| 26-55434 | 10-1066 | OKLAHOMA CONTRACTOR'S | SUPPLTAPPING CLAMPS | 12/2025 | 0387179-IN | 400.00 |
| 26-55499 | 10-1066 | OKLAHOMA CONTRACTOR'S | SUPPL38TH TER AND ROCKWELL | 12/2025 | 0387147-IN | 602.00 |
| 26-55585 | 10-1066 | OKLAHOMA CONTRACTOR'S | SUPPLWATER LEAK REPAIR | 12/2025 | 0387277-IN | 1,299.00 |
| 26-55591 | 10-1066 | OKLAHOMA CONTRACTOR'S | SUPPLGASKET | 12/2025 | 0387293-IN | 153.00 |
| 26-55573 | 10-1276 | RON'S SPORTS WORLD INC | PPE HOODED SHIRT | 12/2025 | 00205 | 85.00 |
| 26-55078 | 10-2557 | CORE & MAIN LP | 2' CAP WATER LEAK REPAIR | 12/2025 | CNV1000015236 | 148.80 |
| 26-55502 | 10-2557 | CORE & MAIN LP | SMART METER AND GASKETS | 12/2025 | CNV1000019670 | 7,518.00 |
| 26-54301 | 10-4090 | AT&T MOBILITY | METER READERS | 12/2025 | 20251219- | 270.72 |
| DEPARTMENT TOTAL: | | | | | | 12,692.45 |
| DEPARTMENT: 12.2 UTILITY - SEWER | | | | | | |
| 26-55578 | 10-004725 | RUCKER ELECTRIC INCORPORATE | 25TH PENIEL LIFT STATION | 12/2025 | 015841 | 3,439.33 |
| 26-55564 | 10-005321 | AMAZON CAPITAL SERVICES, | INSUPPLIES MULTI DEPTS | 12/2025 | 6886645 | 4.86 |
| 26-55437 | 10-006228 | NATIONAL TANK & EQUIPMENT | L24TH AND PENIAL | 12/2025 | 450012-0001 | 1,691.25 |
| 26-54704 | 10-006257 | BH SECURITY, LLC | SECURITY CAMERAS FOR PW | 12/2025 | 259858390 | 91.46 |
| 26-54912 | 10-0696 | HAYNES EQUIPMENT CO INC | 4"30HP SUBMERSIBLE 25PENIEL | 12/2025 | INV8132260 | 27,350.00 |
| 26-54354 | 10-1063 | OG&E | MNTHLY SVC. | 12/2025 | 20251212 | 2,232.03 |
| 26-54321 | 10-1068 | ONG | MONTHLY SVC | 12/2025 | 20260112 | 202.65 |
| 26-55573 | 10-1276 | RON'S SPORTS WORLD INC | PPE HOODED SHIRT | 12/2025 | 00205 | 85.00 |
| 26-55542 | 10-3434 | W & W ELECTRIC MOTOR SVC | 24TH PENIAL LIFT STATION | 12/2025 | 3741 | 1,175.00 |
| 26-54301 | 10-4090 | AT&T MOBILITY | METER READERS | 12/2025 | 20251219- | 52.46 |
| DEPARTMENT TOTAL: | | | | | | 36,324.04 |
| FUND TOTAL: | | | | | | 161,988.21 |
| GRAND TOTAL: | | | | | | 242,480.53 |

BETHANY PUBLIC WORKS AUTHORITY

From: Mike Lavigne, Public Utilities Superintendent
Date: December 31, 2025
Subject: WTP 26-02 Water Treatment Plant Lime Sludge Extraction, Hauling, and Disposal

BACKGROUND

The specifications for the subject project have been completed. This project will result in the extraction, processing, hauling, and disposal of approximately 14,000 ±500 cubic yards of lime sludge from the north lagoon at the water treatment plant. The sludge is a normal by-product of the water purification process and each of the two lagoons is generally cleaned on a semi-annual basis. The city does not have the space, equipment, or manpower to properly extract, process, haul, or dispose of lime by-product. Staff will continue to seek less costly alternatives for the disposal of this by-product.

Staff wishes to solicit proposals for this project. The proposals would be due February 2, 2026.

RECOMMENDATION

1. Staff recommends approval to go out for bids.



ADDITIONAL COMMENTS



PROJECT SPECIFICATIONS AND BID DOCUMENTS

for

LIME SLUDGE EXCAVATION AND REMOVAL

BETHANY WATER TREATMENT PLANT

8308 NW 50th STREET

BETHANY, OKLAHOMA

PROJECT NUMBER WTP 26-02

APPROVAL SHEET

SPECIFICATIONS AND BID DOCUMENTS

For

LIME SLUDGE EXCAVATION AND REMOVAL

PROJECT NUMBER WTP 26-02

APPROVED by the City Council of the City of Bethany, this ____ day of _____, 20 ____.

Amanda Sandoval
MAYOR

ATTEST:

Lesa Lamar
DEPUTY CITY CLERK

NOTICE TO BIDDERS

Sealed bids will be received by the City of Bethany at the office of the City Clerk, located at Bethany City Hall, 6700 N.W. 36th Street, Bethany, Oklahoma, until **2:00 o'clock p.m., Central Standard Time, on the day of February 2, 2026**, for furnishing all labor, equipment, and materials for:

Lime Sludge Excavation & Removal – Project No. WTP 26-02

Bids will be publicly opened and read aloud at **2:00 o'clock p.m. on February 2, 2026**, at Bethany City Hall.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the final time set for receipt of bids, will not be considered, and will be returned unopened.

Copies of the general conditions, specifications, and other bidding documents are on file in the above office and are open for public inspection.

Complete sets of general conditions, specifications, and other bidding documents are available by contacting Mike Lavigne, Public Utilities Superintendent or Deputy Public Utilities Superintendent at 405-789-1421 or by email: mike.lavigne@bethanyok.org or ej.cope@bethanyok.org

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

Dated this 6th day of January 2026, by the authority of the Bethany City Council.

City of Bethany
(Name of Agency)

By: _____
CITY CLERK

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Bethany, Oklahoma (herein called the "owner"), invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Owner at the office of the City Clerk until 2:00 o'clock p.m., Central Standard Time, February 2, 2026. Said bids will be publicly opened and read aloud at Bethany City Hall at 2:00 o'clock p.m. on February 2, 2026. The envelopes containing the bids must be sealed, addressed to the Bethany City Clerk at 6700 NW 36th Street, and designated as Bid for Lime Sludge Excavation and Removal; Project No. WTP 26-02. The Owner may reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. PREPARATION OF BID

All bids must be made on the required Bid Proposal. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid Proposal must be fully completed and executed when submitted. Only one copy of the Bid Proposal is required.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk at 6700 NW 36th Street, P.O. Box 219, Bethany, Oklahoma 73008.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the owner.

4. METHOD OF BIDDING

The Owner invites: Lump sum in accordance with the proposal.

5. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within sixty (60) calendar days thereafter. Bidder must agree also to pay as liquidated damages; the amount as herein provided in the General Provisions.

8. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the constructing of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

9. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. **These bonding requirements apply only to contracts greater than \$50,000.**

10. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

(a) Insurance requirements

12. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

13. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest bid or bids does not exceed the amount of funds available to finance the entire contract, the entire contract will be awarded. If the bids exceed such amount, the owner may reject any or all bids or may award contracts for one or more sections based on funds available.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible and responsive BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

When alternate BIDS are taken, they will be listed in numerical order with the highest priority being number one, second, number two, etc.

