



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

**REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL**
Tuesday, July 6, 2021
7 p.m.

Mayor Dale Copeland
918-338-4282

AGENDA

- 1. Call to order the business meeting of the Bartlesville City Council by Mayor Copeland.**
- 2. Roll call and establishment of a quorum.**
- 3. Invocation by Pastor Joe Colaw, First Wesleyan Church.**
- 4. Citizens to be heard.**
- 5. City Council Announcements and Proclamations.**
 - Certificate of Commendation presented to Mr. Tony Leeson, Jr. Presented by Councilmember Roane.
- 6. Authorities, Boards, Commissions and Committee Openings**
 - Two openings on the Ambulance Commission
 - One opening on the City Planning Commission
 - One opening on the Construction and Fire Codes Appeals Board
 - Three openings on the White Rose Cemetery Board
- 7. Consent Docket**
 - a. Approval of Minutes**
 - i. The Regular Meeting Minutes of June 7, 2021
 - ii. The Special Meeting Minutes of June 14, 2021.
 - b. Approval of Resolutions**
 - i. Amending the budget of the City of Bartlesville for Fiscal Year 2021-2022, appropriating unanticipated Federal Grant Revenue for the Restricted Revenue Fund.
 - c. Receipt of Financials**
 - i. Interim Financials for the eleven months ending May 31, 2021.
 - d. Receipt of Bids**
 - i. Bid No. 2020-2021-020 for the Bartlesville Community Center Auditorium Renovation.
 - ii. Bid No. 2021-2022-001 for Water and Wastewater Repair Materials.
 - iii. Bid No. 2021-2022-002 for Water Treatment Chemicals.
 - iv. Bid No. 2021-2022-003 for Sooner Pool Expansion.

- 8. Discuss and take possible action to award Bid No. 2020-2021-020 for the Bartlesville Community Center Auditorium Renovation. Presented by Mayor Copeland.**
- 9. Discuss and take possible action to award Bid No. 2021-2022-001 for Water and Wastewater Repair Materials. Presented by Mr. Stuart.**
- 10. Discuss and take possible action to award Bid No. 2021-2022-002 for Water Treatment Chemicals. Presented by Mr. Stuart.**
- 11. Discuss and take possible action to reject Bid No. 2021-2022-003 for Sooner Pool Expansion. Presented by Vice Mayor Curd.**
- 12. Public hearing and possible action on an application from Thomas Janer on behalf of AbilityWorks of Oklahoma for approval of a rezoning from RS-5 (Single-Family Residential) to C-5/PUD (General Commercial/Planned Unit Development), as well as approval of a Planned Unit Development and Site Development Plan on property located at 321, 323, 327, and 329 SW Virginia Ave., legally described as Lots 16-19, Block 4, Taylors 3rd Addition, Bartlesville, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.**
- 13. Discuss and take possible action to direct staff to publish notice of a petition requesting annexation of a tract of land owned by the City of Bartlesville, with an existing zoning of residential Single-Family RS-10, for a 10-acre tract of land described as the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 5, Township 26 North, Range 13 East of the Indian Base Line and Meridian, Washington County, Oklahoma. Presented by Greg Collins, Assistant Director, Community Development.**
- 14. Discuss and take possible action on a lease with David Valdez for the operation of paddle boat rentals at Lee Lake, including installation of privately-funded improvements for such business. Presented by Greg Collins, Assistant Director, Community Development.**
- 15. Discuss and take possible action to adopt an Ordinance amending Chapter 20 of the Bartlesville Municipal Code pertaining to the Wastewater Capital Investment Fee. Presented by Jason Muninger, CFO/City Clerk.**
- 16. Discuss and take possible action to approve the Collective Bargaining Agreement between the City of Bartlesville, Oklahoma and the Fraternal Order of Police, Lodge 117 for Fiscal Years 2021-2023. Presented by Jess Kane, City Attorney.**
- 17. Presentation of a periodic report on the status of Collective Bargaining and Outstanding Grievances between the City of Bartlesville and Bartlesville Fraternal Order of Police, Lodge 117 and the City of Bartlesville and the Bartlesville Professional Firefighters, Local 200, with possible action to enter into an executive session to discuss outstanding grievances and/or ongoing collective bargaining agreement negotiations pursuant to 25 O.S., Sec. 307(B). Presented by Jess Kane, City Attorney.**
- 18. New Business.**

19. City Manager and Staff Reports.

20. City Council Comments and Inquiries.

21. Adjournment.

The Agenda was received and filed in the Office of the City Clerk and posted in prominent public view at City Hall at 5:00 p.m. on Thursday, July 1, 2021.

Jason Muninger

Jason Muninger, CFO/City Clerk

/s/ Elaine Banes

by Elaine Banes, Deputy City Clerk

City of Bartlesville Website: <https://www.cityofbartlesville.org/city-government/city-council/meeting-agendas/>

All discussion items are subject to possible action by the City Council. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville 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 one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.

CERTIFICATE OF COMMENDATION

This certificate is awarded to

Mr. Tony Leeson, Jr.

in recognition of his completion of “The 50 Yard Challenge”. Twelve year old Tony mowed 50 yards for the elderly, veterans, disabled, single parents, and anyone in need last July. He is to be commended for his strong work ethic, determination to complete the challenge, and his compassion to use such a challenge as a way to help those in need within his community.



Dale W. Copeland, Mayor

Date

June 20, 2021-Bartlesville Examiner Front page

Bartlesville 12-year-old takes up challenge to mow yards free for those in need

Tony Leeson Jr. isn't one to brag about himself, but the 12-year-old has a lot of people from around the country ready to do it for him.

"Tony Jr. you have a heart of gold and I know you will go far in this world," Rita Fay Thaler of Harvest, Alabama, wrote on his Facebook page -- Tony Jr.'s 50-Yard Challenge.

Since he pledged to mow 50 lawns for the elderly, veterans, disabled, single parents or anyone in need of help last July, Leeson has chronicled his year-long journey on Facebook.

The 50-Yard Challenge is the brainchild of Rodney Smith Jr. of Huntsville, Alabama, who founded the nonprofit Raising Men Lawn Service as a way to inspire youth to give back to their communities.

The challenge has swept the country, as more than 2,000 kids in the U.S. and seven other countries have taken the challenge of "making a difference one lawn at a time."

Leeson's mother, Debbie, found out about the challenge from a friend and presented the idea to her son. He was excited to take it on.

"I really like to help out the community and figured I could help some people who can't mow their lawn," he said.

On Thursday, Leeson met his goal and mowed his 50th lawn.

As a result, Smith will soon travel to Bartlesville to present Leeson with a brand new lawnmower, blower and weed trimmer.

"We are very proud of Tony. From the day he signed up he stuck to it and worked hard to meet his goal.

He is a hero to his community and a role model to his peers," Smith said.

When Leeson first started out, his mower broke down. The Bartlesville Fraternal Order of Police heard about it and gave him a new lawnmower. It has kept him cutting grass ever since.

"It was really nice of them," he said.

As for Leeson, he intends to use the new equipment to start his own lawn service.

He said he is a little surprised that he reached the goal.

"I'm happy, but also kind of shocked because it was a long ways to get there," Leeson said. "It's been challenging in some parts, but definitely it's been fun."



Tony Leeson Jr. and his dog, Sprocket, head out to mow a lawn as part of the 50-Yard Challenge. *Courtesy*



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

**MINUTES OF THE
REGULAR MEETING OF THE
BARTLESVILLE CITY COUNCIL
Monday, June 7, 2021
Immediately following the
Bartlesville Education Authority and
Bartlesville Municipal Authority
Special Meetings that begin at 7 p.m.**

**Mayor Dale Copeland
918-338-4282**

MINUTES

(The Notice of Meeting was posted December 15, 2020
and the Agenda was posted June 3, 2021 at 5:00 p.m.)

City Council present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Trevor Dorsey, Paul Stuart and Billie Roane.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Lisa Beeman, Director of Community Development; Terry Lauritsen, Director of Water Utilities; Micah Siemers, Director of Engineering; Kelli Williams, Chief Communications Officer; captain Kevin Ickleberry; Captain Kelly Thomas; Lt. Troy Newell; Police Chief Tracy Roles; and Elaine Banes, Executive Assistant.

- 1. Mayor Copeland called the business meeting of the Bartlesville City Council to order at 7:15 p.m.**
- 2. Roll call was conducted and a quorum established.**
- 3. Citizens to be heard.**

Pamela Zora, 1608 Johnstone Ave., expressed her appreciation of city management for the good job of maintaining a well-run city.

- 4. City Council Announcements and Proclamations.**
 - A Certificate of Commendation was presented to Miss Reverie Pester by Councilmember Roane for earning money to donate to the Lighthouse Outreach Center.
 - Police Chief Roles presented Life-Saving Awards to Corporal Brad Dunkle and Officer Luke Reeves for saving a man's life.
 - Mr. Dorsey read the Flood Insurance Month Proclamation – June 2021.
- 5. Authorities, Boards, Commissions and Committee Openings**
 - Two openings on the Ambulance Commission
 - One opening on the City Planning Commission
 - One opening on the Construction and Fire Codes Appeals Board
 - Three openings on the White Rose Cemetery Board

Mayor Copeland read the openings and encouraged citizens to volunteer on City Committees. Applications can be found at www.cityofbartlesville.org or at City Hall in the City Manager's Office.

6. Consent Docket

a. Approval of Minutes

- i. The Special Meeting Minutes of May 17, 2021.

b. Approval of Appointment to Authorities, Boards, Commissions, and Committees.

- i. Appointment of Mr. Scott Hopson for a three-year term on the Bartlesville Library Trust Authority at the recommendation of Councilmember Stuart.

c. Approval of Resolutions

- i. Amending the Agreement Establishing Oklahoma Municipal Assurance Group (OMAG).
- ii. Amending the budget of the City of Bartlesville for Fiscal Year 2020-2021, appropriating CDBG-COVID grant revenue.
- iii. Amending the contracts of the City Attorney, City Judge, and Golf Professional adjusting their compensation to accommodate the approved cost of living adjustments and merit increases for Fiscal Year 2021-2022.

d. Approval of Agreements, Contracts, and Engagement Letters

- i. Amendment 4 to the Professional Service Agreement with Tetra Tech, Inc. for engineering services on the Wastewater Treatment Plant Effluent Pump Station and Pipeline and Raw Water Intake Rehabilitation Project.
- ii. Professional Service Agreement with Wall engineering LLC for engineering services for relocation of water and sanitary sewer facilities required by the S.H. 123 realignment over the Caney River.
- iii. Engagement Letter for Audit Services with Arledge and Associates P.C.
- iv. Renewal of City Manager's Employment Agreement.

e. Receipt of Financials

- i. Interim Financials for the ten months ending April 30, 2021.

f. Receipt of Bids

- i. Bid No. 2020-2021-018 Caney River Raw Water Intake Improvements
- ii. Bid No. 2020-2021-019 Bartlesville Community Center Concrete Drive Repair

Mayor Copeland read the consent docket in its entirety. Mr. Curd pulled Item 6.d.iv. for further discussion.

Ms. Roane moved to approve the consent docket with the exception of Item 6.d.iv., seconded by Vice Mayor Curd.

Aye: Ms. Roane, Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland

Nay: None

Motion: Passed

6.d. Approval of Agreements, Contracts, and Engagement Letters

- iv. Renewal of City Manager's Employment Agreement.

Vice Mayor Curd stated that since the City Manager has the highest paid salary of the City, he felt it should be approved separately. He added that in addition to renewing Mr. Bailey's Agreement, he will also receive the same 2% COLA and 2.5% merit increase as other City employees. Vice Mayor Curd commended Mr. Bailey on his good work as City Manager.

Vice Mayor Curd moved to approve Item 6.d.iv. as presented, seconded by Mr. Stuart.

Aye: Ms. Roane, Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland

Nay: None

Motion: Passed

7. Discuss and take possible action to award Bid No. 2020-2021-018 for Caney River Raw Water Intake Improvements. Presented by Vice Mayor Curd.

Vice Mayor Curd moved to award Bid No. 2020-2021-018 to Crossland Heavy Contractors Inc. in the amount of \$1,232,010.00, seconded by Mr. Stuart.

Aye: Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mayor Copeland

Nay: None

Motion: Passed

8. Discuss and take possible action to award Bid No. 2020-2021-019 for Bartlesville Community Center Drive Repair. Presented by Mayor Copeland.

Mayor Copeland moved to award Bid No. 2020-2021-019 to Jeff Graham Construction in the amount of \$218,276.00, seconded by Ms. Roane.

Aye: Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mayor Copeland

Nay: None

Motion: Passed

9. Public hearing and possible action on a Resolution adopting the City of Bartlesville Budget for Fiscal Year 2021-2022 and establishing budget amendment authority, authorizing the cancellation of encumbrances which are not due and payable as of June 30, 2021, and re-appropriating amounts of cancelled encumbrances to the same fund and department for Fiscal Years 2020-2021. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger reported on the budget preparation schedule; provided a budget recap covering Sales Tax, Federal ARPA payments, Proposed Utility Rates effective July 1, 2021, Personnel pay adjustments and the addition of six full time employees. Discussion covered the merit increases; the total cost of COLA and merit raises annually; how CARES funds will pay a portion of personnel pay increases (\$670,000); and how competitive salaries assists with recruiting.

Mr. Muninger continued reviewing the Resolution budget, section by section. He concluded reporting that a public hearing is required for the budgets to be adopted in accordance with the "Municipal Budget Act". The BMA is formed under Title 60 as a Public Trust and does not require a public hearing. Mayor Copeland reported that the budget is available on the City of Bartlesville website www.cityofbartlesville.org for anyone who is interested in looking at it.

Mayor Copeland opened the public hearing at 8:00 p.m. James Maples, 311 S. Cheyenne, spoke about the poverty level in Bartlesville, as well as the condition of the roads in the 74003 zip code also known as Adams Blvd., Hensley Blvd. and Washington Blvd. He concluded that he is requesting someone from the City to push the Oklahoma Department of Transportation to make improvements to the damaged areas on these roads that are also State highways. Mayor Copeland responded that he has personally spoken to representatives at ODOT and State Officials about the condition of these roads. He explained how funds are budgeted in the City Budget for street improvements as well. Mr. Bailey reported that he has been told by ODOT that these roads, with the exception of Hensley Blvd., are on an ODOT eight-year rehabilitation plan.

There being no one else appear to speak, the public hearing was closed at 8:02 p.m.

Vice Mayor Curd moved to approve the Resolution to adopt the City of Bartlesville Budget for Fiscal Year 2021-2022 as presented, seconded by Mr. Dorsey.

Aye: Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mr. Dorsey, Mayor Copeland
Nay: None
Motion: Passed

10. Discuss and take possible action to adopt an Ordinance amending Chapter 20 of the Bartlesville Municipal Code pertaining to Water and Wastewater rates and fees. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger reported that many discussions have been held with staff and individual City Council members regarding the proposed rate increase. An amended ordinance has been distributed at this meeting that changes the rate plan from a five-year plan to a one-year plan at the request of some Councilmembers to allow for further research. The five year rate plan was based on a study provided by NewGen Strategies and Solutions which would recover cost of operations and capital needs for the next five years. Discussion covered how the increases are to be used to pay for the Federally mandated requirements for wastewater management; a review of increases in each individual category; how it is the Council's decision to approve a five-year rate plan or a one-year rate plan; how Bartlesville continues to be competitive to comparable cities even with the rate increases; how the average consumer increase is approximately \$7 in the first year for wastewater and water; and how the one year rate plan is more acceptable until further avenues can be considered to minimize the impact on customers. Mr. Muninger stated his agreement that no one wants to increase rates, but that they are necessary to meet the increased cost of business and to adhere to required mandates. Mr. Stuart pointed out that the cost of chemicals, parts, etc. have increased therefore rate increases are necessary. He suggested that instead of raising rates on July 1, wait until October 1, when water usage is down to minimize the impact on customers. Mayor Copeland reported that Phases I, II and III have been funded out of cash flow, but Phase IV is approximately \$45 million, and increases are necessary to meet the Federal mandates. Standards are also increasing and cost of compliance continues to escalate.

Mr. Stuart moved to adopt an Ordinance amending Chapter 20 of the Bartlesville Municipal Code pertaining to Water and Wastewater rates and fees using the one year plan, seconded by Vice Mayor Curd.

Aye: Ms. Roane, Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland
Nay: None
Motion: Passed

11. Discuss and take possible action to adopt an Ordinance amending Chapter 8 of the Bartlesville Municipal Code pertaining to Garbage and Trash rates and fees. Presented by Jason Muninger, CFO/City Clerk.

Mr. Muninger reported this item is similar to the wastewater and water rates and has been discussed and researched thoroughly. He added that there has not been an increase in garbage and trash rates, and fees since 2012. The comprehensive study from NewGen shows that a large portion of commercial reuse collection was being subsidized by the residential side, so proposed rates are set to bring that more in line. These rate increases are needed to recover operating costs, as well as capital needs for the next five years. He explained the need for the increase covering trucks and equipment, and how expenses are going to outlive the current fund balance. As in the item before, a one-year ordinance has also been distributed for the Council's discretion. Discussion covered how the commercial side shows a gap in revenue and expenses; how the commercial rates increase substantially, up 30%, and by end of the five-year period the increase is significant; and the importance of getting the rate increase for this year with further research for years two through five to minimize the impact for customers.

Vice Mayor Curd moved to adopt an Ordinance amending Chapter 8 of the Bartlesville Municipal Code pertaining to Garbage and Trash rates and fees as presented using the one year plan, seconded by Mr. Stuart.

Aye: Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mayor Copeland
Nay: None
Motion: Passed

12. Discuss and take possible action to approve the Capital Improvements Program (CIP) Budget for Fiscal Year 2021-2022. Presented by Micah Siemers, P.E., Director of Engineering.

Mr. Siemers began his report with a slide showing street projects that have been completed since 1999 through 2021, totaling over \$75,000,000. He then presented new Capital Budget projects in the amount of \$2.5M that will be funded from the Wastewater Fund, 2018C GO Bond, Capital Reserve Fund and ½ Cent Sales Tax. The second part of his presentation was the implementation schedule. He provided the sales tax projects funded over five years, and the GO Bond projects funded over three years which are larger projects.

Discussion covered the Butler Creek Project; the Adams Golf Course greens improvements; and moving CIP Projects as follows: Updated Pavement Condition moved from Year Two to Year One, and moving the Security System Placement at the Community Center from Year Two to Year One, and moving \$178,000 from Year One of the Street Repair/Reconstruction/Preventative Maintenance to Year Two to offset the cost.

Mr. Stuart moved to approve the Capital Improvements Program (CIP) Budget for Fiscal Year 2021-2022 as presented, with the changes of moving the Bartlesville Community Center Security System Replacement from Year Two to Year One, moving the Updated Pavement Condition Model/Street Sign Assessment from Year Two to Year One, and moving \$178,000 from Year One of the Street Repair/Reconstruction/Preventative Maintenance to Year Two to offset the cost, seconded by Ms. Roane.

Aye: Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mayor Copeland
Nay: None
Motion: Passed

13. Discuss and take possible action to approve the Fiscal Year 2021-22 Business Plan and Operating Budget for the Bartlesville Development Authority. Presented by David Wood, President, Bartlesville Development Authority.

Mr. Wood reported on the Utility Assistance Program developed by the COVID-19 Economic Impact Task Force and on the local 75% loan guarantee which was supplanted by a State grant program for up to \$25,000 for businesses significantly impacted by the pandemic. He reported that the Siemens Building Purchase has attracted companies to lease the facility bringing in \$500,570 in revenue. Improvements made to the building (\$200,000 in the Tower Building Elevator Repair), and operating expenses, resulted in a net income of negative \$60,396. Mr. Wood continued that industrial opportunities are returning to Bartlesville, but the City is suffering from housing limitations. When ConocoPhillips purchased CONCHO, the BDA offered housing incentives directly to the CONCHO employees who were relocating to Bartlesville. The program has been successful so far with twelve families eligible so far, eight have purchased in the City and two are new constructions in the City. While the program did overcome some of the problem, the BDA is currently looking into other ways to incentivize development. The Siemens Facility and housing will be the BDA's primary focus into the next year. At this time, the BDA and City are looking forward to businesses who are already planning to come to Bartlesville.

Mr. Wood provided the FY 2021-2022 Budget reporting that the proposed personnel budget is up 2% with employee benefits up 8%. Therefore the Personnel budget totals \$374,789. He provided information from the proposed Administration and Support budget regarding Silver Lake Village property, conference room improvements; and the legal reserve. He added that the Bartlesville Convention and Visitors Bureau, in spite of the pandemic, had a good year mainly due to Maria Gus, BCV President, landing the movie deal that is currently being filmed locally. The proposed budget for the BCV includes salary increases for Ms. Gus and staff. In conclusion, Mr. Wood requested approval of the BDA's FY 2021-22 appropriation request of \$897,600, plus cash carryover estimated at \$246,411. Mayor Copeland and Vice Mayor Curd expressed their appreciation for what the BDA and BCV provides to the community.

Vice Mayor Curd moved to approve the FY 2021-2022 Business Plan and Operating Budget for the Bartlesville Development Authority as presented, seconded by Mr. Stuart.

Aye: Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mr. Dorsey, Mayor Copeland
Nay: None
Motion: Passed

14. Discuss and take possible action to approve the annual contract between the City of Bartlesville and the Bartlesville Development Authority for Economic Development Services for the period of July 1, 2021 through June 30, 2022. Presented by David Wood, President, Bartlesville Development Authority.

Mr. Wood reported that the annual contract is unchanged except the dates and amount requested.

Ms. Roane moved to approve the Annual Contract between the City of Bartlesville and the Bartlesville Development Authority for Economic Development Services in the amount of \$897,600 and appropriating to the BDA the unrestricted funds remaining with the BDA estimated at \$246,411 as presented, seconded by Mr. Stuart.

Vice Mayor Curd acknowledged and appreciated Maria Gus who was present, and Ms. Roane stated that the salary increases for Ms. Gus and staff were well deserved.

Aye: Ms. Roane, Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland

Nay: None

Motion: Passed

15. Presentation of Replenish, a company that builds technology to activate supply and connect it with demand in the field of recycling. Presented by Mr. Mark Armen, Founder and CEO, Replenish.

Mr. Armen reported that contrary to public belief, there are strong markets for recycled materials and the demand is insatiable. Major consumer brands, retailers, and manufacturers have made supply chain commitments to buy and incorporate recycled materials into their new products. However he reports, they cannot get their hands on enough of it. He continued that the primary system for collection and processing recycled materials needs improvement moving from a world of material diversion – essentially not landfill- to a world of material destination where recycled materials are turned into new products. According to analysis by Replenish, based on publicly available information and demographic data, Bartlesville is sitting on approximately \$771,000 of material value for just five materials: cardboard, PET containers (water bottle or soda bottle plastic), HDPE containers (natural) (milk jug plastic), HDPE containers (color) (laundry detergent plastic) and aluminum cans. Mr. Armen reported that Bartlesville would earn \$771,000 (less transportation fees) if 100% of this material was collected and marketed directly to buyers. His company, Replenish, works with major consumer brands, retailers and manufacturers to recover these materials and inject them into the supply chain, to ignite advanced manufacturing in the USA and create an economy of abundance. They also build technology to activate supply and connect it with the demand. Replenish onboards hosts and members; hosts are communities, organizations, businesses, or individuals who accept source-separated materials and monetize those materials, and members are individuals who want to give their used products and materials new life. Hosts can request a pickup or transport materials directly to buyers for additional earnings. Mr. Armen is proposing to use the City's existing recycling drop-off center as the first host in Bartlesville, and are working with City Administration providing preliminary data on material value and transportation costs.

Discussion covered Bristow and Cushing's experience with Replenish; how apps and videos provided by Replenish will be provided to hosts; sorting is conducted by hosts prior to distributing to buyers; how the City's recycling center is already set up for this type of service, although additional bins would be needed for the different types of plastic; dealing with contamination; finding feasible locations to transport materials to in order to minimize transportation costs. Replenish would find the most profitable way to dispose of recycled materials for the City. Mr. Bailey reported that the City is operating recycling at a loss, so it would be beneficial to find a way to at least break even. There was a general consensus among the Council that there is interest in researching this option further. Further discussion covered a drop off event prior to opening the recycling center in order to process everything that has been collected since the recycling center was closed.

16. Discuss and take possible action to adopt an Ordinance amending Chapter 3, Article V, Sections 3-135 and 3-136 of the Bartlesville Municipal Code to authorize animal control officers to accept signed witness complaints and present reports to Municipal Court. Presented Rick Silver, Special Assistant to the Police Department.

Mr. Silver reported that the reason for this amendment is that on a day-to-day basis, Animal Control receives calls about animals who may be running loose, but when police arrive the animal is no longer loose so no complaint can be made. Amending the ordinance will allow the Animal Control officer to take action and/or have the reporting citizen fill out a citizen complaint that can be presented to municipal court for ticketing them.

Mr. Dorsey moved to adopt the Ordinance amending Chapter 3, Article V, Sections 3-135 and 3-136 as presented, seconded by Mr. Stuart.

Aye: Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mayor Copeland

Nay: None

Motion: Passed

17. Discuss and take possible action to adopt an Ordinance amending Chapter 11 Public Nuisances and Property Enhancement, Article I General Provisions, of the Bartlesville Municipal Code to include specific regulations for the permitting of natural landscapes. Presented by Councilmember Paul Stuart.

Mr. Stuart reported that several of his constituents had requested him to propose this amendment in order to have a natural landscape. He provided a PowerPoint presentation covering a pilot program allowing for natural landscaping, which would be permitted and regulated. Mr. Stuart covered the history of yards beginning with 16th Century England through 20th Century America; History of Native Landscapes; Principles of Planning and Design which included zoning plants, limiting turf areas, improving the soil, efficient irrigation, use of mulches, and maintenance; root systems of prairie plants; Water for 2060 Act; Mayor's Monarch Pledge, Agriculture Education; Runoff Mitigation; Myths and Facts about meadows and natural landscapes; and Additional Benefits such as reduced utility bills, reduced yard waste, reduced noise pollution, reduced air pollution, creation of distinctive local identity, more visually interesting, increased biodiversity, and more leisure time. Mr. Stuart stated that because this would be new, guidelines could be created by policy to accompany the ordinance; that the number of permits may be limited during the three-year pilot period; that permits will need to be reapplied for when significant changes to the landscape are planned, that a sign must be posted on property to notify neighbors and to reduce calls to Neighborhood Services; that citizens must be granted a permit; that seeds could not be thrown into a turf lawn; that turf grass must be eliminated in natural landscape areas; that the natural grasses must be cut periodically; that they must be cultivated; that they must not have weeds; and the amendment would have no effect on neighborhood covenants. He concluded by showing pictures of natural landscapes in the area, and examples of what would be acceptable and what would not be acceptable landscapes.

Mr. Stuart moved to adopt the Ordinance amending Chapter 11, Article 1, as presented.

A lengthy discussion ensued covering the intentional process that would be required; how a permitted yard would have to be completely devoid of grass prior to planting the natural, approved plants and how to kill or remove the grass; how those who would do this would have a substantial investment in it; how it would need to be tended in order to comply with regulations; that the City Neighborhood Services officers would need to conduct site visits to

ensure following the allowable regulations or pictures provided to them; how deed restrictions in neighborhoods would need to be followed; how this amendment would drive up cost to the Neighborhood Services Department such as fees for the permit; challenges to the City how to regulate and permit; how the current ordinance does not require grass in yards, and yards can be gravel although weeds must be maintained; how the current ordinance has some parameters to include natural landscaping as long as it is contained in a prepared and marked bed; how the ambiguity of State law regarding what is considered a weed causes those who may be interested in this type of project to hesitate; concerns about how broad an issue this can be regarding permitting, fees and regulations; how requests for natural landscaping have been minimal; how more input may be needed to amend the Ordinance; how a demo area may be helpful; the seasonal timing of planting; and finally how a policy instead of an ordinance amendment could be developed as a guideline for those citizens who may wish to plant a natural landscape. Mr. Stuart agreed to work with Ms. Beeman drafting a policy instead of amending the existing ordinance.

The motion previously made to adopt by Mr. Stuart failed due to a lack of a second.

18. Discuss and take possible action to approve the final design concept for the Gateway and Wayfinding Signage Project. Presented by Lisa Beeman, Director of Community Development and Park Planning.

Ms. Beeman reported that in February of this year, with the recommendation of the Park Board, the City Council awarded a contract for the Gateway and Wayfinding Signage Project to ASCM, Inc. for the design, fabrication, and installation of signage for the City which includes design of a comprehensive and consistent signage and wayfinding system for the parks, the downtown district, and the north, south, and east city gateways. The Park Board and City staff has met with Glen Nockik, President of ACSM and his staff to develop a signage design concept that is creative and unique to Bartlesville. The final design concept was reviewed and unanimously recommended for Council approval by the Park Board on May 5. The proposed design as shown by Ms. Beeman via PowerPoint, once approved by the City Council, will then be used to finalize the master plan for a comprehensive and cohesive signage system for the community. This master plan will include the identification of the number, location, and type of all signs, including final cost estimates for each sign type, which are necessary to create a more navigable City whether driving, biking, or walking for both residents and visitors alike. Thereafter follows the preparation of shop drawings, plans and specifications, and the fabrication and installation of the signs which were included in the first phase of implementation. Ms. Beeman presented the design elements, color and design which ties into Frank Lloyd Wright elements, the fonts being used (approved by ODOT), and examples of the signs for each use. Discussion covered how once the master plan is approved, additional signs can be ordered as needed; a suggestion was made to perhaps incorporate red cedar that is on the west entrance sign and add to the other entrance signs that would tie them all together; and how a website queue could also be added to signs.

Vice Mayor Curd moved to approve the final design concept as presented, seconded by Ms. Roane.

Aye: Vice Mayor Curd, Ms. Roane, Mr. Stuart, Mr. Dorsey, Mayor Copeland

Nay: None

Motion: Passed

19. New Business.

There was no new business to address.

20. City Manager and Staff Reports.

Mr. Bailey reported on what an exceptional year the City and its citizens have experienced. He appreciated the hard work of the City Council and City staff preparing and approving the budget. He also expressed his appreciation of the City Council renewing his City Manager Agreement.

21. City Council Comments and Inquiries.

Ms. Roane expressed her love of living in Bartlesville.

Mayor Copeland remarked on the meeting being one of great accomplishment. He added his appreciation of Washington County Emergency Management and the job they perform for the community.

22. There being no further business to address, Mayor Copeland adjourned the meeting at 11:01 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk



City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

**MINUTES OF THE
SPECIAL MEETING OF THE
BARTLESVILLE CITY COUNCIL**

**Monday, June 14, 2021
12:00 p.m. (noon)**

**Mayor Dale Copeland
918-338-4282**

MINUTES

(The Notice of Meeting and Agenda was posted June 10, 2021 at 11:00 a.m.)

City Council present were Mayor Dale Copeland, Vice Mayor Jim Curd, Jr., Trevor Dorsey, Paul Stuart and Billie Roane.

City staff present were Mike Bailey, City Manager; Jess Kane, City Attorney; Jason Muninger, CFO/City Clerk; Lisa Beeman, Director, Community Development; Micah Siemers, Director, Engineering; Greg Collins, Assistant Director, Community Development; Nancy Warring, Assistant Planner, Community Development; Kelli Williams, Chief Communications Officer; Police Chief Tracy Roles; and Elaine Banes, Executive Assistant.

1. **Mayor Copeland called the business meeting of the Bartlesville City Council to order at 12:00 p.m.**
2. **Roll call was conducted and a quorum established.**
3. **Ms. Roane provided the invocation.**
4. **Citizens to be heard.**

There were no citizens to be heard.

5. **City Council Announcements and Proclamations.**

There were no announcements or proclamations.

6. **Discuss and take possible action to approve a Citizen Participation Plan for the 2021 Community Development Block Grant (CDBG) Small Cities Set Aside Program. Presented by Nancy Warring, Assistant City Planner, Community Development.**

Ms. Warring reported that the City of Bartlesville is eligible to apply for funding from the 2021 CDBG Program. As part the application and administration process, the City is required to adopt an updated Citizen Participation Plan that sets forth opportunities for citizen involvement and input in the process. As set forth in the Plan, a public hearing will be held to receive input on how the Program Funds should be used. Following the public hearing, the Council will determine how to best utilize the grant funds and will direct staff to proceed with the writing and submittal of a grant application. The updated Citizen Participation Plan will be submitted with the application.

Mr. Stuart inquired as to which Census Tracts the grant funding can be applied. Ms. Warring reported that Census Tracts 2, 3 & 9 as deemed eligible by HUD.

Ms. Roane moved to approve the Citizen Participation Plan for the 2021 CDBG Grant as presented, seconded by Mr. Stuart.

Voting Aye: Ms. Roane, Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland
Voting Nay: None
Motion: Passed

- 7. Hold a public hearing for the purpose of obtaining citizen views of CDBG needs and the development of activities being proposed for CDBG funding for submission of a FY 2021 CDBG Small Cities Program application; take possible action to approve a specific project for which staff shall submit a CDBG application; and take possible action on a Resolution requesting financial assistance from the Oklahoma Department of Commerce for participatory grant funding through the FY 2021 CDBG Small Cities Program. Presented by Nancy Warring, Assistant City Planner, Community Development.**

Ms. Warring reported that the City of Bartlesville has participated in the Community Development Block Grant Small Cities Set Aside program for over 20 years and has been awarded grant funds totaling \$2,177,828.80. These funds have been matched with City funds in the amount of \$3,061,561.81 to assist in public infrastructure improvements in three Census Tracts within west Bartlesville, which are eligible as low-moderate income areas. The historical use of the funds were listed in the Council packet. The City is one of nine communities eligible to apply for 2021 CDBG Small Cities funds, with Bartlesville's allocation being \$228,333.00. A one to one match is required with the total being \$456,666.00 for project funding. Staff proposes improvements to 5th Street from Sunset Boulevard to Santa Fe Avenue, along with installation of a 4-foot sidewalk on the north side. This is approximately three-quarters of a mile of improvements along a basically non-profit corridor where social services to numerous residents in the area occur. A requirement of the application is to hold a public hearing for the purposes of soliciting public input and informing citizens of the proposed grant project scope of activities.

Mayor Copeland opened the public hearing at 12:14 p.m. Appearing to speak was Lorrant Carney, Director of the Westside Community Center. He provided his input in support of the project to improve 5th Street from Sunset Blvd. to Santa Fe Avenue, with sidewalk. He added that additional street lighting would also be beneficial to the area.

There being no one further appear to speak, Mayor Copeland closed the public hearing at 12:17 p.m.

Discussion covered how there is a street light policy that includes possible mid-block lighting in addition to the intersection lighting; that the Public Works Director is authorized to analyze the need for additional lighting and approve additional lighting in accordance with the existing policy; drainage projects have been completed in this area recently; there are spotty drainage issues near Agape Mission and Mary Martha Outreach Center that can be addressed by Engineering; curb and guttering will be added to this project with funds outside of the grant funding; the projects brought forward for approval are decided by City staff who have reviewed the needs in the approved Census Tracts; and the matching funds were approved by City Council in the Capital Reserve portion of the FY 2021-22 Budget.

Mr. Stuart moved to approve the CDBG Grant funding and matching funds to make improvements to 5th Street from Sunset Blvd. to Santa Fe Ave. as presented, seconded by Mr. Dorsey.

Voting Aye: Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Ms. Roane, Mayor Copeland
Voting Nay: None
Motion: Passed

Mr. Curd moved to approve the Resolution requesting financial assistance from the Oklahoma Department of Commerce for participatory grant funding through the FY 2021 CDBG Small Cities Program as presented, seconded by Mr. Stuart.

Voting Aye: Ms. Roane, Mr. Stuart, Mr. Dorsey, Vice Mayor Curd, Mayor Copeland
Voting Nay: None
Motion: Passed

8. City Manager and Staff Reports.

Mr. Bailey apprised the City Council that a 2020 Audit was required to be submitted with the above FY 2021 CDBG Grant Application. Due to the City's software upgrades, the 2020 Audit will not be ready until September, therefore not meeting the deadline for the application which is June 15, 2021. Staff continues to work with and provide documentation to the Oklahoma Department of Commerce, the administering agency, to move the application forward for acceptance. Due to the long term relationship with the ODOC regarding CDBG funding, staff is anticipating the application will be accepted. Staff will keep the City Council updated on the application.

9. City Council Comments and Inquiries.

There were no comments or inquiries.

10. There being no further business to address, Mayor Copeland adjourned the meeting at 12:29 p.m.

Dale W. Copeland, Mayor

Jason Muninger, CFO/City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A resolution amending the budget of The City of Bartlesville, Oklahoma for Fiscal Year 2021-2022, appropriating unanticipated Federal Grant Revenue for the Restricted Revenue Fund.

Attachments:

Restricted Revenue Fund Unanticipated Federal Grant Revenue Budget Resolution

II. STAFF COMMENTS AND ANALYSIS

The City of Bartlesville has been awarded the Hope VI Main Street Grant. The City will be working with the BRTA with the administration of said grant. This grant is to produce affordable housing units in the former Bartlesville First Methodist Church Building. The City at this time has not budgeted this grant and will need to appropriate these funds prior to issuing them to the developer. The grant amount is \$500,000.

III. RECOMMENDED ACTION

City Staff recommends approval of resolution.

RESOLUTION _____

A RESOLUTION AMENDING THE BUDGET OF THE CITY OF BARTLESVILLE, OKLAHOMA FOR FISCAL YEAR 2021–2022, APPROPRIATING AN UNANTICIPATED FEDERAL GRANT REVENUE IN THE RESTRICTED REVENUE FUND

WHEREAS, THE City of Bartlesville has received unbudgeted federal grant in the amount of \$500,000; and

WHEREAS, the City of Bartlesville is working in conjunction with the BRTA; and

WHEREAS, the City of Bartlesville needs to appropriate \$500,000 of these revenues prior to their expenditure;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA that:

The General Govt Dept (170) of the Restricted Revenue Fund (243) shall be increased as follows:

Other Services (52510)	\$ 500,000
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APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS 6th DAY OF JULY, 2021.

Mayor

Attest:

City Clerk



I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Receipt of Interim Financials for the eleven months ending May 31, 2021.

Attachments:

Interim Financials for May 31, 2021

II. STAFF COMMENTS AND ANALYSIS

Staff has prepared the condensed Interim Financial Statements for May 2021; these should provide sufficient information for the City Council to perform its fiduciary responsibility. All supplementary, detailed information is available for the Council's use at any time upon request. All information is subject to change pending audit.

III. RECOMMENDED ACTION

Staff recommends the approval the Interim Financials for May 31, 2021.



