
On Thursday, July 30, 2026, 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, AUGUST 4, 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, the 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 July 21, 2026, 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 Minutes from the July 24, 2026, Special Called Meeting.
 - D. Public Improvement-Routine Item: Acceptance of Oklahoma Department of Environmental Quality (ODEQ) Permit No. WL000055260551 for the construction of 1,500 linear feet of six (6) inch PVC potable water line, 957 linear feet of eight (8) inch potable water line and all appurtenances to serve the West Oak Village, Oklahoma County, Oklahoma.
 - E. Public Improvement-Routine Item: Acceptance of Oklahoma Department of Environmental Quality (ODEQ) Permit No. SL000055260550 for the

construction of 2,427 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the West Oak Village, Oklahoma County, Oklahoma.

4. Presentation of the Fiscal Year 2024-2025 Audit Report and Performer from Crawford and Associates. *(Michael Vaughn, Finance Director)*
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. Proposed Capital Improvement Plan *(Elizabeth Gray, City Manager)*
 - A. Presentation of proposed Capital Improvement Plan by TEIM Design.
 - B. Discussion, consideration, and possible approval of Capital Improvement Plan.
7. Consideration and possible approval of Resolution No. 1742, a resolution approving to hold city sponsored Independence Day parade and fireworks on the Fourth of July unless the holiday falls on a Sunday in which case the events would be held on Saturday, the Third of July.
8. Consideration and possible adoption of Resolution No. 1743, a resolution approving a grant application to the Association of Central Oklahoma Governments (ACOG) for the CERI 2026 grant program. *(Elizabeth Gray, City Manager)*
9. Consideration and possible approval of the purchase of playground equipment and installation for Ripper Park from Happy Playgrounds in an amount not to exceed \$60,948.00 *(Elizabeth Gray, City Manager)*
10. Consideration and possible approval to advertise the on-call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services. *(Elizabeth Gray, City Manager)*
11. Consideration and possible approval to advertise the on-call services contract for Water and Wastewater Repair Services. *(Elizabeth Gray, City Manager)*
12. Consideration and possible approval of updated Purchasing Manual. *(Elizabeth Gray, City Manager)*
13. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as "matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda")*.
14. City Attorney's Report.

15. City Manager's Report.

A. Financial Report (*postponed from 7/21/26 regular council meeting*)

16. Mayor and Council Members Comments and Suggestions.

17. Adjourn until August 18, 2026.

BETHANY PUBLIC WORKS 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, the 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. Consent Docket:

A. Approval of Minutes from the July 21, 2026, 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.

2. Consideration and possible Approval to advertise the on-call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services. (*Elizabeth Gray, City Manager*)

3. Consideration and possible approval to advertise the on-call services contract for Water and Wastewater Repair Services. (*Elizabeth Gray, City Manager*)

4. 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"*).

5. Adjourn until August 18, 2026.

BETHANY HOSPITAL TRUST

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, the 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. Consent Docket:

A. Approval of Minutes from the July 21, 2026, 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.
- 2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
- 3. Adjourn until August 18, 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, the 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. Consent Docket:
 - A. Approval of Minutes from the July 21, 2026, 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.
- 2. New Business *(As defined by the Oklahoma Open Meeting Act § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).*
- 3. Adjourn until August 18, 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, July 16, 2026, 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

TUESDAY, JULY 21, 2026

6:30 P.M.

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

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 Vice-Mayor Smart.
The Flag Salute was conducted by Vice-Mayor Smart.

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

A. APPROVAL OF MINUTES FROM THE JULY 7, 2026, REGULAR MEETING.

- B. APPROVAL OF CLAIMS: THESE CLAIMS HAVE BEEN FOUND TO BE IN ORDER BY STAFF AND PROPER AS TO FORM AND PROCEDURE AND ARE RECOMMENDED FOR PAYMENT. A COPY OF THE CLAIMS LIST IS INCLUDED IN THE AGENDA PACKET.**
- C. PUBLIC IMPROVEMENT-ROUTINE ITEM: ACCEPT SNU PRAYER CHAPEL 6-INCH FIRE HYDRANT LINE AND APPURTENANCES AS A PUBLIC IMPROVEMENT AND PLACE MAINTENANCE BOND INTO EFFECT.**
- D. APPROVAL OF BUDGET AMENDMENT 27-3.**

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

ITEM NO. 4 on the agenda PRESENTATION, CONSIDERATION, AND POSSIBLE APPROVAL TO ACCEPT THE FISCAL YEAR 2024-2025 AUDIT REPORT FROM CRAWFORD AND ASSOCIATES. (MICHAEL VAUGHN, FINANCE DIRECTOR)

Finance Director Vaughn presented the audit due to a scheduling conflict with Crawford and Associates. He informed the council members that Crawford and Associates would be at the next meeting to answer any questions.

FINANCE DIRECTOR VAUGHN EMPHASIZED THE FOLLOWING SECTIONS OF THE AUDIT:

- 1. AUDITORS OPINIONS ON PAGE 2- accurate financials that fairly present all of our financial position.
- 2. FINANCIAL HIGHLIGHTS ON PAGE 10- The city's net position increased by 6.3 million from the prior year. Expenses for government activities were 16.2 million and funded by program revenues of 6.9 million and further funded with taxes and other general revenues that total 11.6 million.
- 3. JOINT VENTURE (BETHANY-WARR ACRES PUBLIC WORKS AUTHORITY) ON PAGE 33- Last year there was a reported loss on that venture and this year 2025 we have \$667,160 gain. Due to increased investments in that joint venture.
- 4. BUDGETARY COMPARISON SCHEDULES ON PAGE 67- column 3 the actual amounts at the bottom ending budgetary fund balance of \$5,293,366. See Exhibit "A" Financial Summary for 2026 budget look at column 3, fund balance carry over for the next year the estimate was \$5,214,198.

A motion was made by Vice-Mayor Smart, seconded by Council Member Larsen to accept the fiscal year 2024-2025 audit report from Crawford and Associates. Yes votes:

Triana, Plank, Ford, Powell, Sandoval, Smart, Magirowsky, Larsen. No votes: None. Motion approved.

ITEM NO. 5 on the agenda was **PUBLIC COMMENT - ANY PERSON WISHING TO ADDRESS THE COUNCIL DURING PUBLICCOMMENT 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.)**

1. Alamtaj Rasitti- 6907 NW 69 Street, Bethany- Tree pick up excessive cost.
2. Heather DeCamp- 7009 NW 59th St., Bethany- Industrial Overlay District.

ITEM NO. 6 on the agenda was the **DISCUSSION AND POSSIBLE ACTION ON RECOMMENDATION FROM PLANNING AND ZONING TO AUTHORIZE THE CREATION OF AN INDUSTRIAL OVERLAY DISTRICT ORDINANCE FOR THE AREA DESIGNATED IN THE COMPREHENSIVE PLAN AS AN INDUSTRIAL SECTOR NEAR THE AIRPORT WITH REFERRAL TO PLANNING AND ZONING FOR THE DEVELOPMENT OF A PROPOSED ORDINANCE FOR CONSIDERATION BY THE CITY COUNCIL. (RAY JONES, CITY ATTORNEY) (TABLED FROM THE JUNE 16, 2026 REGULAR COUNCIL MEETING.)**

There was much council discussion on this matter. Council Member's discussed how this could help control what comes into the area and to insure there is as little impact as possible to the residence in the area. The council shared 3 Real Estate & Neighboring Impact reports that have been added to the minutes as Exhibit "B".

A motion was made by Council Member Larsen, seconded by Council Member Triana reading " In effort to provide redevelopment and/or economic growth along the Rockwell corridor between NW 50th and NW 63rd, we hereby submit to Planning & Zoning to develop a PID giving thoughtful, low-impact redevelopment along Rockwell without any unrestricted industrial zoning. Any overlay should be narrow, project-specific and written so as to protect existing neighborhoods as a requirement. Seeking to improve the corridor while protecting the people should be priority. Yes votes: Plank, Larsen, Powell, Sandoval, Smart, Triana, Magirowsky, Ford. No votes: None. Motion approved.

ITEM NO. 7 on the agenda was the **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1741, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE FISCAL YEAR 2027 MANUAL OF FEES, WHICH ESTABLISHES THE FEES AND COSTS CHARGED BY THE CITY OF BETHANY, OKLAHOMA; AUTHORIZING PERIODIC ADJUSTMENT AS NECESSARY BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE OF JULY 1, 2026. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Powell, seconded by Mayor Sandoval to approve the 2027 Manual of Fee's with the exception of the residential late fee to remain at \$10.00. Yes votes: Triana, Larsen, Ford, Magirowsky, Plank, Smart, Sandoval, Powell. No votes: None. Motion approved.

ITEM NO. 8 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF ORDINANCE NO. 2095, AN ORDINANCE ADOPTING THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND AMENDING SECTION 98.001, REGULATING AND GOVERNING THE MAINTENANCE OF PROPERTY WITHIN THE CITY LIMITS OF BETHANY; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT THEREWITH. (RAY JONES, CITY ATTORNEY)**

A. PRESENTATION BY STAFF AND/OR INTERESTED PARTY.

City Manager Gray informed the council that we are currently operating out of the 2012 edition.

B. CONSIDERATION AND POSSIBLE ACTION TO APPROVE OF ORDINANCE NO. 2095, ON READING BY TITLE ONLY.

A motion was made by Council Member Plank, seconded by Vice-Mayor Smart to approve Ordinance No. 2095 on Reading by Title Only. Yes votes: Plank, Larsen, Powell, Sandoval, Smart, Triana, Magirowsky, Ford. No votes: None. Motion approved.

C. MOTION TO APPROVE SECTIONS 1-4 OF ORDINANCE NO. 2095.

A motion was made by Council Member Plank, seconded by Council Member Magirowsky to approve Section 1-4 of Ordinance No. 2095. Yes votes: Sandoval, Magirowsky, Powell, Plank, Ford, Larsen, Triana, Smart. No votes: None. Motion approved.

D. MOTION TO APPROVE SECTION 5 OF ORDINANCE NO. 2095, THE EMERGENCY SECTION.

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Section 5 of Ordinance No. 2095, the Emergency Section. Yes votes: Larsen, Powell, Ford, Magirowsky, Plank, Smart, Sandoval, Triana. No votes: None. Motion approved.

ITEM NO. 9 on the agenda was **CITYWIDE PUBLIC WORKS PROJECTS UPDATE BY TEIM DESIGN. (ELIZABETH GRAY, CITY MANAGER)**

Steve Manek, with Teim Design presented a slide presentation on the completed projects, ongoing and upcoming projects. This presentation is included in the agenda packet.

ITEM NO. 10 on the agenda was **CONSIDERATION AND POSSIBLE APPROVAL OF TEIM DESIGN AS THE ENGINEER FOR THE NW 36TH STREET TRAIL PROJECT. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Magirowsky, seconded by Council Member Larsen to approve Teim Design as the Engineer for the NW 36th Street Trial Project. Yes votes: Powell, Magirowsky, Larsen, Triana, Ford, Sandoval, Plank, Smart. No votes: None. Motion approved.

ITEM NO. 11 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”)**.

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

City Attorney Ray Jones briefed the council on his work over the past two weeks.

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

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

ITEM NO. 14 on the agenda was **COUNCIL MEMBERS’ ANNOUNCEMENTS, COMMENTS, AND PROPOSALS.**

Each council member was given the opportunity to comment.

ITEM NO. 15 on the agenda was **ADJOURN UNTIL AUGUST 4, 2026.**

Mayor Sandoval adjourned the Bethany City Council meeting at 7:56 P.M. until August 4, 2026.

CITYCLERK

MAYOR

FINANCIAL SUMMARY

GENERAL FUND
FY 2026 FINANCIAL SUMMARY

	Actual FY 24	Budget FY25B	Estimate FY25E	Budget FY26
<u>Revenue</u>				
Carryover From Previous Year	\$ 6,783,712	\$ 5,891,580	\$ 6,214,000	\$ 5,214,198
Total Operating Revenue	10,586,574	10,679,188	10,376,516	10,485,552
Operating Transfer From Public Works	2,150,000	2,600,000	2,600,004	2,600,000
Transfers From Other Funds	5,020,472	193,894	5,073,050	5,119,156
Revenue Available for Appropriation	<u>\$ 24,540,758</u>	<u>\$ 19,364,662</u>	<u>\$ 24,263,570</u>	<u>\$ 23,418,906</u>
<u>Expenditures</u>				
Maintenance and Operations	\$ 11,207,831	\$ 12,564,600	\$ 11,379,447	\$ 12,627,695
Capital Expenditures	402,325	246,300	171,615	360,019
Contingency	96,200	470,000	-	418,395
Transfer CIP Pledged Sales Tax	0	1,123,120	-	-
Transfer to PWA - Pledged Sales Tax	5,971,789	-	5,932,310	5,932,310
Transfer to Capital Improvement Fund	-	-	-	-
Transfer To Other Funds	648,613	1,566,000	1,566,000	66,000
Total Expenditures and Transfers	<u>\$ 18,326,758</u>	<u>\$ 15,970,020</u>	<u>\$ 19,049,372</u>	<u>\$ 19,404,419</u>
FB Carryover to Next Fiscal Year	<u>\$ 6,214,000</u>	<u>\$ 3,394,642</u>	<u>\$ 5,214,198</u>	<u>\$ 4,014,487</u>
Restricted Funds	<u>\$ (1,456,835)</u>	<u>\$ (1,456,835)</u>	<u>\$ (1,456,835)</u>	<u>\$ (1,456,835)</u>
Capital Reserve	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Stabilization Reserve	<u>\$ (3,481,935)</u>	<u>\$ (1,937,807)</u>	<u>\$ (3,757,363)</u>	<u>\$ (2,557,652)</u>
Unreserved Unrestricted Fund Balance	<u>\$ 1,275,230</u>	<u>\$ 0</u>	<u>\$ -</u>	<u>\$ -</u>



July 17, 2026

Brett Crecelius
City of Bethany
6700 NW 36th Street
Bethany, OK 73008

Re: Proposed Industrial Overlay District

Dear Brett,

I understand the City of Bethany is considering the creation of an Industrial Overlay District for the properties located on the east side of Rockwell Avenue between NW 36th Street and NW 50th Street. I appreciate the City's willingness to evaluate ways to encourage investment and redevelopment while remaining sensitive to the surrounding residential neighborhoods.

From my understanding of the area, the majority of the properties fronting Rockwell Avenue are already zoned commercial, with residential neighborhoods located immediately to the east. Because these parcels have historically functioned as commercial properties and will continue to front and access Rockwell Avenue, I do not believe the proposed overlay, if properly structured, would materially affect the marketability or value of the adjacent residential properties.

An Industrial Overlay District could provide property owners with additional flexibility to attract investment and fill vacant or underutilized buildings while preserving the existing commercial corridor. The current commercial zoning has not always provided sufficient opportunities for redevelopment, and allowing carefully selected light industrial uses could make these properties more marketable without fundamentally changing the character of the area.

To ensure compatibility with the adjacent residential neighborhood, I recommend the following safeguards be incorporated into the overlay district:

- Limit permitted uses to light industrial, flex-space, research and development, technology, assembly, warehousing, and similar low-impact industrial uses.
- Prohibit heavy industrial operations, outdoor storage, salvage yards, hazardous material processing, and other uses that generate excessive noise, odor, dust, vibration, or heavy truck traffic.
- Require all loading docks, service areas, and mechanical equipment to be screened from adjacent residential properties.

- Require an opaque, sight-proof fence, together with appropriate landscape buffering, along the eastern property line wherever commercial properties adjoin residential zoning.
- Require exterior lighting to be fully shielded and directed away from residential properties.
- Restrict hours for outdoor loading and other activities that could negatively impact nearby residents.

With these standards in place, I believe the Industrial Overlay District would create additional redevelopment opportunities, increase investment along the Rockwell corridor, expand the City's tax base, and improve occupancy of existing commercial properties while maintaining appropriate protections for adjacent homeowners.

I appreciate the City's thoughtful consideration of this proposal and encourage the adoption of an overlay district that balances economic development with neighborhood compatibility. Thank you for considering my comments. Please let me know if I can be of any assistance as this proposal moves forward.

Sincerely,

Greg C. Banta

Greg C. Banta
Managing Broker
BANTA Property Group

Brett,

My apologies for the delayed response. End-of-the-month real estate has been a little hectic, and one of my listings involved a seller who lives outside the country, so there have been a few extra steps to navigate.

I don't think you were in Bethany yet, but my office building was originally zoned light industrial, and I later went through the process of rezoning it to General Commercial. From my perspective, I don't think the proposed overlay would necessarily be negative, especially if it remains focused on light industrial/commercial uses. Rockwell already has a significant commercial presence, so many nearby residents have become accustomed to it. In many cases, having services and businesses close by is actually viewed as a convenience.

Based on what I've seen, well-planned commercial growth can increase demand for surrounding properties over time. As far as residential property values, I think it's difficult to make a blanket statement because so much depends on the specific types of businesses, how the district is developed, traffic, buffering, and overall planning. That said, if the area attracts quality businesses and develops in a thoughtful way, I could see it benefiting residential values in the long run. As commercial demand increases, businesses are often willing to pay more for strategically located properties, which can positively influence surrounding land values.

I hope this helps. I'm happy to elaborate further or discuss it in more detail if that would be helpful. Enjoy the festive weekend!

Thank you,



Cristal Escobar
Broker / Owner / Realtor®
Escobar Realty

✉ cristal@escobar-realty.com

☎ 405-933-8604

📱 @closingwithcristal

From: Kathy Larsen <klarsenbethany@cox.net>

Sent: Tuesday, July 21, 2026 7:28 AM

ROCKWELL CORRIDOR

REAL ESTATE & NEIGHBORHOOD IMPACT REVIEW

NORTH ROCKWELL AVENUE | NW 50TH TO NW 63RD

Prepared for the City of Bethany City Council

July 20, 2026

CORRIDOR CONTEXT | OFFICIAL CITY MAP



AREA UNDER STUDY

N. Rockwell, NW 50th to NW 63rd
Overlay dimensions remain undetermined.

RECOMMENDED RESIDENTIAL TRANSITION & BUFFERING AREA

Planning principle along the shared edge - not an adopted buffer.

WILEY POST AIRPORT

Airport property lies west of Rockwell in Oklahoma City.

OUR REAL ESTATE ASSESSMENT

The corridor's proximity to Wiley Post Airport makes it a logical location for certain clean, low-impact employment and aviation-support uses. However, the homes immediately east carry most of the potential risk. Future marketability will depend on permitted uses, transition quality, access, hours, noise, lighting, drainage and the certainty of the final ordinance.

ESSENTIAL NEIGHBORHOOD PROTECTIONS

- 1 LIMITED BOUNDARY**
Keep the overlay along Rockwell; avoid expansion into established residential blocks.
- 2 RESIDENTIAL TRANSITION**
Require setbacks, masonry screening, evergreens, and service areas located away from homes.
- 3 ROCKWELL-ONLY ACCESS**
No commercial or truck access through the residential neighborhood.
- 4 PERFORMANCE STANDARDS**
Enforce limits for noise, light spill, hours, deliveries, height and outdoor activity.
- 5 LOW-IMPACT USES NEAR HOMES**
Place offices, research, studios, clean indoor assembly and small aviation support closest; prohibit incompatible uses.

STATUS AS OF JULY 20, 2026

No corridor overlay, final boundary, access point or project has been approved. July 21 action concerns authorization to draft an ordinance.

OUR RECOMMENDATION

We can support a limited, project-specific Planned Industrial Development overlay, but not unrestricted industrial zoning. Protecting the existing neighborhood should be an enforceable requirement, not simply a stated goal.

KEY REAL ESTATE CONSIDERATION

Property-value impact cannot be determined by comparing countywide industrial land averages with metro-wide residential land averages. Effects on adjoining homes will depend primarily on each project's specific use, design, access, buffering and operating conditions.

SUPPORT THOUGHTFUL REDEVELOPMENT. PROTECT THE EXISTING NEIGHBORHOOD.

This review provides a professional real estate and neighborhood impact perspective. It is not a traffic, engineering, environmental or legal study. Must real estate agents focus on the transaction. We focus on the relationship.

Doug Arnett and Ronnie Jordan | OKC Metro Group
Bethany, Oklahoma | (405) 348-6700 | OKCMetroGroup.com

2

Hi Kathy,

At a minimum, we believe the ordinance should require substantial landscaped setbacks and masonry screening where industrial property adjoins homes; place buildings, loading areas, dumpsters and mechanical equipment away from residential property; require all commercial and truck access to come from Rockwell; prohibit commercial access through neighborhood streets; limit lighting, noise, building height, delivery times and operating hours near homes; prohibit visible outdoor storage; and require drainage, traffic, utility and fire-flow studies for each development.

We would also recommend expressly excluding high-impact uses such as hazardous-waste collection, shooting ranges, nightclubs, heavy truck terminals, salvage operations, recycling processing and other uses that are not compatible with an adjoining residential neighborhood.

The properties closest to the homes should be limited to low-impact uses such as professional offices, research, studios, clean indoor assembly, small-scale aviation support and similar businesses. More intensive activity should be positioned closer to Rockwell and farther from residential property.

Our position is not that Bethany should oppose redevelopment or economic growth. We believe there is an opportunity to improve the corridor while protecting the people who already live there. The two goals do not have to be mutually exclusive, but those protections need to be written into the ordinance from the beginning.

In short, we can support thoughtful, low-impact redevelopment along Rockwell, but not unrestricted industrial zoning. Any overlay should be narrow, project-specific and written so that protecting the existing neighborhood is a requirement, not simply a goal.

We hope this is helpful as the Council considers the issue tomorrow night. Ronnie and I are happy to answer any real estate-related questions or help in any other way.

Doug Arnett and Ronnie Jordan OKC Metro Group (405) 348-6700

BETHANY CITY COUNCIL

From: Michael Vaughn, Finance Director
Date: July 30, 2026
Subject: Claims list for the 08/04/2026 City Council Meeting

GENERAL OPERATIONS FUND

FUND	AMOUNT
General Operations Fund	\$ 132,785.69
Capital Improvement Fund	\$ 23,843.00
2016 Library GO Bond	\$ 17,178.75
Federal Grant Fund	\$ 1,499.34
2022A GO Bond	\$ 45,744.79
TOTAL	\$ 221,051.57

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 221,051.57
Bethany Public Works Authority	\$ 116,623.65
Bethany Hospital Trust	\$ 7,726.85
Bethany Development Authority	\$ -
TOTAL	\$ 345,402.07

RECOMMENDATION

1. Approve claims as presented.



FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
27-57114	10-005216	PERDUE BRANDON FIELDER COLL	JUNE 2026 COLLECTION RPT	7/2026	JUNE COLLECTIONS	3,571.85
DEPARTMENT TOTAL:						3,571.85
DEPARTMENT: 01.0 MANAGEMENT						
26-54311	10-005084	JAN-PRO CLEANING SYSTEMS	CITY HALL CLEANING	6/2026	FINAL PAY	813.00
27-57396	10-005321	AMAZON CAPITAL SERVICES,	INLENS WIPES/TABLE COVER	7/2026	9605843	85.83
27-57295	10-005373	CARD SERVICES/P1	AZURE AND BUSINESS	7/2026	G173360838	347.95
26-54116	10-005519	CRAWFORD & ASSOCIATES, P.C.	FY2025 PERFORMETER	6/2026	35459*	990.00
27-57276	10-005519	CRAWFORD & ASSOCIATES, P.C.	FINANCIAL /AUDIT PREP	7/2026	35590	142.50
26-56701	10-005867	ELIZABETH GRAY	2026 CMAO CONF-HOTEL, GAS	6/2026	20260716	329.36
27-57279	10-006334	CITY WIDE FACILITY SOLUTION	CLEANING CITY HALL	7/2026	32039024887	412.71
27-57481	10-1	DATHAN CAMPBELL	OSBI REIMBURSEMENT-CAMPBE	7/2026	20260726-	19.00
27-57482	10-1	KRISTOFER BARRETT	OSBI REIMBURSEMENT-BARRET	7/2026	20260726	19.00
27-57464	10-1068	ONG	MONTHLY SVC	7/2026	20260715	188.46
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 1 QTR 2027	7/2026	20260730	1,435.73
27-57429	10-3196	IMAGENET CONSULTING, LLC	COPIER UPSTAIRS/DOWNSTAIR	7/2026	INV1684275	104.39
27-57526	10-3348	COUNTY CLERK OKLA COUNTY	FILING RECORDS FEES	7/2026	20260729*	9.00
27-57414	10-4196	SAM'S CLUB/SYNCHRONY BANK	SWEARING-IN RECEIPT SUPPLI	7/2026	20260722	168.59
27-57306	10-4310	AMERIFLEX	FSA ADMIN FEE	7/2026	INV1002685	150.00
DEPARTMENT TOTAL:						5,215.52
DEPARTMENT: 02.0 FINANCE						
27-57527	10-005321	AMAZON CAPITAL SERVICES,	INCOOLING CAPS/FASTENERS	7/2026	2049001	27.23
27-57271	10-1530	THE TRIBUNE	YEAR END PUBLICATION	7/2026	20260717--	30.00
DEPARTMENT TOTAL:						57.23
DEPARTMENT: 03.0 COURT						
27-57320	10-004622	OMCCA	STACI PECK REGISTRATION	7/2026	20260713	400.00
27-57321	10-004622	OMCCA	ALEXIA JENNINGS CONF	7/2026	20260713-	350.00
27-57322	10-004622	OMCCA	LISA MOFFAT CONFERENCE	7/2026	20260713--	350.00
27-57464	10-1068	ONG	MONTHLY SVC	7/2026	20260715	61.64
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 1 QTR 2027	7/2026	20260730	1,454.38
DEPARTMENT TOTAL:						2,616.02

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 04.0 ENGINEERING						
26-55845	10-005900	TEIM DESIGN GROUP, PLLC	ENGINEER CONTRACT	6/2026	13912	13,985.26
DEPARTMENT TOTAL:						13,985.26
DEPARTMENT: 05.0 POLICE						
27-57516	10-004605	ONSOLVE, LLC	ONE CALL	7/2026	15372600	1,143.71
27-57435	10-005324	CHRISTOPHER HARDING	FUEL GUN RANGE	7/2026	20260620	22.21
27-57489	10-005324	CHRISTOPHER HARDING	FUEL REIMBURSEMENT	7/2026	20260726	19.96
27-57434	10-005373	CARD SERVICES/P1	FBI LEEDA SUPPLIES	7/2026	20260723	500.82
27-57461	10-005373	CARD SERVICES/P1	APCO Registration	7/2026	261-6439	625.00
27-57449	10-006101	ALL HOURS LOCKSMITH	PD DOORS REPAIR	7/2026	23289	684.00
27-57448	10-006337	GOLDEN ERA GLASSWORKS, LLC	UNIT 20-008 WINDSHIELD	7/2026	JOB-10601	322.03
27-57301	10-0225	GENUINE PARTS	BRAKE PADS 21-002	7/2026	120643	74.69
27-57495	10-1063	OG&E	MONTHLY SERVICE	7/2026	20260716	242.65
27-57464	10-1068	ONG	MONTHLY SVC	7/2026	20260715	143.82
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR 2027	7/2026	20260730	4,985.91
27-57340	10-1922	ADAMS WINDOW TINTING LLC	BUILDING MAINT	7/2026	13530	429.00
27-57365	10-2123	HOME DEPOT CREDIT SVCS	OFFICE BLINDS IN ADMIN	7/2026	015107/0523124	101.96
27-57439	10-2123	HOME DEPOT CREDIT SVCS	PAINT AND STENCILS	7/2026	023528/2423812	36.37
27-57467	10-2123	HOME DEPOT CREDIT SVCS	WATER FOR STATION	7/2026	024926/1511900	62.86
27-57408	10-2703	OKLAHOMA BODY WORKS INC	DEDUCT UNIT 20--010	7/2026	27269	500.00
27-57382	10-3926	BOB MOORE DODGE-CHRYSLER-JE	UNIT 21-001 REPAIR	7/2026	185979	876.10
DEPARTMENT TOTAL:						10,771.09
DEPARTMENT: 06.0 FIRE						
27-57371	10-004408	BOUND TREE MEDICAL	PRINTER PAPER FOR CARDIAC	7/2026	86279440	150.00
27-57474	10-005498	BETHANY FAST LUBE	BRUSH-1 OIL CHANGE	7/2026	1061-1757-2381	78.63
26-56742	10-006004	OKLAHOMA FITNESS REPAIR	TREADMILL REPAIRS	6/2026	8333	881.05
26-57044	10-0336	CASCO INDUSTRIES	EV FIREFIGHTING NOZZLE	6/2026	285367	2,944.00
27-57495	10-1063	OG&E	MONTHLY SERVICE	7/2026	20260716	4,198.62
27-57464	10-1068	ONG	MONTHLY SVC	7/2026	20260715	227.94
27-57490	10-1082	OKLAHOMA FIRE CHIEF'S ASSOC	MEMBERSHIP DUES OFCA	7/2026	CHF-25727	275.00
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR 2027	7/2026	20260730	3,098.94
27-57394	10-1622	WESTLAKE ACE HARDWARE	SMOKE DETECTORS	7/2026	3505743	495.00
27-57472	10-3415	SPECIAL-OPS UNIFORMS, INC.	NOMEX UNIFORM PANT	7/2026	367251	468.42
27-57415	10-4251	SAM'S CLUB DIRECT FD	CLEANING SUPPLIES	7/2026	20260623**	60.00
DEPARTMENT TOTAL:						12,877.60

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 07.0						
		COMMUNITY DEV				
27-57264	10-005689	CHALLENGER LANDSCAPING AND ABATEMENTS		7/2026	8216 NW 38TH (1)	1,100.00
27-57511	10-006224	SANBORN MAPPING COMPANY, INZONING MAP RENEWAL		7/2026	17938	3,150.00
27-57374	10-0225	GENUINE PARTS	BREAK SWITCH UNIT 10-115	7/2026	121009	29.04
27-57319	10-1530	THE TRIBUNE	PUBLICATIONS	7/2026	20260717**	149.98
27-57429	10-3196	IMAGENET CONSULTING, LLC	COPIER UPSTAIRS/DOWNSTAIR	7/2026	INV1684275	104.64
27-57533	10-3348	COUNTY CLERK OKLA COUNTY	LEIN 8216 NW 38 TER	7/2026	20260729*	18.00
27-57534	10-3348	COUNTY CLERK OKLA COUNTY	2ND LIEN - 8216 NW 38 TER	7/2026	20260730	18.00
27-57535	10-3348	COUNTY CLERK OKLA COUNTY	LIEN 4605 N WILLOW	7/2026	20260729//	18.00
DEPARTMENT TOTAL:						4,587.66
DEPARTMENT: 08.1						
		PUBLIC WORKS - ADMIN				
27-57431	10-005321	AMAZON CAPITAL SERVICES, INDESK CONVERT TO STANDING		7/2026	4935404	219.98
27-57495	10-1063	OG&E	MONTHLY SERVICE	7/2026	20260716	512.06
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANCEPROPERTY 1 QTR 2027		7/2026	20260730	37.29
27-57211	10-2442	SUMNERONE, INC.	MONTHLY COPIER MAINTENANC	7/2026	4663363	101.58
DEPARTMENT TOTAL:						870.91
DEPARTMENT: 08.2						
		PUBLIC WORKS - STREETS				
27-57349	10-004688	TLS GROUP, INC.	50TH REPAIR CONTROL BOX	7/2026	126807	390.00
27-57407	10-005321	AMAZON CAPITAL SERVICES, INRUBBER BOOTS/ EYE WASH		7/2026	1581836	3.77
27-57444	10-005321	AMAZON CAPITAL SERVICES, INGATORADE & HYDROMATE STIC		7/2026	5684251	50.92
27-57345	10-006180	CENTERLINE SUPPLY INC.	PAINT FOR CROSSWALK	7/2026	ORD0180056	592.12
27-57312	10-006310	LIGHTHOUSE TRANSPORTATION	G39TH PENIEL TRAFFIC LIGHT	7/2026	260698-1	600.00
27-57337	10-006310	LIGHTHOUSE TRANSPORTATION	G36TH COUNCIL	7/2026	260699-1	300.00
27-57400	10-0324	CENTRAL POWER EQUIP. INC	WEED EATER STRING	7/2026	20260720	75.00
27-57418	10-0324	CENTRAL POWER EQUIP. INC	WEED EATER STRING	7/2026	20260721	75.00
27-57501	10-0609	BOBCAT OF OKLAHOMA CITY	BOLT FOR SWEEPER	7/2026	P27717	143.94
27-57344	10-0694	HASKELL LEMON CONST CO	TWO TONS OF ASPHALT	7/2026	21769	84.80
27-57393	10-0694	HASKELL LEMON CONST CO	2 TONS OF ASHALT	7/2026	21844	96.00
27-57428	10-0694	HASKELL LEMON CONST CO	TWO TONS OF ASPHALT	7/2026	21897	126.40
27-57457	10-0694	HASKELL LEMON CONST CO	TWO TONS ASPHALT	7/2026	21977	160.80
27-57495	10-1063	OG&E	MONTHLY SERVICE	7/2026	20260716	15,278.92
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANCEPROPERTY 1 QTR 2027		7/2026	20260730	279.69
27-57466	10-1350	SMITH FARM & GARDEN	BELTS FOR MOWER	7/2026	198976	109.98
27-57403	10-1527	TRAFFIC SIGNALS INC	CABINET&WIRING 50TH/ RKW	7/2026	17785	24,375.00
27-57384	10-1622	WESTLAKE ACE HARDWARE	MINER SPIRITS FOR PAINTIN	7/2026	3505725	31.98
27-57458	10-1622	WESTLAKE ACE HARDWARE	RAGS & PAINT FOR PIANTING	7/2026	3505744	29.76
27-57451	10-1726	BETHANY COUNTRY STORE	HERBICIDS	7/2026	2830953	220.00
27-57389	10-2123	HOME DEPOT CREDIT SVCS	TOOLS FOR STREETS	7/2026	017555/8014026	198.82
26-57025	10-2702	AMERICAN LOGO & SIGNS	STREET MARKERS	6/2026	34462	324.00
DEPARTMENT TOTAL:						43,546.90