When alternates are used, the low BIDDERS will be selected by the lowest and best BID considering all BIDS which include the selected alternate BIDS.

The alternates will be listed in consecutive priority order to remain with the funds available for the project.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

14. OBLIGATION OF BIDDER

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have reviewed and be thoroughly familiar with the plans and contract documents (including all addenda). Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the drawings and specifications including addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

15. PRE-BID CONFERENCE AND FIELD INSPECTION

No Pre-Bid Conference will be held. The contractor will conduct field inspections on his own to satisfy himself as to the conditions in the project area.

16. TIME OF ESSENCE

The time of essence shall be part of the contract but shall not be a method by which a refund can be requested or received for this contract. The days noted in the time of essence document will be the number of days designated in these specifications. The sum of money in the time of essence document shall be as provided in the General Provisions.

17. NOTICE OF AWARD

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND AND STATUTORY BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of acceptable PERFORMANCE BOND, STATUTORY BOND and AGREEMENT signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The bond requirements of this section apply only to contracts greater than \$50,000.

18. NOTICE TO PROCEED

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not be issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

20. OWNER OBLIGATION

The OWNER shall provide to BIDDERS prior to BIDDING all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the contractor from fulfilling any of the conditions of the contract.

21. SPECIAL NOTE TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within the public right-of-way in the same manner as in private right-of-way.

22. SALES TAX EXEMPTION

All materials and supplies used in this project are exempt from state and local sales tax. No sales tax shall be included in the bid for this project. The City shall have the right to audit all invoices for materials and supplies used in this job prior to final payment to contractor to assure compliance with this section. Contractor shall furnish to the Authority the necessary information to have itself appointed purchasing agent of the Authority for its project.

DIVISION I: SPECIAL PROVISIONS

101.01 GENERAL

Work in general consists of furnishing all labor, equipment and materials required for the Lime Sludge Excavation and Removal: Project Number WTP 26-02.

101.02 CITY STANDARD SPECIFICATIONS

All construction shall comply with current Bethany City Standard details and specifications.

101.03 MAINTENANCE BOND

A maintenance bond of \$3,000.00 will be required for the removal of any and all Lime sludge that may get deposited on local roads/ highways during the transportation process by the contractor.

101.04 EXPERIENCED CONTRACTOR

It will be assumed that the successful bidder is a contractor who is thoroughly competent and who is familiar with this type of work. If the bidding contractor has not previously done work for the City of Bethany or is not prequalified with the City of Bethany, it may be necessary for the bidder to complete the "Statement of Bidder" form.

101.05 DAMAGE TO PROPERTY

The Contractor shall exercise great care in performing the work to prevent damage to any structure. Any damage to structures or to any public, private or utility property shall be repaired or replaced by the Contractor at his own expense, to the Satisfaction of the City Engineer.

101.06 GRADING AND CLEANING OF GROUNDS

The area where the construction work has been performed shall be left in a neat and workman like condition. The Contractor shall dispose of all excess excavated material, broken concrete and pavement at his expense at a site suitable to the City Engineer.

101.07 TIME AND ORDER OF WORK

The work shall be commenced within ten (10) days from date on which a work order is issued and completed within the time specified in the contract documents.

101.08 COMPLIANCE WITH LAWS AND ORDINANCES

The Contractor shall comply with all State and Federal laws applying to the work and shall also comply with all of the ordinances of The City of Bethany, Oklahoma.

101.09 HAZARDS

In preparing his bid, each Contractor shall take into consideration the interference of all surface, subsurface and overhead structures, and all hazards of whatever nature or character that might occur during the life of the contract. If, in the prosecution of the work, difficulties of any nature be encountered which are not indicated or suggested by the plans or specifications, the Contractor shall take every precaution necessary to overcome the unforeseen difficulty and shall support, maintain, protect or adjust the additional or different surface, subsurface, or overhead structure as directed by the Engineer. No additional compensation will be allowed, due to any interference or hazard whether shown or not shown on the plans and whether or not mentioned in the specifications.

101.10 WAGE RATE

No federal wage rates apply to this project.

101.11 RETAINAGE

After the project is over fifty percent (50%) complete, the ten percent (10%) retainage may be reduced to five percent (5%), if the City finds that satisfactory progress is being made, according to the construction schedule.

101.12 CLEARING AND GRUBBING

Clearing and grubbing shall consist of the removal of all trees, bushes, stumps, pavements, and unsatisfactory material lying within the construction limits. All taproots and other projections shall be removed to a depth of at least 18 inches below the finish grade. Any AC or PC concrete obstructions shall be removed to a depth of at least 2 feet below the finish grade. The removal of shrubs, hedges, bushes, fences, etc., and other obstructions not listed separately as a Contract Pay Item, will not be paid for directly as such, but shall be considered incidental work, and the cost shall be included in such Contract prices as are provided for pay. Contractor shall be responsible for removing and resetting all existing fences in a condition equal to or better than those existing at the time of construction.

101.13 PROTECTION OF EXISTING STRUCTURES

The contractor shall use every necessary precaution to prevent damage to all trees, shrubs, fences, sidewalks, driveways, pavements, etc., which lie on any property that is not in the construction limits. If fences or other privately owned property is damaged or moved in the course of construction, it shall be replaced in equal or better than original condition. These items are considered incidental work and paid for under other items.

101.14 ADJUSTMENT OF EXISTING STRUCTURES

This work shall consist of the necessary adjustments, alterations, relocating or resetting to the required grade and alignment of existing structures, equipment or appurtenances which are not to be removed or abandoned and which are not the property of a private company, firm or corporation required to move their own property, in accordance with these specifications and reasonably close conformity with the lines, grades, elevations, and dimensions shown on the plans or established by the Engineer.

101.15 SANITARY SEWER LINES AND MANHOLES, WATER LINES AND VALVES

When the alteration is a part of the work to be performed by the Contractor as a part of this contract, such work shall be done in conformity with the requirements of the City of Bethany for new work of this type. The cost shall be included in cost of other items, unless otherwise shown in the detailed proposal.

101.16 REMOVAL OF OBSTRUCTIONS

This work shall consist of the removal, wholly or in part, and satisfactory disposal of all building, fences, structures, old pavements, abandoned pipeline, and other obstructions which are not designated or permitted to remain, except for obstructions to be removed and disposed of under other items in the Contract. It shall also include the salvaging of the designated materials and backfilling the resulting trenches, holes and pits. When the proposal does not include pay items for removal of structures and obstructions or plugging abandoned pipelines, the cost of same shall be incidental work which shall not be paid separately but shall be included in unit prices bid for other items.

101.17 INCIDENTAL WORK

Any item not covered in the Standard Specifications or in these special provisions and shown in the summary of quantities shall be considered incidental construction for which the Contractor is responsible but shall not receive additional payment.

101.18 TESTING

No testing will be required as part of this project.

101.19 PERMITS AND LICENSES

Since the City of Bethany employs the contract, permits will not be required. The City of Bethany will license the contract.

101.20 CONSTRUCTION WATER

The contractor will not be required to pay for water supplied by the City for use on this project.

101.21 TRAFFIC CONTROL

During the project the contractor will furnish and maintain traffic control device in accordance with the last publication of the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". A minimum of one (1) lane of traffic will be maintained during the construction.