**REPORT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCES**

For The Eleven Months Ended May 31, 2021

CITY COUNCIL

Ward 1 - Dale Copeland, Mayor

Ward 2 - Paul Stuart

Ward 3 - Jim Curd, Vice Mayor

Ward 4 - Billie Roane

Ward 5 - Trevor Dorsey

City Manager

Mike Bailey

Prepared by:

Jason Muninger
Finance Director

Alicia Shelton
Accountant

Meghan Snead
Accountant

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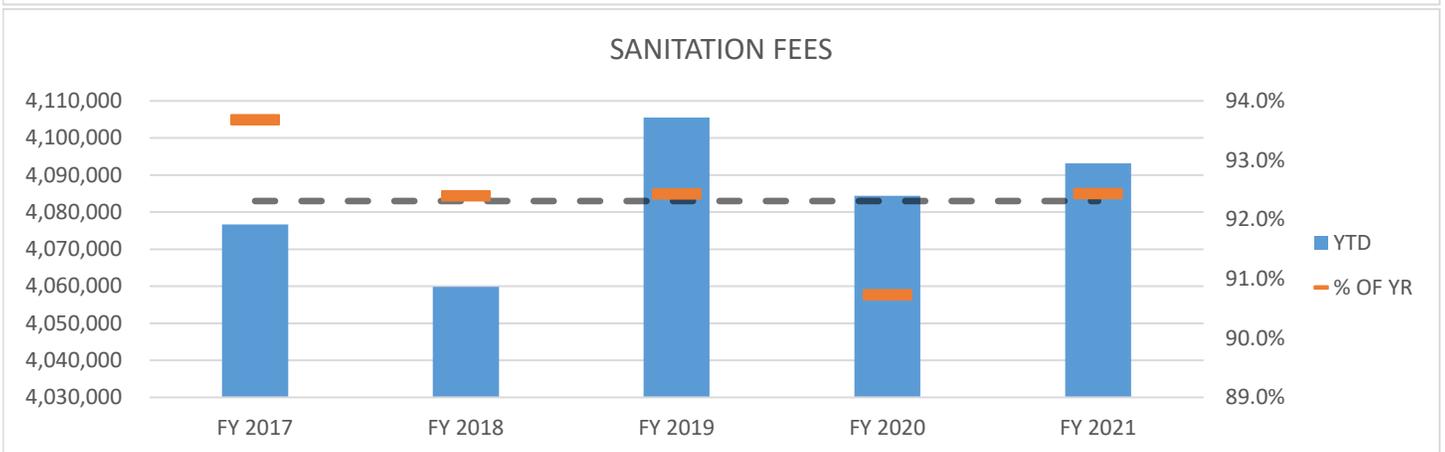
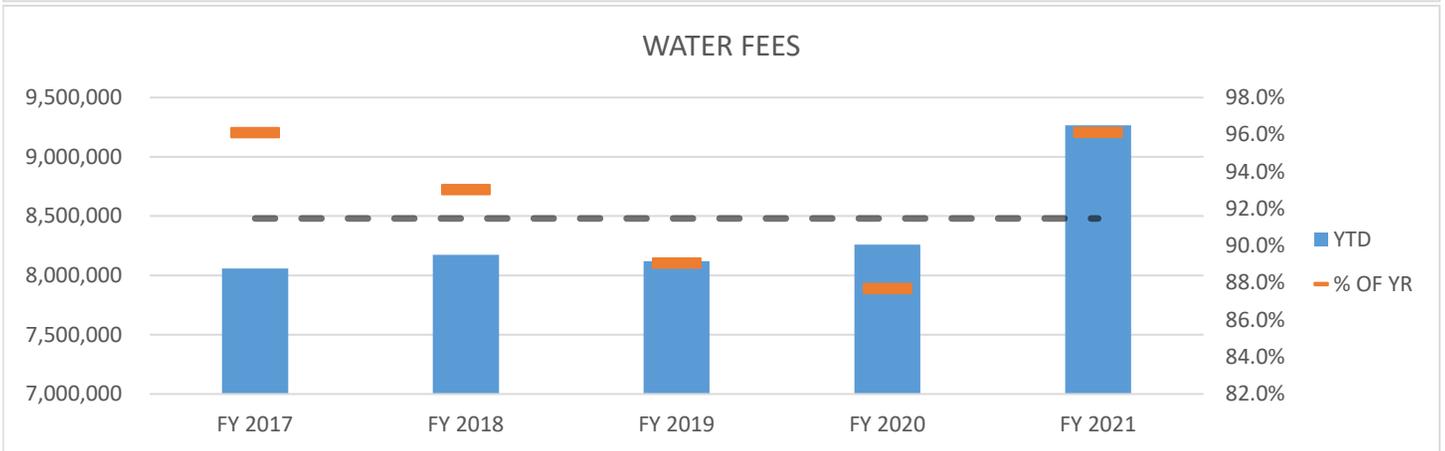
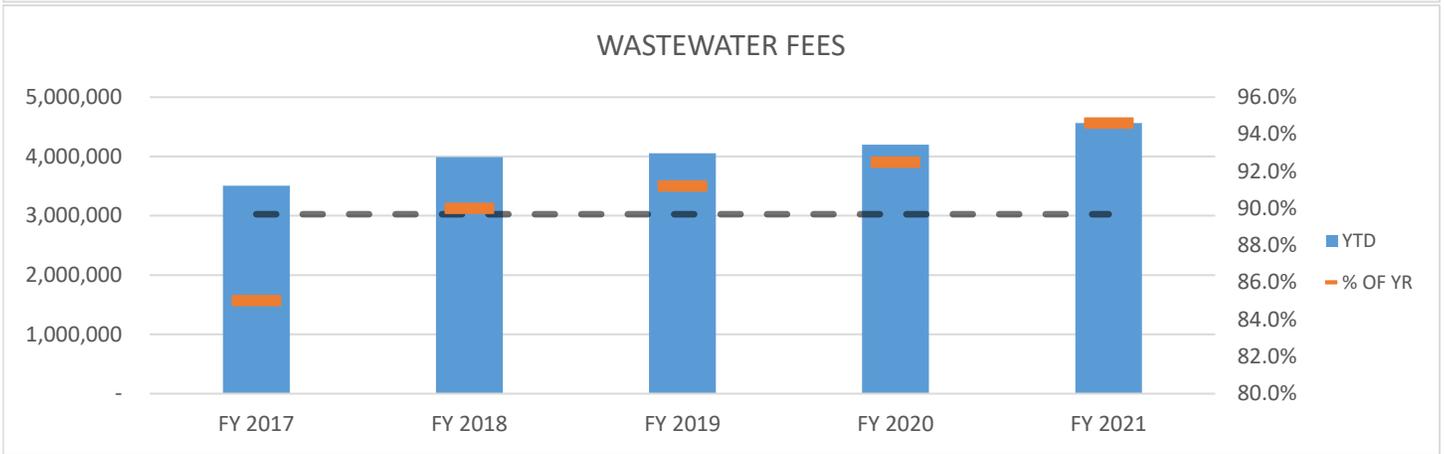
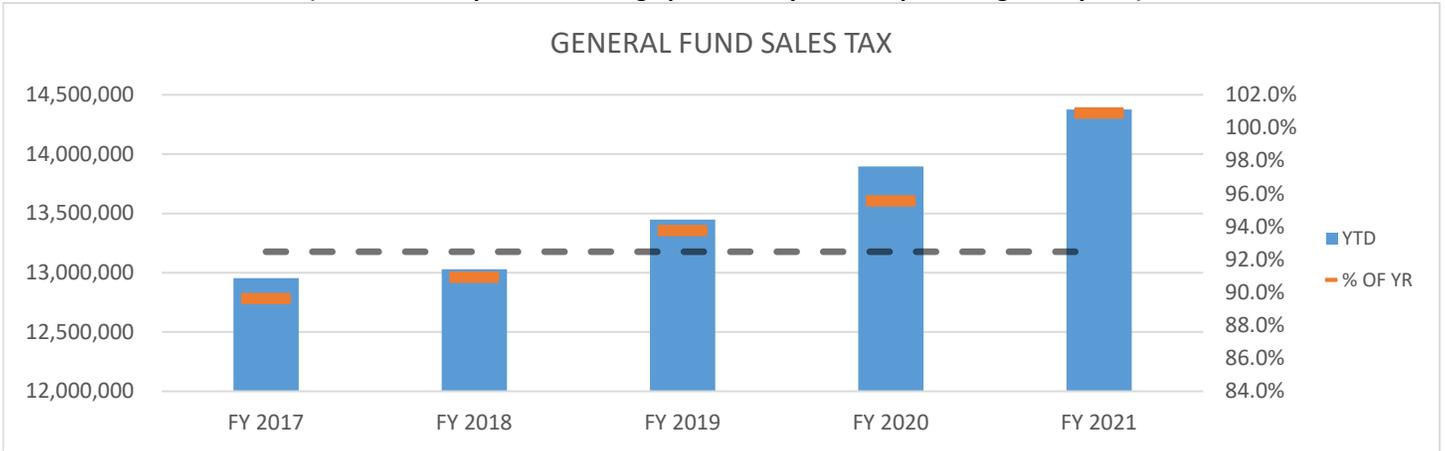
EXPENDITURE BUDGET STATUS

CHANGE IN FUND BALANCE

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FINANCIAL STATEMENT REVENUE HIGHLIGHTS

(Dashed line represents average percent of year for 4 preceding fiscal years)



GENERAL FUND
Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	<u>2020-21 Fiscal Year</u>					% of Budget	<u>2019-20 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Sales Tax	\$ 14,249,480	\$ 13,062,023	\$ 14,364,737	\$ -	\$ 14,364,737	100.8%	\$ 13,862,829	93.3%
Gross Receipt Tax	1,437,700	1,317,892	1,173,824	-	1,173,824	81.6%	1,281,991	95.3%
Licenses and Permits	218,700	200,475	226,874	-	226,874	103.7%	205,043	95.6%
Intergovernmental	3,489,488	3,198,697	3,417,339	-	3,417,339	97.9%	658,818	92.8%
Charges for Services	435,400	399,117	462,164	-	462,164	106.1%	415,113	91.7%
Court Costs	168,000	154,000	116,919	-	116,919	69.6%	145,258	91.6%
Police/Traffic Fines	550,000	504,167	477,247	-	477,247	86.8%	481,841	91.7%
Parking Fines	81,000	74,250	58,125	-	58,125	71.8%	57,775	91.6%
Other Fines	87,700	80,392	60,797	-	60,797	69.3%	65,539	86.1%
Investment Income	100,000	91,667	91,667	-	91,667	91.7%	91,667	12.8%
Miscellaneous Income	261,700	239,892	541,199	-	541,199	206.8%	357,381	95.9%
Transfers In	4,872,210	4,466,193	4,466,195	-	4,466,195	91.7%	4,173,686	91.7%
Total	<u>\$ 25,951,378</u>	<u>\$ 23,788,765</u>	<u>\$ 25,457,087</u>	<u>\$ -</u>	<u>\$ 25,457,087</u>	98.1%	<u>\$ 21,796,941</u>	90.7%
Expenditures:								
General Government	\$ 6,812,730	\$ 6,245,003	\$ 6,163,848	\$ 303,553	\$ 6,467,401	94.9%	\$ 6,049,840	92.7%
Public Safety	12,338,481	11,310,274	11,066,676	94,810	11,161,486	90.5%	11,106,727	92.6%
Street	1,526,892	1,399,651	1,244,031	38,975	1,283,006	84.0%	1,289,674	89.2%
Culture and Recreation	2,891,644	2,650,674	2,488,760	44,244	2,533,004	87.6%	2,512,074	91.7%
Transfers Out	2,949,309	2,703,533	2,832,073	-	2,832,073	96.0%	1,527,236	91.7%
Reserves	1,374,606	1,260,056	-	-	-	0.0%	-	N.A.
Total	<u>\$ 27,893,662</u>	<u>\$ 25,569,191</u>	<u>\$ 23,795,389</u>	<u>\$ 481,582</u>	<u>\$ 24,276,970</u>	87.0%	<u>\$ 22,485,551</u>	92.3%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,633,642					
Net Revenue (Expense)			<u>1,661,698</u>					
Ending Fund Balance			<u>\$ 4,295,340</u>					

COMBINED WASTEWATER OPERATING & BMA WASTEWATER FUNDS
Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	<u>2020-21 Fiscal Year</u>					<u>% of Budget</u>	<u>2019-20 Fiscal Year</u>	
	<u>Total Budget</u>	<u>YTD Budget</u>	<u>YTD Actual</u>	<u>YTD Encum</u>	<u>YTD Total</u>		<u>YTD Total</u>	<u>% Total Year</u>
Revenue:								
Wastewater Fees	\$ 4,828,725	\$ 4,426,331	\$ 4,565,841	\$ -	\$ 4,565,841	94.6%	\$ 4,200,932	91.0%
Investment Income	-	-	-	-	-	N.A.	-	N.A.
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	<u>11,665</u>	<u>10,693</u>	<u>28,025</u>	<u>-</u>	<u>28,025</u>	240.2%	<u>63,394</u>	100.0%
Total	<u>\$ 4,840,390</u>	<u>\$ 4,437,024</u>	<u>\$ 4,593,866</u>	<u>\$ -</u>	<u>\$ 4,593,866</u>	94.9%	<u>\$ 4,264,326</u>	91.1%
Expenditures:								
Wastewater Plant	\$ 2,469,227	\$ 2,263,458	\$ 2,241,897	\$ 217,440	\$ 2,459,337	99.6%	\$ 2,437,694	99.2%
Wastewater Maint	864,193	792,177	559,190	25,050	584,240	67.6%	638,240	92.4%
BMA Expenses	29,500	27,042	27,042	-	27,042	91.7%	28,292	98.8%
Transfers Out	1,440,164	1,320,150	1,320,152	-	1,320,152	91.7%	1,233,547	91.7%
Reserves	<u>77,423</u>	<u>70,971</u>	<u>-</u>	<u>-</u>	<u>-</u>	0.0%	<u>-</u>	N.A.
Total	<u>\$ 4,880,507</u>	<u>\$ 4,473,798</u>	<u>\$ 4,148,281</u>	<u>\$ 242,490</u>	<u>\$ 4,390,771</u>	90.0%	<u>\$ 4,337,773</u>	95.9%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 425,922					
Net Revenue (Expense)			<u>445,585</u>					
Ending Fund Balance			<u>\$ 871,507</u>					

COMBINED WATER OPERATING & BMA WATER FUNDS
Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	<u>2020-21 Fiscal Year</u>					% of Budget	<u>2019-20 Fiscal Year</u>	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Water Fees	\$ 9,675,588	\$ 8,869,289	\$ 9,640,862	\$ -	\$ 9,640,862	99.6%	\$ 8,589,912	94.4%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Debt Proceeds	-	-	-	-	-	N.A.	-	N.A.
Miscellaneous	5,000	4,583	-	-	-	0.0%	958	9.7%
Total	<u>\$ 9,680,588</u>	<u>\$ 8,873,872</u>	<u>\$ 9,640,862</u>	<u>\$ -</u>	<u>\$ 9,640,862</u>	99.6%	<u>\$ 8,590,870</u>	94.3%
Expenditures:								
Water Plant	\$ 2,818,894	\$ 2,583,986	\$ 2,161,695	\$ 132,692	\$ 2,294,387	81.4%	\$ 2,001,387	77.4%
Water Administration	338,064	309,892	304,973	11,183	316,156	93.5%	311,847	93.5%
Water Distribution	1,613,432	1,478,979	1,190,773	60,082	1,250,855	77.5%	1,235,737	97.4%
BMA Expenses	3,026,408	2,774,207	2,771,144	-	2,771,144	91.6%	1,269,355	43.0%
Transfers Out	2,238,997	2,052,414	2,052,415	-	2,052,415	91.7%	1,921,178	115.2%
Reserves	152,885	140,145	-	-	-	0.0%	-	N.A.
Total	<u>\$ 10,188,680</u>	<u>\$ 9,339,623</u>	<u>\$ 8,481,000</u>	<u>\$ 203,957</u>	<u>\$ 8,684,957</u>	85.2%	<u>\$ 6,739,504</u>	76.5%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 2,920,365					
Net Revenue (Expense)			<u>1,159,862</u>					
Ending Fund Balance			<u>\$ 4,080,227</u>					

SANITATION FUND

Statement of Revenue, Expenditures, and Changes in Fund Balances

92% of Year Lapsed

	2020-21 Fiscal Year					% of Budget	2019-20 Fiscal Year	
	Total Budget	YTD Budget	YTD Actual	YTD Encum	YTD Total		YTD Total	% Total Year
Revenue:								
Collection Fees	\$ 4,427,992	\$ 4,058,993	\$ 4,018,589	\$ -	\$ 4,018,589	90.8%	\$ 4,004,096	91.7%
Investment Income	-	-	-	-	-	N.A.	-	0.0%
Miscellaneous	137,006	45,669	123,908	-	123,908	90.4%	117,738	8.7%
Transfers In	25,217	23,116	23,116	-	23,116	91.7%	-	N.A.
Total	\$ 4,590,215	\$ 4,127,778	\$ 4,165,613	\$ -	\$ 4,165,613	90.7%	\$ 4,121,834	91.5%
Expenditures:								
Sanitation	\$ 2,972,821	\$ 2,725,086	\$ 2,612,638	\$ 73,548	\$ 2,686,186	90.4%	\$ 2,716,334	93.5%
Transfers Out	1,760,615	1,613,897	1,613,899	-	1,613,899	91.7%	2,023,283	91.5%
Reserves	108,677	99,621	-	-	-	0.0%	-	N.A.
Total	\$ 4,842,113	\$ 4,438,604	\$ 4,226,537	\$ 73,548	\$ 4,300,085	88.8%	\$ 4,739,617	92.6%
Changes in Fund Balance:								
Fund Balance 7/1			\$ 239,847					
Net Revenue (Expense)			(60,924)					
Ending Fund Balance			\$ 178,923					

ALL OTHER FUNDS

Revenue Budget Report - Budget Basis

92% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	1,552,891	1,482,019	95%
E-911 Fund	1,026,118	959,499	94%
Special Library Fund	97,100	151,346	156%
Special Museum Fund	-	25,703	N/A
Municipal Airport Fund	-	-	N/A
Harshfield Library Donation Fund	-	-	N/A
Restricted Revenue Fund	510,000	519,605	102%
Golf Course Memorial Fund	-	9,586	N/A
Justice Assistance Grant Fund	-	-	N/A
Neighborhood Park Fund	-	272	N/A
Cemetery Care Fund	1,200	2,328	194%
Debt Service Fund	4,137,025	4,133,845	100%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	2,688,581	2,786,149	104%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	-	9,200	N/A
Wastewater Regulatory Capital Fund	-	-	N/A
City Hall Capital Improvement Fund	5,000	11,351	227%
Storm Drainage Capital Improvement Fund	-	6,528	N/A
Community Development Block Grant Fund	-	78,882	N/A
2008B G.O. Bond Fund	-	-	N/A
2009 G.O. Bond Fund	-	-	N/A
2010 G.O. Bond Fund	-	-	N/A
2012 G.O. Bond Fund	-	-	N/A
2014 G.O. Bond Fund	-	-	N/A
2014B G.O. Bond Fund	-	-	N/A
2015 G.O. Bond Fund	-	-	N/A
2017 G.O. Bond Fund	-	-	N/A
2018A G.O. Bond Fund	-	-	N/A
2018B G.O. Bond Fund	-	-	N/A
2018C G.O. Bond Fund	-	-	N/A
2019A G.O. Bond Fund	-	-	N/A
2019B G.O. Bond Fund	-	-	N/A
Proprietary Funds:			
Adams Golf Course Operating Fund	458,830	459,855	100%
Sooner Pool Operating Fund	37,360	35,247	94%
Frontier Pool Operating Fund	35,806	36,340	101%
Internal Service Funds:			
Worker's Compensation Fund	150,966	138,386	92%
Health Insurance Fund	3,396,098	2,839,863	84%
Auto Collision Insurance Fund	75,000	91,153	122%
Stabilization Reserve Fund	790,861	1,747,557	221%
Capital Improvement Reserve Fund	12,100,000	4,163,708	34%
Mausoleum Trust Fund	-	-	N/A

ALL OTHER FUNDS

Expenditure Budget Report - Budget Basis

92% of Year Lapsed

	<u>Budget</u>	<u>Actuals</u>	<u>Percent of Budget</u>
Special Revenue Funds:			
Economic Development Fund	3,069,247	1,088,516	35%
E-911 Fund	1,090,671	956,117	88%
Special Library Fund	195,272	164,448	84%
Special Museum Fund	40,500	23,445	58%
Municipal Airport Fund	279,033	2,271	1%
Harshfield Library Donation Fund	650,077	55,544	9%
Restricted Revenue Fund	792,447	739,287	93%
Golf Course Memorial Fund	10,130	2,911	29%
Justice Assistance Grant Fund	2,778	2,760	99%
Neighborhood Park Fund	14,659	-	0%
Cemetery Care Fund	8,538	400	5%
Debt Service Fund	4,136,725	4,071,975	98%
Capital Project Funds:			
Sales Tax Capital Improvement Fund	7,152,601	2,005,753	28%
Park Capital Improvement Fund	-	-	N/A
Wastewater Capital Improvement Fund	125,008	38,462	31%
Wastewater Regulatory Capital Fund	583,531	241,586	41%
City Hall Capital Improvement Fund	18,898	792	4%
Storm Drainage Capital Improvement Fund	93,012	8,232	9%
Community Development Block Grant Fund	-	78,822	N/A
2008B G.O. Bond Fund	88	88	100%
2009 G.O. Bond Fund	2,636	2,636	100%
2010 G.O. Bond Fund	410	410	100%
2012 G.O. Bond Fund	106,472	-	0%
2014 G.O. Bond Fund	73,351	-	0%
2014B G.O. Bond Fund	26,634	24,239	91%
2015 G.O. Bond Fund	13,011	-	0%
2017 G.O. Bond Fund	246,407	227,260	92%
2018A G.O. Bond Fund	414,012	4,559,941	1101%
2018B G.O. Bond Fund	442,439	396,969	90%
2018C G.O. Bond Fund	964,716	1,445,590	150%
2019A G.O. Bond Fund	1,749,797	1,254,129	72%
2019B G.O. Bond Fund	546,570	165,682	30%
Proprietary Funds:			
Adams Golf Course Operating Fund	514,581	463,690	90%
Sooner Pool Operating Fund	47,590	47,596	100%
Frontier Pool Operating Fund	61,832	23,569	38%
Internal Service Funds:			
Worker's Compensation Fund	425,000	130,458	31%
Health Insurance Fund	3,933,182	3,411,870	87%
Auto Collision Insurance Fund	337,407	7,715	2%
Stabilization Reserve Fund	8,299,745	-	0%
Capital Improvement Reserve Fund	15,823,400	7,115,757	45%
Mausoleum Trust Fund	8,323	400	5%

ALL OTHER FUNDS

Fund Balance Report - Modified Cash Basis

92% of Year Lapsed

	<u>Beginning of Year</u>	<u>Change</u>	<u>Current</u>
Special Revenue Funds:			
Economic Development Fund	1,692,083	393,503	2,085,586
E-911 Fund	47,706	9,807	57,513
Special Library Fund	290,799	8,504	299,303
Special Museum Fund	123,005	2,258	125,263
Municipal Airport Fund	287,928	(2,271)	285,657
Harshfield Library Donation Fund	672,039	(40,394)	631,645
Restricted Revenue Fund	444,922	(73,936)	370,986
Golf Course Memorial Fund	6,739	6,675	13,414
Justice Assistance Grant Fund	5,894	(2,760)	3,134
Neighborhood Park Fund	15,073	272	15,345
Cemetery Care Fund	7,884	1,928	9,812
Debt Service Fund	3,485,463	61,870	3,547,333
Capital Project Funds:			
Sales Tax Capital Improvement Fund	4,655,289	898,367	5,553,656
Park Capital Improvement Fund	-	-	-
Wastewater Capital Improvement Fund	145,750	(29,262)	116,488
Wastewater Regulatory Capital Fund	805,433	-	805,433
City Hall Capital Improvement Fund	42,250	10,559	52,809
Storm Drainage Capital Improvement Fund	53,499	(1,704)	51,795
Community Development Block Grant Fund	140,372	60	140,432
2008B G.O. Bond Fund	88	-	88
2009 G.O. Bond Fund	2,636	-	2,636
2010 G.O. Bond Fund	410	-	410
2012 G.O. Bond Fund	106,472	-	106,472
2014 G.O. Bond Fund	7,686	-	7,686
2014B G.O. Bond Fund	28,125	(24,239)	3,886
2015 G.O. Bond Fund	12,444	-	12,444
2017 G.O. Bond Fund	260,171	(155,334)	104,838
2018A G.O. Bond Fund	4,576,602	(4,448,437)	128,165
2018B G.O. Bond Fund	448,618	(146,897)	301,721
2018C G.O. Bond Fund	1,544,205	(708,942)	835,263
2019A G.O. Bond Fund	1,869,187	(1,145,833)	723,354
2019B G.O. Bond Fund	546,570	(148,853)	397,717
Proprietary Funds:			
Adams Golf Course Operating Fund	75,394	34,795	110,189
Sooner Pool Operating Fund	18,764	5,158	23,922
Frontier Pool Operating Fund	35,351	34,627	69,978
Internal Service Funds:			
Worker's Compensation Fund	256,782	9,798	266,580
Health Insurance Fund	669,840	(576,837)	93,003
Auto Collision Insurance Fund	332,510	83,597	416,107
Stabilization Reserve Fund	7,525,967	1,747,557	9,273,524
Capital Improvement Reserve Fund	10,390,548	830,878	11,221,426
Mausoleum Trust Fund	8,500	(400)	8,100



FROM: Jason Muninger, CFO/City Clerk

SUBJECT: Financial Statement Explanatory Information

GENERAL INFORMATION

The purpose of this memo is to provide some insight as to the construction of the attached financial statements and to provide some guidance as to their use.

The format of the attached financial statements is intended to highlight our most important revenue sources, provide sufficient detail on major operating funds, and provide a high level overview of all other funds. The level of detail presented is sufficient to assist the City Council in conducting their fiduciary obligations to the City without creating a voluminous document that made the execution of that duty more difficult.

This document provides three different types of analyses for the Council's use. The first is an analysis of revenue vs budgeted expectations. This allows the Council to see how the City's revenues are performing and to have a better idea if operational adjustments are necessary.

The second analysis compares expenditures to budget. This allows the Council to ensure that the budgetary plan that was set out for the City is being followed and that Staff is making the necessary modifications along the way.

The final analysis shows the fund balance for each fund of the City. This is essentially the "cash" balance for most funds. However, some funds include short term receivables and payables depending on the nature of their operation. With very few exceptions, all funds must maintain positive fund balance by law. Any exceptions will be noted where they occur.

These analyses are presented in the final manner:

Highlights:

The Highlights section presents a 5 year snap shot of the performance of the City's 4 most important revenue sources. Each bar represents the actual amounts earned in each year through the period of the report. Each dash represents the percent of the year's revenue that had been earned through that period. The current fiscal year will always represent the percent of the budget that has been earned, while all previous fiscal years will always represent the percent of the actual amount earned. This analysis highlights and compares not only amounts earned, but gives a better picture of how much should have been earned in order to meet budget for the year.

Major Operating Funds:

The City's major operating funds are presented in greater detail than the remainder of the City's funds. These funds include the General, Wastewater Operating, BMA – Wastewater, Water Operating, BMA – Water, and Sanitation. Due to the interrelated nature of the Wastewater Operating/BMA – Wastewater and the Water Operating/BMA – Water funds, these have been combined into Wastewater Combined and Water Combined funds. This should provide a better picture of the overall financial condition of these operating segments by combining revenues, operating expenses, and financing activities in a single report.

Other Funds:

All other funds of the City are reported at a high level. These funds are often created for a limited purpose, limited duration, and frequently contain only a one-time revenue source. This high level overview will provide Council with sufficient information for a summary review. Any additional information that is required after that review is available.

These condensed financial statement should provide sufficient information for the City Council to perform its fiduciary responsibility while simplifying the process. All supplementary, detailed information is available for the Council's use at any time upon request. Additionally, any other funds that the Council chooses to classify as a Major Operating fund can be added to that section to provide greater detail in the future.

(Published in Bartlesville, OK Examiner-Enterprise 6/6/2021, 6/9/2021, & 6/13/2021)

INVITATION FOR BIDS

**City of Bartlesville
Bartlesville Community Center Auditorium Renovation
Bid No. 2020-2021-020**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 28th day of June, 2021 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Specifications may be examined in this office, or they may be requested and received via email (kdtoulou@cityofbartlesville.org).

No documents will be mailed until payment is received in full.

A mandatory pre-bid conference will be held on June 15th, 2021 at 10:00 a.m. in the Bartlesville Community Center, Lyon Gallery, 300 SE Adams Boulevard, Bartlesville, Oklahoma 74003.

The major work on the project shall consist of renovating and reinstalling approximately 1707 auditorium seats at the Bartlesville Community Center (BCC) auditorium.

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Bartlesville Community Center Auditorium Renovation, Bid No. 2020-2021-020**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 2nd day of June, 2021.


City Clerk
By: 
Deputy Clerk

INV-1

**CITY OF BARTLESVILLE, OKLAHOMA
BID SPECIFICATIONS FOR
WATER & WASTEWATER LINE REPAIR MATERIALS
BID NO. 2021-2022-001**

Mail the bid form with the completed Non-Collusion Affidavit enclosed to:

City of Bartlesville
City Clerk
401 South Johnstone Ave.
Bartlesville, OK 74003

All individual bids are F.O. B. Bartlesville, Oklahoma.

BIDS MUST BE RECEIVED BY 2:00 P.M. ON MONDAY, JUNE 21, 2021.

BID MUST BE RETURNED ON THE FORMS PROVIDED.

PLEASE INDICATE BID NUMBER ON THE OUTSIDE OF THE MAILING ENVELOPE.

IF BID NUMBER IS NOT ON THE ENVELOPE, YOUR BID WILL BE DISQUALIFIED:

If you wish to obtain a copy of the bid results, please include with your bid a letter requesting a copy of the bid results that contains an email address where we may forward an electronic copy of the results.

If you have any questions regarding these specifications, please contact Terry Lauritsen, Director of Water Utilities at 918-338-4116.

THE CITY OF BARTLESVILLE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PORTIONS THEREOF.

**CITY OF BARTLESVILLE, OKLAHOMA
BID SPECIFICATIONS FOR
WATER TREATMENT CHEMICALS
BID # 2021-2022-002**

Mail this bid form with the completed Non-Collusion Affidavit enclosed to:

City of Bartlesville
City Clerk
401 S. Johnstone
Bartlesville, OK 74003

All individual bids are F.O.B. Bartlesville, Oklahoma.

BIDS MUST BE RECEIVED BY 2:00 P.M. MONDAY, JUNE 21, 2021.

THE PRICE BID SHALL BE HELD FIRM FOR A PERIOD OF ONE YEAR FROM AWARD DATE.

PLEASE INDICATE BID NUMBER ON OUTSIDE OF MAILING ENVELOPE. IF BID NUMBER IS NOT ON THE ENVELOPE, YOUR BID WILL BE DISQUALIFIED.

If you wish to obtain a copy of the bid results, please include with your bid a letter requesting a copy of the bid results that contains an email address where we may forward an electronic copy of the results.

If you have any questions regarding these specifications, please contact Larry Thompson, Water Treatment Plant Superintendent at (918) 440-4543 or email ldthompson@cityofbartlesville.org.

ANY VARIANCE OF THIS BID MUST BE NOTED.

THE CITY OF BARTLESVILLE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PORTIONS THEREOF.

(Published in Bartlesville, OK Examiner-Enterprise 6/6, 6/9 & 6/13, 2021)

INVITATION FOR BIDS

**City of Bartlesville
Sooner Pool Expansion
Bid No. 2021-2022-003**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 28th day of June 2021 at such time bids will be opened and publicly read. **A mandatory pre-bid meeting will be held in the 3rd Floor Conference Room at City Hall, on June 21st, 2021 at 2:00 p.m.** All bidders must be recorded as a plan holder with the City by emailing Kim Toulouse at kdtoulou@cityofbartlesville.org.

The last day for questions will be June 23rd, 2021 and the last day for addendums will be June 24th. Any questions should be submitted in writing to wmsiemers@cityofbartlesville.org.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the plans and specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Electronic copies of plans, specifications, and contract documents will be provided upon request via email at no charge by contacting the City Engineer's office at (918) 338-4251 or by emailing kdtoulou@cityofbartlesville.org.

The major work on the project shall consist of the following: The construction of three (3) waterslides, support equipment, grading, pool decking, existing pool renovation and all work as shown on the construction documents.

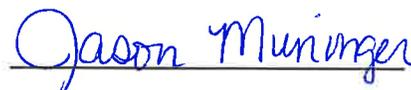
Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **SOONER POOL EXPANSION, BID NO. 2021-2022-003**. Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

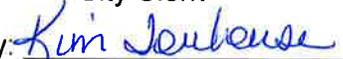
The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 2nd day of June 2021.



City Clerk

By: 

Deputy Clerk



BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to award Bid No. 2020-2021-020 for the Bartlesville Community Center Auditorium Renovation. Total budgeted amount for this project is \$550,000.00 (see Section II, C. Budget Amount, for additional budget information).

B. ATTACHMENTS:

Specifications: see pages BPF-2 through BPF-4 for project scope

II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

A. PROJECT DESCRIPTION:

This project consists of renovating all of the auditorium seats in the Bartlesville Community Center (BCC) auditorium. There are approximately 1707 seats, and each seat will receive new upholstery, fresh powder-coated paint, new padding, new armrests with cup holders, new hardware, and other minor upgrades. With the help of Ambler Architects, engineering staff and BCC staff chose finishes that will energize the auditorium while preserving its historic character. All materials, labor, and expenses necessary for the work will be included in the contract.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, Bid News Construction Reports, and Southwest Construction News, six (6) bid invitations were mailed to regional contractors. Two (2) contractors attended the mandatory pre-bid meeting, and two submitted the following bids:

- Cy Young Industries, Inc (Lenexa, KS) \$299,706.00
- Performance Surfaces, LLC (Oklahoma City, OK)*\$356,144.00

The bids were evaluated for addenda, bid bonds, line item prices, and arithmetic. All bids have all necessary components, and no arithmetic errors were found.

*Performance Surfaces' bid is a "voluntary alternate" bid, as it bids the project as a replacement instead of renovation.

The low base bidder, Cy Young Industries, is a Kansas-based seating company. The City of Bartlesville has not previously contracted with Cy Young Industries, but their work is highly

recommended by staff at the BCC and other performing arts spaces. Specializing in both seating renovation and seating replacement, Cy Young Industries has revived auditoriums, theatres, stadiums, churches, and other similar facilities across the country. Cy Young Industries has the experience, qualifications, and bonding capacity needed to complete this project and has demonstrated the necessary technical and project-related expertise to be approved as the contractor for this project.

C. BUDGET AMOUNT:

Project	Project #	Source of Funding	Amount of Fund
2020052	21009	2013 ½ Cent Sales Tax: Fund 449 / Dept 170	\$550,000.00
		TOTAL	\$550,000.00

The original budget for this project was \$550,000.00. The low bid of \$299,706.00 from Cy Young Industries is \$250,294.00 under the available budget, and this savings allows for the following additional costs to be covered.

Due to a fourteen-week lead time, engineering staff already purchased the fabric for the seats' reupholstering, and this fabric is expected to cost approximately \$33,000.00, bringing the cost of the auditorium renovation to a total of \$332,706.00. There are two other BCC projects planned as part of the 2013 ½ Cent Sales Tax election that were approved for FY 20-21. One of the projects consists of replacing the carpet in the auditorium and three dressing rooms. The awarded contract for this project was \$35,522.00 over budget, and it is currently under construction. The other project consists of renovating the BCC's front concrete drive, and its awarded contract was \$68,276.00 over budget. Due to anticipating these budget overages, Staff chose to renovate the BCC auditorium seats instead of replacing them with new seats. Not only does renovating save money, but it also provides several other benefits. The structures of the existing seats are in good condition, and only the armrests and upholstery need replacement. The existing seats are nicer and sturdier than new seats, and the existing seats are already as wide as, if not wider than, oversized new seats. Additionally, the original equipment can be restored, thus maintaining the historic aesthetic of the facility. Therefore, the under-budget bid from Cy Young Industries for the renovation of the auditorium seats not only allows for the renovation of the seats, but it also provides adequate funds to pay for the pre-ordered fabric, the BCC Drive budget overage, and the BCC Carpet budget overage.

III. RECOMMENDED ACTION

Mayor Copeland reviewed this bid with staff and recommends that the City Council award Bid No. 2020-2021-020 to Cy Young Industries, Inc in the amount of \$299,706.00 at their next business meeting.


 Council Member or Staff Member

June 30, 2021
 Date

Bartlesville Community Center Auditorium Renovation



Bid No. 2020-2021-020

Engineering Department
401 S. Johnstone Avenue, Bartlesville, OK 74003
918-338-4251

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Bartlesville Community Center Auditorium Renovation

Bid No. 2020-2021-020

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(Published in Bartlesville, OK Examiner-Enterprise 6/6/2021, 6/9/2021, & 6/13/2021)

INVITATION FOR BIDS

**City of Bartlesville
Bartlesville Community Center Auditorium Renovation
Bid No. 2020-2021-020**

Notice is hereby given that the City of Bartlesville will receive sealed bids at the office of the City Clerk until **2:00 p.m.** on the 28th day of June, 2021 at such time bids will be opened and publicly read.

The project consists of furnishing all materials, labor, and expenses necessary to construct the project as called for in the specifications on file in the Engineering Department, 3rd Floor, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, (918) 338-4251. Specifications may be examined in this office, or they may be requested and received via email (kdtoulou@cityofbartlesville.org).

No documents will be mailed until payment is received in full.

A mandatory pre-bid conference will be held on June 15th, 2021 at 10:00 a.m. in the Bartlesville Community Center, Lyon Gallery, 300 SE Adams Boulevard, Bartlesville, Oklahoma 74003.

The major work on the project shall consist of renovating and reinstalling approximately 1707 auditorium seats at the Bartlesville Community Center (BCC) auditorium.

Proposals shall be submitted in sealed envelopes and marked, "City Clerk, City Hall, 401 S. Johnstone, Bartlesville, Oklahoma 74003, **Bartlesville Community Center Auditorium Renovation, Bid No. 2020-2021-020**". Proposals shall be accompanied by a five percent (5%) bid guarantee.

Each Bidder must deposit with his Bid, security in the amount, form, and subject to the conditions provided in the Information for Bidders. All Bids must be made on the required Bid form and Bidder shall be a record plan holder with the City.

The Owner reserves the right to waive any informality or to reject any or all Bids and select the lowest and best bid.

Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and Holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. No Bidder may withdraw his Bid within 30 days after the actual date of the opening thereof.

DATED this 2nd day of June, 2021.


City Clerk
By: 
Deputy Clerk

INV-1

INSTRUCTIONS TO BIDDERS

Bid. No. 2020-2021-020

IB-1. **PROPOSALS.** All proposals must be made on the forms provided in this bound copy of the contract documents. All proposals must be legibly written in ink, with all prices given in words and figures. No alterations in proposal or in the printed forms therefor, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the Bidder; if initialed, the Owner may require the Bidder to identify the alteration so initialed. No erasures, interpolations, or other physical changes shall be made by anyone, in any bid, after its submission by the Bidder. Each proposal submitted shall be enclosed in a sealed envelope, addressed to the City of Bartlesville, and endorsed on the outside of the envelope with the words: **"Bartlesville Community Center Auditorium Renovation, Bid No. 2020-2021-020" and the name of the bidder.** The sealed proposal shall be filed with the City Clerk within the time set for receipt of bids. Only the required forms from the **Bid Proposal Form** need be submitted with proposal.

IB-2. **SUCCESSFUL BIDDER MUST BE A HOLDER OF PLANS.** The successful bidder must be a holder of a complete set of plans and their name must be on the official plan holders list as maintained in the Engineering Department of the City of Bartlesville. If the successful contractor is on the official list, then the required documents to return for the bid are the Bid Proposal Form and bid surety in the amount as prescribed in the Proposal Guarantee.

IB-3. **PROPOSAL GUARANTEE.** Each proposal shall, as a guarantee of good faith on the part of the bidder, be accompanied by either a Cashier's Check or a Certified Check drawn on an acceptable bank, or an acceptable Bidder's Bond with an authorized Surety Company as surety, in an amount of not less than five percent (5%) of the total bid.

The proposal guarantee shall be made payable without condition to the City of Bartlesville and the amount of the check or bond may be retained by and forfeited to said City of Bartlesville as liquidated damages if such proposal is accepted and the contract is awarded, and the bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

IB-4. **SIGNATURE OF BIDDERS.** Each bidder shall sign his proposal, using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the bid of the individual signing. Satisfactory evidence of the authority of the officer signing in behalf of a corporation should be furnished.

IB-5. **ONLY ONE PROPOSAL.** No bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association.

IB-6. **QUALIFICATIONS OF BIDDERS.** Bidders shall have a practical knowledge of the particular work and shall have the necessary financial resources to complete the proposed work.

INSTRUCTIONS TO BIDDERS

Bid. No. 2020-2021-020

IN DETERMINING THE LOWEST AND BEST BID, THE FOLLOWING ELEMENTS WILL BE CONSIDERED:

WHETHER THE BIDDER INVOLVED:

- a) MAINTAINS A PERMANENT PLACE OF BUSINESS.
- b) HAS ADEQUATE EQUIPMENT TO DO THE WORK EXPEDITIOUSLY AND PROPERLY.
- c) HAS SUITABLE FINANCIAL STATUS TO MEET OBLIGATIONS INCIDENTAL TO THE WORK.
- d) HAS APPROPRIATE TECHNICAL EXPERIENCE.

Each bidder **may** be required to show that former work performed by him has been handled in such manner that there are no just or proper claims pending against such work. No bidder will be acceptable if he is engaged on any other work, which impairs his ability to finance this contract or provide proper equipment and labor.

IB-7. **LOCAL CONDITIONS AFFECTING WORK.** Each bidder shall visit the site of the work and thoroughly and fully inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and the cost thereof, including the arrangement and conditions of existing structures and facilities affecting or which are affected by the proposed work, access to the site, the availability and cost of labor, and available facilities for transportation, handling, and storage of materials and equipment. It is understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment, to any contract award thereunder, in the event the lack of such prior investigation affects the cost of the work.

IB-8. **SUBSURFACE CONDITIONS.** The bidder shall be completely responsible for investigating subsurface conditions that may affect the proposed work and preparing his bid accordingly. The existence of unforeseen subsurface conditions, whether investigated or not, that adversely affect the work, shall not entitle the bidder to any additional compensation.

IB-9. **INTERPRETATION OF CONTRACT DOCUMENTS.** Any prospective bidder who is in doubt as to the true meaning of any part of the Contract Documents may submit to the Engineer a written request for an interpretation thereof. Any interpretation of such documents will be made only by Addendum duly issued and mailed or delivered to each bid document holder of record. **Deadline for submitting a written request for interpretation is Wednesday, June 23rd at 3:00.** No interpretation Addenda will be issued after Thursday, June 24th, 2021. The Owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner.

The attention of the bidder is called to the provisions of the General Conditions relative to delays and extensions of time, and to liquidated damages.

IB-10. **TIME OF COMPLETION.** The time of completion of the work is a basic consideration of the contract. It will be necessary that the bidder satisfy the Owner of his ability to

INSTRUCTIONS TO BIDDERS

Bid. No. 2020-2021-020

complete the work within the stipulated time. The allowable number of working days is stated in Article 8 of the Contract Agreement form herein.

- IB-11. **WITHDRAWAL OF BID.** No bidder may withdraw his proposal for a period of 30 days after the date and hour set for the opening herewith. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder, which request must be signed in the same manner and by the same persons or person who signed the proposal.
- IB-12. **ACCEPTANCE AND REJECTION OF BIDS.** The City of Bartlesville reserves the right to accept the bid which, in its judgment, is the lowest and best bid, to reject any or all bids, and to waive irregularities in bids.
- IB-13. **RETURN OF PROPOSAL GUARANTEE.** The proposal guarantee deposit of the bidder will be returned when and in case his proposal is rejected. The Proposal Guarantee deposit of the bidder to whom the contract award is made will be returned provided and when said successful bidder executes a contract and files satisfactory bonds and proof of insurance coverage, as hereinafter stipulated. The proposal guarantee deposit of the next lowest responsible bidder may be retained for a period of not to exceed 45 days pending the execution of the contract by the successful bidder.
- IB-14. **BONDS.** The contractor to whom the work is awarded will be required to furnish the following Surety Bonds:
- a. Performance Bond. A Performance Bond to the City of Bartlesville in an amount equals to 100 percent of the contract price.
 - b. Statutory Bond. A Statutory Bond to the City of Bartlesville in an amount equal to 100 percent of the contract price.
 - c. Maintenance Bond. A Maintenance Bond to the City of Bartlesville in an amount equal to 100 percent of the contract price to protect against defective workmanship and materials for a period of one (1) year after acceptance of the project, and payment of all labor and materials including the prime contractor and all subcontractors.
- Each bond shall be executed in four counterparts on the forms attached hereto, signed by a Surety Company authorized to do business in the State of Oklahoma and acceptable as Surety to the City of Bartlesville. With each bond there shall be filed with the City of Bartlesville one copy of "Power of Attorney" certified to include the date of the bond.
- IB-15. **INSURANCE.** The contractor shall furnish the City of Bartlesville with certificates of insurance showing the amount in force of public liability, property damage, contractual liability, contractor's contingent, builder's risk and automobile insurance satisfactory to the City of Bartlesville. Failure to provide proper insurance will result in forfeiture of the bid guaranty and revocation of contract award. The contractor and his Surety shall indemnify and save harmless the City of Bartlesville from claims arising or recovered under the "Workmen's Compensation Law."
- IB-16. **LICENSES, PERMITS AND CERTIFICATES.** The contractor prior to commencement of work shall secure all licenses, permits, certificates, and similar documents required in

INSTRUCTIONS TO BIDDERS

Bid. No. 2020-2021-020

connection with the work under these contract documents. All costs shall be the responsibility of the contractor. The contractor shall be responsible for maintaining such documents effective for the duration of the contract. Proof shall be provided to the City of Bartlesville.

IB-17. **TAX EXEMPT STATUS.** The work under this contract is exempt from State and local Sales and Use Taxes. The Contractor will be furnished an exemption certificate by the Owner for the work herein.

IB-18. **SUBCONTRACTORS.** The experience, performance records and ability of each proposed subcontractor will be considered in the evaluation of bids, and those proposed to perform more than 10 percent of the work shall be listed on the Proposal Form. The contractor shall not subcontract out more than a maximum of 40%. If no subcontractors are listed on the Proposal Form it is assumed by the Owner that no subcontractors shall be used on the project. If the contractor wishes to use subcontractors after the contract has been signed the Owner shall either conditionally approve the subcontractor or have the right to terminate the contract.

The contractor shall be fully responsible to Owner for the acts and omissions of all his subcontractors. Acceptance of any subcontractor by the Owner shall not constitute a waiver of the Owner to reject defective work. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner or any obligation on the part of the Owner to pay any monies due any subcontractor, except as may otherwise be required by law.

