CONTRACT DOCUMENTS

AND

SPECIFICATIONS

FOR

PROJECT NO. 2021-MPO (C3)
NON-ARTERIAL MILL,
PATCH & OVERLAY CITYWIDE

ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY

PREPARED BY:
City of Tulsa
175 E 2nd Street, Suite 14-215
Tulsa, OK 74115
(918) 596-9374 ph
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Jesse Rigsby

CITY OF Tulsa
A New Kind of Energy™

PAUL D. ZACHARY, P.E., DIRECTOR
ENGINEERING SERVICES DEPARTMENT

Account Numbers: 144021.Streets32.5453104.6331-42733243-541106

Engineering Services Department
2317 South Jackson Avenue
Tulsa, Oklahoma 74107
(918) 596-9565

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CITYWIDE

STREETS & STORMWATER DEPARTMENT

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SEALED BIDS FOR
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Notice is hereby given that pursuant to an order by the Mayor of the City of Tulsa, Oklahoma, sealed bids will be received in Room 260 of the Office of the City Clerk, City of Tulsa, 175 E. 2nd Street, Tulsa, Oklahoma 74103 until **8:30 a.m. the 23rd day of April, 2021** for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

PROJECT NO. 2021-MPO (C3) NON-ARTERIAL MILL, PATCH & OVERLAY CITYWIDE

The entire cost of the improvement shall be paid from Account No. 144021.Streets32.5453104.6331-42733243-541106

A **MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, April 6, 2021 at 10:00 a.m**. and will be held through video conferencing with Microsoft Teams, invitation presented on the City of Tulsa's website at this link:
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Bids will be accepted by the City Clerk from the holders of valid pre-qualifications certificates from the City of Tulsa in one or more of the following classifications: **A or C**

Drawings, specifications and contract documents for construction of said public improvements of the said project have been adopted by the Mayor of said City. Copies of same may be obtained at the Office of the Director of Engineering Services at the City of Tulsa Engineering Services, 2317 South Jackson, Room 103, North Building, for a non-refundable fee in the amount of **$50.00** made payable to the City of Tulsa by check or money order.

Contract requirements shall include compliance as required by law pertaining to the practice of non-discrimination in employment.

The overall aspirational Small Business Enterprise utilization goal for this project is **ten (10)** percent.

Attention is called to Resolution No. 18145 of August 23, 1988, requiring bidders to commit to the goal of employing on the project at least fifty percent bona fide residents of the City of Tulsa and/or MSA in each employment classification.

Attention is called to Resolution 7404 of November 8, 2006, requiring bidders, their subcontractors and their lower-tier subcontractors to hire only citizens of the United States.

The City of Tulsa itself is exempt from the payment of any sales or use taxes, and pursuant to Title 68 O.S. Section 1356(10), direct vendors to the City are also exempt from those taxes. A bidder may exclude from his bid appropriate sales taxes, which he will not have to pay while acting for and on behalf of the City of Tulsa.

A Certified or Cashier's Check or Bidders Surety Bond, in the sum of 5% of the amount of the bid will be required from each bidder to be retained as liquidated damages in the event the successful bidder fails, neglects or refuses to enter into said contract for the construction of said public improvements for said project and furnish the necessary bonds within thirty days from and after the date the award is made.

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Dated at Tulsa, Oklahoma, this 26th day of March 2021.

(SEAL)

Christina Chappell
City Clerk

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Christina Chappell
City Clerk

INSTRUCTIONS TO BIDDERS

B-1. BIDS

Each bid Proposal shall be completed electronically on the electronic media provided, then printed, signed and submitted along with the electronic media and the complete bound copy of the contract documents. In the event of a discrepancy between the pricing on the electronic media and hard copy of a Proposal, the hard copy pricing will govern. If electronic media is not provided and the bid Proposal is manual, the bid Proposal shall be submitted in ink. The written words shall govern over the figures if there is a difference between the two. No alterations, additions, or erasures shall be made on the Proposal. Erroneous entries shall be lined out, initialed by the bidder, and the correct entry inserted. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment, and apparatus of every description to construct, erect, and furnish all work required by and in conformance with the Drawings and Specifications.

Each bid shall be enclosed in a sealed envelope addressed to the City of Tulsa, 175 E. 2nd Street, Room 260, City Hall, Tulsa, Oklahoma, identified on the outside with the words:

PROJECT NO. 2021-MPO (C3) NON-ARTERIAL MILL, PATCH & OVERLAY CITYWIDE

Pre-qualification Certificate Number _____,

And shall be filed with the City Clerk in Room 260, City Hall.

All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted.

B-2. BID SECURITY

Each bid shall be accompanied by a cashier's check, a certified check, or bidder's bond, in the amount of five percent (5%) of the total amount bid.

The bid security shall be made payable, without condition, to the City of Tulsa, Oklahoma. The bid security may be retained by and shall be forfeited to the City as liquidated damages if the bid is accepted, a contract based thereon is awarded, and the bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within thirty (30) days after such award is made by the City.

B-3 RETURN OF BID SECURITY

The bid security of each unsuccessful bidder will be returned when his bid is rejected. The bid security of the bidder to whom the contract is awarded will be returned when he executes a contract and files satisfactory bonds. The bid

security of the second lowest responsible bidder may be retained for a period of time not to exceed sixty (60) days pending the execution of the contract and bonds by the successful bidder.

B-4 WITHDRAWAL OF BIDS

No bidder may withdraw his bid for sixty (60) days after the date and hour set for the opening. A bidder may withdraw his bid any time prior to expiration of the period during which bids may be submitted by making a written request signed in the same manner and by the same person who signed the Proposal.