DIVISION II: GENERAL PROVISIONS

SECTION 201 - DEFINITION OF TERMS

201.01 DEFINITIONS

Wherever the words, forms or phrases herein defined, 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.O.....The American Association of State Highway 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.

Attorney.....The Attorney for the City of Bethany.

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, and to such other conditions as may be specified or otherwise required by law.

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

City Council.....The duly elected City Council of the City of Bethany.

City Manager.....The City Manager of the City of Bethany.

City Clerk.....The City Clerk of the City of Bethany, or his 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 Contractors, Proposal, Bonds, Specifications, including Special Provisions, Plans or working drawings and any supplemental agreement pertaining to the work or materials, therefore.

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

Engineer.....Bethany City Engineer, his duly authorized agents, assistants, inspectors, or superintendents, acting severally within the scope of the particular duties entrusted to them in connection with the contract.

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 in good condition for the period of time required.

Plan or Plans.....All of the drawings pertaining to the contract and made a part thereof, including such supplementary 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, of 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 contract with the City and to execute the required bonds for the work contemplated after the work is awarded to him.

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 precedence 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 quantities or qualities of materials to be furnished under the contract.

Statutory Bond.....The approved form of surety set up and furnished by the contractor and his surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.

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 work, 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 to be suspended for causes beyond the contractor's control, provided that Sundays and holidays on which the contractor's forces do engage in regular work will be considered working days.

SECTION 202 PROPOSAL REQUIREMENTS AND CONDITIONS

202.01 CONTENTS OF PROPOSAL FORM

The City will furnish bidders with proposal forms which will state the general location and description of the contemplated work, and which 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.

202.02 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.

202.03 EXAMINATION OF DOCUMENTS AND SITE OF WORK

Bidders are required, prior to submitting any proposal, to read carefully the specifications, the proposal, contract and bond forms; to examine carefully 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 of 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. Bidders shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal will be evidence that the bidder has made the examinations and investigations required herein.

202.04 PREPARATION OF PROPOSAL

The bidder shall submit his proposal on the forms furnished by the City or the Engineer. All blank spaces in the proposal forms shall be correctly filled in, and the bidder shall state the prices, written in ink, both in words and numerals, for which he proposed to, do the work contemplated or furnish the materials required. Such prices shall be written distinctly legible. In case of conflict between words and numerals, the words 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 one 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.

202.05 PROPOSAL AFFIDAVIT

Each proposal or copy thereof shall be accompanied by a sworn statement in writing that the person signing the proposal executed said proposal in behalf of the bidder therein named and that he had lawful authority so to do 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 whatever except those having a partnership or other financial interest with him in said bid, until after the said bids are opened.

202.06 PROPOSAL GUARANTY

Proposals will not be considered unless the original filed with the City Clerk is accompanied by a certified or cashier's check, cash, Certificate of Deposit, or Irrevocable Letter of Credit, in the required amount, made payable to the City Clerk of the City of Bethany. The check shall be in the amount as designated in the Advertisement. 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. A bid bond is acceptable for surety.

The proposal guaranty will not be required for bids less than \$50,000.

202.07 FILING OF PROPOSALS

No proposal will be considered by the City unless it is filed in a sealed envelope with the City Clerk in his office in the City Hall, Bethany, Oklahoma, within the time limit for receiving proposals, as stated in the Advertisement. Each proposal shall be plainly marked on the envelope with the word "Proposal" and the name of the project.

202.08 WITHDRAWAL OF PROPOSALS

Permission will not be granted to withdraw or modify any proposal after it has been filed and before the time set for opening proposals. Request for non-consideration of proposals must be made in writing, addressed to the City Council, and filed with the City Clerk before the time set for opening proposals. After other proposals are opened and read, the proposal for which withdrawal is properly requested will be returned unopened.

202.09 OPENING OF PROPOSALS

The proposals filed with the City Clerk will be opened in the presence of the City Council at the time stated in the Advertisement and shall thereafter remain on file in the office of said City Clerk forty-eight (48) hours before any contract will be entered into, based on such proposals. Bidders are invited to attend the meeting of the City Council at the time set for opening proposals.

202.10 IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of forms, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive technicalities as to changes, alterations or reservations and make the award in the best interests of the City.

202.11 REJECTION OF PROPOSALS

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

- (a) Proposal received after the time limit for receiving proposals as stated in the Advertisement.
- (b) Proposal prices obviously unbalanced.
- (c) Summation of proposal prices on any one project above the Engineer's estimate of cost for such project.
- (d) Proposal containing any irregularities.

202.12 DISQUALIFICATION OF BIDDERS

Bidders will 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.

SECTION 203 - AWARD AND EXECUTION OF CONTRACT

203.01 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 approximate 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.

203.02 AWARD OF CONTRACT

The City reserves the right to withhold the award of the contract for a reasonable period of time from the date of opening the proposals and no award will be made until the necessary investigations are made as to the reasonability of the low bidder. No contract will be awarded until at least forty-eight (48) hours after opening the proposals. 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. The City Council reserves the right to award all or any portion or portions of the work.

203.03 RETURN OF PROPOSAL GUARANTY

As soon as the proposal prices have been compared, the City may, at its discretion return the proposal guaranties accompanying those proposals which, in its judgment, would not be considered in making the award. After the award is made, only the successful bidder's check will be retained until the required contract and bonds have been executed, after which it will be returned to the bidder. Should the awarding of the contract be delayed more than thirty (30) days, all bidder's 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. Proposal guaranty is only required for bids over \$50,000.

203.04 SURETY BONDS

With the execution and delivery of the contract, the contractor shall furnish and file with the City in the amounts 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 and for the protection of the City and all property owners interested against any damage by reason of negligence of the contractor, or the improper execution of the work or the use of inferior materials.
- (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 Maintenance Bond in an amount equal to one hundred (100%) percent of the total amount of the contract, guaranteeing the maintenance in good condition of such improvements for the first year period, and after the time of the completion and acceptance by the City of said Improvements.

No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the City. 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 who are accepted to the City Council. Each bond shall be executed by the contractor and the surety.

Should any surety on the contract be determined unsatisfactory at any time by the City Council, notice will be given to the contractor to the effect, and the contract shall forthwith substitute a new surety or sureties satisfactory to the City Council.

The contract shall not be operative until approval of the bonds has been made by the City Council.

These bonding requirements apply only to contracts greater than \$50,000.

203.05 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 Attorney, executed by the City and delivered to the contractor.

203.06 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 the 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 damages. The filing of a proposal will be considered as an acceptance of this provision.

SECTION 204 - SCOPE OF WORK

204.01 INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe a complete work or improvement which the contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal, and contract. The contractor shall do all work as provided in the plans, special provisions, specifications, proposal and contract and shall do such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. He shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

204.02 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.

204.03 INCREASED OR DECREASED QUANTITIES OF WORK

The City reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvement at any time when and as found necessary, and the contractor shall perform the work as altered, increased or decreased, at the contract unit price. No allowance will be made for any change in anticipated profits, nor shall such changes be considered as waiving or invalidating any condition or provisions of the contract.

This provision shall not be so construed as to permit the contractor to perform additional work not included or contemplated in the original proposal.

204.04 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 ensure 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.

204.05 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 prior approval of the City Council. Payment for extra work will be made as hereinafter provided.

204.06 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.