IB-19. **APPROXIMATE QUANTITIES.** On all items on which bids are to be received on a unit price basis, the quantities stated in the bid form will not necessarily be used in establishing final payment due the Contractor. The quantities stated are approximate only and each bidder shall make his own estimate of the quantities from the contract drawings and his site investigation, and shall calculate his unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the bid form. Payment on the contract on unit price items will be based on the actual number of units installed in the completed work.

IB-20. **DELETED WORK.** The Owner reserves the right to delete any portions of the work included herein. Any such deletions will be made in writing by the Owner. The Contractor shall not be entitled to any compensation or damages for work deleted.

IB-21. **PAYMENTS.** Payment for all work performed under this contract will be made in cash, by the Owner within thirty (30) days after completion and acceptance of the work covered by the contract. Progress payments will be made as outlined in the specifications.

IB-22. **FINAL PAYMENT - LIEN WAIVER RELEASE.** The final payment request shall include a signed Lien Waiver Release as included with the Contract Documents before payment will be processed.

END OF SECTION

BID PROPOSAL FORM
Bartlesville Community Center Auditorium Renovation
Bid No. 2020-2021-020

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements and conditions of roads, streets, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; (3) the normal existing, and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required supplies, equipment, tools, and plant; to perform all necessary labor; and to install, construct, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached, for and in connection with the contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and proof of insurance and to enter into a contract within fourteen (14) days after the acceptance of this proposal, and further agrees to complete the work within a period of time not to exceed One hundred twenty-five (125) working days following receipt of the Owner's Work Order authorizing the Contractor to commence work.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of:

_____ DOLLARS \$ _____

which the undersigned agrees is to be forfeited to and become the property of the City, as liquidated damages, should this proposal be accepted and the contract be awarded to him, he fails to enter into a contract in the form prescribed and to furnish the required bonds and proof of insurance within fourteen (14) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds and evidence of insurance to said Owner.

DATED this ___ day of _____, 2021

If an Individual:

d. b. a.:

Signature:

If a Partnership:

Signature:

Typed Name:

If a Corporation:

Signature:

Typed Name:

Title

ATTEST:

Secretary

(CORPORATE SEAL)

BID PROPOSAL FORM
Bartlesville Community Center Auditorium Renovation
Bid No. 2020-2021-020

SCOPE OF WORK

The proposed work consists of the renovation of the permanent seating, consisting of an estimated 1707 chairs, at the Bartlesville Community Center in Bartlesville, Oklahoma. Qualified contractor to provide all labor, equipment, transportation, and materials necessary for a complete project.

Work shall include:

The “work” as specified in this agreement is defined as complete “turnkey” installation. The term “provide” under these terms and conditions shall mean to furnish and install the work. The work includes but is not limited to: painting metal with powder coat, replacing existing foam and covers on both the seat and back, reusing the vinyl trim on the seat pan, reupholstering chair seats and backs with Owner-provided fabric, rebuilding foundations of the existing seats, installing cup holder armrests, installing new hardware, and installing finished chairs in auditorium.

General Scope of Work

1. All work in this contract shall be scheduled and performed in accordance with an overall schedule that will allow the project to be completed in a timely manner while minimizing disruption to the operations of the Bartlesville Community Center (BCC). Contractor agrees to work as and when directed by the City of Bartlesville. Coordination with the City of Bartlesville project manager, superintendent, BCC staff, and other subcontractors is mandatory, and deviations from the construction schedule resulting from subcontractor’s failure to timely perform its work and/or to coordinate its work as required herein are not acceptable and may be grounds for termination of contract. The construction schedule may be revised from time to time, and may require Contractor to perform work outside of normal business hours, on weekends, and/or include more than 40-hour work weeks. The cost of all resources needed to maintain the overall scheduling goals, as reflected in the original or any revised schedules, is included in Contractor’s price, and Contractor shall not be entitled to additional compensation resulting from such effort unless and except to the extent Contractor receives additional compensation from the Owner. The time constraints and requirements for construction include:
 - a. Contractor shall remove all chairs immediately upon commencing the Start of Construction and transport to Contractor’s facility.
 - b. Contractor must reinstall the renovated front half of the chairs by October 5th, 2021. Performances in October will require a maximum of 850 chairs.
 - c. Contractor must reinstall enough of the back half of the chairs to accommodate performances beginning November 1st, 2021. These performances will require more than 850 chairs. Contractor shall coordinate with BCC to make sure each performance has enough renovated chairs installed. Contractor shall work around events taking place in the auditorium during this time.
 - d. Owner will provide Contractor with an event schedule prior to the beginning of construction.
2. Contractor shall broom clean all work areas following each work period to assure use of the facility during non-work hours with debris disposed offsite in a legal manner.
3. Contractor shall conduct a detailed schematic and record sizes and locations of seating. Contractor shall verify actual dimensions of seating layout and construction contiguous with seating by field measurements.
4. Contractor shall coordinate layout and installation of electrical wiring and devices with seating layout to ensure that floor junction boxes for electrical devices are accurately located to allow connection without exposed conduit.
5. Contractor shall provide samples for initial selection for each type of exposed finish, color, texture, and pattern indicated.
6. Contractor shall provide samples for verification for each type of exposed finish required prepared on the following sizes of sample:
 - a. Powder-Coating Finish: Manufacturer’s standard-size unit, not less than three inches square.
7. Contractor shall build a mockup of one typical seat to verify selections made under sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation. Approval of mockup does not constitute approval of deviations from the Contract Documents contained in mockup unless Owner specifically approves such deviations in writing. Approved mockup may become part of the completed Work if undisturbed at time of project’s completion.
8. Contractor to perform all project management and upholstery by factory-trained employees.
9. Contractor shall provide new zinc plated hardware.

BID PROPOSAL FORM
Bartlesville Community Center Auditorium Renovation
Bid No. 2020-2021-020

10. Contractor shall furnish extra materials from the same production run that match products installed. Extra materials shall be packaged with protective coverings for storage and identified with labels describing contents. Contractor shall provide:
 - a. 1% of seat count of extra materials for seats and backs per size. Contractor shall not provide extra Culp fabric.
 - b. Full case of cup holder armrests in the amount of 40 arms per case.
11. Contractor shall not deliver or install seating until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary or permanent HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.
12. Contractor shall re-inspect all chairs for proper appearance, quiet performance, and proper alignment prior to sign-off with Owner.
13. Contractor shall furnish Certificate of General Liability, Work Comp Insurance, and Motor Vehicle Liability.
14. Contractor shall provide a manufacturers extended warranty in which manufacturer agrees to repair or replace components of fixed audience seating that fail in materials or workmanship within specified warranty period of one year. Once parts are on site/delivered, responsibility reverts to Owner.
 - a. Failures include, but are not limited to, the following:
 - i. Wear and deterioration of fabric and stitching beyond normal use.
 - ii. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 - b. Warranty Periods from date of completion:
 - i. Upholstery, Foam, and Painted Components: One year.
 - ii. Workmanship: One year.
15. Contractor shall provide maintenance information from manufacturer on all componentry used in renovation. The information shall include:
 - a. Methods for maintaining upholstery fabric.
 - b. Precautions for cleaning materials and methods that could be detrimental to seating finishes and performance.
16. This contract is exempt from sales tax for materials incorporated into the project
17. The Engineer's Allowance bid item is included to cover any unforeseen items of work that may arise during construction and shall be used solely at the Owner's discretion. If no work is issued from this bid item, then no payment will be made.
18. Contractor shall provide the following task-specific work:
 - a. **Chair Backs and Aisle End Panels**
 - i. Owner shall provide Culp Tome Poppy fabric with iclean treatment of a single dye lot for each color and pattern for all chairs. Since Owner is supplying the fabric, Contractor shall not include the cost of fabric in bid.
 - ii. All material and padding must comply with California Technical Bulletin 117-2013 Fire Specifications.
 - iii. Contractor shall strip old foam and fabric from existing back inserts and rebuild with new foam and cover.
 - iv. Contractor shall install new 2" poly back foam of medium density over back inserts.
 - v. Contractor shall cut, sew, and reupholster all chairs to original manufacturer specifications and industry standards in a fabric selected by Owner.
 - vi. Contractor shall install welt cording between inner and outer back.
 - vii. Contractor shall powder coat all metal after stripping and preparing existing finish for coating to industry standard. Contractor shall use TIGER Drylac USA Inc. in RAL color determined by Owner.
 - b. **Chair Seats**

BID PROPOSAL FORM

Bartlesville Community Center Auditorium Renovation

Bid No. 2020-2021-020

- i. Owner shall provide Culp Tome Poppy fabric with iclean treatment of a single dye lot for each color and pattern for all chairs. Since Owner is supplying the fabric, Contractor shall not include the cost of fabric in bid.
 - ii. All material and padding must comply with California Technical Bulletin 117-2013 Fire Specifications.
 - iii. Contractor shall strip old foam and fabric from existing seat foundations and rebuild with new foam and cover.
 - iv. Contractor shall powder coat all metal, including seat hinges, after stripping and preparing existing finish for coating to industry standard. Contractor shall use TIGER Drylac USA Inc. in RAL color determined by Owner.
 - v. Contractor shall install new cold molded urethane foam over seat foundation with synthetic barrier cloth.
 - vi. Contractor shall cut, sew, and reupholster all chairs to original manufacturer specifications and industry standards in a fabric selected by Owner.
 - vii. Contractor shall lubricate all moving parts and adjust to proper sight lines.
 - viii. Contractor shall replace or reuse protective trim on existing seat pan.
- c. **Stanchions**
- i. Contractor shall powder coat all metal after stripping and preparing existing finish for coating to industry standard. Contractor shall use TIGER Drylac USA Inc. in RAL color determined by Owner.
 - ii. Contractor shall tighten and/or replace any floor anchors not secured or working properly. Replacement allowance of anchors up to 10% of total chair count.
- d. **Armrests**
- i. Contractor shall remove existing armrests.
 - ii. Contractor shall provide and install new OEM cup holder armrests from Cy Young Seating model CYI-U6V3/B3W in rust color with all OEM mounting hardware.
 - iii. Owner shall select aisle end armrests after reviewing samples from Contractor. Contractor shall provide and install selected aisle end armrests.
 - iv. Owner shall select lettering style after reviewing samples from Contractor. Contractor shall provide and install selected lettering style.
- e. **Numbers and Letters**
- i. Contractor shall remove existing tags.
 - ii. Contractor shall provide and install new number tags with adhesive backing. Tags shall be aluminum with black font.
 - iii. Owner shall select lettering style after reviewing samples from Contractor. Contractor shall provide and install selected lettering style.

BID PROPOSAL FORM
Bartlesville Community Center Auditorium Renovation
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Addendum No.	Date Received	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BID PROPOSAL FORM

Bartlesville Community Center Auditorium Renovation

Bid No. 2020-2021-020

PAY ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION OF PAY ITEM	UNIT PRICE	BID AMOUNT
1	1	LS	Mobilization, Traffic Control, and Restoration		
2	1707	EA	Furnish and install auditorium chair as specified for a complete installation, including all accessories as required per the contract documents. Include removal of existing chair, painting chair with powder coat, reupholstering chair with Owner-provided fabric, rebuilding foundation of the chair, installing cup holder armrests, installing new hardware, and installing finished chair in auditorium.		
3	1	EA	Engineer's Allowance	\$30,000.00	\$30,000.00
TOTAL BASE BID					\$
TOTAL BASE BID (IN WORDS)					

BID PROPOSAL FORM
Bartlesville Community Center Auditorium Renovation
Bid No. 2020-2021-020

Name and Address of Bidder

Telephone No.

Contact Person:

Title:

List the Name and Address of all Proposed Subcontractors

**Scope and
Percentage of Work**

List the Name and Address of all Proposed Subcontractors	Scope and Percentage of Work

BID PROPOSAL FORM
Bartlesville Community Center Auditorium Renovation
Bid No. 2020-2021-020

**List the Name and Address of Proposed Major Material
Suppliers**

Material

STATEMENT OF BIDDER'S QUALIFICATIONS
Bartlesville Community Center Auditorium Renovation
2020-2021-020

The low bidder will be asked to complete a Statement of Bidder's Qualifications prior to award of the contract. Should the low bidder be found not qualified the next lowest bidder will be asked to complete the Qualifications Statement.

The Owner reserves the right to reject the bid of any Bidder or disapprove any subcontractor who has not been pre-qualified or has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees. In addition, the following elements will be considered: Whether the person or firm involved (1) maintains a permanent place of business; (2) has adequate equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Said prime contractor shall have at least ten (10) years of experience in projects of similar nature prior to submission of his bid. The Bidder shall offer proof of his qualifications in meeting this standard. For all other contracts, the City reserves the right to consider as unqualified to do the work, any Bidder or subcontractor who does not habitually perform, with his own work forces, the basic work involved.

All questions must be answered. The data must be clear and comprehensive. This statement must be notarized. If it is necessary to give a more complete answer, you may add separate sheets.

The contractor shall have financial stability in order to fulfill all warranty requirements Contractor may be required to provide financial statements.

The following criteria will serve as a guide and will be used by the owner to evaluate the contractor.

- The prime bidder shall have at least ten (10) years of experience in work of a nature similar to the proposed project prior to submission of bids.
- Attest to the fact that the contractor has met the required level of experience per the specifications.

BIDDER'S QUALIFICATIONS STATEMENT

1. Name of Bidder _____
2. Permanent Main Office Address _____
3. When organized _____
4. If incorporated, when and where _____
5. How many years have you been engaged in the contracting business under your present firm or trading name? _____
6. General character of work performed by your company _____
7. Have you ever been informed you were not qualified to bid a project? _____
8. Have you ever failed to complete any work awarded to you? _____
9. Financial Information:

a. Bank with whom you do your principal business: _____
Bank Name

Bank Address	City	State	Phone Number
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b. Bonding Capacity:

Total Bonding Capacity	\$ _____
Total Currently under Contract	\$ _____
Total Currently out for Bid or Award	\$ _____

c. State 5 trade references with whom you do business:

1. _____
2. _____
3. _____
4. _____
5. _____

10. List 5 previous projects completed by Contractor prior to bid submission date involving work of a similar nature to this proposed project. Show job name, contact person, phone number, size, cost, and completion date.

Project	Owner	Owner Contact Information	Type (Prime or Sub)	% with own forces	Size in Dollars	Completion Date

Add additional sheets if necessary

11. Experience in work similar in importance to this contract. _____
12. Average number of employees on your payroll during the past year: _____
13. Have you ever been declared ineligible to receive awards on contracts from the Federal, State or local Governments? _____
14. If any Bidder feels that any information other than that requested above is pertinent to a determination of bidder's qualifications, such information may be added hereto and submitted together with this statement.

The undersigned will furnish any other information that Owner/Architect may request and the undersigned hereby authorizes request any person, firm or corporation to furnish any information requested by the Owner/Architect in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, _____

(Name of Bidder)

By:

Title:

State of: _____)

County of: _____) SS.

, being duly sworn deposes and says that he is of lawful age and that the answers to the foregoing questions and all statements contained herein are true and correct.

SWORN to before me this _____ day of _____, _____

Notary Public

CONTRACT AGREEMENT

6th day of July, 2021, by and between the CITY OF BARTLESVILLE party of the first part, hereinafter termed "Owner" and

party of the second part, hereinafter termed "Contractor".

WITNESSETH:

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

Furnishing all materials, labor, equipment, and expense necessary to construct the project as called for in the plans and specifications on file in the Engineering Division Office for the Bartlesville Community Center Auditorium Renovation project;

as outlined and set out in the bidding documents and in accordance with the terms, specifications, plans, and provisions of said Contract; and,

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

WHEREAS, the City of Bartlesville, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this Contract to said Contractor, and the said Contractor agrees to receive and accept the sum named in the proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

_____ DOLLARS (\$) _____

CONTRACT AGREEMENT

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

- (1) That the Contractor hereby agrees to furnish all tools, equipment, materials and labor, and to construct and complete the above-described project in accordance with the specifications therefor on file in the office of the City Engineer of Bartlesville, Oklahoma.
- (2) That the Contractor's proposal is hereby made a part of this Agreement.
- (3) That the Owner shall pay the Contractor for the work performed, as follows:
 - (a) Payment for unit price items shall be based upon the unit prices in the Proposal and the actual completed construction quantities as determined by the Engineer.
 - (b) Construction items specified but not included as bid items shall be considered incidental, and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.
- (4) That the Owner reserves the right to add to or subtract from the estimated quantities or amount of work to be performed. The work to be performed or deducted shall be at the unit price bid.
- (5) That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order from the Owner and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.
- (6) That if any additional work is performed or additional materials provided by the Contractor upon authorization by the Owner, the Contractor shall be compensated therefor at the unit price bid and as agreed to by both parties in the execution of the Change Order.
- (7) That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the Owner through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefor by the Owner.
- (8) The Contractor shall complete all work in accordance with the terms of this Agreement within a period of time **not to exceed One hundred twenty-five (125) working days** following issuance by the Owner of a Work Order authorizing the Contractor to commence work on this project. The Contractor further agrees to pay liquidated damages as specified in the General Conditions of these documents.
- (9) The Contractor shall furnish bonds and proof of insurance as specified, which bonds and insurance must be approved by the Owner prior to issuance of the Work Order and commencement of work on the project.

CONTRACT AGREEMENT

- (10) On completion of the work, but prior to the acceptance thereof by the Owner, the City Engineer, or his representative shall determine if the work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the City of Bartlesville.
- (11) The attached sworn statement entitled "Contract Affidavit" must be signed and notarized before this Contract will become effective.

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

“OWNER”

City of Bartlesville

By:

ATTEST:

Mayor

City Clerk

(SEAL)

CONTRACT AGREEMENT

"CONTRACTOR"

If an Individual: _____, Doing business

as: _____

Signature: _____

If a Partnership: _____

Names of other partners:

If a Corporation: _____

Signature: _____

Typed Name: _____

Title: _____

ATTEST:

Business Address of Contractor

Secretary

(CORPORATE SEAL)

Telephone No: _____

CONTRACT AGREEMENT

CONTRACT AFFIDAVIT

STATE OF _____)

) ss.

COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath says
That (s)he is the agent authorized by the firm of _____
To submit the above Contract to the City of Bartlesville, Oklahoma.

Affiant further states that such firm has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Bartlesville any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Company

Subscribed and sworn to before me on this _____ day of _____ 20 _____

(Seal)

Notary Public

My Commission Expires: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and
_____ a corporation organized
under the laws of the state of _____ and authorized to transact business
in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of Bartlesville,
Oklahoma**, in the penal sum of _____

_____ DOLLARS

(\$ _____) in lawful money of the United States of America said sum being equal to
one hundred percent (100%) of the contract price, for the payment of which, well and truly to be
made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors,
and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the

(Seal)

City of Bartlesville, Oklahoma, dated 6th day of July, 2021 for:

Bartlesville Community Center Auditorium Renovation Bid No. 2020-2021-020

all in compliance with the specifications therefor, made a part of said Contract and on file in the
office of the City Clerk, City of Bartlesville, City Administration Building, Bartlesville,
Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of
Bartlesville 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 one (1) year from
and after acceptance of said project by the City of Bartlesville; and if Principal shall pay or cause
to be paid all labor and materials, including the prime contractor and all subcontractors; and if
Principal shall save and hold the City of Bartlesville 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 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.

MAINTENANCE BOND

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

PRINCIPAL:

ATTEST:

By _____

SURETY:

By _____

Attorney-in-Fact

Address of Surety or Agent:

Telephone No. of Surety/Agent:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and

_____ A Corporation organized under the laws of the State of _____

and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of Bartlesville**, in the penal sum of _____

_____ DOLLARS

_____ (\$) _____ in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the

City of Bartlesville, Oklahoma, dated the 6th day of July, 2021 for:

Bartlesville Community Center Auditorium Renovation
Bid No. 2020-2021-020

all in compliance with the specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Bartlesville, City Administration Building, Bartlesville, Oklahoma.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials, and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Bartlesville from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save the City of Bartlesville harmless from all suits and claims in infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

PERFORMANCE BOND

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

PRINCIPAL:

ATTEST:

By _____

SURETY:

By _____
Attorney-in-Fact

Address of Surety or Agent:

Telephone No. of Surety/Agent:

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and

_____ a Corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of Bartlesville**, in the penal sum of _____

_____ DOLLARS

_____ (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the

City of Bartlesville, Oklahoma, dated 6th day of July, 2021 for:

Bartlesville Community Center Auditorium Renovation Bid No. 2020-2021-020

all in compliance with the specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Bartlesville, City Administration Building, Bartlesville, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who performs work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or 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.

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

PRINCIPAL:

ATTEST:

By: _____

SURETY:

By: _____

Attorney-in-Fact

Address of Surety or Agent:

Telephone No. of Surety/Agent:

SALES TAX EXEMPTION CERTIFICATE

Project Name: **Bartlesville Community Center Auditorium Renovation**

has been appointed agent for the City of Bartlesville, Oklahoma, for the purchase of property or services for the above-referenced project to be owned by the City of Bartlesville. Payment of the purchase price of such property or services shall be made by the Company and not the City, and the supplier shall have no recourse whatever against the City on account of the failure of the Company or any of its subcontractors or agents to pay the purchase price, or any part thereof, of such property or services. Upon passage of title, all such property will be included in a project owned by the City. All of such property or services are exempt from Oklahoma Sales and Use Taxes and/or City Sales Taxes.

DATED this _____ day of _____ 20 21

CITY OF BARTLESVILLE, OKLAHOMA

City Manager

EVIDENCE OF TAX EXEMPT STATUS

To Vendor: _____

Amount of Purchase: _____ Date: _____

Project Name: **Bartlesville Community Center Auditorium Renovation**

The City of Bartlesville, Oklahoma, hereby appoints:

as its agent for the sole purpose of purchasing property described herein.

All materials acquired on the above project are for the City of Bartlesville, Oklahoma. Upon passage of Title, all of such property will be included in the above-referenced project owned by the City of Bartlesville. Title to all such property shall pass to said City from the Vendor, f.o.b., Bartlesville, Oklahoma.

This project is owned by the City and accordingly, all of such property is exempt from Oklahoma Sales and Use Taxes and City Sales Tax. Notwithstanding this appointment, the City is not responsible to the Vendor for the payment of the purchase price specified herein. Title to the property described is deemed to pass directly from the Vendor to the City of Bartlesville, Oklahoma.

DATED this _____ day of _____ 2021.

CITY OF BARTLESVILLE, OKLAHOMA

City Manager

Signature of Contractor/Purchaser

**CONTRACTOR'S APPLICATION FOR PAYMENT
BARTLESVILLE, OK**

Bid No.: 2020-2021-020 Project No.: 21009 Date: _____

Account No.: 449-170-55930 P.O. No.: _____ Application No.: _____

Project Name: Bartlesville Community Center Auditorium Renovation

Contractor: _____

Engineer: Emily Taber, Project Engineer

Period From: _____ To: _____

ORIGINAL CONTRACT AMOUNT \$ _____

Net Adjustments Due To:

Change Orders (List No.'s, Dates, & Amount):

_____ \$ _____

Quantity Changes (List Sheet, Dates, & Amount):

_____ \$ _____

Other (Describe):

_____ \$ _____

A. CURRENT CONTRACT AMOUNT \$ _____

B. PREVIOUS PAYMENTS TO CONTRACTOR \$ _____

C. PREVIOUS RETAINAGE \$ _____

D. TOTAL VALUE OF WORK THIS PERIOD \$ _____

E. RETAINED AMOUNT _____% \$ _____

F. ENGINEER'S ADJUSTMENTS \$ _____

DESCRIBE: _____

K. **PAYMENT DUE THIS PERIOD** \$ _____

L. TOTAL PAYMENTS TO DATE \$ _____

M. TOTAL RETAINAGE TO DATE \$ _____

NOTES: _____

The undersigned engineer certifies that to the best of his knowledge, observations, and belief, the information presented as a basis payment in this Application is correct, and the Contractor is entitled to the **PAYMENT DUE THIS PERIOD**.

Engineer: _____ Date: _____

Owner: _____ Date: _____

INVOICE AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned consulting engineer or contractor, of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the work, services or materials as shown by this invoice have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer, or employee of the City of Bartlesville, of money or any other thing of value to obtain payment of this invoice.

Subscribed and sworn to before me on this _____ day of _____ 20 _____
Consulting Engineer or Contractor

Notary Public

(Seal)

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned City of Bartlesville project engineer, of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the work, services, or materials as shown by this invoice have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has received no payment of money, gift, or donation, or any other thing of value, either directly or indirectly, from consulting engineer or contractor to obtain payment of this invoice.

Subscribed and sworn to before me on this _____ day of _____ 20 _____
City of Bartlesville Project Engineer

Notary Public

(Seal)

My Commission Expires: _____

GENERAL CONDITIONS

1 DEFINITIONS

- 1.1. Any word, phrase or other expression defined in this paragraph and used in these Contract Documents shall have the meaning herein given:
- 1.2. "Contract" or "Contract Documents" shall include all of the documents and Drawings enumerated herein.
- 1.3. "Owner" shall mean the City of Bartlesville, designated as "Party of the First Part," in the Contract Agreement and for whom the work covered by this Contract is to be performed, acting on behalf of the City of Bartlesville, Oklahoma.
- 1.4. "Contractor" shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement as the "Party of the Second Part" and who has entered into this Contract for the performance of the work covered thereby, and its, his (her) or their duly authorized agents and other legal representatives.
- 1.5. "Engineer" shall mean the City Engineer or engineers who have been designated, appointed, or otherwise employed or delegated by the Owner for this work, or their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case.
- 1.6. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Owner or Engineer, limited in each case to the particular duties entrusted to him (her) or them.
- 1.7. "Date of Contract." Or words equivalent thereto, shall mean the date written in the first paragraph of the Contract Agreement.
- 1.8. "Working Day." Any day, other than a City holiday, Saturday or Sunday, on which weather and working conditions would permit the normal forces of the Contractor to proceed with regular work continuously for a period of at least 6 hours out of the normal 8-hour day, unless work is suspended for causes beyond the Contractor's control. Saturday's, Sunday's and City holidays on which the Contractor's forces engage in regular work requiring the presence of an inspector will be considered working days.
- 1.9. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.
- 1.10. "Plans" or "the plans" shall mean and include all Drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, when and as approved by the Engineer, and all Drawings furnished by the Owner as a basis for proposals and those furnished during the progress of the work as provided for herein.
- 1.11. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.
- 1.12. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgement of the Owner and Engineer.
- 1.13. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement of which these General Conditions are a part.

GENERAL CONDITIONS

2 CONTRACT DOCUMENTS

2.1. GENERAL.

It is expressly understood and agreed that the Invitation for Bids, Instructions to Bidders, Proposal, Performance Bond, Statutory Bond, Maintenance Bond, Contract Agreement, General Conditions, Specifications, Drawings, and other Specifications and engineering data furnished by the Contractor (when and as approved by the Owner or Engineer), together with instructions furnished by manufacturers of equipment for the installation thereof, and such other additional Drawings and instructions which may be furnished by the Engineer as are necessary to make clear and to define in greater detail the intent of the Specifications, are each and all included in this Contract, and the work shall be done fully in accordance therewith.

The Contract Documents comprise the following general classifications of documents, including all modifications thereto.

- 2.1.1. Bidding Documents
- 2.1.2. Contractual Documents
- 2.1.3. General Conditions of the Contract
- 2.1.4. Specifications
- 2.1.5. Drawings
- 2.1.6. Additional Drawings and Instructions

The order of precedence for documents shall be the Specifications (Technical and General Provisions, respectively), Drawings, General Conditions, Contract Agreement, Instructions to Bidders, and Invitation to Bid.

2.2. BIDDING DOCUMENTS.

The bidding documents issued by the Owner to assist bidders in preparing their bids include:

- 2.2.1. Invitation to Bid bound herewith.
- 2.2.2. Instructions to Bidders bound herewith.
- 2.2.3. Federal-Aid contract special provisions, all executable provisions properly completed and signed.
- 2.2.4. The bid or proposal, which is the offer of a bidder to perform the work described in the Contract Documents, prepared and submitted on the Proposal Form and Bid Proposal Form bound herewith, and properly signed and guaranteed.
- 2.2.5. Bid Affidavits, all properly completed and signed.
- 2.2.6. Any addenda shall be made a part of the Contract. Receipt of each addendum issued during the bidding period shall be acknowledged in the bid.

2.3. CONTRACTUAL DOCUMENTS

- 2.3.1. AGREEMENT. The Agreement covers the performance of the work described in the Contract Documents, including all supplemental addenda thereto, and the Specifications and Drawings pertaining to the work or materials therefor. The Agreement Form is bound herewith.
- 2.3.2. BONDS. The Contractor shall furnish Surety Bonds payable to the Owner as indicated in these Contract Documents.

GENERAL CONDITIONS

- 2.3.2.1. Performance Bond in an amount equal to 100 percent of the total contract amount, conditioned upon the faithful performance and completion of all covenants and stipulations under the Contract.
- 2.3.2.2. Statutory Bond in an amount equal to 100 percent of the total contract amount, for the payment of all persons, companies, or corporations who perform labor or furnish materials under this Contract.
- 2.3.2.3. Maintenance Bond in an amount equal to 100 percent of the total contract amount, effective for a period of one year after written final acceptance of the work by the Owner.
- 2.3.2.4. Endorsement by the Surety Company of any of the Bonds listed above on behalf of the Contractor shall indicate their complete understanding and agreement with all of the conditions and provisions of this Contract. The Surety Company shall waive their right of notification by the Owner of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by the Owner or its employees or agents under the terms of this Contract. This waiver by the Surety Company shall in no way relieve their obligations under this Contract.

2.4. GENERAL CONDITIONS

General Conditions of the Contract bound herewith and of which this paragraph is a part.

2.5. SPECIFICATIONS AND DRAWINGS

- 2.5.1. Specifications bound herewith, and of which this paragraph is a part.
- 2.5.2. All Drawings and Plans, including but not limited to those listed in the Specifications.

2.6. DISCREPANCIES.

- 2.6.1. Any discrepancies found between the Drawings and Specifications shall be immediately reported to the Engineer, who will promptly correct such inconsistencies or ambiguities in writing. Any work resolution shall be at the Contractor's own risk and expense.
- 2.6.2. In the event where existing conditions will not permit the construction of an improvement in accordance to the contract drawings and specifications, then the contractor shall immediately request written clarification from the Engineer before proceeding with the construction affected by such discrepancies.

2.7. INTERPRETATION OF SPECIFICATIONS AND DRAWINGS.

The Contract Specifications and Drawings are intended to be explanatory of each other. Any work indicated on the Drawings and not in the Specifications, or vice versa, is to be executed as if indicated in both. In the event of any doubt or question arising regarding the true meaning of the Specifications or Drawings, reference shall be made to the Engineer and his (her) decision thereon shall be final.

2.8. DIMENSIONS.

Finished surfaces in all cases shall conform with the lines, grades, cross-sections and dimensions shown on the plans. Deviations from the plans, as may be required by the exigencies of construction, shall in all cases be determined by the Engineer and authorized in writing.

GENERAL CONDITIONS

2.9. TITLES AND HEADINGS.

- 2.9.1. The titles and heading printed on the Drawings, the General Conditions, the Specifications, or elsewhere in the Contract Documents are inserted for reference only, and shall not be taken or considered as having any bearing on the interpretation thereof.
- 2.9.2. Separation of the Specifications into divisions and sections shall not operate to make the Engineer and arbiter, or to establish limits of work between the Contractor and subcontractors, or between trades.

3 OWNER-CONTRACTOR-ENGINEER RELATIONS

3.1. RIGHTS-OF-WAY.

The Owner will provide all rights-of-way and easements for the work under this Contract.

3.2. SUSPENSION OF WORK.

The Owner may at any time suspend the work or any part thereof, by giving five (5) days notice to the Contractor. The work shall be resumed by the Contractor on the date indicated by the written notice. If suspension of the work is due to no fault of the Contractor, and not otherwise authorized by provisions of the Contract Documents, the Owner will determine and reimburse the Contractor for his expenses incurred as a result of the suspension. There shall be no reimbursement if the suspension occurs after the time allowed for completion of the work, exclusive of any extension because of avoidable delays. The owner or Engineer may suspend without liability any portion of work that is in dispute due to an unresolved issue. The Contractor shall be required to continue work at other locations and make all relocations at his expense.

3.3. RIGHT OF OWNER TO TERMINATE AGREEMENT

- 3.3.1. The Owner shall have the right to terminate this Agreement because of any default by the Contractor. The Owner will provide five (5) days' written notice in such case.
- 3.3.2. It shall be considered a default by the Contractor whenever he shall:
 - 3.3.2.1. Declare bankruptcy, become insolvent, or assign his (her) assets for the benefit of his (her) creditors.
 - 3.3.2.2. Disregard or violate provisions of the Contract Document, or fail to prosecute the work in a manner consistent with the schedule of completion.
 - 3.3.2.3. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment for all labor and material obligations under this Contract.
 - 3.3.2.4. In the event of termination of the Agreement by the Owner, the Owner may take possession of the work and of all materials and equipment thereon, and may finish the work by whatever method and means he (she) may select.

3.4. EMERGENCY PROTECTION

- 3.4.1. In case of an emergency which threatens loss, damage, or injury to persons or property, and which requires immediate action to remedy, the Owner shall require the Contractor to provide immediate suitable protection to the persons and property. In the absence of the Contractor's personnel, the Owner may cause emergency work to be done and material to be furnished and adequate. The cost and expense of such work and material shall be borne by the Contractor and

GENERAL CONDITIONS

if the same shall not be paid upon presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

- 3.4.2. The performance of emergency work under the direction of the Owner shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Owner.

3.5. REPRESENTATIVE FOR CONTRACTOR AT SITE

During the performance of this Contract, the Contractor shall maintain an on-site Foreman or Superintendent designated to receive drawings, instructions, or other communications from the Owner. Any document delivered to the foreman or superintendent shall be deemed to have been delivered to the Contractor.

3.6. ATTENTION TO WORK

The Contractor shall fully supervise the work at all times to ensure completion in accordance with the Contract Documents. He shall be represented by a competent superintendent or foreman who shall be the legal representative of the Contractor at the site to receive instructions or orders given under this Contract, and who shall have full authority to execute the same. The superintendent or foreman shall have the authority to supply materials, tools and labor without delay. The Contractor shall be liable for the faithful observance of any instructions delivered to him (her) or to his (her) designated representative.

3.7. PROTECTION OF EXISTING STRUCTURES

Unless otherwise indicated on the drawings all utilities and structures above or below ground that may be affected by the work shall be protected and maintained by the Contractor, and shall not be disturbed or damaged during progress of the work. Should the Contractor disturb, disconnect, or damage any utility or structure, all expenses for the replacement or repair thereof shall be borne by the Contractor. This provision shall apply whether or not said utility or structure is indicated on the plans. The Contractor shall be responsible for all consequential damages.

3.8. PROTECTION OF CONTRACTOR'S WORK AND PROPERTY

- 3.8.1. The Contractor shall protect his (her) work, supplies, and materials from any source of damage at all times.
- 3.8.2. Neither the Owner nor any of its officers, employees, or agents assumes any responsibility for collecting an indemnity from any person or persons causing damage to the work of the Contractor.

3.9. SURVEYS

- 3.9.1. The Contractor shall provide all surveys required to complete the work.
- 3.9.2. The Contractor shall carefully preserve all existing benchmarks, reference points, and stakes established by others and shall be responsible for any errors or expense resulting from damage thereto.

3.10. LOCATION OF UTILITIES

- 3.10.1. The location of any utilities shown on the drawings were taken from public records. It shall be the responsibility of the Contractor to make final and exact determination of the location and extent of all utilities above and below ground. The Contractor shall use the "OKIE-1" system and any other means necessary in this regard. The Contractor shall be responsible for all damages resulting from his (her) operations.

GENERAL CONDITIONS

- 3.10.2. Because of the nature of the work, minor adjustments may be required in new construction to meet existing conditions. Adjustments approved by the Engineer which may be accomplished without expense to the Contractor shall be made without additional cost to the Owner.

3.11. SUBCONTRACTORS

- 3.11.1. All employees of subcontractors engaged in the work shall be considered employees of the Contractor.
- 3.11.2. Nothing contained in the Contract Documents shall create a contractual relationship between any subcontractor. All communications related to the work under this Contract will be made only to the Contractor.
- 3.11.3. Should any subcontractor fail to perform the work in a satisfactory manner, the subcontract shall be immediately terminated by the Contractor upon written request from the Owner.

3.12. LIABILITY OF CONTRACTORS

- 3.12.1. The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed by this Contract. Any reference to specific duty or liability is made only for the purpose of explanation.
- 3.12.2. The Contractor shall be responsible for the acts and omissions of his (her) subcontractors, their agents and employees, and all other persons performing any of the work.

3.13. ASSUMPTION OF RISKS

Until completion of the work in accordance with the Contract Documents and written final acceptance by the Owner, the work shall be under the Contractor's care and charge, and he shall be fully responsible therefor. The Contractor shall replace, repair, or restore to the Engineer's satisfaction, all work damaged whatsoever.

3.14. RESPONSIBILITY FOR DAMAGE

- 3.14.1. The Contractor shall assume the defense of, and shall indemnify and save harmless the Owner, and each and every officer, employee, and agent thereof, and the Engineer from any and all losses, liability of damage, and from all suits, actions, damages, or claims, of every name and description to which the Owner or any of its officers, employees or agents, or the Engineer may be subjected or put to by reason of injury to persons or property in the execution of the work; or resulting from negligence or carelessness on the part of the Contractor, his (her) employees, subcontractors, or agents, in the delivery of materials and supplies; or by any act or omission of the Contractor, his employees, subcontractors, or agents, including but not limited to, failure to comply with all applicable laws and regulations. The Owner shall have the right to estimate the amount of any damages and to retain necessary sums from the money due or to become due the Contractor under this Contract, until all suits or claims for damages have been settled or otherwise disposed of by the Contractor, and satisfactory evidence to that effect furnished to the Owner.
- 3.14.2. The rights of the Owner under this Contract in control of the quality and completeness of the work shall not make the Contractor an agent of the Owner. The liability of the Contractor for damages to persons or property arising from the work shall not be lessened because of such rights.

3.15. ACCEPTANCE OF CONTRACTOR'S PLANS

The acceptance by the Engineer of any drawing or any method of work proposed by the Contractor shall not relieve the Contractor of his (her) responsibility under the provisions of this Contract. The Contractor shall not be regarded as an officer or employee of the Engineer or Owner, and shall have no claim because of the failure or inadequacy of any plan or method so accepted. Acceptance shall be considered

GENERAL CONDITIONS

to mean only that the Engineer has no objection to the Contractor using the proposed plans or method at his own risk and responsibility.

3.16. SUGGESTIONS TO CONTRACTOR

Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, shall be used only at the risk and responsibility of the Contractor. The Engineer shall not be responsible in any way for the methods used by the Contractor.

3.17. COOPERATION WITH THE OWNER AND OTHER CONTRACTORS

Any conflict which may arise between the Contractor and other contractors who may be performing work in behalf of the Owner or between the Contractor and employees of the Owner engaged on the project shall be adjusted and determined by the Engineer. The Contractor shall cooperate fully in this regard. If the work of the Contractor is delayed because of the acts or omissions of another contractor of the Owner, the Contractor shall have no claim against the Owner other than for any extension of time.

3.18. AUTHORITY OF THE ENGINEER

All work under this Contract shall be done in accordance with the Contract Documents and in a good workmanlike manner. To prevent disputes and litigation, the Engineer shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work, which are to be paid for under this Contract. The Engineer shall decide all questions relative to the true construction, meaning, and intent of the Specifications and Drawings, and shall decide all questions which may arise relative to the classifications which may arise relative to the classifications and measurements of qualities. The Engineer shall have the power to reject work, which does not conform to the terms of this Contract. His (her) estimate and decision on all matters shall be a condition precedent to appeal to the Owner. Whenever the Engineer or the Owner shall perform any and all of the duties and be vested with any and all of the powers herein given to the Engineer. The Engineer's decision shall be final in regard to Change Order prices, and no claim shall be made for additional amounts after a Change Order has been approved by the Engineer.

3.19. INSPECTION

Properly authorized inspectors shall be considered to be the representatives of the Owner and the Engineer, limited to the duties and powers entrusted to them. It will be their duty to inspect materials and workmanship of those portions of the work to which they are assigned, either individually or collectively under direction of the Engineer, and to report any and all deviations which may come to their attention. Any inspector shall have the right to stop the work to which he is assigned if, in his (her) judgement, such action is necessary to allow proper inspection, avoid irreparable damage, safeguard persons or property, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition. Such stoppage shall be for a period reasonably necessary for notification of the Engineer and his evaluation of the work. Any cost associated with the work stoppage shall be borne by the Contractor and no claim for additional time or compensation will be considered.

3.20. EXAMINATION OF COMPLETED WORK

3.20.1. The Contractor shall not cover up any work without it being inspected and approved by the Engineer or his Inspector. The Contractor shall be responsible for exposing any work that has been covered without such inspection, and subsequently restoring the work to the finished condition in accordance with the Contract Documents.

3.20.2. The Engineer may order the Contractor in writing to uncover any portion of the completed work for additional inspection at any time prior to final acceptance. The Contractor shall also properly restore the work. Should the work thus exposed be found acceptable by the Engineer, the cost of uncovering and restoring the work shall be paid for by the Owner as extra work. Should the work exposed be found unacceptable by the Engineer, the Contractor shall be responsible for all costs, including repair or replacement.

GENERAL CONDITIONS

3.21. CONSTRUCTION NOTIFICATION

The Contractor shall notify all property owners adjacent to the project before beginning actual construction. The notification shall be a brief visit with the property owner describing the project, schedule and discussion regarding questions about the project and its impact on the property.

4 MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1. GENERAL QUALITY OF MATERIALS

Materials and equipment shall be new and of a quality equal to that specified.

4.2. QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS

Whenever under this Contract it is required that the Contractor furnish materials or do work for which no detailed Specifications are indicated, the materials shall be of the best quality and workmanship obtainable from firms of established reputation and experience. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment as a whole or in part.

4.3. APPROVAL OF MATERIALS AND EQUIPMENT

All materials and equipment proposed for the work are subject to inspection and approval by the Engineer. The Contractor may offer any material or equipment, which shall be equal in every respect to that specified. Written acceptance shall be obtained from the Engineer prior to purchase of such material or equipment. The decision of the Engineer shall be final.

4.4. REMOVAL OF REJECTED MATERIALS, STRUCTURES, OR WORK

The Contractor shall promptly remove from the site all rejected materials, structures, or work of any kind. Upon failure of the Contractor to do so, and following written notice from the Engineer, the rejected material or work may be removed by the Owner and all costs shall be paid from the money that may be due or may become due the Contractor under this Contract. No rejected material shall again be offered for use by the Contractor.