B-5 REJECTION OF BIDS

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

The City of Tulsa reserves the right to reject any and all bids when such rejection is in the best interest of the City of Tulsa. All bids are received subject to this stipulation and the City reserves the right to decide which bidder shall be deemed lowest responsible bidder.

A violation of any of the following provisions by the bidder shall be sufficient reason for rejecting his bid, or shall make any contract between the City of Tulsa and the Contractor that is based on his bid, null and void: divulging the information in said bid before the bids have been opened; submission of a bid which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original proposal form, or which is not in compliance with the Instruction to Bidders and published Notice to Bidders, or which is made in collusion with another bidder. The City shall have the right to waive any immaterial defects or irregularities in any bid received.

B-6 DISQUALIFICATION OF BIDDERS

No contract will be awarded to any person or persons, firm, partnership, company, or corporation which is in arrears to the City upon any debt of contract, or in default as surety or otherwise upon any obligation to the City.

B-7 SIGNATURE OF BIDDERS

Each bid shall be properly signed with the full name of the company or individual submitting the bid, the bidder's address, and the name and title of all persons signing printed below their signature lines. Bids by partnerships shall be signed with the partnership name followed by the signature and title of one of the partners. Bids by corporations shall be signed with the name of the corporation followed by the signature and title of the president, vice president, chairman, or vice chairman of the Board of Directors with attestation by the corporate secretary or assistant corporate secretary. **Resolution must be dated no more than 30 days prior to date of signature of the contract/ bond etc.** Bids by

joint ventures shall be signed by each participant in the joint venture. Bids by limited liability companies shall be signed with the name of the limited liability company followed by the signature and title of the Manager or Managing Member. Bid by limited partnerships shall be signed with the name of the limited partnership followed by the signature of
the general partner. Note: The signature requirements listed above are for Oklahoma entities; entities organized in other states must follow the law of the state in which they are organized.

A bid by a person who affixes to his signature the word "President", "Manager", "General Partner", "Agent", or other title, without disclosing the name of the company for which he is signing, may be held to be the bid of the individual signing.

B-8 INTERPRETATION OF CONTRACT DOCUMENTS

If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the drawing, specifications, or other proposed contract documents, he may submit to the Engineer a written request for interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the Engineer. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

B-9 LOCAL CONDITIONS AFFECTING WORK

Each bidder shall visit the site of the work and shall completely inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing structures and facilities, the availability and cost for labor, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. There will be no subsequent financial adjustment for lack of such prior information.

B-10 TIME OF COMPLETION

The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the City of his ability to complete the work within the allowable time set forth in the Bid Form. In this connection, attention is directed to the provisions of the General Conditions and Special Conditions relative to delays, extension of time, and liquidated damages.

B-11 QUALIFICATION OF BIDDERS

No bid will be received and filed by the City Clerk of the City of Tulsa unless the person submitting the bid has been pre-qualified as provided by ordinance, and is the holder of a current certificate of Pre-qualification in force and effect on the date such bid is to be submitted and filed.

B-12 TAXES AND PERMITS

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. Contractor shall comply with all zoning ordinances of the City, as provided in the Tulsa Zoning Code, Title 42 Tulsa Revised Ordinances and conform with all zoning requirements established by the Tulsa Metropolitan Area Planning Commission and the Board of Adjustment. Contractor can call the Indian Nations Council of Governments (INCOG) at (918) 584-7526, to determine if any zoning requirements must be met.

B-13 OKLAHOMA LEGAL REQUIREMENTS

The Contractor must comply with the Oklahoma Scaffolding Law, 40 Oklahoma Statues, Sections 174 - 177, which cover erection and use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.

In accordance with Oklahoma Statutes, Title 68, Section 1701-1707, before commencing any work pursuant to this contract, any nonresident contractor shall give written notice by certified mail, return receipt requested, to the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the Workers Compensation Court, and the county assessor of each county in which work will be performed. The notices shall comply with the requirements set forth in said statute.

B-14 BONDS

The bidder to whom a contract is awarded will be required to furnish bonds as follows:

a. Performance Bond – A Performance Bond to the City in an amount equal to one hundred percent (100%) of the Contract price.

b. Statutory Bond – A Statutory Bond to the State of Oklahoma in an amount equal to one hundred percent (100%) of the contract price.

c. Maintenance Bond – A Maintenance Bond to the City in an amount equal to one hundred percent (100%) of the contract price.

The bonds shall be executed on the forms included in the contract documents by a surety company authorized to do business in the State of Oklahoma and acceptable as Surety to the City of Tulsa.

Accompanying the bonds shall be a "Power-of-Attorney" authorizing the attorney-in-fact to bind the Surety Company and certified to include the dates of the bonds.

B-15 BOUND COPY OF CONTRACT DOCUMENTS

The Bid Form or other pages shall not be removed from the bound copy of contract documents. The copy of contract documents filed with each bid shall be complete and shall include all items in the Table of Contents and all addenda.

B-16 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Each bidder agrees to comply with the terms of Title 5, Chapter 1, Section 111, of the Tulsa Revised Ordinances relating to Non-Discrimination.

B-17 BASIS FOR AWARD OF CONTRACT

The basis for award of a contract shall be the total base bid submitted by the lowest responsible bidder unless otherwise directed in the form of proposal. The City of Tulsa reserves the right to withhold the awarding of a contract for a reasonable period of time from the date of opening of bids. The awarding of a contract upon a successful bid shall give the bidder no right or action or claim against the City of Tulsa upon such contract until the same shall have been reduced to writing and duly signed by the contracting parties. The award of a contract will not be completed until the contract is duly executed and the necessary bonds and insurance approved.