SECTION 205 - CONTROL OF THE WORK AND MATERIALS

205.01 AUTHORITY OF ENGINEER

All work shall be done under the supervision of the Engineer and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillment of the contract, compensation, mutual rights between contractors under these specifications and suspension of work. The Engineer shall have the right to establish any sequence or priority of operation in the interest of desirable cooperation with other work. He shall determine the amount and quality of work performed and materials furnished and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the contractor to receive money due him under the contract.

The authority of the Engineer shall not be construed to include the authority to waive, revise or modify specifications as herein set forth either as to kind, type or quality of materials or manner or quality of construction.

205.02 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, work done or materials ordered shall be at the contractor's risk. The contract price shall include the cost of furnishing such drawings. **It is not anticipated that any shop or working drawings will be required by this contract.**

205.03 CONFORMITY WITH PLANS. ALLOWABLE DEVIATIONS

All work shall conform to the lines, grades, cross-sections and dimensions shown on the plans. All deviations from the plans will be 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 Council before the work is commenced. Where an actual emergency exists, wherein the delay caused by submitting the change order to the City Council 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 Council for consideration at their next regular meeting. Three copies shall be furnished to the City, and two copies shall be furnished to the contractor of all change orders approved by the Engineer. Change orders submitted to the City Council for approval shall bear the approval of the Engineer and shall be prepared in six (6) copies, distribution as follows:

Three (3) copies to the City
Two (2) copies to the Contractor
One (1) copy to the Engineer

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.

205.04 EXISTING STRUCTURES NOT SHOWN ON PLANS

There are no plans associated with this contract. The City assumes no responsibility for failure to show any or all structures on the plans or to show them in their exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades or requires the building of a special structure, provision for which is not made in the plans, in which case the provisions in these specifications for "Extra Work", will apply.

205.05 COORDINATION OF PLANS, SPECIFICATIONS, PROPOSAL AND SPECIAL PROVISIONS

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 in 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.

205.06 COOPERATION OF CONTRACTOR

Three (3) sets of specifications will be furnished the contractor as follows: One office copy, one for the Field Superintendent, and one copy for job use. The contractor, however, shall have a set of 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.

205.07 CONSTRUCTION STAKES

The Contractor shall provide all control to follow all lines, grades, and measurement necessary to carry out the project as per the specifications. Any necessary construction control shall be established by a Licensed Professional Engineer or Land Surveyor licensed to practice in the State of Oklahoma.

205.08 MEASUREMENTS

Before ordering any material or doing any work, the contractor shall verify all measurements involved and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings, and any difference which may be found shall be submitted to the Engineer for consideration before proceeding with the work.

205.09 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 materials 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 substances during its delivery and handling shall not be used in the work.

205.10 MATERIALS AND WORKMANSHIP

The contractor shall submit samples of materials, finish, appliances, etc., when required by the Engineer, and all such samples must be approved by the Engineer in writing before the work is executed and work shall conform in all respects to the approved samples. Any work which does not conform to the approved samples will be rejected and shall be removed and replaced by work that does so conform.

205.11 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 in the Special Provisions. 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. Testing shall be done only on the written order of the Engineer on Test Order Forms provided by the City; unless otherwise provided in the Special Provisions or in the Material Details nothing in these specifications shall be construed as requiring a special number of tests to be made.

205.12 STORAGE OF MATERIALS

Materials shall be stored so as to ensure the preservation of their quality and fitness for the work. When directed by the Engineer they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.

205.13 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 portions 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 the 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 replacing of the covering 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 materials used without suitable supervision or inspection by the Engineer may be ordered removed and replaced at the contractor's expense.

205.14 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 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, after giving written notice to the contractor, shall 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 inexpedient to correct the work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefor.

205.15 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. The City shall give notice of observed defects with reasonable promptness.

205.16 FINAL INSPECTION

The Engineer shall make final inspection of all work included in the contract or any portion thereof as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Engineer at the time of each inspection, he shall inform the contractor as to the particular defects to be remedied before final acceptance can be made.

SECTION 206 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

206.01 LAWS TO BE OBSERVED

The contractor shall, at all times, observe and comply with all Federal and State Laws and City ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. The contractor and his surety shall defend, indemnify, and save harmless the City and all its officers, agents, employees and servants against any claims or liabilities arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

206.02 PERMITS AND LICENSES

The contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work except those established by ordinances in connection with paving removal and replacement.

206.03 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. It is mutually understood and agreed that without exception the contract prices shall include all royalties, license fees, or costs arising from patents, trademarks and copyrights in any way involved in the work. The contractor and the surety shall defend, indemnify and save harmless the 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 infringement or alleged infringement by reason of the use of any such patented design, device, material or process or any trademark or copyright used in connection with the work agreed to be performed under this contract, and shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the City for any such infringement or alleged infringement at any time during the prosecution or after the completion of the work contracted for herein. It is mutually agreed that the City may give written notice of any such suit to the contractor, and thereafter the contractor shall attend to the defense of the same and save and keep harmless the City from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgments and executions in any manner growing out of, pertaining to or connected therewith.

206.04 SANITARY PROVISIONS

The contractor shall establish and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work or any property, either public or private and such regulations as are required by the Engineer shall be put into effect immediately by the contractor. The necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the contractor and their use shall be strictly enforced by the contractor. All applicable municipal sanitary laws and regulations and those of the State of Oklahoma shall be strictly complied with.

206.05 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. The contractor shall make provisions, by bridges, or otherwise, at all cross streets, highways, sidewalks and private driveways for the free passage of vehicles and pedestrians, provided that, where bridging is impracticable or unnecessary, in the opinion of the Engineer, the contractor may make arrangements satisfactory to the Engineer for the diversion of traffic and shall, at his own expense, provide all materials and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. 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 bodes 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, except in case 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 monies 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.

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

206.06 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 delays in the construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, nor inconvenience occupants of adjoining property. If the street is occupied by street railway tracks, the work shall be carried on in such manner as not to interfere

with the operation schedule. 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.

206.07 BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, easement, right-of-way, or public place, the contractor shall furnish and erect such barricades, fences, lights, construction signs and danger signs, shall provide such watchmen and/or flagmen and shall take such other precautionary measures for the protection of persons or properties and of the work as are necessary.

Barricades and signage, and watchmen and/or flagmen shall conform to "Manual of Uniform Traffic Control (MUTCD)" as per quantity, quality, and location.

The contractor shall comply with all Federal and State Laws relating to safety.

The contractor shall furnish a contact person who is available and responsible twenty-four (24) hours, seven (7) days a week for traffic control, and/or construction signage. The contractor will furnish the name, phone number and street address of the contact person to the City Engineer, Chief of Police, and Fire Chief, Utility Superintendent and Public Works Superintendent. The contractor will respond to request concerning the project from any of the above persons.

Failure to respond to a request for assistance or materials by the contractor can result in action taken by the City under the direction of the engineer. The cost of such actions, taken by the City, may be deducted from monies due the contractor.

The contractor will be held responsible for all damages to the work due to failure of barricades, signs, lights and watchmen, flagmen to protect it, and evidence of such damage is found, 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 for the maintenance of barricades, signs and lights and for providing watchmen, flagmen shall not cease until the project shall have been accepted by the City.

Method of measurement will be based on a lump sum fee if listed in the detail proposal. The lump fee will be paid 60% upon start of the project, and 40% upon acceptance. If this item is not listed in the detailed proposal, the contractor shall recover cost associated with this work through other items listed in the detailed proposal.