4.5. WEEKEND, HOLIDAY AND NIGHT WORK

No work shall be done by the Contractor between the hours of seven o'clock p. m. and seven o'clock a. m., nor on Saturdays, Sundays, or City holidays, except that which is necessary because of emergency or to properly care for and protect previously completed work. Night work may be established as a regular procedure by the Contractor if he first obtains the written permission of the Engineer. Such permission may be revoked at any time by the Engineer if in his opinion the Contractor fails to maintain adequate force and equipment to prosecute the work and justify inspection. The Engineer may require the Contractor to perform weekend, holiday, or night work in order to maintain the completion schedule or to complete a portion of work with a minimum of disruption to the public.

4.6. RECORDS OF EMPLOYEES

The Contractor and each subcontractor shall keep accurate records indicating place or residence, occupation, pay rate, and daily and weekly time logs for each person employed in connection with the work. The records shall be made available at any time to the Engineer or his (her) duly authorized representative upon request.

GENERAL CONDITIONS

4.7. FINAL GUARANTEE

- 4.7.1. All work shall be guaranteed by the Contractor for a period of one year after the date of final payment by the Owner.
- 4.7.2. If, within the guarantee period, repairs are required in connection with the guaranteed work, which, in the opinion of the Engineer are the result of materials equipment or workmanship which were inferior, defective, or not in accordance with the terms of this Contract, the Contractor shall promptly, upon receipt of written notice from the Owner and without expense to the Owner, correct the work and restore the site as acceptable to the Engineer.
- 4.7.3. If the Contractor fails within ten days of written notice to proceed with the terms of this guarantee, the Owner may have the defects corrected, and the Contractor or his Surety shall be liable for all expenses incurred. In the case of emergency where delay would cause loss or damage, according to the Engineer, repairs may be made without notice and the Contractor shall pay the costs thereof.
- 4.7.4. All special guarantees or warranties applicable to specific parts of the work as may be stipulated in the Specifications or other documents forming a part of this Contract, shall be subject to the terms of this paragraph during the first year of each such guarantee. All special guarantees and manufacturers' warranties shall be furnished by the Contractor to the Engineer before the acceptance of the work.

5 INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

5.1. INSURANCE

The Contractor shall provide and maintain throughout this Contract the insurance coverage indicated below:

5.1.1. PUBLIC LIABILITY

5.1.1.1. LIABILITY AND PROTECTIVE LIABILITY POLICIES

The Contractor shall maintain a Contractor's Liability Policy and a Contractor's Protective Liability Policy which shall protect the Contractor from claims for bodily injury and property damage which may arise from his operations or those of his subcontractors. The Contractor shall also maintain liability coverage for loss or damage resulting from explosion and underground operations.

5.1.1.2. CONTRACTUAL LIABILITY POLICY

The Contractor shall provide a Contractual Liability Policy, which shall name the Owner, the Engineer, their partners, officers, agents and employees as insureds. A copy of the Original Certificate of Insurance policy shall be submitted for retention by the Owner along with a copy for the Engineer. This separate policy shall provide coverage to the Owner, the Engineer and their partners, officers, agents, and employees with respect to the work. Bodily injury and property damage insurance shall be on an occurrence basis. The coverage provided shall be primary coverage to the full limit of liability stated in the declarations, and if the Owner, the Engineer and their partners, officers, agents and employees have other insurance against the loss covered by said policy, that the other insurance shall be deemed excess insurance only. No exclusions shall be permitted by endorsement, with the exception of preparation or approval of maps and plans, opinions, reports, surveys, designs, or Specifications.

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5.1.1.3. SUBCONTRACTORS

Each subcontractor shall be required to maintain a Liability Policy providing the same coverage and limits of liability as those required of the Contractor. The Contractor shall retain certificates of insurance for each of his subcontractors and shall submit copies of the certificates to the Owner and Engineer.

5.1.1.4. AMOUNT OF COVERAGE

The Contractor shall maintain insurance on all motor vehicles used in conjunction with the work, which shall protect the Contractor from claims for bodily injury or property damage as may arise from the use of such motor vehicles. This insurance shall provide minimum limits of liability for bodily injury of \$1,000,000 for each person and \$1,000,000 each occurrence, and \$1,000,000 for property damage each occurrence.

5.1.2. ADDITIONAL INSURANCE

The Contractor shall also maintain the following insurance coverage:

5.1.2.1 COMPREHENSIVE AUTOMOBILE INSURANCE

The Contractor shall maintain insurance on all motor vehicles used in conjunction with the work, which shall protect the Contractor from claims for bodily injury or property damage as may arise from the use of such motor vehicles. This insurance shall provide minimum limits of liability for bodily injury of \$1,000,000 for each person and \$1,000,000 each occurrence, and \$1,000,000 for property damage each occurrence.

5.1.2.2 WORKER'S COMPENSATION INSURANCE

The Contractor shall maintain full Worker's Compensation Insurance for all persons whom he (she) may employ in prosecuting the work under this Contract. The coverage shall apply to the State of Oklahoma.

5.2 PROOF OF INSURANCE

The Contractor shall furnish the Owner with certificates of insurance for all policies required in these Contract Documents. Each such policy shall be satisfactory to the Owner and shall bear an endorsement precluding cancellation, reduction, or change in coverage without 30 days' prior written notice to the Owner. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his (her) operations under this contract.

5.3 NOTIFICATION OF INSURANCE COMPANIES

It shall be the responsibility of the Contractor to notify all insurance companies of the conditions and provisions of this contract. The insurance companies shall not receive notification by the Owner of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by the Owner or its authorized employees or agents under the terms of this Contract.

5.4 HOLD HARMLESS AGREEMENT

By entering into this Contract, the Contractor agrees to indemnify and save harmless the Owner, the Engineer and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character, brought for or on account of injuries, death, or damages to any persons or property, as may result from the operations of the Contractor or any of his (her) subcontractors, except only such damage, injury, or death as shall have been occasioned by the sole negligence of the owner or Engineer.

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5.5 LAWS TO BE OBSERVED

The Contractor shall comply with all local, State, and Federal laws and regulations applicable to this Contract.

5.6 DELIVERIES TO CONTRACTOR

Deliveries to the Contractor of any drawings, samples, notices, letters of communications by the Owner may be made directly to the Contractor, his foreman or superintendent at the site of the work, the Contractor's business address specified in the proposal or the Owner's current record of address, or the Contractor's local office. Delivery may be made either by personal delivery or through the United States Postal Service.

5.7 ASSIGNMENT OF CONTRACT

The Contract shall not be assigned in whole or in part except upon the written consent of the Owner. Any assignment agreement shall be subject to review and approval by the Owner.

5.8 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property. This requirement shall apply continuously and shall not be limited to normal working hours. The Contractor shall furnish watchmen, guards, fences, warning signs, lights, and walkways, and shall take all other necessary precautions to prevent damage to persons or property. All structures and improvements in the vicinity of the work shall be protected by the Contractor. Any property that is damaged, injured, or destroyed by the Contractor, his employees, subcontractors, or agents, shall be promptly replaced or repaired to the satisfaction of the Engineer.

5.9 CONTRACTOR'S METHODS AND SAFETY PROCEDURES

The Engineer's construction inspection does not include any review of the adequacy of the Contractor's safety measures in, on, or near the construction. The Contractor shall have full responsibility for the adequacy of all safety precautions, and for the means, methods, techniques, sequences, and procedures required to perform the work.

5.10 LIABILITY OF OWNER'S REPRESENTATIVES

The Owner, the Engineer, their partners, officers, employees, and agents shall not be held responsible for any liability arising under this Contract. The Owner and his representative shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents nor for the acts or omissions of the Contractor, and subcontractors, or any of their agents or employees, or any other persons performing any of the work.

6 PROGRESS AND COMPLETION OF WORK

6.1 SUSPENSION OF WORK

The Contractor shall give written notice to the Engineer prior to any temporary suspension of work. Suspensions shall not be made without the Engineer's written authorization.

6.2 TIME OF COMPLETION

The Contractor shall faithfully prosecute the work in accordance with the schedule as accepted by the Engineer, and shall complete the work within the time specified in the Contract Documents.

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6.3 EQUIPMENT AND METHODS

All work shall be performed with materials, tools, machinery, equipment and labor, and by such methods as are necessary to complete the work in accordance with the Contract Documents. If at any time the Contractor's plant, equipment, or labor, or any of his methods of execution of the work are deemed inefficient or inadequate by the Engineer to ensure the required quality or rate of progress, the Owner may require the Contractor to increase or improve his labor, facilities, or methods. The Contractor shall comply promptly therewith, but neither compliance with such order nor failure of the Owner to issue such orders shall relieve the Contractor from his obligation to secure the quality of construction and the rate of progress required. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his (her) equipment methods.

6.4 UNFAVORABLE WEATHER AND OTHER CONDITIONS

During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality or efficiency will be affected shall be constructed while these unfavorable conditions exist unless, by special means or precautions, the Contractor shall be able to overcome them to the satisfaction of the Engineer.

6.5 ALTERATIONS, DELETIONS AND EXTRA WORK

- 6.5.1 The Owner reserves the right to increase or decrease any portion of the work or to omit portions of the work as may be deemed necessary. The Owner may also make alterations, deviations, additions, or deletions to the work and to the Drawings and Specifications. Upon written order of the Owner, the Contractor shall proceed with the work as modified. Such work shall be considered a part of and subject to all provisions of the Contract Documents.
- 6.5.2 The Engineer may order minor changes in the work which does not involve extra cost to the Owner and which does not change the character of the work.
- 6.5.3 No claim by the Contractor for extra compensation because of any change, alteration, deletion, addition, or extra work will be paid or be payable unless a written order for such modification is signed by the authorized representative of the Owner. Adjustments in the contract price shall be made as provided under the paragraph, "Payments to Contractor" in these General Conditions. Modifications shall in no way affect, vitiate, or make void this Contract or any part thereof, except that which is necessarily affected by such alteration and is clearly the evident intention of the parties to this Contract.
- 6.5.4 If the Contractor fails to promptly perform or make satisfactory progress on any extra work authorized by the Owner, the Owner may arrange for others to complete the work. The Contractor shall not in any way interfere with the work of others.
- 6.5.5 When any changes decrease the amount of work to be done, such changes shall not constitute a basis for any claim by the Contractor. The Contractor shall not be entitled to any compensation or damages therefor.

6.6 DELAYS

6.6.1 AVOIDABLE DELAYS

- 6.6.1.1 Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor as determined by the Engineer.
- 6.6.1.2 Any delay for whatever reason in the prosecution of any part of the work, which may in itself be unavoidable but does not necessarily prevent or delay the prosecution of

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other parts of the work nor the completion of the whole work within the time herein specified, as determined by the Engineer, or any delay resulting from the Engineer's review of Contractor submittals, or the making of surveys, measurements, and inspections; shall all be deemed avoidable delays.

6.6.2 UNAVOIDABLE DELAYS

Unavoidable delays in the prosecution or completion of the work under this Contract shall include all delays beyond the control of the Contractor and which he could not have provided against by the exercise of care, prudence, foresight, or diligence. Changes in the work ordered by the Owner; failure of the Owner to provide necessary rights-of-way; and unforeseen delays in the work of other contractors employed by the Owner will all be considered unavoidable delays, so far as they interfere with the Contractor's completion of the whole of the work as determined by the Engineer.

6.6.3 NOTICE OF DELAY

Whenever the Contractor foresees any delay in the prosecution of the work or immediately upon the occurrence of any delay, he (she) shall notify the Engineer in writing. The Engineer shall determine whether the delay is to be considered avoidable or unavoidable, and its resolution. Any delays not properly brought to the attention of the Engineer at the time of their occurrence shall be deemed avoidable delays without recourse by the Contractor.

6.7 EXTENSION OF TIME

6.7.1 FOR UNAVOIDABLE DELAY

The Contractor shall be allowed, upon proper written application and approval by the Engineer and extension of time proportionate to any unavoidable delay. The Contractor shall not be charged liquidated damages for such an extension of time.

6.7.2 AVOIDABLE DELAY

The Contractor may be granted an extension of time for avoidable delays in the work. The Contractor shall submit written application to the Engineer for approval. Any such extension of time shall be subject to liquidated damages and engineering and inspection costs as indicated in the Contract Documents.

6.7.3 EFFECT OF EXTENSION OF TIME

The granting of any extension of time for an avoidable delay shall in no way operate as a waiver on the part of the Owner of its rights under this Contract.

6.8 PROOF OF COMPLIANCE WITH CONTRACT

The Contractor shall submit to the Engineer, upon request, properly authenticated documents or other satisfactory evidence that the work is in accordance with the Contract Documents.

7 PAYMENTS TO CONTRACTOR

7.1 PROGRESS PAYMENTS

7.1.1 The Owner will make payments periodically on an approximate monthly basis. Payment dates shall be either the first or third Tuesday of the month as established by the initial payment. Payment will be made on Wednesday if a holiday occurs on Monday of that week. Payment requests shall be prepared by the Contractor on forms provided by the Owner. The Contractor shall coordinate with the Engineer in preparing the estimate of work completed during the

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period. All work shall have been completed in accordance with the Contract Documents. Payment will only be made for fully completed work as determined by the Engineer. The payment request shall be submitted to the Engineer a minimum of 12, but no more than 14 calendar days prior to the payment date.

- 7.1.2 The estimates shall be subject to approval by the Engineer and the owner. The owner will pay, or cause to be paid on approval request, the estimated value of the work performed less a retained amount in accordance with the following schedule:

Five percent (5%) retainage until one hundred percent (100%) of project is complete, provided the Contractor is making satisfactory progress and there is no specific cause for greater withholding at the Engineer's discretion.

7.2 MODIFIED WORK

The Owner will prepare and issue a supplement to the Contract as required for modifications or additions outside the scope of the work. The supplement shall indicate the nature of the modified work and any adjustment in compensation due the Contractor. Adjustments in compensation shall be determined by negotiated unit prices or negotiated lump sum as selected by the Owner. The Owner may also elect to use a time and materials basis for adjusting compensation.

7.3 TIME AND MATERIALS PAYMENT

The Contractor will be paid the costs for direct labor, materials, and equipment plus a markup of 15 percent upon the Engineer's approval of the payment request. This markup shall constitute full compensation for overhead and profit. All such payments will be made to the Contractor. The Contractor shall furnish all payroll records, purchase orders, invoices, and any requested information to the Engineer for use in approving the payment request.

- 7.3.1 The direct labor cost shall be the wages paid to direct workers including foremen and superintendents devoting their exclusive attention to the work. The direct labor cost shall also include payments for health and welfare, pension, vacation, and similar fringe benefits as accepted by the Engineer.

The markup to the direct labor cost shall constitute full compensation for all payments imposed by State and Federal laws, for worker's compensation insurance, for public liability and property damage insurance, and for all other such payments made to, or on behalf of, the workers.

- 7.3.2 The Contractor will be reimbursed only for materials incorporated in the work upon approval of the Engineer. The Contractor shall furnish satisfactory evidence of the cost of materials to the Engineer for approval. If the cost of such materials is considered excessive by the Engineer, then the cost shall be determined by the lowest current wholesale price at which such materials are available in the required quantities delivered to the job site, less any discounts.

The Owner reserves the right to furnish any and all materials and the Contractor shall have no claim whatsoever.

- 7.3.3 The Contractor will be reimbursed for the use of required equipment, which shall include the cost of fuel, oil, lubrication, supplies, necessary attachments, necessary current repairs and maintenance, depreciation, storage, insurance, and all incidentals. The current rental rates of established local suppliers shall be used by the Engineer in approving the payment request.

Individual pieces of equipment having a replacement value of fifty dollars or less shall be considered small tools and equipment and no payment will be made for their use.

The rental period for equipment shall be the time the equipment is in operation on the work and shall include the time required to move the equipment to the site and return it to its original location.

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Reimbursement shall not be allowed while equipment is inoperative due to breakdowns or non-working days.

7.4 OWNER'S RIGHT TO WITHHOLD ADDITIONAL AMOUNTS

The Owner may withhold from payment to the Contractor, in addition to the retained percentage, any amount deemed necessary for:

- 7.4.1 Just claims for labor or materials.
- 7.4.2 Defective work not remedied.
- 7.4.3 Reasonable doubt that the Contract can be completed for the unpaid balance.
- 7.4.4 Damages to other Contractors.
- 7.4.5 Field engineer and inspection services and other expenses determined by the Engineer.
- 7.4.6 Unsettled claims.

The Owner shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this section to the party or parties who are entitled to payment therefrom. The Owner will provide the Contractor with a proper accounting of all such funds disbursed in his behalf.

The Owner shall also have the right, following completion and final acceptance of the work, to withhold any final amount due the Contractor until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

7.5 COST OF FIELD ENGINEERING AND INSPECTION

The Owner shall charge the Contractor for engineering and inspection expenses resulting from any overtime beyond the regular 8-hour day and for any time worked on Saturdays, Sundays, or City holidays, and each additional working day due to an avoidable delay. The Owner will require the presence of an inspector whenever the Contractor is performing work. The cost of this overtime shall be \$60.00 per hour and \$45.00 per hour for an Engineer and Inspector respectively for each hour or fraction thereof.

7.6 DEDUCTION FOR UNCORRECTED WORK

If any portion of the work done or material furnished proves defective and not in accordance with the Contract Documents, and if the imperfection is not of sufficient magnitude or importance to make the work dangerous or wholly undesirable according to the Engineer, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the Engineer shall have the right to make such determination and to retain the work instead of requiring correction. In such case, the Owner may make a just and reasonable deduction as determined by the Engineer from any payment due or to become due the Contractor.

7.7 PAYMENT FOR COMPLETION FOLLOWING TERMINATION

Upon termination of the Contract by the Owner in accordance with the Contract Documents, no further payments shall be due the Contractor.

7.8 LIQUIDATED DAMAGES

The time of completion is a basic consideration of this Contract. Should the work not be completed in all parts and in accordance with the Contract Documents on or before the time specified therein, including any extensions of time for unavoidable delay, substantial damage will be sustained by the Owner. If, because of an avoidable delay the Owner should grant to the Contractor an extension of time to finish and complete all the work, it would be difficult and impracticable to determine the actual amount of damage, which the Owner would sustain. In such case, the Contractor shall pay to the Owner, as liquidated damages and not as a

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penalty, the sum of \$500.00 plus field inspection costs for each and every calendar day required by him to complete the Contract.

7.9 ACCEPTANCE

Any part of the work may be accepted in writing by the Owner when it shall have been completed in accordance with the terms of the Contract Documents as determined by the Engineer. The Contractor shall furnish written notice to the Engineer 10 days in advance of the date upon which the work will be ready for inspection.

7.10 FINAL PAYMENT

Following completion of all the work and final acceptance by the Owner, the Contractor shall prepare a final estimate of the amount of work done and the value thereof. The final estimate shall be subject to approval by the Engineer and the Owner. Upon approval, the Owner shall pay to the Contractor the remaining balance due in accordance with the provisions of the Contract Documents.

The Contractor shall not receive final payment nor any part of the retained percentage until he furnishes to the Owner a complete release of all claims or liens for the work under this contract.

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SPECIAL PROVISIONS**

PART - 1. GENERAL

1.1. Construction Surveys.

- 1.1.1. The Contractor shall provide a land surveyor liscensed in Oklahoma to do all survey work required to complete project.
- 1.1.2. The Contractor shall carefully preserve all existing benchmarks, reference points, control points, and any stakes established by others and shall be responsible for any errors or expense resulting from damage thereto.
- 1.1.3. The Contractor shall be responsible for the accuracy of all lines and grades and for the finished work being constructed in conformity to the plans and specifications.

1.2. Explosives.

The use of explosives will not be permitted on this project.

1.3. Permits And Regulations.

- 1.3.1. The contractor shall secure and pay for all construction permits required to carry out the work unless otherwise specified and shall produce same upon demand of the Owner.
- 1.3.2. The Contractor shall give all notices and pay all fees and shall, before starting work, ascertain whether the drawings and Specifications are at variance with any codes or regulations applying at the site.
- 1.3.3. Note, fees for City permits shall be waived for this project.

1.4. Water.

- 1.4.1. The contractor may have access to approved fire hydrants to obtain water for compaction, testing and other construction uses provided a written request is submitted to and approved by the Engineer.
- 1.4.2. The cost of water will not be charged to the contractor unless wastage becomes excessive.

1.5. Classification Of Excavation.

- 1.5.1. All excavation shall be classified as unclassified excavation.
- 1.5.2. Unclassified excavation shall consist of the excavation and disposal of all materials of whatever character encountered in the work.
- 1.5.3. The Contractor shall base his bid solely upon his site investigations.
- 1.5.4. Where rock is encountered no direct payment shall be made for rock excavation as all costs in connection therewith are to be included in the unit price requiring such work.
- 1.5.5. No direct payment shall be made for earth or structural excavation, as all costs in connection therewith are to be included in the unit price items requiring such work.

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PART - 2. REMOVAL OF WATER.

- 2.1. The Contractor shall at all times during the construction of the work provide and maintain proper and adequate dewatering equipment for the removal and disposal of all surface and ground water and water from other sources entering excavations for structures, trenches, or other parts of the work. Surface water shall be diverted, and otherwise prevented from entering excavations and trenches to the greatest extent practicable without damage to adjacent property from dikes, ditches, or impounded water.
- 2.2. Excavations for structures shall be kept dry until the structure to be built therein is completed to the extent that no damage from hydrostatic pressure, floatation, or otherwise will result from contact with water. All excavations for structures which extend down to or below the static ground water elevations at the sites of such structures shall be dewatered by lowering and maintaining the ground water beneath such excavations distance of not less than 12 inches below the bottom of the excavation at all times when work thereon is in progress, during subgrade preparation and the placing of concrete reinforcement thereon and continuously thereafter until the concrete in the floor or footing containing such steel has been placed and hardened. No reinforcement steel shall be placed in water and no water shall be permitted to rise over such steel before the concrete has been deposited.
- 2.3. Pipe trenches shall be kept free from water during excavation, fine grading, pipe laying and jointing, and pipe embedment operations in an adequate and acceptable manner. Where the trench bottom is mucky or otherwise unstable because of the presence of ground water, and in all cases where the static ground water elevation is above the bottom of any trench or bell hole excavation, such ground water shall be lowered by means of well points and keep the trench free from water and the trench bottom stable, at all times when work within the trench is in progress.
- 2.4. The Contractor will be held responsible for the condition of any existing or proposed drain or other conduit or pipe line which may be used for drainage purposes in the vicinity of construction and all such pipes or conduits shall be clean and free from all sediment before acceptance thereof by the Engineer.

PART - 3. TRAFFIC CONTROL AND SAFETY

- 3.1. **Safety.** The Contractor shall provide adequate barricades, flashers and signs on the construction site, all in accordance with the Manual on Uniform Traffic Control Devices to insure the safety of workmen and the public. This shall be considered incidental to construction. Anytime that an unsafe condition exists the field inspector shall immediately halt the construction and order the unsafe practice to be corrected.
- 3.2. **Stored Materials on Public Right-of-Way.** Materials stored about the work shall be so placed as to cause no greater obstruction to the traveling public than is considered necessary by the Engineer. Sidewalks must not be obstructed unless by special permission of the Engineer.

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Neither the materials excavated nor the construction materials shall be placed so as to endanger the public or work or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric or telephone, traffic signal conduits, sewers or fire alarms in the vicinity.

- 3.3. Road Closings.** The Contractor shall notify the Engineer at least forty-eight (48) hours prior to the time he intends to obstruct any portion of any thoroughfare or street. If the Engineer agrees to the street obstruction the Contractor shall notify the Fire Department, Police Department, Ambulance service and news media twenty-four (24) hours prior to obstructing the street and when directed by the Engineer shall keep the street in condition for unobstructed use by emergency vehicles. News media notification shall include at least one local newspaper and at least one local radio station.
- 3.4. Barricades.** When 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 flagmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades, lights, and other warning devices shall as a minimum meet all AASHTO Standards. The Contractor shall comply with the Manual of Uniform Traffic Control before erecting barricades.

All open trenches shall be barricaded and marked whether on or adjacent to the traveled portion of the right-of-way or not. Trenches on or adjacent to the traveled portion of the right-of-way shall, as a minimum, be completely barricaded and shall be marked (lighted) at forty (40) foot intervals. Trenches not on the traveled portion of the right-of-way shall be barricaded as necessary and shall, as a minimum, be marked at sixty (60) foot intervals.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it.

PART - 4. UTILITY LOCATIONS.

- 4.1.** Major underground utilities crossing the work areas are shown in their approximate locations on the plans. All utilities may not be shown. The indicated locations are only general and the depths are unknown. Individual service drops or lines are not shown. The Contractor shall be responsible to determine and verify the exact location and depth to avoid interruption of services to any residence. The Contractor shall coordinate the lowering and/or relocation of any and all utilities which may interfere with the proposed construction.
- 4.2.** The Contractor shall arrange for all temporary safeguards necessary when working in proximity to utility facilities. The cost of these safeguards shall be included in other items of work. The Contractor shall give the utility company adequate notice to avoid delay of work.

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- 4.3. Prior to beginning of construction the Contractor shall have all existing underground utilities located and marked on the ground and the alignment of proposed improvements staked. These utility locations will be used to determine the necessity of revisions to the location of underground improvement prior to beginning of construction.

PART - 5. SHOP DRAWINGS AND PRODUCT DATA.

- 5.1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 5.2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 5.3. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations stated below in paragraph 5.4.
- 5.4. The Engineer will review and approve or take other appropriate action upon the Contractors submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 5.5. The Contractor shall review, approve and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

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- 5.6.** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.
- 5.7.** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.
- 5.8.** The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.
- 5.9.** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals.
- 5.10.** Shop Drawings shall be submitted for all items specifically fabricated for this Project. Product data shall be submitted for all pre-manufactured items used on this Project. Product certifications shall be provided by the manufacturer for all items which are required to meet certain standards by these specifications.
- 5.11.** Submittals shall identify details by reference to plan sheets and/or by specification numbers. Minimum sheet size for submittals shall be 8.5" x 11". When using manufacturer's standard schematic drawings, modify to delete information which is not applicable to Project. Underline, circle or otherwise indicate what item is being proposed.
- 5.12.** The Contractor shall provide the number of copies of submittals required for his own distribution plus two (2) copies which will be retained and/or distributed by the Engineer.
- 5.13.** Each submittal shall be accompanied with a transmittal letter, containing:
- Date
 - Project Title and Number
 - Contractor's name and address
 - The number of copies of shop drawings, product datum and certifications
 - Notification of deviations from Contract
- 5.14.** Submittals shall include:
- Identification of product or material
 - Relation to adjacent structure or material if applicable

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- Field dimensions, clearly identified as such
- Specification section subsection and/or addendum
- Applicable standards, such as ASTM number or ODOT Specification

PART - 6. MEASUREMENT AND PAYMENT.

It is the intent of the Proposal and these Special Conditions that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the Specifications and other Contract Documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies and appurtenances, providing all construction equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the Proposal.

PART - 7. TRADE NAMES AND MATERIALS.

Where the words "Equivalent", "Proper", or "Equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. When the words "or equal to" or other such expressions are used in the Specification in connection with a material, manufactured article or process, the material, article or process, specifically designated shall be used, unless a substitute shall have been approved in writing by the Engineer and the Engineer shall have the right to require the use of such specifically designed material, article or process.

PART - 8. STANDARD SPECIFICATIONS.

The Oklahoma State Highway Commission's "2019 Standard Specifications for Highway Construction", along with all special provisions and supplements, are hereby adopted as part of these specifications where reference is made. Said specifications will be hereinafter referred to as the "Standard Specifications", "ODOT Specifications", or "ODOT." However, portions of the Standard Specifications referring to Basis of Payment or contract provisions are not applicable to these specifications. When ODOT Specifications conflict with these specifications or the Construction Drawing, the more stringent shall apply.

PART - 9. PROTECTION OF PROPERTY.

- 9.1. The protection of City, State and Government monuments, street signs and other Owner's property is of prime importance, and if the same be damaged, destroyed or removed, they shall be repaired, replaced or paid for by the Contractor. Disturbance to this property must first be approved by the agency which owns or controls the property.

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SPECIAL PROVISIONS

- 9.2.** No valves or other control on any utility main or building service line shall be operated by the Contractor.
- 9.3.** At places where the Contractor's operations are adjacent to railway, telegraph, telephone, electric and/or gas lines, or water, sanitary sewers and storm sewers, damage to which results in expense, loss or inconvenience, work shall not proceed until all arrangements necessary for the protection of said lines have been made.
- 9.4.** The Contractor shall cooperate with the Owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum. The revision and/or crossing of the various types of lines shall be made as follows:
- 9.4.1. All overhead and buried telephone and electrical conduits crossed by the construction of this project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The Contractor shall notify the companies and obtain their permission before making any crossings. The crossing of said lines shall be at the expense of the Contractor. Any overhead cables or buried cables or conduits damaged by the Contractor shall be repaired at his expense to the satisfaction of the Engineer and the Owner.
- 9.4.2. The contractor shall not remove any water or sanitary sewer lines unless directed by the Engineer or as required by the Drawings and Specifications, and shall adequately brace and protect them from any damage during construction. Any existing water main or sewer main or lateral damage caused by the Contractor's operations will be repaired by the Contractor. The repairs will be made at the Contractor's expense.
- 9.5.** The location of utility service lines serving individual properties are not shown on the Drawings, but the Contractor shall assume that such service lines exist and it shall be the responsibility of the Contractor to contact the necessary utilities and have all utilities located. It shall be the responsibility of the Contractor to make any necessary changes in the line and/or grade of such services, or to secure the necessary changes therein to be made by the particular utility company involved or other owner thereof, or by an agent or individual Contractor approved by such utility company or other owner. Contractor shall pay the cost of all such revisions whether performed by Contractor, the utility company or other owner, or an approved Contractor. In the event of interruption of a utility service as a result of accidental breakage, Contractor shall promptly notify the Engineer and the owner of the utility, and shall repair or cause the same to be repaired, in the same manner as necessary changes above are provided for, the Contractor shall do all things necessary to see that the restoration of services are done as promptly as may be reasonably done. All sanitary sewer service lines damaged shall be replaced with cast iron pipe regardless of type or kind damaged.

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SPECIAL PROVISIONS**

- 9.6.** In the event the Contractor in any way fails to comply with the requirements of protecting, repairing and restoring of any utility or utility service, the Owner may, upon forty-eight (48) hours written notice proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary, and the cost thereof will be deducted from any money due or which may become due the Contractor pursuant to the terms of his contract.

PART - 10. SCHEDULES.

The Contractor shall provide the following relative to project schedules.

- 10.1. Project Schedule:** The Contractor shall furnish the Engineer with a tentative schedule setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete the separate portions of the work. The schedule shall be updated and submitted to the Engineer on a monthly basis corresponding with the date of the monthly progress meetings. If at any time, in the opinion of the Engineer, proper progress is not being obtained, such changes shall be made in the schedule of operations which will satisfy the Engineer that the work will be completed within the period stated in the contract, or extension thereof made as herein provided.
- 10.2. Weekly Schedule of Work:** The Contractor shall submit to the Resident Project Representative a schedule of work to be performed each week. The listing shall include the work to be performed each day of the week and the locations. The schedule shall be submitted by the close of business on the Friday before the week covered by the schedule.

PART - 11. SUBCONTRACTORS.

Contractor shall prepare list of proposed subcontractors including material suppliers and submit to Engineer for approval before subcontracts are awarded.

11.1. Safety Standards And Accident Prevention.

With respect to all work performed under this Contract the Contractor shall:

- 11.1.1. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1910 or 1926, as applicable.
- 11.1.2. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.

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- 11.1.3. Submit for review by the Owner and Engineer a safety plan which addresses all applicable safety requirements of current Federal and State laws and outlines procedures for implementation. The plan shall be submitted on or before the seventh calendar day following the effective date of the Notice to Proceed. No field work except mobilization and initial site inspection shall be allowed until the plan is acknowledged by the Engineer.
- 11.1.4. Submit completed confined space entry forms on a monthly basis covering all confined space entries during the previous calendar month. The reports shall be submitted to the Engineer at the monthly progress meeting.

11.2. Access To The Work.

Some of the structures, pipeline segments, and swales scheduled for installation or replacement in the project are located on or near private property. Access to these pipeline segments is provided by easements and/or right-of-way; however, the legal access may be covered with private improvements such as fences, landscaping, out-buildings, etc. All proposed easements as indicated on the Construction Drawing may not be available during construction. In addition, the easements and/or right-of-way width covering the proposed work may not be sufficient for the Contractor's construction methods. In such cases, the Contractor shall work with the landowners to find alternative methods of access, and, if necessary, to gain additional work space. A written, signed agreement carefully detailing all provisions shall be obtained by the Contractor. Provisions of all agreements for restoration of removed or damaged private property shall be the responsibility of the Contractor and become part of the work. Private improvements located on the legal access shall be removed and replaced as required by the Contractor at his expense. In such cases the Contractor shall minimize the damage to private property and shall make every effort to work with the landowner. Fences, pavement, out-buildings, and other improvements located on the legal access shall be removed and replaced by the Contractor at NO additional cost to the Owner.

11.3. Monthly Progress Meetings.

The Contractor shall schedule and conduct project progress meetings on a monthly basis and also any additional meetings requested by the Owner or Engineer. The Contractor, Engineer, and all Subcontractors active on the site shall be represented at each meeting. Contractor may, at his discretion, request attendance by other parties involved in the project.

The Contractor shall preside over the meetings. Meeting minutes shall be prepared by the Contractor and distributed to the Owner, Engineer and Resident Project Representative. The purpose of the meetings shall be to review the progress of the Work, coordinate efforts of all parties, discuss any changes in scheduling, and resolve any problems and/or citizen complaints.

11.4. Field Office.

During the performance of this contract a field office is not required.

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11.5. Testing Laboratory Services.

Refer to ODOT Specifications for testing requirements. Also See Part – 13. Quality Control.

11.6. Erosion Control & Pollution Prevention Plan.

This item shall govern the control measures necessary to prevent and control soil erosion, sedimentation and storm water pollution which may degrade receiving waters including rivers, streams, lakes reservoirs, ground water and wetlands. The control measures contained herein shall be installed and maintained throughout the construction contract and coordinated with the permanent or existing temporary pollution control features specified elsewhere in the Plans and Specifications to assure effective and continuous water pollution control throughout the construction and post construction period. These control measures shall not be used as a substitute for the permanent pollution control measures unless otherwise directed by the Engineer in writing. The controls may include silt fences, sediment filters, dikes, dams, berms, sediment basins, mats, soil retention blankets, temporary seeding, mulch, channel liners, slope drains and other structural or non-structural water pollution controls.

Prior to the start of any construction, the Contractor shall submit for approval to Engineering Department,

- 11.6.1. An Erosion Control Plan showing proposed methods of erosion control and plans for disposal of any waste material. Include in planning, areas outside construction limits such as construction and haul roads, field offices, equipment and supply areas, and material sources.
- 11.6.2. A Notice of Intent (NOI) for Storm Water Discharge shall be required for all projects that disturb one or more acres.
- 11.6.3. Notice of Intent shall also be required for any projects that disturb less than one acre when they are a part of a larger common plan of development or sale that will ultimately disturb an area equal to or greater than one acre.
- 11.6.4. The Notice of Intent (NOI) for Storm Water Discharges must be prepared in accordance with the requirements of ODEQ / EPA as applicable.
- 11.6.5. When an NOI is required, a Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and submitted by an individual experienced in the preparation of SWPPP's, and shall include construction sequencing schedule for the accomplishment of appropriate pollution control measures.

No work shall begin on project until the above required items have been submitted, reviewed and approved by the Engineer in writing.

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PART - 12. THE SWPPP SHALL ADDRESS THE FOLLOWING REQUIREMENTS:

- 12.1. All disturbed surface areas exposed by construction operations shall require stormwater pollution prevention control best management practices be used to prevent or minimize impact to receiving waters per applicable Oklahoma Department of Environmental Quality (ODEQ) requirements and applicable City of Bartlesville Codes and Regulations. Contractor shall make every effort to limit the amount of disturbed soil exposed at any given time.
- 12.2. Should control measures fail to function effectively, Contractor shall act immediately to bring the erosion and sedimentation under control by maintaining existing controls and by providing additional controls as needed. When in the opinion of the Engineer the site is adequately stabilized, the control measures shall be removed and properly disposed of by the Contractor.
- 12.3. For areas of the State which have an average annual rainfall less than 20 inches and where stabilization is precluded by seasonal arid conditions, stabilization measures shall be implemented as soon as practicable. For all areas of the State with an average annual rainfall greater than 20 inches, in any disturbed area where construction activities have ceased, permanently or temporarily, the Contractor shall stabilize the area by the use of seeding, mulching, soil retention blankets or other appropriate measures within 14 days, unless construction activities are scheduled to resume within 21 days. **(Bartlesville's average rainfall is over 40 inches.)**
- 12.4. The Contractor shall effectively prevent and control erosion and sedimentation on the site at the earliest practicable time as outlined in the approved SWPPP. Control measures, where applicable, will be implemented prior to the commencement of each construction operation or immediately after the area has been disturbed.
- 12.5. Disposal areas, stockpiles and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wetland, waterbody or streambed. Construction roads may not be located in or cross any waterbody or streambed without prior approval of the Engineer and shall be done in compliance with applicable rules and regulations.
- 12.6. Construction operations in rivers, streams, lakes, wetlands and other waterbodies shall be restricted to those areas where it is necessary to perform the work shown on the Plans. Wherever streams are crossed, temporary bridges, timber mats or other structures shall be used, as directed by the Engineer. The use of a work road within a stream channel shall be minimized to the greatest extent practicable.
- 12.7. Protected storage for paints, chemicals, solvents, fertilizers and other potentially toxic materials will be provided by the Contractor and on the location approved by the Engineer.

**SECTION 01000
SPECIAL PROVISIONS**

- 12.8.** Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants and their location will be approved by the Engineer. The Contractor shall prevent pollution or receiving waters with petroleum products or other hazardous or regulated substances. When work areas of material sources are located adjacent to a waterbody, control measures such as dikes, gabions or rock berms shall be used to keep sediment and other contaminants from entering the adjacent waterbody. Care shall be taken during the construction and removal of such barriers to minimize down-gradient sedimentation.
- 12.9.** All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, debris or other obstructions placed during construction operations that are not a part of the finished work.
- 12.10.** Disturbance of existing vegetation shall be minimized and limited to only those areas approved by the Engineer.
- 12.11.** Construction entrances shall be stabilized by the use of rock, timber matting or other acceptable techniques to minimize the off-site vehicle tracking of sediment.
- 12.12.** The project will not be accepted until, in the opinion of the Engineer, the Contractor has established a uniform perennial vegetative cover with a density of 70 percent in all areas not covered by permanent structures, or that equivalent permanent or temporary stabilization measures (such as riprap, gabions, soil retention blankets, mulching or geotextiles) have been employed.
- 12.13.** After acceptance of the project by the Owner, the Owner will be responsible for maintenance of permanent erosion control practices.
- 12.14.** Development of the Storm Water Pollution Prevention Plan, temporary erosion, sedimentation and stormwater pollution prevention and control will not be measured for payment but shall be included in other items of work with the exception of bale barriers, silt fence, and permanent sodding or seeding. Pollution control measures may be applicable to construction work outside the right of way where such work is necessary as a result of related construction such as material-source operations, haul roads and equipment-storage sites. Pollution control measures outside the right-of-way or easement will not be measured for payment but shall be performed at the Contractor's expense.
- 12.15.** In case of failure on the part of the Contractor to prevent and control soil erosion, sedimentation and water pollution which may degrade receiving water, the Engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be deducted from any monies due or to become due to the Contractor.

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SPECIAL PROVISIONS**

PART - 13. CONTRACTOR QUALITY CONTROL

All material testing during construction determined to be needed by Owner, shall be provided by an independent testing laboratory certified by the American Council of Independent Laboratories which shall be retained and paid for by the Owner. All testing methods shall be in accordance with applicable sections in the Standard Specifications. Each test report shall be submitted to the Engineer within 48 hours after test is completed. The testing laboratory shall give the engineer immediate verbal notification of any testing failure or irregularity. Material testing and certification shall be in accordance with the following schedule:

13.1 Minimum Sampling and Testing Schedule

13.1.1. Embankement

In place Density and Moisture Content	One per 1,000 linear feet per lift.
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13.1.2. Borrow Excavation

Classification	One per each source per 3,000 C.Y.
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13.1.3. Subgrade

In Place Density & Moisture Content	One each 500 linear feet.
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13.1.4. Aggregate Base

Quality L.A. abrasion	One per Source
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Gradation, L.L., & P.I.	One per 750 C.Y.
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Thickness in Place	One per 500 linear feet.
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13.1.5. Lime Stabilized Subgrade

In Place Density & Moisture Content	One per 500 linear feet.
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13.1.6. Rip Rap

Material	Field Inspection of material at source by project personnel.
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**SECTION 01000
SPECIAL PROVISIONS**

13.1.7	Filter Blanket	
	Quality	One per each source
	Gradiation	Each 500 Ton or minimum of one per job.
13.1.8	Concrete Fine Aggregate	
	Quality	One per each source.
	Gradiation	One per 300 Tons.
13.1.9	Concrete Course Aggregate	
	Quality	One per each source.
	Gradiation	One per 300 Tons.
13.1.10.	Concrete	
	Slump & Air Content	Test first delivery and every 3rd unit thereafter and for each set of cylinders.
	Cylinders	One set of 3 cylinders for each days pour larger than 15 C.Y. and one set of 3 cylinders for each 50 C.Y. for 28 day strength. Pours smaller than 15 C.Y. to be casted and tested as required by Engineer to insure quality.
13.1.11.	Asphalt Concrete	
	Asphalt	One refinery certificate with test results each shipment

**SECTION 01000
SPECIAL PROVISIONS**

Aggregate	Preliminary, one L.A. abrasion test each source.
Mix	Extraction (asphalt, moisture and gradation) one each day or one each 500 tons, whichever is more frequent.
Mix Thickness	Two cores each day.
Density	Two each day or one per 500 tons, whichever is more frequent
13.1.12. Backfill for Cross Drain Culverts	
Density	Two each installation.

END OF SECTION 01000

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award water line and wastewater line material bids for the Water Distribution and Wastewater Maintenance departments, presented by Paul Stuart.

Budget and Source of Funds:

\$215,000 – Water Distribution Operating Fund

\$75,000 – Wastewater Maintenance Operating Fund

Attachments:

Bid tabulations

II. STAFF COMMENTS AND ANALYSIS

Bids for water and wastewater materials are taken on an annual basis. Bid packets were advertised in the local newspaper and sent to 13 vendors. Three (3) bids were received. There are over 200 material items requested for bid, which are shown by the attached bid tabulation. The quantities within the tabulation are estimates of materials for the coming fiscal year. Materials are purchased on an as needed basis to repair and maintain the water distribution and wastewater collection systems.

The total bid price for the water distribution materials is \$284,796.90, which represents a 39% increase from last fiscal year, and is \$69,796.90 over the available budget. Historically, the City purchases about 75% of the items included in the bid, but all the items are bid to establish a price in case we need to purchase it. Thus, there are sufficient funds within the water distribution operating fund to move forward with the award.