FUND: 010- GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4 PUBLIC WORKS - MAINT						
27-57407	10-005321	AMAZON CAPITAL SERVICES,	INRUBBER BOOTS/ EYE WASH	7/2026	1581836	3.77
27-57456	10-0225	GENUINE PARTS	COMPRESSOR UNIT #54	7/2026	121595	267.21
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 1 QTR 2027	7/2026	20260730	216.29
27-57538	10-1622	WESTLAKE ACE HARDWARE	WHEELS,BULFASTNERS,HOSE	7/2026	3505757	31.99
DEPARTMENT TOTAL:						519.26
DEPARTMENT: 08.5 PUBLIC WORKS - PARKS						
27-57465	10-004725	RUCKER ELECTRIC INCORPORATEA/C /	PARK BARN	7/2026	016524	765.86
27-57346	10-004790	HARVEY JANITORIAL SALES	2 CASES OF TOILET PAPER	7/2026	222390	152.56
27-57324	10-005005	BRONCO EQUIPMENT RENTAL &	SBELTS ZERO TURN	7/2026	920723-0001	256.00
27-57407	10-005321	AMAZON CAPITAL SERVICES,	INRUBBER BOOTS/ EYE WASH	7/2026	1581836	79.73
27-57431	10-005321	AMAZON CAPITAL SERVICES,	INDESK CONVERT TO STANDING	7/2026	4935404	73.13
27-57444	10-005321	AMAZON CAPITAL SERVICES,	INGATORADE & HYDROMATE STIC	7/2026	5684251	50.92
26-56906	10-005628	OKLAHOMA CORRECTIONAL INDUSLAND	WATERCONSERVATIONS	6/2026	128012	23.80
27-57468	10-005663	MOON CHEMICAL PRODUCTS, INC	ACID FOR THE POOL	7/2026	43266	234.90
27-57450	10-006119	PIONEER EQUIPMENT, INC.	BLADES DOR GRASSHOPERS	7/2026	142653	236.52
27-57441	10-006180	CENTERLINE SUPPLY INC.	PAINT FOR CROSSWALKS	7/2026	ORD0180847	772.12
27-57404	10-006287	TAKE TEN TIRE & SERVICE	TRUCK TIRE UNIT #53	7/2026	4-GS357106	329.32
27-57504	10-006287	TAKE TEN TIRE & SERVICE	Z TURN TWO TIRES	7/2026	4-357543	250.00
27-57383	10-006307	SMART GUY PLUMBING, INC.	ELDON LYON PARK	7/2026	101876	206.25
27-57452	10-006336	KAY PARK RECREATION CORPORAAA	ARP PARK BLEACHERS	7/2026	96067	6,781.00
27-57484	10-006339	PLAYGROUND BOSS LLC	MCCRORY PLAYGROUND	7/2026	052826-48409-IN	15,858.00
27-57328	10-0324	CENTRAL POWER EQUIP. INC	CABLE ZERO TURN MOWER	7/2026	7913726	69.99
27-57436	10-0883	LOCKE SUPPLY CO.	FUSES PARK AIR UNIT	7/2026	58832969-00	35.29
27-57463	10-0883	LOCKE SUPPLY CO.	FUSES A/C UNIT	7/2026	58859939-00	70.57
27-57495	10-1063	OG&E	MONTHLY SERVICE	7/2026	20260716	3,212.33
27-57464	10-1068	ONG	MONTHLY SVC	7/2026	20260715	53.09
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANC	PROPERTY 1 QTR 2027	7/2026	20260730	2,688.74
27-57395	10-1622	WESTLAKE ACE HARDWARE	WD40&TURNBKL	7/2026	3505730	25.58
27-57406	10-1622	WESTLAKE ACE HARDWARE	ANT SPRAY FOR POOL	7/2026	3505733	5.41
27-57437	10-1622	WESTLAKE ACE HARDWARE	5GALS COOLER	7/2026	3505765	35.99
27-57447	10-1622	WESTLAKE ACE HARDWARE	FILTER FOR POOL	7/2026	3505737	14.99
27-57483	10-1622	WESTLAKE ACE HARDWARE	HOLE SAW ARBOR	7/2026	3505750	29.99
27-57522	10-1622	WESTLAKE ACE HARDWARE	PRESSERPIPE,COUPLING,TRNB	7/2026	3505753	91.73
27-57538	10-1622	WESTLAKE ACE HARDWARE	WHEELS,BULFASTNERS,HOSE	7/2026	3505756	177.02
27-57378	10-1726	BETHANY COUNTRY STORE	WEED KILLER FOR PARKS	7/2026	2838363	110.00
27-57409	10-2488	CARDINAL AQUATECH POOLS	POOL TESTING SUPPLIES	7/2026	64544-1	66.56
27-57440	10-3331	RUCKER MECHANICAL	DX&REPAIR AIR PARK BARN	7/2026	I-91869-1	570.25
27-57446	10-3331	RUCKER MECHANICAL	DX & REPAIR AIR POOL	7/2026	I-91876-1	838.75
DEPARTMENT TOTAL:						34,166.39
FUND TOTAL:						132,785.69

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0 PROJECTS >\$25,000						
26-55386	10-005900	TEIM DESIGN GROUP, PLLC	SHANNON LIFT STATION	6/2026	13914	2,590.00
DEPARTMENT TOTAL:						2,590.00
DEPARTMENT: 40.1 PROJECTS <=\$25,000						
27-57427	10-006072	MORIDGE MANUFACTURING INC.	GRASSHOPPER MOWER	7/2026	142647	21,253.00
DEPARTMENT TOTAL:						21,253.00
FUND TOTAL:						23,843.00

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0	NON-DEPARTMENTAL					
26-55473	10-005900	TEIM DESIGN GROUP, PLLC	35/MUELLER SIDEWALK/RD	6/2026	13915	17,178.75
DEPARTMENT TOTAL:						17,178.75
FUND TOTAL:						17,178.75

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0	Sewer Project					
26-55347	10-005900	TEIM DESIGN GROUP, PLLC	ARPA PENIEL SEWER	6/2026	13913	1,499.34
DEPARTMENT TOTAL:						1,499.34
FUND TOTAL:						1,499.34

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 40.0		Projects				
26-57094	10-3098	TS HEAT AND AIR INC	ANIMAL CONTROL AC	6/2026	49863	10,733.00
26-57093	10-3331	RUCKER MECHANICAL	PD AIR CONDITIONER	6/2026	I-90716-1	35,011.79
DEPARTMENT TOTAL:						45,744.79
FUND TOTAL:						45,744.79

NOTICE: On Wednesday, July 22, 2026, at or before 2:59 p.m., agenda was posted at the front doors of City Hall, on the bulletin board in the lobby of City Hall, and on the City of Bethany website: cityofbethany.org. The City of Bethany encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

BETHANY CITY COUNCIL

SPECIAL CALLED MEETING

**FRIDAY, JULY 24, 2026
3:00 P.M.**

**BETHANY MUNICIPAL COURT
6714 NW 36th STREET
BETHANY OK 73008**

MEMBERS PRESENT:	Amanda Sandoval	Mayor
	Chris Powell	Council Member
	Peter Plank	Council Member
	Kathy Larsen	Council Member
	Chandra Ford	Council Member
	Brian Magirowsky	Council Member
MEMBERS ABSENT:	Ken Smart	Vice-Mayor
	Burt Falkner	Council Member
	Aja Triana	Council Member
OTHERS PRESENT:	Elizabeth Gray	City Manager
	Ray Jones	City Attorney
	Many guests and co-workers were present	

MEMBERS OF THE BETHANY CITY COUNCIL, STAFF, AND GUESTS WILL GATHER AT BETHANY MUNICIPAL COURT LOCATED AT 6714 NW 36TH STREET, BETHANY, OKLAHOMA FOR PURPOSE OF A SWEARING-IN CEREMONY FOR POLICE CHIEF CHAD MEEK.

THIS MEETING IS FOR CEREMONIAL PURPOSES ONLY, WITH NO BUSINESS TO BE ACTED UPON BY THE CITY COUNCIL.

No action taken.

CITY CLERK

MAYOR

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: August 4, 2026
Subject: Public Improvement – Routine Item: Oklahoma Department of Environmental Quality (ODEQ) Permit to construct West Oak Village Waterline PWSID No. OK2005519

Item: ODEQ Permit No. WL000055260551

Description: Accepting Oklahoma Department of Environmental Quality Permit No. WL000055260551 for the construction of 1,500 linear feet of six (6) inch PVC potable water line, 957 linear feet of eight (8) inch potable water line and all appurtenances to serve the West Oak Village, Oklahoma County, Oklahoma.

RECOMMENDATION

Accept ODEQ Permit No. WL000055260551 for the construction of the West Oak Village Waterline, Oklahoma County, Oklahoma



ADDITIONAL COMMENTS

The above matters are on the consent docket due to the routine administrative functions and normally require no council discussion. If you would like further information on any item, you may request that it be removed from the consent docket and considered separately.

July 22, 2026

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

Re: Permit No. WL000055260551
West Oak Village
PWSID No. OK2005519

Dear Ms. Gray:

Enclosed is Permit No. WL000055260551 for the construction of 1,500 linear feet of six (6) inch PVC potable water line, 957 linear feet of eight (8) inch PVC potable water line, and all appurtenances to serve the West Oak Village, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on July 22, 2026. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bethany, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,



D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

Enclosure

TH

PERMIT TO CONSTRUCT

July 22, 2026

Pursuant to O.S. 27A 2-6-304, the City of Bethany is hereby granted this Tier I Permit to construct 1,500 linear feet of six (6) inch PVC potable water line, 957 linear feet of eight (8) inch PVC potable water line, and all appurtenances to serve the West Oak Village, located in SE 1/4 of Section 20, T-12-N, R-4-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 22, 2026.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with OAC 252:631 and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,000 gpm.
- 2) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:626-19-2.
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.

TH

- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent form, Notice of Termination form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Travis Herrian, P.E., Engineering Manager
Construction Permit Section
Water Quality Division

BETHANY CITY COUNCIL

From: Elizabeth Gray, City Manager
Date: August 4, 2026
Subject: Public Improvement – Routine Item: Oklahoma Department of Environmental Quality (ODEQ) Permit to construct West Oak Village Facility S-20925

Item: ODEQ Permit No. SL000055260550

Description: Accepting Oklahoma Department of Environmental Quality Permit No. SL000055260550 for the construction of 2,427 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the West Oak Village, Oklahoma County, Oklahoma.

RECOMMENDATION

Accept ODEQ Permit No. SL000055260550 for the construction of the West Oak Village Sanitary Sewer line, Oklahoma County, Oklahoma



ADDITIONAL COMMENTS

The above matters are on the consent docket due to the routine administrative functions and normally require no council discussion. If you would like further information on any item, you may request that it be removed from the consent docket and considered separately.

July 22, 2026

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

Re: Permit No. SL000055260550
West Oak Village
Facility No. S-20925

Dear Ms. Gray:

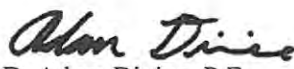
Enclosed is Permit No. SL000055260550 for the construction of 2,427 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the West Oak Village, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by the Department of Environmental Quality ("DEQ") on July 22, 2026. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Bethany, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,


D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

Enclosure

TH

PERMIT TO CONSTRUCT

July 22, 2026

Pursuant to O.S. 27A 2-6-304, the City of Bethany is hereby granted this Tier I Permit to construct 2,427 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the West Oak Village, located in SE 1/4 of Section 20, T-12-N, R-4-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 22, 2026.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the Oklahoma Administrative Code ("OAC") 252:606 rules and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3).
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.
- 9) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.

PERMIT No. SL000055260550
FACILITY No. S-20925

- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards established in OAC 252:656-5-3.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with OAC 252:656-5-4(c)(3).

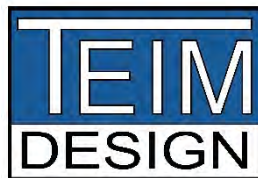
Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Travis Herrian, P.E., Engineering Manager
Construction Permit Section
Water Quality Division

THE CITY OF BETHANY
PROPOSED
CAPITAL IMPROVEMENT PLAN

Prepared by:



TEIM Design, PLLC.
3020 NW 149th Street
Oklahoma City, OK 73134
405-752-1122

Steve Manek, P.E.

Table of Contents

CITY OF BETHANY CAPITAL IMPROVEMENT PLAN	3
INTRODUCTION	3
A. STREET AND SIDEWALK PROJECTS (2023-2026)	3
A.1 NW 23rd Street / Rockwell	3
A.2 NW 36th Street / Rockwell	3
A.3 NW 36th Street / Council.....	3
A.4 Peniel – 39th Expressway to 42nd Street	4
A.5 NW 30th – Rockwell to Peniel	4
A.6 Mueller – NW 44th Street to NW 50th Street	4
A.7 Divis – NW 36th to NW 39th Expressway.....	4
A.8 Peniel Ave. from NW 25th to NW 30th	4
A.9 NW 23rd and Rockwell	4
A.10 SH-66 – Pedestrian Improvements from N. Asbury Ave. to N. Donald Ave.	4
A.11 34th Street Healthy Living Project	4
A.12 Sidewalk Partnership Program Phase 1 Project	4
A.13 NW 35th Street from College to Mueller, Mueller from NW 35th Street to south of NW 34th Street and sidewalks on the west side of College from NW 34th Street to NW 35th Street	5
A.14 Sidewalk on NW 36th from Council to Rockwell	5
B. PARK PROJECTS (2023-2026)	5
B.1 Eldon Lyon Park	5
B.2 Ripper Park	5
B.3 Henry Garrison Park	5
B.4 Macrory Park	5
B.5 Ron Clark Park.....	5
B.6 Cecil Mendenall Park	5
C. PUBLIC SAFETY PROJECTS (2023-2026)	6
C.1 Fire Station.....	6
C.2 Police Headquarters	6
C.3 Animal Welfare	6
D. WATER PROJECTS (2023-2026).....	6
D.1 Water Meter Automation Project	6
D.2 Water Meter Automation Project	6
D.3 Well and Wellfield Improvements.....	6
D.4 CDBG Waterline Replacement.....	6

D.5	CDBG Waterline Replacement (2024)	6
D.6	CDBG Waterline Replacement (2026)	7
D.7	NW 32 nd and Peniel Booster Pump Station	7
D.8	Water Treatment Plant GAC Filter Project	7
E.	SANITARY SEWER PROJECTS (2023-2026)	7
E.1	Sanitary Sewer Replacement.....	7
E.2	NW 25 th and Shannon Lift Station Project.....	7
E.3	NW 50th and McMillan Lift Station Project.....	7
E.4	NW 25th and Peniel Lift Station Project.....	7
	CITY OF BETHANY CAPITAL IMPROVEMENT PLAN	8
	INTRODUCTION.....	8
F.	STREET AND SIDEWALK PROJECTS.....	8
G.	WATER SYSTEM IMPROVEMENT PROJECTS	8
H.	SANITARY SEWER PROJECTS	10
I.	DRAINAGE PROJECTS	11
J.	CAPITAL IMPROVEMENT PROGRAM - EQUIPMENT SCHEDULE (2026-2031).....	12

Table of Figures

Figure 1 – Street / Sidewalk Projects	8
Figure 2 - Water System Improvement Projects.....	9
Figure 3 – Sanitary Sewer Projects.....	10
Figure 4 – Drainage Projects	11
Figure 5 – Fleet Maintenance Dept. 010-508.4	12
Figure 6 – Fleet Maintenance Dept. 056-508.4	12
Figure 7 – Parks Dept. 010-508.5	12
Figure 8 – Sanitation Dept. 056-508.3	13
Figure 9 – Street Dept. 010-508.2.....	13
Figure 10 – BPWA Wastewater Distribution. 056-512.2	13
Figure 11 – BPWA Water Distribution. 056-512.1	14
Figure 12 – BPWA Water Plant 056-512.0.....	14

CITY OF BETHANY CAPITAL IMPROVEMENT PLAN

INTRODUCTION

The Capital Improvement Plan (CIP) represents the multi-year scheduling of public infrastructure improvements such as water, wastewater, streets, sidewalks, and drainage. The City of Bethany currently has a Capital Improvement Plan consisting of numerous projects funded by different sources for the fiscal years 2023 - 2026 as identified in sections A, B, C, D, and E. Additional improvement projects have been identified and prioritized citywide and are included in sections F, G, H, and I.

The CIP also acts as a public information document to advise residents and property owners on significant capital needs in the City of Bethany. With growing demands for project expenditures and a limited amount of revenues available, it has become increasingly difficult to predict the availability of future funding for capital projects. **The CIP is a flexible plan that can be altered as conditions, funding, priorities, and regulations change.** Projects contained in the CIP are the recommendation of the engineer based on review and assessment of current data and conditions.

Specific tasks for fiscal years 2023-2026 that are identified in the plan include:

- Section A details current street and sidewalk projects.
- Section B details current park projects.
- Section C details current public safety projects.
- Section D details current water projects.
- Section E details current sanitary sewer projects.

Also included in the CIP is the 5-year Capital Improvement Program for identified equipment needs for City departments in section J.

A. STREET AND SIDEWALK PROJECTS (2023-2026)

A.1 NW 23rd Street / Rockwell (Complete)

Engineering, designing, and constructing traffic signalization and pedestrian crosswalk improvements at the intersection. This project includes upgraded traffic signal detection and new ADA compliant pedestrian ramps. The budget for the project is \$450,000 and is funded by the 2022 G.O. Bond Proposition 1-A.

A.2 NW 36th Street / Rockwell (Complete)

Engineering, designing, and constructing traffic signalization and pedestrian crosswalk improvements at the intersection. This project includes upgraded traffic signal detection and new ADA compliant pedestrian ramps. The budget for the project is \$450,000 and is funded by the 2022 G.O. Bond Proposition 1-B.

A.3 NW 36th Street / Council (Complete)

Engineering, designing, and constructing traffic signalization and pedestrian crosswalk improvements at the intersection. This project includes upgraded traffic signal detection and new ADA compliant pedestrian ramps. The budget for the project is \$450,000 and is funded by the 2022 G.O. Bond Proposition 1-C.

- A.4 Peniel – 39th Expressway to 42nd Street (Complete)
Reconstructing Pavement throughout the project extents to include curbs and ADA compliant sidewalk ramps. The budget for this project is \$520,000 and is funded by the 2022 G.O. Bond Proposition 1-D.
- A.5 NW 30th – Rockwell to Peniel (Complete)
Reconstructing pavement throughout the project extents, as well as curb and drive approaches if required. The budget for this project is \$1,300,000 and is funded by the 2022 G.O. Bond Proposition 1-E.
- A.6 Mueller – NW 44th Street to NW 50th Street (Complete)
Reconstructing pavement throughout the project extents, as well as curb and drive approaches if required. The budget for this project is \$850,000 and is funded by the 2022 G.O. Bond Proposition 1-F.
- A.7 Divis – NW 36th to NW 39th Expressway (Complete)
Reconstructing pavement throughout the project extents, as well as curb and drive approaches if required. The budget for this project is \$550,000 and is funded by the 2022 G.O. Bond Proposition 1-G.
- A.8 Peniel Ave. from NW 25th to NW 30th (Complete)
Reconstructing pavement throughout the project extents, as well as curbs, drive approaches and drainage related improvements if required. The budget for this project is \$425,000 and is funded by the 2022 G.O. Bond Proposition 1-H.
- A.9 NW 23rd and Rockwell (Complete)
This project includes the removal and replacement of the asphalt surface of NW 23rd, 400 feet east and west of Rockwell. It also includes the removal and replacement of the asphalt surface of Rockwell Avenue approximately 400 feet south and 1000 feet north of NW 23rd. This \$609,161 project is funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), which is administered by the Association of Central Oklahoma Governments (ACOG) and the construction programmed by the Oklahoma Department of Transportation (ODOT).
- A.10 SH-66 – Pedestrian Improvements from N. Asbury Ave. to N. Donald Ave. (Complete)
New decorative traffic signal poles and improved ADA compliant pedestrian ramps will increase access and safety at the intersections of SH-66 and N. Asbury, N. College and N. Peniel. The latest technology for traffic controllers and detection along with flashing yellow for protected and permissive left turns will improve traffic signal operation. On street parking on the north side of SH-66 will be removed to improve safety as well. This \$2,266,000 project is being funded by \$507,401 of Bethany and Southern Nazarene University combined funds, and the remaining \$1,760,000 by the Oklahoma Department of Transportation.
- A.11 34th Street Healthy Living Project (Complete)
This project is to install sidewalks along the south side of NW 34th Street for pedestrian access to the all abilities playground, library, YMCA, and City Complex. The project will also replace 11 aged mechanical water meters with new ultrasonic meters that can be read remotely. This project is funded by a \$100,000 ARPA Grant from Oklahoma County.
- A.12 Sidewalk Partnership Program Phase 1 Project (Complete)
This project is to install sidewalk on NW 43rd from College to Asbury, N. Mueller from NW 43rd to NW 44th and N. Mueller South of NW 42nd. The budget for this project is \$138,862 and was funded by the

City of Bethany, Bethany Public Schools, and Southern Nazarene University to provide safe sidewalks for their patrons.

- A.13 NW 35th Street from College to Mueller, Mueller from NW 35th Street to south of NW 34th Street and sidewalks on the west side of College from NW 34th Street to NW 35th Street (Under Construction)

Reconstructing pavement throughout the project extents, as well as curbs, drive approaches, and drainage structures. Sidewalks are being constructed to connect NW 34th to NW 35th. The budget for this project is \$488,487 and is funded by the 2016 G.O. Bond.

- A.14 Sidewalk on NW 36th from Council to Rockwell (Planning)

The City received an ACOG grant in the amount of \$960,000 for the \$1,380,000 project to construct sidewalks along NW 36th Street between Council and Rockwell. Funding for the project will come from the City's Streets, Sidewalks, and Drainage Fund as well as from Putnam City Public Schools.

B. PARK PROJECTS (2023-2026)

- B.1 Eldon Lyon Park (Complete)

Repair, improve, remodel, equip, renovate, acquire, and improve playground equipment and exercise stations, multipurpose shelters, and constructing or remodeling restroom facilities. The budget for this project is \$265,750 and is funded by the 2022 G.O. Bond Proposition 2-A.

- B.2 Ripper Park

Acquiring and improving playground equipment and constructing or remodeling restroom facilities. The budget for this project is \$189,100 and is funded by the 2022 G.O. Bond Proposition 2-B and the restroom facilities are complete. Bleachers, shade structures, and park playground structure included in 2026/2027 budget.

- B.3 Henry Garrison Park

Acquiring and improving playground equipment, constructing a multipurpose pavilion, and constructing or remodeling restroom facilities. The budget for this project is \$127,500 and is funded by the 2022 G.O. Bond Proposition 2-C and the restroom facilities are complete. Playground structure included in the 2026/2027 budget.

- B.4 Macrory Park

Acquiring and improving playground equipment and constructing or remodeling restroom facilities. The budget for this project is \$92,400 and is funded by the 2022 G.O. Bond Proposition 2-D and the restroom facilities are complete. Playground structure included in the 2026/2027 budget.

- B.5 Ron Clark Park (Complete)

Acquiring and improving playground and equipping dog park facilities. The budget for this project is \$111,750 and is funded by the 2022 G.O. Bond Proposition 2-E.

- B.6 Cecil Mendenall Park

Improving but not limited to constructing restroom facilities. The budget for this project is \$74,500 and is funded by the 2022 G.O. Bond Proposition 2-F, and 2016 Bond Funds and the restroom facilities are complete. Exercise equipment is included in the 2026/2027 budget.

C. PUBLIC SAFETY PROJECTS (2023-2026)

C.1 Fire Station (Complete)

Enlarging, remodeling, renovating, equipping, and furnishing, but not limited to remodel, renovation, parking lot, sidewalks, architectural and engineering. The budget for this project is \$1,020,000 and is funded by the 2022 G.O. Bond Proposition 3-A.

C.2 Police Headquarters (Complete)

Enlarging, remodeling, renovating, equipping, and furnishing, but not limited to repairing and replacing the existing roof and enlarging, renovating, and equipping the evidence room. The budget for this project is \$1,020,000 and is funded by the 2022 G.O. Bond Proposition 3-B.

C.3 Animal Welfare (Complete)

Repairing, renovating, equipping, and furnishing the existing animal shelter facility. The budget for this project is \$210,000 and is funded by the 2022 G.O. Bond Proposition 3-C.

D. WATER PROJECTS (2023-2026)

D.1 Water Meter Automation Project (Complete)

This project is designed to replace aging manually read mechanical meters and services lines with new automated meters. The budget for this project is a \$1.5 million local matching grant with American Rescue Plan Act (ARPA) funds for a total of \$3.0 million.

D.2 Water Meter Automation Project (Complete)

The City of Bethany was provided \$250,000 in ARPA funds that were designated to Oklahoma County. These funds will be used to replace aging manually read mechanical meters and service lines with new automated meters throughout the City.

D.3 Well and Wellfield Improvements (Complete)

The City currently utilizes a network of shallow groundwater wells for its water supply which produces approximately 3.01 million gallons per day (MGD). Redrilling 5 wells should increase water production by 1.1 MGD and rehabilitating 8 additional wells will add another 0.3 MGD. Wellfield transmission lines will be replaced to transport increased production to the water treatment plant. The project budget is \$4.6 million and is funded by an ARPA grant.

D.4 CDBG Waterline Replacement (2023) (Complete)

The waterline on Holloway was a 2" line in need of replacement. The line was replaced with a new 6" line to increase water availability for consumption and fire protection. Approximately 1275 linear feet of line was included at a total cost of \$387,355.15. This project was 50% funded by a Community Development Block Grant from the Oklahoma Department of Commerce, and 50% by Bethany funds.

D.5 CDBG Waterline Replacement (2024) (Complete)

This project is a continuation of the last CDBG waterline project to replace lines in the area generally located between NW 36th Street and NW 32nd Street, and Holloway & Mueller.

- D.6 CDBG Waterline Replacement (2026) (Planning)
This project is a continuation of the last CDBG waterline project to replace lines in the area generally located between NW 36th Street and NW 32nd Street, and Holloway & Mueller.
- D.7 NW 32nd and Peniel Booster Pump Station (Design)
This project will replace an old station with a new building, pumps and motors to replace and antiquated facility that has no redundancy. This project is funded by an OWRB FAP Loan.
- D.8 Water Treatment Plant GAC Filter Project (Design)
This project will provide improvements to the water treatment process to meet future EPA conditions. This project may be funded with city funds and also a loan forgiveness opportunity from the Oklahoma Department of Environmental Quality.

E. SANITARY SEWER PROJECTS (2023-2026)

- E.1 Sanitary Sewer Replacement (Complete)
The sanitary sewer system along Peniel consists of two lift stations, one near NW 31st and the other near NW 25th, as well as force main and gravity sewer lines. The lift station near NW 31st will be upgraded, the force main replaced for both lift stations, and sections of the gravity sewer main will be rehabilitated as part of a \$3,372,692 ARPA grant.
- E.2 NW 25th and Shannon Lift Station Project (Design)
The project will replace an antiquated lift station with new pumps, motors, controls, and wet well. The project is funded by a grant from Congresswoman Bice and city funds.
- E.3 NW 50th and McMillan Lift Station Project (Planning)
The project will replace an antiquated lift station with new pumps, motors, controls, and wet well. The project is funded by a grant from Congresswoman Bice and city funds.
- E.4 NW 25th and Peniel Lift Station Project (Planning)
The project will replace an antiquated lift station with new pumps, motors, controls, and wet well. The project is funded by a grant from Congresswoman Bice and city funds.

CITY OF BETHANY CAPITAL IMPROVEMENT PLAN

INTRODUCTION

The Capital Improvement Plan for Bethany has identified projects for streets and sidewalks, water, wastewater, and drainage as shown in sections F, G, H, and I. **These projects can be altered as conditions, funding, priorities, and regulations change.** Projects contained in the CIP are the recommendation of the engineer based on review and assessment of current data and conditions.

Specific tasks that are included in the plan include:

- Section F details proposed street and sidewalk projects.
- Section G details proposed water system projects.
- Section H details proposed sanitary sewer projects.
- Section I details proposed drainage system projects.

F. STREET AND SIDEWALK PROJECTS

Street improvements have been organized in Figure 1 to provide a plan to address streets in need of repair, as well as possible sidewalk grant applications. This list was compiled from previously identified areas that were not able to be included in the past G.O. Bond Program, and through condition inspections with Bethany Staff. Possible funding sources for these projects could include local funds, as well as Association of Central Oklahoma Governments (ACOG), Surface Transportation Block Grant - Urbanized Area (STBG-UZA) or Transportation Alternatives Program (TAP) if eligible. The City currently has allocated funding of approximately \$1,215,000.00 in 2026 for streets, sidewalks, and drainage and approximately \$250,000 anticipated each year thereafter.

PRIORITY	LOCATION	WARD	ESTIMATED COSTS
1	NW 38 th (COLLEGE TO ASBURY)*** PENIEL (NW 38 th TO NW 39 th)*** COLLEGE (NW 38 th TO NW 39 th)*** CITY PARKING LOT *****	2	\$485,000.00
2	N. ROCKWELL (NW 30 th TO NW 36 th)	2, 3, & 4	\$900,000.00
3	SIDEWALK (COLLEGE - SOUTH OF NW 37 th TO NEAR NW 38 th – WEST SIDE)	2	\$200,000.00
4	N. HOLLOWAY (NW 30 th TO NW 32 nd)	4	\$675,000.00
5	NW 32 nd (HAMMOND TO MACARTHUR)	1	\$550,000.00
6	TAP SIDEWALK (36 th ST. / GAP CONNECTIONS)	3	\$420,000.00
7	NW 19 th (NORTH SIDE ROCKWELL TO WILLOW) WILLOW (WEST SIDE NW 19 th TO NW 20 th)	1	\$180,000.00 ****
8	TAP SIDEWALK ROCKWELL (36 th TO 23 rd)	4	\$300,000.00
9	N. REDMOND (NW 46 th TO NW 48 th)	2	\$305,000.00 *****
10	NW 24 th (N. DOWNING AVE. TO N. EAGLE LANE) DOWNING AVE. (NW 23 rd TO NW 24 th)	3	\$235,000.00 **
11	NW 33 rd STREET (N. WILBURN TO N. ROCKWELL)	4	\$485,000.00
12	NW 32 nd (PENIEL TO HAMMOND)	1	\$575,000.00
13	NW 42 nd (N. DIVIS TO N. ROCKWELL)	3	\$440,000.00 **
14	N. DIVIS (NW 39 th TO NW 42 nd)	3	\$250,000.00
15	BEAVER (NW 36 th TO NW 39 th)	2	\$500,000.00 *
16	NW 30 th (PENIEL TO HAMMOND)	1	\$680,000.00 *****
17	PENIEL (NW 36 th TO NW 38 th)***	2	\$170,000.00
TOTAL			\$7,350,000.00

Figure 1 – Street / Sidewalk Projects
Estimated cost shown as of June 2026

- * Project cost to be updated once construction limits and cost share agreement is obtained with Bethany Children's Center.
 ** Project priority amended by Ward 3 council person.
 *** Project to be milled and overlayed per Ward 2 council person's request.
 **** Project added by Ward 1 council person
 ***** Street owned ½ Bethany and ½ OKC
 ***** Street owned ½ Bethany and ½ Warr Acres
 ***** Repair cracks and seal parking lot

G. WATER SYSTEM IMPROVEMENT PROJECTS

Water system improvements are shown in Figure 2. These improvements were identified in the 2023 Water System Report. Funding for these projects could include local funds, Oklahoma Water Resources Board (OWRB) and Community Development Block Grants (CDBG), if eligible.

Bethany Proposed 20 Year Capital Improvement Project List

Year	Well Field Rehab ARPA Funding	Automated Meter Infrastructure and Service Line Replacement		Waterlines < 6" 16 Blocks / Year	Section Line Road Waterlines <12" 1/2 mile/year	WTP 2 Million Gallon Tank	BPS 2 Million Gallon Tank	Elevated 500,000 Gallon Steel Tank	Elevated 1,000,000 Gallon Tank	WTP SCADA Computers	WTP New Comm's	WTP New Sump Pump	Booster pump Station with New pumps and motors	WTP Granular Activated Carbon Filters	Well field Maintenance	Annual Total
1	\$ 4,600,000.00	\$ 1,500,000.00	\$ 1,500,000.00													
2												\$ 30,000.00	\$ 2,500,000.00	\$2,500,000.00	\$ 50,000.00	\$ 5,080,000.00
3			\$ 1,600,000.00				\$ 1,050,000.00			\$ 100,000.00	\$ 35,000.00				\$ 50,000.00	\$ 2,835,000.00
4			\$ 1,600,000.00												\$ 50,000.00	\$ 1,650,000.00
5			\$ 1,600,000.00			\$ 750,000.00									\$ 50,000.00	\$ 2,400,000.00
6			\$ 1,550,000.00		\$ 800,000.00										\$ 50,000.00	\$ 2,400,000.00
7				\$ 625,000.00	\$ 800,000.00			\$ 875,000.00							\$ 50,000.00	\$ 2,350,000.00
8				\$ 625,000.00	\$ 800,000.00				\$ 875,000.00						\$ 50,000.00	\$ 2,350,000.00
9				\$ 625,000.00	\$ 800,000.00						\$ 35,000.00				\$ 50,000.00	\$ 1,510,000.00
10				\$ 625,000.00	\$ 800,000.00										\$ 50,000.00	\$ 1,475,000.00
11				\$ 625,000.00	\$ 800,000.00										\$ 50,000.00	\$ 1,475,000.00
12				\$ 625,000.00	\$ 800,000.00										\$ 50,000.00	\$ 1,475,000.00
13				\$ 625,000.00	\$ 800,000.00										\$ 50,000.00	\$ 1,475,000.00
14				\$ 625,000.00	\$ 800,000.00										\$ 50,000.00	\$ 1,475,000.00
15				\$ 625,000.00	\$ 800,000.00						\$ 35,000.00				\$ 50,000.00	\$ 1,510,000.00
16				\$ 625,000.00	\$ 800,000.00										\$ 50,000.00	\$ 1,475,000.00
17				\$ 625,000.00	\$ 800,000.00										\$ 50,000.00	\$ 1,475,000.00
18				\$ 625,000.00	\$ 800,000.00										\$ 50,000.00	\$ 1,475,000.00
19				\$ 750,000.00	\$ 800,000.00										\$ 50,000.00	\$ 1,600,000.00
20					\$ 800,000.00										\$ 50,000.00	\$ 850,000.00
	\$ 4,600,000.00	\$ 1,500,000.00	\$ 7,850,000.00	\$ 8,250,000.00	\$ 12,000,000.00	\$ 750,000.00	\$ 1,050,000.00	\$ 875,000.00	\$ 875,000.00	\$ 100,000.00	\$ 105,000.00	\$ 30,000.00	\$ 2,500,000.00	\$ 2,500,000.00	\$ 950,000.00	\$ 43,935,000.00

Opinion of Probable 20 year Capital Improvement costs = \$ 43,935,000.00
 ARP A Funds = \$ 6,100,000.00
 Bethany Fund = \$ 37,835,000.00

Figure 2 - Water System Improvement Projects
 Estimated cost shown as of June 2026

H. SANITARY SEWER PROJECTS

Wastewater system improvements have been identified and are shown in Figure 3. The highest priority and most costly is the BWA PWA Bluff Creek Wastewater Treatment Plant. The remaining projects are sewer main rehabilitation projects and a lift station identified in conjunction with city staff as high maintenance areas. Funding for these projects could include local funds, Oklahoma Water Resources Board (OWRB) loans and Community Development Block Grants (CDBG), if eligible.