B-18 TIME FOR AWARDING OF CONTRACT

The awarding of a contract to the lowest responsible bidder will be made within thirty (30) days after the opening of bids unless the City of Tulsa by formal recorded action and for good cause shown, provides for a reasonable extension to that period, which extension period shall not in any event exceed fifteen (15) days where only state or local funds are involved, or not to exceed ninety (90) days on any award of contract for the construction of public improvements where funds are utilized which are furnished by an agency of the federal government.

B-19 SAFETY AND HEALTH REGULATIONS

Bidders should note that they are subject to "Safety and Health Regulations for Construction", Chapter XVII of Title 29, CFR, Part 1926 and that compliance, review and enforcement are the responsibility of the U.S. Department of Labor.

The Contractor is fully responsible for the safety of the work site and is expected to train their employees in all applicable safety issues. This should include but not be limited to: trench safety, confined space entry, head protection, etc. In accordance with construction contracts with the City, Authority, Board, or Commission, all applicable Labor and OSHA safety regulations must be followed.

Work sites must be monitored by the Contractor and safety provisions enforced. Contractors are asked to ensure that all employees are properly informed and trained in construction, work site safety.

B-20 VENDORS AND SUBCONTRACTOR IDENTIFICATION

Where Vendor and Subcontractor Identification Questionnaires are included in the bid documents, each bidder shall submit the Questionnaire directly to the Engineer no later than 5:00 p.m. on the first working day following the bid opening. Failure to submit the questionnaire may render the bid unresponsive and not eligible for award. The award of the Contract will be subject to the acceptability of the vendors and subcontractors listed. If an award is made, the vendors and subcontractors listed on the questionnaire shall be used on the project. No changes in the vendor and subcontractor list will be permitted unless prior consent is obtained from the Engineer.

B-21 U.S. ENVIRONMENTAL PROTECTION AGENCY NPDES REQUIREMENTS FOR STORMWATER DISCHARGES

The bidder's attention is directed to U.S. Environmental Protection Agency (EPA) NPDES requirements for stormwater discharges. The Contractor shall be responsible for filing a Notice of Intent and development and implementation of a Stormwater Pollution Prevention Plan (PPP).

B-22 AMERICANS WITH DISABILITIES ACT

The Contractor shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act (ADA). It is understood that the program of the Contractor is not a program or activity of the City of Tulsa. The Contractor agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Contractor. Under no circumstances will the Contractor conduct any activity, which it deems non-compliant with the ADA.

CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM

01.23.18
POLICY STATEMENT

The City of Tulsa (hereinafter City) is committed to implementing the City of Tulsa Small Business Enterprise (SBE) Program of the City of Tulsa, hereinafter referred to as SBE Program. The stated objectives of the programs are:

- To ensure the employment of SBE(s) in the award and administration of City agreements and contracts;
- To create a level playing field on which SBE firms can compete fairly for City contracts;
- To ensure that only firms that fully meet the eligibility standards are permitted to participate as SBE participants;
- To help remove barriers to participation in City contracts;
- To assist in the development of SBE firms so that they may graduate from the SBE Program and ultimately compete successfully in the marketplace.

GOALS BY BUSINESS CATEGORY – SBE

There are seven (7) Business Categories for the City of Tulsa: Construction Contractors (Prime and Subcontractor), Architecture / Engineering (Consultant and Subconsultant), Professional Services, Other Services, and Goods and Supplies. A general description of each category follows:

Construction

- General building contractors engaged primarily in the construction of commercial buildings.
- Heavy construction such as airport runways, bridges, plants, grading and drainage, roadways, and other municipal infrastructure.
- Light maintenance construction services such as carpentry work; electrical work; installation of carpeting; air-conditioning repair, maintenance, and installation; plumbing; and renovation.
- Other related services such as water and sewer lines and maintenance, asbestos abatement, drainage, dredging, grading, hauling, landscaping (for large construction projects such as boulevards and highways), paving, roofing, and toxic waste clean-up.

Architecture and Engineering

- Licensed Architect
- Landscape Architect
- Professional Engineer
- Professional Land Surveyor
- Construction observation
- Other professional design / construction related services

Professional Services

- Financial Services
- Legal services
- Medical services
- Educational services
- Real Estate services
  Planning services.
- Other professional services

Other Services

- Janitorial and maintenance services
- Uniformed guard services
- Computer services
- Certain job shop services
- Graphics, photographic services
- Landscaping
- Other non-technical professional services

Good and Supplies

- Office goods
- Medical supplies
- Miscellaneous building materials
- Computers

The goals are to reflect resource availability and capability. The City of Tulsa's goal is to mitigate and close the disparity between the availability/capability versus actual utilization of SBE firms in Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa, and Wagoner counties in Oklahoma.

The City enters various agreements and contracts with the private sector for services, goods and supplies, and construction activities. The agreements or contracts may have a specific or primary deliverable associated with one of the Business Categories. However, supplementary efforts may exist to fulfill the agreement or contract. Therefore, the table below is provided to show goals for all Business Categories. Good faith efforts shall first be focused on the Business Category or Categories that relate directly to the deliverables. Additional good faith efforts shall be in supplementary efforts from other categories to assist in meeting the overall project goal.

The project goals will be monitored and periodically adjusted to address the disparity between the available / capable / willing SBE firms versus actual utilization of SBE firms. The ***overall project goal is 10%.***

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SBE firms identified for utilization in an agreement or contract must be paid from the proceeds from that agreement or contract.

CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM

Business Category	***SBE Goal (%)***
Construction (Prime Contractors)	10
Construction (Subcontractors)	10
Architecture / Engineering (Consultant)	10
Architecture / Engineering (Subconsultant)	10
Professional Services	10
Other Services	10
Goods and Supplies	10

BIDDER'S ACTIONS

When the City has established SBE contract goals (hereinafter referred to as "goals"), the City will award a contract only to a bidder who makes good faith efforts to meet the goals. The following summary outlines the procedures

Summary:

1. RECORD OF SOLICITATION FOR SBE form:
   These forms MUST be submitted with the bid documents. These documents establish the initial good faith, outreach efforts. In the event the bidder submitted the lowest bid, the SBE firms identified on these forms submitted with the bid are the only SBE firms that will be considered for establishing the bidder's projected utilization percentages for consideration of the award of bid.

2. LETTER OF INTENT TO CONTRACT WITH SBE form:
   The bidder that submits the apparent lowest bid will be notified by City staff no later than the Monday following bid opening. The apparent low bidder MUST submit these forms and the associated attachments by close of business on Thursday following bid opening. Only SBE firms documented on the RECORD(s) OF SOLICITATION FOR SBE forms submitted with the bid will be considered for establishing the bidder's projected utilization percentages for consideration of the award of bid. If Letters of Intent are not submitted, the projected utilization will be 0% and the apparent lowest bidder is subject to being deemed non-responsive.

3. ADMINISTRATIVE RECONSIDERATION:
   If the City determines that a bidder failed to meet the requirements above, City staff will contact the bidder by phone to define the issue and clarify any miscommunications and/or inadvertent actions. If issue was not due to miscommunication and/or inadvertent actions, the bidder will be notified per the Administrative Reconsideration process defined below. If the apparent low bidder is deemed non- responsive, City staff will notify the next lowest bidder to submit their LETTERS OF INTENT TO CONTRACT WITH SBE by close of business of the 6th day following notification or may exercise its right to reject any and all bids.

4. CITY OF TULSA SBE UTILIZATION form:
   This form is completed by the contractor (successful bidder) and submitted as part of the contract to perform the project. This form documents the "projected" utilization for the project. At the end of the project, this form is submitted with the final pay request documenting the "actual" utilization. The "actual" utilization must meet or exceed the "projected" utilization. Any change in the "projected" utilization must be documented, submitted to the City on the CHANGE REQUEST FOR SBE PARTICIPATION form, and approved by the City. Approval of the change must occur at the time of the change. If the change is a reduction and not submitted and approved per the instructions, the amount will be deducted from the contractor's final pay request.

5. CHANGE REQUEST FOR SBE PARTICIPATION form:
   This form documents any change to the "projected" utilization for the project. Change in utilization includes reduction, substitution, and/or increase. Utilization shall be checked with the submission of partial pay requests, but not longer than 30 day intervals throughout the project. The contractor's acknowledgement that they have verified changes in his/her utilization is required as part of partial pay request documents. Reductions in utilization not approved prior to the final pay request will result in pay reduction to the contractor. If, at the completion of the project, the contractor has failed to meet the SBE contract goals, does not have an approved change request, and has not demonstrated good faith efforts to meet the contract goal, the contractor will be assessed liquidated damages for the difference between the contract goal and the actual SBE participation achieved.

Record of Solicitation

All bidders shall, ***with the submissions of their bids***, show their RECORD(s) OF SOLICITATION FOR SBE that demonstrates the good faith outreach effort to meet or exceed the SBE goals established for the project.

If bidders cannot meet the established SBE goals, the bidders shall document and submit with their bid proposal, justification stating why they could not meet the established SBE goals. To demonstrate good faith efforts to meet the SBE goals, the bidders shall document their efforts to obtain SBE participation. City will review and determine that the information is complete, accurate and adequately documents the bidder's good faith efforts before committing to the award of the contract to the bidder. In the event that the City awards a contract to a bidder who cannot meet the established SBE goals, the findings of the City's review shall be in written form and shall be incorporated into and become part of the contract documents.

If the bidder to whom City proposes to award the contract is able to demonstrate good faith efforts, City may accept the bidder's proposed goal. Acceptance by the City of the bidder's proposed goal does not release the bidder from its contractual obligation to continue to make efforts throughout the duration of the project to utilize SBE firms on the project.

All bidders shall submit with their bid the completed and signed RECORD OF SOLICITATION FOR SBE form.

CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM

Letter of Intent

The bidder must submit to the Engineering Contract Coordinator written confirmation from the SBE firms on the form LETTER OF INTENT TO CONTRACT WITH SBE that it is participating in the contract as provided in the contractor's bid commitment. This may be submitted with the bid, but not later than the City's close of business of the Thursday following the bid opening. The signed forms will define the contractor's final proposed utilization and will be the basis of a final evaluation. If inadequate utilization is proposed, the bid shall be considered non-responsive.

The SBE firms submitted on the LETTER OF INTENT TO CONTRACT WITH SBE forms shall be considered binding and changes of committed SBE firms may only be made after the contract is fully executed, and may only be changed through the submission, review and approval of form CHANGE REQUEST FOR SBE PARTICIPATION.

Failure to make the written assurance (City form LETTER OF INTENT TO CONTRACT WITH SBE), which includes the names of the SBE firms to be used, the work they will perform, and the price for the work, or failure to demonstrate good faith efforts that is deemed acceptable to the City to meet or exceed the SBE goals, shall render a bid non-responsive.

It is the contractor's responsibility to submit the information necessary for the City to ascertain compliance with the good faith efforts requirement. Extra cost involved in finding and utilizing SBE firms shall not be deemed adequate reason for the bidder's failure to meet the project SBE goals unless such costs are grossly excessive.

In instances where a successful bidder's SBE commitment exceeds the actual SBE contract goals, the submitted goals of the bidder become the contractual obligation.