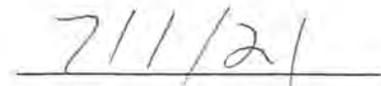
The total bid price for the wastewater collection materials is \$27,500.96, which represents a 49% increase from last fiscal year. The material bid for wastewater maintenance is under the available operating budget by \$47,499.04.

III. RECOMMENDED ACTION

Staff recommends award to the vendor who submitted the low bid meeting specifications, which are highlighted within the attached bid tabulation.



Council Member or Staff Member



Date

CITY OF BARTLESVILLE
 WATER AND WASTEWATERLINE REPAIR MATERIALS
 2021-2022-001

WATER & WASTEWATER MATERIALS - SECTION A: PIPE & TUBING					
LOW BIDDER - RECOMMEND AWARD			TIE BID		
Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
1	Poly Wrap (bid per roll <u>18" X 200'</u> per roll) CORE & MAIN 18" X 200' = 68.00 WIN WATER 52" X 200' = 233.88	10 rl	\$ 68.00	NO BID	\$ 233.88
2	Caution Tape (bid per roll <u>1,000'</u> per roll) CORE & MAIN = 500' ROLL WIN WATER = 1,000' ROLL	10 rl	\$ 15.00	NO BID	\$ 12.06
3	Detectable Locator Tape (bid per roll <u>1,000'</u> per roll) CORE & MAIN = 1,000' ROLL WIN WATER = 1,000' ROLL	5 rl	\$ 20.00	NO BID	\$ 26.25
4	Poly Tape (bid per roll <u>200'</u> per roll) CORE & MAIN = 100' ROLL WIN WATER = 100' ROLL	5 rl	\$ 5.50	NO BID	\$ 5.50
5	#12 Solid Wire THHN (bid per roll)	12 rl	\$ 75.00	NO BID	\$ 59.38

CITY OF BARTLESVILLE
WATER AND WASTEWATERLINE REPAIR MATERIALS
2020-2021-001

WATER MATERIALS - SECTION B: DUCTILE IRON FITTINGS

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
1	4" Mega Lugs (DIP)	8 ea	\$ 39.00	NO BID	\$ 41.55
2	4" Mega Lugs (PVC) w/ 4 wedge	8 ea	\$ 46.00	NO BID	\$ 47.75
3	6" Mega Lugs (DIP)	30 ea	\$ 48.00	NO BID	\$ 51.32
4	6" Mega Lugs (PVC) w/ 6 wedge	100 ea	\$ 60.00	NO BID	\$ 59.78
5	8" Mega Lugs (DIP)	10 ea	\$ 69.00	NO BID	\$ 69.93
6	8" Mega Lugs (PVC) w/ 6 wedge	100 ea	\$ 79.00	NO BID	\$ 80.65
7	14" Mega Lugs (DIP) w/10 wedge	2 ea	\$ 168.00	NO BID	\$ 177.79
8	14" Mega Lugs (PVC) w/10 wedge	2 ea	\$ 218.00	NO BID	\$ 232.24
9	6" MJ 11 1/4° Bend	5 ea	\$ 118.00	NO BID	\$ 78.28
10	8" MJ 11 1/4° Bend	2 ea	\$ 148.00	NO BID	\$ 105.95
11	6" MJ 22 1/2° Bend	5 ea	\$ 115.00	NO BID	\$ 74.53
12	8" MJ 22 1/2° Bend	2 ea	\$ 158.00	NO BID	\$ 116.72
13	4" MJ 45° Bend	2 ea	\$ 82.00	NO BID	\$ 51.56
14	6" MJ 45° Bend	15 ea	\$ 120.00	NO BID	\$ 82.03
15	8" MJ 45° Bend	5 ea	\$ 162.00	NO BID	\$ 119.53
16	6" MJ 90° Bend	6 ea	\$ 140.00	NO BID	\$ 101.25
17	8" MJ 90° Bend	3 ea	\$ 189.00	NO BID	\$ 146.25
18	4" MJ Bolt Pack	24 ea	\$ 15.50	NO BID	\$ 16.41
19	12" MJ Bolt Pack	12 ea	\$ 28.00	NO BID	\$ 29.06
20	4" MJ Plug	2 ea	\$ 43.00	NO BID	\$ 29.06
21	6" MJ Plug	6 ea	\$ 74.00	NO BID	\$ 54.38
22	8" MJ Plug	2 ea	\$ 101.00	NO BID	\$ 80.16
23	4 x 2 MJ Plug	2 ea	\$ 66.00	NO BID	\$ 53.44
24	8 x 6 MJ Reducer	2 ea	\$ 129.00	NO BID	\$ 85.78
25	6 x 6 x 6 MJ Swivel Tee	6 ea	\$ 205.00	NO BID	\$ 167.34

CITY OF BARTLESVILLE
 WATER AND WASTEWATERLINE REPAIR MATERIALS
 2020-2021-001

WATER MATERIALS - SECTION B: DUCTILE IRON FITTINGS

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
26	8 x 8 x 6 MJ Swivel Tee	4 ea	\$ 250.00	NO BID	\$ 209.53
27	6 x 6 x 6 MJ Straight Tee	6 ea	\$ 210.00	NO BID	\$ 145.31
28	8 x 8 x 6 MJ Straight Tee	4 ea	\$ 245.00	NO BID	\$ 180.00
29	8 x 8 x 8 MJ Straight Tee	4 ea	\$ 280.00	NO BID	\$ 217.50
30	4 x 2 MJ Tapped Plug	2 ea	\$ 58.95	NO BID	\$ 53.44
31	6 x 2 MJ Tapped Plug	4 ea	\$ 88.25	NO BID	\$ 78.28
32	8 x 2 MJ Tapped Plug	2 ea	\$ 109.85	NO BID	\$ 104.53
33	4" Solid Sleeves (12" Length)	8 ea	\$ 74.00	NO BID	\$ 54.84
34	6" Solid Sleeves (12" Length)	24 ea	\$ 120.00	NO BID	\$ 91.88
35	8" Solid Sleeves (12"Length)	8 ea	\$ 169.00	NO BID	\$ 147.66
36	10" Solid Sleeves (12" Length)	2 ea	\$ 195.00	NO BID	\$ 176.72
37	12" Solid Sleeves (12" Length)	8 ea	\$ 245.00	NO BID	\$ 237.66
38	14" Solid Sleeves (12" Length)	2 ea	\$ 350.00	NO BID	\$ 359.06
39	3/4"x4" T Bolts	100 ea	\$ 1.65	NO BID	\$ 2.11

CITY OF BARTLESVILLE
WATER AND WASTEWATERLINE REPAIR MATERIALS
2020-2021-001

WATER MATERIALS - SECTION C: VALVES, HYDRANTS, METERS & BOXES

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
1	3" Fire Hydrant Meter	3 ea	\$ 1,500.00	NO BID	\$ 653.70
2	4 1/2" Fire Hydrant Main Valve, Mueller CMV	6 ea	\$ 295.00	NO BID	NO BID
3	5 1/4" Fire Hydrant Main Valve, Mueller	8 ea	\$ 345.00	NO BID	NO BID
4	5 1/4" Fire Hydrant Main Valve, Kennedy, KB-10	8 ea	\$ 345.00	NO BID	NO BID
5	5 1/4" Fire Hydrant Repair Kit, Kennedy, KB-10	4 ea	\$ 250.00	NO BID	NO BID
6	5 1/4" Fire Hyd. Main Valve (Old) M250 US	12 ea	\$ 150.00	NO BID	NO BID
7	5 1/4" Fire Hyd. Main Valve (New) M94-250 US	12 ea	\$ 150.00	NO BID	NO BID
8	5 1/4" Fire Hydrant Repair Kit, U.S.	6 ea	\$ 195.00	NO BID	NO BID
9	Fire Hydrant, 3' Bury	3 ea	\$ 1,955.00	NO BID	\$ 1,973.59
10	Fire Hydrant, 3.5' Bury	2 ea	\$ 2,005.00	NO BID	\$ 2,023.95
11	Fire Hydrant, 4' Bury	2 ea	\$ 2,050.00	NO BID	\$ 2,074.80
12	Fire Hydrant, 4.5' Bury	3 ea	\$ 2,100.00	NO BID	\$ 2,124.68
13	Fire Hydrant, 5' Bury	3 ea	\$ 2,125.00	NO BID	\$ 2,175.04
14	Traffic Repair Kits for Mueller Centruian 022MUA301	3 ea	\$ 195.00	NO BID	NO BID
15	Rubber O-Rings for U.S. Hydrant (Standpipe seal)	18 ea	\$ 19.00	NO BID	NO BID
16	Large Meter Boxes Complete with Lids	15 ea	\$ 255.00	NO BID	\$ 278.64
17	Small Meter Boxes	300 ea	\$ 64.00	NO BID	\$ 84.03
18	Small Meter Box Lids	20 ea	\$ 28.00	NO BID	\$ 48.46
19	5 1/4" x 2 1/4" Valve Box Extension	24 ea	\$ 12.50	NO BID	\$ 8.67
20	5 1/4" x 4" Valve Box Extension	20 ea	\$ 15.00	NO BID	\$ 15.57
21	Valve Box, Short Adj. 10"-Top 16"-Bottom COMPLETE	36 ea	\$ 40.95	NO BID	\$ 32.66
22	Valve Box, Tall Adj. 16"-Top, 24"-Bottom COMPLETE	50 ea	\$ 51.00	NO BID	\$ 46.88

CITY OF BARTLESVILLE
 WATER AND WASTEWATERLINE REPAIR MATERIALS
 2020-2021-001

WATER MATERIALS - SECTION C: VALVES, HYDRANTS, METERS & BOXES

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
23	10" Valve Box Tops	10 ea	\$ 19.50	NO BID	\$ 11.72
24	16" Valve Box Tops	10 ea	\$ 30.00	NO BID	\$ 17.34
25	16" Valve Box Bottoms	10 ea	\$ 30.00	NO BID	\$ 15.94
26	24" Valve Box Bottoms	10 ea	\$ 33.00	NO BID	\$ 22.03
27	3" RW MJ Gate Valve	3 ea	\$ 435.00	\$ 369.53	\$ 477.70
28	4" RW MJ Gate Valve	6 ea	\$ 480.00	\$ 412.95	\$ 533.81
29	6" RW MJ Gate Valve	25 ea	\$ 625.00	\$ 526.95	\$ 681.19
30	8" RW MJ Gate Valve	5 ea	\$ 995.00	\$ 839.30	\$ 1,084.95
31	4" RW Flange x MJ Tapping Valve	1 ea	\$ 612.00	\$ 551.65	\$ 673.43
32	6" RW Flange x MJ Tapping Valve	10 ea	\$ 875.00	\$ 564.50	\$ 951.29
33	8" RW Flange x MJ Tapping Valve	5 ea	\$ 1,350.00	\$ 1,134.00	\$ 1,465.94
34	Water Sample Stations Eclipse #88	5 ea	\$ 898.00	NO BID	\$ 1,026.56

CITY OF BARTLESVILLE
WATER AND WASTEWATERLINE REPAIR MATERIALS
2020-2021-001

WATER MATERIALS - SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
Dressers					
1	3/4" Galvanized Dressers	20 ea	\$ 19.75	NO BID	\$ 20.01
2	1" Galvanized Dressers	20 ea	\$ 23.00	NO BID	\$ 27.50
Couplings					
3	1" Bolted Coupling	20 ea	\$ 34.30	NO BID	\$ 20.05
4	1.5" Bolted Coupling	12 ea	\$ 34.50	NO BID	\$ 26.25
5	2"x5" Bolted Coupling #411	24 ea	\$ 42.00	NO BID	\$ 30.37
6	3" Bolted Coupling #461 OD 3.46-4.21	2 ea	\$ 98.00	NO BID	\$ 90.23
7	4" Bolted Coupling #461 OD 4.20-5.33	6 ea	\$ 129.00	NO BID	\$ 120.21
8	6" Bolted Coupling #461 OD 6.54-7.65	20 ea	\$ 180.00	NO BID	\$ 172.50
9	8" Bolted Coupling #461 8.54 x 9.90	15 ea	\$ 210.00	NO BID	\$ 215.55
10	10" Bolted Coupling #462 OD 10.65-12.20	4 ea	\$ 315.00	NO BID	\$ 288.75
11	12" Bolted Coupling #462 OD 12.75 - 14.40	4 ea	\$ 370.00	NO BID	\$ 323.75
12	3/4" Galv. Comp Coupling #522	36 ea	\$ 19.75	NO BID	\$ 8.75
13	1" Galv. Comp Coupling #522	30 ea	\$ 23.00	NO BID	\$ 11.25
14	2" Galv. Comp. Coupling #522	24 ea	\$ 22.25	NO BID	\$ 22.50
# 248 Clamps					
15	1-1/2" x 3" Clamp #248 SB OD 1.88-1.90	6 ea	\$ 17.50	NO BID	\$ 10.11
16	1-1/2" x 6" Clamp #248 SB OD 1.88-1.90	15 ea	\$ 33.00	NO BID	\$ 20.05
# 261 Clamps (Single Band)					
17	2"x 7-1/2" Clamp #261 OD 2.35-2.63	5 ea	\$ 41.00	NO BID	\$ 56.25
18	4" x 7-1/2" Clamp #261 OD 4.74-5.41	5 ea	\$ 52.00	NO BID	\$ 71.25
19	4" x 12" Clamp #261 OD 4.74-5.14	5 ea	\$ 79.00	NO BID	\$ 111.25
20	4" x 15" Clamp #261 OD 4.74-5.14	5 ea	\$ 88.00	NO BID	\$ 126.25
21	6" x 7-1/2" Clamp #261 OD 6.56-6.96	2 ea	\$ 62.00	NO BID	\$ 85.88

CITY OF BARTLESVILLE
WATER AND WASTEWATERLINE REPAIR MATERIALS
2020-2021-001

WATER MATERIALS - SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
22	6" x 7-1/2" Clamp #261 OD 6.84-7.24	36 ea	\$ 65.00	NO BID	\$ 85.88
23	6" x 7-1/2" Clamp #261 OD 7.05-7.45	5 ea	\$ 66.00	NO BID	\$ 85.88
24	6" x 12-1/2" Clamp #261 OD 6.84-7.24	20 ea	\$ 101.00	NO BID	\$ 136.25
25	6" x 12-1/2" Clamp #261 OD 7.05-7.45	10 ea	\$ 102.00	NO BID	\$ 136.25
26	6" x 15" Clamp #261 OD 6.56-6.96	2 ea	\$ 115.00	NO BID	\$ 151.25
27	6" x 15" Clamp #261 OD 6.84-7.24	20 ea	\$ 110.00	NO BID	\$ 151.25
28	6" x 15" Clamp #261 OD 7.05-7.45	2 ea	\$ 110.00	NO BID	\$ 151.25
29	8" x 7-1/2" Clamp #261 OD 8.54-8.94	2 ea	\$ 72.00	NO BID	\$ 98.75
30	8" x 7-1/2" Clamp #261 OD 8.99-9.39	15 ea	\$ 72.00	NO BID	\$ 98.75
31	8" x 7-1/2" Clamp #261 OD 9.05-9.39 (Part #90507)	4 ea	\$ 72.00	NO BID	\$ 185.34
32	8" x 12-1/2" Clamp #261 OD 8.54-8.94	10 ea	\$ 116.00	NO BID	\$ 157.50
33	8" x 12-1/2" Clamp #261 OD 8.99-9.39	10 ea	\$ 116.00	NO BID	\$ 157.50
34	8" x 15" Clamp #261 OD 8.54-8.94	2 ea	\$ 126.00	NO BID	\$ 185.34
35	8" x 15" Clamp #261 OD 8.99-9.39	10 ea	\$ 129.00	NO BID	\$ 185.34
36	10" x 15" Clamp #261 OD 11.04-11.44	2 ea	\$ 169.00	NO BID	\$ 406.25
# 262 Clamps (Double Band)					
37	6" x 7-1/2" Clamp #262 OD 6.84-7.64	2 ea	\$ 91.50	NO BID	\$ 115.12
38	6" x 15" Clamp #262 OD 6.84-7.64	2 ea	\$ 170.00	NO BID	\$ 205.22
39	8" x 7-1/2" Clamp #262 OD 8.99-9.79	2 ea	\$ 105.00	NO BID	\$ 133.75
40	8" x 15" Clamp #262 OD 8.99-9.79	2 ea	\$ 195.00	NO BID	\$ 250.50
41	10" x 15" Clamp #262 OD 11.10-11.90	2 ea	\$ 240.00	NO BID	\$ 310.98
42	10"x20" Clamp #262 OD 11.10-11.90	2 ea	\$ 320.00	NO BID	\$ 555.37
# 662 Wet Tap Saddles					
43	6"x4" Wet Tap Saddle CIOD #662	2 ea	\$ 375.00	\$ 399.65	\$ 497.50

CITY OF BARTLESVILLE
WATER AND WASTEWATERLINE REPAIR MATERIALS
2020-2021-001

WATER MATERIALS - SECTION D: COUPLINGS, CLAMPS, TAPPING SLEEVES

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
44	6"x6" Wet Tap Saddle Transite Pipe #662	2 ea	\$ 395.00	\$ 457.05	\$ 530.47
45	6"x6" Wet Tap Saddle CIOD #662	5 ea	\$ 395.00	\$ 457.05	\$ 530.47
46	8"x6" Wet Tap Saddle CIOD #662	2 ea	\$ 495.00	\$ 460.70	\$ 527.50
47	8"x8" Wet Tap Saddle CIOD #662	2 ea	\$ 590.00	\$ 581.18	\$ 707.50

CITY OF BARTLESVILLE
 WATER AND WASTEWATERLINE REPAIR MATERIALS
 2020-2021-001

WATER MATERIALS - SECTION E: BRASS, COPPER, SERVICE SADDLES						
LOW BIDDER - RECOMMEND AWARD						
Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER	
1	3/4" Angle Ball Meter Stop BA13-232W	100 ea	\$ 31.97	\$ 31.89	\$ 37.28	
2	3/4" Angle Ball Meter Valve, BA23-332-W	50 ea	\$ 62.30	\$ 62.18	\$ 72.68	
3	3/4" Angle Ball Meter Valve, BA43-232-W	50 ea	\$ 37.55	\$ 37.44	\$ 43.76	
4	3/4" Angle Ball Meter Valve BA- 43-332-W	50 ea	\$ 63.50	\$ 63.95	\$ 74.74	
5	1" Angle Ball Meter Valve BA43-444-W	50 ea	\$ 95.55	\$ 95.97	\$ 112.16	
6	1" Angle Key Meter Valve (Female) KV13-444W (Stops)	50 ea	\$ 40.30	\$ 40.19	\$ 46.98	
7	1" Angle Key Meter Valve (Flare) KV23- 444 W	50 ea	\$ 42.90	\$ 42.89	\$ 50.13	
8	1" Angle Key Meter Valve (Compression) KV43-444W (Stops)	50 ea	\$ 46.05	\$ 45.88	\$ 53.63	
9	1 1/2" Ball Valve Curb Stop B11-666W	6 ea	\$ 139.25	\$ 140.07	\$ 163.71	
10	2" Ball Valve Curb Stop B11-777-W	6 ea	\$ 203.45	\$ 203.81	\$ 238.20	
11	3/4" Ball Corp Stop FB-1000-3	100 ea	\$ 40.70	\$ 40.76	\$ 47.64	
12	1" Ball Corp Stop FB-1000-4	50 ea	\$ 53.20	\$ 53.60	\$ 62.65	
13	1 1/2" Ball Corp Stop FB-1000-6	10 ea	\$ 120.40	\$ 120.16	\$ 140.44	
14	2" Ball Corp Stop FB-1000-7	15 ea	\$ 197.75	\$ 198.74	\$ 232.28	
15	3/4" Insert, #51	500 ea	\$ 1.35	\$ 1.53	\$ 1.76	
16	1" Insert, #52	500 ea	\$ 1.45	\$ 1.63	\$ 1.87	
17	1.5" Insert #54	300 ea	\$ 1.95	\$ 2.24	\$ 2.56	
18	2" Insert #55	300 ea	\$ 1.95	\$ 2.24	\$ 2.56	
19	3/4"x1" A-24 Adapters	50 ea	\$ 22.00	\$ 10.50	\$ 12.28	
20	3/4" Pack Joint Coupling C-14-33	75 ea	\$ 13.25	\$ 13.28	\$ 15.53	
21	3/4" Pack Joint Coupling C-84-33	100 ea	\$ 12.60	\$ 12.63	\$ 14.76	
22	3/4" Pack Joint Coupling L-84-33	100 ea	\$ 13.80	\$ 13.83	\$ 16.16	
23	3/4" Pack Joint Coupling C-44-33	75 ea	\$ 15.32	\$ 15.38	\$ 17.98	
24	3/4" Pack Joint Coupling L-14-33	50 ea	\$ 17.95	\$ 17.93	\$ 20.97	

CITY OF BARTLESVILLE
WATER AND WASTEWATERLINE REPAIR MATERIALS
2020-2021-001

WATER MATERIALS - SECTION E: BRASS, COPPER, SERVICE SADDLES						
LOW BIDDER - RECOMMEND AWARD						
Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER	
25	1" Pack Joint Coupling C-14-44	50 ea	\$ 18.00	\$ 20.16	\$ 21.06	
26	1" Pack Joint Coupling C-84-44	50 ea	\$ 14.85	\$ 14.96	\$ 17.49	
27	1" Pack Joint Coupling C-44-44	50 ea	\$ 17.70	\$ 17.60	\$ 20.58	
28	1" Pack Joint Coupling L-14-44	50 ea	\$ 28.95	\$ 29.22	\$ 34.15	
29	1" Pack Joint Coupling L-84-44	50 ea	\$ 22.85	\$ 23.02	\$ 28.90	
30	1 1/2" Pack Joint Coupling C-14-66	12 ea	\$ 52.15	\$ 52.43	\$ 61.28	
31	1 1/2" Pack Joint Coupling C-44-66	12 ea	\$ 58.50	\$ 58.88	\$ 68.81	
32	1 1/2" Pack Joint Coupling C-84-66	12 ea	\$ 40.60	\$ 40.99	\$ 47.91	
33	1 1/2" Pack Joint Coupling L-84-66	12 ea	\$ 66.05	\$ 66.86	\$ 78.13	
34	2" Pack Joint Coupling C-14-77	12 ea	\$ 62.25	\$ 62.42	\$ 72.95	
35	2" Pack Joint Coupling C-44-77	12 ea	\$ 79.00	\$ 78.44	\$ 92.93	
36	2" Pack Joint Coupling C-84-77	18 ea	\$ 59.20	\$ 59.72	\$ 69.80	
37	2" Pack Joint Coupling L-14-77	12 ea	\$ 106.00	\$ 105.78	\$ 123.64	
38	2" Pack Joint Coupling L-44-77	12 ea	\$ 163.95	\$ 165.93	\$ 193.94	
39	2" Pack Joint Coupling L-84-77	12 ea	\$ 96.20	\$ 95.72	\$ 111.88	
40	3/4"x3/4"x3/4" Comp Tee T-444-333	12 ea	\$ 37.40	\$ 37.25	\$ 43.54	
41	1"x1"x1" Comp Tee T-444-444	12 ea	\$ 39.90	\$ 39.83	\$ 46.55	
42	1" x 3/4" Brass Bushing CC Thread	100 ea	\$ 12.20	\$ 13.35	\$ 15.60	
43	1-1/2" x 1" Brass Bushing CC Thread	12 ea	\$ 35.40	\$ 36.10	\$ 42.19	

CITY OF BARTLESVILLE
 WATER AND WASTEWATERLINE REPAIR MATERIALS
 2020-2021-001

WATER MATERIALS - SECTION E: BRASS, COPPER, SERVICE SADDLES

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
44	2" x 1-1/2" Brass Bushing	12 ea	\$ 43.75	\$ 43.93	\$ 51.34
45	3/4" x 3" Brass Nipple	12 ea	\$ 3.05	\$ 3.88	\$ 3.51
46	1"x 3" Brass Nipple	12 ea	\$ 4.45	\$ 5.64	\$ 5.08
47	1-1/2" x 3" Brass Nipple	12 ea	\$ 7.30	\$ 9.87	\$ 8.93
48	2" x 3" Brass Nipple	12 ea	\$ 8.25	\$ 12.65	\$ 11.44
49	2" x 6" Brass Nipple	12 ea	\$ 19.10	\$ 24.43	\$ 22.09
50	3/4" Copper Setter VB72-12W-44-33	50 ea	\$ 93.50	\$ 93.16	\$ 108.89
51	1" Copper Setter VB74-12W-44-44	50 ea	\$ 184.80	\$ 184.00	\$ 215.05
52	1 1/2" Copper Setter VBB76-15B-44-66	12 ea	\$ 830.00	\$ 844.75	\$ 987.31
53	2" Copper Setter VBB77-15B-44-77	12 ea	\$ 985.00	\$ 989.85	\$ 1,156.89
54	Service Saddle 2"x1" CC	12 ea	\$ 40.50	\$ 47.00	\$ 51.25
55	Service Saddle 4"x3/4" CC	6 ea	\$ 39.50	\$ 61.52	\$ 53.75
56	Service Saddle 4" x 1" CC	6 ea	\$ 39.50	\$ 61.52	\$ 53.75
57	Service Saddle 4"x 1-1/2" CC	6 ea	\$ 42.40	\$ 65.66	\$ 18.75
58	Service Saddle 4" x 2" CC	6 ea	\$ 46.65	\$ 65.66	\$ 25.01
59	Service Saddle 6"x 3/4" CC	12 ea	\$ 45.00	\$ 62.56	\$ 58.75
60	Service Saddle 6"x1" CC	50 ea	\$ 45.00	\$ 62.56	\$ 58.75
61	Service Saddle 6"x 1-1/2" CC	6 ea	\$ 48.50	\$ 67.52	\$ 70.03
62	Service Saddle 6"x2" CC	6 ea	\$ 61.40	\$ 67.52	\$ 70.03
63	Service Saddle 8"x 3/4" CC	6 ea	\$ 62.00	\$ 75.27	\$ 70.03
64	Service Saddle 8"x1" CC	50 ea	\$ 62.00	\$ 75.27	\$ 70.03
65	Service Saddle 8"x 1-1/2" CC	6 ea	\$ 56.50	\$ 81.01	\$ 78.75
66	Service Saddle 8"x2"CC	6 ea	\$ 63.15	\$ 81.01	\$ 78.75

CITY OF BARTLESVILLE
WATER AND WASTEWATERLINE REPAIR MATERIALS
2020-2021-001

WASTEWATER MATERIALS - SECTION F: MANHOLES, COUPLINGS, FITTINGS

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
Manhole Frames, Covers & Gasket					
1	8" Manhole Frame & Lid #R1687	5 ea	\$ 345.00	NO BID	\$ 708.00
2	7" Manhole Frame & Lid #R1797	10 ea	\$ 280.00	NO BID	\$ 297.75
3	5" Manhole Frame & Lid #R300-24A	10 ea	\$ 289.00	NO BID	\$ 307.52
4	Manhole Frame & Lid #280-24	10 ea	\$ 330.00	NO BID	\$ 307.95
5	Lamp Hole Box & Lid	10 ea	\$ 245.00	NO BID	\$ 211.01
Sewer Couplings (Hubs) INDIANA SEAL ONLY					
6	4" Rubber Sewer Coupling PVC to PVC	25 ea	\$ 3.90	NO BID	\$ 3.52
7	4" Rubber Sewer Coupling Clay to PVC	50 ea	\$ 3.90	NO BID	\$ 3.52
8	6" Rubber Sewer Coupling PVC to PVC	20 ea	\$ 8.40	NO BID	\$ 7.52
9	6" Rubber Sewer Coupling Clay to PVC	40 ea	\$ 8.40	NO BID	\$ 7.52
10	8" Rubber Sewer Coupling PVC to PVC	30 ea	\$ 13.50	NO BID	\$ 11.56
11	8" Rubber Sewer Coupling Clay to PVC	100 ea	\$ 13.75	NO BID	\$ 11.56
12	10" Rubber Sewer Coupling PVC to PVC	12 ea	\$ 19.00	NO BID	\$ 16.09
13	10" Rubber Sewer Coupling Clay to PVC	24 ea	\$ 19.00	NO BID	\$ 16.09
14	12" Rubber Sewer Coupling PVC to PVC	12 ea	\$ 21.00	NO BID	\$ 18.74
15	12" Rubber Sewer Coupling Clay to PVC	12 ea	\$ 21.00	NO BID	\$ 18.74
Fittings & Tap Saddles					
16	4" PVC 45° Elbow SCH 40 DWV	100 ea	\$ 9.50	NO BID	\$ 6.34
17	4" PVC 22 1/2° Elbow SCH 40 DWV	24 ea	\$ 14.00	NO BID	\$ 9.91
18	6" PVC 45° Elbow w/gasket SDR 26	12 ea	\$ 44.50	NO BID	\$ 35.45
19	8" PVC 45° Elbow w/gasket SDR 26	12 ea	\$ 110.00	NO BID	\$ 88.10

CITY OF BARTLESVILLE
 WATER AND WASTEWATERLINE REPAIR MATERIALS
 2020-2021-001

WASTEWATER MATERIALS - SECTION F: MANHOLES, COUPLINGS, FITTINGS

LOW BIDDER - RECOMMEND AWARD

Item #	Description	Estimated Quantity	CORE & MAIN	FORTILINE	RIVER VALLEY WIN WATER
20	6x4 SDR 35 Saddle Tee, Gasket Skirt with SS Straps, Sch 40 SW Branch	20 ea.	\$ 41.00	NO BID	\$ 32.79
21	8x4 SDR 35 Saddle Tee, Gasket Skirt with SS Straps, Sch 40 SW Branch	40 ea.	\$ 54.20	NO BID	\$ 43.65
22	10x4 SDR 35 Saddle Tee, Gasket Skirt with SS Straps, Sch 40 SW Branch	20 ea.	\$ 79.00	NO BID	\$ 63.50
23	12x4 SDR 35 Saddle Tee, Gasket Skirt with SS Straps, Sch 40 SW Branch	12 ea.	\$ 89.00	NO BID	\$ 78.76
24	1 1/2" Preformed Flex Plastic - Gasket (Ram-Nek)	10 bxs.	\$ 85.00	NO BID	\$ 34.50
25	Romac Tap Saddle CB 4" Outlet Fits 6" to 12" Pipe	12 ea.	\$ 95.00	NO BID	\$ 114.67
26	Romac Tap Saddle CB 6" Outlet Fits 6" to 12" Pipe	12 ea.	\$ 114.50	NO BID	\$ 152.86
27	4" Rubber Test Cap	20 ea.	\$ 2.50	NO BID	\$ 2.58
28	5" Rubber Test Cap	20 ea.	\$ 5.00	NO BID	\$ 3.45
29	3" PVC Pop Up Clean Out Caps	20 ea.	\$ 40.00	NO BID	NO BID
30	4" PVC Pop Up Clean Out Caps	20 ea.	\$ 45.00	NO BID	NO BID

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to award water treatment chemicals for the Water Treatment Plant, presented by Paul Stuart.

Budget and Source of Funds:

\$701,000 – Water Plant Operating Fund

Attachments:

Bid tabulation

II. STAFF COMMENTS AND ANALYSIS

Bids for water treatment chemicals are taken on an annual basis. Bid packets were advertised in the local newspaper and sent to 29 vendors. Eighteen (18) bids were received and shown on the attached bid tabulation. Materials are purchased on an as needed basis.

The total bid price for the water treatment chemicals is \$782,495.00, which represents a 17% increase from last fiscal year. While the bids are over the operating budget by \$81,495, the estimated quantities utilized for the bid are conservative and staff believes there are sufficient funds within the operating budget to move forward with the award.

III. RECOMMENDED ACTION

Staff recommends award to the vendor who submitted the low bid meeting specifications, which are highlighted within the attached bid tabulation.



Council Member or Staff Member



Date



BID REVIEW RECOMMENDATION

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

A. SUBJECT:

Discuss and take action to reject Bid No. 2021-2022-003 for Sooner Pool Expansion.

B. ATTACHMENTS:

None

II. PROJECT DESCRIPTION, STAFF COMMENTS AND ANALYSIS, AND BUDGET AMOUNT.

A. PROJECT DESCRIPTION:

One of the discretionary projects included on the voter approved 2013 ½ Cent Sales Tax extension ballot is the Sooner Pool Recreational Expansion project. \$2,550,000 was approved as part of the FY 20-21 CIP capital budget for added amenities along with \$300,000 to resurface the existing swimming pool for a total budget of \$2,850,000. Council awarded a contract to Kimley-Horn for the design and master planning last October. The first phase of the project consists of construction of a new 45’ tall slide complex with three slides, three large group shelters, added concrete deck, and a separate mechanical room with equipment for the new slides.

The design and subsequent bid was structured to include a base bid for the main components of the new pool amenities, such as slides, concrete deck, mechanical enclosure, pumps, etc.. Also included in the design and bid were add alternates for a new parking lot, stone boulders under the slides in lieu of sod for maintenance purposes, landscaping for the parking lot, and irrigation for the landscaping. Funds are available for the parking lot as part of the 2020 GO Bond that was approved by voters last August. The parking lot add alternates were included so that we could possibly add this work in the overall renovation project once funds become available later this calendar year.

B. COMMENTS:

In addition to advertising in the local newspaper, Dodge Reports, Bid News Construction Reports, and Southwest Construction News, eight (8) bid invitations were mailed to regional contractors. Three (3) contractors attended the mandatory pre-bid meeting, and one (1) submitted a bid:

- Rick Scott Construction (Tulsa, OK)..... \$3,212,831.00

The bid was evaluated for addendums, bid bonds, line item prices, and arithmetic. The bid has all necessary components, and no arithmetic errors were found.

The single base bid by Rick Scott Construction was \$462,831 over the available budget. The numbers for the add alternate bid items are higher than anticipated as well. The design consultant, Kimley-Horn, has revisited their numbers and still feel confident that some of the items are abnormally high. We believe that some of this is likely due to the fact there was only one bidder on the project and the swimming pool subcontractor was likely aware that there were no other bidders and may have been very conservative with their bid prices. After discussing with the design consultant staff has decided it would be best to reject the single bid from Rick Scott Construction and work with both Rick Scott and the Kimley-Horn to identify where the bid could be restructured to gain savings. We will also commit to reaching out to more contractors to hopefully get more interest in the project, thus making the bids more competitive.

C. BUDGET AMOUNT:

\$2,850,000.00 was the original budget for this project. \$255,000 has been spent on design and future construction services with Kimley-Horn. Since this project overlaps multiple fiscal years, council approved a budget for FY 21-22 of \$2,450,000 for the expansion project and we still have the \$300,000 for the rehabilitation of the existing lap pool for a total available budget of \$2,750,000 for construction. The single bid by Rick Scott Construction of \$3,212,831.00 is \$462,831 over the available budget.

III. RECOMMENDED ACTION

Staff and recommends that the City Council reject the bid by Rick Scott Construction that is \$462,831 over the available budget with the understanding that staff will work with Kimley-Horn and contractors to restructure the project and rebid at a later date.

/s/ Jim Curd, Jr.

Council Member or Staff Member

July 1, 2021

Date

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

CASE NO. RZ-0521-0005: A public hearing to consider and take action on an application from Thomas Janer on behalf of AbilityWorks of Oklahoma for approval of a rezoning from RS-5 (Single-Family Residential) to C-5/PUD (General Commercial/Planned Unit Development), as well as approval of a Planned Unit Development and Site Development Plan on property located at 321, 323, 327, and 329 SW Virginia Ave., legally described as Lots 16-19, Block 4, Taylors 3rd Addition, Bartlesville, Washington County, Oklahoma.

Attachments:

- Exhibit D – Application & Neighborhood Meeting Documentation
- Exhibit E – Ordinance

II. STAFF COMMENTS AND ANALYSIS

GENERAL INFORMATION:

Applicant: Thomas Janer on behalf of AbilityWorks of Oklahoma

Requested Action: Approval of a Rezoning, PUD, & Site Development Plan

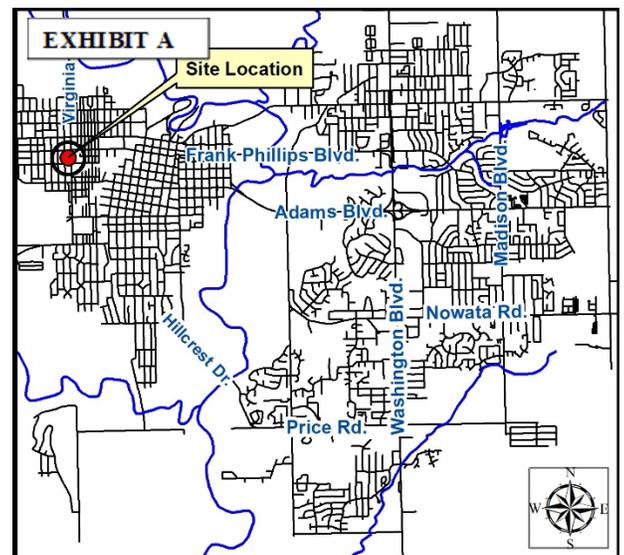
Location: 321, 323, 327, & 329 SW Virginia Ave. (**Exhibit A and Exhibit B**)

Current Zoning: RS-5 (Single Family Residential) (**Exhibit C**)

Area of Tract: 4 lots totaling 130' x 200'

Present Land Use: Residential and Vacant

Proposed Land Use: Job Training, Car Wash, Restaurant, Book store, Greenhouse



Adjacent Zoning and Land Use:

North:	RS-5 (Single Family Residential) – residence
South:	C-5/PUD (General Commercial/PUD) – AbilityWorks
West:	C-2/PUD (Neighborhood Shopping) – residence, vacant, & Tuesday House parking lot
East:	C-5 (General Commercial) – Veteran’s Park/parking lot

SUPPLEMENTAL INFORMATION:

Land Use & Zoning History: The site proposed for rezoning consists of four lots at the northwest corner of 5th Street and Virginia Avenue. These lots are zoned RS-5 Single Family Residential and their most recent use has been single family dwellings and vacant land. The subdivision, Taylor’s 3rd Addition, was approved in 1924. According to aerial images, Lots 16, 17, and 19 have been undeveloped since at least 2003, except for the shed on Lot 17. Lot 18 has a single-family residence and accessory building.



In 2011, ARC Group Homes applied for a rezoning of their property at the southwest corner of 5th Street and Virginia Avenue. The rezoning from RS-5 to C-5/PUD was approved and it allowed them to construct a new administration building and thrift store on the site. They were known as Employability and have since become AbilityWorks. AbilityWorks is proposing to expand their operations to the four lots across 5th Street that are being proposed for rezoning.

Current Application Proposal:

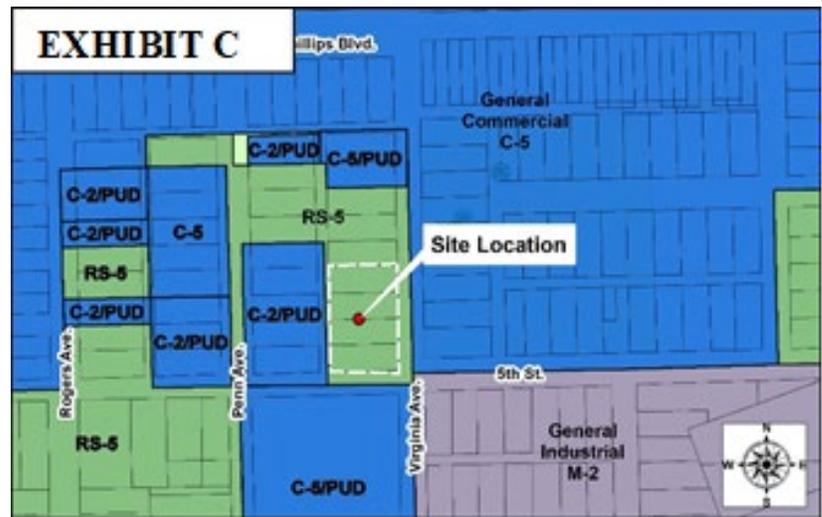
AbilityWorks is a social service non-profit agency that provides residential and vocational programs to individuals with intellectual and developmental disabilities. A further description of the agency is included with the application. AbilityWorks is proposing to develop the 4-lot property to provide job training opportunities for their clients. Some of the initial ideas for the 4-lot site are shown in their application but have since been limited to the following proposed uses:

1. School, commercial or trade, when not involving any danger of fire or explosion nor of offensive noise, vibration, dust, odor, glare, heat or other objectionable noise;
2. Restaurant, enclosed, without dancing or entertainment;
3. Restaurant providing service in automobiles;
4. Automobile laundry (Car Wash) (including auto detailing);
5. Agriculture: greenhouse;
6. Book store;
7. No outdoor storage.

The lots are currently zoned RS-5 Single Family Residential. In order to allow the uses that AbilityWorks proposes, the property would need to be rezoned to C-5 General Commercial. A supplemental Planned Unit Development is required as well. The applicant has submitted a preliminary site plan but intends to return to the Planning Commission for approval of a more specific, detailed Site Development Plan in the future.

The current zoning of the area is shown in **Exhibit C**.

The applicant's application, including the preliminary site development plan, is attached as **Exhibit D**.



SITE REQUIREMENTS

Bulk Regulations: The C-5 Zoning District requires a 50-foot setback from arterial streets, a 25-foot setback from non-arterial streets, a 40-foot setback from residential zones, and a zero setback from non-residential zones. The allowable lot coverage (or floor area to lot area ratio), is 50 percent. The size and location of structures shown in a future final site development plan shall comply with these requirements.

Access: The property is proposed to be accessed from one driveway on Virginia Avenue, one drive on 5th Street, and possibly a driveway on the rear alley. In the event that the alley is used for access, that portion of the alley would need to be improved by the landowner.

Water/Sewer: The property is currently served by city water and sewer with sufficient capacity to serve the development. Mapping shows an 8-inch diameter water line in Virginia Avenue right-of-way and a 6-inch diameter water line in 5th Street right-of-way. Mapping shows a 10-inch diameter sewer line in the rear alley platted right of way.

Fire: Fire protection will need to be reviewed and approved when the final uses and building dimensions are known.

Parking: Eleven parking spaces have been shown for the site on the preliminary site development plan. A loading space and additional parking may be needed depending on the final uses of the site. The applicant believes that the parking available at the AbilityWorks administration building across 5th Street is adequate for both developments. Therefore, they are considering preparing a Shared Parking Agreement per Section 7.4.2.7 of the Zoning Regulations.

Landscaping: The Zoning Regulations require landscaping within a minimum 5-foot landscape strip along street frontages and within parking lots. The proposed landscaping as shown on the preliminary site development plan meets the requirements of the regulations. If additional parking is added, additional landscaping may be needed within the parking area.

Screening: The Zoning Regulations require the screening of non-residential developments from residential developments. This property is adjacent to a single family residential zoning to the north. This requires a minimum 20-foot buffer with plantings, as well as a 6 to 8-foot solid wall, fence, or hedge. The preliminary site development plan complies with these screening requirements.

Stormwater: The development can tie into the existing stormwater system. A fee in lieu of detention will be required.