PRIORITY	PROJECT NAME	PROJECT LIMITS	ESTIMATED COSTS
1	BWA PWA	BLUFF CREEK WASTEWATER TREATMENT PLANT	\$20,000,000.00
2	LIFT STATION	NW 25 TH AND SHANNON LIFT STATION GRANT APPLICATION	\$ 750,000.00
3	PRIORITY AREA 1A	N. PENIEL FROM NW 32 ND TO NW 36 TH	\$ 889,434.00
4	PRIORITY AREA 1B	N. PENIEL FROM NW 36 TH TO NW 40 TH	\$ 1,210,352.00
5	PRIORITY AREA 1C	N PENIEL FROM NW 40 TH TO NW 50 TH	\$ 1,565,966.00
6	PRIORITY AREA 1D	N PENIEL FROM NW 50 TH TO CITY LIMITS	\$ 1,584,696.00
7	PRIORITY AREA 2A	BEAVER FROM SOUTH OF NW 39 TH STREET TO NW 41 ST AND FROM BEAVER TO ROCKWELL	\$ 571,122.00
8	PRIORITY AREA 2B	SOUTH OF NW 41 ST FROM BEAVER TO MUELLER, AND NORTH FROM MUELLER TO NW 41 ST	\$ 388,418.00
9	PRIORITY AREA 2C	BETWEEN NW 41 ST AND NW 42 ND FROM BEAVER TO MUELLER AND A PORTION OF NW 42 ND	\$ 474,381.00
10	PRIORITY AREA 3A	NW 35 TH BETWEEN HOLLOWAY AND MUELLER	\$ 1,284,144.00
11	PRIORITY AREA 3B	ROCKWELL AND NW 32 ND AND NW 33 RD FROM COLLEGE TO PENIEL	\$ 538,097.00
12	PRIORITY AREA 3C	NW 35 TH BETWEEN MUELLER AND COLLEGE	\$ 643,045.00
13	PRIORITY AREA 3D	AREA BETWEEN COLLEGE AND MUELLER; BETWEEN NW 34 TH AND NW 32 ND	\$ 500,000.00
14	PRIORITY AREA 3E	AREA BETWEEN HOLLOWAY AND MUELLER; AND BETWEEN NW 34 TH AND NW 32 ND	\$ 500,000.00
15	PRIORITY AREA 4A	HAMMOND FROM NW 31 ST TO NW 32 ND	\$ 345,000.00
16	PRIORITY AREA 4B	HAMMOND FROM NW 30 TH TO NW 31 ST	\$ 465,000.00
17	PRIORITY AREA 4C	NW 31 ST TERR. FROM PENIEL TO HAMMOND	\$ 470,000.00
18	PRIORITY AREA 4D	NW 31 ST ST FROM WHEELER CIRCLE TO NW 31 ST TERR.	\$ 465,000.00
19	PRIORITY AREA 4E	NW 50 TH FROM PENIEL TO HAMMOND	\$ 430,000.00
20	PRIORITY AREA 5A	NW 52 ND BETWEEN MUELLER & CENTRAL	\$ 305,000.00
21	PRIORITY AREA 5B	NW 53 RD BETWEEN BEAVER & CENTRAL	\$ 340,000.00
22	PRIORITY AREA 5C	NW 53 RD BETWEEN ROCKWELL & MUELLER	\$ 590,000.00
	PRIORITY AREA 5D	ROCKWELL FROM NW 50 TH TO NW 54 TH	
23	PRIORITY AREA 5E	NW 50 TH FROM ROCKWELL TO MUELLER & N BETWEEN N BEAVER & WILLOW	\$ 370,000.00
			\$34,679,655.00

Figure 3 – Sanitary Sewer Projects
Estimated cost shown as of June 2026

I. DRAINAGE PROJECTS

The storm sewer system in the City is comprised of pipes that are different sizes and material types, such as corrugated metal (CMP) and reinforced concrete (RCP). The list shown in Figure 4 prioritizes pipes consisting mostly of corrugated metal currently located under pavement at or near major section line roads. The section line roads are the major arterials that carry high traffic volumes, and larger vehicles. Corrugated metal pipes can leak or fail due to displaced joints or rusted bottoms. In the event the storm sewer pipe fails under these streets, it can create greater safety concerns for the traveling public. Additional drainage analysis could shift priorities.

The citizens of Bethany passed a General Obligation Bond in August of 2022 which included funding for drainage improvements which could be used for these projects.

CITY OF BETHANY STORM SEWER CIP CONCEPTUAL PROJECTS					
PRIORITY	NS ROAD LOCATION	EW ROAD LOCATION	PIPE LENGTH (FT)	SIZE OF PIPE (IN)	TOTAL PROJECT COST OPINION
1	N ROCKWELL AVE	NW 16 TH ST	210	78	\$ 585,816
2	N BRYAN AVE	NW 36 TH ST	220	4-57 X 38	\$ 585,778
3	N COLLEGE AVE	NW 50 TH ST	95	54	\$ 322,860
4	N COLLEGE AVE	NW 23 RD ST	180	45 X 50 (48)	\$ 471,157
5	N COUNCIL RD	NW 28 TH ST	30	42	\$ 104,486
6	N PENIEL AVE	NW 42 ND ST	185	2-18	\$ 312,036
7	N ASBURY AVE	NW 36 TH ST	950	33	\$1,449,051
8	N ROCKWELL AVE	NW 46 TH ST	30	12	\$ 97,145
9	N ROCKWELL AVE	NW 23 RD ST	200	72	\$ 585,255
10	N ROCKWELL AVE	NW 30 TH ST	35	72	\$ 161,430
11	N ROCKWELL AVE	NW 31 ST ST	160	66	\$ 615,813
12	N ROCKWELL AVE	NW 36 TH ST	50	42	\$ 195,150

Figure 4 – Drainage Projects
Estimated cost shown as of June 2026

TOTAL COST OPINION
\$ 5,485,977

J. CAPITAL IMPROVEMENT PROGRAM - EQUIPMENT SCHEDULE (2026-2031)

City departments have identified equipment needs for the fiscal years 2026 to 2031. These departments include fleet maintenance, parks, sanitation, and streets. Figures 5 through 9 include the specific department, equipment, and budgeted cost.

NO.	PROJECT	25-26	26-27	27-28	28-29	29-30	FUND	PURPOSE/NEED
1	DEISEL FUEL PUMP		\$6,150					½ COST
2	CENTRAL HEAT & AIR SYSTEM			\$50,000				½ COST
3	2 AUTOMATIC OVERHEAD DOORS			\$10,000				½ COST

Figure 5 – Fleet Maintenance Dept. 010-508.4

NO.	PROJECT	25-26	26-27	27-28	28-29	29-30	FUND	PURPOSE/NEED
1	DEISEL FUEL PUMP		\$6,150					½ COST
2	CENTRAL HEAT & AIR SYSTEM			\$50,000				½ COST
3	2 AUTOMATIC OVERHEAD DOORS		\$10,000					½ COST

Figure 6 – Fleet Maintenance Dept. 056-508.4

NO.	PROJECT	25-26	26-27	27-28	28-29	29-30	FUND	PURPOSE/NEED
1	REPLACE CEMETERY FENCE	\$68,000					010-508.5-404	FENCE ROTTING
2	LOCKERS FOR POOL	\$20,000					010-508.5-403	REPLACEMENT
3	OVERHEAD DOORS/TWO	\$6,000	\$14,000				010-508.5-403	REPLACEMENT
4	FLAIL MOWER		\$12,000				010-508.5-403	REPLACEMENT
5	½ TON PICK UP			\$42,800	\$45,000		010-508.5-404	REPLACEMENT
6	72" ZTR		\$23,100				010-508.5-403	REPLACEMENT
7	1 TON FLAT BED DUMP TRUCK			\$50,000				
8	ZTR MOWER			\$25,000		\$30,000		
9	PLAYGROUND SET GARRISON		\$87,000					
10	PLAYGROUND SET RIPPER			\$100,000				
11	PLAYGROUND SET ELDON LYON				\$150,000			

Figure 7 – Parks Dept. 010-508.5

NO.	PROJECT	25-26	26-27	27-28	28-29	29-30	FUND	PURPOSE/NEED
1	DUMPSTERS	\$66,000	\$70,000	\$80,379	\$88,416	\$97,257	056-508.3-403	REPLACEMENTS
2	PARKING CANOPIES		\$62,500				056-508.3-404	FOR SIDE LOADERS
3	SANITATION OFFICE STORAGE			\$30,000			056-508.3-403	
4	NORTH DOOR FOR TRUCK BARN						056-508.3-342	
5	PAINT SOUTH BARN						056-508.3-342	
6	REPAIR ROOF AND SOUTH DOORS			\$50,000			056-508.3-342	
7	REAR LOADER TRUCK			\$320,000	\$412,000		056-508.3-402	
8	REBUILT SANITATION OFFICE			\$40,000				

Figure 8 – Sanitation Dept. 056-508.3

NO.	PROJECT	25-26	26-27	27-28	28-29	29-30	FUND	PURPOSE/NEED
1	½ TON PICK UP	\$35,000					010-508.2-402	RPL UNIT 61
2	2 TON HOT BOX ASPHALT TRAILER	\$26,000					010-508.2-403	EFFICIENT USE OF PRODUCT
3	TRAFFIC & STREET SIGNAGE	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	010-508.2-212	REPLACEMENT PROGRAM
4	OVERHEAD DOOR REPLACEMENT		\$12,000	\$12,000	\$12,000			PHASING IN
5	72" ZTR MOWER		\$22,000					REPLACEMENT
6	1 TON CREW CAB TRUCK		\$45,000					RPL UNIT 62
7	SIGNAL UPGRADE 23 RD COUNCIL	ENGINEER'S ESTIMATE						
8	SIGNAL UPGRADE 36 TH COUNCIL		ENGINEER'S ESTIMATE					
9	SIGNAL UPGRADE 30 TH COUNCIL			ENGINEER'S ESTIMATE				
10	SIGNAL UPGRADE 39 TH COUNCIL				ENGINEER'S ESTIMATE			
11	SIGNAL UPGRADE 39 TH EXPRESS. ROCKWELL					ENGINEER'S ESTIMATE		

Figure 9 – Street Dept. 010-508.2

NO.	PROJECT	25-26	26-27	27-28	28-29	29-30	FUND	PURPOSE/NEED
1	SEWER LINE JETTER	\$110,000					056-512.2-402	REPLACEMENT
2	F550 SERVICE TRUCK			\$75,000			056-512.2-402	REPLACE UNIT 48

Figure 10 – BPWA Wastewater Distribution. 056-512.2

NO.	PROJECT	25-26	26-27	27-28	28-29	29-30	FUND	PURPOSE/NEED
1	ONE TON TRUCK DUMP BED			\$72,000			056-512.1-40	OPERATIONS

Figure 11 – BPWA Water Distribution. 056-512.1

NO.	PROJECT	25-26	26-27	27-28	28-29	29-30	FUND	PURPOSE/NEED
1	EAST RECOVERY POND CLEANING	\$266,000					056-512.0-404	DEQ COMPLIANCE
2	AUTO GATES WTP			\$19,000			056-512.0-403	SECURITY
3	SECURITY CAMERAS WTP			\$20,000			056-512.0-403	SECURITY
4	GARAGE ENCLOSURE & CHEM STORAGE			\$25,000			056-512.0-404	CHEMICAL SAFETY
5	FORKLIFT	\$41,170					056-512.0-403	MOVING CHEMICAL TOTES SAFELY
6	2 TANKS & COMPONENT UPGRADE			\$200,000			056-512.0-404	NECESSARY MAINTENANCE
7	CHEM BLD HVAC			\$25,000			056-512.0-403	CLIMATE CONTROL FOR CHEMS
8	LIME SILO OVERHAUL			\$200,000			056-512.0-404	UPGRADE OUTDATED SILO
9	4WD SERVICE TRUCK			\$80,000			056-512.0-402	REPLACE UNIT 40
10	NEW TURBIDIMETER			\$75,000				MOVE & REPLACE

Figure 12 – BPWA Water Plant 056-512.0



CITY OF BETHANY
PROPOSED
CAPITAL IMPROVEMENT PLAN
AUGUST 2026

CAPITAL IMPROVEMENT PLAN

CURRENT STREET PROJECTS (2023-2026)



LOCATION	DESCRIPTION	STATUS	FUNDING/SOURCE
NW 23 RD STREET / ROCKWELL	TRAFFIC SIGNALIZATION & PEDESTRIAN CROSSWALK IMPROVEMENTS	COMPLETE	\$450,000 / G.O. BOND / PROP 1-A
NW 36 TH / ROCKWELL	TRAFFIC SIGNALIZATION & PEDESTRIAN CROSSWALK IMPROVEMENTS	COMPLETE	\$450,000.00 / G.O. BOND / PROP 1-B
NW 36 TH / COUNCIL ROAD	TRAFFIC SIGNALIZATION & PEDESTRIAN CROSSWALK IMPROVEMENTS	COMPLETE	\$450,000.00 / G.O. BOND / PROP 1-C
PENIEL – 39 TH TO 42 ND	PENIEL AVE. FROM NW 39 TH EXPRESSWAY TO NW 42 ND ST.	COMPLETE	\$520,000.00 / G.O. BOND / PROP 1-D
NW 30 TH – ROCKWELL TO PENIEL	PAVEMENT RECONSTRUCTION	COMPLETE	\$1,300,000.00 / G.O. BOND / PROP 1-E
MUELLER – NW 44 TH TO NW 50 TH	PAVEMENT RECONSTRUCTION	COMPLETE	\$850,000.00 / G.O. BOND / PROP 1-F
DIVIS – NW 36 TH TO NW 39 TH	PAVEMENT RECONSTRUCTION	COMPLETE	\$550,000.00 / G.O. BOND / PROP 1-G
PENIEL AVE. FROM NW 25 TH TO NW 30 TH	PAVEMENT RECONSTRUCTION	COMPLETE	\$425,000.00 / G.O. BOND / PROP 1-H
23 RD & ROCKWELL	MILL & OVERLAY	COMPLETE	\$609,000.00 / CRRSAA
SH-66	SIGNAL & PEDESTRIAN IMPROVEMENTS	COMPLETE	\$1,778,282.00 ODOT \$ 507,401.00 BETHANY
NW 34 TH STREET	HEALTHY LIVING AND ACTIVE COMMUNITY PROJECT	COMPLETE	\$100,000.00 / ARPA
NW 35 TH STREET/MUELLER/COLLEGE	PAVEMENT RECONSTRUCTION & SIDEWALK INSTALLATION	UNDER CONSTRUCTION	\$488,487.00 / 2016 G.O. BOND
TOTAL			\$8,478,170.00

CAPITAL IMPROVEMENT PLAN

CURRENT PARK PROJECTS (2023-2026)



LOCATION	DESCRIPTION	STATUS	FUNDING/ SOURCE
ELDON LYON PARK	REPAIR, IMPROVE, REMODEL, EQUIP, AND RENOVATE PLAYGROUND EXERCISE STATION, MULTIPURPOSE SHELTERS, & REMODEL RESTROOM FACILITIES	COMPLETE	\$265,750 / G.O. BOND PROP 2-A
RIPPER PARK	ACQUIRING & IMPROVING PLAYGROUND EQUIPMENT, CONSTRUCTING OR REMODELING RESTROOM FACILITIES BLEACHERS, SHADE STRUCTURES, PARK PLAYGROUND STRUCTURE	G.O. BOND COMPLETE BUDGETED FY26/27	\$189,100 / G.O. BOND PROP 2-B
HENRY GARRISON PARK	ACQUIRING & IMPROVING PLAYGROUND EQUIPMENT, CONSTRUCTING A MULTIPURPOSE PAVILION, & CONSTRUCTING OR REMODELING RESTROOM FACILITIES PLAYGROUND STRUCTURE	G.O. BOND COMPLETE BUDGETED FY26/27	\$127,500 / G.O. BOND PROP 2-C
MACRORY PARK	ACQUIRING & IMPROVING PLAYGROUND EQUIPMENT, CONSTRUCTING OR REMODELING RESTROOM FACILITIES PLAYGROUND STRUCTURE	G.O. BOND COMPLETE BUDGETED FY26/27	\$92,400 / G.O. BOND PROP 2-D
RON CLARK PARK	ACQUIRING & IMPROVING PLAYGROUND AND EQUIPPING DOG PARK FACILITIES	COMPLETE	\$111,750 / G.O. BOND PROP 2-E
CECIL MENDENALL PARK	IMPROVING BUT NOT LIMITED TO CONSTRUCTING RESTROOM FACILITIES EXERCISE EQUIPMENT	G.O. BOND COMPLETE BUDGETED FY26/27	\$74,500 / G.O. BOND PROP 2-F
TOTAL			\$861,000

CAPITAL IMPROVEMENT PLAN

CURRENT PUBLIC SAFETY PROJECTS (2023-2026)



LOCATION	DESCRIPTION	STATUS	FUNDING/SOURCE
FIRE STATION	PROPOSITION 3-A ENLARGING, REMODELING, RENOVATING, EQUIPPING & FURNISHING, BUT NOT LIMITED TO REMODEL, RENOVATION, PARKING LOT, SIDEWALKS, ARCHITECTURAL & ENGINEERING	COMPLETE	\$1,020,000 / G.O. BOND PROP 3-A
POLICE HEADQUARTERS	PROPOSITION 3-B ENLARGING, REMODELING, RENOVATING, EQUIPPING & FURNISHING BUT NOT LIMITED TO REPAIRING AND REPLACING THE EXISTING ROOF AND ENLARGING, RENOVATING & EQUIPPING THE EVIDENCE ROOM	COMPLETE	\$1,020,000 / G.O. BOND PROP 3-B
ANIMAL WELFARE	PROPOSITION 3-C REPAIRING, RENOVATING, EQUIPPING & FURNISHING THE EXISTING ANIMAL SHELTER FACILITY	COMPLETE	\$210,000 / G.O. BOND PROP 3-C
TOTAL			\$2,250,000



CAPITAL IMPROVEMENT PLAN

CURRENT WATER PROJECTS (2023-2026)



PROJECT	DESCRIPTION	STATUS	FUNDING/SOURCE
SMART WATER METERS	REPLACE EXISTING MECHANICAL WATER METERS WITH NEW ULTRASONIC METERS	COMPLETE	\$1,500,000 / STATE ARPA \$1,500,000 / LOCAL FUNDS
SMART WATER METERS	REPLACE EXISTING MECHANICAL WATER METERS WITH NEW ULTRASONIC METERS	COMPLETE	\$250,000 / COUNTY ARPA
WELL & WELLFIELD IMPROVEMENTS	REHABILITATING AND REDRILLING WATER WELLS	COMPLETE	\$4,416,000 / STATE ARPA
CDBG WATERLINE REPLACEMENT-2022	REPLACED WATERLINE FROM NW 32 ND TO NW 36 TH	COMPLETE	\$387,355 / 50% LOCAL FUNDS / 50% CDBG
CDBG WATERLINE REPLACEMENT-2024	NW 32 ND TO NW 36 TH HOLLOWAY TO MUELLER	COMPLETE	\$342,500 / 50% LOCAL FUNDS / 50% CDBG
TOTAL			\$8,395,855

CAPITAL IMPROVEMENT PLAN

CURRENT SANITARY SEWER PROJECT (2023-2026)



PROJECT	DESCRIPTION	STATUS	FUNDING/SOURCE
SANITARY SEWER REPLACEMENT	LIFT STATION & SANITARY SEWER LINE REPLACEMENT ON PENIEL	COMPLETE	\$3,372,692 / CITY ARPA
TOTAL			\$3,372,692





CITY OF BETHANY CAPITAL IMPROVEMENT PLAN

FUNDING OPTIONS COULD INCLUDE:

- LOCAL FUNDS
 - OKLAHOMA WATER RESOURCES BOARD (OWRB)
 - COMMUNITY DEVELOPMENT BLOCK GRANTS (CDBG)
- ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG)
 - U.S. BUREAU OF RECLAMATION (USBR)

- Projects contained in the CIP are the recommendation of the engineer based on review and assessment of current data and conditions.

CAPITAL IMPROVEMENT PLAN

PROPOSED STREET AND SIDEWALK PROJECTS



PRIORITY	LOCATION	WARD	ESTIMATED COSTS
1	NW 38 TH (COLLEGE TO ASBURY)*** PENIEL (NW 38 TH TO NW 39 TH)*** COLLEGE (NW 38 TH TO NW 39 TH)*** CITY PARKING LOT *****	2	\$485,000.00
2	N. ROCKWELL (NW 30 TH TO NW 36 TH)	2, 3, & 4	\$900,000.00
3	SIDEWALK (COLLEGE - SOUTH OF NW 37 TH TO NEAR NW 38 TH – WEST SIDE)	2	\$200,000.00
4	N. HOLLOWAY (NW 30 TH TO NW 32 ND)	4	\$675,000.00
5	NW 32 ND (HAMMOND TO MACARTHUR)	1	\$550,000.00
6	TAP SIDEWALK (36 TH ST. / GAP CONNECTIONS)	3	\$420,000.00
7	NW 19 TH (NORTH SIDE ROCKWELL TO WILLOW) WILLOW (WEST SIDE NW 19 TH TO NW 20 TH)	1	\$180,000.00 ****
8	TAP SIDEWALK ROCKWELL (36 TH TO 23 RD)	4	\$300,000.00
9	N. REDMOND (NW 46 TH TO NW 48 TH)	2	\$305,000.00 *****
10	NW 24 TH (N. DOWNING AVE. TO N. EAGLE LANE) DOWNING AVE. (NW 23 RD TO NW 24 TH)	3	\$235,000.00 **
11	NW 33 RD STREET (N. WILBURN TO N. ROCKWELL)	4	\$485,000.00
12	NW 32 ND (PENIEL TO HAMMOND)	1	\$575,000.00
13	NW 42 ND (N. DIVIS TO N. ROCKWELL)	3	\$440,000.00 **
14	N. DIVIS (NW 39 TH TO NW 42 ND)	3	\$250,000.00
15	BEAVER (NW 36 TH TO NW 39 TH)	2	\$500,000.00 *
16	NW 30 TH (PENIEL TO HAMMOND)	1	\$680,000.00 *****
17	PENIEL (NW 36 TH TO NW 38 TH)***	2	\$170,000.00
TOTAL			\$7,350,000.00

* Project cost to be updated once construction limits and cost share agreement is obtained with Bethany Children's Center.

** Project priority amended by Ward 3 council person.

*** Project to be milled and overlaid per Ward 2 council person's request.

**** Project added by Ward 1 council person

***** Street owned ½ Bethany and ½ OKC

***** Street owned ½ Bethany and ½ Warr Acres

***** Repair cracks and seal parking lot

* Project locations may be revised as priorities and/or funding availability change. Estimated cost shown as of July 2026.



CAPITAL IMPROVEMENT PLAN

PROPOSED WATER SYSTEM PROJECTS



YR.	WELL FIELD REHAB ARPA FUNDING	AUTOMATED METER INFRASTRUCTURE AND SERVICE LINE REPLACEMENT		WATERLINES <6" 16 BLOCKS/YEAR	SECTION LINE ROAD WATERLINES <12" ½ MILE / YEAR	WTP 2 MILLION GALLON TRUCK	BPS 2 MILLION GALLON TRUCK	ELEVATED 500,000 GALLON STEEL TANK	ELEVATED 1,000,000 GALLON STEEL TANK	WTP SCADA COMPUTERS	WTP NEW COMM	WTP NEW SUMP PUMP	BOOSTER PUMP STATION NEW PUMPS & MOTORS	GRANULAR ACTIVATED CARBON FILTERS (WTP)	WELLFIELD MAINTENANCE	ANNUAL TOTAL
		ARPA FUNDING	BETHANY FUNDING													
1	\$4,600,000.00	\$1,500,000.00	\$1,500,000.00													
2												\$30,000.00	\$2,500,000.00	\$2,500,000.00	\$50,000.00	\$5,080,000.00
3			\$1,600,000.00				\$1,050,000.00			\$100,000.00	\$35,000.00				\$50,000.00	\$2,835,000.00
4			\$1,600,000.00												\$50,000.00	\$1,650,000.00
5			\$1,600,000.00			\$750,000.00									\$50,000.00	\$2,400,000.00
6			\$1,550,000.00		\$800,000.00										\$50,000.00	\$2,400,000.00
7				\$625,000.00	\$800,000.00			\$875,000.00							\$50,000.00	\$2,350,000.00
8				\$625,000.00	\$800,000.00				\$875,000.00						\$50,000.00	\$2,350,000.00
9				\$625,000.00	\$800,000.00						\$35,000.00				\$50,000.00	\$1,510,000.00
10				\$625,000.00	\$800,000.00										\$50,000.00	\$1,475,000.00
11				\$625,000.00	\$800,000.00										\$50,000.00	\$1,475,000.00
12				\$625,000.00	\$800,000.00										\$50,000.00	\$1,475,000.00
13				\$625,000.00	\$800,000.00										\$50,000.00	\$1,475,000.00
14				\$625,000.00	\$800,000.00										\$50,000.00	\$1,475,000.00
15				\$625,000.00	\$800,000.00						\$35,000.00				\$50,000.00	\$1,510,000.00
16				\$625,000.00	\$800,000.00										\$50,000.00	\$1,475,000.00
17				\$625,000.00	\$800,000.00										\$50,000.00	\$1,475,000.00
18				\$625,000.00	\$800,000.00										\$50,000.00	\$1,475,000.00
19				\$750,000.00	\$800,000.00										\$50,000.00	\$1,600,000.00
20					\$800,000.00										\$50,000.00	\$850,000.00
	\$4,600,000.00	\$1,500,000.00	\$7,850,000.00	\$8,250,000.00	\$12,000,000.00	\$750,000.00	\$1,050,000.00	\$875,000.00	\$875,000.00	\$100,000.00	\$105,000.00	\$30,000.00	\$2,500,000.00	\$2,500,000.00	\$950,000.00	\$43,935,000.00

Opinion of Probable 20-year Capital Improvement costs = \$ 43,935,000.00

ARPA Funds = \$ 6,100,000.00

Bethany Fund = \$ 37,835,000.00

* Project locations may be revised as priorities and/or funding availability change. Estimated cost shown as of July 2026.

CAPITAL IMPROVEMENT PLAN

PROPOSED SANITARY SEWER PROJECTS



PRIORITY	PROJECT NAME	PROJECT LIMITS	ESTIMATED COSTS
1	BWA PWA	BLUFF CREEK WASTEWATER TREATMENT PLANT	\$20,000,000
2	LIFT STATION	NW 25 TH AND SHANNON LIFT STATION GRANT APPLICATION	\$ 750,000
3	PRIORITY AREA 1A	N. PENIEL FROM NW 32 ND TO NW 36 TH	\$ 815,063
4	PRIORITY AREA 1B	N. PENIEL FROM NW 36 TH TO NW 40 th	\$ 1,218,830
5	PRIORITY AREA 1C	N PENIEL FROM NW 40 TH TO NW 50 TH	\$ 1,541,253
6	PRIORITY AREA 1D	N PENIEL FROM NW 50 TH TO CITY LIMITS	\$ 1,465,215
7	PRIORITY AREA 2A	BEAVER FROM SOUTH OF NW 39 TH STREET TO NW 41 ST AND FROM BEAVER TO ROCKWELL	\$ 900,209
8	PRIORITY AREA 2B	SOUTH OF 41 ST FROM BEAVER TO MUELLER, AND NORTH FROM MUELLER TO NW 41 ST	\$ 508,427
9	PRIORITY AREA 2C	BETWEEN NW 41 ST AND NW 42 ND FROM BEAVER TO MUELLER AND A PORTION OF NW 42 ND	\$ 496,214
10	PRIORITY AREA 3A	NW 35 TH BETWEEN HOLLOWAY AND MUELLER	\$ 934,571
11	PRIORITY AREA 3B	ROCKWELL AND NW 32 ND AND NW 33 RD FROM COLLEGE TO PENIEL	\$ 538,097
12	PRIORITY AREA 3C	NW 35 TH BETWEEN MUELLER AND COLLEGE	\$ 643,045
13	PRIORITY AREA 3D	AREA BETWEEN COLLEGE AND MUELLER; BETWEEN NW 34 TH AND NW 32 ND	\$ 500,000
14	PRIORITY AREA 3E	AREA BETWEEN HOLLOWAY AND MUELLER; AND BETWEEN NW 34 TH AND NW 32 ND	\$ 500,000
15	PRIORITY AREA 4A	HAMMOND FROM NW 31 ST TO NW 32 ND	\$ 345,000
16	PRIORITY AREA 4B	HAMMOND FROM NW 30 TH TO NW 31 ST	\$ 465,000
17	PRIORITY AREA 4C	NW 31 ST TERR. FROM PENIEL TO HAMMOND	\$ 470,000
18	PRIORITY AREA 4D	NW 31 ST ST FROM WHEELER CIRCLE TO NW 31 ST TERR.	\$ 465,000
19	PRIORITY AREA 4E	NW 50 TH FROM PENIEL TO HAMMOND	\$ 430,000
20	PRIORITY AREA 5A	NW 52 ND BETWEEN MUELLER & CENTRAL	\$ 305,000
21	PRIORITY AREA 5B	NW 53 RD BETWEEN BEAVER & CENTRAL	\$ 340,000
22	PRIORITY AREA 5C	NW 53 RD BETWEEN ROCKWELL & MUELLER	\$ 590,000
	PRIORITY AREA 5D	ROCKWELL FROM NW 50 TH TO NW 54 TH	
23	PRIORITY AREA 5E	NW 50 TH FROM ROCKWELL TO MUELLER & N BETWEEN N BEAVER & WILLOW	\$ 370,000
TOTAL			\$ 34,590,924

* Project locations may be revised as priorities and/or funding availability change. Estimated cost shown as of July 2026.



CAPITAL IMPROVEMENT PLAN

PROPOSED DRAINAGE SYSTEM PROJECTS



CITY OF BETHANY STORM SEWER CIP CONCEPTUAL PROJECTS					
PRIORITY	NS ROAD LOCATION	EW ROAD LOCATION	PIPE LENGTH (FT)	SIZE OF PIPE (IN)	TOTAL PROJECT COST OPINION
1	N ROCKWELL AVE	NW 16 TH ST	210	78	\$ 585,816
2	N BRYAN AVE	NW 36 TH ST	220	4-57 X 38	\$ 585,778
3	N COLLEGE AVE	NW 50 TH ST	95	54	\$ 322,860
4	N COLLEGE AVE	NW 23 RD ST	180	45 X 50 (48)	\$ 471,157
5	N COUNCIL RD	NW 28 TH ST	30	42	\$ 104,486
6	N PENIEL AVE	NW 42 ND ST	185	2-18	\$ 312,036
7	N ASBURY AVE	NW 36 TH ST	950	33	\$1,449,051
8	N ROCKWELL AVE	NW 46 TH ST	30	12	\$ 97,145
9	N ROCKWELL AVE	NW 23 RD ST	200	72	\$ 585,255
10	N ROCKWELL AVE	NW 30 TH ST	35	72	\$ 161,430
11	N ROCKWELL AVE	NW 31 ST ST	160	66	\$ 615,813
12	N ROCKWELL AVE	NW 36 TH ST	50	42	\$ 195,150

TOTAL COST OPINION

\$ 5,485,977



* Project locations may be revised as priorities and/or funding availability change. Estimated cost shown as of July 2026.

Agenda: 08/04/2026

Item: 7

BETHANY CITY COUNCIL

From: Elizabeth A. Gray, City Manager
Date: July 30, 2026
Subject: Future Bethany Boom Parade and Fireworks Date

BACKGROUND

On March 21, 2023, City Council voted “*to approve having the Freedom Fest on July 4th starting in 2024 instead of the Saturday before*”. For the last three years, our Independence Day celebration, now called Bethany Boom Parade and Fireworks has been on July 4th.

Looking ahead to 2027, the fourth of July falls on a Sunday. Staff is requesting that the previously approved initiative be amended with a caveat so that if the holiday falls on a Sunday, then the parade and fireworks will be held on Saturday, July 3 instead.

RECOMMENDATION

1. Approve Resolution No. 1742 as presented.

ADDITIONAL COMMENTS

Minutes from the March 21, 2023 council meeting attached.



Motion was made by Vice-Mayor Magirowsky seconded by Council Member Knapp to appoint Keith Burlison to the Board of Adjustment to serve a three-year term. Yes votes: Lloyd, Palmer, McPhail, Plank, Magirowsky, Smart, Knapp, Larsen, Powell. No votes: None. Motion approved.