In instances where a successful bidder's SBE commitment is below the SBE contract goals, the submitted utilization goals become the contractual obligation.

Good Faith Efforts

The steps taken by the bidder to obtain SBE participation shall be documented in writing and shall include, but are not limited to, the following good faith efforts:

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) in the interest of all certified SBE firms capable to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the SBE firms to respond to the solicitation. The bidder must determine with certainty if the SBE firms are interested by taking appropriate steps to follow-up on the initial solicitation.

B. Selecting portions of the work to be performed by SBE firms in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested SBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in good faith with interested SBE firms:

(1) It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBE firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBE firms to perform the work. RECORD OF SOLICITATION FOR SBE form will be submitted.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including available SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBE firms is not sufficient justification for a bidder's failure to meet the contract SBE goals, as long as such costs are reasonable. Also, the ability or desire of a contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBE firms to fulfill the SBE contract requirements if the price difference is excessive or unreasonable. Documentation of quotes shall be submitted to the City with the bid as part of the bidder's record of solicitation.

E. Thoroughly analyzing the capabilities of SBE firms before determining a firm's qualification for a project. The following shall not be legitimate causes for the rejection or non-solicitation of SBE quotes in the efforts of the contractor to meet the project goal: (1) the subcontractor's standing, unrelated to job performance, within the industry; (2) membership in specific groups or organizations; or, (3) association with certain political and/or social organizations.

Administrative Reconsideration

If City determines that a bidder fails to meet the requirements stated above, the bidder will be provided an opportunity for administrative reconsideration. City staff will contact the bidder by phone to define the issue and clarify any miscommunications or inadvertent actions. If issue was not due to miscommunication and/or inadvertent actions, the following process will be followed:

1. The bidder will be notified by fax/email within ten working days following the bid opening.

2. The bidder will have 2 working days from time of notification to schedule a meeting for the purpose of administrative reconsideration with a City of Tulsa Attorney. Reconsideration meetings will generally be held within 7 days of notification of a bidder being determined non-responsive.

As part of this administrative reconsideration, the bidder will have the opportunity to meet in person with a City of Tulsa Attorney to present arguments concerning whether it met the goal or made adequate good faith efforts to do so. Submittal of additional information documenting solicitation, which was due with the original bid submission, will not be accepted or considered.

3. The decision on reconsideration will be made by a City of Tulsa Attorney who did not take part in the original determination that the bidder failed to meet the goal or make adequate good faith efforts to do so.

4. No awards will be made until all administrative reconsiderations as outlined herein are complete. A City of Tulsa Attorney will provide a written decision on reconsideration to the bidder. This decision will explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The determination is copied to the Contract Administrator, City Engineer, and the Director of Human Rights.

CONTRACTOR ACTIONS AFTER AWARD OF THE CONTRACT:

Counting SBE Participation Toward the Goal

When a SBE participates in a contract, only the value of the work actually performed by the SBE is counted toward the contract goal.

The entire amount of that portion of a contract that is performed by the SBE firm's own forces is counted, including the cost of supplies and materials obtained by the SBE for the work on the contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE purchases or leases from their Prime Contractor).

When a SBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the clearly defined portion of the work that the SBE performs with its own forces may be counted toward the goal.

Only expenditures to a SBE contractor who performs a commercially useful function may be counted toward a SBE goal.

Commercially Useful Function

A SBE performs a commercially useful function when it is responsible for the execution of the work of its contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. The SBE must be responsible, with respect to materials and supplies used on the

contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SBE is performing a commercially useful function, City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid is commensurate with the work it is actually performing and the SBE credit claimed, and other relevant factors.

A SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of SBE participation. In determining whether a SBE is acting as a pass-through, City will examine similar transactions, particularly those in which SBE firms do not participate.

Manufacturers and Material Suppliers

If the materials or supplies are obtained from a certified SBE manufacturer, 100 percent of the cost of the materials or supplies will be counted toward the SBE goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials required under the contract as described by the specifications.

If the materials or supplies are purchased from a certified SBE regular dealer, 100 percent of the cost of the materials or supplies will be counted toward the SBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment described by the specification and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business as provided for in the above paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad-hoc or contract-by-contract basis.

In order for a firm to qualify as a SBE supplier of metal and/or concrete pipe, the firm must also fabricate the pipe. Metal or concrete pipe is specialty pipe which is project specific and is inspected during the manufacturing process. This arrangement provides for no warehousing of metal or concrete pipe and essentially requires the manufacturer to be the supplier. Merely ordering pipe from the fabricator and in turn selling it to contractors is not consistent with normal industry practice. Contractors normally purchase pipe directly from the manufacturer, thus eliminating the middleman. Supplying metal or concrete pipe is viewed as brokering and is considered inconsistent with SBE program requirements.

Change Request for SBE Participation

Substitution or replacement of a SBE firms will only be permitted or allowed after award and execution of the City contract.

A contractor may not terminate for convenience a SBE listed in their contract (or an approved substitute SBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without City's prior written consent.

When a SBE is terminated, or fails to complete the work of the contract for any reason, the contractor must make good faith efforts to find another SBE to substitute for the original SBE. These good faith efforts shall be directed at finding another SBE to perform at least the same amount of work (not necessarily the same work) under the contract as the SBE that was terminated, to the extent needed to meet the SBE goals established in the contract.

When the contractor obtains a substitute SBE, the contractor shall provide the Engineering Contract Coordinator with copies of the CHANGE REQUEST FOR SBE PARTICIPATION form and supporting documentation.