Sidewalks: The Zoning Regulations require sidewalks along all public streets at the time of property development. The applicant proposes to complete a portion of 5-foot sidewalk along Virginia. A 4-foot sidewalk will also be required along 5th Street.

Signage: Signage has not been proposed at this time. It will be presented with the final Site Development Plan for Planning Commission approval.

Lighting: Site lighting has not been determined at this time. It will be presented with the final Site Development Plan for Planning Commission approval.

NZOD: The property is within the National Zinc Overlay District. Access was granted for soil testing. According to mapping, these lots were previously sampled for constituents of concern. Levels of constituents exceeded limits, and the lots were remediated. An NZOD application will be required prior to building permit application.

Public Participation: In accordance with the Zoning Regulations, property owners within 300 feet of the site were notified of this request by mail, a yellow notification sign was posted on the site, and a public hearing notice was placed in the Examiner-Enterprise. At the time of this staff report, no surrounding property owners had expressed opposition to the application. Also, in accordance with the regulations, the applicant invited surrounding property owners to a citizen participation meeting. It was held on June 11, 2021, and the results of that meeting are attached with the application. Planning Commission held a public hearing on this case at its regular meeting on June 22, 2021. There was no opposition to the applications at that meeting.

STAFF COMMENTS AND PLANNING COMMISSION RECOMMENDATION:

An analysis of this rezoning request must consider the following factors in Zoning Regulation 7.6.5.5 in determining whether to recommend approval of the rezoning and PUD application:

- A. Whether the proposal is consistent with, and promotes the intent and purpose of the Comprehensive Plan.
- B. Whether the proposal is compatible with and harmonizes with existing and expected development of surrounding areas, the natural environment, and the planned capacities of public services and facilities affected by the proposed land use.
- C. Whether the proposal is a unified treatment of the development possibilities of the project site.
- D. Whether the proposal would benefit orderly and proper development of the metropolitan area.

- E. Whether the sidewalks and streets provide a traffic flow compatible with the development and surrounding street pattern.
- F. Whether the proposal is consistent with the public health, safety, and welfare of the community.

Staff has reviewed this application and finds that these factors are satisfied, and that the proposed development is appropriate at this location and is compatible with the surrounding area. Fifth Street from Sunset to Santa Fe has become a mixed use area with numerous social service non-profit agencies, including Concern, Tuesday House, Agape Mission, Westside Community Center, and Boys & Girls Club. Lots 16, 17, and 19 of this rezoning request have been vacant for at least 18 years. Lot 18 (323 SW Virginia) has a single-family residence on it, that AbilityWorks would demolish prior to beginning construction. The expansion of AbilityWorks' activities to these four lots is appropriate in this location. It is supported by the area's mixed uses and the trend to locate non-profit agencies there. Staff recommends conditional approval of the Rezoning and PUD. The Site Development Plan will change as AbilityWorks decides upon specific uses in the future. Therefore, staff recommends that the applicant return to the Planning Commission for Site Development Plan approval when their plan is finalized.

Planning Commission, at its June 22, 2021 regular meeting, adopted staff's recommendation, and recommends to City Council approval of the requested Rezoning and PUD with the following conditions:

1. The applicant must return to the City Planning Commission for Site Development Plan approval;
2. Land uses permitted for this site shall be specifically limited to those proposed by the applicant:
 - a. School, commercial or trade, when not involving any danger of fire or explosion nor of offensive noise, vibration, dust, odor, glare, heat or other objectionable noise;
 - b. Restaurant, enclosed, without dancing or entertainment;
 - c. Restaurant providing service in automobiles;
 - d. Automobile laundry (Car Wash) (including auto detailing);
 - e. Agriculture: greenhouse;
 - f. Book store; and
 - g. No outdoor storage.
3. The applicant must receive administrative approval of a Lot Combination before a building permit will be issued for any development that crosses a platted lot line;
4. The applicant must execute a Shared Parking Agreement in accordance with Section 7.4.2.7 of the Zoning Regulations to be approved by the Community Development Director and recorded at the Washington County Clerk's office prior to issuance of a building permit for any use to be served by the shared parking area; and
5. The applicant shall apply for and obtain approval of a National Zinc Overlay District (NZOD) / Soil Disturbance Activity Permit prior to building permit issuance.

III. RECOMMENDED ACTION

Planning Commission, at its June 22, 2021 regular meeting, by a vote of 5-0, recommended conditional approval of the applications for Rezoning and Planned Unit Development. The conditions are listed above in this supplemental staff report.

A public hearing to consider this request for approval of a Rezoning and Supplemental Planned Unit Development has been scheduled before the Bartlesville City Council on Tuesday, July 6, 2021. The City Council is requested to hold this public hearing and make a final decision on this request.

EXHIBIT D



Case No:	R2-0521-0005
Date Received:	5-21-21
BCPC Hearing Date:	6-22-21
City Council Hearing Date:	7-6-21

APPLICATION FOR REZONING OF PROPERTY

NAME OF APPLICANT: Ability Works of Oklahoma, Inc

Daytime Phone: 918-336-5928 ext 107

Address of Applicant: 501 SW. Virginia Ave., Bartlesville, Ok 74003 (P.O. Box 1422, 74005)

Location of area to be rezoned (address and legal description or legal description and general location)

Lots 16, 17, 18, and 19, Block 4, Taylors 3rd Addition to the City of Bartlesville

NATURE OF ZONING CHANGE REQUESTED:

Present Zoning RS-5 Single-Family Residential Proposed Zoning C-5/PUD(Planned Unit Development) Adjacent Zoning _____
 Present Land Use Residential-Vacant Proposed Land Use Job Training, Recycling, Thrift Store Adjacent Land Use _____

ADDITIONAL INFORMATION REQUIRED:

1. Is the tract within the corporate limits of Bartlesville? Yes No
2. Is the tract within an established flood hazard area? (If yes, a Flood Plain Development Permit Application will be required to accompany application.) Yes No
3. Does the tract contain a natural / man made watercourse? Yes No

THE FOLLOWING ITEMS ARE ATTACHED:

Attached

1. Application fee of \$100.00
2. Site Plan – Vicinity sketch showing boundary lines and dimensions, adjoining streets, rights-of-ways, existing and proposed utilities within existing and proposed easements and rights-of-way, and the location of existing and proposed structures
3. Name and address of legal owner(s) of property to be rezoned
4. Two (2) sets of self-stick mailing labels, either typed or legibly printed, of names and addresses of all property owners within 300-feet of the property to be rezoned

SIGNATURE (Applicant) [Signature] Attorney, Ability Works of Oklahoma, Inc

SIGNATURE (Of Property Owner if not Applicant) [Signature]



Case No:	YUD-0521-0008
Date Received:	5-25-21
BCPC Hearing Date:	10-22-21
City Council Hearing Date:	7-6-21

APPLICATION FOR PLANNED UNIT DEVELOPMENT

NAME OF APPLICANT: Ability Works of Oklahoma, Inc DAYTIME PHONE: 918-336-5928

GENERAL INFORMATION AND REQUIREMENTS: ATTACH THE FOLLOWING INFORMATION WITH THE APPLICATION EITHER IN SUPPLEMENTAL TEXT OR DRAWING FORM:

- | | |
|---|---|
| <input type="checkbox"/> Acres | <input type="checkbox"/> Character of Development |
| <input checked="" type="checkbox"/> General Surrounding Area | <input type="checkbox"/> Schedule of Development |
| <input checked="" type="checkbox"/> General Location of Streets | <input type="checkbox"/> Density of Development |
| <input checked="" type="checkbox"/> Proposed Land Uses, Building and Structures | <input type="checkbox"/> Topographic Information |

SITE LOCATION Virginia Avenue, West Bartlesville
 SITE ADDRESS 321, 323, 327 + 329 Virginia Ave., Bartlesville, OK 74003
 LEGAL DESCRIPTION Lots 16, 17, 18, and 19
Block 4, Taylors 3rd Addition to the City of Bartlesville
 RECORD OWNER Russ (Russ) Mathis

PRESENT ZONING RS-5 Single Fam Residential PROPOSED ZONING C-5 Commercial
 PRESENT USE Residential/Vacant PROPOSED USE Job Training, Recycling
Thrift Store, Vocational Rehab.

AS APPLICANT, WHAT IS YOUR INTEREST IN THIS PROPERTY?
 Present Owner Purchaser Attorney for Owner Other

I certify that the submitted information is true and correct.

NAME: Thomas Janer, Attorney, Ability Works of Oklahoma, Inc
 ADDRESS: 416 E. 5th Street (P.O. Drawer 2) Bartlesville, OK 74005
 SIGNATURE (APPLICANT) [Signature]
 SIGNATURE (PROPERTY OWNER IF NOT APPLICANT) Unavailable (will supplement later)

THE FOLLOWING ITEMS ARE ATTACHED:

- Application fee of \$100.00
- Name and address of legal owner(s) of property to be included within the PUD
- Two (2) sets of self-stick mailing labels, either typed or legibly printed, of names and addresses of all property owners within 300-feet of

Attached

 previously furnished
 previously furnished



Case No:	PUD-0521-0007
Date Received:	5-21-21
BCPC Hearing Date:	6-22-21
City Council Hearing Date:	7-6-21

APPLICATION FOR SITE DEVELOPMENT PLAN APPROVAL

APPLICANT INFORMATION

Name of Applicant AbilityWorks of Oklahoma, Inc. Daytime Phone 918-336-5928

Applicant Email Address tjaner@scmjlaw.com; ringram@abilityworksok.org

Address of Applicant 501 SW. Virginia Ave., Bartlesville, Ok 74003 (P.O. Box 1422, 74005)

Record Owner Russ Mathis

As Applicant, what is your interest in this property?

- present owner
 purchaser (attach copy of contract for purchase)
 attorney for owner
 representative for owner
 other

SITE INFORMATION

General Location Virginia Ave., West Bartlesville

Address and Legal Description _____

321, 323, 327, 329 Virginia Ave., Bartlesville, Ok 74003; Lots 16, 17, 18, and 19, Block 4, Taylors 3rd Addition to the City of Bartlesville.

Total acreage _____ Zoning District _____
 Present Use Residential/Vacant RS-5 Proposed Use(s) Commercial/Non-profit C-5/PUD
 Adjacent Zoning: North RS-5 and C-5 South C-5/PUD East C-5 West RS-5
 Adjacent Land Use: North Residential/Commercial South Commercial/Non-profit East Commercial West Residential

THE FOLLOWING ITEMS ARE ATTACHED:

1. Two (2) copies of the Site Development Plan on 24" x 36" paper, drawn to scale,
2. Two (2) copies of the Plan no larger than 11" x 14" in size for reproduction purposes,
3. An electronic copy of the plan in PDF file format,
4. Application fee of \$100.00, and
5. One (1) set of self-stick mailing labels, either typed or legibly printed, of names and addresses of all property owners within 300-feet (or greater as may be required by Community Development Director) of the perimeter boundary of the property

SIGNATURE (Applicant) *T. Janer, Attorney, Ability Works of Oklahoma, Inc*

SIGNATURE (Property Owner if not Applicant) *Russ Mathis*



ABILITYWORKS
OF OKLAHOMA, INC.
EMPOWERING LIVES

May 24, 2021

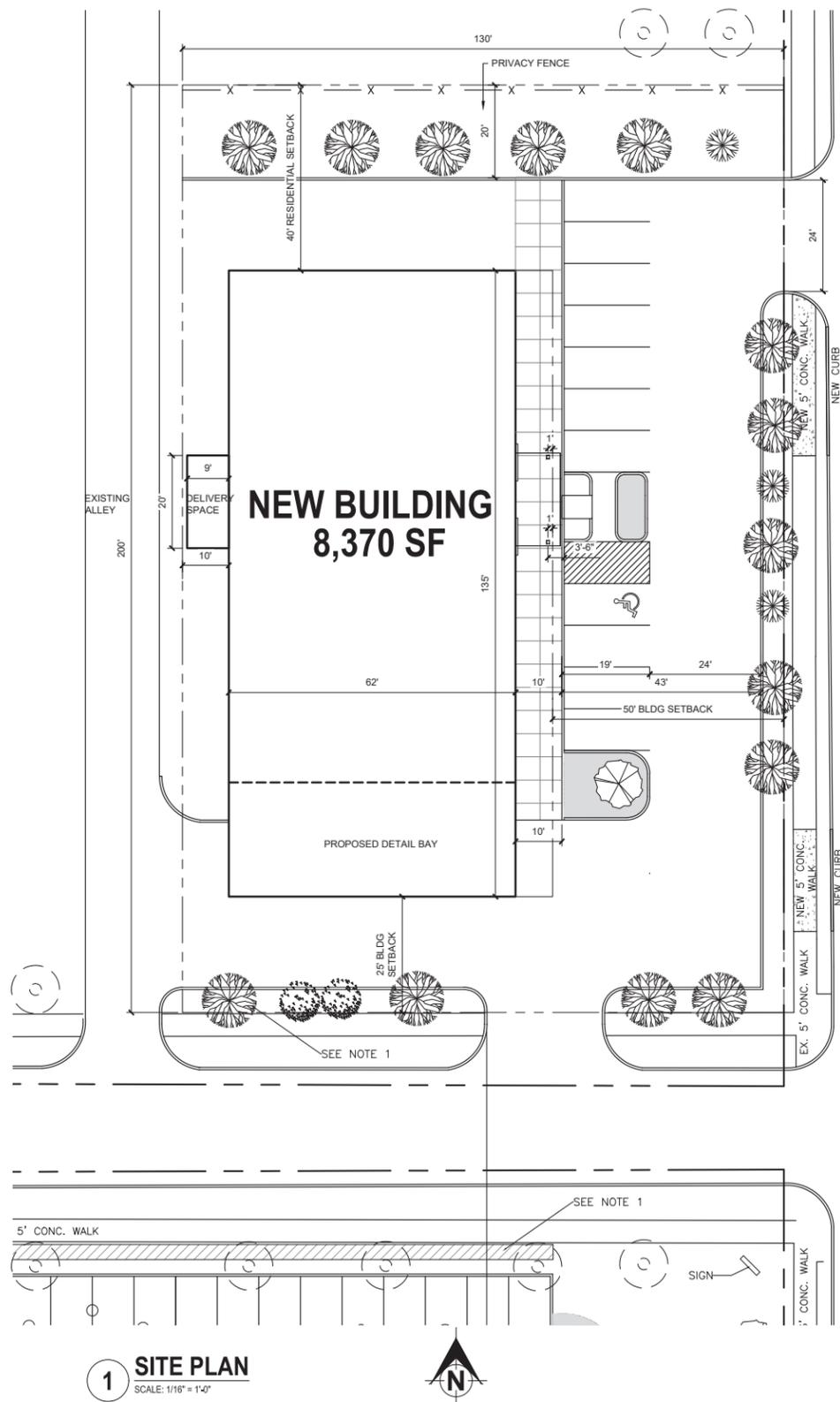
City of Bartlesville;

AbilityWorks of Oklahoma, Inc. (formerly ARC Group Homes, Inc and EmployAbility, Inc.), founded in 1973, provides residential and vocational programs that support and provide training and assistance to individuals with intellectual and developmental disabilities in Washington and Nowata Counties. Our building, located at 501 S. Virginia Ave, houses our administration, Thrift Store, and donation. We have another building behind our main building that houses our community shredding and recycling services. Our vocational programs also support individuals we serve in competitive community employment.

AbilityWorks owns four facilities in the City of Bartlesville; three six-person group homes and one ICF/IID known as Jacquelyn House. We also provide residential supports and programs in rented apartments or single-family homes throughout the city. AbilityWorks currently provides services to 70 individuals with developmental disabilities. We provide jobs for 83 employees and 18 consumers.

We intend to purchase the four lots directly north of our Virginia Ave building (Lots 16, 17, 18, 19, Block 4, Taylor's Addition to the City of Bartlesville). Our exact intended use at this time is uncertain, but when a decision is made, the land will be used for expanding our vocational programs. Some ideas discussed are a car detailing shop, greenhouse, training center, drink drive through like Tasty's and bookstore. One or more of these ideas or another suggestion not mentioned may develop. In any event, our intent is for this property to become a commercial business, developed to provide training experience for individuals we support.

Rebecca Ingram
Chief Executive Officer
AbilityWorks of Oklahoma, Inc.



1 SITE PLAN
SCALE: 1/16" = 1'-0"

LANDSCAPE SUMMARY				
	POINTS REQUIRED	LANDSCAPING USED TO MEET REQUIREMENTS	POINTS PROVIDED	POINTS REQUIRED
EXTERIOR STREET FRONTAGE				
SW VIRGINIA AVENUE	200' STREET FRONTAGE (200 FEET * .40) = 80 POINTS	5 2" CALIPER TREES @ 12 POINTS EACH 2 1.5" CALIPER TREES @ 10 POINTS EACH	60 20	80
	40% OF THE OVERALL STREET FRONTAGE WITH 80% OF THE POINTS BEING ACHIEVED BY TREE PLANTING. LANDSCAPING SHALL BE ALONG THE STREET FRONTAGE WITHIN A MIN 5' WIDE LANDSCAPE STRIP			
SW 5TH STREET	130' STREET FRONTAGE (130 FEET * .40) = 52 POINTS	4 2" CALIPER TREES @ 12 POINTS EACH 2 BOXWOODS @ 2 POINTS EACH	48 4	52
	40% OF THE OVERALL STREET FRONTAGE WITH 80% OF THE POINTS BEING ACHIEVED BY TREE PLANTING. LANDSCAPING SHALL BE ALONG THE STREET FRONTAGE WITHIN A MIN 5' WIDE LANDSCAPE STRIP			
RESIDENTIAL PROTECTION SCREEN ALONG ADJACENT PROPERTY LINE	130' LONG ADJOINING PROPERTY LINE (130 FEET * .5) = 65 POINTS	5 2" CALIPER TREES @ 12 POINTS EACH 1 1.5" CALIPER TREES @ 10 POINTS EACH	70 10	65
	50% OF THE OVERALL LENGTH OF THE ADJ. PROPERTY LINE IN WHICH 100% OF THE POINTS MUST BE ACHIEVED BY TREES WHICH REACH MIN HEIGHT OF 8' AT MATURITY ALONG THE PROTECTED PROPERTIES ADJ. PROPERTY LINE WITHIN A MIN. 20 FOOT BUFFER AREA IN ADDITION TO STREET FRONTAGE REQUIREMENTS.			

GENERAL NOTES

- PROVIDE MIN. 3" DEEP MULCH AT ALL TREE AND SHRUB PLANTINGS. MIN. DEPTH OF 3" MEASURED AFTER MULCH HAS BEEN WET DOWN.
- PROVIDE METAL LANDSCAPE EDGING WHERE INDICATED ON DRAWINGS. ENTIRE SURFACE WITHIN LANDSCAPE EDGING TO BE COVERED WITH MULCH, MIN. 3" DEEP.
- ALL DISTURBED AREAS NOT BEING PAVED ARE TO BE COVERED WITH SOD.
- MULCH TO BE BLACK RUBBER RECYCLED MULCH.

PARKING

PARKING PROVIDED = 11 SPACES

CLIENTS WILL WALK FROM MAIN FACILITY TO NEW VOCATIONAL BUILDING. PARKING PROVIDED IN THE NEIGHBORING LOT = 52 SPACES

PLANT LEGEND					
SYMBOL					
COMMON	TBD	IOWA JUNIPER	EXISTING TREE	SKIP CHERRY LAUREL	TRI COLOR DAPPLED WILLOW
BOTANICAL NAME	TBD	JUNIPERUS CHINENSIS 'IOWA'	VARIES	PRUNUS LAUROCERASUS 'SCHIPKAENSIS'	SALIX INTEGR 'HAKURO-NISHIKI'
CLASS	LARGE TREE	SMALL TREE	VARIES	MEDIUM SHRUB	MEDIUM SHRUB
SIZE	2" CALIPER AND 8' TALL	1.5" CALIPER AND 6' TALL	VARIES	2' TALL	2' TALL
MATURE HEIGHT	50'	15'	VARIES	10'	8'
MATURE DIAMETER	15"	5"	VARIES	5"	8"
BASE POINTS EVERGREEN CREDIT	12	8		2	2
		2		1	

PRELIMINARY NOT FOR CONSTRUCTION
% REVIEW SET

KELEHER ARCHITECTS
DAN KELEHER, JR., PLLC AIA
PO BOX 1361
BARTLESVILLE, OK 74003
WWW.KELEHERARCHITECTS.COM

REVISIONS

A NEW BUILDING/ADDITION/RENOVATION FOR
ARC EMPLOYABILITY
NEW BUILD
PROJECT LOCATION:
327 SW VIRGINIA AVE
BARTLESVILLE, OK 74003

Date: 6/9/2021
SHEET DATA:
SITE PLAN
Drawn By: JCW
Checked By: DJK
Sheet No.: **AC101**



ABILITYWORKS
OF OKLAHOMA, INC.
EMPOWERING LIVES.

June 14, 2021

RE: Community Meeting

An announcement of a community meeting to be held on June 11, 2021, was mailed to all property owners within the 300-foot radius of the four lots (**Lots 16, 17, 18 & 19 Block 4 Taylor's 3rd Addition to the City of Bartlesville, OK 74003**) currently under consideration for rezoning that AbilityWorks of Oklahoma, Inc. is intending to purchase. This notice was mailed on June 4, 2021.

The meeting was to be held at the AbilityWorks offices at 501 S. Virginia Ave from 1:00pm to 2:30pm.

Tom Janer and I were present in the building.

There were no attendees.

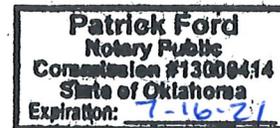
Rebecca Ingram
Chief Executive Officer
AbilityWorks of Oklahoma, Inc.

I attest that the above statement is true and factual.


Rebecca Ingram

Notary PATRICK FORD

Date 6-14-21



ORDINANCE NO.

AN ORDINANCE AMENDING THE LAND USE AND ZONING MAP OF THE CITY OF BARTLESVILLE, AND AMENDING THE ZONING MAP ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BARTLESVILLE BY CHANGING THE BOUNDARY OF THE USE DISTRICT SO THAT CERTAIN AREAS HEREIN DESCRIBED AND LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF BARTLESVILLE, OKLAHOMA SHALL BE CHANGED FROM RS-5 TO C-5/PUD AND ACKNOWLEDGING THE APPROVAL OF A SUPPLEMENTAL DESIGNATION PLANNED UNIT DEVELOPMENT (CASE NO. RZ-0521-0005).

WHEREAS, a petition was heretofore filed with the Planning Commission of the City of Bartlesville requesting that the real estate hereinafter described, located in the City of Bartlesville, be rezoned from RS-5 to C-5/PUD and materials were submitted relative to a certain supplemental designation Planned Unit Development and Site Development Plan relative to all of the real property hereinafter described; and

WHEREAS, the Bartlesville City Planning Commission considered said request at a public hearing on June 22, 2021, and following public input and discussion, submitted its report to the City Council with a recommendation for approval of C-5/PUD zoning and supplemental designation Planned Unit Development; and

WHEREAS, after receipt of said report recommending approval of the request with conditions, the City Council thereafter gave due public notice of hearing to be held relative to said proposed changes, which notice stated the nature and purpose of said proposed changes, gave the time and place of said hearing and stated where copies of the proposed changes were available for inspection prior to the time of said hearing; and

WHEREAS, on July 6, 2021, said hearing was duly held by the City Council; and

WHEREAS, on July 6, 2021 said City Council approved said rezoning and supplemental designation planned unit development.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BARTLESVILLE, OKLAHOMA:

Section 1. That the land use and zoning map of the City of Bartlesville approved by the City Council on December 19, 1966, on file in the office of the City Clerk of the City of Bartlesville, Oklahoma, be and the same is hereby amended by re-establishing the boundary of the use districts so that the following described real estate located in the City of Bartlesville, County of Washington, Oklahoma, containing 0.60 acres, more or less, be rezoned from RS-5 to C-5/PUD:

Lots 16-19, Block 4, Taylors 3rd Addition, Bartlesville, Washington County, Oklahoma.

Section 2. That the PUD pertaining to Case No. RZ-0521-0005 relative to all of the real property heretofore described is hereby approved with the following conditions:

1. The applicant must return to the City Planning Commission for Site Development Plan approval;
2. Land uses permitted for this site shall be specifically limited to those proposed by the applicant:
 - a. School, commercial or trade, when not involving any danger of fire or explosion nor of offensive noise, vibration, dust, odor, glare, heat or other objectionable noise;
 - b. Restaurant, enclosed, without dancing or entertainment;
 - c. Restaurant providing service in automobiles;
 - d. Automobile laundry (Car Wash) (including auto detailing);
 - e. Agriculture: greenhouse;
 - f. Book store; and
 - g. No outdoor storage.
3. The applicant must receive administrative approval of a Lot Combination before a building permit will be issued for any development that crosses a platted lot line;
4. The applicant must execute a Shared Parking Agreement in accordance with Section 7.4.2.7 of the Zoning Regulations to be approved by the Community Development Director and recorded at the Washington County Clerk's office prior to issuance of a building permit for any use to be served by the

- shared parking area; and
5. The applicant shall apply for and obtain approval of a National Zinc Overlay District (NZOD) / Soil Disturbance Activity Permit prior to building permit issuance.

Section 3. That the materials submitted in connection with the case are hereby approved and adopted and are incorporated herein by reference.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Bartlesville, Oklahoma this 6th day of July, 2021.

Dale Copeland, Mayor

ATTEST:

Mike Bailey, City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and consider directing staff to publish notice of a petition requesting annexation of a tract of land owned by the City of Bartlesville, with an existing zoning of Residential Single-Family RS-10, for a 10-acre tract of land described as the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 5, Township 26 North, Range 13 East of the Indian Base Line and Meridian, Washington County, Oklahoma.

Attachments:

Exhibit A: Petition Requesting Annexation

Exhibit B: Map of the Property

Exhibit C: Notice of Filing Petition

II. STAFF COMMENTS AND ANALYSIS

The property proposed for annexation is in the northeastern portion of Price Fields sports complex, and its current use is for four ball fields and associated lighting, structures, and parking. The property was conveyed to the City from Washington County by quit claim deed dated February 16, 2010, recorded that same date, at Book 1085, Page 3409-3410, in the Washington County Clerk's office.

The property has been zoned Residential Single-Family 10 (RS-10) since at least July 14, 1966. The property is currently outside city limits, but was zoned based on the jurisdiction of the former city-county cooperative planning commission, Metropolitan Area Planning Commission (MAPC), and the provision for zoning jurisdiction within three (3) miles of a municipality, provided by state statute in 19 O.S. Section 866.2.

III. RECOMMENDED ACTION

The City Council is requested to direct staff to publish notice of a petition requesting annexation, and schedule a public hearing for the annexation of 10.0 acres described as the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 5, Township 26 North, Range 13 East of the Indian Base and Meridian, Washington County, Oklahoma.

Exhibit A



PETITION FOR ANNEXATION

Pursuant to Oklahoma State Statute Title 11, Section 21-105, I, Jason Muninger, acting on behalf of the City Council for the City of Bartlesville, being the owner of all of the real property hereinafter described, do hereby request that the following described property be annexed into the corporate limits of the City of Bartlesville:

10 acres, more or less, lying in Section 5, Township 26 North, Range 13 East, Washington County, Oklahoma, described as follows:

The Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 5, Township 26 North, Range 13 East of the Indian Base Line and Meridian, Washington County, Oklahoma.

The property is located and contained within an area that is contiguous to the corporate limits of the City of Bartlesville, Oklahoma, and the property does not lie within the corporate limits of any other municipality.

Plan for Municipal Services: The City of Bartlesville will provide and extend any required or necessary municipal services to the annexed property as needed to facilitate the development of the annexed land.

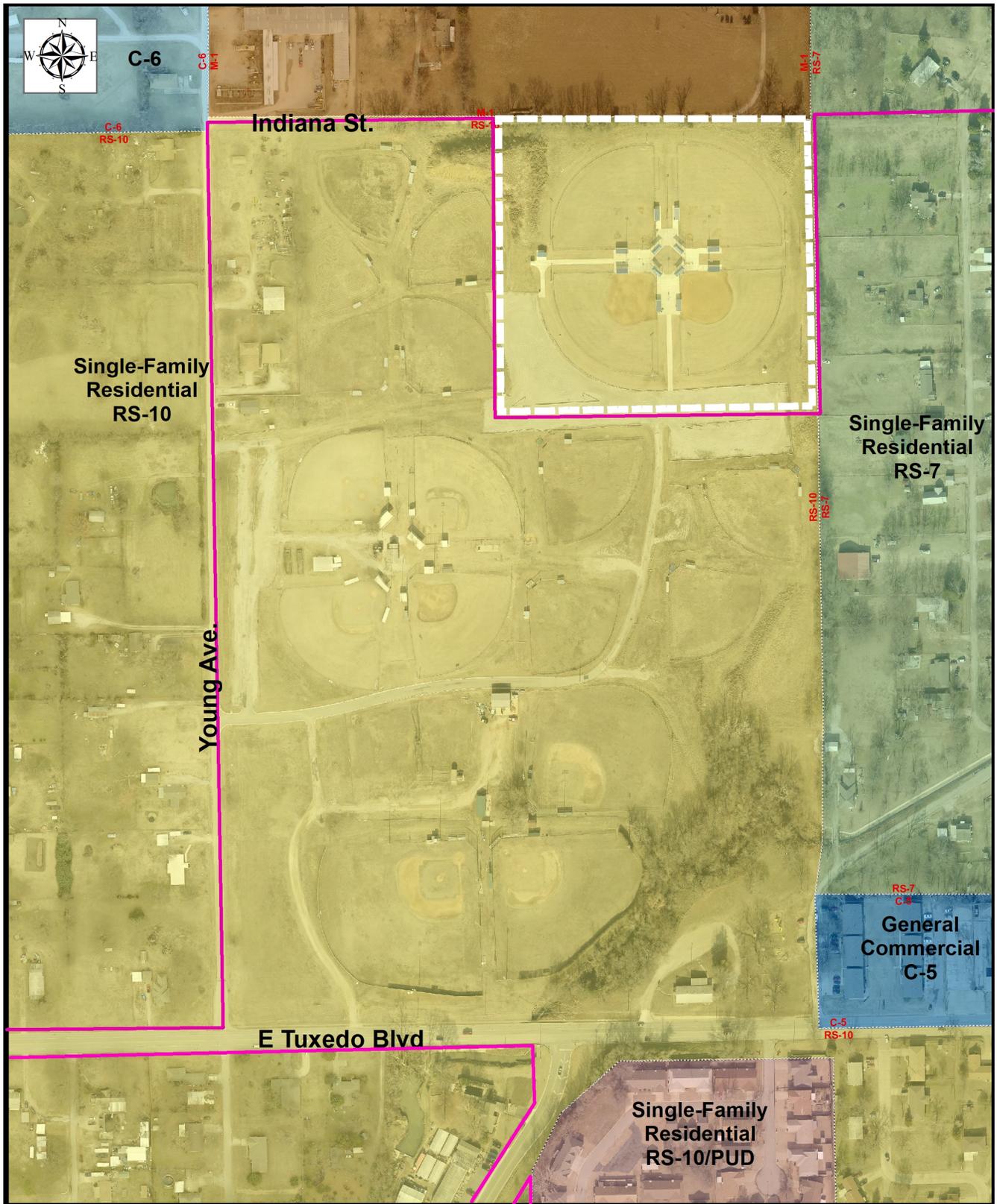
I, the undersigned, hereby submit this written petition in accordance with Oklahoma State Statute Title 11 and request that such property described above be annexed to the City of Bartlesville, Oklahoma. Also attached hereto is a map of the said property to be annexed showing its relationship to the corporate limits of the City of Bartlesville.

Dated this 1st day of July, 2021.

BY: 
Jason Muninger, Acting City Manager
City of Bartlesville



Exhibit B



LEGEND
- - - - Area to be annexed
—— City Limit line



Indiana St.

E Tuxedo Blvd

E Tuxedo Blvd

LEGEND

- Area to be annexed
- City Limit line

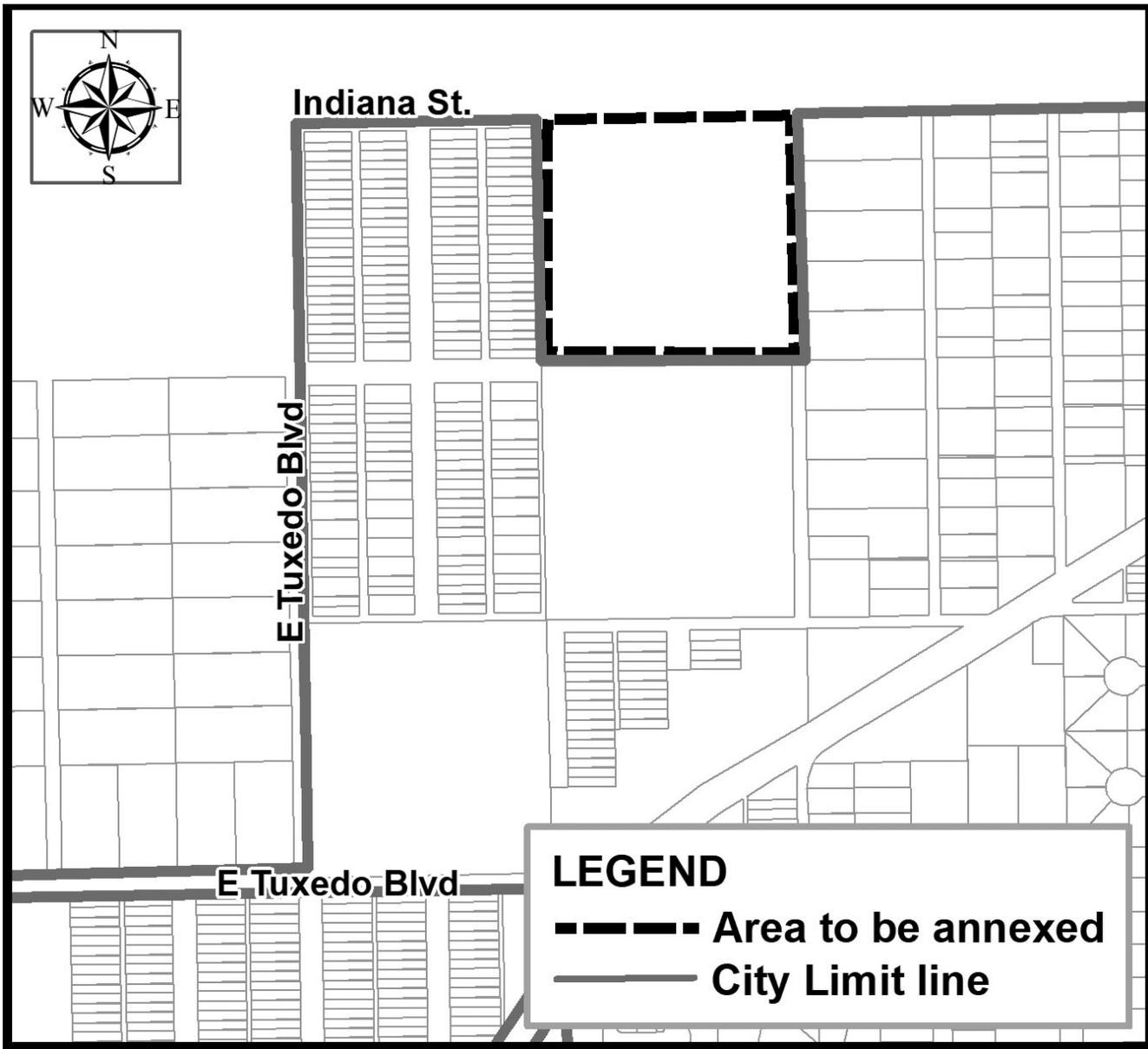


Exhibit C

(Published in the Bartlesville, (Okla.) Examiner-Enterprise on Sunday, July 11, 2021 and July 18, 2021.)



NOTICE OF FILING PETITION FOR ANNEXATION AND PUBLIC HEARING

TAKE NOTICE that the CITY OF BARTLESVILLE has filed in the Office of the City Clerk a Petition for Annexation of certain real property described as follows:

10 acres, more or less, lying in Section 5, Township 26 North, Range 13 East, Washington County, Oklahoma, described as follows:

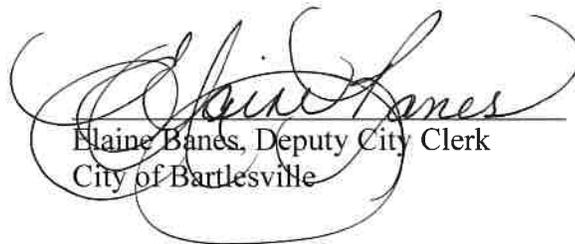
The Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 5, Township 26 North, Range 13 East of the Indian Base Line and Meridian, Washington County, Oklahoma.

The undersigned Deputy City Clerk has determined that said Petition is sufficient and in accordance with law, and declares that the hearing on said Petition is set before the Bartlesville City Council on the 2nd day of August, 2021, at 7:00 PM, in the City Council Chambers of City Hall, 401 S. Johnstone Avenue, Bartlesville, Oklahoma.

All parties interested in the above matter are hereby notified that they may appear at said hearing on the date hereinabove stated and make known their desires.

Dated this 1st day of July, 2021.




Elaine Banes, Deputy City Clerk
City of Bartlesville

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action on a lease with David Valdez for the operation of paddle boat rentals at Lee Lake, including installation of privately-funded improvements for such business, presented by Greg Collins, Assistant Community Development Director

Attachments:

Proposal from David Valdez
Proposed Lease Agreement

II. STAFF COMMENTS AND ANALYSIS

David Valdez met with City Staff expressing his interest in establishing a paddle boat rental business at Lee Lake. His proposal (attached hereto) involves the making of non-permanent improvements at Lee Lake at his own cost, which includes the installation of a two-story floating dock which can anchor at least ten (10) paddle boats (or similar non-motorized vessels) for rental as well as a pontoon boat from which business can be conducted. The attached lease agreement provides for a five-year lease of successive one year terms which would be reviewed annually and extended as authorized by the Park Board.

III. RECOMMENDED ACTION

The Park Board reviewed this proposal at its regular meeting of June 17, 2021, and determined that the proposal meets a public need or purpose and therefore, was an appropriate use of public park property. After discussion, the Park Board voted unanimously to recommend approval of this proposal to the City Council. Council is requested, at its July 6 meeting, to review and take final action on a lease with David Valdez for the operation of paddle boat rentals at Lee Lake, including installation of privately-funded improvements for such business.

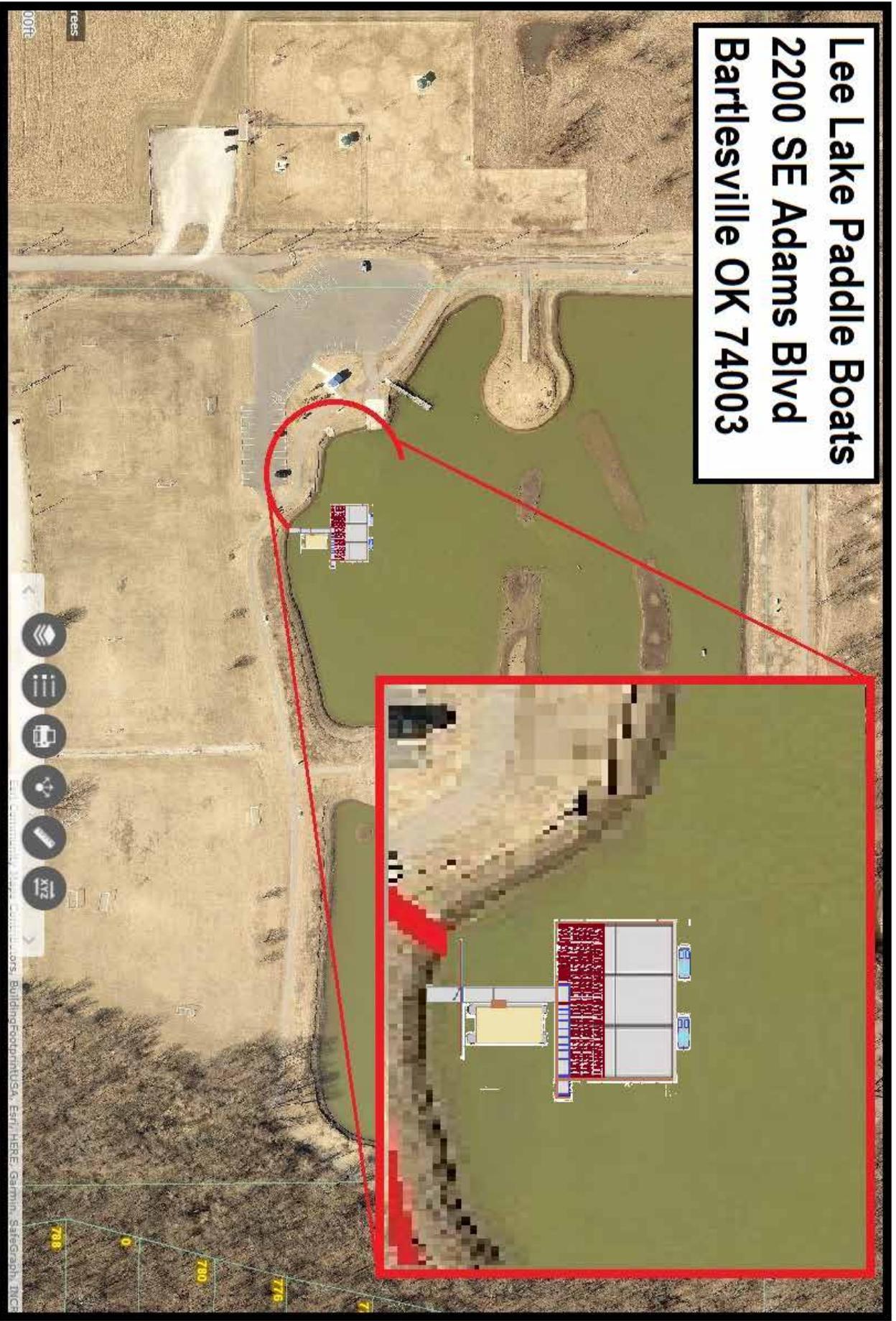


Lee Lake Paddle Boats



Bartlesville OK
2200 SE Adams Blvd

**Lee Lake Paddle Boats
2200 SE Adams Blvd
Bartlesville OK 74003**



Lee Lake Paddle Boats

2200 SE Adams Blvd
Bartlesville OK 74006

(918) 766-1524 Sarah-Joy
(918) 213-9626 David



STILL PENDING ... Proposed Hours

Thur Fri 11am - 9pm
Sat 10 AM - 9 pm
Sun 12 - 8 pm
Mon Tue Wed (Closed)

*** NORMAL HOURS ***

Thur Fri 11am - 9pm
 Sat 10 AM - 9 pm
 Sun 12 - 8 pm
 Mon Tue Wed (Closed)

**** Early Bird Hr's ****

Thu / Fri 8 - 11am
 Sat 8 & 9am
 Sun 8 - 12:00

 Lee Lake Paddle Boats
 2200 Adams Blvd
 Bartlesville OK 74006



(918) 213-9626 // (918) 766-1524
 David & Sarah-Joy

BOAT #	<p align="center">Standard Boat Rental Rates: 1 - March thru 30 - Oct Season</p>
01 	<p>Normal Everyday rental \$10 @ 30 minutes (Boat) Max passenger's (4) 2 adult's / 2 kids</p>
02 	<p align="right">250lb's person / 650 lb's Total</p>
03 	<p>***** Early Bird (Exercise membership) .. \$50 / Month</p>
04 	<p align="center">1 - Person / 1 - boat / 1 - hr - Daily Exercise before normal hours</p>
05 	<p align="center">** Bring a friend / company ** @ 1 hr - \$5 / hr **</p>
06 	<p>***** Special Party Rate * \$15 / Hr Boat (Hourly rental) FULL PARTY Special - ALL 12 Boats package @ \$150 / hr</p>
07 	<p align="center">\$ Deposit required to confirm</p>
08 	<p>***** Upper Deck - \$25 / Hr .. Party Rental</p>
09 	<p>***** Music / PA / DJ - \$25 / Hr ,. Party rate</p>
10 	<p>***** POLAR BEAR SEASONAL Rates 1 Nov thru 28 Feb We will be open weekends - Temps above 55 Deg's</p>
11 	<p align="center">** Daily Rate - \$10 / 30 Min or \$15 / Hr Winter season **</p>
12 	<p>***** > Pre Purchase Cards / Gift Cards < Buy 5 (30 Min) .. 6th Free</p>
<p align="center">PFD's Provided with boat rental ,. or you can bring your own</p>	



**** WEATHER ALERTS ** THUNDERSTORMS / SEVERE RAIN / HAIL / TORNADOS**
 " ALL Boats " - Will discontinue operations temporarily when winds are above 25 MPH, ..