ITEM NO. 17 on the agenda was DISCUSSION AND POSSIBLE ACTION REGARDING CONDUCTING THE FREEDOM FESTIVAL ON JULY 4TH INSTEAD OF THE SATURDAY BEFORE. (MARILYN MCPHAIL, COUNCIL MEMBER)

There was discussion on how the date was set and fireworks already scheduled for the Saturday before the 4th for this year and that it was too late to change the date.

Motion was made then amended by Council Member Smart, seconded by Council Member McPhail to approve having the Freedom Festival on July 4th starting in 2024 instead of the Saturday before. Yes votes: Palmer, Powell, Knapp, Plank, Smart, Lloyd, Magirowsky, McPhail. No votes: None. Abstain: Larsen. Motion approved.

ITEM NO. 18 on the agenda was 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”).

Attorney Ray Jones stated that the minutes that Council Member McPhail wanted amended needed to be pulled from the consent docket and voted on separately.

Motion was made by Council Member McPhail, seconded by Council Member Palmer to amend the minutes of the March 7th meeting. Council Member McPhail wanted her statement inserted to Item No. 17 as follows: “the 24,000.00 earmarked for a specific cause and not just be placed in the city general fund”. Yes votes: Plank, Palmer, Smart, Lloyd, Magirowsky, Powell, Knapp, McPhail. No votes: None. Abstain: Larsen. Motion approved.

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

A. UPDATE ON BRANDT V CITY OF BETHANY, OKLA. CO. CASE NUMBER CJ-21-1978

Attorney Jones reported that this case was dismissed from action.

B. UPDATE ON FROGGE V. CITY OF BETHANY, W.D. OK CASE NUMBER CIV-22-0692.

RESOLUTION NO. 1742

**A RESOLUTION APPROVING THE BETHANY BOOM PARADE AND FIREWORKS
TO BE HELD ON INDEPENDENCE DAY UNLESS THE HOLIDAY FALLS ON A
SUNDAY IN WHICH CASE THE PARADE AND FIREWORKS WOULD BE HELD ON
SATURDAY, THE THIRD OF JULY**

WHEREAS, there has been an Independence Day event in the City of Bethany for many decades; and

WHEREAS, the Bethany Chamber of Commerce put on the Family Fun Fest for many years until they decided to discontinue hosting the event in 2004 and the City of Bethany took over the event renaming it the Bethany Freedom Festival; and

WHEREAS, in 2018 the event was restricted to a parade and fireworks show due to rising costs and staffing; and

WHEREAS, in 2021 the City Council passed an initiative to allow volunteers to organize the event and to hold the event on the Saturday prior to July 4th; and

WHEREAS, in 2023 the volunteers resigned from organizing future events and the City Council passed an initiative for the City of Bethany to continue with the parade and fireworks on Independence Day; and

WHEREAS, in 2024, the City of Bethany resumed hosting the event and renamed it Bethany Boom Parade and Fireworks.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bethany, Oklahoma, that the Bethany Boom Parade and Fireworks will be held on Independence Day unless the holiday falls on a Sunday in which case the parade and fireworks will be held on Saturday, the third of July.

*****END*****

The foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany on the _____ day of _____, 2026, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

Mayor

ATTEST:

City Clerk

Approved as to form and legality on _____, 2026.

CITY ATTORNEY

BETHANY CITY COUNCIL

From: Brett Crecelius, Community Development Director
Date: July 28, 2026
Subject: CERI 2026 Grant Program through ACOG

BACKGROUND

The Community Development Department is seeking to apply for the CERI 2026 Grant Program through the Association for Central Oklahoma Governments (ACOG). This grant opportunity is a planning grant that, if awarded, would allow for the planning of development for two major city assets. One application is for the revitalization of NW 23rd street between Council and Rockwell while the other application is for the downtown parking lot behind the 6700 block of NW 39th Expressway. Only one of the applications could be awarded. The grant would fund an approximate 9-month planning program, in partnership with IQC at OU, to plan for the future use and/or development of these areas. The grant would provide community input to be gathered to help develop a vision for one of these areas and how we could best improve traffic, pedestrian safety, city greenspace, and commercial activation. The final deliverable of the grant would be a well-developed plan that can be used to seek implementation funding.

RECOMMENDATION

1. Approve Resolution No. 1743 as presented.



ADDITIONAL COMMENTS

RESOLUTION NO. 1743

**A RESOLUTION APPROVING A GRANT APPLICATION TO THE ASSOCIATION OF
CENTRAL OKLAHOMA GOVERNMENTS FOR THE CERI 2026 GRANT PROGRAM.**

WHEREAS, the City of Bethany has heavily traveled commercial corridors along NW 39th Street and NW 23rd Street that require planning to address current and future transportation needs; and

WHEREAS the City of Bethany desires to improve streets, parking, and transportation infrastructure serving its business community; and

WHEREAS, the City of Bethany seeks to plan for the transportation needs of motorists, pedestrians, and other users within its commercial corridors; and

WHEREAS, the Association of Central Oklahoma Governments (ACOG) has made funding available through its CERI 2026 Grant Program to assist communities in planning efforts; and

WHEREAS, the CERI 2026 Grant Program requires a 10%, not to exceed \$3,000, local funding match, with eligible planning projects funded at ninety percent (90%) of project costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bethany, Oklahoma, that the City hereby authorizes the submission of an application to the Association of Central Oklahoma Governments for funding through the CERI 2026 Grant Program.

BE IT FURTHER RESOLVED that the City Council affirms its commitment to pursuing planning improvements that benefit the citizens, businesses, and visitors of the City of Bethany and authorizes the appropriate City officials to execute all documents necessary for the submission of the grant application.

END

The foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Bethany on the _____ day of _____, 2026, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

Mayor

ATTEST:

City Clerk

Approved as to form and legality on _____, 2026.

CITY ATTORNEY

BETHANY CITY COUNCIL

From: Brett Crecelius, Community Development Director
Date: July 28, 2026
Subject: Ripper Park Playground

BACKGROUND

The 2022 GO Bond included playground improvements to Ripper Park. After reviewing multiple quotes for equipment, Happy Playgrounds was selected as the vendor to install the Playworld Challenger Structure at Ripper Park. The selected quote includes installation of playground equipment, safety surfacing, and safety surfacing boundaries. The selected Playground would be ADA accessible and geared towards ages 5-12. Funds for the playground will be expended from remaining funds from the 2022 GO Bond.

RECOMMENDATION

1. As discussion develops.



ADDITIONAL COMMENTS

Happy Playgrounds, LLC
7170 S Braden Ave Suite 195
Tulsa, OK 74136
Oklahoma: (918) 992-3278
Arkansas: (479) 364-6145
amber.fitzgerald@happyplaygrounds.com



Quote # 7596-0
Quote Date 07-07-2026
Quote Amount \$60,948.00

BILL TO:
City of Bethany
Attention: Brett Crecelius
6700 NW 36th St
Bethany, OK 73008

Certified Woman Owned Small Business
Native American Owned
TERO & CESO Certified

SHIP TO:
Ripper Park
7801 NW 32nd St.
Bethany, OK 73008

PROJECT: Ripper Park Option 1

Item	Quantity	UOM	Description	Color	Unit Price	Total
350-2178	1.0	EA	350-2178-PLAYWORLD CHALLENGER STRUCTURE	TBD	\$58,524.00	\$58,524.00
DISCOUNT	1.0	EA	SALE STRUCTURE-VALID UNTIL AUGUST 30TH		-\$14,631.00	-\$14,631.00
FREIGHT	1.0	EA	FREE FREIGHT-VALID UNTIL AUGUST 30TH		\$0.00	\$0.00
EWf	60.0	EA	ENGINEERED WOOD FIBER-IPEMA CERTIFIED		\$25.00	\$1,500.00
APS-BORDER12"	34.0	EA	4' PLASTIC BORDER TIMBERS (12" HIGH), WITH RULER AND STAKE	BLACK	\$30.00	\$1,020.00
APS-HALFRAMP	1.0	EA	ADA HALF RAMP	BLACK	\$515.00	\$515.00
DROP FEE	1.0	EA	DROP FEE		\$175.00	\$175.00
FREIGHT	1.0	EA	FREIGHT FROM APS		\$345.00	\$345.00
LABOR	1.0	EA	PROFESSIONAL INSTALLATION OF STRUCTURE & SAFETY SURFACING		\$13,500.00	\$13,500.00

Signature/Date

Sub Total \$60,948.00
Estimated Tax \$0.00
Quote Amount \$60,948.00

Thank you for doing business with Happy Playgrounds, LLC



Notes:

RIPPER PARK OPTION 1

Receipt & Storage of Product:

Unless agreed upon ahead of time, the customer is responsible for unloading product from the truck and checking the bill of lading for missing equipment and/or damages. Please check deliveries carefully. Anything missing or damaged should be noted on the bill of lading when signing for the shipment. Photographs of damaged equipment should be taken and forwarded to us.

Happy Playgrounds, LLC
7170 S Braden Ave Suite 195
Tulsa, OK 74136
Oklahoma: (918) 992-3278
Arkansas: (479) 364-6145
amber.fitzgerald@happyplaygrounds.com



Certified Woman Owned Small Business
Native American Owned
TERO & CESO Certified

Quote #	7596-0
Quote Date	07-07-2026
Quote Amount	\$60,948.00

BILL TO:
City of Bethany
Attention: Brett Crecelius
6700 NW 36th St
Bethany, OK 73008

SHIP TO:
Ripper Park
7801 NW 32nd St.
Bethany, OK 73008

PROJECT: Ripper Park Option 1

Installation:

Our installation prices are based upon the site being graded and ready for the equipment, with no large rocks that may interfere with drilling the foundation. If large rocks or other obstacles are found which were unanticipated, there may be additional costs involved. We will notify the owner before proceeding.



New 4' Concrete Path - 58' long
By Owner



www.happyplaygrounds.com

EQUIPMENT SIZE:
19'2" x 31'4" x 10'6"

USE ZONE:
31'6" x 43'6"

AREA: **1,520.5 SqFt.** PERIMETER: **135.25 Ft.**

FALL HEIGHT:
9 Ft.

USER CAPACITY: **47** AGE GROUP: **5-12**



PROJECT NO:
HP070626-1

SCALE:
See Sheet

DRAWN BY:
Jace Malone

Paper Size

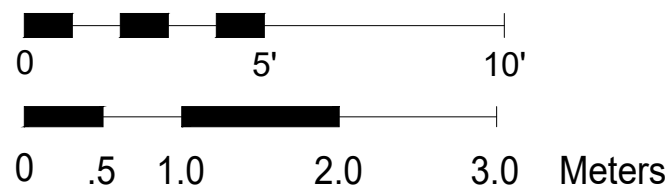
DATE:
06-JUL-2026

B

*PLAYGROUND SUPERVISION REQUIRED

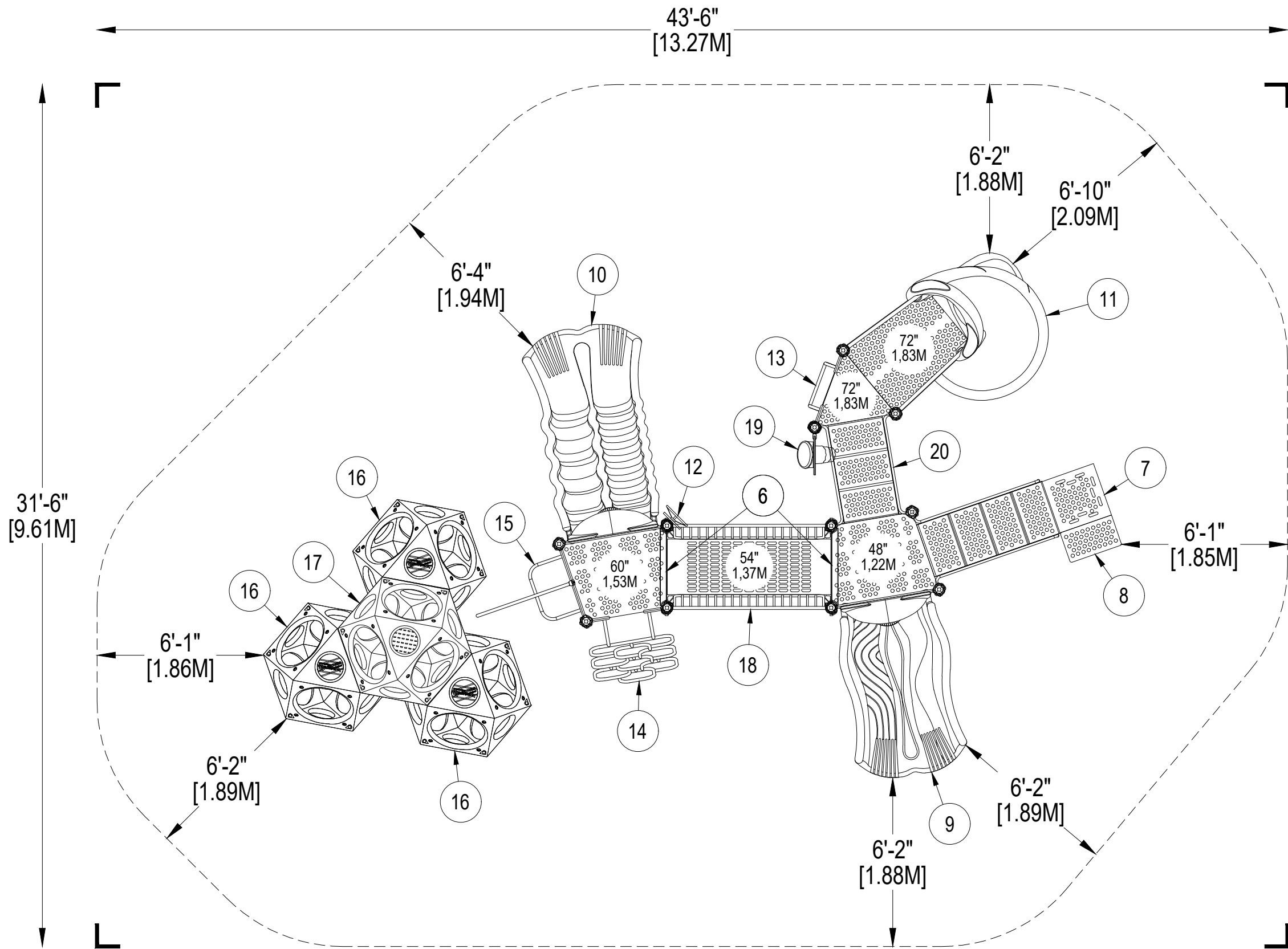
Ripper Park 7933-7975 NW 30th St Option 1

Bethany, OK 73008



B

CATALOG PRE-DESIGN



*PLAYGROUND SUPERVISION REQUIRED



PLAYWORLD SYSTEMS, INC.

1000 Buffalo Road
Lewisburg, PA
17837-9795 USA

EQUIPMENT SIZE:

31'4" x 19'2" x 10'6"

9,55M x 5,84M x 3,2M

USE ZONE:

43'6" x 31'6"

13,27M x 9,61M

AREA:

1,124 SqFt.

104,42 SqM.

PERIMETER:

124 Ft.

37,8M

FALL HEIGHT:

6'2"

2,75M

USER CAPACITY:

47

AGE GROUP:

5-12

ADA SCHEDULE	Total Elevated Play Activities: 7		
	Total Ground-Level Play Activities: 2		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	4	2	2
Provided	7	2	2

✓ ASTM F1487-25

✓ CPSC #325



PROJECT NO:

350-2178A

SCALE:

1/4"=1'-0"

DRAWN BY:

M. MERTZ

Paper Size

B

DATE:

15-JAN-26

350-2178

CATALOG PRE-DESIGN

350-2178

Design Number: 350-2178A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	2
2	ZZCH0038	3.5in OD x 148in STEEL POST W/ RIVETED CAP	6
3	ZZCH0048	3.5in OD x 160in STEEL POST W/ RIVETED CAP	3
Decks & Kick Plates			
4	ZZCH0617	TRIANGULAR COATED DECK ASSEMBLY	1
5	ZZCH0636	DOUBLE SLIDE COATED DECK ASSEMBLY	2
6	ZZCH2805	ENTRY SUPPORT BRACKET	2
ADA Items			
7	ZZCH2027	TRANSFER STATION W/BARRIERS (48in DECK)	1
8	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
9	ZZCH2727	TWIST AND SHOUT (48in DECK)	1
10	ZZCH2737	RUMBLE SEAT (60in DECK)	1
11	ZZCH3537	SLIDE- NUVO 360 SPIRAL SLIDE	1
Activity Panels			
12	ZZCH4290	POST MOUNTED STEERING WHEEL	1
Climbers			
13	ZZCH7957	SILO CLIMBER (72in DECK)	1
14	ZZCH8270	HOPSCOTCH CLIMBER (60in DECK)	1
15	ZZCH8939	TRANSITION CLIMBER- CHALLENGER	1
16	ZZUN8727	PLAYCUBE- GROUND LEVEL	3
17	ZZUN8747	PLAYCUBES- ABOVE GROUND- 3 SIDED CONNECTION	1
Bridges			
18	ZZCH7085	6ft CATWALK	1
Audible Activities			
19	ZZCH4649	POST MOUNT DRUM	1
Stairs and Ladders			
20	ZZCH9170	24in ACCESS STEPPED PLATFORM (DECK TO DECK)	1
Additional Tool & Maintenance Kits			
21	ZZUN1471	INSTALLER HARDWARE KIT	1
22	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1
23	ZZXX0678	LABEL KIT- COMPOSITE STRUCTURE - ASTM	1
24	ZZXXGNGUIC	GENERAL INSTALLERS GUIDE	1



RIPPER PARK



Agenda: 08/04/2026
Item: 10
BPWA Item: 2

BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY

From: Elizabeth Gray, City Manager
Date: August 4, 2026
Subject: Permission to Advertise Concrete Paving, Asphalt Paving and Drainage Repair Services

BACKGROUND

This contract will establish unit prices for work related to concrete paving, asphalt paving and drainage projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. In the past there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23rd and Council and 58th and Mueller that required pavement and storm sewer removal and replacement, whereby costs were not readily identified for the needed work. However, for the past three years we have had an on-call contract, and the contractor has been able to quickly remedy emergency and urgent repairs. This contract allows for unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair occurs, eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start the repairs.

RECOMMENDATION

1. Approval to advertise the on-call services contract for Concrete Paving, Asphalt Paving and Drainage Repair Services.



ADDITIONAL COMMENTS

Funding for this contract comes from the utility line maintenance budget.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

July 22, 2026

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

Re: Request Permission to Advertise for Bids the Concrete Paving, Asphalt Paving and Drainage
Repairs Services

Dear Ms. Gray,

We are requesting permission to advertise for bids the above referenced project. We anticipate the City Council to consider the award of the contract on September 15, 2026.

Should you need additional information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "S Manek", with a stylized flourish at the end.

Steve Manek, PE

Attachments: Project specifications

SPECIFICATIONS
for
CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE
REPAIR SERVICES

for the
CITY OF BETHANY
OKLAHOMA



BY:

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

TEIM Design, PLLC Project No. ET-462

August, 2026

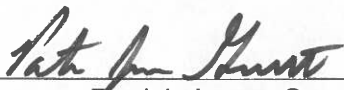
APPROVAL SHEET

CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 22 DAY OF July, 2026


Patrick James Garrett, P.E.



NOTICE TO BIDDERS

Notice is hereby given that the City of Bethany will receive sealed bids in the **Office of the City Clerk, located at Bethany City Hall, 6700 N.W. 36th Street, Bethany, Oklahoma, 73008** until _____ a.m. on _____ the _____ day of _____, 2026, for the construction of:

CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES

CITY OF BETHANY, OKLAHOMA

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

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

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

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

The City of Bethany reserves the right to reject any or all bids. Bids will be opened at _____ a.m. on _____ the _____ day of _____, 2026, in the **City Hall Building, 6700 N.W. 36th Street, Bethany, Oklahoma 73008**.

A mandatory pre-bid conference will be held at the City Hall Building, 6700 NW 36th Street, Bethany, Oklahoma 73008 on _____, _____, 2026, at _____ a.m. Attendance at the pre-bid conference is mandatory.

City Clerk

TABLE OF CONTENTS

	PAGE NO.
Approval Sheet	AS-1
Notice to Bidders	NTB-1
Table of Contents	TC-1 - TC-2
 General Provision	
Definition of Terms	GP-1 - GP3
Requirements for Bidders	GP-4 - GP-6
Award and Execution of Contract	GP-6 - GP-7
Scope of Work	GP-8
Control of the Work and Materials	GP-9 - GP-13
Legal Relation and Responsibility to the Public	GP-13 – GP20
Prosecution and Progress	GP-19 - GP-22
Payment	GP-22 - GP-23
 Special Provisions	
General	SP-1
Project Duration	SP-1
Insurance	SP-1
Laws and Ordinances	SP-1
Testing	SP-2
Interpretation of Plans and Specifications	SP-2
Rights-of-Way	SP-2
Field Check of Existing Structures	SP-2
Protection of Public and Private Property	SP-3
Water	SP-3
Connections with Existing Pipelines	SP-3
Electric Service for Construction	SP-3
Qualification Requirements	SP-4
Project Location	SP-4
Quantity	SP-4
Amount	SP-4
Materials	SP-4
Basis of Payment	SP-4
Award of Contract	SP-5
Approval of Materials	SP-5
Installation of Equipment	SP-5
Operating Data and Procedures Information	SP-6
Guarantee	SP-6
Clean-Up	SP-6
Removal of Equipment	SP-6
Materials and Workmanship	SP-6 - SP-7
Removal of Defective and Unauthorized Work	SP-7
Correction of Work After Final Payment	SP-7
Measurement and Payment	SP-7

Wage Rates	SP-8
Pre-Bidding Inspection of Site	SP-8
Bid Rejection	SP-8
Retainage	SP-8
Remove and Replace Fences	SP-8
Barricades and Warning Signs	SP-8
Protection of Existing Structures	SP-9
Tree Removal	SP-9
Sub-Surface Conditions	SP-9
Layout of Work and Surveys	SP-9
Protection and Restoration of Property	SP-9-10
Supplemental Technical Specifications	SP-10
Unbalanced Bids	SP-10
Traffic Control	SP-10
Contractor Project Manager	SP-10
Emergency Repair Response and Action	SP-10
Contract and Bonds	
Contract	1 - 5
Construction Bond	CB-1 - CB-3
Maintenance Bond	MB-1 - MB-3
Statutory Bond	SB-1 - SB-2
List of Documents Required for this Bid	LD-1
Proposal Documents	
Bid Form	BF-1 - BF-2
Detailed Bid Form	DBF-1-3
Contractor's Affidavits and Certificates	
Bid Bond	BB-1
Anticollusion Affidavit	A-1
Affidavit of Surety	AOS-1
Business Relationships Affidavit	BRA-1
Certificate of Non-Discrimination	CND-1
Affidavit of Non-Boycotting of Energy Companies	AONBEC-1

GENERAL PROVISIONS

GENERAL PROVISIONS

DEFINITION OF TERMS

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

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

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

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

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

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

CALENDER DAY - Any day of the year.

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

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

CITY BUILDING DEPARTMENT - The City Building Department.

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

CITY MANAGER - The Manager of the City.

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

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

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

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

COUNCIL - The Council of the City.

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

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

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

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

FURNISH - To supply.

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

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

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

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

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

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

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

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

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

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

PROVIDE - To furnish and erect or install.

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

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

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

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

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

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

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

REQUIREMENTS FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

- A. A good and sufficient Construction Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing the full and faithful execution of the work and performance of the contract.
- B. A good and sufficient Statutory Bond in an amount equal to one hundred (100) percent of the approximate total amount of the contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvement.
- C. A good and sufficient Maintenance Bond will be required for a period of **five (5) years** for all improvements from the date of final acceptance of the project(s) by the City. Said bond shall be in the sum as stated on the Maintenance Bond Form.

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

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

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

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

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

SCOPE OF WORK

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

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

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

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

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

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

Payment of extra work will be made as hereinafter provided.

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

CONTROL OF THE WORK AND MATERIALS

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

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

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

A. Change orders submitted to the City of Bethany for approval shall bear the approval of the Engineer and shall be prepared in three copies, distributed as follows:

1. One (1) copy to the City;
2. One (1) copy of the Contractor;
3. One (1) copy to the Engineer.

B. Change orders shall include the following:

1. Complete detail of the work contemplated.
2. Estimated cost of the work as originally planned and as contemplated by the Change Order.
3. Complete justification.
4. Statement as to whether the prices shown are contract bid prices or agreed prices.
5. Statement by the Contractor that he is willing to perform the work at the prices shown.
6. Increase or decrease in contract working time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.64 - Public Liability and Property Damage Insurance.

A. Contractor's Insurance

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

B. Owner's Insurance

1. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:
2. Bodily Injury Liability in an amount not less than \$500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, and an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident an aggregate limit of \$1,000,000.00.

C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.

D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

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

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

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

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

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

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

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

PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

SPECIAL PROVISIONS

GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to **CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES FOR THE CITY OF BETHANY, OKLAHOMA**. The bid schedule contains further information identifying the work to be completed. Each particular item of work is per the current edition of the City of Oklahoma City Standard Specifications for Public Improvements and construction standard drawings. Throughout the specifications, types of materials may be specified by manufacturer's name or catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the phrase "or approved equal", except that the burden is on the bidder to prove such equality. If the bidder elects to do this, he must request the Engineer's approval in writing to substitute such items for the specified item, stating the cost difference involved with supporting data, and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. All materials shall be new, unless specifically approved by the Engineer in writing. **The City of Bethany will provide the projects to the contractor as they are authorized by the City. The bid item unit prices will be used to establish the cost of each project(s). The Contractor and the Engineer shall agree on the amount of calendar days required for each project(s). The liquidated damages in the general conditions shall apply. The Engineer of Record will administer the contract.**

PROJECT DURATION

The work shall be commenced ten (10) days from the date on which a Work Order is issued for a repair project(s) and be completed as agreed upon between the engineer and the contractor in a non emergency situation. During an emergency situation the contractor shall immediately be on site with the engineer to coordinate the repair work. The contract duration shall be as determined by the City of Bethany. The contract is for one (1) year and if agreed upon by both the City of Bethany and the Contractor can be extended in one (1) year increments with a maximum of three (3) total years. Contract Bid Prices will be adjusted per additional year at a rate of the State of Oklahoma Consumer Price Index (CPI).

INSURANCE

The Contractor shall purchase and maintain insurance in accordance with the General Provisions.

LAWS AND ORDINANCES

- A. All work performed under this contract shall be in full accordance with the laws and ordinances pertinent to such work. In case of any conflict wherein the methods or standards of installation or materials specified do not equal or exceed the requirements of the laws or ordinances, the laws or ordinances shall govern. All items required by the laws or ordinances but not specified or shown on the drawings shall be furnished without extra charge as if shown on specifications, plans and drawings.
- B. The words "laws and ordinances" as used herein shall mean all local, state, or national codes, laws, ordinances, standards, rules, or regulations of any nature which are in any

way pertinent to, or regulatory over, the work covered by this section of the specifications.

TESTING

All tests shall be in accordance with the General Provisions and Standard Specifications. Costs of all tests on materials which meet specifications shall be borne by the City. Costs of all tests on materials which do not meet specifications shall be borne by the Contractor.

INTERPRETATION OF PLANS AND SPECIFICATIONS

The plans, these specifications, the proposal, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer at least five days before incurring any expense thereunder. Failure to so request shall be a complete defense to and waiver of any claim for damages by the Contractor.

RIGHTS-OF-WAY

The necessary rights-of-way for the structures will be provided by the City. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use care in placing construction tools, equipment, excavated materials, pipeline materials, and supplies so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer.

Any additional temporary construction right-of-way required shall be obtained by the City. The additional temporary right-of-way must be obtained prior to entering upon the property and doing any work.

FIELD CHECK OF EXISTING STRUCTURES

It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, equipment, or other existing items affected by or affecting the work under this contract. This shall be done prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the Information for Bidders which requires that each bidder visit the site of the work to familiarize himself with the arrangement and condition of existing construction.

The Contractor shall be solely responsible for determining the extent and costs of all removal and salvage operations. Any delay or extra expense to the Contractor due to encountering construction, piping, or equipment not shown or in locations different from those indicated on the plans shall not constitute a claim for extra work, additional payment, or damages.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveway, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition as determined and approved by the Engineer, whether within or outside the Owner's right-of-way. All replacements shall be made with new materials. The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the work or any part of it thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

WATER

All water that is required in connection with the work to be done under this Contract will be furnished in the vicinity of the site, by the Owner, provided:

- A. The Contractor shall procure such water in the location and in the manner designated by the Engineer.
- B. The Contractor at his own expense shall make authorized connections and provide means for delivering the water to the work site.
- C. The Contractor shall pay the established rate in accordance with the General Provisions if required by the City.

CONNECTIONS WITH EXISTING PIPELINES

Where connections are made between new work and existing pipelines, such connections shall be made in a thorough and workmanlike manner and to the satisfaction of the Engineer. Each connection with an existing water line shall be made at a time and under conditions as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations without damage to adjacent property. Water main installation specifications adopted by the City are included or referenced in the specifications for use in this project as applicable.

ELECTRIC SERVICE FOR CONSTRUCTION

Construction power may be obtained from the City facilities at points where service is available. Approval of points of connections, size of loads that can be connected at connection points, and type of connection shall be obtained from the Engineer and Public Works Superintendent. The

Contractor, at his sole expense, will provide any additional electrical distribution to any point in the project area where electrical power is required beyond the points where electrical power is available and provided by the Owner. The Contractor will reimburse the City for such electrical service in accordance with a negotiated schedule if required by the City.

QUALIFICATION REQUIREMENTS

Contractor must be listed by the City of Oklahoma City Contractor's Prequalification Board as Pre-qualified in the area of Paving Contractor "A" or Paving Contractor "B" and Stormwater Contractor "A" or Stormwater Contractor "B" under the provisions of the City of Oklahoma City Ordinance No. 26,614 approved December 9, 2020.

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

PROJECT LOCATION

City Wide.

QUANTITY

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

AMOUNT

This contract will be awarded for the base bid amount.

MATERIALS

All materials must meet the requirements of the City of Oklahoma City Standard Specifications for Public Improvements and construction standard drawings.

BASIS OF PAYMENT

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

AWARD OF CONTRACT

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

APPROVAL OF MATERIALS

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

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

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

INSTALLATION OF EQUIPMENT

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

OPERATING DATA AND PROCEDURES INFORMATION

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

GUARANTEE

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

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

CLEAN-UP

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

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

REMOVAL OF EQUIPMENT

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

MATERIALS AND WORKMANSHIP

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

mixed with or coated with dirt or any other foreign substances during its delivery and handling shall not be used in the work.

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

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

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

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

CORRECTION OF WORK AFTER FINAL PAYMENT

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

MEASUREMENT AND PAYMENT

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

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

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

WAGE RATES

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

PRE-BIDDING INSPECTION OF SITE

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

BID REJECTION

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

RETAINAGE

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

REMOVE AND REPLACE FENCES

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

BARRICADES AND WARNING SIGNS

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

PROTECTION OF EXISTING STRUCTURES

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

TREE REMOVAL

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

SUB-SURFACE CONDITIONS

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

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

LAYOUT OF WORK AND SURVEYS

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

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement, driveways, sidewalks, etc., to all water, sewer, gas or electric lines, or appurtenance thereof and to all other

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

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

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

UNBALANCED BIDS

Unbalanced Bids of the unit price contract will be rejected by the City of Bethany. The Engineer of Record will make final determination if a unit price(s) bid item has been unbalanced.

TRAFFIC CONTROL

The Traffic Control for projects(s) will be coordinated between Contractor and Engineer. The cost for each project will be an agreed upon amount. The bid item, Traffic Control, a set dollar amount for the contract bid is included. The set amount will be used for all the individual project(s) as agreed upon by the Engineer and the Contractor. All traffic control shall be installed in accordance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD).

CONTRACTOR PROJECT MANAGER

The contractor shall assign a Project Manager for the duration of the contract meeting the satisfaction of the Engineer. The contractor shall assign one (1) Project Manager for the project. An Assistant Project Manager shall be assigned when the Project Manager is not available because of vacation, other time off, etc. The Assistant Project Manager shall meet the satisfaction of the Engineer.

EMERGENCY REPAIR RESPONSE AND ACTION

The City and/or Engineer will contact the contractors Project Manager when an emergency repair is required. The contractors Project Manager will meet the City personnel at the emergency repair location within one (1) hour of being notified by the City and/or Engineer. Within four (4) hours of first being notified the contractor shall have mobilized and have the construction equipment and personnel and material on site to complete the repair.

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

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

WITNESSETH:

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

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

Concrete Paving, Asphalt Paving and Drainage Repair Services

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

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

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

_____ and ___/100 Dollars (\$_____).

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)
4. Payments to Contractor. The City shall make payments to the Contractor only after approval of the City Council. Contractor's invoice must be accompanied by signed affidavit as required by Oklahoma Statutes.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Hold Harmless. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Bethany from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the project itself, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts.
7. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

City of Bethany
6700 NW 36th Street
Bethany, OK 73008

If to Contractor:

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

9. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
10. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
11. Binding Effect. This Contract binds the parties and any successors and assigns of the parties. The contract becomes effective only upon submission of a signed and notarized non-collusion affidavit.
12. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Contractor

a(n) _____

Signature

Printed Name

Title

ATTEST:

Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of _____)

_____, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Bethany, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Bethany, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

Signature

Printed Name/Title

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

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number: _____

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are held
and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of
Oklahoma, hereinafter referred to as the Government, in the full and just sum Of

_____ for the payment of which, well and truly to
be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and
its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, said Principal is the lowest and
best bidder for the making of the following municipal work and improvement, viz:

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are held
and firmly bound unto the CITY OF BETHANY of the State of Oklahoma, in the full and just sum
of _____
_____, such sum being equal to the contract
amount for a period of one (1) year and thereafter for a period of four (4) years for the sum
of _____
_____, such sum being not less than 15% of the contract price, for the
payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs,
executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly
by these presents.

Dated this _____ day of _____, A.D., 20_____.

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

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

Secretary

By

Principal

ATTEST:

Secretary

By

Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are held
and firmly bound unto the STATE OF OKLAHOMA in the sum of

_____, for the payment of which, well and truly to be made, we,
and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its
successors and assigns, jointly and severally, firmly by these presents.