Compensation for barricades, fences, lights, construction signage, danger signals, watchmen, and flagmen will be made at the contract unit price, as measured above, if listed in the detailed proposal.

206.08 USE OF EXPLOSIVES

Should the contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to endanger life or property, and the contractor shall carry on such work in accordance with the requirements of the section on Construction Details of these specifications and in compliance with applicable municipal ordinances and all laws of the State of Oklahoma. The contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than eight (8) hours in advance of any blasting which might damage their or his property along or adjacent to the work.

Wherever explosives are stored or kept, they shall be stored in a safe and secure manner, and all storage places shall be marked plainly "DANGEROUS EXPLOSIVES" and shall be under the care of a competent watchman at all times.

206.09 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, pavements, 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. He shall be responsible for all damage or injury to property of 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 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 for 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 monies due or to become due the contractor under his contract.

206.10 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 marks from any monies due or to become due the contractor.

206.11 RESPONSIBILITY FOR DAMAGE CLAIMS

The contractor and his surety shall defend, indemnify and save harmless the 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 recovered by any infringement of patent, trademark or copyright, 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 damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the City.

206.12 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 accounts, receipts, vouchers, bills of lading and other books or papers containing any evidence as to 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.

206.13 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 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 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.

206.14 TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing sewers have to 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 these drains, 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, pipes 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 sewers and connections 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, and in compliance with all State and Federal Regulations, so that no nuisance is created and that the work under construction will be adequately protected.

206.15 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

The contractor will not be required to pay for water supplied by the City for use on this project.

206.16 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 a municipality, unless duly authorized to do so by the municipality.

206.17 USE OF A SECTION OR PORTION OF THE WORK

Whenever, in the opinion of the Engineer, any portion of the work or any structure is in suitable condition, it may be put into use by the written order of the Engineer, and such usage shall not be held to be in any way an acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs and renewals on any section of the work so put into use, due to defective material or workmanship, to natural causes other than ordinary wear and tear or to the operations of the contractor shall be performed by and at the expense of the contractor.

206.18 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until written acceptance by the Engineer as provided for in these specifications, the work shall be under the charge and care of the contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the above causes before acceptance.

206.19 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 upon the Engineer or his authorized assistants, either personal or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

206.20 WAIVER OF LEGAL RIGHTS

Inspection by the Engineer or by any of his duly authorized representatives, any order, measurement, or certificate by the Engineer, any order by the City for the payment of money, any payment for or acceptance of any work or any extension of time or any possession taken by the City, shall not operate as a waiver of any provision 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 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.

206.21 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.

206.22 COMPENSATION AND DEATH LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Death Liability Insurance. 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 Death Liability Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work, work under this contract at the site of the project which is not protected under the 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.

206.23 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

"Any insurance or bond required by the Public Competitive Bidding Act of 1974 (House Bill 1665) shall be secured by an insurance or indemnity carrier licensed to do business in the State of Oklahoma. The Contractor shall name the City, together with its engineers, as an additional insured under any liability and workmen's compensation insurance required by the act."

The Contractors insurance coverage shall be not less than the following:

- (a) Statutory Workmen's Compensation
- (b) Contractor's Public Liability and Property Damage--
 - Bodily Injury:
 - each person-----\$ 500,000
 - each accident-----\$1,000,000
 - Property Damage:
 - each accident-----\$ 200,000
 - aggregate-----\$1,000,000
- (c) Automobile Public Liability and Property Damage--
 - Bodily Injury:
 - each person-----\$ 500,000
 - each accident-----\$1,000,000
 - Property Damage:
 - Each person-----\$ 200,000
 - each accident-----\$1,000,000

206.24 PROOF OF CARRIAGE OF INSURANCE

The contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

206.25 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the contractor, if required, shall deliver to the City a complete release of all liens arising out of this contract, or receipts paid in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all labor and materials for which a lien could be filed; but the contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

SECTION 207 - PROSECUTION AND PROGRESS

207.01 SUBLETTING OF WORK

The City will not recognize any sub-contractor 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. The contractor shall not employ any sub-contractor on the work without prior written approval of the Engineer and the City Manager.

207.02 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 Council, 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 his right, title or interest therein or any part thereof to any person or persons, partnership, 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 monies 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.

207.03 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, or within ten (10) days after a work order is issued by the City Engineer, 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. The sequence of all construction operations shall at all times be as directed by or approved by the Engineer. 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.

207.04 LIMITATIONS 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 sections on which work is in progress before work is started on any additional section.

207.05 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. Should the contractor continue to employ or again employ such person or persons without the written consent of the Engineer, then the Engineer may suspend the 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 by the 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 of Bethany, Oklahoma, 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. 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 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.

207.06 DAY'S WORK: WORKING HOURS

Work shall be done only during regular and commonly accepted and prescribed working hours. No work shall be done nights, but Saturdays, Sundays, or municipal holidays will be acceptable workdays. Eight (8) hours shall constitute a day's work, and the contractor shall observe all state laws and applicable municipal ordinances governing the hours of work.

207.07 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 is made in the manner hereinafter specified.

207.08 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 Council. In adjusting the contract time for the completion of the project, 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 amounts 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.

207.09 FAILURE TO COMPLETE WORK ON TIME

The time of completion is the essence of 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 increased 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 monies to be paid the contractor under the conditions of the contract.

| <u>Amount of Contract</u> | <u>Amount of Liquidated Damages per Day</u> |
|--|---|
| Less than \$5,000.00 | \$ 160.00 |
| \$5,000.00 and less than \$15,000.00 | 160.00 |
| \$15,000.00 and less than \$25,000.00 . . . | 160.00 |
| \$25,000.00 and less than \$50,000.00 . . . | 160.00 |
| \$50,000.00 and less than \$100,000.00 . . . | 160.00 |
| \$100,000.00 and less than \$250,000.00 . . | 320.00 |
| \$250,000.00 and less than \$500,000.00 . . | 350.00 |
| \$500,000.00 and over | 400.00 |

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.

207.10 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.

207.11 SUSPENSION OF WORK AND ANNULMENT OF CONTRACT

The work or any portion of the work under contract shall be suspended immediately on written order of the Engineer or the City Council, a copy of such notice to be served upon the contractor's surety, or the contract may be annulled by the Trustees for any good cause or causes, among others of which special reference is made to the following:

- (a) Failure of the contractor to start the work within the time limit specified.
- (b) Substantial evidence that the progress being made by the contractor is insufficient to complete the work within the specified time.
- (c) Failure of the contractor to provide sufficient and proper equipment for properly executing the work.
- (d) Deliberate failure on the part of the contractor to observe any requirements of these specifications or to comply with any orders given by the Engineer, as provided for in these specifications.
- (e) Failure of the contractor promptly to make good any defects in materials or workmanship or any defects of any other nature, the correction of which has been directed in writing by the Engineer.
- (f) Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of work under contract.

When work is suspended for any one of the causes itemized above, or for any other cause or causes, the contractor shall discontinue the work or such part thereof as the City Council shall designate, whereupon the surety may, at its option, assume the contract or that portion thereof which the City Council has ordered the contractor to discontinue and may, with the written consent of the Engineer, approved by the City Council, sublet the work or portion of the work so taken over, provided, however, that the surety shall exercise its option, if at all, within two (2) weeks after the written notice to discontinue work has been served upon the contractor and upon the surety or its authorized agent. The surety, in such event, shall assume the contractor's place in all respects and shall be paid by the City for all work performed by it in accordance with the terms of the contract, and if the surety, under the provisions hereof, shall assume said entire contract, all monies remaining due the contractor at the time of his default, shall be due and payable to the surety, subject to all terms of the contract.