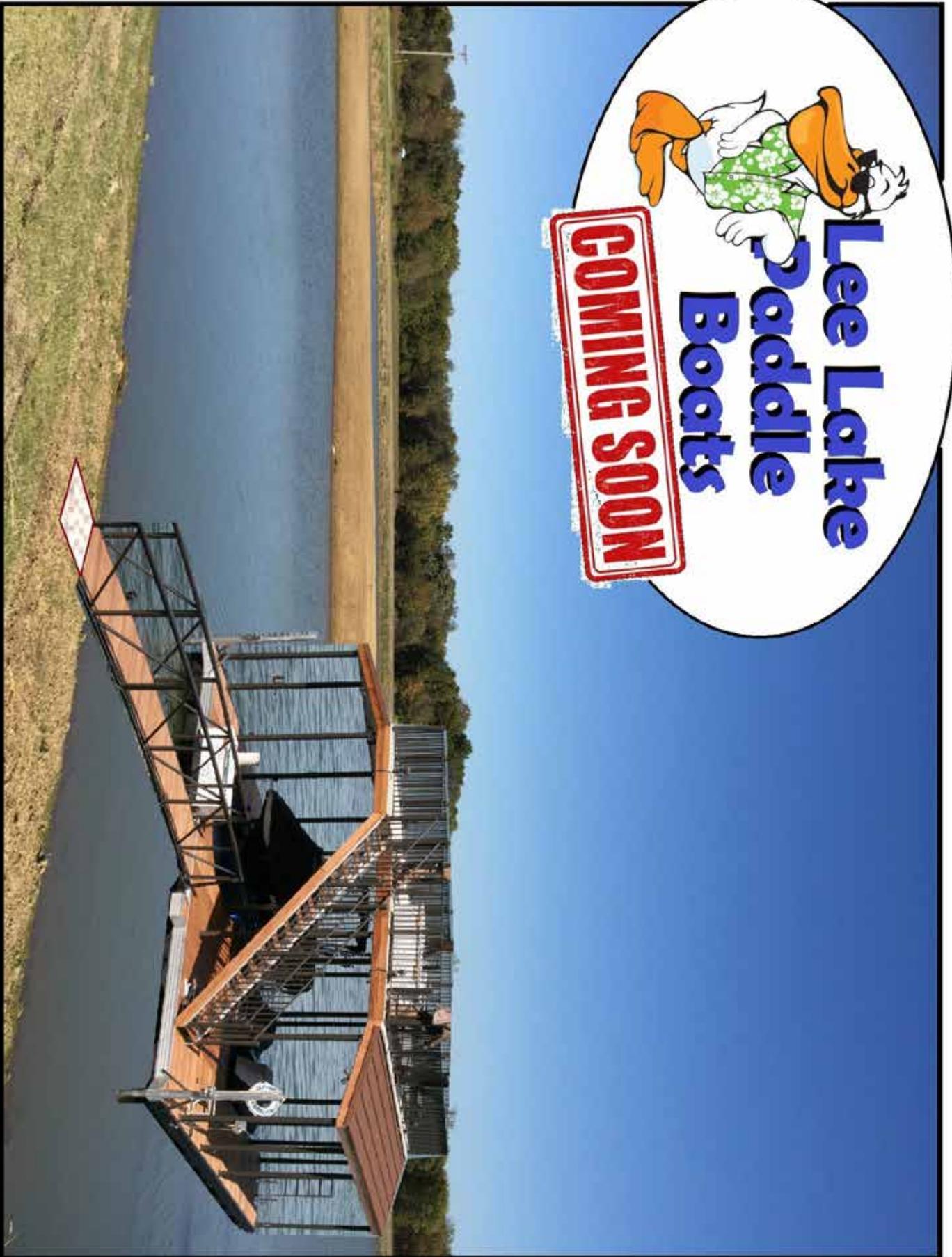
>> Light Drizzle - Special << IF the weather Changes (ONLY a light Drizzle / Mist / Fog) , ..
 We will STILL operate with a NOTICE - Your Option to rent @ the " Singing in the Rain Club" price \$5 / 30 min

**** Swim Suits would be highly encouraged since you will get WET !!**

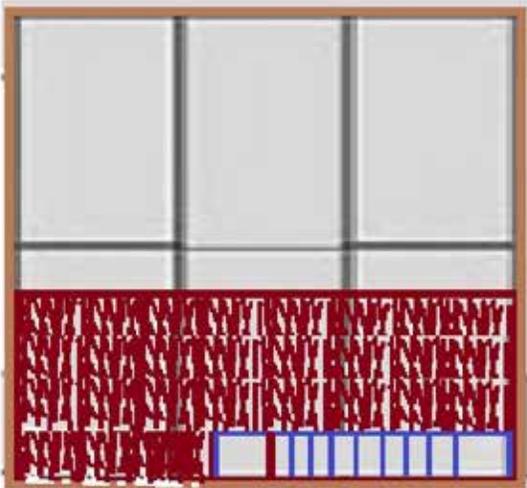


Lee Lake Paddle Boats

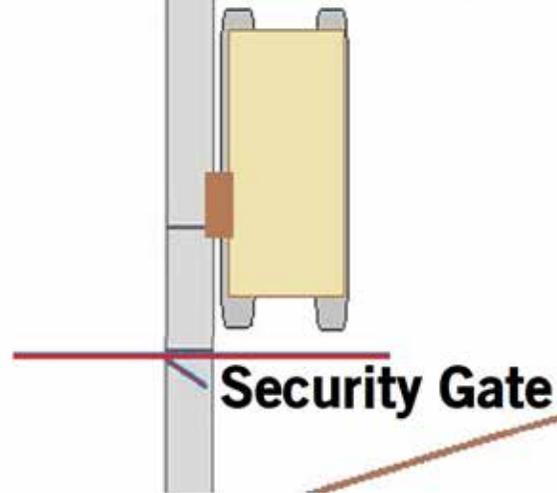
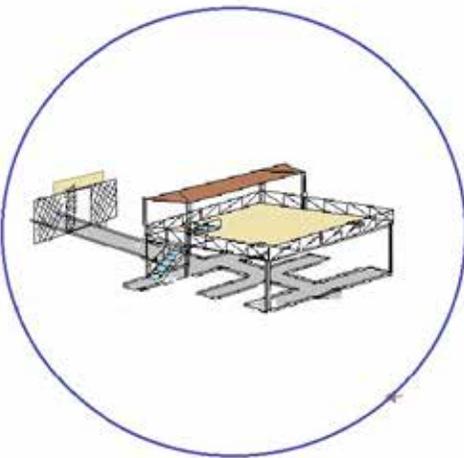
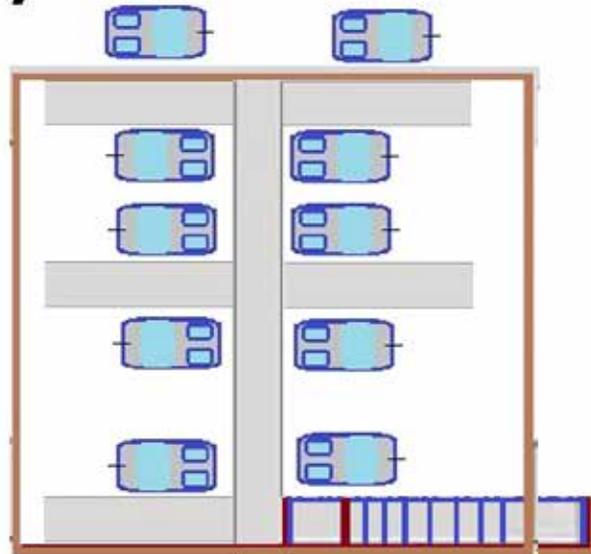
COMING SOON



Double Deck, H



Upper Observation



Basic H shape,.. 10 mooring's
& 1 - slip for pontoon (Gate)



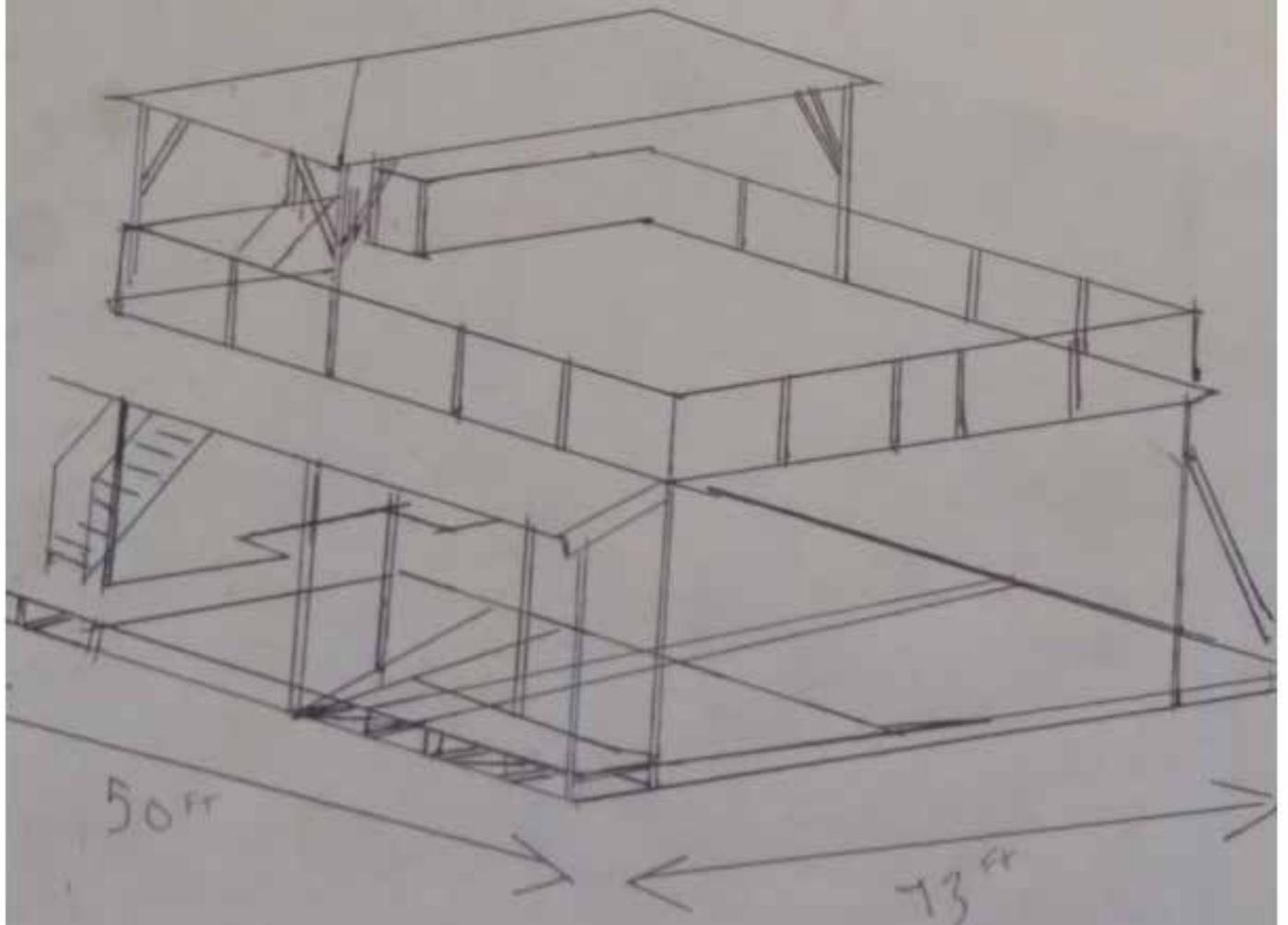
RHINODOCK® UPPER DECK

Take your RhinoDock to the next level. We've combined the strength and stability of our galvanized steel RhinoDock substructure with the first-class look and functionality of an aluminum upper deck for an industry-leading dock experience. RhinoDock's aluminum upper deck features waterproof flooring and premium handrails to provide an attractive patio space and the best in outdoor, waterside living.



Boat Dock

Kingston
1/1/19

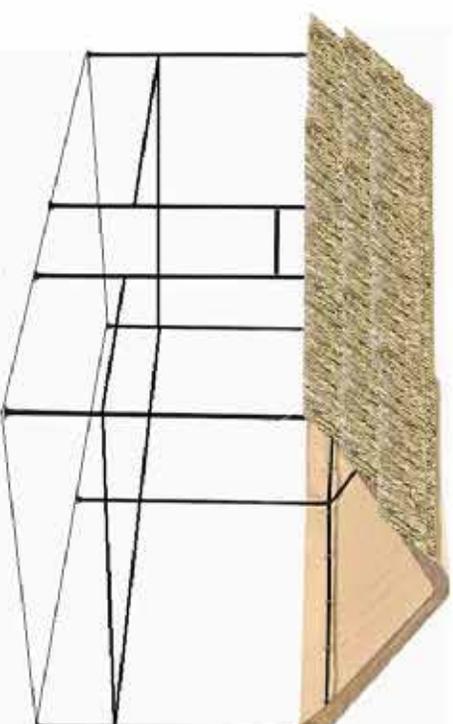




Pontoon Boat - Tiki Hut



Lattus base - boarder
(Canvis - panels)



Artificial Thatch panels



Insect screen windows - Panels







↩ Reply ∨ 🗑 Delete 🚫 Junk Block ⋮

EXT: Paddle Boat Insurance

M mseever <mseever@insurewithphoenix.com>
Thu 4/29/2021 12:41 AM
To: Valdez, David



CAUTION: This email originated from outside the GMR organization. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. NEVER provide your User ID or password.

Morning David,

As we discussed, I can add the \$1,000,000 liability insurance and the \$6,500 coverage on your 10 boats onto your current policy for \$901/year. If you need to add the City of Bartlesville onto your policy as an Additional Insured, then the additional annual premium would be \$1,060/year.

Thank you,
Mark Seever
Phoenix Ins Inc
918-336-5460

Electronic communications from Phoenix Insurance are intended only for the person or persons to whom the communications are addressed. Absent specific instruction, such communications are not intended or approved for forwarding, copying, posting on any website, or disclosure to any unauthorized recipient and may not be relied upon by any person other than the intended addressee. Persons who receive electronic communications who are not the recipient intended by the Phoenix Insurance sender are asked to delete the communication without reviewing its contents, copying or forwarding the communication and notify the Phoenix Insurance sender as soon as possible of their receipt and deletion of the communication. If you wish to not receive emails from Phoenix Insurance, opt-out by clicking [here](#).

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LEASE AGREEMENT
FOR USE OF LAND AT LEE LAKE

THIS AGREEMENT, made and entered into this 6th day of July, 2021, by and between the CITY OF BARTLESVILLE, OKLAHOMA, as Lessor, a municipal corporation, hereinafter referred to as "CITY", and DAVID VALDEZ, as Lessee, a private business person, hereinafter referred to as "VALDEZ".

WHEREAS, the CITY desires to enter into an agreement with VALDEZ for the use of land not to exceed 10,000 square feet more or less, on Lee Lake, said land being owned by the City of Bartlesville, hereinafter referred to as "Site" and more specifically identified in Exhibit A attached hereto, and VALDEZ also desires to enter into such an agreement.

NOW, THEREFORE, for good and valuable consideration, and pursuant to the covenants and agreement hereinafter set forth, the parties hereto hereby agree as follows:

1. CITY hereby leases to VALDEZ the Site for the purpose of the operating a paddle boat (or similar un-motorized vessels) rental business to serve the general public, hereinafter referred as "Business". This lease shall be reviewed annually by the Bartlesville Park Board, and at the discretion of the Park Board may automatically extend under the same terms and conditions, for five (5) successive one-year (1) terms beginning on July 1 of each year until June 30, 2026, unless either of the parties hereto shall notify the other in writing on or before the first day of July of the next succeeding year that said notifying party elects not to extend this lease beyond the lease year during which the notice is given.
2. CITY authorizes VALDEZ to make non-permanent improvements to the Site for the purpose of operating said Business, specifically the installation of a floating dock. A permit for such improvements shall be obtained by VALDEZ and all such improvements shall comply with all applicable CITY codes and ordinances. All such improvements shall be and shall remain the property of VALDEZ and shall be removed by VALDEZ from the SITE at the termination of this Agreement.
3. VALDEZ, for and in consideration of the use of said Site, does hereby agree to procure and maintain insurance coverage or other coverage satisfactory to the City, at limits not less than those of the Governmental Tort Claims Act, and naming the CITY as an additional insured. VALDEZ shall furnish evidence of such insurance coverage to the Director of Parks and Recreation by July 1 of each year.
4. Because all equipment is owned by the VALDEZ, it is agreed that VALDEZ will retain revenues arising out of its use of the Site for the sole purpose of providing paddle boat or similar non-motorized vessel rentals as a benefit to the general public. VALDEZ shall be responsible for the collection and remittance of all appropriate sales and other taxes arising out of its use of the Site and/or as a result of the Business. Valdez shall operate said Business in compliance with all CITY laws and regulations, as well as State of Oklahoma and Federal laws, regulations, and requirements including, but not limited to, boating, life jackets or personal flotation devices, boat safety, boat lighting, alcohol, boat operation, boat equipment, and boat registration.
5. VALDEZ agrees to hold CITY harmless from and to indemnify CITY for any and all personal as well as property losses, injuries, and damages sustained by any person arising out of or in any way connected with the VALDEZ's use of the Site pursuant to the terms of this Lease Agreement.
6. VALDEZ shall keep the Site in a clean and safe condition and pay all costs connected with the operation of the Business, including utilities and costs incidental to maintaining the Site's area and structures. CITY retains the

right to periodically inspect the Site to determine that the area and structures are maintained in a satisfactory condition. VALDEZ shall provide a current copy of all keys used on the Site to the CITY and ensure that the CITY has current keys to the Site at all times.

7. CITY agrees to allow VALDEZ to tie into the CITY'S electric service located at the Lee Lake public restroom, and to extend said service at his own expense to service the Site. VALDEZ shall reimburse the CITY monthly the cost of his actual electric usage or a flat rate as determined appropriate by both parties. In accessing and extending said electric service, VALDEZ shall restore any disrupted property to its original condition.
8. Unless otherwise provided in this Agreement, VALDEZ shall not make permanent improvements or modifications to the Site without first submitting a written request for said improvements or modifications to the City Manager and until authorization has been given by the proper authority.
9. It is further agreed, that VALDEZ shall not assign this lease or sublet the Site, or any part thereof, without the written consent of the CITY. It is also agreed that upon failure to comply with the terms and conditions of this lease, CITY may declare this lease at an end and void, and re-enter and take possession of said Site as provided by law.
10. It is further agreed, that at the end of this lease, or earlier termination thereof, VALDEZ shall give peaceful possession of the Site to CITY in as good a condition as it is in now, normal wear and tear and damage by natural elements and/or by forces, including fire, beyond control of the VALDEZ excepted.
11. The covenants and agreements of this lease shall extend to and be binding upon the heirs, executors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease this 6th day of July, 2021, to be effective according to the terms hereof.

CITY OF BARTLESVILLE, LESSOR

Mike Bailey, City Manager

Date: _____

ATTEST:

City Clerk

DAVID VALDEZ, LESSEE

David Valdez

Date: _____

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Take action to approve an ordinance amending Chapter 20 of the Bartlesville Municipal Code pertaining to the wastewater capital investment fee.

Attachments:

Ordinance Amending Chapter 20 for FY 2022

II. STAFF COMMENTS AND ANALYSIS

The ordinance adopted June 7th 2021 contained a typo that will incorrectly set the rate of the wastewater capital improvement fee at 2016's level. Staff has provided an ordinance that corrects this mistake.

III. RECOMMENDED ACTION

City Staff recommends approval of ordinance to correct

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 20 OF THE BARTLESVILLE MUNICIPAL CODE PERTAINING TO WATER AND WASTEWATER RATES, BILLING, AND FEES FOR SERVICES IN THE WATER AND WASTEWATER DEPARTMENTS EFFECTIVE JULY 1, 2021.

WHEREAS, it is necessary to correct the City of Bartlesville’s wastewater capital investment fee to pay for capital projects for fiscal year 2021-22 and; and

Sec. 20-251. - Charges, designated.

(d) Pursuant to paragraph (b) of this section, the following charges shall be applied to all users of the sanitary sewer system:

- (1) Unit charge per one thousand (1,000) gallons of billable flow shall be:

July 1, 2021
3.49

- (2) Billing charge per customer per month shall be:

July 1, 2021
11.93

- (3) Wastewater capital investment fee per one thousand (1,000) gallons of billable flow shall be:

July 1, 2021
2.53

APPROVED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE CITY OF BARTLESVILLE THIS _____ DAY OF _____, 2021.

Mayor

ATTEST:

City Clerk

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Collective Bargaining Agreement between the City of Bartlesville and Fraternal Order of Police Lodge 117 for Fiscal Year 2021-2023.

Attachments:

FOP Collective Bargaining Agreement FY21-23

II. STAFF COMMENTS AND ANALYSIS

The staff has reached an agreement with the FOP, which will last through June 30, 2023. The agreement is subject to Council approval. Major negotiated revisions to the proposed contract are as follows:

- A two-year contract was negotiated, subject to Oklahoma constitutional prohibitions on multi-year indebtedness;
- The promotional process was refined to require vacancies for the rank of captain to be appointed by the Chief of police from within the ranks of BPD, but otherwise exempt from the promotional process;
- The Grievance procedure was updated to more closely reflect common practice among peer Cities;
- Longevity was increased to \$750 annually for officers with 5-9 years of service, \$1,500 for 10-14 years of service, \$2,500 for 15-19 years of service, \$3,500 for 20-29 years of service and \$4,500 for 30+ years of service.
- The pay scale was increased by 12% on all ranks with the exception of Corporals which was increased by 18%.

Except as above set forth, the contract contains largely the same provisions as the 2020-2021 and previous contracts. All members of the City staff who were involved in this contract negotiation recommend approval of the above contract.

III. RECOMMENDED ACTION

Staff recommends approval and execution of collective bargaining agreement with the FOP Lodge 117.

**AN AGREEMENT BETWEEN THE
CITY OF BARTLESVILLE,
OKLAHOMA AND
FRATERNAL ORDER OF POLICE
LODGE 117**

FISCAL YEARS

2021-2022

and

2022-2023

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**ARTICLE 1
PREAMBLE**

This Agreement is entered into by the City of Bartlesville, Oklahoma, hereinafter referred to as "City" or "Employer", and the Fraternal Order of Police, Lodge 117, hereinafter referred to as "Lodge", and has as its purpose the promotion of harmonious relations between the Employer and the Lodge, the establishment of an equitable and peaceful procedure for the resolution of differences, to insure the well-being of said employees and the efficient and economical operation of the departments in which they are employed, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 2
RECOGNITION**

Section 1. The City recognizes the Lodge as the exclusive bargaining agent for those officers defined by law as members of the unit, except:

- (A) The Chief of Police
- (B) One (1) Administrative Assistant who is the Deputy Chief of Police
- (C) Civilian Employees
- (D) Non Full-time C.L.E.E.T. Certified officers
- (E) Probationary employees shall not have access to the grievance procedure, but all terms of the CBA shall apply.

**ARTICLE 3
GENDER CLAUSE**

The City and Lodge hereby agree that the words used throughout this Agreement in the masculine gender shall also include the feminine gender.

**ARTICLE 4
MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION**

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to under affirmative action to ensure that applicants or employees are treated without regard to race, color, religion, sex, marital status, national origin, ancestry, disability, age, status of Lodge membership or political affiliation, except where a bona fide occupational qualification exists. Each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, and/or other applicable laws.

Section 2. In the event that any portion of this Agreement unintentionally conflicts with the Employer's capability to be in compliance with said laws, the Equal Employment Opportunity Commission (EEOC) Guidelines will be overriding to that portion of the Agreement.

ARTICLE 5 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties thereto, and no provision, term or obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or by change geographically of the place of business or the seat of government of either party hereto.

ARTICLE 6 AUTHORITY AND TERM

Section 1. The City and Lodge have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Lodge and from arbitration proceedings.

Section 2. This Agreement shall be effective as of the 1st day of July 2021, and shall remain in full force and effect until the 30th day of June 2023, in accordance with the provisions of the Fire and Police Arbitration Act. The Parties agree that the monetary provisions for fiscal year 2021-2022 and 2022-2023, covered by this Agreement are subject to the appropriation of adequate and sufficient funds at the beginning of each fiscal year. In the event the City is unable to or fails to appropriate adequate and sufficient funds by June 30, 2022, for the terms of the Contract Agreement, or is unable to or fails to appropriate adequate and sufficient funds by June 30, 2022, the 120-day notification period required by the Agreement shall be waived. The City and Lodge shall immediately enter into good faith collective bargaining for the appropriate fiscal year on monetary issues only. Any agreement reached thereafter on monetary issues shall be effective as of July 1 of the appropriate fiscal year.

ARTICLE 7 MANAGEMENT RIGHTS

Section 1. Lodge recognizes the prerogative of City to operate and manage its affairs in all respect and in accordance with its responsibilities, and the power or authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitations, within the rights of the City.

Section 2. Except as may be limited herein, the City retains the rights in accordance with the U.S. Constitution, the Oklahoma Constitution, the laws of the State of Oklahoma, and the ordinances and regulations promulgated thereunder:

- A. To determine the Police Department policy, including the right to manage the affairs of the Police Department in all respects, except as stated above.
- B. To assign working hours, including overtime.
- C. To direct the members of the Police Department, including the right to hire, terminate, discipline for just cause, promote or transfer any member of the Police Department.
- D. To determine the table of organization of the Police Department, including the right to organize and re-organize the Police Department and the determination of job classification and ranks based upon duties assigned.
- E. To provide for the safety, health and property protection measures for the Police Department.
- F. To allocate and assign work to members of the Police Department.
- G. To be the sole judge of the qualifications of applicants, to determine the appropriate training of all employees and to determine the number of employees within the department and on each shift.
- H. To schedule the operations and to determine the number, type, and duration of hours of assigned duty.
- I. To establish and enforce Police Department rules, regulations, policies, procedures and orders, verbal or written.
- J. To introduce new, improved or different methods and techniques of operations of the Police Department or to change existing methods and techniques.
- K. To determine the amount of supervision necessary.
- L. To control the departmental budget.
- M. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency.
- N. To layoff or relieve employees due to lack of work or funds or for other legitimate reasons; City shall be the sole judge of what is a legitimate reason for said actions. City agrees to discuss with Lodge representatives its reasoning for taking such proposed action but the final decision is that of the City.
- O. To establish procedures for internal investigations and for citizens' complaints.

- P. For employees hired after June 30, 2005, City has the right to require such employees to live where they can reasonably physically report to police headquarters within forty-five (45) minutes after notification.
- Q. To employ new Police Officers, a \$3,000.00 bonus may be granted to new Police Officers with prior experience who hold a C.L.E.E.T. certification or a certification recognized by C.L.E.E.T. In addition, if the new Police Officers successfully pass their first evaluation, then the new officer will receive an additional \$3,000.00 bonus. In the event the new officer is disciplined during his first year and is placed on additional probation, or receives discipline greater than a written reprimand, or does not successfully pass his/her evaluation, then the second \$3,000.00 will not be available. Under existing C.L.E.E.T. rules, when the City hires an officer within 12 months of becoming C.L.E.E.T. certified, the City may pay training cost to the prior department. Officers hired within 12 months of becoming C.L.E.E.T. certified will be ineligible for either of the bonuses unless the prior department waives such reimbursement. In that instance, the officer will be eligible for the bonus subject to the terms outlined above.
- R. To maintain acceptable standards of performance and conduct that relate to the day-to-day activities of the employees.

ARTICLE 8 PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operations and administration of the Bartlesville Police Department currently in effect on the effective date of any negotiated Agreement shall be deemed a part of said Agreement unless and except as modified or changed by the specific terms of such Agreement.

ARTICLE 9 PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Lodge agrees to a prohibition of any job action, i.e., strike, sympathy strike, secondary boycott, work slowdowns, sit-downs, concerted stoppage of work, concerted refusal to perform overtime or emergency overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the Police Department and the City of Bartlesville. Lodge shall not aid or assist any person or parties engaging in the prohibitive conduct, by giving direction or guidance to such activities or conduct.

Section 2. Upon notification confirmed in writing by the City to the Lodge that certain officers represented by the Lodge are engaging in a wildcat strike, or other activities described in Section 1 of this article, the Lodge shall immediately, in writing, order such persons to return to work at once and provide the City with a copy of such an order, and a responsible official of the Lodge shall publicly order them to work. In the event that a wildcat strike occurs, the Lodge agrees to take all responsible effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. The City and the Lodge agree that unfair labor practices as defined in the Firefighters' and Policemen's Arbitration Act shall constitute unfair labor practices for the purpose of this Agreement. It is understood that statutory unfair labor practices are not subject to the contract arbitration procedure.

Section 4. Any person represented by the Lodge who violates any portion of this Article shall be subject to discipline including dismissal.

ARTICLE 10 SENIORITY

Section 1. Seniority shall be defined as continuous service with the Police Department. An officer shall be considered to be on probationary status for a period of twelve (12) months, and thereafter shall be considered having attained non-probationary status unless such probationary status is extended. Upon attaining non-probationary status, the seniority date shall then commence from the last date of hiring with the Bartlesville Police Department.

Section 2. Seniority between two (2) or more officers who are hired on the same date shall be determined by rank in the Department. When two (2) or more such officers are the same rank, seniority shall be determined by length of service within the rank. When two (2) or more such officers of the same rank have the same length of service in said rank, seniority shall be determined by the final score for obtaining the present position with the Bartlesville Police Department with the higher score determining seniority.

Section 3. An officer shall lose his seniority status for the following reasons:

- (A) Discharge if not reversed
- (B) Resignation from employment
- (C) Retirement
- (D) An unexcused failure to return to work upon expiration of a leave of absence
- (E) When an officer has been laid off for a period of twelve (12) months.

ARTICLE 11
MANAGEMENT-LODGE MEETINGS

Section 1. The Police Chief and/or his designated representative and the President of the Lodge and/or his designated representative shall meet at the request of either party at any time or place mutually agreed upon. If at any such meeting, either party shall request a progress report on a particular subject or problem, the requested party shall deliver the report at the next Management-Lodge meeting.

Section 2. The purpose of such meeting shall be to encourage and facilitate communication between the parties and to determine recommendations concerning all problems of mutual concern, including but not limited to potential grievance situation.

Section 3. The function of these meetings shall neither supersede, nor limit the provisions of this Agreement relating to the grievance procedure. These meetings shall not be used to circumvent the collective bargaining process or the grievance procedure established herein.

ARTICLE 12
DUES DEDUCTION

Section 1. The City agrees to deduct regular monthly Lodge dues from earned wages of those employees who are in the bargaining unit and who authorize such deductions. The deduction shall be made twice a month from each consenting employee's paycheck in a uniform amount certified to be correct by the Secretary-Treasurer of the local Lodge. A check for the total deductions shall be made available to be picked up by a representative of the Lodge upon the signing of a receipt therefore, no later than fifteen (15) calendar days after the last deduction of each month is made. The Lodge will provide to the payroll clerk a current written list of representatives authorized for this purpose. Deductions may be made from the earned wages of entry level probationary employees who are in the Lodge and the Lodge agrees to advise such entry level probationary employees that such deductions are voluntary and that they are represented by the Lodge in accordance with Article 2 hereof. Fifteen (15) days subsequent to the effective date of this Agreement, all members of the bargaining unit desiring payroll deduction of Lodge dues shall individually sign an authorization card, provided by the Lodge and approved by the City, authorizing the stated monthly dues deduction to be made. The payroll deduction may be revoked by the employee by notifying the City in writing. The Lodge shall be notified of any revocation.

Section 2. The City will deduct only Lodge dues from the employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions, except for dues. In the event of any increase or decrease in Lodge dues, the Lodge will give the City thirty (30) days' written notice in order to allow the City to make the proper changes in its accounting records.

No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount deducted.

Section 3. The City will provide the Lodge Treasurer with a report showing each individual's name and the deduction amount at the time of payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Lodge. The City shall not be responsible for errors. In case an error or improper deduction is made by the City and paid to the Lodge, a proper adjustment of the same shall be made by the Lodge with the employee affected.

Section 5. The Lodge shall indemnify, defend and hold harmless the City against any claims made, and against any suits instituted against the City on account of payroll deductions of Lodge dues.

ARTICLE 13 REDUCTION IN FORCE

In case City determines in its sole discretion that a reduction in force is necessary or desirable, the following procedures will apply:

- A. The numbers of positions to be reduced will be determined by City.
- B. Temporary and newly hired probationary employees will be the first to be laid off.
- C. In selecting other employees for layoff, employees will be laid off in inverse order of seniority. In determining seniority for the purpose of personnel reduction, only the length of continuous service as a Bartlesville Police Officer, regardless of rank, shall be counted.
- D. The City of Bartlesville will have sole discretion for determining the department organization for the personnel remaining after a reduction in force, including determination of job classifications and ranks based upon duties to be assigned. If demotions are required due to a layoff, the members to be demoted will receive a change in pay as follows:
 - (1) If the member's current salary falls within the salary range for the new position, there will not be a full Step reduction in pay, but the new salary must be based on the hourly rate in the new range that is equal to or closest to their current hourly rate.
 - (2) If the member's current salary is more than the maximum of the new range, the salary will be reduced to the maximum for the new grade. In either case, a new review date of one year from the effective date of the demotion will be

established. For such a demotion, the member will not be able to pursue any grievance or other legal action.

- E. A minimum of thirty (30) days' notice will be given to all employees selected for layoff.
- F. Laid off employees will be placed on a recall list for one year from the effective date of the layoff. Temporary or probationary employees who are laid off will not have rights to recall.
- G. Should a full time opening occur within the employee's classification, the laid off employee will be notified by mail at the last known mailing address of the employee. Laid off employees will be rehired on the basis of seniority with the employee having the most seniority being the first employee to be offered to be rehired. However, City is not obligated to rehire the laid off employee if the Chief of Police determines after evaluation that said employee is not presently qualified to fill the position for which he would be rehired. It is the employee's responsibility to keep the City personnel office informed as to his current address. Failure to respond to such notice within fourteen (14) calendar days of the mailing of such notice shall result in forfeiture of any re-employment or recall rights. If the employee does notify the City of his intention to return to work but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.
- H. Leave time will not accrue during the period of layoff, however, previously accrued sick leave and seniority will be reinstated if the laid off employee is recalled within one year after layoff. The vacation accrual rate and longevity rate will be the same as before the layoff.
- I. Time-in-grade toward the next merit (if one is provided for) will be reinstated if the laid off employee is recalled into the same position classification within one year. If the employee is re-employed after one year or re-employed in a different position classification, time-in-grade toward the next merit increase will not be reinstated.
- J. Laid off employees who are recalled will be required to complete a new probationary period.
- K. During such period of layoff, there shall be no accrual of any contractual benefits except as may be required by applicable federal or state law or except as specifically authorized by this Agreement.
- L. If any employee is demoted as a result of a reduction in force and then at a later time the employee's former rank becomes vacant and City makes a determination to fill such vacant rank, then said employee shall automatically be restored to his previous rank without the necessity of going through the promotional process.

ARTICLE 14
BULLETIN BOARD, LODGE MATERIAL AND
LODGE BUSINESS AND MEETINGS

Section 1. The City agrees to provide reasonable space on a Police Department bulletin board for the posting of Lodge informational notices. It is understood that there shall be no material posted of a derogatory or inflammatory nature toward anyone, or for political endorsements or denouncements. It shall be the responsibility of the Lodge to maintain the material they post, to insure prompt removal of outdated material, and further insure the posting of such material is limited only to the bulletin board. The Police Chief or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article. Prior to removal of material by the Police Chief or his designee, the Lodge will be notified of the posting of non-conforming material and request made of the Lodge to remove such material.

Section 2. This bulletin board shall be displayed in the Police Department Squad Meeting Room and shall be no larger than four feet wide and four feet high.

Section 3. Employer agrees that Lodge material may be placed in mail boxes of Lodge members only and shall be placed by off-duty officers of the Lodge. Lodge material shall not be inflammatory in nature.

Section 4. The Lodge is granted up to sixty (60) hours off per calendar year with pay for the purpose of conducting Lodge business, with prior approval of the Police Chief. Time spent by on-duty personnel for contract negotiations shall not count toward the 60 hours above set forth. The specific Lodge member who shall be allowed to take off with pay shall be determined by the Lodge President. In addition, an employee elected as an officer of the Lodge or as a delegate to Lodge activity, as it pertains to Lodge business, shall be granted a leave of absence without pay by the Police Chief, provided said Lodge business is determined to be nonconflicting with the overall operational necessities of the Police Department. Written requests for leaves of absence, either with or without pay, shall be forwarded to the Police Chief at least five (5) days in advance for his approval.

Section 5. Lodge will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time, and location of such meetings must be approved by the Police Chief or his designee prior to said meetings. It is understood that Lodge and Employer will cooperate in this agreement and excessive requests will not be made by the Lodge and permission to hold meeting will not be unreasonably denied by the Employer so long as the meetings do not impede or interfere with normal operations of the Police Department.

ARTICLE 15 WAGES

Section 1. All employees covered by this Agreement shall receive the wages shown on the attached Appendix I for Fiscal Year 2021 – 2022 effective July 1, 2021. All employees shall receive a 2.5% step increase in wages on the established review date of such employee. For fiscal

year 2022-2023, Appendix I will be adjusted to reflect a cost of living raise equal to the cost of living raise given to general and City employees as a group.

Section 2. All employees will have an annual performance evaluation conducted by their Division Commander and reviewed/approved by the Police Chief based on each employee's established review date. The employee's Division Commander must have supervised the employee for a period of not less than 60 days. If this is not the case, then the duty of the Division Commander shall fall to the previous Division Commander of said employee.

Employees who are not yet at the maximum of their salary grade and who received an overall satisfactory rating on their evaluation, shall receive a step increase as hereinafter set forth. A Personnel Action Form initiating a 2½ % step increase effective as of the established review date shall be attached to Performance Evaluation and forwarded to the Personnel Office two (2) weeks prior to the established review date. Provided, however, in no event shall the wages of an employee exceed the maximum hourly rate for their classification as shown on Appendix A

If an employee receives less than a satisfactory review (an overall score of less than 3.0 on a scale of 0 to 5), he/she will be reevaluated in three (3) months. If the reevaluation reflects sufficient improvement in performance, the employee shall be determined to have had a satisfactory evaluation effective as of the revised review date. This revised review date will become the established review date for the following year.

If the reevaluation does not reflect improvement in the employee's performance, appropriate disciplinary action may be necessary.

Section 3. City will continue to give differential pay of 5 % to FTO officers in the same manner as it has in the past.

Section 4. Officers will receive \$10.00 per month for Intermediate C.L.E.E.T. Certification. Once an officer obtains an Advanced C.L.E.E.T. Certification, he/she will receive an additional \$5.00 per month.

Section 5. Officers who are state certified law enforcement instructors will receive \$15.00 per month. Advanced state certified law enforcement instructors will receive an additional \$5.00 per month. With both basic and advanced instructor certification, an officer will receive \$20.00 per month. An officer receiving instructors pay must teach classes when directed by the department or relinquish their instructors pay. If an officer relinquishes instructors pay, he will not be eligible to receive instructors pay for one (1) year from the date of relinquishment.

Section 6. The City agrees to pay to each officer who has completed studies relating to courses at accredited universities or colleges in accordance with the following schedule:

60 hours	\$40.00 per month
Associates Degree	\$55.00 per month
Bachelors Degree	\$110.00 per month
Masters Degree	\$125.00 per month

An officer holding multiple degrees shall only receive compensation identified for the highest single degree or highest amount of hours for which he qualifies.

- A. Employees hired that already hold one of the listed degrees or required hours will immediately begin to receive the Education Incentive. Those Officers who take advantage of the City's Education Assistance Program will begin receiving the Education Incentive after one (1) year of service after obtaining the degree.

Section 7. In accordance with the past practice of the parties, the work day of all officers covered by this Contract shall consist of eight (8) hours. In addition, officers assigned to Patrol Division shall receive an additional fifteen (15) minutes of pay, per work day, for those days that they attend the shift change briefing prior to the beginning of their assigned shift.

Section 8. Canine officers shall receive differential pay at the rate of 5% of salary. This could result in an officer being paid above the scale in Appendix 1. The differential pay is not a permanent pay increase and is due as long as an officer is assigned a canine. Canine officers shall be allowed to schedule two (2) full shifts per month for the training of the animal. The training shifts shall be scheduled a minimum of one (1) month in advance in coordination with the shift's supervisor to prevent staffing conflicts or shortages. A "shift" for pay purposes under this section shall be considered eight (8) hours.

Section 9. Police Officer status upon hiring equals "recruit" if non-certified. Police Officer status following State Certification or if already State Certified when hired, equals Step one (1). One year probationary period following Police Officer's successful completion of Academy (State Certification) and/or when entering Field Training Program. Following one year probationary period and performance evaluation meeting or exceeding expectations, the Police Officer's wage increases to Step two (2). Following Step two (2), Police Officer's wage adjustments follow parameters set for merit or Step increases.

ARTICLE 16 LONGEVITY PAY

All employees covered by this Agreement shall receive additional longevity pay based on their employment by the City of Bartlesville according to the schedule attached hereto as Appendix II.