Dated this ____ day of _____, A.D., 20____.

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

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

ATTEST:

Secretary

By

Principal

ATTEST:

Secretary

By

Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

LIST OF DOCUMENTS REQUIRED FOR THIS BID

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA
TEIM Design, PLLC Project No. ET-462**

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

DOCUMENTS REQUIRED FOR THIS BID

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

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

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

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

BID FORM

Project Number: **TEIM Design, PLLC Project No. ET-462**

Description: **CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR
SERVICES
CITY OF BETHANY, OKLAHOMA**

Name of Firm: _____

Address: _____

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

Gentlemen:

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

Total Bid Price:

(\$_____).

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

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

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

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

City of Bethany Concrete Paving, Asphalt Paving and Drainage Repair Services - DETAILED BID FORM					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Asphalt Pavement Removal	SY	50.00		
2	Concrete Pavement Removal	SY	50.00		
3	Curb Removal	LF	50.00		
4	Furnish Lime	Ton	50.00		
5	Furnish Fly Ash	Ton	50.00		
6	Furnish Cement Kiln Dust	Ton	50.00		
7	6" LimeTreated Subgrade, ODOT Section 307	SY	250.00		
8	6" Flyash Subgrade Modification, ODOT Section 317	SY	250.00		
9	6" CKD Subgrade Modification, ODOT Special Provision	SY	250.00		
10	6" P.C. Concrete Paving	SY	250.00		
11	1" Additional P.C. Concrete Paving	SY	250.00		
12	6" High Early Strength P.C. Concrete Paving	SY	50.00		
13	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00		
14	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00		
15	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00		
16	6" Integral Concrete Curb	LF	50.00		
17	8" Integral Concrete Curb	LF	50.00		
18	6" Fast Track Patching (2,800PSI in 12 Hours)	SY	50.00		
19	Unclassified Excavation	CY	100.00		
20	8" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00		
21	6" Curb and 18" Gutter Repair (Remove and Replace)	LF	25.00		
22	Washed River Sand	Ton	50.00		
23	Traffic Stripe (Paint) (4-Inch Wide)	LF	500.00		
24	Handicap Ramp	SY	25.00		
25	Driveway Replacement	SY	25.00		
26	4" Sidewalk	SY	25.00		
27	Inlet Adjustment	EA	1.00		
28	Manhole Adjustment	EA	1.00		
29	Storm Sewer Hood Replacement	EA	1.00		
30	Select Borrow	CY	50.00		
31	Valve Box Adjustment	EA	1.00		
32	3500 P.S.I. Structural Concrete	CY	25.00		
33	Reinforcing Steel (GR 60)	LBS	2,500.00		
34	Flowable Fill	CY	25.00		
35	15" CGMP	LF	25.00		
36	15" CGMP End Section	EA	1.00		
37	18" CGMP	LF	25.00		
38	18" CGMP End Section	EA	1.00		

City of Bethany Concrete Paving, Asphalt Paving and Drainage Repair Services - DETAILED BID FORM					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
39	24" CGMP	LF	25.00		
40	24" CGMP End Sections	EA	1.00		
41	36" CGMP	LF	25.00		
42	36" CGMP End Sections	EA	1.00		
43	42" CGMP	LF	25.00		
44	42" CGMP End Sections	EA	1.00		
45	48" CGMP	LF	25.00		
46	48" CGMP End Sections	EA	1.00		
47	54" CGMP	LF	25.00		
48	54" CGMP End Sections	EA	1.00		
49	60" CGMP	LF	25.00		
50	60" CGMP End Sections	EA	1.00		
51	66" CGMP	LF	25.00		
52	66" CGMP End Sections	EA	1.00		
53	72" CGMP	LF	25.00		
54	72" CGMP End Sections	EA	1.00		
55	78" CGMP	LF	25.00		
56	78" CGMP End Sections	EA	1.00		
57	21" X 15" CGMPA	LF	25.00		
58	21" X 15" CGMPA End Sections	EA	1.00		
59	28" X 20" CGMPA	LF	25.00		
60	28" X 20" CGMPA End Sections	EA	1.00		
61	42" X 29" CGMPA	LF	25.00		
62	42" X 29" CGMPA End Sections	EA	1.00		
63	57" X 38" CGMPA	LF	25.00		
64	57" X 38" CGMPA End Sections	EA	1.00		
65	71" X 47" CGMPA	LF	25.00		
66	71" X 47" CGMPA End Sections	EA	1.00		
67	18" RCP (O-Ring)	LF	25.00		
68	18" RCP End Section	EA	1.00		
69	24" RCP (O-Ring)	LF	25.00		
70	24" RCP End Section	EA	1.00		
71	36" RCP (O-Ring)	LF	25.00		
72	36" RCP End Section	EA	1.00		
73	42" RCP (O-Ring)	LF	25.00		
74	42" RCP End Section	EA	1.00		
75	48" RCP (O-Ring)	LF	25.00		

City of Bethany Concrete Paving, Asphalt Paving and Drainage Repair Services - DETAILED BID FORM					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
76	48" RCP End Section	EA	1.00		
77	54" RCP (O-Ring)	LF	25.00		
78	54" RCP End Section	EA	1.00		
79	60" RCP (O-Ring)	LF	25.00		
80	60" RCP End Section	EA	1.00		
81	66" RCP (O-Ring)	LF	25.00		
82	66" RCP End Section	EA	1.00		
83	72" RCP (O-Ring)	LF	25.00		
84	72" RCP End Section	EA	1.00		
85	Television Inspection (Storm Pipe)	LF	100.00		
86	Filter Fabric	SY	100.00		
87	Crushed Rock (1 1/2 Inch Coarse)	TON	50.00		
88	ODOT Type A Aggregate Base	TON	50.00		
89	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00		
90	4' Dia. Manhole	EA	1.00		
91	Extra Depth Manhole (4')	LF	10.00		
92	5' Dia. Manhole	EA	1.00		
93	Extra Depth Manhole (5')	VF	10.00		
94	Manhole Ring and Lid	EA	5.00		
95	Solid Slab Sod (Area from 0-200SY)	SY	200.00		
96	Rehab. Existing Manhole	EA	2.00		
97	Cast Iron Curb Inlet (OKC Design 2-0)	EA	2.00		
98	Grated Street Inlet (OKC) (26')	EA	1.00		
99	Grated Street Inlet Additional Depth (OKC)	VF	5.00		
100	Epoxy Coated Reinforcing Steel	LBS	250.00		
101	Saw Cutting	LF	250.00		
102	Filter Fabric Silt Fence	LF	100.00		
103	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00		
104	Traffic Control	LSUM	1.00	\$ 25,000.00	\$ 25,000.00
105	Tack Coat	GAL	100.00		
106	Traffic Stripe (Paint) (Symbol)	EA	4.00		
107	Bonds	LSUM	1.00		
				BASE BID TOTAL	

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

BID BOND

**CONCRETE PAVING, ASPHALT PAVING AND DRAINAGE REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA
TEIM Design, PLLC Project No. ET-462**

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

TOTAL BID \$ _____

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

(SEAL) if Corporation

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

Signed _____

Notary Public

My Commission Expires: _____

By _____
Agent

Address

Affidavits Attached

**ANTICOLLUSION
AFFIDAVIT**

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

Signed _____
Bidder

By _____

Title _____

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

Notary Public

My Commission Expires:

AFFIDAVIT OF SURETY

Date

City of Bethany, Oklahoma

Gentlemen:

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

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

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

We are attaching a copy of our Power of Attorney.

Name of Company of Agency

Signature and Title

Address

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

Notary Public

My Commission Expires:

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

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

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

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

Notary Public

My Commission Expires: _____

CERTIFICATE OF NON-DISCRIMINATION

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

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

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

Contractor

ATTEST:

Secretary

AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES

Reference: 74 Oklahoma Statutes Section 12005

STATE OF _____) ss:
COUNTY OF _____)

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

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

Affiant's Signature

Affiant's Printed Name and Title

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

Notary Public

My commission expires:_____.

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

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

- a. engages in the exploration, production, utilization, transportation, sale, or
manufacturing of fossil-fuel-based energy and does not commit or pledge to meet
environmental standards beyond applicable federal and state law, or
- b. does business with a company described by subparagraph a of this paragraph;

Agenda: 08/04/2026

Item: 11

BPWA Item: 3

**BETHANY CITY COUNCIL
BETHANY PUBLIC WORKS AUTHORITY**

From: Elizabeth Gray, City Manager
Date: August 4, 2026
Subject: Permission to advertise the Water and Wastewater Repair Services Contract

BACKGROUND

This contract will establish unit prices for work related to water and wastewater projects. This project is to be used on an as-needed basis for circumstances beyond normal staff operations. In the past there have been instances where repairs from outside contractors were required to address emergency situations for waterlines at 23rd and Council and 55th and Mueller, as well as wastewater infrastructure near 58th and Mueller, whereby costs were not readily identified for the needed work. However, for the past three years we have had an on-call contract in place, and the contractor has been able to quickly remedy emergency and urgent repairs. This contract will allow for unit costs to be established, so when an issue arises based on the infrastructure identified as needing repairs, the cost can be determined before the actual repair takes place eliminating the need for delays or new quotes. There are also time requirements for the contractor to arrive on site and start repairs.

RECOMMENDATION

1. Approval to advertise the on-call services contract for Water and Wastewater Repair Services.



ADDITIONAL COMMENTS

Funding for this contract comes from the water and wastewater maintenance budget.



TRANSPORTATION • ENVIRONMENTAL • INFRASTRUCTURE • MUNICIPAL

July 22, 2026

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

Re: Request Permission to Advertise for Bids the Water and Wastewater Repairs Services

Dear Ms. Gray,

We are requesting permission to advertise for bids the above referenced project. We anticipate the City Council to consider the award of the contract on September 15, 2026.

Should you need additional information please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "S Manek", written in a cursive style.

Steve Manek, PE

Attachments: Project specifications

SPECIFICATIONS

for

WATER AND WASTEWATER REPAIR SERVICES

for the
CITY OF BETHANY
OKLAHOMA



BY:

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

TEIM Design, PLLC Project No. ET-463

August, 2026

APPROVAL SHEET

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

SUBMITTED BY

TEIM DESIGN, PLLC

THIS 22 DAY OF July, 2026

Patrick James Garrett
Patrick James Garrett, P.E.



NOTICE TO BIDDERS

Notice is hereby given that the City of Bethany will receive sealed bids in the **Office of the City Clerk, located at Bethany City Hall, 6700 N.W. 36th Street, Bethany, Oklahoma, 73008** until _____ a.m. on _____ the _____ day of _____, 2026, for the construction of:

WATER AND WASTEWATER REPAIR SERVICES

CITY OF BETHANY, OKLAHOMA

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

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

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

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

The City of Bethany reserves the right to reject any or all bids. Bids will be opened at _____ a.m. on _____ the _____ day of _____, 2026, in the **City Hall Building, 6700 N.W. 36th Street, Bethany, Oklahoma 73008**.

A mandatory pre-bid conference will be held at the City Hall Building, 6700 NW 36th Street, Bethany, Oklahoma 73008 on Wednesday, _____, 2026, at _____ a.m. Attendance at the pre-bid conference is mandatory.

City Clerk

TABLE OF CONTENTS

	PAGE NO.
Approval Sheet.....	AS-1
Notice to Bidders	NTB-1
Table of Contents	TC-1 - TC-2
 General Provision	
Definition of Terms	GP-1 - GP3
Requirements for Bidders.....	GP-4 - GP-6
Award and Execution of Contract	GP-6 - GP-7
Scope of Work	GP-8
Control of the Work and Materials	GP-9 - GP-13
Legal Relation and Responsibility to the Public	GP-13 – GP20
Prosecution and Progress	GP-19 - GP-22
Payment.....	GP-22 - GP-23
 Special Provisions	
General	SP-1
Project Duration	SP-1
Insurance	SP-1
Laws and Ordinances	SP-1
Testing	SP-2
Interpretation of Plans and Specifications.....	SP-2
Rights-of-Way	SP-2
Field Check of Existing Structures.....	SP-2
Protection of Public and Private Property	SP-3
Water	SP-3
Connections with Existing Pipelines	SP-3
Electric Service for Construction	SP-3
Qualification Requirements	SP-4
Project Location	SP-4
Quantity	SP-4
Amount	SP-4
Materials	SP-4
Basis of Payment	SP-4
Award of Contract	SP-5
Approval of Materials	SP-5
Installation of Equipment.....	SP-5
Operating Data and Procedures Information	SP-6
Guarantee	SP-6
Clean-Up.....	SP-6
Removal of Equipment.....	SP-6
Materials and Workmanship	SP-6 - SP-7
Removal of Defective and Unauthorized Work	SP-7
Correction of Work After Final Payment	SP-7
Measurement and Payment	SP-7

Wage Rates	SP-8
Pre-Bidding Inspection of Site	SP-8
Bid Rejection	SP-8
Retainage.....	SP-8
Remove and Replace Fences	SP-8
Barricades and Warning Signs	SP-8
Protection of Existing Structures	SP-9
Tree Removal	SP-9
Sub-Surface Conditions	SP-9
Layout of Work and Surveys	SP-9
Protection and Restoration of Property.....	SP-9-10
Supplemental Technical Specifications	SP-10
Unbalanced Bids	SP-10
Traffic Control	SP-10
Contractor Project Manager	SP-10
Emergency Repair Response and Action	SP-10 - 11
 Contract and Bonds	
Contract	1 - 5
Construction Bond.....	CB-1 - CB-3
Maintenance Bond	MB-1 - MB-3
Statutory Bond	SB-1 - SB-2
 List of Documents Required for this Bid	 LD-1
 Proposal Documents	
Bid Form	BF-1 - BF-2
Detailed Bid Form	DBF-1-3
 Contractor's Affidavits and Certificates	
Bid Bond	BB-1
Anticollusion Affidavit	A-1
Affidavit of Surety	AOS-1
Business Relationships Affidavit.....	BRA-1
Certificate of Non-Discrimination	CND-1
Affidavit of Non-Boycotting of Energy Companies	AONBEC-1

GENERAL PROVISIONS

GENERAL PROVISIONS

DEFINITION OF TERMS

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

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

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

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

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

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

CALENDER DAY - Any day of the year.

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

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

CITY BUILDING DEPARTMENT - The City Building Department.

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

CITY MANAGER - The Manager of the City.

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

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

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

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

COUNCIL - The Council of the City.

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

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

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

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

FURNISH - To supply.

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

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

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

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

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

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

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

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

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

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

PROVIDE - To furnish and erect or install.

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

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

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

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

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

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

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

REQUIREMENTS FOR BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

SCOPE OF WORK

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

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

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

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

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

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

Payment of extra work will be made as hereinafter provided.

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

CONTROL OF THE WORK AND MATERIALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL RELATION AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.64 - Public Liability and Property Damage Insurance.

A. Contractor's Insurance

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

B. Owner's Insurance

1. Contractor shall provide Owner's Protective Liability Insurance with this City as the name insured, and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operations of contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:
2. Bodily Injury Liability in an amount not less than \$500,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, and an amount not less than \$1,000,000.00 for one accident.
3. Property Damage Liability. Limits shall be carried in the amounts of not less than \$100,000.00 for any one accident an aggregate limit of \$1,000,000.00.

C. The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the state of Oklahoma.

D. Before awarding a contract, the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

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

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

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

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

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

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

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

PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

SPECIAL PROVISIONS

GENERAL

This project consists of furnishing labor and materials and related incidental work required to make improvements to **WATER AND WASTEWATER REPAIR SERVICES FOR THE CITY OF BETHANY, OKLAHOMA**. The bid schedule contains further information identifying the work to be completed. Each particular item of work is per the current edition of the City of Oklahoma City Standard Specifications for Public Improvements and construction standard drawings. Throughout the specifications, types of materials may be specified by manufacturer's name or catalog number in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the Bidder may assume the phrase "or approved equal", except that the burden is on the bidder to prove such equality. If the bidder elects to do this, he must request the Engineer's approval in writing to substitute such items for the specified item, stating the cost difference involved with supporting data, and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty, and cost. All materials shall be new, unless specifically approved by the Engineer in writing. **The City of Bethany will provide the projects to the contractor as they are authorized by the City. The bid item unit prices will be used to establish the cost of each project(s). The Contractor and the Engineer shall agree on the amount of calendar days required for each project(s). The liquidated damages in the general conditions shall apply. The Engineer of Record will administer the contract.**

PROJECT DURATION

The work shall be commenced ten (10) days from the date on which a Work Order is issued for a repair project(s) and be completed as agreed upon between the engineer and the contractor in a non emergency situation. During an emergency situation the contractor shall immediately be on site with the engineer to coordinate the repair work. The contract duration shall be as determined by the City of Bethany. The contract is for one (1) year and if agreed upon by both the City of Bethany and the Contractor can be extended in one (1) year increments with a maximum of three (3) total years. Contract Bid Prices will be adjusted per additional year at a rate of the State of Oklahoma Consumer Price Index (CPI).

INSURANCE

The Contractor shall purchase and maintain insurance in accordance with the General Provisions.

LAWS AND ORDINANCES

- A. All work performed under this contract shall be in full accordance with the laws and ordinances pertinent to such work. In case of any conflict wherein the methods or standards of installation or materials specified do not equal or exceed the requirements of the laws or ordinances, the laws or ordinances shall govern. All items required by the laws or ordinances but not specified or shown on the drawings shall be furnished without extra charge as if shown on specifications, plans and drawings.
- B. The words "laws and ordinances" as used herein shall mean all local, state, or national codes, laws, ordinances, standards, rules, or regulations of any nature which are in any

way pertinent to, or regulatory over, the work covered by this section of the specifications.

TESTING

All tests shall be in accordance with the General Provisions and Standard Specifications. Costs of all tests on materials which meet specifications shall be borne by the City. Costs of all tests on materials which do not meet specifications shall be borne by the Contractor.

INTERPRETATION OF PLANS AND SPECIFICATIONS

The plans, these specifications, the proposal, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications; Special Provisions shall govern over both General and Standard Specifications; and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer at least five days before incurring any expense thereunder. Failure to so request shall be a complete defense to and waiver of any claim for damages by the Contractor.

RIGHTS-OF-WAY

The necessary rights-of-way for the structures will be provided by the City. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and shall use care in placing construction tools, equipment, excavated materials, pipeline materials, and supplies so as to cause the least possible damage to property and interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the Engineer.

Any additional temporary construction right-of-way required shall be obtained by the City. The additional temporary right-of-way must be obtained prior to entering upon the property and doing any work.

FIELD CHECK OF EXISTING STRUCTURES

It shall be the responsibility of the Contractor to check all dimensions and elevations of existing structures, pipelines, equipment, or other existing items affected by or affecting the work under this contract. This shall be done prior to the start of construction or ordering of materials and equipment affected thereby.

The Contractor's attention is directed to the Information for Bidders which requires that each bidder visit the site of the work to familiarize himself with the arrangement and condition of existing construction.

The Contractor shall be solely responsible for determining the extent and costs of all removal and salvage operations. Any delay or extra expense to the Contractor due to encountering construction, piping, or equipment not shown or in locations different from those indicated on the plans shall not constitute a claim for extra work, additional payment, or damages.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing, driveway, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition as determined and approved by the Engineer, whether within or outside the Owner's right-of-way. All replacements shall be made with new materials. The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or men to or from the work or any part of it thereof, whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

WATER

All water that is required in connection with the work to be done under this Contract will be furnished in the vicinity of the site, by the Owner, provided:

- A. The Contractor shall procure such water in the location and in the manner designated by the Engineer.
- B. The Contractor at his own expense shall make authorized connections and provide means for delivering the water to the work site.
- C. The Contractor shall pay the established rate in accordance with the General Provisions if required by the City.

CONNECTIONS WITH EXISTING PIPELINES

Where connections are made between new work and existing pipelines, such connections shall be made in a thorough and workmanlike manner and to the satisfaction of the Engineer. Each connection with an existing water line shall be made at a time and under conditions as authorized by the Owner. Suitable facilities shall be provided for proper dewatering, drainage, and disposal of all water removed from the dewatered lines and excavations without damage to adjacent property. Water main installation specifications adopted by the City are included or referenced in the specifications for use in this project as applicable.

ELECTRIC SERVICE FOR CONSTRUCTION

Construction power may be obtained from the City facilities at points where service is available. Approval of points of connections, size of loads that can be connected at connection points, and type of connection shall be obtained from the Engineer and Public Works Superintendent. The

Contractor, at his sole expense, will provide any additional electrical distribution to any point in the project area where electrical power is required beyond the points where electrical power is available and provided by the Owner. The Contractor will reimburse the City for such electrical service in accordance with a negotiated schedule if required by the City.

QUALIFICATION REQUIREMENTS

Contractor must be listed by the City of Oklahoma City Contractor's Prequalification Board as Pre-qualified in the area of Water Pipeline contractor "A" or Water Pipeline contractor "B" and Wastewater Pipeline "A" or Wastewater Pipeline "B" under the provisions of the City of Oklahoma City Ordinance No. 26,614 approved December 9, 2020.

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

PROJECT LOCATION

City Wide.

QUANTITY

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

AMOUNT

This contract will be awarded for the base bid amount.

MATERIALS

All materials must meet the requirements of the City of Oklahoma City Standard Specifications for Public Improvements and construction standard drawings.

BASIS OF PAYMENT

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

AWARD OF CONTRACT

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

APPROVAL OF MATERIALS

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

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

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

INSTALLATION OF EQUIPMENT

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

OPERATING DATA AND PROCEDURES INFORMATION

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

GUARANTEE

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

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

CLEAN-UP

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

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

REMOVAL OF EQUIPMENT

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

MATERIALS AND WORKMANSHIP

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

mixed with or coated with dirt or any other foreign substances during its delivery and handling shall not be used in the work.

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

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

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

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

CORRECTION OF WORK AFTER FINAL PAYMENT

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

MEASUREMENT AND PAYMENT

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

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

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

WAGE RATES

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

PRE-BIDDING INSPECTION OF SITE

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

BID REJECTION

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

RETAINAGE

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

REMOVE AND REPLACE FENCES

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

BARRICADES AND WARNING SIGNS

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

PROTECTION OF EXISTING STRUCTURES

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

TREE REMOVAL

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

SUB-SURFACE CONDITIONS

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

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

LAYOUT OF WORK AND SURVEYS

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

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavement, driveways, sidewalks, etc., to all water, sewer, gas or electric lines, or appurtenance thereof and to all other

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

SUPPLEMENTAL TECHNICAL SPECIFICATIONS

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

UNBALANCED BIDS

Unbalanced Bids of the unit price contract will be rejected by the City of Bethany. The Engineer of Record will make final determination if a unit price(s) bid item has been unbalanced.

TRAFFIC CONTROL

The Traffic Control for projects(s) will be coordinated between Contractor and Engineer. The cost for each project will be an agreed upon amount. The bid item, Traffic Control, a set dollar amount for the contract bid is included. The set amount will be used for all the individual project(s) as agreed upon by the Engineer and the Contractor. All traffic control shall be installed in accordance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD).

CONTRACTOR PROJECT MANAGER

The contractor shall assign a Project Manager for the duration of the contract meeting the satisfaction of the Engineer. The contractor shall assign one (1) Project Manager for the project. An Assistant Project Manager shall be assigned when the Project Manager is not available because of vacation, other time off, etc. The Assistant Project Manager shall meet the satisfaction of the Engineer.

EMERGENCY REPAIR RESPONSE AND ACTION

The City and/or Engineer will contact the contractors Project Manager when an emergency repair is required. The contractors Project Manager will meet the City personel at the emergency repair location within one (1) hour of being notified by the City and/or Engineer. Within four (4) hours of first being notified the contractor shall have mobilized and have the construction equipment and personnel and material on site to complete the repair.

CONTRACT AND BONDS

CONSTRUCTION CONTRACT

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

WITNESSETH:

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

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

Water and Wastewater Repair Services

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

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

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

_____ and ___/100 Dollars (\$_____).

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services

and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)
4. Payments to Contractor. The City shall make payments to the Contractor only after approval of the City Council. Contractor's invoice must be accompanied by signed affidavit as required by Oklahoma Statutes.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Hold Harmless. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Bethany from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the project itself, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts.
7. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

City of Bethany
6700 NW 36th Street
Bethany, OK 73008

If to Contractor:

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

9. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
10. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
11. Binding Effect. This Contract binds the parties and any successors and assigns of the parties. The contract becomes effective only upon submission of a signed and notarized non-collusion affidavit.
12. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Contractor

a(n) _____

Signature

Printed Name

Title

ATTEST:

Secretary and/or Witness

NON-COLLUSION AFFIDAVIT

State of Oklahoma)
) ss.
County of _____)

_____, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by the Contractor to submit the above Contract to the City of Bethany, Oklahoma. Affiant further states that Contractor has not paid, given or donated, or agreed to pay give or donate to any officer or employee of the City of Bethany, any money or other valuable thing, either directly or indirectly, in the procuring of this Contract.

Signature

Printed Name/Title

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

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number: _____

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are held
and firmly bound unto the CITY OF BETHANY of the State of Oklahoma and the State of
Oklahoma, hereinafter referred to as the Government, in the full and just sum Of

_____ for the payment of which, well and truly to
be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and
its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, A.D., 20_____.

The conditions of this obligation are such, that whereas, said Principal is the lowest and
best bidder for the making of the following municipal work and improvement, viz:

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

Dated this _____ day of _____, A.D., 20_____.

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

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

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

ATTEST:

Secretary

By _____
Principal

ATTEST:

Secretary

By _____
Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are held
and firmly bound unto the STATE OF OKLAHOMA in the sum of

_____, for the payment of which, well and truly to be made, we,
and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its
successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, A.D., 20_____.

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

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

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

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

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

ATTEST:

Secretary

By

Principal

ATTEST:

Secretary

By

Surety

Approved as to form this ____ day of _____, A.D., 20____.

City Attorney

LIST OF DOCUMENTS REQUIRED FOR THIS BID

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA
TEIM Design, PLLC Project No. ET-463**

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

DOCUMENTS REQUIRED FOR THIS BID

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

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

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

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

BID FORM

Project Number: **TEIM Design, PLLC Project No. ET-463**

Description: **WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

Name of Firm: _____

Address: _____

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

Gentlemen:

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

Total Bid Price:

(\$_____).

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

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

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

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

ATTEST: (Corporate Seal)

Name of Corporation/Firm

Signature

*

Signature

*

*On these lines, type or print the name and Title of each person who signed above.

If Bidder is a Corporation, affix corporate stamp or seal, if any, or, in the alternative, comply with paragraph II f) of the Signature Requirements for Bidder Documents.

All signatures must be original ink signatures.

STATE OF _____)
_____) SS
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

Name and Address of Major Subcontractors

Each subcontractor and manufacturer listed below is capable of bonding his portion of the work and will be retained by the Prime Contractor if awarded the contract for construction. Substitution of subcontractors will not be made unless express written consent of the Engineer is received.

1. _____
2. _____
3. _____
4. _____
5. _____
- . _____

City of Bethany Water and Wastewater Repair Services - DETAILED BID FORM					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Trench Excavation and Backfill (0 - 10')	LF	100.00		
2	Trench Excavation and Backfill (10' - 15')	LF	100.00		
3	Unclassified Excavation	CY	50.00		
4	1" Single Short Service Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
5	1" Single Long Service (Street Bore) Connection w/ 2" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
6	1" Single Short Service Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
7	1" Single Long Service (Street Bore) Connection w/ 4" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
8	4" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00		
9	4" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00		
10	6" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00		
11	6" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00		
12	1" Single Short Service Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
13	1" Single Long Service (Street Bore) Connection w/ 6" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
14	8" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00		
15	8" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00		
16	1" Single Short Service Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
17	1" Single Long Service (Street Bore) Connection w/ 8" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
18	10" P.V.C. Waterline (AWWA C905, Pressure Class 150 P.S.I.)	LF	50.00		
19	1" Single Service Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
20	1" Single Long Service (Street Bore) Connection w/ 10" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
21	12" D.I.P. Waterline (P.C. 350) w/ 8 mil poly wrap	LF	50.00		
22	12" P.V.C. Waterline (AWWA C900, DR 14)	LF	50.00		
23	1" Single Short Service Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
24	1" Single Long Service (Street Bore) Connection w/ 12" Brass Saddle w/ Neptune Mach 10 Ultrasonic Meter R900i (RF)	EA	1.00		
25	16" P.V.C. Waterline (AWWA C905, Pressure Class 200 P.S.I.)	LF	50.00		
26	Filter Fabric	SY	100.00		
27	Fittings	LBS	500.00		
28	Mega-Lug Series 1104	EA	2.00		
29	Mega-Lug, Series 1106	EA	2.00		
30	Mega-Lug, Series 1108	EA	2.00		
31	Mega-Lug, Series 1110	EA	2.00		
32	Mega-Lug, Series 1112	EA	2.00		
33	Mega-Lug, Series 1116	EA	2.00		
34	Mega-Lug, Series 1118	EA	2.00		
35	Mega-Lug, Series 1120	EA	2.00		
36	Mega-Lug, Series 1124	EA	2.00		
37	Mega-Lug Series 2004PV	EA	2.00		
38	Mega-Lug, Series 2006PV	EA	2.00		
39	Mega-Lug, Series 2008PV	EA	2.00		
40	Mega-Lug, Series 2010PV	EA	2.00		
41	Mega-Lug, Series 2012PV	EA	2.00		
42	Mega-Lug, Series 2016PV	EA	2.00		
43	Meter Relocation	EA	5.00		
44	2" Gate Valve and Box	EA	1.00		
45	4" Gate Valve & Box	EA	1.00		

City of Bethany Water and Wastewater Repair Services - DETAILED BID FORM					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
46	6" Gate Valve & Box	EA	1.00		
47	8" Gate Valve & Box	EA	1.00		
48	10" Gate Valve & Box	EA	1.00		
49	12" Gate Valve & Box	EA	1.00		
50	16" Gate Valve & Box	EA	1.00		
51	Waterline Disinfection and Testing	LF	500.00		
52	Fire Hydrant (Complete) (Includes Removal of Existing Hydrant)	EA	2.00		
53	6" Tapping Valve and Sleeve and Tap	EA	1.00		
54	8" Tapping Valve and Sleeve and Tap	EA	1.00		
55	12" Tapping Valve and Sleeve and Tap	EA	1.00		
56	16" Tapping Valve and Sleeve and Tap	EA	1.00		
57	Waterline Insertion Stopple (4")	EA	1.00		
58	Waterline Insertion Stopple (6")	EA	1.00		
59	Waterline Insertion Stopple (8")	EA	1.00		
60	Waterline Insertion Stopple (10")	EA	1.00		
61	Waterline Insertion Stopple (12")	EA	1.00		
62	Insta Valve (Stainless Steel) (4")	EA	1.00		
63	Insta Valve (Stainless Steel) (6")	EA	1.00		
64	Insta Valve (Stainless Steel) (8")	EA	1.00		
65	Insta Valve (Stainless Steel) (10")	EA	1.00		
66	Insta Valve (Stainless Steel) (12")	EA	1.00		
67	2" Blow-Off Valve	EA	1.00		
68	2" Air Vacuum / Air Release Valve	EA	1.00		
69	4' Dia. Manhole	EA	1.00		
70	Extra Depth Manhole (4')	VF	10.00		
71	5' Dia. Manhole	EA	1.00		
72	Extra Depth Manhole (5')	VF	10.00		
73	6' Dia. Manhole	EA	1.00		
74	Extra Depth Manhole (6')	VF	10.00		
75	Manhole Ring and Lid	EA	5.00		
76	6" Sanitary Sewer Line	LF	50.00		
77	6" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I.)	LF	50.00		
78	8" Sanitary Sewer Line	LF	50.00		
79	8" P.V.C. Sanitary Sewer Line (Dr-18, Pressure Class 150 P.S.I.)	LF	50.00		
80	10" Sanitary Sewer Line	LF	50.00		
81	12" Sanitary Sewer Line	LF	50.00		
82	18" Sanitary Sewer Line	LF	50.00		
83	6" X 4" Wye	EA	5.00		
84	8" X 4" Wye	EA	5.00		
85	10" X 4" Wye	EA	5.00		
86	12" X 4" Wye	EA	5.00		
87	4" Riser Pipe	LF	120.00		
88	Sanitary Sewer Line Testing	LF	400.00		
89	Television Inspection (Sanitary Sewer)	LF	100.00		
90	Rehab. Existing Manhole	EA	1.00		

City of Bethany Water and Wastewater Repair Services - DETAILED BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
91	12" Steel Casing by Boring	LF	40.00		
92	16" Steel Casing by Boring	LF	40.00		
93	18" Steel Casing by Boring	LF	40.00		
94	20" Steel Casing by Boring	LF	40.00		
95	30" Steel Casing by Boring	LF	40.00		
96	2" PVC SCH 80 Pipe	LF	50.00		
97	3" PVC SCH 80 Pipe	LF	50.00		
98	4" PVC SCH 80 Pipe	LF	50.00		
99	Pipe Bursting (6") OKC Spec. Sec. 615)	LF	100.00		
100	Pipe Bursting (8") OKC Spec. Sec. 615)	LF	100.00		
101	Pipe Bursting (10") OKC Spec. Sec. 615)	LF	100.00		
102	Pipe Bursting (12") OKC Spec. Sec. 615)	LF	100.00		
103	Re-Connect Sanitary Sewer Service for Pipe Bursting	EA	5.00		
104	Sanitary Sewer By-Pass Pumping (0 to 750 GPM) (Per Day)	EA	2.00		
105	Sanitary Sewer By-Pass Pumping (751 to 12,500 GPM) (Per Day)	EA	3.00		
106	Remove and Replace Chainlink Fence (4' Height)	LF	100.00		
107	Remove and Replace Stockade Fence (6' Height)	LF	100.00		
108	Solid Slab Sod (Area from 0-200SY)	SY	200.00		
109	Solid Slab Sod (Area from 200SY-2000SY)	SY	1,000.00		
110	Saw Cutting	LF	250.00		
111	ODOT Type A Aggregate Base	TON	50.00		
112	1" Crusher Run Rock	Ton	50.00		
113	Crushed Rock Pipe Foundation, ASTM C-33 Gradation 67 (3/4" TO NO. 4)	TON	50.00		
114	Filter Fabric Silt Fence	LF	100.00		
115	4" Paving Markings (Paint)	LF	250.00		
116	24" Wide Traffic Stripe (Paint)	LF	100.00		
117	Thermoplastic Traffic Arrows (ODOT)	EA	5.00		
118	Thermoplastic Traffic Words (ODOT)	EA	5.00		
119	Asphalt Pavement Removal	SY	50.00		
120	Concrete Pavement Removal	SY	50.00		
121	6" High Early Strength P.C. Concrete Paving	SY	50.00		
122	1" Additional High Early Strength P.C. Concrete Paving	SY	50.00		
123	Asphalt Concrete Type A (PG 64-22OK)	TON	50.00		
124	Asphalt Concrete Type B (PG 64-22OK)	TON	50.00		
125	Survey by Oklahoma Licensed Register Land Surveyor (4 hour minimum)	HR	50.00		
126	Traffic Control	LSUM	1.00	\$ 25,000.00	\$ 25,000.00
127	Trench Excavation and Backfill (0' - 5')	LF	100.00		
128	Stainless Steel Pipe Repair Clamp (4") (Ford FS Style or Approved Equal)	EA	1.00		
129	Stainless Steel Pipe Repair Clamp (6") (Ford FS Style or Approved Equal)	EA	1.00		
130	Stainless Steel Pipe Repair Clamp (8") (Ford FS Style or Approved Equal)	EA	1.00		
131	Stainless Steel Pipe Repair Clamp (10") (Ford FS Style or Approved Equal)	EA	1.00		
126	Stainless Steel Pipe Repair Clamp (12") (Ford FS Style or Approved Equal)	EA	1.00		
127	Bonds	LSUM	1.00		
				BASE BID TOTAL	

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA**

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

BID BOND

**WATER AND WASTEWATER REPAIR SERVICES
CITY OF BETHANY, OKLAHOMA
TEIM Design, PLLC Project No. ET-463**

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

TOTAL BID \$ _____

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

(SEAL) if Corporation

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

Signed _____

Notary Public

My Commission Expires: _____

By _____
Agent

Address

Affidavits Attached

**ANTICOLLUSION
AFFIDAVIT**

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

Signed _____
Bidder

By _____

Title _____

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

Notary Public

My Commission Expires:

AFFIDAVIT OF SURETY

Date

City of Bethany, Oklahoma

Gentlemen:

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

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

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

We are attaching a copy of our Power of Attorney.