In the event the surety does not, within the time hereinbefore specified, exercise its right and option to assume the contract, or that portion thereof which the City Council has ordered the contractor to discontinue, then the City shall have the power to complete, by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary, and the contractor hereby agrees that the City shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the contractor for the purpose of his work and to procure other tools, equipment and materials for the completion of same, and to charge to the account of the contractor the expense of said contract for labor, materials, tools, equipment and expenses incidental thereto. The expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due the contractor under and by virtue of the contract or any part thereof. The City shall not be required to obtain the lowest bid for the work of completing the contract but the expense to be deducted shall be the actual cost of such work. In case such expense is less than the sum

which would have been payable under the contract, if the same had been completed by the contractor, the balance shall operate as liquidated damages, as hereinabove set out. In case such expense shall exceed the amount which would have been payable under the contract, if the same had been completed by the contractor, then the contractor and his surety shall pay the amount of such excess to the City on notice from the City Council of the excess so due. When any particular part of the work is being carried on by the City by contract or otherwise under the provisions of this Section, the contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as in no way to hinder or interfere with the performance of workmen employed as above provided by the City.

207.12 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 been made by the City.

SECTION 208 - MEASUREMENT AND PAYMENT

208.01 MEASUREMENT OF QUANTITIES

The determination of quantities of work acceptably completed under the terms of the contract or as directed by the Engineer, in writing, will be made by the Engineer, based on measurements taken by him or his assistants. The measurements will be taken according to the United States Standard Measurements. When materials are measured in the vehicle, the measurement will be taken at the point of delivery. When required by the Engineer, the capacity of all vehicles shall be plainly marked on each vehicle, and the capacity or markings shall not be changed without permission of the Engineer.

208.02 SCOPE OF PAYMENT

The contractor shall receive and accept the compensation as herein provided in full payment for furnishing all labor, materials, tools, equipment and incidentals; for performing all work contemplated and embraced under the contract; for all loss of damage arising out of the nature of the work or from the action of the elements; for any unforeseen defects or obstructions which may arise or be encountered during the prosecution of the work and before its final acceptance by the Engineer; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights and for completing the work in an acceptable manner according to the plans and specifications.

The payment of any current or partial estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgement of the acceptance of the work, nor in any prejudice or effect the obligation of the contractor to repair, correct, renew, or replace at his expense, and defects or imperfections in the construction of the work or in the strength or quality of the materials used in the construction of the work under contract and its appurtenances, nor any damage due to or attributable to such defects, which reflects imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections or damage and the contractor shall be liable to the City for failure to correct the same as provided for herein. On or before the 25th day of each month, the Engineer will make an estimate of the value of the work done during that month under these specifications. Whenever the said estimate or estimates or work done since the last previous estimate exceed one hundred dollars (\$100.00) in amount, ninety (90%) percent of such estimated sum up to 50% of contract will be paid the contractor on or before the 15th day of the month next following. When over 50% of the contract is completed, 95% will be paid. The contractor shall furnish to the Engineer such detailed information as he may request to aid him as a guide in the preparation of the monthly estimate.

208.03 PAYMENT FOR EXTRA WORK

The extra work done by the contractor as authorized and approved by the Engineer and the City Council, will be paid for in the manner hereinafter described and the compensation thus provided shall be accepted by the contractor as payment in full for all labor, materials, tools, equipment and incidentals, and all superintendent's and timekeeper's 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 Council 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 one City Council before said work is commenced, subject to all other conditions of the contract.
- (c) The actual cost, including labor, materials, tools, equipment and field supervision of such extra work plus fifteen (15%) percent; which fifteen (15%) per cent is hereby understood and agreed to include all overhead expense and profits when agreed upon in writing by the Engineer and the contractor, and approved by the City Council before said work is commenced; subject to all other conditions of the contract.

The contractor shall, on or before the 10th 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.

208.04 PAYMENTS WITHHELD

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the City from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating problem filing of claims.
- (c) Failure of contractor to make payments properly to subcontractors or for materials or labor.
- (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (e) Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

208.05 STATE TAX

The contractor will be responsible for and bear the expense of all Sales Tax and other State tax pertaining to this project; the cost of such tax being included in his original bid.

208.06 ACCEPTANCE AND FINAL PAYMENT

Whenever the improvement provided for by the contract shall have been completely performed on the part of the contractor, satisfactory maintenance bond filed, and all parts of the work have been approved by the Engineer and accepted by the City, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the contractor as soon as practicable after the final acceptance, provided the contractor has furnished to the City satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for the purpose of such improvement have been paid or that the person or persons to whom the same may respectively be due have consented to such final payment.

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 to or connected with the contract.

208.07 FINAL MEASUREMENT AND FINAL ESTIMATES

Final measurements will be taken and final estimates compiled as soon as work has progressed to a point where the final measurements may be taken accurately.

SCOPE OF WORK

These proposals are for the excavation, transportation, and disposal of the lime sludge contained in the north sludge lagoon pit associated with the Bethany Water Treatment Plant, 8308 NW 50th Street, Bethany, Oklahoma. Approximate geo referenced coordinates of the project are latitude 35°31'04" N and longitude 97°39'46" W.

The successful proposal will provide for all labor, materials, tools, and equipment necessary to fully excavate, transport, and dispose of the dried lime sludge. The quantity of sludge is estimated at 16,000 cubic yards ±500 cubic yards. Excavation to the bottom and sides of the north lime pit, should fully expose the soil level as a means of judging full excavation during the removal process. Any bank or area removed or damaged during the excavation must be replaced/repared by contractor.

The contractor must describe the proposed method of excavation and make that description part of the bidder's proposal.

BID DOCUMENTS

In order to be considered complete, the bid package must contain:

1. Complete Bidder's Proposal Form
2. Bid Bond (Not required for bids less than \$50,000)
3. Bidder's Executed Non-Collusion Affidavit
4. Bidder's Business Relationships Affidavit
5. Bidder's Executed Declaration

Omission of any required form/document will result in an immediate bid disqualification

BIDDER'S PROPOSAL FORM

LIME SLUDGE EXCAVATION AND REMOVAL (PROJECT NO. WTP 26-02)

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____ and doing business as _____ (Corporation, Partnership, Sole Proprietorship). To the City of Bethany (hereinafter called "Owner").

Bidder agrees to provide the following labor, materials, equipment, or supplies which are described in detail in the Bid Specifications on file in the office of the City Clerk of the City of Bethany for the following unit prices or lump sum:

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL COST |
|------|---|------|--------------------|------------|------------|
| 1 | Provide all labor, materials, tools, and equipment to complete the Lime Sludge Excavation and Removal project as described in the specifications and bid documents. | LS | 1 | | |

NOTE: BIDDER MUST ATTACH A DESCRIPTION OF THE PROPOSED EXCAVATION METHOD

TOTAL BID (ITEM ONE (1) ONLY):

_____ Dollars \$ _____
 WORDS FIGURES

Signature

Firm Name

Title

Address

Employer I.D. No.