ARTICLE 17 OVERTIME

Section 1. All employees covered by the Agreement at the rank of Police Officer, Corporal, Sergeant and Lieutenant are eligible for overtime compensation via overtime pay or compensatory time. Said personnel will receive overtime compensation for actual hours worked in excess of 82.5 hours in a 14-day working period for patrol and in excess of 80 hours for investigation division. Vacation, holidays and compensatory time will be considered as hours worked. All other paid leave time will not be considered as hours worked for overtime calculations. Each employee will be able to accrue no more than 80 hours of compensatory time. Any time worked over the 80-hour compensatory time maximum will be paid as overtime pay.

Section 2. Officers working overtime must have prior approval to work overtime from the Chief, his designee, or shift supervisor to work overtime. However, if due to circumstances prior approval cannot be obtained, the overtime work will be subject to review and possible disallowance if not justified in the discretion of the Chief.

Section 3. All hours worked during a pay period that result in overtime will be paid at the rate of one and one-half. No officer shall be sent home from his regularly scheduled shift to avoid the payment of overtime or compensatory time.

Section 4. Officers having accrued compensatory time off may take it at their discretion as long as it does not conflict with department operations.

Section 5.

A. Investigators who are normally scheduled to be on standby status shall receive two hours of pay at the employee's regular hourly rate on a straight-time basis for each day on standby. A standby Investigator who is called back to the workplace during their off-duty time shall receive compensation according to the 80-hour cutoff provision.

If any employee who is scheduled for standby finds that he will not be available for standby on a particular day, it is his responsibility to arrange for a substitute employee who will be available for that particular period and to so inform his supervisor. In this instance, the employee scheduled will receive the standby pay, assuming it is not necessary to call the substituting employee back to work during the substituting time period. The employee who is scheduled for standby will be responsible for paying back the substituting employee for the time owed in the form of a future substitution when that employee is scheduled for standby.

B. Employees at the rank of Police Officer, Sergeant or Lieutenant who are called back to the workplace during their off-duty time for an emergency situation shall receive two (2) hours of overtime compensation, whether or not the employee works two hours due to the emergency call back, for the first callback during each off-duty period. Any time worked beyond this initial two (2) hours will be compensated according to the 82.5 hour cutoff for patrol officers and 80 hour cutoff for investigators and in house officers. Employees who are called back to the workplace again during the same off-duty period shall only receive compensation for the actual hours worked. The off-duty period to be used to determine when the two hour minimum is paid

for the first call back will be from midnight to midnight. All emergency call backs must be authorized by the appropriate supervisor prior to an employee responding.

**ARTICLE 18
INSURANCE**

Section 1. It is agreed that City will provide to members represented by the Lodge the same rights, benefits and obligations relating to life insurance, health, and accident insurance as the City grants to other City employees not represented by a Lodge.

Section 2. The City will allow access to its medical insurance plan by the surviving eligible dependents of a member who is killed in the line of duty. Such surviving dependents will pay premiums at the retiree rate for up to five (5) years and at the COBRA rate thereafter. Once a surviving spouse elects to discontinue coverage for himself/herself and/or any eligible dependents, he/she will not be able to reinstate coverage. Coverage will cease upon the remarriage of the surviving spouse.

**ARTICLE 19
ASSIGNED DAYS OFF**

Days off will be bid by rank first and then by seniority for each shift or division during the first week of November for the following year. This does not apply when in conflict with department programs such as FTO. In the event of transfers, the transferred officer will be assigned the vacated days off until January 1 of the following year.

**ARTICLE 20
VACATIONS**

Section 1. Vacation time is accrued at the following rates:

Years of Service	Hours Accrued Per Pay Period	Hours Accrued Per Year
1-4	3.08	80
5-11	4.62	120
12-19	6.16	160
20 or more	7.70	200

Upon completing 5, 12 and 20 years of service, an employee will have an additional 40 hours of vacation added to his accrued vacation and will begin accruing vacation at the higher rates shown above.

Section 2. Starting the second week of November of each year after completion of the Assigned Day Off roster, a Vacation/Holiday calendar will be made available to each shift or division as appropriate to schedule these leaves for the following calendar year. The officers will place part or all of their available leave on the calendar. This will be done by rank, and following rank by seniority. This roster must be completed by January 1` of the following calendar year. A choice once made cannot be subsequently altered without prior approval of the person who is on the roster and the division commander.

The Vacation/Holiday calendar for each shift or division shall be used expressly for the scheduling of vacations and holidays. This calendar shall not be used to schedule training schools. The Chief or his designee may determine a maximum number of officers who may be off per day. This determination will be irrespective of the scheduling of training schools or paid leave time. Except in case of emergencies, all time off must be scheduled a minimum of three (3) days in advance. However, if there are openings on the calendar the three-day period does not apply.

Section 3. Employees will be eligible to take vacation after completing six months of service. Vacation may be taken in one/half hour increments.

Section 4. An employee is authorized to carry over to the next calendar year up to one year plus 16 hours of unused vacation time.

Section 5. Absence due to sickness, injury or disability or attending the funeral of someone other than an immediate family member as defined in the Funeral Leave Section of this Agreement may be charged against vacation at the request of the employee and upon approval by the Chief of Police.

Section 6. An employee who terminates employment with the City shall be paid for accumulated vacation if he has completed at least six (6) months of service. Such accumulated time shall be paid on the employee's final paycheck.

Section 7. Veterans will receive Veteran's Day off when it is their regularly scheduled day to work and will be paid for the day as military leave. The employee must provide the department payroll clerk with a copy of their DD214 during the applicable pay period as documentation in order to receive Veteran's Day off.

When the number of veterans taking the holiday creates a minimum manning or hire back issue, the Chief, or his designee, has the authority to allow veterans to use their Veterans Day holiday within 30 days after Veteran's Day. His decision is final and will be made based on business needs and will not rely on rank, seniority or any other practices.

Should the employee take a day other than Veteran's Day (within the 30 day period), they will still provide a copy of their DD214 for the day used.

**ARTICLE 21
HOLIDAYS**

Section 1. Effective January 1 of each year, employees will receive eleven (11) days holiday leave per calendar year.

Section 2. Employees will receive holiday pay based on their regularly scheduled work hours for that day.

Section 3. Employees who work on their scheduled holiday, other than those who voluntarily hire back on their scheduled holiday and offer to reschedule the holiday, shall be compensated at their regular rate of pay for the regularly scheduled hours of work in addition to one and one-half hours at the regular rate of pay for each hour worked.

Section 4. Employees will not be allowed to carry forward holiday hours into the next calendar year except in situations caused by extenuating circumstances as determined by the Police Chief. Request for exceptions must be submitted in writing to the Chief of Police for approval prior to the beginning of the next calendar year.

Section 5. If an employee with earned, unused holiday leave terminates employment with the City, he will be paid for such unused hours. If an employee who has used unearned holiday leave terminates employment, he will repay the City for such hours. Such adjustments shall be made on the employee's final paycheck.

**ARTICLE 22
HIRE BACK**

Section 1. Hire back is defined as work time deemed necessary because of manpower and/or staffing shortage where an off-duty Police Officer may be called into work to supplement manpower or staffing shortage.

Nothing in this article is construed to limit the management of the Police Department from alternate staffing options. At times, Police Department volunteers might be relied upon to conduct some duties. It is the discretion of Police Department management to utilize its volunteer Police Department staff to also supplement manpower and/or staffing shortages.

Section 2. The Shift Supervisor will ask for a volunteer from the off going shift to fill the vacancy. If more than one-person volunteers, the Shift Supervisor will conduct a lottery of those volunteers to fill the vacant position. If in the event there are no volunteers to fill the vacant spot, the Shift Supervisor will conduct a forced lottery of the off going shift (From Lieutenant to junior officer) to fill the vacancy. In the event that an officer is hired back for any reason to fill a vacancy the rate of pay will be at double time.

Section 3. Emergency Detention Order transports shall fall under the hire back guidelines of this section if the supervisor of the transporting shift determines that his/her manpower will not be sufficient to meet shift needs and a reserve officer is not available. In the event a transport is needed, as early as possible, an attempt shall be made to fulfill the requirements set forth in the above sections.

Section 4. In the event it is determined by the supervisor in charge that an emergency situation exists that affects or potentially could affect the health, safety or welfare of the citizens of Bartlesville and it is determined that it is not appropriate to spend time calling the various parties on the hire back list, the supervisor may direct the dispatcher to call any officer in the department and inform them that an emergency condition exists. Although any available officer can be called, the most readily available officers to contact should be the officer(s) on-call on the hire back list. In such an event, the officer called shall be required to immediately report for duty unless he is impaired and would not be able to function safely. Being undermanned, in itself, is not considered by this section as an emergency situation. The supervisor making the determination of an emergency condition will forward a report to the Chief within twenty-four (24) hours. The report will contain all information relative to the facts that caused the supervisor to believe that an emergency existed.

Section 5. If an officer or supervisor is off duty and is called and directed to report to some location while off duty, then said officer or supervisor shall be paid for the time spent at the location to which they were directed to report, but in any event should be paid for a minimum of two (2) hours. Provided however, if the reason for requiring the officer to report to said location is to rectify an error or omission made by said officer, then said officer shall only be paid for reporting to said location and any time spent thereat correcting the error or omission made by said officer. In such event, the two (2) hour minimum shall not apply.

Section 6. It is the intent of the City to Hire Back Officers within these guidelines. Any errors in following these guidelines should be brought to the attention of the Patrol Captain immediately who will have the authority to make adjustment and modifications to the list as needed to correct any error.

ARTICLE 23 LEAVE

A. Family Leave.

Section 1. Employees will have a maximum of four (4) work days available per calendar year for family leave purposes. When approved by the Chief of Police or designee, family leave can be used for family members residing with the employee when the circumstances require the personal care and attention of the employee, when a serious health condition affects family members outside the employee's residence, or for other situations which are deemed appropriate.

Section 2. Family leave must have prior approval of the Chief of Police or designee and is charged against leave accumulation.

Section 3. If the circumstances warrant it, the Chief of Police may approve family leave in excess of the annual maximum referenced above, which will be charged in the following order: an employee's sick leave accumulation, compensatory time off, vacation, and leave without pay.

Section 4. Family leave may be taken in one/half hour increments. An employee who leaves the City's employment for any reason shall not be compensated for any accumulated family leave.

B. Personal Sick Leave.

Section 1. Sick leave shall accrue at the rate of 3.70 hours per pay period (12 days per year) with no limit on accumulation. Accrued sick leave can be used for an employee's personal illness, for an employee's medical or dental appointments, or for family leave purposes beyond the annual amount available as described in the previous paragraph. Employees must use all available paid leave (sick leave, compensatory time, vacation) before the employee would be eligible for a leave without pay for sick leave purposes.

Section 2. An employee who is unable to report to work due to personal illness must contact his immediate supervisor or dispatcher at least one/half hour prior to the beginning of his shift.

Section 3. Sick leave may be taken in one/half hour increments.

Section 4. The Chief of Police may require an employee to present a written statement by the treating health care provider before approving sick leave with pay in excess of three (3) consecutive work days. If a review of sick leave usage by the Chief of Police leads him to believe an employee is abusing sick leave, he may require such a written statement sooner. The Chief of Police has the authority to conduct an investigation if he has reason to believe that an employee has used sick leave (or family leave) inappropriately. In such a case, the employee will be given an opportunity to be heard. If after an investigation, the Chief of Police determines that sick leave (or family leave) has been used inappropriately, the employee shall be required to charge the absence to leave without pay rather than sick leave (or family leave). Progressive disciplinary action may be taken for abuse of sick leave (or family leave).

Section 5. An employee who leaves the City's employment for any reason other than retirement, shall not be compensated for any accumulated sick leave. Upon direct retirement from the City of Bartlesville, an employee will receive compensation for 15% of his/her accumulated sick leave hours up to a maximum of 1,920 hours ($1920 \times 15\% = 288$) at the employee's current rate of pay. Provided however, before an employee qualifies for the above benefit, said employee must have a minimum of 576 hours of accumulated sick leave at the time of retirement.

Section 6. Sick leave in excess of sixty (60) consecutive days shall not be used in computing time-in-Step for merit increases, and the review date shall be changed accordingly. (See Extended Sick Leave/Family Leave Section of this Agreement for more detail.)

Section 7. The employee's estate of an employee who is killed in the line of duty shall be paid 100% of the employee's accumulated unused sick leave at the time of death.

C. Attendance Bonus.

Section 1. Employees, who have used not more than ten (10) hours of sick leave as of their anniversary date, will be entitled to a \$250.00 bonus. Employees, who have used not more than twenty (20) hours of sick leave as of their anniversary date, will be entitled to a \$125.00 bonus.

D. Extended Sick Leave/Family Leave.

Section 1. Full-time or part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for extended sick leave or family leave as stipulated in the following paragraphs. Each leave request will be evaluated on an individual case basis. The City of Bartlesville will comply with all provisions contained in the Family and Medical Leave Act of 1993 requiring an employer to provide up to twelve (12) weeks of unpaid leave for particular circumstances in each twelve (12) month period. In this regard, the twelve (12) month period referenced in the Act to be used by the City of Bartlesville will be the calendar year, and employees will be required to substitute appropriate paid leave that is available for unpaid leave time. Where a definition of a term is required, the definition in the Family and Medical Leave Act of 1993 and the related regulations shall be used. Where this labor agreement provides greater benefits for employees, these provisions will supersede those contained in the Family and Medical Leave Act of 1993.

Section 2. Extended sick leave or family leave may be granted when an employee is unable to work due to a serious health condition, extended illness, off-the-job injury or other temporary disability; for the birth of an employee's child and to care for the newborn; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition; or for other situations which are deemed appropriate. If such leave is approved, employees must use all available paid leave such as sick leave, family leave (whichever is appropriate for the particular situation), compensatory time, and vacation for extended leave purposes before a leave without pay will be granted. (An employee will not receive holiday pay while on leave without pay).

Section 3. Extended sick leave or family leave shall not constitute a break in service, but benefits will not accrue while on leave without pay. Time off for extended leave (with or without pay) in excess of sixty (60) consecutive days shall not be used to compute time-in-step for merit increases and the review date shall be changed accordingly.

Section 4. A written statement from treating health care provider or other appropriate source may be required by the Chief of Police in support of the initial request for extended sick leave or

family leave and as a condition of an employee's continued leave eligibility. A written statement from the treating health care provider releasing an employee to return to work after extended sick leave will be required.

In maternity cases, the expectant mother must provide a written statement from the health care provider indicating the expected delivery date, when her leave is anticipated to begin and her expected return to work date. Subsequent written statements from the treating health care provider may be required by the Chief of Police as a condition of her continued leave eligibility.

It is anticipated that an expectant father will request to take some time off for the birth of his child. This would be acceptable use of family leave. Requests for time off beyond the maximum of four (4) work days available per calendar year for family leave purposes that could be charged to the father's available personal sick leave must be accompanied by a written statement from the treating health care provider stating that he is needed to care of his wife and/or child. If such a written statement is not obtained from the treating health care provider, the father may request to use compensatory time off, vacation, or leave without pay in accordance with the applicable provisions in this labor agreement.

A husband and wife who are both employed by the City of Bartlesville will only be permitted to take a maximum of combined total of twelve (12) weeks of leave for the birth of a child, regardless of whether the time taken off is charged to any available paid leave time or leave without pay.

Section 5. An employee who has requested or who is on extended sick leave due to a serious health condition of his/her own may be required to be examined by a physician designated by the Chief of Police, at the City's expense.

The Chief of Police may require an employee on extended sick leave or family leave to report periodically on the employee's status and intent to return to work.

Section 6. Insurance coverage may be continued during a leave of absence with pay, provided the employee pays the applicable share of the premium. Insurance coverage shall be continued during a leave of absence without pay that does not exceed twelve (12) months provided the employee pays the applicable share of the premium. After twelve (12) months, insurance coverage shall be continued, provided the employee pays the total premium.

Section 7. Any employee who performs work for another employer while on extended sick leave or family leave may be subject to immediate dismissal. In most cases, this provision also applies to employees who are self-employed and/or perform work in their homes. Exceptions must be reviewed and approved by the Chief of Police and the City Manager.

Section 8. When an extended sick leave or family leave is granted, the duties of the employee's position may be assumed by a temporary assignment. If the duties of the position cannot be assumed by a temporary assignment, a replacement employee may be hired to fill the position. Before an employee requests this type of leave, he should be informed of this possibility. On

return from extended sick leave or family leave, an employee is entitled to be returned to the same position held when leave commenced, if it is still available, or to an equivalent position, if the original position is not still available.

E. Funeral Leave.

Section 1. Employees may be granted up to three (3) work days of funeral leave per occurrence. Such leave will be allowed for an employee to attend the funeral of, make funeral arrangements for or perform other related activities involving an immediate family member, defined as spouse, children (including Step-children), parents (including Step-parents), grandparent, grandchild, brother or sister. Funeral leave may also be used by an employee for situations involving his spouse's immediate family members as defined above.

Section 2. Such leave must be approved by the Chief of Police and is not charged against any leave accumulation. The determination of the number of hours/days up to a maximum of three (3) work days will be determined on a case-by-case basis, depending on the particular circumstances of the case and the relative involved.

Section 3. An employee may request to use vacation to attend other funerals in accordance with the Vacation section of this Agreement.

ARTICLE 24 TRADING WORK DAYS

Police Officers shall be permitted to voluntarily trade work or leave days with other Police Officers. Supervisors shall be permitted to voluntarily trade work or leave days with other supervisors. Provided however, that employees scheduled to work must inform their respective immediate supervisors in writing signed by both officers at least twenty-four (24) hours in advance of any voluntary trade of work days or leave days. The fill-in officer shall be responsible for shift attendance. Absences shall be charged to the fill-in officer.

ARTICLE 25 SUBSTANCE ABUSE POLICY

Incorporated herein as a part of this Agreement by reference is the City of Bartlesville Substance Abuse Policy revised July 1, 2018 and as updated which policy will be in conformity with Oklahoma and federal laws.

ARTICLE 26 PROMOTIONS

Section 1. All Police Departments promotional vacancies for corporal, sergeant and lieutenant shall be filled by promotion from within the ranks of the Bartlesville Police Department. The rank of captain shall be appointed by the Chief of Police from within the ranks of the Bartlesville

Police Department. The promotion of captains shall otherwise be at the sole discretion of the Chief of Police and exempt from the promotional process. Nothing contained herein, including specifically the inclusion of the captains rank in Appendix I, shall be construed to suggest that the promotion of captains should be a part of the promotional process. The City has sole discretion in determining which positions are to be refilled. After going through the promotional process, the participating officers shall be ranked according to final score, and this ranking shall be valid until February of each year.

Section 2. Pre-promotional notification shall be as follows:

A. A list of eligible candidates will be posted on the Department bulletin board at least fifteen (15) calendar days prior to the beginning of any testing. Tests shall be given from January 1st through the 31st of each year, regardless of whether or not there is an immediate opening for promotion. A copy of this list will be forwarded to the Lodge at the same time for posting on the Lodge bulletin board, if desired. A copy of this list will be placed in each candidate's mailbox.

B. All candidates who will be eligible for promotion by January 31st and desire to participate in the promotional process shall notify the Chief of Police in writing within five (5) days of beginning the promotional process. A person shall be deemed eligible for promotion after having served a minimum of three (3) consecutive years with the Bartlesville Police Department and three (3) consecutive years in the rank immediately below the rank being sought. Provided further, the Lieutenant and Sergeant assigned to the Criminal Investigations Division will be appointed by the Chief of Police. No employee on disciplinary probation at the time of accepting applications will be deemed eligible for promotion until such time as the probationary period ends.

Eligible officers are responsible for scheduling their test with the Training Supervisor one week prior to the desired test date. No testing will be allowed before Jan 1st or after Jan 31st. Candidates will be given their score but you will not be allowed to review the test until after Jan 31st.

Eligibility to test:

Corporal – three years' experience at BPD.

Sergeant – five years of BPD LE experience with at least one year as a BPD Corporal.

Lieutenant – seven years of BPD LE experience and three years' as a BPD Sergeant.

Section 3. The promotional process shall consist of A, B and C below, with an A being administered first, B second, and C third:

A. A written examination of law enforcement related questions. The written exam will be selected by the Chief of Police. The score on the written exam will constitute 40% of the applicant's promotional score. In order to qualify for placement on the list of applicants eligible

for promotion, the applicant must attain a minimum score of 70%. The test score will be provided to the applicant immediately after testing.

B. The Board shall consist of five (5) members appointed by the Chief of Police, at least three (3) of which shall be active or retired police officers. The score by the Review Board shall constitute 50% of the applicant's promotional score. Each member of the Review Board shall grade each applicant. In connection with each applicant, the high score and the low score of the Review Board shall be dropped; then the three (3) remaining scores shall be averaged to arrive at the Review Board score for each applicant. A minimum score of 70% must be attained to move to the next test state. The applicant will be notified of the score achieved before dismissal from the Review Board.

C. Points will be given as follows:

Education

HS = 0

60-119 hours of college credit = 1

120+ hours of college credit = 2

Masters Certificate ONLY = 3

Military

Yes = 1

No = 0

Experience

0-3 Years = 0

3.1-5 Years = 1

5.1-10 Years = 3

10.1+ Years = 4

(Experience only counts if you are a sworn full time police officer.)

CLEET Certification Level

Basic = 0

Intermediate = 1

Advanced = 2

Section 4. When the testing process is completed, the Chief of Police, or his designee, will determine a score and discuss the score with the candidate upon request.

Section 5. Each time the City decides to make a promotion, the files of the top five (5) eligible applicants will be forwarded to the Chief of Police for review. In the event that one of the applicants from the top five (5) has been promoted at an earlier date, then the sixth-place applicant shall be moved up into the top five (5) for consideration. During the year, if any further promotions take place, the next eligible applicant shall be moved up into the top five (5) to replace the name of the prior promoted individual. In the event there are no eligible

applicants, the Police Chief can schedule a retest. All phases of the testing will be used in determining the promotion. (Written exam, oral exam, and seniority.) The Chief of Police may also review the applicant's personnel file in helping to make his decision. It will then be the Chief's decision on who to promote from one (1) of the top five (5) applicants. In the event that an applicant refuses promotion, that applicant will be rotated to the bottom of the eligibility list. The applicant next in line will move into the top five (5) applicants.

Section 6. City agrees to maintain one (1) complete set of recommended study materials for each promotional test at the Police Station for use by any person in studying for the promotional examinations. Such materials shall not be removed from the Police Station. No materials or equipment of any kind may be brought to the test.

Section 7. Assuming the City decides to fill a vacancy when it occurs, the promotion will be made as soon as possible from the list of eligible applicants that is in effect at the time the vacancy occurs. (Upon promotion, the person promoted will receive a minimum of a 5 % promotional increase.) If the City decides not to fill the vacancy due to budgetary constraints, departmental reorganization or other circumstances, the Police Chief shall issue a memorandum notifying Lodge members that the vacancy will not be filled. Even if such a vacancy is to be filled at a later date, the promotional list in effect at the time the vacancy occurs will be used.

Section 8. The following positions will be considered assignments and will be made at the sole discretion of the Chief of Police: Traffic Officer, School Resource Officer, K9 Officer (5% differential pay), Training Officer, Training Lieutenant, CID Supervisor(s), Property/evidence Officer, Investigator, Community Impact Team member, Field Training Officer (5% differential pay when with a trainee).

ARTICLE 27 PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position, advancement or future with the Department that are to be placed in the employee's personnel file, that the Employer shall notify said employee of such action that the employee be given proper opportunity to appeal such action before it becomes a part of his personnel file. An officer shall have thirty (30) days within which to file a written

response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 2. A member shall be allowed to review his personnel file under appropriate supervision at any reasonable time.

Section 3. Documentation signed by an employee is not subject to the notice requirements above set forth

ARTICLE 28 UNIFORMS AND EQUIPMENT

Section 1. The City shall supply to each officer in the Patrol Division, the following:

1. Four (4) pair uniform trousers.
2. Four (4) long-sleeved shirts.
3. Four (4) short-sleeved shirts.
4. One (1) winter coat.
5. One (1) rain coat.
6. One (1) pair handcuffs and key.
7. One (1) shotgun per police vehicle.
8. One (1) bulletproof vest if requested by the officer with extra carrier.
9. Badges and all other accouterments as required.
10. One (1) rechargeable flashlight with charger.
11. On-duty ammunition, changed annually.
12. One (1) canister of 10% oleoresin capsicum (OC) spray (for officers who are properly trained and certified in the use of oleoresin capsicum). Such canisters shall only be supplied for those officers who choose to carry the same.
13. One (1) Department issued handgun, holster, magazine pouch, and three (3) magazines. (An officer choosing to purchase and carry his own handgun may do so upon written approval of said handgun by the Chief of Police.)

The style and material of uniforms shall be determined by the City. Police Officers when assigned as Investigators may retain one (1) uniform and provided two (2) CID uniforms to be determined by the Chief of Police. When an item is in need of replacement, the officer shall submit a written report of request to the Training Officer. This request shall be forwarded to the Chief of Police or Division Commander, and replaced by their authorization.

Headgear shall be worn as determined by the Chief of Police, or his designee. Officers who are issued bulletproof vests will wear them or will have them readily available while on duty.

The Employer shall be responsible for the cleaning of the uniforms which includes uniform pants, uniform shirts, uniform coats or jackets, uniform ties, as well as all SOT clothing as hereinafter set forth. Employer shall also continue to pay for the cleaning of work clothing for

all non-uniform police personnel. The Employer's obligation to pay for cleaning shall be limited to thirty-three (33) articles per month for each employee during the months of May through October and twenty-seven (27) items per month for the months of November through April.

Upon termination, an employee is responsible for returning all city property in his possession, including keys, uniforms, tools, gas cards, I.D. cards, etc. City property must be returned before the last paycheck is released to the employee.

Section 2. City agrees to furnish to each member of the Criminal Investigations Division one (1) department issued weapon approved by the Chief of Police, holster and three (3) magazines.

Section 3. City agrees to provide a general orders manual in a digital form.

Section 4. City agrees to pay \$700.00 for the purchase and maintenance of equipment within the fiscal year covered by this Agreement after an officer's first full year of service with BPD. This is intended to partially cover the expenses relating to the purchase and maintenance of gun belt, handcuff case, silent key strap, double ring flashlight holder, belt keeper, defense spray holder, asp holder and other police related items. Such payment is to be made not later than two (2) months after the signing of this Contract. The \$700.00 payment accrues at the rate of \$58.33 per month. In the event the employment of an employee ceases or commences during the contract term, said employee shall only be entitled to a pro-rata share of said \$700.00. If the employee has received the full \$700.00 prior to ceasing employment, he must return to the City the pro-rata share and City is authorized to withhold said pro-rata share from said employee's last paycheck. City will be responsible for the maintenance of the firearm and holster.

The following relates to the payment for the purchase and maintenance of equipment and only applies to those employees who retire from the City or State pension fund after 20 years:

1. If the employee receives the \$700.00 check prior to the City having notice of their retirement, then no proration to repay allowance is allowed.
2. If the City has notice of the retirement prior to the employee receiving the \$700.00 allowance, then proration is required.

City agrees to pay \$400.00 to reimburse commissioned officers for cell phone use within the fiscal year covered by this Agreement after an officer's first full year of service with BPD. Such payment is to be made not later than two (2) months after the signing of this Contract. The \$400.00 payment is accrued at the rate of \$33.33 per month. In the event the employment of an employee ceases or commences during the contract term, said employee shall only be entitled to a pro-rate share of said \$400.00. If an employee has received the \$400.00 prior to ceasing employment, he must return to the City the pro-rata share and the City is authorized to withhold said pro-rata share from said employee's last paycheck. Provided however, in the event equipment furnished by City makes the use of personal cell phones less necessary, it is intended that this benefit will terminate at the end of the contract year.

Section 5. Police Officers will be eligible to receive their issued duty sidearm as personal property upon one of the following conditions existing:

1. Normal/regular retirement with twenty (20) years or more service, including at least ten (10) years of service at the Bartlesville Police Department.
2. Medical disability retirement with fifteen (15) years or more service, including five (5) years of service at the Bartlesville Police Department.
3. Death in the line of duty (spouse/children will be provided the specified equipment).

In the event the weapon is no longer available due to condition including, but not limited to, the specific weapon being re-issued to another officer or weapon no longer retained by the department, Police Officers will receive a weapon consistent with the department's currently issued sidearm.

ARTICLE 29 CITY FACILITIES

The Employer shall continue to allow Lodge members the ability to use City public facilities at the same rate paid by other City employees. This includes, but is not limited to, public City-owned and operated swimming pools, golf courses, etc.

ARTICLE 30 EDUCATIONAL ASSISTANCE

City agrees to provide to the Lodge the same educational assistance programs as it provides to other City employees not represented by the Lodge.

ARTICLE 31 COURT APPEARANCE TIME

Section 1. A member who is called to testify in Municipal, State or Federal Court in an official capacity during regularly scheduled work hours will not receive additional compensation beyond his normal rate of pay for hours worked. If a member is called to testify one (1) hour before or one (1) hour after their regularly scheduled shift, it shall be considered a continuation of service and the two (2) hour minimum, listed in Section 2 of this article, shall not apply.

Section 2. A member who is called to appear and does appear (regardless of whether or not he testifies) in Federal, State or Municipal Court in an official capacity during his off-duty hours will receive a minimum of two (2) hours compensation. All hours spent in court beyond the two (2) hour minimum will be compensated as hours worked. The above payments and minimums

shall also apply for time spent as a witness for any probable cause hearings, mental health hearings, preliminary hearings, criminal trials, grand jury testimony to which the officer is subpoenaed, pre-trial conferences requested by the prosecutor, Department of Public Safety implied consent hearings, ABLE Commission hearings, Federal Court hearings and trials, and any civil hearing or trial which arises from the scope of the officer's duties and employment.

Section 3. As an exception to Section 2 above, a member who is required to be on "standby" for a case shall receive one (1) hour of compensation for each day he is on "standby" status. If the member is actually called in to appear in Court while on "standby" status, the one (1) hour of standby pay will be eliminated and the provisions in the above sections will be applied for that particular day.

Section 4. If any type of witness fee or other compensation is paid directly to a member for testifying in Court as described above, said member shall not be eligible for the compensation format(s) described in this Article, unless said member relinquishes this direct payment to the City of Bartlesville.

Section 5. If a member is involved in a personal Civil Court case not related to employment, he shall be granted time off, but the time taken off must be charged to vacation, compensatory time, or leave without pay.

ARTICLE 32 CITIZEN COMPLAINTS AND OFFICERS' RIGHT

Section 1. It is recognized that due to the nature of an officer's duties, complaints may be made by citizens concerning an officer's actions or non-action. The rights of the citizens to complain about abuses of police power must be protected in the same manner as individual Police Officers must be protected against false allegations of abuse, misconduct, etcetera. The procedures, rights, and privileges set forth in this Article are established to insure both parties are guaranteed equal rights.

Section 2. No officer shall be disciplined or threatened with discipline for the reason of exercising or demanding the rights set forth in this Agreement.

Section 3. The Lodge agrees that all non-criminal complaints against an officer will be handled within the department by the Police Chief or his designees. The City agrees the policy will embody the following guidelines for the officers:

- A. An accused officer shall preferably be questioned when he is on duty. If questioned while off duty, the officer shall be compensated for time spent, with a minimum of one (1) hour. If the officer requests to be questioned after duty hours, and this is agreed to by the Chief of Police, then no compensation will be paid.
- B. An accused officer shall not be coerced, intimidated, or threatened with disciplinary action during questioning.
- C. An accused officer shall cooperate fully with an investigation and provide the Chief of Police, or his designees, upon request, a recorded and/or written statement as determined by the Chief of Police.

- D. An accused officer who is the subject of a complaint shall be prohibited from contacting the complainant, or any person who has direct knowledge of the matter, in an attempt to discourage the complainant from following through with a complaint, or to affect the outcome of an investigation.
- E. No disciplinary action shall be imposed based upon a citizen's complaint unless the complainant shall submit a notarized statement of complaint to the Chief of Police, or his designee, unless independently corroborated.

Section 4. Should an officer become the subject of an internal affairs investigation, any interrogation shall be conducted as follows:

- A. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered as interrogation as used herein. After one (1) hour of preliminary discussion, then said preliminary discussion shall thenceforth be considered as interrogation as used herein.

Provided however, if after one (1) hour the accused person signs a statement agreeing that preliminary discussions may continue beyond the period of one (1) hour, then said preliminary discussions may continue as preliminary discussions and shall not be considered as interrogation.
- B. The Police Officer under investigation shall be informed of the rank, name, and division of the officer in charge of the investigation, the interrogating officer, and all persons present during interrogation. All questions directed to the officer under investigation shall be asked by and through one (1) interrogator at a time.
- C. The officer under investigation shall be informed of the nature of the investigation prior to any interrogation.
- D. Interrogating sessions shall be for a reasonable period and shall be timed to allow for such personal activities and rest periods as are reasonable.
- E. The officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No reward shall be made as an inducement to obtain testimony or evidence.
- F. The officer under interrogation shall be completely informed of all his rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions, and this notification shall be included on the tape recording or written record of the session.
- G. Officers under investigation may record the proceedings with his/her own equipment or record at his own expense. If any party is recording the proceedings all participants must be notified in advance.
- H. An accused officer who is the subject of an internal affairs investigation shall be prohibited from contacting the complainant, or any person who has direct

knowledge of the matter, in an attempt to discourage the complainant from following through with a complaint or to affect the outcome of an investigation.

- I. In order to protect the integrity of an internal affairs investigation while said investigation is being conducted, any person or officer interviewed in connection with an internal affairs investigation shall not disclose to other any of the contents of the interview or even the fact that the interview took place until such time as the investigation is completed.
- J. In connection with an internal affairs investigation, an accused officer shall cooperate fully with an investigation and provide the Chief of Police or his designees, upon request, a recorded and/or written statement as determined by the Chief of Police.
- K. The Chief of Police has the authority to use or direct others to use guidelines, policies or procedures contained in the Bartlesville Police Department Policy and Procedure Manual, or other related policies or laws, in connection with an internal affairs investigation.

Section 5. If an officer is arrested, likely to be arrested, or is a suspect of any criminal investigation, they shall be afforded the same constitutional rights as are accorded to any citizen.

ARTICLE 33 PERSONAL PROPERTY

Section 1. The employer will repair or replace the employee's personal property which is damaged or destroyed while on duty performing their assigned duties unless the employee was negligent or responsible for said damage. When repair or replacement is requested, the request shall be accompanied by a report from the requesting officer explaining the incident in detail, including all witnesses. If possible, the employee shall present the damaged article for inspection. If the article is replaced, the damaged item will become the property of the City.

Section 2. The Chief of Police will appoint a review board to investigate the request and submit their findings and recommendations for the Chief's decision. The board will consist of one (1) person selected by the Lodge.

Section 3. Repair, replacement or reimbursement will be at the sole discretion of the Chief of Police.

ARTICLE 34 GRIEVANCE PROCEDURES

Section 1. The Lodge or any employee covered under this Agreement may file a written grievance within fifteen (15) calendar days of the alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President or his authorized representative may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the employer and the Lodge or any employee concerning the interpretation, enforcement of or application of any provision of this Agreement, shall be adjusted in the following manner:

The employee can pick either the grievance procedure contained in this Article, or can elect to follow the grievance procedure outlined in Article X of the City of Bartlesville Rules and Regulations but only one procedure may be selected per grievance. The employee shall write up the grievance and include their choice of grievance procedure. The employee shall submit the grievance to either Lodge 117 if they wish to follow the CBA Article 34 grievance procedure or to the Chief of Police, or his designee, if they wish to follow the City Rules and Regulations Article X grievance procedure.

Once the employee presents the grievance to the Lodge Grievance Committee or to the Chief of Police for consideration, no other grievance procedure is allowed. The City of Bartlesville Rules and Regulations requires a grievance to be filed within three (3) workdays after the grievance occurs. The requirement is modified to fifteen (15) calendar days for those employees who elect to follow the City of Bartlesville grievance procedure. All other timing shall be followed. The choice outlines above does not grant an employee the right to use the Article 34 grievance procedure if the employee does not have that right.

A. If employee chooses the Article 34 grievance procedure and presents the Lodge a grievance, the Lodge Grievance Committee shall determine in its sole discretion and judgment whether or not a grievance exists within the terms and conditions of this Agreement.

- (1) If the Lodge Grievance Committee determines not to proceed further, no further proceedings shall be necessary.
- (2) If the Lodge Grievance Committee determines further proceedings are warranted, the procedure of Section B shall apply.

B. If the Lodge Grievance Committee decides to proceed further, the Committee shall submit in writing this grievance to the Chief of Police for adjustment. In such event, it must be submitted to the Chief of Police for adjustment within fifteen (15) calendar days from the alleged occurrence.

C. The Police Chief or his designee shall submit his answer in writing to the employee(s) involved and to the Lodge Grievance Committee within ten (10) calendar days of receipt. If the grievance is not settled or dropped, the Lodge Grievance Committee shall submit the grievance to the City Manager in writing within ten (10) calendar days of receipt of the Police Chief's answer. The City Manager shall respond to the employee and Lodge Grievance Committee within ten (10) calendar days of receipt of the grievance.

D. The above sequence applies to an individual grievant. However, if the Bargaining Agent wishes to file a grievance on behalf of the Lodge, he shall go directly to Section B.

E. If the grievance has not been settled within the above time, it may be submitted for arbitration by either the Lodge or City within thirty (30) calendar days of the City Manager's answer. It is further agreed that an individual employee may not institute arbitration proceedings. If neither party requests that the matter be submitted to arbitration within said thirty (30) day period, the grievance shall be considered dismissed. If arbitration is requested by either party, then the arbitration hearing must be held within one hundred twenty (120) days from

the request by either party for arbitration. If the hearing is not held within said one hundred twenty (120) day period, then the grievance shall be considered moot. In the event the grievance is to be held, the procedure shall be as follows:

- a. Prior to the initiation of arbitration, the parties jointly may notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unresolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be.
- b. The party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties shall alternately strike names until one (1) remains. The Lodge shall strike first.
- c. The arbitration hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be considered. The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books, and other evidence relative or pertinent to the issues presented to him for determination.
- d. With respect to the interpretation or application of the provisions of this Agreement, the decision of the arbitrator shall be final and binding upon the parties.
- e. Each party will pay for its own cost of the transcript.
- f. The cost of the arbitrator shall be shared equally between the Lodge and City.
- g. All time limits set forth in this Article may be extended by mutual written consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance. If the City fails to respond within the above time limits, said failure shall be deemed a denial of the grievance and it shall be advanced to the next Step.

ARTICLE 35 PHYSICAL FITNESS TEST

It is agreed that City will provide to members represented by the Lodge the same rights, benefits and obligations relating to a physical fitness test and any benefits flowing therefrom as the City grants to other City employee not represented by a Lodge.

ARTICLE 36 SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period, and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribed hereto.

Section 3. Any appendices to this Agreement shall be subject to the provisions of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that the time limits found in this Agreement may be extended by mutual written concurrence.

Section 5. Any article or provision that is found to be illegal by current law or become illegal due to future laws shall be renegotiated prior to any changes in policy. These negotiations may be informal and may only serve until the next regular negotiation process, at which time the article or provision in question shall be fully negotiated. These negotiations shall be between the Employer and the President of the Lodge.

THIS AGREEMENT is executed this _____ day of _____, 2021, by the City of Bartlesville and on the _____ day of _____, 2021, by the Lodge, but shall become effective as of July 1, 2021.

CITY OF BARTLESVILLE, OKLAHOMA,
a Municipal Corporation

BY: _____
MAYOR

FRATERNAL ORDER OF POLICE LODGE 117

BY:  _____
PRESIDENT

**APPENDIX II
CITY OF BARTLESVILLE - POLICE DEPARTMENT
LONGEVITY SCHEDULE
FISCAL YEARS 2021-2023**

<u>Years of Service</u>	<u>Monthly Longevity Pay</u>
5	\$62.50
6	62.50
7	62.50
8	62.50
9	62.50
10	125.00
11	125.00
12	125.00
13	125.00
14	125.00
15	208.33
16	208.33
17	208.33
18	208.33
19	208.33
20	291.66
21	291.66
22	291.66
23	291.66
24	291.66
25	291.66
26	291.66
27	291.66
28	291.66
29	291.66
30	375.00
31	375.00
32	375.00
33	375.00
34	375.00
35	375.00
36	375.00

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Periodic report on the status of Collective Bargaining and outstanding Grievances between the City of Bartlesville and Bartlesville Fraternal Order of Police, Lodge 117 and the City of Bartlesville and the Bartlesville Professional Firefighters, Local 200. Possible executive session to discuss outstanding grievances and/or ongoing collective bargaining agreement negotiations pursuant to 25 O.S. Sec. 307(B).

Attachments:

Spreadsheet detailing outstanding grievances.

II. STAFF COMMENTS AND ANALYSIS

In an effort to keep the Bartlesville City Council informed as the status of status of Collective Bargaining and outstanding Grievances between the City of Bartlesville and Bartlesville Fraternal Order of Police, Lodge 117 and the City of Bartlesville and the Bartlesville Professional Firefighters, Local 200 the City Attorney will provide an oral report to the City Council periodically at monthly meetings.

If members of the City Council have specific questions about the hiring, appointment, promotion, demotion, disciplining or resignation of any individual public salaried officer or employee who is the subject of an outstanding grievance, such questions should be answered in executive session pursuant to 25 O.S. Sec. 307(B)(1).

If members of the City Council have specific questions about the status of negotiations concerning employees and representative of employee groups, such questions should be answered in executive session pursuant to 25 O.S. Sec. 307(B)(2).

If the City Council requires confidential communications with the City Attorney concerning a pending investigation, claim or action, which the City Council determines, on the advice of the City Attorney, that disclosure of will seriously impair the ability of the City Council to process the claim or conduct a pending investigation, litigation or proceeding in the public interest, such communications should be conducted in executive session pursuant to 21 O.S. Sec. 307(B)(4).

III. RECOMMENDED ACTION

None.

FOP Grievances						
	Filed	Outstanding	Settled	Arbitrated	Arbitration Won	Arbitration Lost
Jan-20						
Feb-20						
Mar-20						
Apr-20	1		1			
May-20						
Jun-20						
Jul-20						
Aug-20						
Sep-20						
Oct-20						
Nov-20						
Dec-20						
Jan-21						
Feb-21						
Mar-21	1	1				
Apr-21						
May-21						
Jun-21						
TOTAL	2	1	1	0	0	0

IAFF Grievances						
	Filed	Outstanding	Settled	Arbitrated	Arbitration Won	Arbitration Lost
Jan-20						
Feb-20	1		1			
Mar-20	2	1	1			
Apr-20						
May-20						
Jun-20						
Jul-20	2	2				
Aug-20						
Sep-20						
Oct-20						
Nov-20						
Dec-20	4	2		2		
Jan-21						
Feb-21						
Mar-21						
Apr-21						
May-21						
Jun-21						
TOTAL	9	5	2	2	0	0