If the contractor is unable to replace the SBE with another SBE, then the contractor must provide City with evidence in writing that they have made a good faith effort. The contractor must submit to the Engineering Contract Coordinator a CHANGE REQUEST FOR SBE PARTICIPATION form along with documentation to support they have made a good faith effort. City may adjust the goal as appropriate.

In the case where a contractor cannot meet the SBE goals of a contract, he or she should request a change of that portion of the SBE goal, which cannot be met. The request will be subject to the following:

- A written request for change will be initiated by the contractor at the time he or she reasonably knows that despite good faith efforts the contract goal cannot be achieved. The request will be included on the CHANGE REQUEST FOR SBE PARTICIPATION form and will contain written document all good faith efforts made to meet the goal as well as the reason for the change.

- The request for change, CHANGE REQUEST FOR SBE PARTICIPATION form, will be submitted for review to the Engineering Contract Coordinator. The City will make the decision on the approval or denial of the change request and inform the contractor.

- If, at the completion of the project, the contractor has failed to meet the SBE contract goals, does not have an approved change request, and has not demonstrated good faith efforts to meet the contract goal, the contractor will be assessed liquidated damages for the difference between the contract goal and the actual SBE participation achieved. The City shall deduct the liquidated damages from the final payment. In the event insufficient earnings remain for the reduction of liquidated damages, the City may claim against the contractor's bond, suspend the contractor under performance suspension, withhold further proposals, suspend prequalification and/or other remedies available under the law.

- In those instances when the goal is not met due to a change in quantity, which occurs through no fault of the contractor, but due to City and/or changed site conditions, a change request will be recommended by Field Engineering at the time the change becomes known, but not later than the next progressive payment application from the contractor which covers the work identified for the SBE firm. The change request will include the statement of quantity change(s). The contractor shall endeavor, with good faith efforts, to mitigate underruns by utilizing other SBE firms.

Change in utilization includes reduction, substitution, and/or increase. Utilization shall be checked with the submission of each partial pay request, but not longer than 30 day intervals throughout the project. The contractor's acknowledgement that they have verified changes in his/her utilization is required as part of partial pay request documents. Reductions in utilization not approved prior to the final pay request, will result in pay reduction to the contractor.

If a contractor fails to comply with this section, appropriate administrative remedies may be taken including, but not limited to:

- No additional progressive payments may be processed
- Refusal to issue proposals
- Liquidated damages
- Suspension of work on the project
- Suspension of prequalification
- Termination of the contract

Prompt Payments

To ensure that contractors' obligations under City contracts are met, the contractor shall endeavor to pay all subcontractors for satisfactory performance of their contracts no later than fifteen (15) calendar days after receipt of each progressive payment from City. The contractor must further endeavor to make prompt release of retainage held to the SBE within thirty days after the work is satisfactorily completed, whether the contractor's work is complete or not. The term "satisfactorily completed" is defined as when; 1) City finds the work completed in accordance with the Plans and Specifications; 2) any required paperwork, including material certification, payrolls, etc., have been received and approved by City; 3) Field Engineering has determined the final quantities on the subcontractor's portion of the work; and 4) Contractor has received progressive payments from City which includes subcontractors' work.

In an effort to accelerate payments to subcontractors, the City may pay the Contractor for acceptable material stockpiled or delivered to the project, at other approved or designated locations, or at a plant site required for Contractor's operations as approved by the City. This is governed by Oklahoma Department of Transportation Standard Specifications for Highway Construction 2009 or latest edition.

Contractor shall endeavor to include invoices from SBE for materials on hand, partially completed work, or complete work on the earliest partial payment request submitted to the City. It is incumbent on the SBE to submit invoices to the Contractor in a timely manner.

Failure to comply with the prompt payment and return of retainage provisions of the contract may result in sanctions under the contract, as listed below:

- Refusal to issue proposals
- Liquidated damages
- Suspension of work on the project
- No additional progressive payments may be processed
- Suspension of prequalification

Any delay or postponement of payment among the parties may take place only for good cause, with City written approval. The explanation from the contractor must be made in writing to the City.

Record Keeping Requirements

The contractor shall keep such records as are necessary to determine compliance with the SBE contract obligations. The records kept by the contractor will indicate:

1. The name(s) of SBE firms or other subcontractors, the type of work being performed, and payment for work, services and business.

2. Documentation of correspondence, verbal contracts, telephone calls, etc., to obtain services of SBE firms on the project.

Upon request, the contractor shall submit all subcontracts, purchase orders, contracts, agreements, and financial transactions, including canceled checks, executed with SBE firms with the reference to records referred to in this provision, in such form, manner, content prescribed by City.

The contractor should list all SBE firms in the contract and summarize total amounts paid to SBE firms and the project goal amount for each SBE firm.

Reciprocity

The City will grant reciprocity of membership in the SBE program to certified Oklahoma Department of Transportation Disadvantaged Business Enterprises which are located in the Tulsa Metropolitan Statistical Area.

(Must be submitted with Bid)

CITY OF TULSA
BIDDER'S AFFIDAVIT FOR
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION GOALS

STATE OF)
) ss:
COUNTY OF)

_____, of lawful age, being first duly sworn, says that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder agrees to fully comply with the City of Tulsa's Resolution requiring that a good faith effort be made to utilize small business enterprises as subcontractors.

Affiant further states that s(he) will document on pages SBE-2BID, -3BID, -4BID, and -5BID for public record, his/her good faith efforts in solicitation.

Affiant further states that s(he) is responsible for having like requirements placed upon any subcontractor of said bidder.

Affiant further states that s(he) has read and agrees to the current CITY OF TULSA, OKLAHOMA SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS FOR BID OPENING AND AWARD SYSTEMS.