Address

(SEAL) if bid is by a corporation

Telephone Number

ATTEST:

Secretary/Witness

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety, are hereby
held and firmly bound unto _____
as OWNER in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly
and severally bind ourselves, successors, and assigns.
Signed, this ____ day of _____, 20____. The Condition
of the above obligation is such that whereas the Principal has submitted
to _____
certain BID attached hereto and hereby made a part hereof to enter into
a contract in writing, for the

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishings materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void,

otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension. IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

ATTEST: (If by Corporation)

Surety

BY: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF)
)SS
COUNTY OF)

I _____, of lawful age, being first duly sworn on oath says, that he/she 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 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 exist, affiant should so state.)

Signature

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

Notary Public

My Commission Expires:

BIDDER'S DECLARATION

Bidder understands, agrees, and warrants:

1. That bidder has carefully read and fully understands the full scope of these specifications.
2. That bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
3. That any materials or equipment proposed in this bid meet published specifications.
4. That this bid may be withdrawn by requesting in writing at any time prior to **2:00 p.m., Central Standard Time, February 2, 2026**, but may not be withdrawn after such date and time.
5. That the City reserves the right to reject any or all bids and to accept that bid which will, in its best opinion, best serve the public interest. The City reserves the right to waive any technicalities and formalities in the bidding.
6. That by submission of this bid, the bidder acknowledges the right of the City to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the Bidder.
7. That a cashier's check, certified check, or bid bond in the sum of 5% of the bid amount, payable to the City of Bethany, must be submitted with the bid and is attached hereto (***Bid surety will not be required for bids less than \$50,000***). Said sum will be held by the City of Bethany as a guarantee securing the obligations Bidder agrees to assume in the bid and will be returned to the unsuccessful bidder within ten (10) days after the agreement has been executed with the successful bidder, or after all bids have been rejected. In the event this bid is accepted by the City of Bethany and the Bidder fails to meet the terms thereof, said sum shall be forfeited by Bidder and retained by the City of Bethany as liquidated damages.

Bidder: _____

Signature & Title: _____

(Affix seal if applicable)

(If a partnership, a general partner must sign; if a corporation, an authorized corporate officer must sign and affix the corporate seal to this document)

CONTRACT DOCUMENTS

The successful bidder will be required to complete and execute the following documents as a requirement of the contract award:

- Contract (in triplicate)
- Insurance Requirements (provide proof of insurance)
- Contractor's Affidavit
- Time of Essence/Liquidated Damages for Delay
- Performance Bond*
- Statutory Bond*
- Certificate of Non-discrimination
- Hold Harmless Clause
- Contractor Certification (immigration)

Also:

- A Non-Collusion Affidavit will be required for any invoice or payment request greater than \$25,000
- An Extension of Time Request will be required if partial payments are requested
- A Release of Claimants will be required at the conclusion of the project.

CONTRACT

This Contract and Agreement made and entered into this _____ day of _____, 20____, by and between the City of Bethany, Oklahoma, party of the first part, hereinafter termed "City", and _____ party of the second part, hereinafter termed "Contractor".

(Insert Company Contractor Name)

WITNESSETH:

WHEREAS, City has caused to be prepared in accordance with law, certain plans, specifications, and other bidding documents for the work hereinafter described, and has approved and adopted all of said bidding documents, and has caused Solicitations for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor, materials, equipment, or supplies for:

Lime Sludge Excavation and Removal – Project Number WTP 26-02

As outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to City, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, City, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and determined and declared the above-named Contractor to be the lowest, responsible and responsive bidder on the above-described project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit:

(State Prices) _____

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, equipment, or supplies required to perform and complete said work in strict accordance with this Contract, plans, and specifications, all of which documents are on file in the office of the City Clerk of the City of Bethany, Oklahoma, and are made a part of this Contract as fully as if the same were herein set out at length with the following additions and or exceptions: (If none, so state)
-
-

2. The City shall make payments to the Contractor in the following manner: On or about the first day of each month, the agency engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to

the agency engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature.

3. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the agency engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the City.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.

4. The sworn, notarized Contractor's Affidavit must be signed and notarized before this contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three duplicate originals, the day and year first above written.

CONTRACTOR

CITY OF BETHANY, Acting by and through the Mayor:

By: _____

By: _____

Attest: _____

Attest: _____

City Clerk

(Title)

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

INSURANCE REQUIREMENTS

Name of Insured _____

Description of Work _____

| Kind of Insurance | Minimum Coverage | Expected Dates Coverage Needed | |
|--|---------------------|-----------------------------------|-------|
| | | From | To |
| Workmen's Compensation | Legal Amount | _____ | _____ |
| General Public Liability and Property Damage, Including Vehicle Coverage | | | |
| Bodily Injury-Each Person | \$ 500,000 | _____ | _____ |
| Bodily Injury-Each Accident | \$1,000,000 | _____ | _____ |
| Property Damage-Each Person | \$ 200,000 | _____ | _____ |
| Property Damage-Aggregate Limit | \$1,000,000 | _____ | _____ |
| Builder's Risk (if required) | Full Coverage | _____ | _____ |

Note: This covers all motor driven vehicles such as cars, trucks, graders, etc.

In the event of any material change or cancellation of said policies, the company will give fifteen (15) day written notice to City of Bethany, Owner.

Statements such as "will endeavor" and "but failure to notify owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

Coverage shall be indicated by checking all boxes applicable. Insurance shall cover any hazards involved with the planned construction. Special coverage for blasting operations shall be listed separately on the certificates.

The owner shall be listed as the certificate holder.

TIME OF ESSENCE
LIQUIDATED DAMAGES FOR DELAY

Time is of the essence of this contract and all deliveries be must be completed within sixty (60) (calendar)(~~working~~) days from the date a "Notice of Award" or purchase order is given to the contractor by the City. If the contractor fails to fully complete this contract on or before the time above specified, then and in that event, for each calendar day this contract shall remain uncompleted, owner is authorized to deduct the sum of _____ from the contract price hereinabove specified and retain said amount as payment to the City from contractor for liquidated damages sustained by reason of failure of contractor to complete the contract on or before the date specified above. The contractor and City agree that the actual amount of damages to be suffered by the City by virtue of any delay is difficult to ascertain and the above amount of liquidated damages is agreed to be reasonable.

PROVIDED if completion of this contract is delayed by the City, by acts of God, labor strikes, or casualty beyond the contractor's control, then in such event the time of completion of this contract shall be extended for an additional period of time equal to the amount of time lost due to such delay,

PROVIDED that the contractor shall at the time of such delay request of the owner, in writing, such additional time in which to complete the contract.

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

Signature

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared _____, to me known as the identical person who signed the name as the maker thereof to the within and foregoing instrument _____, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

My Commission Expires:

Notary Public

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and
_____, a corporation organized under the laws
of the State of Oklahoma, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly
bound unto City of Bethany in the penal sum of _____
(State or Other Entity)
Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and
truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and
assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with City of Bethany, dated
(State or Other Entity)
_____, 20____, for

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of

City Clerk, City of Bethany, PO Box 219, 6700 NW 36th, Bethany, OK 73008
(Name and Address of Agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide
by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon
said Principal by the terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause
to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or
otherwise; and if said Principal shall protect and save harmless said City of Bethany from all loss, damage, and
(State or Other Entity)

expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save City of Bethany harmless
(State or Other Entity) from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and 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.