Name of Company of Agency

Signature and Title

Address

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

Notary Public

My Commission Expires:

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

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

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

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

Notary Public

My Commission Expires: _____

CERTIFICATE OF NON-DISCRIMINATION

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

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

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

Contractor

ATTEST:

Secretary

AFFIDAVIT OF NON-BOYCOTTING OF ENERGY COMPANIES

Reference: 74 Oklahoma Statutes Section 12005

STATE OF _____) ss:
COUNTY OF _____)

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

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

Affiant's Signature

Affiant's Printed Name and Title

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

Notary Public

My commission expires:_____.

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

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

- a. engages in the exploration, production, utilization, transportation, sale, or
manufacturing of fossil-fuel-based energy and does not commit or pledge to meet
environmental standards beyond applicable federal and state law, or**
- b. does business with a company described by subparagraph a of this paragraph;**

CITY OF BETHANY

From: Elizabeth A. Gray, City Manager
Date: July 28, 2026
Subject: Amended Purchasing Manual

BACKGROUND

The Purchasing Manual for the City was last approved on September 7, 2021. Costs of goods and services have increased since 2021, and amendments to the manual are needed.

The substantial changes for consideration in this draft purchase manual are changes to purchase spending amounts and a re-ordering of the document. The updated manual will also reflect the increase to the City Managers purchasing limit and emergency spending authority which was approved by council May 30, 2024.

RECOMMENDATION

1. Approve amended Purchasing Manual as presented.



ADDITIONAL COMMENTS



PURCHASING MANUAL
UPDATED ~~SEPTEMBER 07, 2021~~
COUNCIL APPROVED

CITY OF BETHANY, OKLAHOMA

PURCHASING MANUAL

FOR MATERIALS, SUPPLIES, EQUIPMENT AND SERVICES

- 1.0 GENERAL
- 2.0 PURCHASING AUTHORITY
- 3.0 DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT HEAD
- 4.0 PURCHASING PROCESS
 - 4.1 GENERAL
 - 4.2 PURCHASE PRICE \$.01 -- \$ 25
 - 4.3 PURCHASE PRICE \$ 25.01 -- ~~\$ 800~~ \$1,500.00
 - 4.4 PURCHASE PRICE \$ ~~800.01~~ ~~\$ 3,000~~ \$1,500.01-\$10,000.00
 - 4.5 PURCHASE PRICE \$ ~~3,000.01~~ ~~\$ 25,000~~ \$10,001.00-\$55,000.00
 - 4.6 PURCHASE PRICE EXCEEDING \$ ~~25,000~~ \$55,000.01
 - 4.61 BID PACKAGE AND SPECIFICATIONS
(NOT PUBLIC CONSTRUCTION/IMPROVEMENT)
 - 4.62 PUBLISHING LEGAL NOTICE
 - 4.63 IDENTICAL BIDS
 - 4.7 SOLE SOURCE PURCHASES
 - 4.8 STATE OF OKLAHOMA CENTRAL PURCHASING
 - 4.9 UNBUDGETED PURCHASES
 - 4.10 COMMON QUESTIONS AND ANSWERS
- 5.0 ~~EMERGENCY PURCHASES~~ ADDED PUBLIC CONSTRUCTION OR PUBLIC IMPROVEMENT – MOVED EMERGENCY PURCHASES TO 6.0
 - ADDED 5.1- PUBLIC CONSTRUCTION OR IMPROVEMENT CONTRACT
 - ADDED 5.2- PUBLIC CONSTRUCTION OR IMPROVEMENT CHECKLIST
- 6.0 ~~VENDOR PAYMENT PROCESS~~ MOVED EMERGENCY PURCHASES FROM 5.0 TO 6.0

- ~~6.1 — PURCHASE ORDER REQUIREMENT~~
- ~~6.2 — INVOICE REQUIREMENT~~
- ~~6.3 — NONCOLLUSION AFFIDAVIT~~
- ~~6.4 — CLAIM FORM~~
- 7.0 ~~TAXES~~ MOVED VENDOR PAYMENTS FROM 6.0 TO 7.0
- 8.0 ~~ATTACHMENTS~~ MOVED TAXES FROM 7.0 TO 8.0
 - ~~8.1 NONCOLLUSION AFFIDAVIT~~
 - ~~8.2 CLAIM FORM~~
 - ~~8.3 VENDOR'S CERTIFICATION OF SALE THROUGH STATE OF OKLAHOMA CENTRAL PURCHASING~~
 - ~~8.4 TAX COMMISSION EXEMPTION LETTER~~
 - ~~8.5 SAMPLE QUOTATION SHEET~~
 - ~~8.6 SAMPLE BID DOCUMENT PACKAGE~~
- 9.0 CREDIT CARD USE POLICY
 - 9.1 CREDIT CARD PURCHASE REQUEST FORM
- 10.0 ATTACHMENTS (MOVED ATTACHMENTS FROM 8.0 TO 10.0)
 - 10.1 NONCOLLUSION AFFIDAVIT
 - 10.2 CLAIM FORM
 - 10.3 VENDOR'S CERTIFICATION OF SALE THROUGH STATE OF OKLAHOMA CENTRAL PURCHASING
 - 10.4 TAX COMMISSION EXEMPTION LETTER
 - 10.5 SAMPLE QUOTATION SHEET
 - 10.6 PUBLIC CONSTRUCTION/IMPROVEMENT CONTRACT
 - 10.7 PUBLIC CONSTRUCTION/IMPROVEMENT CHECKLIST
 - 10.8 SAMPLE BID DOCUMENT PACKAGE

1.0 GENERAL

This purchasing manual will assist the individual departments and employees charged with the responsibility of buying materials, supplies, equipment, and services to comply with the City's purchasing policies. The manual does not apply to public improvements.

Purchasing or procurement is the activity that obtains needed goods or services. This activity starts with the recognition of the need for goods or services. The city operates on a budget system. This means funds must be budgeted in advance to take care of all needs. Our funds are limited. Each dollar spent for one item means that dollar is not available to spend for something else.

The purchasing process is the responsibility of the department head. The department head has the responsibility to obtain the best possible goods and services, in the proper quantity, at the best possible price.

A good purchasing program provides for proper planning and completion of each purchase. This includes determining what needs to be purchased, obtaining the best value for the money paid, receiving the goods or services, checking invoices, approving payment, and keeping proper records. This objective may be accomplished through the cooperation of all City employees involved in this activity and by following the guidelines provided herein.

2.0 PURCHASING AUTHORITY

The City Manager has broad purchasing authority granted by City of Bethany Ordinance 31.19 (B) (3). This ordinance allows the City Manager to issue contracts for all supplies, material, equipment,

(\$55,000.00)

and services for all departments up to ~~\$25,000~~ without competitive bidding. Contracts over \$25,000 with few exceptions require prior City Council approval and competitive bidding.

The intent of the ordinance is to "procure for the city the highest quality of supplies, materials, equipment, and services at the least expense to the city. Further, the intent is to encourage full and open competition on all purchases and sales." This is the City Council's Policy. All purchasing activity must be carried out according to this policy.

The ordinance specifically prohibits the splitting of purchase orders. This means that no purchase may be subdivided or split to avoid any of the provisions of the ordinance or this manual.

This means that if the Department Head knows that they will purchase a given quantity of goods or services during the year that would trigger any specific provision of the ordinance or manual, then they must abide by that provision.

Oklahoma State Law requires a purchase order be issued before a purchase commitment is made. (OS 62 Section 310.1) Actual cost may not exceed the approved amount by more than 10%.

(55,000.00)

The City Manager has delegated limited purchasing authority for those contracts under ~~\$25,000~~ to the individual department heads subject to the guidelines set forth in this manual.

3.0 DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT HEAD

An important duty of the department head is to direct the purchasing activity of the department. This duty includes but is not limited to the following:

3.1 Support and enforce the procedures and guidelines outlined in this manual, which includes conducting the purchasing activity of the department in an honest and impartial manner. This will encourage competitive bidding and attract reputable suppliers.

3.2 Cooperate with all parties involved in securing needed supplies, materials, and contractual services for the department. The objective is to obtain the most suitable goods and services in the proper quantities, at the best possible price.

3.3 Work with other governmental entities in cooperative purchasing plans when it is in the best interest of the City.

3.4 Keep informed of current developments in the field of purchasing by other government agencies as well as private enterprises.

3.5 Investigate the practicability of quantity buying taking into consideration price breaks and discounts.

3.6 Investigate and report any suspected collusion among vendors or employees to the office of the City Manager.

3.7 Conduct themselves in the most impartial and ethical way possible. This means avoiding even the appearance of unethical conduct.

3.8 Know the proper accounting codes and procedures to help ensure all public funds are accounted for properly.

4.0 PURCHASING PROCESS

4.1 GENERAL PROCESS

The department head is responsible for purchasing the materials, supplies, equipment, and services. The department head must determine what is to be purchased. The department head must also know how to carry out the purchase to abide by the provisions of our local laws and regulations. The purchasing ordinance also requires that the best product or service be purchased for the best possible price.

The person making the purchase should always remember that a purchase order is required prior to telling the vendor to ship the goods or provide the service. The purchase order information can be entered directly into the City's Accounting System by the department head or can be provided to the Finance Department.

When purchasing from a new vendor you must obtain a W-9, business contact information and billing address. Email the Finance Department with this information so that a new vendor can be set up.

Invoices should not be sent to the employee's work or personal email. All invoices should be mailed to P.O. Box 219, Bethany, OK 73008 or emailed to accountspayable@bethanyok.org.

No one has the authority to enter into an agreement for goods or services without encumbering the funds. The city will not be responsible for goods delivered without a purchase order.

4.2 PURCHASE PRICE \$.01 - \$25

The department head or his/her authorized representative may purchase goods in this category from petty cash or by purchase order. To obtain money from petty cash a purchase request form must be completed and signed by the department head. The department head must immediately obtain a purchase order to reimburse petty cash.

(Once received please attach the signed receipt to the purchase order for the processing of payment to replenish petty cash.)

~~Upon presentation of a signed receipt please attach to the purchase order for processing of payment to replenish petty cash.~~ The only purpose of using petty cash is to expedite the purchases of non-routine inexpensive items.

The purchaser should be aware that the petty cash fund may not always have a sufficient balance to make the reimbursement immediately.

If the purchase is handled by a purchase order the same procedure will be followed as outlined in (1500.00) the \$ 25.01 -- ~~\$-800~~ category.

4.3 PURCHASE PRICE \$ 25.01 -- ~~\$-800~~ \$1500.00

(\$1500.00)

It has been deemed not practical to obtain quotes for purchases of less than \$ ~~800.00~~. The department head is free to select the best vendor without documenting quotes. Please remember the intent of the City's purchasing ordinance is to obtain the highest quality products or services at the least expense to the city.

This simply means that the ordinance is not to be construed to keep ordinary or hurry-up type purchases held up while the purchasing activity is going on.

The department head is expected to plan the need for goods and services far enough in advance, when possible, to take the time necessary to obtain the best possible price for the best possible product or service. Make sure you follow these guidelines.

4.31 Determine the best source for your purchase under the circumstances and obtain a purchase order. You can obtain a purchase order by entering the information directly in the City's Accounting System or asking the Finance Department to assist you. It is the Department Head's responsibility to know the proper accounting codes. The Finance Department will help you if necessary.

4.32 Enter into an agreement with the company for the necessary goods after verifying the price and delivery instructions. The agreement can be either verbal or in writing. Give the vendor the purchase order number and instruct them to reference it on their invoice. This will help them get paid faster.

\$1500.01-\$10,000.00

4.4 PURCHASE PRICE \$ ~~800.01~~ -- ~~\$ 3,000~~.

(\$10,000.00)

The department head may make purchases up to ~~\$ 3,000~~ if the purchase is approved in the budget. However, the following guidelines must be followed:

4.41 All open market purchases, except as herein provided, shall be based on at

least three (3) competitive quotes obtained by documented telephone solicitation, online comparison or in writing except where not possible or practical. Records of all quotes received on open-market purchases shall be maintained with the original purchase order. Please see attachment (10.5)

~~8.5~~ for a sample quotation sheet that will help comply with this requirement. Make sure documentation of your quotes is included with the purchase order. The payment to the vendor will not be processed without this documentation.

4.42 Obtain a purchase order. You can do this by entering the information directly in the City's Accounting System or asking the Finance Department to assist you. It is the Department Head's responsibility to know the proper accounting codes. The Finance Department will help you if necessary.

4.43 Enter into an agreement with the company for the necessary goods after verifying the price and delivery instructions. The agreement can be either verbal or in writing. Give the vendor the purchase order number and instruct them to reference it on their invoice. This will help them get paid faster.

(1500.00)

4.44 Department Heads may purchase goods or services for up to ~~\$2000.00~~ without three competitive quotes if authorized by the City Manager due to excessive costs of obtaining the quotes or the inability to receive three quotes within an adequate time frame. Multiple quotes should still be obtained when possible.

4.5 PURCHASE PRICE ~~\$ 3,000.01 – \$ 25,000~~ \$10,000.01-\$55,000.00
(\$55,000.00)

The department head may make purchases up to ~~\$ -25,000~~ if the purchase is approved in advance by the City Manager. (O R D I N A N C E 3 1 . 1 9 B - 3). The following guidelines must be followed:

4.51 All open market purchases shall be based on at least three (3) competitive quotes obtained by documented telephone solicitation, online comparison or in writing except where not possible or practical. Records of all quotes received on open market purchases shall be (10.5)

maintained with the original purchase order. Please see attachment ~~8.5~~ for a sample quote sheet that will help comply with this requirement.

4.52 Obtain the City Manager's approval in writing. You may use the sample quotation sheet to help you comply with this requirement. Make sure your approval from the City Manager is attached with your purchase order. The payment to the vendor will not be processed without documented approval.

4.53 Obtain a purchase order. You can do this by entering the information directly into the City's Accounting System or asking the Finance Department to assist you. It is the Department Head's responsibility to know the proper accounting codes. The Finance Department will help you if necessary.

4.54 Enter into an agreement with the company for the necessary goods after securing the price and delivery instructions. The agreement can be either verbal or in writing. Give the vendor the purchase order number and instruct them to reference it on their invoice. This will help them get paid faster.

(\$55,000.00)

4.6 PURCHASE PRICE ~~\$ -25,000~~ or MORE

(\$55,000.00)

All purchases that exceed ~~\$ 25,000~~ must be approved in advance by the City Council. The only exceptions to this are if the City Manager determines that an emergency exists; if the City Council makes a finding upon the recommendation of the City Manager that the materials, supplies or equipment to be purchased are available only from a single source and the Council authorizes that purchase to be made from said source; or the City Manager authorizes the purchase through Central Purchasing of the State of Oklahoma.

A complete bid package including specifications of the products to be purchased and all other documents must be submitted to the City Council at the time the request to purchase is made.

Any other information in addition to the bid package such as budgeted amount, past bids ,etc., should be included in the memo requesting approval.

Purchases in this category are handled by formal sealed bids. All public is welcome, and bids are opened at City Hall. The results of the bids are read aloud and turned over to staff for evaluation. The department head will tabulate and evaluate each bid and make a written recommendation to the City Manager for submission to the City Council.

If the evaluation process is complicated, the contract may not be considered until the next City Council meeting. You should plan your timetable accordingly.

The City Council will award a contract to the lowest, responsible bidder.

Lowest means the least cost to the city considering all cost factors identified in the bid package. A responsive bidder will meet the requirements identified in the bid package. Items or elements of a responsible bidder include but are not limited to skill, good business principles, time for completion of the work, and other considerations that affect the character and quality of the performance on the contract. The City Clerk will notify the winning bidder.

4.61 BID PACKAGE AND SPECIFICATIONS

The bid package includes the documents and information the potential bidder needs to determine if they have a product that meets our needs. The package also contains our general requirements and forms that are necessary to do business with the City of Bethany. A sample bid package is included in the attachments. These documents include but are not necessarily limited to:

1. Notice To Bidders
2. Instructions For Bidders
3. General Requirements for Bidders
4. Bid Proposal Form
5. Bidder's Declaration
6. Bidder's Non-Collusion Affidavit
7. Specifications and Scope of Work
8. Tax Exempt Letter
9. Contractor's Non-Collusion Affidavit (For Invoice)
10. Purchase Contract
11. Contractor's Affidavit
12. Bidder's Relationship Affidavit

Specifications are explicit descriptions of the article or articles to be purchased. All specifications must be written to invite competition and not "closed" so only one manufacturer or brand can meet the requirements. It is the responsibility of the department head to formulate specifications that will give the city quality goods and services, especially suited for the City's operation, at the most economical price.

For some items, specific brand names, manufacturers, catalog number, etc., may be called for in the specifications if the statement “or approved equal” is added to the description. In formulating specifications, competition must be always kept in mind. Without competition specifications and competitive bidding are useless.

4.62 PUBLISHING LEGAL NOTICE (\$55,000.00)

When sealed bids are taken on purchases that exceed ~~\$25,000~~, the notice will be published at least once in a newspaper of general circulation. Public construction bids must be published in two consecutive weekly issues of the newspaper, with the first publication thereof to be at least twenty (20) days prior to the date set for opening bids and sent to one in-state trade or construction publication for their use and information whenever the estimated cost of the contract (one hundred thousand dollars (\$100,000.00).

exceeds ~~Fifty Thousand Dollars (\$50,000.00)~~. See the Public Competitive Bidding Act of 1974 for the rules of public construction or improvements and full set of laws. The notice to any bid will give the date, time, and place of the bid opening as well as a short narrative describing the goods. The purpose is to give vendors notice that the city is taking bids for a specific product(s).

The department head should advertise in additional publications as necessary to give as many vendors as possible the opportunity to bid. The department head should also mail the notice to all responsible prospective suppliers who have requested mailing of bid notices, and to any other suppliers known to be interested in bidding on the purchase.

The City Clerk’s Office maintains a listing of vendors who have requested such notification.

As a rule, the bid opening date is set at least ten days after the publication date. One acceptable format is as follows:

NOTICE TO BIDDERS

The City of Bethany, Oklahoma County, Oklahoma, will receive sealed bids in the office of the City Clerk, 6700 NW 36th, Bethany, Oklahoma until (time: m/d/y) for the following items:

(Short description of items)

The bids will be opened at Bethany City Hall, Bethany, Oklahoma at (time: month, day, year). The award will be made (approximate time and date). Bid information and specifications may be obtained in the office of (name and location). All bids must be marked with the date of bid and general description of the bid items.

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

To be accepted, bids must be received in a sealed envelope addressed to the City Clerk, received by (time: month, day, year), and show bid date and general description of the bid items on the outside of the envelope.

To receive a bid packet or receive additional information about this project please contact _____ at _____. Bidders must follow the instructions in the bid packet.

~~If you list the City Clerk’s Office as your contact, then please provide sufficient copies of your bid package~~

~~for mailing to those vendors responding to your advertisement.~~ Please supply the City Clerk with an electronic copy of your bid packet.

4.63 IDENTICAL BIDS

In cases when two or more responsive responsible bidders submit bids that are identical in both amount and nature the City Council will contract with only one bidder.

In the case of identical bids staff will evaluate and provide a recommendation to the council. The Council may reject all bids and start the process all over again.

Depending upon the nature of the goods or services, any identical bid will be investigated for the possibility of collusion among bidders and a report of any irregularities made to the City Manager.

4.7 SOLE SOURCE PURCHASES

Materials, supplies, equipment, or services available from only a single source when the contract (55,000.00) exceeds ~~\$25,000~~ may be purchased by the City Manager after City Council approval without obtaining quotes or bids.

Materials, supplies, equipment, or services available from only a single source when the contract (55,000.00) is less than ~~\$25,000~~ may be purchased by the City Manager without obtaining quotes or bids.

You must obtain approval from the City Manager in advance if you wish to make a sole source purchase. You can use the sample quotation for documentation of this approval.

4.8 STATE OF OKLAHOMA CENTRAL PURCHASING

The City Manager may approve the purchase of materials, supplies or equipment through Central Purchasing of the State of Oklahoma. The City Manager's approval in advance is required if you wish to use this provision of the purchasing ordinance.

The State of Oklahoma takes bids for many types of goods. Contracts are on file with the Office of Central Purchasing of the State of Oklahoma. A Vendor's Certification of Sale Through State (Attachment 10.3) of Oklahoma Central Purchasing form (~~Attachment 8.3~~) or a copy of the state contract must be attached to the purchase order. The Finance Department will not process the payment without this documentation.

4.9 UNBUDGETED PURCHASES

Most of the City's major purchases are for equipment. Each department plans for these purchases in their annual budget request. Sometimes, however, some unplanned need arises. If you have an unbudgeted need, whether for capital or operating expenditure do your homework in advance.

This means finding sufficient sources for your purchase need, including price information, to meet the approval requirements of this manual. Take this information along with a prepared budget transfer request to the City Manager's office for approval. You must get the City Manager's approval in advance for all unbudgeted purchases.

4.10 COMMON QUESTIONS AND ANSWERS

4.10.1 Question Why do I have to get a purchase order before I buy the material I need. I don't know how much the items will cost.

Answer Oklahoma State Law requires a purchase order before a purchase commitment is made. (OS 62 Section 310.1) You can make an estimate of the amount.

4.10.2 Question Why do I have to sign the purchase order twice.

Answer Oklahoma State Law requires the purchase order be signed before the contract is valid. (OS 62 Section 310.1) This same law also requires the purchase order be signed after satisfactory delivery of the merchandise or completion of the contract.

4.10.3 Question Why do I have to sign the invoice or delivery ticket?

Answer Oklahoma State Law requires the invoice or delivery ticket to be signed to indicate satisfactory delivery of the merchandise. (OS 62 Section 310.1a)

4.10.4 Question Why do I have to get at least three quotes for items I need to purchase?

Answer The City's purchasing policy is to procure the highest quality supplies, equipment, materials, and services at the least expense to the public. (Section 2-106 N.)

4.10.5 Question Why do I have to attach my quote sheets to the purchase order?

Answer Attaching the quote sheets to the purchase order demonstrates compliance with the ordinance.

4.10.6 Question Why does the City Manager have to approve my purchases? After all, I'm the one in charge of the department.

Answer The City's Charter and purchasing ordinance places the responsibility of purchasing squarely on the shoulders of the City Manager. The City Manager has delegated part of his authority to the individual department heads, but he is still responsible for making sure that all purchases are made in compliance with the City's purchasing policy.

4.10.7 Question What if I can't find three sources?

Answer The City's purchasing policy allows the City Manager to purchase from a sole source. You must obtain the City Manager's approval in advance to use this provision of the ordinance.

PUBLIC CONSTRUCTION OR PUBLIC IMPROVEMENT

5.0 EMERGENCY PURCHASES (Emergency Purchases moved to 6.0

~~Only the City Manager can determine that an emergency exists. This means that if your department needs materials or services that require competitive bidding and you believe that an emergency exists, you should discuss the matter fully with the City Manager before proceeding.~~

~~You must submit documentation in writing along with the purchase order that indicates that the City Manager has declared your purchase to be an emergency before payment to the vendor will be processed.~~

~~Where the City Manager declares that an emergency exists which would require that the requirement of obtaining quotes or bids be waived, then no bids or quotes need be obtained, and the City Manager is authorized to expend up to \$75,000, as necessary, to remedy the emergency~~

~~without prior City Council approval, subject to the following procedure: At least 24 hours prior to the expenditure, the City Manager shall notify in writing or via email, the Mayor and members of City Council of the proposed emergency by describing the nature of the emergency and the proposed expenditure; prior to the stated time of the proposed emergency expenditure, either the Mayor or any three Council members may call an Emergency Meeting of the City Council if they determine the need for Council consideration before the expenditure; following the emergency expenditure the City Manager shall list the expenditure at the next City Council meeting for ratification. (Ordinance 31.19)~~

~~If you have a situation that requires purchasing some materials or supplies when City Hall is closed, you should be prepared to use the City's central accounting system to issue your purchase order before telling the vendor to provide the materials you require to take care of your emergency. If this is absolutely not possible, then notify the Finance Department as soon as possible the next business day and ask for assistance.~~

~~Emergency purchases must be kept at a minimum. Those created by depletion of standard stock items and poor maintenance must be avoided. Most companies charge premium prices and labor charges for "expedite" and "rush" orders. When given an adequate amount of lead time it is easier to obtain better prices.~~

ADDED 5.0 PUBLIC CONSTRUCTION OR PUBLIC IMPROVEMENT

On all public improvements or construction contracts ~~you must consult The Public Competitive Bidding Act of 1974.~~

5.1 Construction Contract

A construction contract is provided as attachment 10.6.

5.2 PUBLIC CONSTRUCTION AND IMPROVEMENT BIDDING CHECKLIST

A checklist is provided as attachment 10.7.

EMERGENCY PURCHASES

~~6.0 VENDOR PAYMENT PROCESSING~~ (VENDOR PROCESSING MOVED TO 7.0)

~~6.1 PURCHASE ORDER REQUIRED~~

~~A purchase order is required for each and every purchase. (62 O.S. Section 310.1) You can obtain the purchase order yourself through the City's Central Accounting System or ask the Finance Department to assist you.~~

~~The purchase order s to be printed over into Laserfiche. The department head must signature stamp the purchase order in Laserfiche to indicate the materials have been received and all terms of the contract have been completed.~~

~~By signature stamping the purchase order, the department head is also acknowledging the accounting code s and amount s are correct. Do not signature stamp the purchase order if you believe part of the information is wrong. Get someone from the Finance Department to assist you.~~

~~6.2 INVOICE REQUIRED~~

~~An invoice must be submitted to the Finance Department along with the signed purchase order before payment to the vendor can be made. (62 O.S. Section 310.1a) The invoice is the itemized~~

~~bill submitted by the vendor for the goods delivered. The department head is responsible for making sure the items listed on the invoice are correct as to quantities and amounts.~~

~~All discrepancies, if there are any, will be cleared up by the department head or the Finance Department. The department head or authorized personnel must indicate approval of the invoice by signing or signature stamping his or her name on the invoice.~~

~~6.3. NONCOLLUSION AFFIDAVIT~~

~~If the amount of the invoice exceeds \$25,000, a non-collusion affidavit must be completed and attached with the invoice to the purchase order. (62 O.S. Section 310.9) A sample non-collusion affidavit is included as attachment 10.1.~~

~~6.4 CLAIM FORM~~

~~If for some reason, an invoice is not available, you may use the "Claim Form" as a substitute. A claim form is included in this manual as attachment 10.2. An example of when an invoice is not available is when you must send in payment for conference registrations.~~

~~6.5 VENDOR PAYMENT PROCESSING~~

~~Place the signed invoice with all other required documents in the ready to pay basket located in the Finance Department. Some departments may attach the invoice to the purchase order in Laserfiche. Department Heads must signature stamp all purchase orders, invoices and mark as approved for payment in Laserfiche before payment can be issued.~~

~~Normally all purchase orders are completed by 5:00 p.m. Tuesday, the week before the council meeting will be considered for payment at that meeting. Payments must be approved by the City Council before the check can actually be written. A listing of all requested vendor payments is delivered to the Council Members in their Council Packet. The Finance Department must have time to process the payments to prepare the list in time to be delivered.~~

~~Normally vendor checks will be mailed on the following Thursday for all purchase orders approved the prior Tuesday night.~~

~~Please remember that the Finance Department will not process the purchase order for payment if all the required documents and approvals are not present.~~

Only the City Manager can determine that an emergency exists. This means that if your department needs materials or services that require competitive bidding and you believe that an emergency exists, you should discuss the matter fully with the City Manager before proceeding.

You must submit documentation in writing along with the purchase order that indicates that the City Manager has declared your purchase to be an emergency before payment to the vendor will be processed.

Where the City Manager declares that an emergency exists which would require that the requirement of obtaining quotes or bids be waived, then no bids or quotes need be obtained, and the City Manager is authorized to expend up to \$95,000.00, as necessary, to remedy the emergency without prior City Council approval, subject to the following procedure: At least 24 hours prior to the expenditure, the City Manager shall notify in writing or via email, the Mayor and members of City Council of the proposed emergency by describing the nature of the emergency and the proposed expenditure; prior to the stated time of the proposed emergency expenditure, either the Mayor or any three Council members may call an Emergency Meeting of the City Council if they determine the need for Council consideration before the expenditure; following the emergency expenditure the City Manager shall list the expenditure at the next City

Council meeting for ratification (ORDINANCE 31.19 B-3).

If you have a situation that requires purchasing some materials or supplies when City Hall is closed, you should be prepared to use the City's central accounting system to issue your purchase order before telling the vendor to provide the materials you require to take care of your emergency. If this is absolutely not possible, then notify the Finance Department as soon as possible on the next business day and ask for assistance.

Emergency purchases must be kept at a minimum. Those created by depletion of standard stock items and poor maintenance must be avoided. Most companies charge premium prices and labor charges for "expedite" and "rush" orders. When given an adequate amount of lead time it is easier to obtain better prices.

VENDOR PAYMENT PROCESSING 7.0. ~~TAXES~~ (TAXES MOVED TO 8.0)

~~The city is exempt from all local and state sales tax and most federal taxes. Because the City is exempt from state and local sales tax by statute, we do not have a "tax exempt certificate." If your vendor insists on a certificate, you may give them a copy of the letter from the Oklahoma Tax Commission shown as Attachment 10.4.~~

7.1 PURCHASE ORDER REQUIRED

A purchase order is required for each and every purchase. (62 O.S. Section 310.1) You can obtain the purchase order yourself through the City's Central Accounting System or ask the Finance Department to assist you.

The purchase order s to be printed over into Laserfiche. The department head must signature stamp the purchase order in Laserfiche to indicate the materials have been received and all terms of the contract have been completed.

By signature stamping the purchase order, the department head is also acknowledging the accounting codes and amounts are correct. Do not signature stamp the purchase order if you believe part of the information is wrong. Get someone from the Finance Department to assist you.

7.2 INVOICE REQUIRED

An invoice must be submitted to the Finance Department along with the signed purchase order before payment to the vendor can be made. (62 O.S. Section 310.1a) The invoice is the itemized bill submitted by the vendor for the goods delivered. The department head is responsible for making sure the items listed on the invoice are correct as to quantities and amounts.

All discrepancies, if there are any, will be cleared up by the department head or the Finance Department. The department head or authorized personnel must indicate approval of the invoice by signing or signature stamping his or her name on the invoice.

7.3. NONCOLLUSION AFFIDAVIT

If the amount of the invoice exceeds \$25,000, a non-collusion affidavit must be completed and attached with the invoice to the purchase order. (62 O.S. Section 310.9) A sample non-collusion affidavit is included as attachment 10.1.

7.4 CLAIM FORM

If for some reason, an invoice is not available, you may use the "Claim Form" as a substitute. A claim form is included in this manual as attachment 10.2. An example of when an invoice is

not available is when you must send in payment for conference registrations.

7.5 VENDOR PAYMENT PROCESSING

Place the signed invoice with all other required documents in the ready to pay basket located in the Finance Department. Some departments may attach the invoice to the purchase order in Laserfiche. Department Heads must signature stamp all purchase orders, invoices and mark as approved for payment in Laserfiche before payment can be issued. Normally all purchase orders are completed by 5:00 p.m. Tuesday, the week before the council meeting will be considered for payment at that meeting. Payments must be approved by the City Council before the check can actually be written. A listing of all requested vendor payments is delivered to the Council Members in their Council Packet. The Finance Department must have time to process the payments to prepare the list in time to be delivered.

Normally vendor checks will be mailed on the following Thursday for all purchase orders approved the prior Tuesday night.

Please remember that the Finance Department will not process the purchase order for payment if all the required documents and approvals are not present.