_____
BIDDER (Company Name)

_____
SIGNED

_____
TITLE

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

SBE-1BID

CITY OF Tulsa
A New Kind of Energy

RECORD OF SOLICITATION FOR SMALL BUSINESS ENTERPRISE (SBE)

(MUST BE SUBMITTED WITH BID)

- Project Name:
- Project Number:
- Prime Contractor:
- Prime Contractor Representative:

Consultants, Subcontractors, Service, Regular Dealers, Material Suppliers, & Fabricators:

- Contact Date(s):
- Name of Company:
- Address (Street, City, County, State):
- City of Tulsa SBE: ☐ Yes ☐ No
- City of Tulsa SBE Certificate Number:
- Other SBE Certificate Number(s):
- Company Contact Person:
- Phone No.: Email:
- Description of Work:
- Contract Documents provided to and/or reviewed by Company: ☐ Yes ☐ No
- Will City of Tulsa SBE be utilized? ☐ Yes ☐ No
- If Yes, Estimated Agreement Amount: $
- If No, description of reasons why agreement could not be reached for City of Tulsa SBE to perform work:

CITY OF Tulsa
A New Kind of Energy.

LETTER OF INTENT
TO CONTRACT WITH SMALL BUSINESS ENTERPRISE (SBE)
(Must be submitted by close of business on Thursday following bid opening)

Engineering Services Department, Attn: Contract Administration
CITY OF TULSA
2317 South Jackson, N-103
Tulsa, Oklahoma 74107
Ph.: 918.596.9637
Fax: 918.596.1299

Project Name: _____

Project Number: _____

Submittal Date: _____

_____

Prime Contractor

HEREBY, intends to subcontract items of work generally described as

_____

to:

_____

SMALL BUSINESS ENTERPRISE

Total amount of participation by City of Tulsa SBE: $ _____

(City of Tulsa SBE, quote must be attached)

City of Tulsa SBE: ☐ Yes ☐ No
City of Tulsa SBE Certificate Number: _____
Other SBE Certificate Number(s):

_____

_____

SMALL BUSINESS ENTERPRISE		**PRIME CONTRACTOR**	
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Signatures of Authorized representatives of the Prime Contractor and the City of Tulsa SBE firm above represent the written commitment by the Prime Contractor to subcontract with the City of Tulsa SBE firm and a written commitment by the City of Tulsa SBE firm to subcontract for work as described in the attached quote.

This form, along with the City of Tulsa SBE firm's quote must be submitted to the City with the executed Contract documents. If this form is not received, the proposed utilization will NOT be counted as part of the Prime Contractor's agreement. This may cause the agreement to be considered non-compliant and be rejected by the City of Tulsa.

CITY OF Tulsa
A New Kind of Energy.

CHANGE REQUEST
FOR SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

Project Name: _____

Project Number: _____

Prime Contractor: _____

CHANGE: From / To (fill in both sides) **OR** **ADD:** To (fill in this side only)

FROM:

Name: _____

City of Tulsa SBE: ☐ Yes ☐ No
City of Tulsa SBE Certificate Number: _____
Other SBE Certificate Number(s):

_____

TO:

Name: _____

City of Tulsa SBE: ☐ Yes ☐ No
City of Tulsa SBE Certificate Number: _____
Other SBE Certificate Number(s):

_____

Change in service to be performed: _____

_____

_____

Change in amount of participation by City of Tulsa SBE: $ _____

Reason for Change: _____

_____

_____

NOTE: Attach a copy of the Letter of Intent for the original City of Tulsa SBE and a new Letter of Intent for the proposed City of Tulsa SBE.

PRIME CONTRACTOR

Signature: _____

Date: _____

Title: _____

SBE SUBCONTRACTOR

Signature: _____

Date: _____

Title: _____

Approved / Disapproved: _____ Date: _____
Engineering Services, Manager
(Planning, Design, or Field)

Approved / Disapproved: _____ Date: _____
Engineering Services / Contract Admin.

Distribution: Mayor's Office of Economic Development
Engineering Services Department Division (Planning, Design, or Field)

CITY OF TULSA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION

Project No.			**Contractor**
Project Name			

Name	**Business Category**	**Projected Dollars**	**Actual Dollars**

Projected Contract % _____ **Actual Contract %** _____ **Total** _____ _____

PROJECTED:

_____
Contractor Representative

_____
Date

ACTUAL (Update and Submit with Final Payment):

_____
Contractor Representative

_____
Date

NOTE: REFER TO UTILIZATION INSTRUCTIONS

RESOLUTION NO. 18145

A RESOLUTION REQUIRING THE INCLUSION IN PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENT CONTRACTS OF PROVISIONS PROVIDING FOR THE EMPLOYMENT OF BONA FIDE RESIDENTS OF THE CITY OF TULSA; AND/OR THE MSA; ALSO PROVIDING THAT AT LEAST OF FIFTY PERCENT (50%) OF EACH CLASS OF EMPLOYEES USED ON A PROJECT BE BONA FIDE RESIDENTS OF THE CITY OF TULSA AND/OR THE MSA; THAT THE DIRECTOR OF THE DEPARTMENT OF HUMAN RIGHTS IS CHARGED WITH ENSURING THAT ALL BIDS FOR PUBLIC CONSTRUCTION CONTRACTS COMPLY WITH THIS RESOLUTION; AND DECLARING AN EMERGENCY.

WHEREAS, City of Tulsa, Oklahoma, desires to achieve a goal of full employment.

WHEREAS, it is necessary for the protection of the health, safety and welfare of all residents of the City of Tulsa, Oklahoma, to accomplish this goal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TULSA, OKLAHOMA:

SECTION 1. The City of Tulsa is committed to the policy of achieving full employment of its citizens by encouraging the employment of bona fide Tulsa and MSA residents in public improvement contracts.