Principal:

ATTEST:

By _____
President

(CORPORATE SEAL)

(If Corporation) SECRETARY

Surety:

ATTEST:

By _____
Attorney-in-Fact

(SURETY SEAL)

Approved as to form and legality this _____ day of _____, 20_____.

CITY ATTORNEY

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto _____, *(State or Other Entity)* in the penal sum of _____ Dollar \$_____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 20_____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with _____ *(State or Other Entity)* dated _____, 20_____, for

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of

(Name and Address of Agency)

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said contract 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 alternations 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 corporation seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

By _____
President

ATTEST

(CORPORATE SEAL)

(If Corporation) SECRETARY

Surety:

ATTEST:

By _____
Attorney-in-Fact

(SURETY SEAL)

Approved as to form and legality this _____ day of _____, 20____.

CITY ATTORNEY

CERTIFICATE OF NONDISCRIMINATION

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

- A. The Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry or physical handicap. The Contractor shall take affirmative action to insure that employees are treated without regard to their age, race, creed, color, national origin, sex, ancestry or physical handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer of pay or other forms of compensation and selection for training including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment notices to be provided by the Secretary of the City of Bethany, Oklahoma setting forth provision of this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be cancelled or terminated by the Authority. The Contractor may be declared by the Authority ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

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

Contractor

ATTEST:

Secretary/Witness

CONTRACTOR CERTIFICATION

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an alien knowing the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the City. After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U. S. Government.

Contractor will retain and make available for inspection by the City, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the City. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the City then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified to in this paragraph.

Signed under penalty of perjury on _____ 20____.

Contractor

By: _____
Owner or Authorized Officer

EXTENSION OF TIME REQUEST

(to be submitted with each partial payment application)

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

DESCRIPTION OF CONTRACT: _____

EXTENSION OF CONTRACT TIME REQUIRED? YES ____ NO ____

TOTAL OF EXTENSION TIME REQUESTED: _____

If yes, give reason: _____

SIGNATURE – CONTRACTOR

CONSULTING ENGINEER

APPROVED: _____ REJECTED: _____

REASON: _____

SIGNATURE

DATE

RELEASE OF CLAIMANTS

(To be submitted at the conclusion of the project)

Date _____

Project _____

Dear Sir:

I hereby acknowledge receipt of _____
_____ Dollars (\$ _____) in
full payment of my contract dated _____ for
improvement work that I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all
labor employed in the performance of this contract and that there are
no claims against me as an employer under this contract on account of
injuries sustained by workmen employed by me thereunder. I hereby
release you from any claims arising by virtue of this contract.

WARNING

The making of any false statement or misrepresentation herein may be a
crime punishable under Title 18 U.S.C. §1001 which provides in part:
"Whoever, in any matter within the jurisdiction of any department or agency
of the United States knowingly and willfully ... makes any false, fictitious or
fraudulent statements or representation, or makes or uses any false writing
or document knowing the same to contain any false, fictitious or fraudulent
statement or entry, shall be fined not more than \$10,000 or imprisoned not
more than five years, or both".

Sincerely,

Contractor

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;

NOTICE: On Thursday, December 11, 2025, at or before 4:59 p.m., agenda was posted at 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, DECEMBER 16, 2025

6:30 P.M.

| | | |
|------------------|------------------|-------------------------|
| MEMBERS PRESENT: | Amanda Sandoval | Chairman |
| | Chris Powell | Trustee |
| | Aja Triana | Trustee |
| | Kathy Larsen | Trustee |
| | Chandra Ford | Trustee |
| | Brian Magirowsky | Trustee |
| | Burt Falkner | Trustee |
| | Ken Smart | Trustee |
| MEMBERS ABSENT: | Peter Plank | Vice-Chairman |
| OTHERS PRESENT: | Elizabeth Gray | City Manager |
| | Ray Jones | City Attorney |
| | Michael Vaughn | City Clerk/Treasurer |
| | Lesa LaMar | Deputy City Clerk |
| | Steve Manek | TEIM Design Engineer |
| | Brett Crecelius | Community Dev. Director |
| | (See Roster) | |

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 7:45 P.M.

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

- A. APPROVAL OF MINUTES FROM DECEMBER 2ND, 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.**

A motion was made by Trustee Magirowsky, seconded by Trustee Triana to approve the consent docket. Yes votes: Smart, Falkner, Larsen,

Magirowsky, Triana, Plank, Sandoval, Powell. 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 JANUARY 6, 2026**.

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 7:46 P.M. until January 6, 2026.

CHAIRMAN

SECRETARY

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: December 31, 2025
Subject: Claims list for the 01/06/2026 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

| FUND | AMOUNT |
|------------------------|-------------|
| Bethany Hospital Trust | \$ - |
| TOTAL | \$ - |

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

| FUND | AMOUNT |
|--------------------------------|----------------------|
| General Operations Fund | \$ 80,492.32 |
| Bethany Public Works Authority | \$ 161,988.21 |
| Bethany Hospital Trust | \$ - |
| Bethany Development Authority | \$ - |
| TOTAL | \$ 242,480.53 |

RECOMMENDATION

1. Approve claims as presented.



NOTICE: On Thursday, December 11, 2025, at or before 4:59 p.m., agenda was posted at City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY DEVELOPMENT AUTHORITY

BETHANY CITY HALL

TUESDAY, DECEMBER 16, 2025

6:30 P.M.

| | | |
|------------------|------------------|-------------------------|
| MEMBERS PRESENT: | Amanda Sandoval | Chairman |
| | Chris Powell | Trustee |
| | Aja Triana | Trustee |
| | Kathy Larsen | Trustee |
| | Chandra Ford | Trustee |
| | Brian Magirowsky | Trustee |
| | Burt Falkner | Trustee |
| | Ken Smart | Trustee |
| MEMBERS ABSENT: | Peter Plank | Vice-Chairman |
| OTHERS PRESENT: | Elizabeth Gray | City Manager |
| | Ray Jones | City Attorney |
| | Michael Vaughn | City Clerk/Treasurer |
| | Lesa LaMar | Deputy City Clerk |
| | Steve Manek | TEIM Design Engineer |
| | Brett Crecelius | Community Dev. Director |
| | (See Roster) | |

Chairman Sandoval called the Bethany Development Authority meeting to order at 7:46 P.M.

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

- A. APPROVAL OF MINUTES FROM DECEMBER 2, 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.**

A motion was made by Trustee Magirowsky, seconded by Trustee Triana to approve the consent docket. Yes votes: Larsen, Smart, Sandoval, Falkner, Magirowsky, Ford, Powell, Triana. 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 JANUARY 6, 2026**.

Chairman Sandoval adjourned the Bethany Development Authority meeting at 7:46 P.M. until January 6, 2026.

CHAIRMAN

SECRETARY

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: December 31, 2025
Subject: Claims list for the 01/06/2026 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

| FUND | AMOUNT |
|-------------------------------|-------------|
| Bethany Development Authority | \$ - |
| TOTAL | \$ - |

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

| FUND | AMOUNT |
|--------------------------------|----------------------|
| General Operations Fund | \$ 80,492.32 |
| Bethany Public Works Authority | \$ 161,988.21 |
| Bethany Hospital Trust | \$ - |
| Bethany Development Authority | \$ - |
| TOTAL | \$ 242,480.53 |

RECOMMENDATION

1. Approve claims as presented.