8.0

~~7.0~~ TAXES

The city is exempt from all local and state sales tax and most federal taxes. Because the City is exempt from state and local sales tax by statute, we do not have a “tax exempt certificate.” If your vendor insists on a certificate, you may give them a copy of the letter from the Oklahoma Tax Commission shown as Attachment 10.4.

9.0 CREDIT CARD USE POLICY

Purpose

To establish a policy for the use of City of Bethany (the City) issued credit cards. Designated City employees will have the ability to charge expenses for certain types of goods and/or services that are not available through other procurement means. It empowers the Cardholder to acquire the necessary materials to conduct business and/or deliver services in a more convenient and expeditious manner. This policy is designed to promote responsible, efficient, ethical, and legal utilization of the City’s credit cards.

Scope

Using the City’s credit card is allowed at the discretion of the City Manager and/or other designee to current employees who are granted City purchasing authority.

Responsibilities of a Cardholder

1. The credit card that is issued by the finance department can only be used by the employee it was issued to. NO OTHER PERSON IS AUTHORIZED to use this card.
2. The employee is responsible for having an open purchase order before requesting to use the city credit card. Appropriate accounting codes shall be listed for expenses.
3. Each employee making a credit card purchase must have a Credit Card Purchase Request form signed by the Finance Director and/or other designee prior to making the purchase.
4. The employee must retain itemized receipts of all purchases made on the credit card containing at a minimum (1) merchant name; (2) date of purchase; (3) description;

- (4) unit price and quantity; and (5) transaction total. A receipt presenting only a summary total will not be acceptable. If a receipt is not furnished by the merchant (as may be the case with a phone or internet order), documentation such as an order confirmation, packing slip, or invoice shall be obtained and shall contain an itemized and detailed description of the purchase. If the receipt is not itemized or if a receipt is not presented to the finance department the employee will be responsible for reimbursing the city.
5. Receipts must be submitted as soon as possible following the day of purchase.
 6. It is the responsibility of the employee to contact the Finance Department at 405-789-5004 and the credit card company at 1-888-494-5141 of lost or stolen credit card immediately.
 7. It is recommended that merchants are not allowed to retain card information on file to avoid unauthorized transactions. A card number should be provided by the Cardholder each time an order is placed.
 8. Internet purchases must be made from a merchant with a secure internet site (for example, lockbox is present, or URL contains https). Faxes and/or emails disclosing full account information is not allowed. Do not allow a site to store credit card information.
 9. When issued a reimbursement or credit through a credit card purchase, the employee shall not accept cash credits. Credits for returned merchandise must be credited to the card.
 10. The use of the credit card does not justify the payment of any sales tax for which the city is exempt. As with all other purchases, the merchant shall be given a copy of the state tax exemption letter issued by the City. State sales tax should not be charged for any purchase including online transactions. (Attachment 10.4)

Unauthorized Credit Card Use

The card shall not be used for the following:

- a. Personal purchases or for personal identification
- b. A single purchase that exceeds the Cardholder's single purchase limit
- c. Cash advances
- d. Alcoholic beverages
- e. Purchase of hotel/motel incidentals such as room service, in-room movies, etc. during stay while on City business.
- f. Automatic drafts
- g. Split purchases
- h. Motor Fuel (unless prior approval)

Any purchase(s) that fall into the above listed categories deemed inappropriate for purpose of City business shall be reviewed by the City Manager, Finance Director and/or designees for final determination.

An employee who makes unauthorized purchases or carelessly uses the credit card will be liable to the City of Bethany for the total dollar amount of such purchases plus any administrative fees charged by the bank or card company in connection with the misuse. The Cardholder may also be terminated and will be subject to legal action.

The City Manager, Finance Director or designees have the authority to investigate and to determine whether a violation of purchasing or credit card policy has occurred and to determine action deemed most appropriate pursuant to applicable law and/or City policy.

These policies were developed and guided by the following regulations:

City of Bethany Charter Section 4-3

City of Bethany Ordinance 31.19

Oklahoma State Law 62 O.S. 310.1-310.9

CREDIT CARD PURCHASE REQUEST

10.0 ATTACHMENTS

- 10.1 NONCOLLUSION AFFIDAVIT
- 10.2 CLAIM FORM
- 10.3 VENDOR'S CERTIFICATION OF SALE THROUGH STATE OF OKLAHOMA CENTRAL PURCHASING
- 10.4 TAX COMMISSION EXEMPTION LETTER
- 10.5 SAMPLE QUOTATION SHEET
- 10.6 PUBLIC CONSTRUCTION/IMPROVEMENT CONTRACT
- 10.7 PUBLIC CONSTRUCTION/IMPROVEMENT CHECKLIST
- 10.8 SAMPLE BID DOCUMENT PACKAGE

CITY OF BETHANY, OKLAHOMA NON-COLLUSION AFFIDAVIT

STATE OF _____)
COUNTY OF _____) SS

The undersigned (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

Firm Name (Contractor, Supplier or Engineer)

Signature and Title

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

Notary Public (or Clerk or Judge)

My commission expires: _____

Note: This affidavit must accompany every invoice or claim for payment over \$25,000. (62 O.S. Section 310.9)

CHECK REQUEST

Date _____ Purchase Order No. _____ - _____

Account No. _____ - _____ . _____ - _____

VENDOR INFORMATION

Name _____

Address

DATE	ITEM (S) / DESCRIPTION	UNIT PRICE		AMOUNT CLAIMED		
			TOTAL			

ACKNOWLEDGING

Materials received into my custody as itemized in the above claim; or
services rendered under my supervision for the dates or period set out above.

Signature _____ Date _____

Title _____ Department _____

Attachment 10.3 Vendor's Certification of Sale Through State of Oklahoma Central Purchasing

VENDOR'S CERTIFICATION OF SALE
THROUGH STATE OF OKLAHOMA CENTRAL PURCHASING

(To attach to all purchase orders when the purchase is made through the Vendor's contract with the State of Oklahoma.)

From: _____ (hereinafter Vendor)

Item purchased: _____

The undersigned, as agent of the Vendor, acknowledges having received notice that persons making a purchase on behalf of the City of Bethany have no authority, express or implied, to contract for the sale of materials, supplies or equipment exceeding \$7,500 unless such purchase is made pursuant to competitive bidding or through Central Purchasing of the State of Oklahoma.

The undersigned hereby certifies that as of this date the Vendor holds a valid contract with State Central Purchasing for the sale of the above-described item to the State of Oklahoma and its political subdivisions, and that the unit price charged to the City of Bethany for such item and shown on the invoice is equal to or less than the unit price allowed the Vendor through its contract with Central Purchasing.

Date

Signature of Vendor's Agent

Name (print or type)

Title or position

A copy of the vendor's contract with State Central Purchasing which shows the effective contract dates and the item purchased may be substituted for this certification.

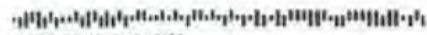
Attachment 10.4 Tax Commission Exemption Letter



Oklahoma Tax Commission



www.tax.ok.gov



CITY OF BETHANY
PO BOX 219
BETHANY OK 73008-0219

Date Issued: September 20, 2017
Letter ID: L0320237184
Taxpayer ID: **.***5087

TBS

Oklahoma Exemption Permit
Oklahoma State Government

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

Non-Transferable**Permit Number**

EXM-10046226-03

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
CITY OF BETHANY 6700 NW 36TH ST BETHANY OK 73008	921190	5504	April 26, 2007	NON-EXPIRING

Steve Burrage, Chairman
Clark Jolley, Vice-Chairman
Thomas Kemp Jr., Secretary-Member

Attachment 10.5 Sample Quotation Sheet

City of Bethany, Oklahoma
Quotation Sheet

Vendor One	Vendor Two	Vendor Three
Vendor Number:	Vendor Number:	Vender Number:
Company Name:	Company Name:	Company Name:
 Address:	 Address:	 Address:
 Contact Name:	 Contact Name:	 Contact Name:
 Telephone Number:	 Telephone Number:	 Telephone Number:
 Product or Service:	 Product or Service:	 Product or Service:
 Price:	 Price:	 Price:
 Quote good until:	 Quote good until:	 Quote good until:
 Discount terms:	 Discount terms:	 Discount terms:
Total Expected Purchase Price Including Freight:	Total Expected Purchase Price Including Freight:	Total Expected Purchase Price Including Freight:

Date Quotes Obtained: _____ Quotes Obtained By: _____

Approved By: _____ City Manager Approval: _____

Purchase Order Number : _____ Purchase Awarded To: _____

Amount Budgeted: _____ Budget Account Number: _____

10,000.00

City Manager's Written Approval Is Required in Advance for All Purchases \$~~3,000~~ or More and All Sole Source Purchases.

IF THREE QUOTES ARE NOT OBTAINED PLEASE EXPLAIN WHAT PROHIBITED YOUR FROM GETTING THREE QUOTES:

CONSTRUCTION CONTRACT

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

WITNESSETH:

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

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

(IDENTIFY PROJECT)

as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of this Contract; and,

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

WHEREAS, the City, in the manner provided by local and state law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project; and,

WHEREAS, the City has duly awarded this Contract to said Contractor, for the sum named in the bid, to-wit:

_____ and ____/100 Dollars (\$_____).

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Incorporation of Bidding Documents. This Contract hereby incorporates, as if fully set out herein, the Plans, Specifications, General Provisions, Special Provisions, Contractor's Proposal and any and all Addendums issued. All of these documents have been provided to and/or by the Contractor and are on file in the Office of the City Clerk of the City of Bethany. Hereinafter, these documents shall be collectively referred to as "Bidding Documents."
2. Engagement of Contractor. The City hereby engages Contractor to perform certain construction services for the benefit of the City. Contractor accepts such engagement pursuant to the terms and

conditions set forth herein. The Contractor is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the City of Bethany. The tort liability of the City of Bethany is exclusively governed by the Oklahoma Governmental Tort Claims Act.

3. Scope of Engagement. Contractor shall, in a good and first-class, workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to perform and complete said work in strict accordance with the Bidding Documents, with the following additions and/or exceptions: (if none, so state.)
4. Payments to Contractor. The City shall make payments to the Contractor only after approval of the City Council. Contractor's invoice must be accompanied by signed affidavit as required by Oklahoma Statutes.
5. Bargaining. The City and the Contractor have had the opportunity to seek independent legal counsel before entering into this Contract. The language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against either party.
6. Hold Harmless. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City of Bethany from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, other than the project itself, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts.
7. Third Party Beneficiaries. Nothing in this Contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Contract, except as provided expressly herein.
8. Notices. Whenever a notice is required to be given in writing and under the terms of this Contract, or any extension hereunder, such notice shall either be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

If to the City:

City of Bethany
6700 NW 36th Street
Bethany, OK 73008

If to Contractor:

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

9. Counterparts. This Contract may be executed in any number of counterparts, and when each party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Contract shall not be binding upon the parties hereto until signed by all of the parties.
10. Integration and Amendments. This Contract constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Contract and which specifically references this Contract. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract. Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
11. Binding Effect. This Contract binds the parties and any successors and assigns of the parties. The contract becomes effective only upon submission of a signed and notarized non-collusion affidavit.
12. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year last written below.

The City of Bethany,
an Oklahoma Municipal Corporation

Mayor's Signature

Date

(SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

Date: _____

Contractor

a(n) _____

Signature

Printed Name

Title

ATTEST:

Secretary and/or Witness

Public Construction and Improvement Bidding Checklist

- ☐ Start project file.
- ☐ Place on agenda for approval.
- ☐ Bid documents on file with the City Clerk.
- ☐ Publication in newspaper two consecutive weeks, first publication should be 21 days prior to opening bids.
- ☐ Date and time stamp bids.
- ☐ Open bids in open meeting as stated in publication.
- ☐ Ensure all bid documents are enclosed-including bid bond, business relationship affidavit, non-collusion.
- ☐ Department Head place recommendation on agenda.
- ☐ Bid should be awarded within 30 days of opening bids (some exceptions).
- ☐ Call all bidders notifying them of who was awarded the bid.
- ☐ All bid bonds of unsuccessful bidders should be returned.
- ☐ Obtain Performance Bond and 1-year Maintenance Bond.
- ☐ Evidence of Liability and Worker's Compensation Insurance.
- ☐ Written, executed contract.
- ☐ Return Contractor's bid bond upon execution of contract, performance, and maintenance bond.
- ☐ Work can be begin upon completion of all the above tasks.

--

CITY OF BETHANY, OKLAHOMA

DATE

SAMPLE PROJECT

BID DOCUMENTS AND SPECIFICATIONS



City of Bethany, Oklahoma
DATE
Sample Project
Bid Documents and Specifications

Table of Contents

1. Notice To Bidders
2. Instructions For Bidders
3. General Requirements For Bidders
4. Bid Proposal Form
5. Bidder's Declaration
6. Bidder's Non-Collusion Affidavit
7. Specifications and Scope of Work
8. Tax Exempt Letter
9. Contractor's Non-Collusion Affidavit (For Invoice)
10. Purchase Contract
11. Contractor's Affidavit
12. Bidder's Relationship Affidavit

NOTICE TO BIDDERS

The City of Bethany, Oklahoma County, Oklahoma will receive sealed bids in the office of the City Clerk, 6700 NW 36th, Bethany, Oklahoma, until (time: m/d/y) for the following items:

(Short description of items)

The bids will be opened at the Bethany City Hall, Bethany, Oklahoma at (time: month, day, year). The award will be made (approximate time and date). Bid information and specifications may be obtained in the office of (name and location). All bids must be marked with the date of bid and general description of the bid items.

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

To be accepted, bids must be received in a sealed envelope addressed to the City Clerk, received by (time: month, day, year), and show bid date and general description of the bid items on the outside of the envelope.

To receive a bid packet or receive additional information about this project please contact _____ at _____. Bidders must follow the instructions in the bid packet.

INSTRUCTIONS FOR BIDDERS

WHAT: SAMPLE PROJECT

WHEN: Bids must be submitted by TIME Local Time DATE:

Bids will be opened at TIME/Date

WHERE: Bids must be delivered to:

The City of Bethany
PO Box 219
6700 NW 36th
Bethany, Oklahoma 73008
Attn.: City Clerk
"SAMPLE PROJECT"

HOW: Bids must be sealed.

Bids must be complete and include:

- (1) Complete Bid Proposal Form
- (2) Bid Bond (See Specifications)
- (3) Bidder's Executed Non-Collusion Affidavit
- (4) Bidder's Executed Declaration

All bids submitted shall be subject to acceptance or rejection. The City of Bethany specifically reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding.

Bidders shall submit all required forms and information simultaneously with sealed bids, which forms, and information become a part of the sealed bids and shall become the property of the City and will not be returned to bidders, unless a written request to withdraw is received prior to TIME local time DATE.

GENERAL SPECIFICATIONS AND REQUIREMENTS FOR BIDDERS

These requirements apply to and become a part of the terms and conditions of the Bidder's Proposal. Any exceptions must be in writing.

- (1) Bids must be submitted on Bidders Proposal Form only. All required documents must be fastened together and placed in a sealed envelope, properly identified as to subject advertised and the date of bid opening.
- (2) All bids are to be delivered to the City Clerk. Bids must be received before the time and date specified in the Notice to Bidders.
- (3) The City of Bethany reserves the right to reject any and all bids and to waive any technicalities and formalities in the bidding.
- (4) Bidders are cautioned to verify their proposals before submission as requests for amendments to or withdrawals of proposals submitted, if received by the City after time specified for submission, will not be considered.
- (5) All prices shall be quoted F.O.B. Bethany, Oklahoma and delivery to the City shall be without additional charge.
- (6) The bidder shall include a manufacturer's descriptive bulletin and specifications of the materials being furnished. If this documentation is not readily available, the bidder shall attach on a separate page the name of the equipment or material to be furnished, including type, model numbers, and manufacturer's specifications. All guarantees and warranties should be clearly stated. The data shall be in sufficient detail to describe accurately the equipment or material to be furnished.
- (7) The bidder shall show in the proposal both the unit price, total price and extended price where required, of each item listed. In the event of error or discrepancy in the extension, the unit price shall prevail.
- (8) In the event cash of prompt payment discounts are offered by the bidder, the discount date shall begin with the date of receipt of material covered by the contract or purchase order, or the date of receipt by the City of the original copy of the invoice with properly executed affidavit of claimant, whichever is the latest date.
- (9) The City of Bethany is exempt from all Federal, State and Local sales and excise taxes. The bidder shall quote prices which do not include these taxes.
- (10) Copies of requirements for bidders, specifications and bidders' proposals are on file in the City Clerk's office and may be obtained upon application.
- (11) Bidder agrees to defend and save the City of Bethany from and against demands, claims, suits, costs, expenses, damages, and judgments based on infringement of any patent relating to goods

specified in this order or the ordinary use or operation of such goods by City in accordance with supplier's direction.

(12) The City will contract with the lowest, responsive, and responsible bidder.

(13) All bids shall remain in effect for sixty (60) days from bid opening.

(14) Delivery shall be completed within 60 calendar days from the day of the contract award.

(15) Bids must show number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be disregarded. Contractor must keep City advised at all times of status of order. Default in promised delivery date or failure to meet specifications authorizes the City to purchase materials elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.

(16) In the event of delay in the completion of delivery and installation beyond the date agreed upon, the City shall assess twenty dollars (\$20) per day as liquidating damages.

(17) In case the delivery of the goods or services under the terms of these specifications and related purchase contract shall be necessarily delayed because of strike, injunctions, government controls, or by reason of any cause or circumstances beyond the control of bidder, the time of completion of delivery and installation shall be extended by a number of days to be determined in each instance by mutual agreement between The City of Bethany and Bidder.

(18) Payment will be made only after completion of the work and acceptance of the project by the City's Project Manager and approval by the Bethany City Council.

(19) This solicitation does not commit The City of Bethany to pay any costs incurred in the submission of any bid or proposal or make necessary studies or designs for the preparation thereof, or to procure or contract for the articles or services.

(20) Any exceptions to these terms or conditions or deviations from written specifications shall be shown in writing and attached to the Bidders Proposal Form.

(21) Bids must be accompanied by bidders' bond, cash, certified or cashier's check in the amount specified in the specifications. This amount may be retained by The City of Bethany as liquidated damages in the event the successful bidder (or bidders) fails to comply with the terms of this proposal. The City of Bethany will return the bidder's bond or check to the unsuccessful bidders after the contract has been awarded.

(22) Bidders' proposal must include:

- (1) Complete Bid Proposal Form
- (2) Bid Bond (See Specifications)
- (3) Bidder's Executed Non-Collusion Affidavit
- (4) Bidder's Executed Declaration

(23) Successful Bidder will be required to execute the contract included with this bid package before a purchase order is issued for the materials, equipment, or supplies.

(24) Bidder may include any other material necessary to fully explain their bid proposal.

BIDDER'S PROPOSAL FORM
CITY OF BETHANY, OKLAHOMA

SAMPLE PROJECT

Company: _____

Address: _____

Daytime Phone: _____

Total Cost of Installation: \$_____

Less Prompt Payment Discount \$_____

(If Applicable)

Net Total Project Cost \$_____

Prompt Payment Discount Terms _____

Length of Guarantee for:

Materials _____

Workmanship _____

Total number of days to complete job from day contract is

approved by Bethany City Council. _____

Signed by _____

Title _____

Date _____

PLACE THIS FORM AS THE FIRST PAGE OF YOUR BID PROPOSAL.

THE CITY OF BETHANY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

BIDDER'S DECLARATION

Bidder understands, agrees and warrants:

1. That bidder has carefully read and fully understands the full scope of the specifications.
2. That bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
3. That the materials and/or services proposed by this bid meet the specifications.
4. That this bid may be withdrawn by requesting withdrawal in writing at any time prior to 2:00 P.M. local time, DATE, but may not be withdrawn after such time and date.
5. That the City of Bethany reserves the right to reject any or all bids and to accept that bid which will, in its 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 that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by 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.
8. That 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 bidders 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 bidder fails to meet the terms hereof, said sum shall be forfeited by bidder and retained by the City of Bethany as liquidated damages.

Bidder: _____

Signed by _____

Title _____

(Affix seal if applicable)

(If a partnership, a general partner must sign; if a corporation, an authorized corporate officer must sign, and the corporate seal must be affixed to this declaration.)

PLACE THIS FORM AS THE SECOND PAGE OF YOUR BID PROPOSAL.

BIDDER'S NON-COLLUSION AFFIDAVIT

STATE OF _____)
COUNTY OF _____) SS

(1) _____

Of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that as a bidder, he has not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any official of the City of Bethany or any of their employees as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between bidders and any official of the City of Bethany or any of their employees concerning exchange of money or other things of value for special consideration in submitting a bid.

Signature and Title

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

Notary Public

My commission expires: _____

(1) Owner, Partner or Officer of the Firm of Company Name and Address.

PLACE THIS FORM AS THE THIRD PAGE OF YOUR BID PROPOSAL.

SPECIFICATIONS AND SCOPE OF WORK

TAX EXEMPT LETTER
(FROM STATE TAX COMMISSION)

See Finance for this form or attachment 10.4

CITY OF BETHANY, OKLAHOMA NONCOLLUSION AFFIDAVIT

STATE OF _____)
COUNTY OF _____) SS

The undersigned (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the Affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

Firm Name (Contractor, Supplier or Engineer)

Signature and Title

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

Notary Public (or Clerk or Judge)

My commission expires: _____

Note: This affidavit must accompany every invoice or claim for payment over \$25,000.

Contract For Purchase of Materials, Equipment or Supplies
After Competitive Bidding

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".

WITNESSETH:

WHEREAS, City has caused to be prepared in accordance with law certain specifications and other bidding documents for the materials, equipment or supplies 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 materials, equipment or supplies for:

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to Bethany 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 above described, and has duly awarded this contract to said Contractor for the purchase or furnishing of the following at the stated prices, to wit:

(State Total Fixed Price) _____

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 the described materials, equipment or supplies required to perform and complete said contract in strict accordance with this Contract, the bid specifications and bid submitted to Bethany, all of which documents are on file in the office of the City

Clerk of the City of Bethany, Oklahoma and 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:

2. Contractor warrants that all materials, equipment, or supplies furnished under this Contract will meet the bid specifications, except as specifically noted, and Contractor further warrants that such materials, equipment, and supplies shall be new.

3. Payment will be made only after approval by the Bethany City Council. Contractor's invoice must be accompanied by signed affidavit as required by Oklahoma Statutes.

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

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

CITY OF BETHANY

 (Title)

Attest:

 City Clerk

 By: _____
 (Title)

Attest:

 (Title)

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

 City Attorney

CITY OF BETHANY, OKLAHOMA
ATTACHMENT A CONTRACTOR'S
AFFIDAVIT

STATE OF _____)
COUNTY OF _____) SS

I, _____, of lawful age, being first duly sworn, on oath say that (s)he is the agent authorized by the Contractor to submit the attached contract to the City of Bethany. Affiant further states that Contractor has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the city of Bethany any money or other thing of value, either directly or indirectly, in the procuring of this contract.

Firm Name (Contractor)

Signature and Title

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

Notary Public (or Clerk or Judge)

My commission expires: _____

Note: This affidavit must accompany signed contract.

BUSINESS RELATIONSHIP AFFIDAVIT

State of _____) ss
 County of _____)

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

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

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

Name: _____

Title: _____

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

Notary Public

Commission Expiration : _____

City of Bethany General Fund
Statement of Revenues and Expense
Jun-26

AGENDA: 08/04/2026

ITEM: 15 (A)

Revenues

	2025-2026 Annual Budget	June Revenues	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 82.5% DEDICATED	4,894,156.00	421,037.00	5,061,126.00	103.41%	-166,970.00
USE TAX REVENUE	1,599,353.00	136,906.00	1,698,825.00	106.22%	-99,472.00
HOTEL TAX REVENUE	57,113.00	5,517.00	32,223.00	56.42%	24,890.00
CABLE FRANCHISE TAX REVENUE	94,472.00	0.00	87,930.00	93.08%	6,542.00
PHONE FRANCHISE TAX REVENUE	7,820.00	2.00	52,450.00	670.72%	-44,630.00
UTILITY FRANCHISE TAX REVENUE	686,207.00	117,962.00	732,152.00	106.70%	-45,945.00
OCCUPATIONAL LICENSE REVENUE	37,821.00	1,565.00	35,613.00	94.16%	2,208.00
BUILDING PERMIT REVENUE	30,559.00	2,417.00	42,789.00	140.02%	-12,230.00
INSPECTION PERMIT REVENUE	35,581.00	0.00	26,237.00	73.74%	9,344.00
ZONING PERMITS	1,043.00	0.00	925.00	88.69%	118.00
FIRE ALARM PERMITS	0.00	0.00	40.00	0.00%	-40.00
ANIMAL LICENSE REVENUE	0.00	70.00	1,985.00	0.00%	-1,985.00
ABATEMENT REVENUE	0.00	3,025.00	8,622.00	0.00%	-8,622.00
MOTOR FUEL TAX REVENUE	48,065.00	0.00	48,489.00	100.88%	-424.00
COMMERCIAL VEH TAX REVENUE	131,772.00	12,728.00	130,418.00	98.97%	1,354.00
CIGARETTE TAX REVENUE	14,508.00	3,011.00	36,172.00	249.32%	-21,664.00
ALCOHOL BEVERAGE TAX REVENUE	50,669.00	4,778.00	55,795.00	110.12%	-5,126.00
ACCOUNTING SERVICE REVENUE	39,600.00	2,200.00	24,200.00	61.11%	15,400.00
EMERGENCY MEDICAL CALL SVC FEE	280,831.00	23,346.00	284,006.00	101.13%	-3,175.00
STORMWATER COMPLIANCE FEE	324,218.00	27,369.00	328,342.00	101.27%	-4,124.00
CEMETARY LOT SALES REVENUE	0.00	0.00	25.00	0.00%	-25.00
MINERAL RIGHTS & ROYALTIES REV	12,732.00	2,072.00	20,925.00	164.35%	-8,193.00
POLICE FINES & COURT COST REV	683,155.00	66,893.00	662,174.00	96.93%	20,981.00
INTEREST INCOME	42,403.00	0.00	42,348.00	99.87%	55.00
MISCELLANEOUS REVENUE	160,716.00	3,777.00	75,093.00	46.72%	85,623.00
REIMBURSEMENT REVENUE	2,491.00	446.00	51,173.00	2054.32%	-48,682.00
CREDIT CARD FEES	108,352.00	9,992.00	100,064.00	92.35%	8,288.00
GRANT REVENUE	4,000.00	0.00	0.00	0.00%	4,000.00
STREET CLOSURE FEES	0.00	750.00	3,888.00	0.00%	-3,888.00
SETTLEMENT PROCEEDS	0.00	0.00	61,607.00	0.00%	-61,607.00
YOUTH COUNCIL DONATIONS	0.00	0.00	1,550.00	0.00%	-1,550.00
OMAG REFUNDS	20,096.00	0.00	46,920.00	233.48%	-26,824.00
Total Revenues	9,367,733.00	845,863.00	9,754,106.00	104.12%	-386,373.00
Transfers In	2,825,000.00	257,906.00	2,681,253.00	94.91%	143,747.00
Total Revenues and Transfers In	12,192,733.00	1,103,769.00	12,435,359.00	101.99%	-242,626.00

Expenses

	2025-2026 Annual Budget	June Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
01.0-MANAGEMENT	1,016,798.00	79,194.00	942,104.00	92.65%	74,694.00
02.0-FINANCE	469,258.00	33,712.00	453,164.00	96.57%	16,094.00
03.0-MUNICIPAL COURT	575,617.00	42,018.00	511,958.00	88.94%	63,659.00
04.0-ENGINEERING	183,000.00	12,585.00	100,421.00	54.87%	82,579.00
05.0-POLICE	5,309,879.00	426,449.00	5,072,850.00	95.54%	237,029.00
06.0-FIRE	3,157,030.00	249,310.00	3,102,203.00	98.26%	54,827.00
07.0-COMMUNITY DEV	676,000.00	48,116.00	603,974.00	89.35%	72,026.00
08.1-PW ADMIN	176,440.00	12,550.00	169,643.00	96.15%	6,797.00
08.2-STREETS	842,952.00	66,653.00	778,979.00	92.41%	63,973.00
08.4-FLEET MAINT	102,346.00	4,977.00	77,884.00	76.10%	24,462.00
08.5-PARKS	540,194.00	42,031.00	480,685.00	88.98%	59,509.00
98.0-CONTINGENCY	370,395.00	0.00	128,063.00	34.57%	242,332.00
TOTAL EXPENDITURES	13,419,909.00	1,017,595.00	12,421,928.00	92.56%	997,981.00
Transfers Out	66,000.00	66,000.00	66,000.00	100.00%	0.00
Total Expenses and Transfers Out	13,485,909.00	1,083,595.00	12,487,928.00	92.60%	997,981.00
Revenues over (under) expenses	-1,293,176.00	20,174.00	-52,569.00	4.07%	-1,240,607.00

Bethany Public Works Authority
Statement of Revenues and Expenses

Jun-26

Revenues

	2025-2026	June	Year to Date	Year to Date	Budget
	Annual Budget	Revenues	Revenue	Percentage of Budget	Remaining
RESIDENTIAL PENALTY REVENUE	174,345.00	12,804.00	194,157.00	111.36%	-19,812.00
COMMERCIAL PENALTY REVENUE	38,271.00	3,525.00	37,472.00	97.91%	799.00
SOLID WASTE REVENUE	3,004,190.00	257,997.00	3,165,702.00	105.38%	-161,512.00
WATER REVENUE	5,337,197.00	382,691.00	4,550,501.00	85.26%	786,696.00
WATER TAP REVENUE	5,472.00	0.00	1,875.00	34.27%	3,597.00
SEWER REVENUE	4,109,765.00	346,606.00	4,203,841.00	102.29%	-94,076.00
SEWER TAP REVENUE	360.00	100.00	250.00	69.44%	110.00
INTEREST INCOME	340,476.00	0.00	230,348.00	67.65%	110,128.00
LEASE REVENUE	199,231.00	9,831.00	139,086.00	69.81%	60,145.00
SCRAP METAL REVENUE	0.00	0.00	2,208.00	0.00%	-2,208.00
SETTLEMENT PROCEEDS	0.00	0.00	1,257,553.00	0.00%	-1,257,553.00
SALE OF ASSETS	0.00	0.00	31,500.00	0.00%	-31,500.00
GRANT REVENUE	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	3,660.00	0.00	148,101.00	0.00%	-144,441.00
*** TOTAL REVENUE ***	13,212,967.00	1,013,554.00	13,962,594.00	105.67%	-749,627.00

Total Revenues and Transfers In	13,212,967.00	1,013,554.00	13,962,594.00	105.67%	-749,627.00
--	---------------	--------------	---------------	---------	-------------

Expenses

	2025-2026	June	Year to Date	Year to Date	Budget
	Annual Budget	Expenses	Expenses	Percentage of Budget	Remaining
02.0-BPWA FINANCE	660,933.00	34,127.00	596,925.00	90.32%	64,008.00
08.1-BPWA ADMIN	194,012.00	15,271.00	183,807.00	94.74%	10,205.00
08.3-BPWA SANITATION	2,215,382.00	164,901.00	2,137,497.00	96.48%	77,885.00
08.4-BPWA FLEET MAINT	82,821.00	5,394.00	72,783.00	87.88%	10,038.00
12.0-BPWA WATER PLANT	3,428,312.00	217,773.00	2,437,184.00	71.09%	991,128.00
12.1-BPWA WATER LINE	880,005.00	21,798.00	470,955.00	53.52%	409,050.00
12.2-BPWA SEWER LINE	2,794,274.00	278,190.00	2,904,325.00	103.94%	-110,051.00
97.0-DEBT SERVICE INTEREST EXP	587,520.00	2,824.00	150,681.00	25.65%	436,839.00
98.0-CONTINGENCY	80,000.00	0.00	42,687.00	0.00%	37,313.00
99.0-TRANSFERS OUT	2,600,000.00	216,667.00	2,600,000.00	100.00%	0.00
Total Expenses and Transfers Out	13,523,259.00	956,945.00	11,596,844.00	85.75%	1,926,415.00

DEBT SERVICE PRINCIPAL	1,294,190.00	85,000.00	1,303,505.00	100.72%	-9,315.00
-------------------------------	--------------	-----------	--------------	---------	-----------

Revenues over (under) Expenses/Debt Service	-1,604,482.00	-28,391.00	1,062,245.00	-66.20%	-2,666,727.00
--	---------------	------------	--------------	---------	---------------

City of Bethany
Capital Improvement Fund
Jun-26

Revenues

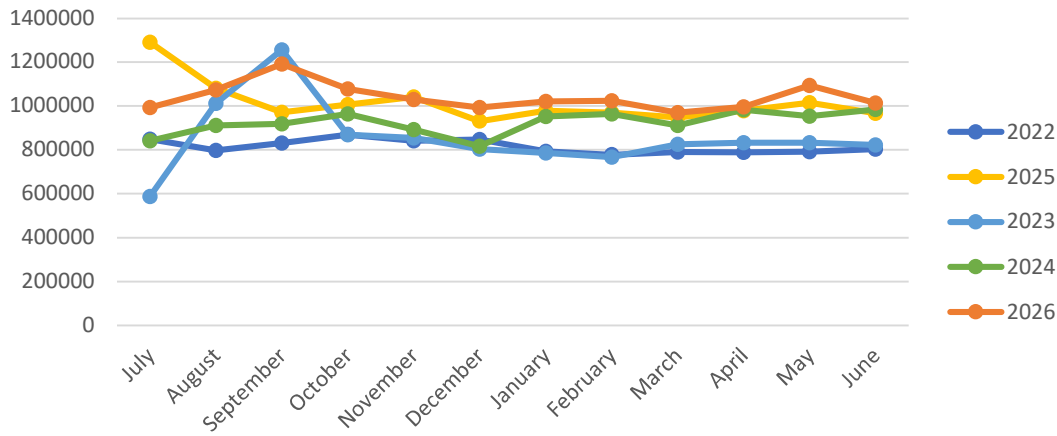
	2024-2025 Annual Budget	June Revenue	Year to Date Revenue	Year to Date Percentage of Budget	Budget Remaining
SALES TAX 17.5% DEDICATED	1,057,987.00	89,311.00	1,073,571.00	101.47%	-15,584.00
INTEREST REVENUE	0.00	0.00	9,624.00	0.00%	-9,624.00
TRANSFER FROM GF	0.00	0.00	0.00	0.00%	0.00
MISCELLANEOUS REVENUE	0.00	14,164.00	64,725.00	0.00%	-64,725.00
GRANT REVENUE	571,000.00	0.00	321,250.00	56.26%	249,750.00
Total Revenue	1,628,987.00	103,475.00	1,469,170.00	90.19%	159,817.00

Expenses

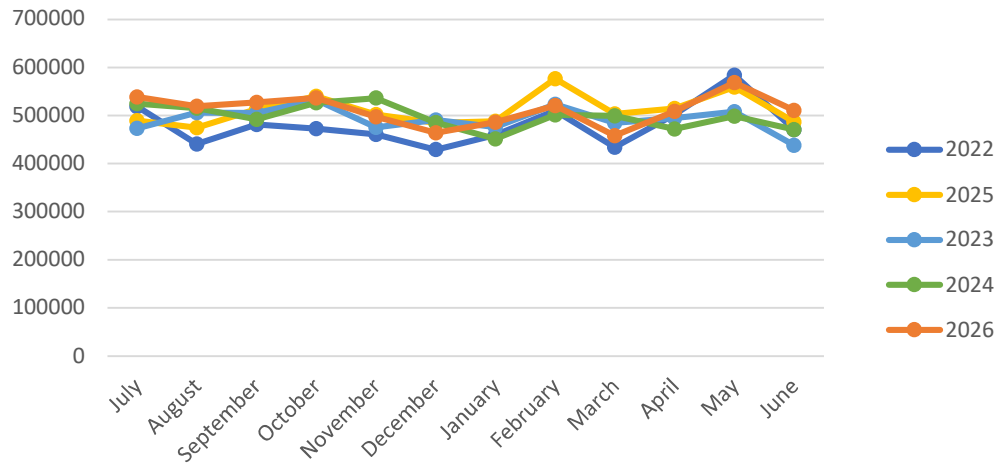
	2024-2025 Annual Budget	June Expenses	Year to Date Expenses	Year to Date Percentage of Budget	Budget Remaining
Capital Projects					
CDBG GRANT MATCH	372,104.00	0.00	302,299.00	81.24%	69,805.00
FIRE TRUCK LEASE PAYMENT	84,084.00	0.00	84,084.00	100.00%	0.00
CITY HALL HVAC REPLACEMENT	20,439.00	0.00	25,858.00	126.51%	-5,419.00
25TH AND SHANNON LIFT STATION	61,646.00	1,110.00	41,040.00	66.57%	20,606.00
CRRSAA ROCKWELL AVE PROJ.	5,561.00	0.00	1,296.00	23.31%	4,265.00
STREETS DUMP TRUCK	155,000.00	0.00	0.00	0.00%	155,000.00
SEWER POP-OFF VALVE PROG.	50,000.00	0.00	0.00	0.00%	50,000.00
FIRE TRAINING CENTER	360,000.00	0.00	356,362.00	98.99%	3,638.00
STREETS SALT/SAND SPREADER	50,000.00	0.00	0.00	0.00%	50,000.00
SCADA PROJECT	235,039.00	0.00	0.00	0.00%	235,039.00
SIDEWALK PARTNERSHIP PROJ.	150,000.00	0.00	138,862.00	92.57%	11,138.00
CEMETERY FENCE	33,000.00	0.00	0.00	0.00%	33,000.00
STREETS 1/2 TON TRUCK	35,000.00	0.00	0.00	0.00%	35,000.00
PD HVAC	20,272.00	0.00	18,522.00	91.37%	1,750.00
STREETS SNOW PLOW	18,000.00	0.00	0.00	0.00%	18,000.00
MUN. COURT HVAC REPLACEMENT	19,000.00	0.00	17,891.00	94.16%	1,109.00
STREETS OVERHEAD DOOR	6,000.00	0.00	6,000.00	0.00%	0.00
ANIMAL CONTROL TRUCK	44,728.00	0.00	44,728.00	100.00%	0.00
Total Capital Projects	1,719,873.00	1,110.00	1,036,942.00	60.29%	682,931.00

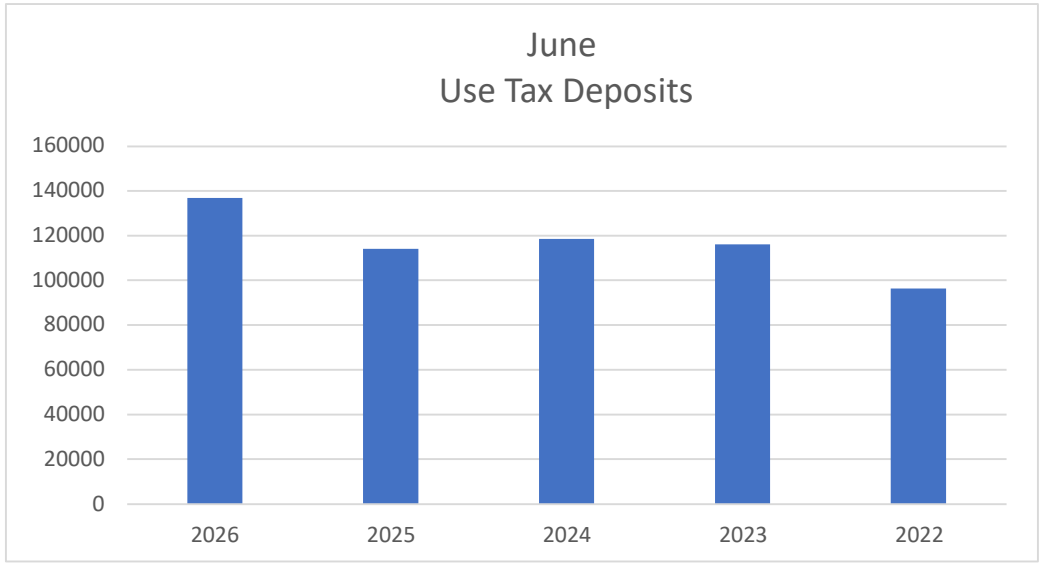
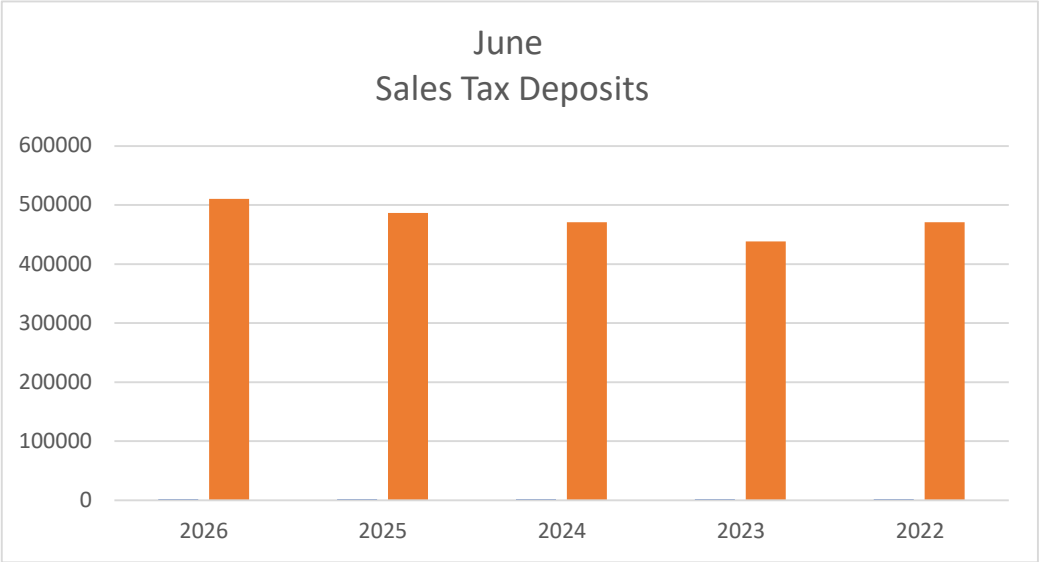
Revenues Over (under) Expenses	-90,886.00	102,365.00	432,228.00	-475.57%	-523,114.00
---------------------------------------	-------------------	-------------------	-------------------	-----------------	--------------------

Public Works Authority Monthly Income



Monthly Sales Tax Income





	BUDGET	ACTUAL	91.67% OF BUDGET
BEGINNING FUND BALANCE	\$2,357,608	\$2,357,608	
REVENUES	\$4,675,000	\$4,558,103	97.50%
EXPENDITURES	-\$4,000,561	-\$3,918,229	97.94%
REVENUES OVER (UNDER) EXPENDITURES	\$3,032,047	\$2,997,482	
TRANSFERS IN	\$0	\$0	
TRANSFERS OUT	\$0	\$0	
NET OTHER	\$0	\$0	
INCREASE (DECREASE) TO BEGINNING FUND BALANCE	\$674,439	\$639,874	
ENDING FUND BALANCE (BEFORE BUDGETED RESERVE)	\$3,032,047	\$2,997,482	
BUDGETED RESERVE	\$0	\$0	
ENDING FUND BALANCE	\$3,032,047	\$2,997,482	
ENDING BALANCE AS A PERCENTAGE OF ANNUAL REVENUES	64.86%	64.12%	

This % is a basic measure of where the fund should be year-to-date compared to budget.

This represents the amount by which fund revenues are more than expenditures prior to net transfers (subsidies) from other funds.

This indicates the fund has received revenues that are more or less than year-to-date expenditures by this amount. It is the year-to-date fund balance.

Amount of budgetary fund balance carried over from the end of the prior year.

Indicates the current budget, as adopted, plans on collecting this amount of revenues in excess of planned expenditures, thereby increasing the fund balance to an acceptable percentage by the end of the fiscal year.

This amount reflects the uncommitted fund balance at the end of the month. This amount should never go below \$0 per State law.

This amount is considered the fund's percentage of unappropriated (budget) and unexpended (actual) fund balance reserves.

C I T Y O F B E T H A N Y
AS OF: JUNE 30TH, 2026

BWA PUBLIC WORKS AUTH

100.00% OF FISCAL YEAR COMPLETED

ACCOUNT NO#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>PERSONAL EXPENSES</u>							
	TOTAL PERSONAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
<u>MATERIAL SUPPLIES</u>							
25.0-210	OFFICE SUPPLIES	125.00	0.00	0.00	0.00	0.00	125.00
25.0-212	MAINTENANCE SUPPLIES	33,900.00	744.82	16,218.13	60.05	4,139.35	13,542.52
25.0-213	FUEL AND LUBRICANTS	25,500.00	0.00	22,332.55	95.42	2,000.00	1,167.45
25.0-215	CHEMICALS	66,690.00	3,704.56	57,381.02	99.03	8,663.03	645.95
25.0-216	FINANCIAL FEES	9,100.00	0.00	8,999.85	98.90	0.00	100.15
	TOTAL MATERIAL SUPPLIES	135,315.00	4,449.38	104,931.55	88.49	14,802.38	15,581.07
<u>OTHER SERVICES</u>							
25.0-340	PROFESSIONAL SERVICES	248,176.00	10,954.86	215,404.72	92.59	14,379.81	18,391.47
25.0-341	UTILITIES	320,000.00	37,606.60	276,456.87	95.28	28,429.07	15,114.06
25.0-342	MAINTENANCE CONTRACTUAL	425,000.00	5,789.85	339,688.81	94.29	61,033.50	24,277.69
25.0-343	INSURANCE - GEN. & PIP	33,000.00	0.00	29,656.75	89.87	0.00	3,343.25
25.0-346	ACCOUNTING SERVICES	26,400.00	4,400.00	26,400.00	100.00	0.00	0.00
25.0-349	Wright Water Fees	1,086,221.00	90,210.48	1,085,995.39	99.98	0.00	225.61
	TOTAL OTHER SERVICES	2,138,797.00	148,961.79	1,973,602.54	97.13	103,842.38	61,352.08
<u>CAPITAL OUTLAY</u>							
25.0-40403	INTERCEPTOR REHAB PROJECT	270,000.00	252,525.35	252,525.35	98.00	12,076.40	5,398.25
	TOTAL CAPITAL OUTLAY	270,000.00	252,525.35	252,525.35	98.00	12,076.40	5,398.25
<u>DEBT SERVICE</u>							
25.0-601	INTEREST EXPENSE	1,456,449.00	0.00	1,456,448.78	100.00	0.00	0.22
	TOTAL DEBT SERVICE	1,456,449.00	0.00	1,456,448.78	100.00	0.00	0.22
	TOTAL 25.0-SEWER PLANT	4,000,561.00	405,936.52	3,787,508.22	97.94	130,721.16	82,331.62
=====							
	TOTAL EXPENSES ***	4,000,561.00	405,936.52	3,787,508.22	97.94	130,721.16	82,331.62
=====							
END OF REPORT ***							

Bethany-Warr Acres Public Works Authority
BOK Investment Account and
OWRB Loan Activity
7-1-2025 to 6-30-2026

	Date	Debt Service Account	Project Account
Balance 7-1-25		\$289,863.23	\$24,448,777.90
Dividend Income	7/1/2025		\$74,869.47
Dividend Income	7/1/2025	\$894.30	
Deaw Request #19	7/3/2025		-\$144,753.45
Draw Request #21	7/3/2025		-\$126,952.30
Draw Request #20	7/7/2025		-\$77,770.00
Transfer from Project to DS	7/7/2025	\$74,869.47	-\$74,869.47
Dividend Income	8/1/2025	\$1,175.14	
Dividend Income	8/1/2025		\$75,278.51
Draw Request #23	8/6/2025		-\$33,150.54
Draw Request #22	8/6/2025		-\$139,986.00
Transfer from Project to DS	8/7/2025	\$75,278.51	-\$75,278.51
Draw Request #24	8/22/2025		-\$200,549.00
Dividend Income	9/2/2025	\$1,424.67	
Dividend Income	9/2/2025		\$73,780.88
Transfer from Project to DS	9/5/2025	\$73,780.88	-\$73,780.88
Draw Request #25	9/9/2025		-\$14,050.36
Payment From BWA	9/15/2025	\$216,042.89	
Principal Payment	9/15/2025	-\$5,000.00	
Interest Payment	9/15/2025	-\$728,289.39	
Draw Request #26	9/16/2025		-\$91,930.00
Dividend Income	10/1/2025	\$719.20	
Dividend Income	10/1/2025		\$68,578.19
Transfer from Project to DS	10/7/2025	\$68,578.19	-\$68,578.19
Draw Request #27	10/20/2025		-\$309,573.52
Draw Request #28	10/20/2025		-\$38,885.00
Dividend Income	11/3/2025	\$180.75	
Dividend Income	11/3/2025		\$68,279.54
Transfer from Project to DS	11/7/2025	\$68,279.54	-\$68,279.54
Dividend Income	12/1/2025	\$370.55	
Dividend Income	12/1/2025		\$62,892.73
Draw Request #29	12/5/2025		-\$71,354.24
Transfer from Project to DS	12/8/2025	\$62,892.73	-\$62,892.73
Dividend Income	1/2/2026	\$548.98	
Dividend Income	1/2/2026		\$61,880.70
Draw Request #30	1/7/2026		-\$15,554.00
Transfer from Project to DS	1/7/2026	\$61,880.70	-\$61,880.70
Draw Request #31	1/8/2026		-\$43,525.90
LT Cap Gain Distribution	1/8/2026	\$0.12	
Dividend Income	2/2/2026	\$718.28	
Dividend Income	2/2/2026		\$59,759.52
Transfer from Project to DS	2/9/2026	\$59,759.52	-\$59,759.52
Draw Request #32	2/17/2026		-\$15,554.00
Dividend Income	3/2/2026	\$784.52	
Dividend Income	3/2/2026		\$53,574.01
Transfer from Project to DS	3/9/2026	\$53,574.01	-\$53,574.01
Draw Request #33	3/9/2026		-\$147,771.74
Payment From BWA	3/16/2026	\$352,372.30	
Interest Payment	3/16/2026	-\$728,159.39	
Dividend Income	4/1/2026	\$546.87	
Dividend Income	4/1/2026		\$58,748.78
Transfer from Project to DS	4/7/2026	\$58,748.78	-\$58,748.78
Payment From BWA	4/7/2026	\$62,057.95	
Dividend Income	5/1/2026	\$270.10	
Dividend Income	5/1/2026		\$56,741.05
Transfer from Project to DS	5/7/2026	\$56,741.05	-\$56,741.05
Payment From BWA	5/11/2026	\$62,057.95	
Dividend Income	6/1/2026	\$585.39	
Dividend Income	6/1/2026		\$58,031.66
Transfer from Project to DS	6/8/2026	\$58,031.66	-\$58,031.66
Payment From BWA	6/17/2026	\$62,057.95	
 Balances 3/31/2026		 \$363,637.40	 \$22,977,417.85
Total Draw Requests		\$1,471,360.05	
Total Interest Expense		-\$1,456,448.78	
Total Investment Income		\$723,622.64	
Total Payments from BWA		\$754,589.04	

NOTICE: On Thursday, July 16, 2026, 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, JULY 21, 2026

6:30 P.M.

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

Chairman Sandoval called the Bethany Public Works Authority meeting to order at 7:56 P.M.

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

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

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

ITEM NO. 2 on the agenda was **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 1741, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BETHANY, OKLAHOMA, APPROVING THE FISCAL YEAR 2027 MANUAL OF FEES, WHICH ESTABLISHES THE FEES AND COSTS CHARGED BY THE CITY OF BETHANY, OKLAHOMA; AUTHORIZING PERIODIC ADJUSTMENT AS NECESSARY BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE OF JULY 1, 2026. (ELIZABETH GRAY, CITY MANAGER)**

A motion was made by Council Member Powell, seconded by Mayor Sandoval to approve the 2027 Manual of Fee's with the exception of the residential late fee to remain at \$10.00. Yes votes: Triana, Larsen, Ford, Magirowsky, Plank, Smart, Sandoval, Powell. No votes: None. Motion approved.

ITEM NO. 3 on the agenda was **NEW BUSINESS (AS DEFINED BY THE OKLAHOMA OPEN MEETING ACT § 311 (A) (9) AS "MATTERS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE REASONABLY BEEN FORESEEN PRIOR TO THE TIME OF POSTING THE AGENDA")**.

None

ITEM NO. 4 on the agenda was **ADJOURN UNTIL AUGUST 4 , 2026.**

Chairman Sandoval adjourned the Bethany Public Works Authority meeting at 7:58 P.M. until August 4, 2026.

CHAIRMAN

SECRETARY

AGENDA: 08/04/2026
ITEM: Consent 1 (B)

BETHANY PUBLIC WORKS AUTHORITY

From: Michael Vaughn, Finance Director
Date: July 30, 2026
Subject: Claims list for the 08/04/2026 Bethany Public Works Authority Meeting

BETHANY PUBLIC WORKS AUTHORITY

FUND	AMOUNT
Bethany Public Works Authority	\$ 116,623.65
TOTAL	\$ 116,623.65

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 221,051.57
Bethany Public Works Authority	\$ 116,623.65
Bethany Hospital Trust	\$ 7,726.85
Bethany Development Authority	\$ -
TOTAL	\$ 345,402.07

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: N/A NON-DEPARTMENTAL						
27-57496	10-005216	PERDUE BRANDON FIELDER COLLBAD	DEBT COLLECTION	7/2026	23056	91.06
DEPARTMENT TOTAL:						91.06
DEPARTMENT: 01.0 MANAGEMENT						
27-57295	10-005373	CARD SERVICES/P1	AZURE AND BUSINESS	7/2026	G173360838	347.94
27-57276	10-005519	CRAWFORD & ASSOCIATES, P.C.	FINANCIAL /AUDIT PREP	7/2026	35590	142.50
27-57279	10-006334	CITY WIDE FACILITY SOLUTION	CLEANING CITY HALL	7/2026	32039024887	412.71
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR 2027	7/2026	20260730	1,435.73
27-57429	10-3196	IMAGENET CONSULTING, LLC	COPIER UPSTAIRS/DOWNSTAIR	7/2026	INV1684275	104.39
27-57526	10-3348	COUNTY CLERK OKLA COUNTY	FILING RECORDS FEES	7/2026	20260729*	9.00
DEPARTMENT TOTAL:						2,452.27
DEPARTMENT: 02.0 FINANCE						
27-57266	10-005038	OKLAHOMA ENVELOPE	ENVELOPES FOR CS	7/2026	12675	280.00
27-57510	10-005321	AMAZON CAPITAL SERVICES,	INGEL PACKS FOR METER READE	7/2026	7428207	11.99
27-57527	10-005321	AMAZON CAPITAL SERVICES,	INCOOLING CAPS/FASTENERS	7/2026	2049001	11.99
27-57283	10-005702	TPS TECHNICAL PROGRAMMING	UTILITY BILL PRINTING	7/2026	124760	1,471.37
27-57386	10-0225	GENUINE PARTS	CONTROL ARM BLACK IMPALA	7/2026	121174	86.76
26-56970	10-2703	OKLAHOMA BODY WORKS INC	SILVER IMPALA DOOR	6/2026	27249	500.00
DEPARTMENT TOTAL:						2,362.11
DEPARTMENT: 08.1 PUBLIC WORKS - ADMIN						
27-57495	10-1063	OG&E	MONTHLY SERVICE	7/2026	20260716	512.06
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR 2027	7/2026	20260730	37.29
26-56836	10-1276	RON'S SPORTS WORLD INC	5 POLOS FOR ADMIN	6/2026	0762	240.00
27-57263	10-3042	ACCURATE ENVIRONMENTAL	VOC'S	7/2026	IG15140	1,224.00
DEPARTMENT TOTAL:						2,013.35
DEPARTMENT: 08.3 PUBLIC WORKS - SANIT						
27-57376	10-005321	AMAZON CAPITAL SERVICES,	INPADLOCKS,TAGOUTS, OIL	7/2026	4497050	85.34
27-57407	10-005321	AMAZON CAPITAL SERVICES,	INRUBBER BOOTS/ EYE WASH	7/2026	1581836	3.77
27-57431	10-005321	AMAZON CAPITAL SERVICES,	INDESK CONVERT TO STANDING	7/2026	4935404	153.87
27-57444	10-005321	AMAZON CAPITAL SERVICES,	INGATORADE & HYDROMATE STIC	7/2026	5684251	50.92
27-57198	10-005350	FORCE PERSONNEL	TEMP HELP FOR SANITATION	7/2026	89121	1,624.11
26-55755	10-006175	OKC-COUNTY HEALTH DEPARTMENT	HEP A/B SHOTS	6/2026	ARB1002812	538.32
27-57505	10-006287	TAKE TEN TIRE & SERVICE	FLAT ON UNIT #97	7/2026	1-357574	30.00
27-57336	10-0225	GENUINE PARTS	3 AIR FILTERS 94,97,93	7/2026	120893	282.48
26-56624	10-0812	J & R EQUIPMENT LLC	REPLACE PACKING CYLINDERS#9	6/2026	07003134	5,018.96
26-57086	10-0812	J & R EQUIPMENT LLC	HYDRO TANK & PUMP UNIT#95	6/2026	07003137	3,130.95
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR 2027	7/2026	20260730	78.31
27-57442	10-3081	PREMIER TRUCK/ATC FREIGHT	LIGAS CAP & AIR HOSE	7/2026	120917574	314.28
27-57205	10-4090	AT&T MOBILITY	MONTHLY FEE FOR TRAKING PH	7/2026	07192026	114.54
DEPARTMENT TOTAL:						11,425.85

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 08.4						
27-57462	10-1085	PUBLIC WORKS - MAINT	OKLAHOMA MUNICIPAL ASSURANCPROPERTY 1 QTR 2027	7/2026	20260730	216.29
DEPARTMENT TOTAL:						216.29
DEPARTMENT: 12.0						
27-57348	10-005005	UTILITY - WATER PLANT	BRONCO EQUIPMENT RENTAL & SSPINDLE ZERO TURN	7/2026	920819-0001	164.00
27-57459	10-005005		BRONCO EQUIPMENT RENTAL & S2 MOWER BELTS	7/2026	921474-0001	296.00
27-57376	10-005321		AMAZON CAPITAL SERVICES, INPADLOCKS,TAGOUTS, OIL	7/2026	4497050	557.94
27-57407	10-005321		AMAZON CAPITAL SERVICES, INRUBBER BOOTS/ EYE WASH	7/2026	1581836	3.77
27-57444	10-005321		AMAZON CAPITAL SERVICES, INGATORADE & HYDROMATE STIC	7/2026	5684251	50.92
27-57453	10-005321		AMAZON CAPITAL SERVICES, INELBOW,PCP,BOXCUTTERS	7/2026	3713847	144.94
27-57460	10-005321		AMAZON CAPITAL SERVICES, INTWO DESK FANS	7/2026	8904226	39.56
27-57470	10-005321		AMAZON CAPITAL SERVICES, INCASEOFTOILETPAPER©PAP	7/2026	2205069	121.96
27-57209	10-0091		BRENNTAG SOUTHWEST 4TOTES OF ALUM SULFATE	7/2026	BSW712960	2,912.09
27-57270	10-0091		BRENNTAG SOUTHWEST SODIUM BICARDONATE	7/2026	BSW712961	262.50
27-57399	10-0635		GRAINGER INC OIL ABSORBENT PADS	7/2026	9012534989	78.08
27-57318	10-0669		HACH COMPANY REAGENTS HARDNESS BUFFER	7/2026	15086644	2,282.36
27-57397	10-0883		LOCKE SUPPLY CO. AC FILTERS	7/2026	58805159-00	431.01
27-57495	10-1063		OG&E MONTHLY SERVICE	7/2026	20260716	21,329.13
27-57462	10-1085		OKLAHOMA MUNICIPAL ASSURANCPROPERTY 1 QTR 2027	7/2026	20260730	11,937.09
26-56016	10-1128		OK CITY WATER UTILITIES TRCROSSTIES	6/2026	20260730	16,426.55
26-55648	10-1288		ROSE STATE COLLEGE C WATER LAB	6/2026	2012016- KISSLRING	448.00
27-57384	10-1622		WESTLAKE ACE HARDWARE MINER SPIRITS FOR PAINTIN	7/2026	3505727	74.10
27-57430	10-2123		HOME DEPOT CREDIT SVCS THREE SUMP PUMPS	7/2026	021453/4014174	503.44
26-55370	10-3042		ACCURATE ENVIRONMENTAL VOC & BAC T	6/2026	IF30116	480.00
27-57326	10-3042		ACCURATE ENVIRONMENTAL BUFFER SOLUTION	7/2026	SU40546	43.15
27-57366	10-3042		ACCURATE ENVIRONMENTAL BACT'S	7/2026	IG15137	350.00
27-57398	10-3919		MISSISSIPPI LIME LIME	7/2026	CD223050	10,963.75
DEPARTMENT TOTAL:						69,900.34
DEPARTMENT: 12.1						
27-57407	10-005321	UTILITY - WATER LINE	AMAZON CAPITAL SERVICES, INRUBBER BOOTS/ EYE WASH	7/2026	1581836	3.77
27-57444	10-005321		AMAZON CAPITAL SERVICES, INGATORADE & HYDROMATE STIC	7/2026	5684251	25.46
27-57278	10-006228		NATIONAL TANK & EQUIPMENT L41ST AND BEAVER LEAK	7/2026	506066-00001	1,463.65
27-57405	10-006287		TAKE TEN TIRE & SERVICE UTILITIES TRAILER	7/2026	4-357108	67.95
27-57506	10-006287		TAKE TEN TIRE & SERVICE TWO TIRES UNIT #41	7/2026	4-GS357547	329.32
27-57495	10-1063		OG&E MONTHLY SERVICE	7/2026	20260716	101.84
27-57240	10-1066		OKLAHOMA CONTRACTOR'S SUPPLCLAMP	7/2026	0390622	370.00
27-57242	10-1066		OKLAHOMA CONTRACTOR'S SUPPLWIDE RANGE CLAMPS	7/2026	0390621	617.00
27-57269	10-1066		OKLAHOMA CONTRACTOR'S SUPPLVALVE REPLACEMENT 41ST	7/2026	0390716	644.00
27-57293	10-1066		OKLAHOMA CONTRACTOR'S SUPPLVALVE BOX 41ST AND BEAVER	7/2026	0390715	85.00
27-57412	10-1066		OKLAHOMA CONTRACTOR'S SUPPLCLAMPS AND PIPE	7/2026	0390854	104.00
27-57462	10-1085		OKLAHOMA MUNICIPAL ASSURANCPROPERTY 1 QTR 2027	7/2026	20260730	309.52
27-57375	10-1622		WESTLAKE ACE HARDWARE TOOLS FOR WATER REPAIR	7/2026	3505721	71.58
26-56798	10-2557		CORE & MAIN LP 6" CLAMPS LEAK REPAIR	6/2026	42578	252.58
27-57390	10-2557		CORE & MAIN LP METER LID	7/2026	53129	268.27
26-57000	10-2895		CHAPPELL SUPPLY SUCTION HOSE	6/2026	0393761	195.00

FUND: 056- BETHANY PUBLIC WORKS AUTH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 12.1	UTILITY - WATER LINE					
27-57432	10-4090	AT&T MOBILITY	METER READER/MODEMS	7/2026	x07192026*	222.50
DEPARTMENT TOTAL:						5,131.44
DEPARTMENT: 12.2	UTILITY - SEWER					
27-57444	10-005321	AMAZON CAPITAL SERVICES, INGATORADE & HYDROMATE STIC		7/2026	5684251	25.46
26-56770	10-006228	NATIONAL TANK & EQUIPMENT L19TH AND COLLEGE LIFT STA		6/2026	457214-0009	3,249.25
27-57311	10-006228	NATIONAL TANK & EQUIPMENT LLIFT STATION 50TH MCMILIA		7/2026	506395-0002	3,334.80
27-57402	10-006228	NATIONAL TANK & EQUIPMENT LLIFT STATION 23RD&DONALD		7/2026	478740-0004	3,772.00
27-57405	10-006287	TAKE TEN TIRE & SERVICE UTILITIES TRAILER		7/2026	4-357108	67.95
27-57506	10-006287	TAKE TEN TIRE & SERVICE TWO TIRES UNIT #41		7/2026	4-GS357547	329.32
27-57495	10-1063	OG&E MONTHLY SERVICE		7/2026	20260716	2,800.40
27-57464	10-1068	ONG MONTHLY SVC		7/2026	20260715	190.50
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANCPROPERTY 1 QTR 2027		7/2026	20260730	1,353.70
26-57070	10-2123	HOME DEPOT CREDIT SVCS GRINDER TUBE DISC SHOVELS		6/2026	030355/5021690	355.37
27-57367	10-3380	URBAN CONTRACTORS INC 50TH AND MCMILLIAN		7/2026	26-38	6,500.00
27-57432	10-4090	AT&T MOBILITY	METER READER/MODEMS	7/2026	x07192026*	52.19
DEPARTMENT TOTAL:						22,030.94
DEPARTMENT: 97.0	DEBT SERVICE					
27-57379	10-3436	BANCFIRST	2024 BPWA NOTE OWRB	7/2026	5005610	1,000.00
DEPARTMENT TOTAL:						1,000.00
FUND TOTAL:						116,623.65
GRAND TOTAL:						345,402.07

NOTICE: On Thursday, July 16, 2026, 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, JULY 21, 2026

6:30 P.M.

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

Chairman Sandoval called the Bethany Hospital Trust meeting to order at 7:58 P.M.

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

- A. APPROVAL OF MINUTES FROM JULY 7, 2026, 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: Ford, Smart, Larsen, Triana, Sandoval, Powell, Magirowsky, Plank. 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 AUGUST 4, 2026.**

Chairman Sandoval adjourned the Bethany Hospital Trust meeting at 7:58 P.M. until August 4, 2026.

CHAIRMAN

SECRETARY

AGENDA: 08/04/2026
ITEM: Consent 1 (B)

BETHANY HOSPITAL TRUST

From: Michael Vaughn, Finance Director
Date: July 30, 2026
Subject: Claims list for the 08/04/2026 Bethany Hospital Trust Meeting

BETHANY HOSPITAL TRUST

FUND	AMOUNT
Bethany Hospital Trust	\$ 7,726.85
TOTAL	\$ 7,726.85

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 221,051.57
Bethany Public Works Authority	\$ 116,623.65
Bethany Hospital Trust	\$ 7,726.85
Bethany Development Authority	\$ -
TOTAL	\$ 345,402.07

RECOMMENDATION

1. Approve claims as presented.



P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 99.0		TRANSFERS IN/OUT				
27-57462	10-1085	OKLAHOMA MUNICIPAL ASSURANCE	PROPERTY 1 QTR 2027	7/2026	20260730	7,726.85
DEPARTMENT TOTAL:						7,726.85
FUND TOTAL:						7,726.85

NOTICE: On Thursday, July 16, 2026, 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, JULY 21, 2026

6:30 P.M.

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

Chairman Sandoval called the Bethany Development Authority meeting to order at 7:58 P.M.

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

A. APPROVAL OF MINUTES FROM JULY 7, 2026, 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 Ford, seconded by Vice-Chairman Smart to approve the consent docket. Yes votes: Sandoval, Ford, Magirowsky, Larsen, Smart, Powell, Triana, Plank. No votes: None. Motion passed.

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

None

ITEM NO. 3 on the agenda was **ADJOURN UNTIL AUGUST 4, 2026.**

Chairman Sandoval adjourned the Bethany Development Authority meeting at 7:59 P.M. until August 4, 2026.

CHAIRMAN

SECRETARY

AGENDA: 08/04/2026
ITEM: Consent 1 (B)

BETHANY DEVELOPMENT AUTHORITY

From: Michael Vaughn, Finance Director
Date: July 30, 2026
Subject: Claims list for the 08/04/2026 Bethany Development Authority Meeting

BETHANY DEVELOPMENT AUTHORITY

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

ENTERPRISE-WIDE SUMMARY OF ALL CLAIMS:

FUND	AMOUNT
General Operations Fund	\$ 221,051.57
Bethany Public Works Authority	\$ 116,623.65
Bethany Hospital Trust	\$ 7,726.85
Bethany Development Authority	\$ -
TOTAL	\$ 345,402.07

RECOMMENDATION

1. Approve claims as presented.