SECTION 2. Definitions. The definitions of certain terms used in this resolution are as follows:

a. "Bidding Documents" or "Bid" means the bid notice, plans and specifications, bidding form, bidding instructions, special provisions and all other written instruments prepared by or on behalf of an awarding public agency for use by prospective bidders on a public construction contract.

b. (i) "Bona Fide Residents" shall include only those persons who are either registered to vote in the City of Tulsa or who have resided within the city limits for at least six months, or who have purchased a permanent residence within the city limits or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker. (ii) Bona fide residents of MSA shall include only those persons who are registered to vote in outlying MSA areas or who have resided within the outlying MSA area for at least six months, or who have purchased a permanent residence within the outlying MSA areas or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker.

c. "Public Construction Contract" or "Contract" means any contract exceeding Seven Thousand Five Hundred Dollars ($7,500.00) in amount, awarded by the City of Tulsa for the purpose of making any public improvements or constructing any public building or making repairs to the same.

d. "Public Improvement" means any beneficial or valuable change or addition, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to the City of Tulsa, intended to enhance its value, beauty or utility or to adapt it to new or further purposes. The term does not include the direct purchase of materials, equipment or supplies by the City of Tulsa.

CITY OF TULSA
FILED
AUG 23 1988
A.M. P.M.
Office of City Auditor
By

e. "MSA". All of the land areas composed of Creek County, Osage County, Rogers County, Tulsa County and Wagoner County.

SECTION 3. Residency Requirements of Contractor's Employees. Every employee and/or agent of the City of Tulsa, Oklahoma, charged or involved with the preparation of plans and specifications for any public impvement funded in whole or in part with funds of the City of Tulsa, is hereby charged to include in said plans and specifications the following provisions which shall be binding upon the successful bidders:

a. Each bid shall be accompanied by a sworn statement that the bidder is committed to the goal of employing at least 50% bona fide residents of the City of Tulsa and/or the MSA in each classification as determined by the Oklahoma Commissioner of Labor.

b. The successful bidder will be responsible for having like requirements placed upon any subcontractor.

c. The successful bidder will submit to the Director or his designated representative of the Department of Human Rights any compliance reports involving the bidder and its subcontractors required by Title 31, Chapter 1, Section 9, of the Tulsa Revised Ordinances. The reports shall include information about the residence of each employee in each laboring and trade class applicable to any City project.

SECTION 4. Unresponsive Bids. The failure to submit the documents required by Section 3 shall render a bid unresponsive. Said documents must be submitted prior to the opening of the bids. The Director of the Department of Human Rights Section of City Development is charged with ensuring that all bids comply with Section 3 prior to the bid opening date.

SECTION 5. Duty of Employees and/or Agents of the City of Tulsa. Any employee and/or agent of the City of Tulsa who fails to include the goals for residency requirements found in Section 3 in the plans and specifications for any public improvement may be subject to disciplinary action, including dismissal.

SECTION 6. Severability. The invalidity of any section, subsection, provision or clause or portion of this chapter, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.

SECTION 7. Effect Date. This resolution shall take effect as of July 1, 1988.

SECTION 8. Emergency Clause. That an emergency exists for the preservation of the public peace, health and safety, by reason whereof this resolution shall take effect immediately upon its passage, approval and publication.

PASSED, with the emergency clause ruled upon separately and approved this 23rd day of August, 1988.

APPROVED, this 23rd day of August, 1988.

Rodger Randle

Mayor

ATTEST: Philip W. Wood

City Auditor

APPROVED: Neal E. McNeil

City Attorney

PASSED, with the emergency clause ruled upon separately and approved this 23 day of August, 1988.

APPROVED, this 23 day of August, 1988.

Mayor

ATTEST:

City Auditor

APPROVED:

City Attorney

CITY OF TULSA
FILED
AUG 23 1988
A.M. P.M.
Office Of City Auditor
By

(Must be submitted at time of Bid)
CITY OF TULSA
RESOLUTION NO. 7404
AFFIDAVIT OF COMPLIANCE

_____, of lawful age, being first duly sworn, states that s(he) is the authorized agent of the Company set forth below.

Affiant further states that the Company, in compliance with City of Tulsa Resolution No. 7404, shall not hire or knowingly allow any of its subcontractors or lower tier subcontractors to hire anyone who is not a United States citizen or legal immigrant or anyone who does not have legal status as a temporary worker to perform work on any project which is the subject of a contract between the Company and the City of Tulsa.

Affiant further states that the Company shall not fail to comply with and shall not knowingly allow any of its subcontractors or lower tier subcontractors to fail to comply with all applicable laws including, but not limited to, labor, employment and taxation laws, in the performance of any work on any project which is the subject of a contract between the Company and the City of Tulsa.

Affiant further states that the Company shall make available to the City of Tulsa, at the City's request, sufficient information and/or affirmations to allow the City to confirm Company's compliance with Resolution No. 7404 relating to the performance of any contract between the Company and the City of Tulsa.

Company: _____

Signed: _____

_____
Title

SUBSCRIBED and SWORN to before me, this _____ day of _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

COMMISSION NO.:

_____

(Must be submitted at time of Bid)
CITY OF TULSA
50% RESIDENT RESOLUTION
AFFIDAVIT FOR BID

STATE OF)
) ss:
COUNTY OF)

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder, in compliance with City of Tulsa Resolution No. 18145, is committed to the goal of employing at least 50% bona fide residents of the City of Tulsa and/or the Metropolitan Statistical Area (composed of Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa, and Wagoner counties).

Affiant further states that bidder is responsible for having like requirements placed upon any of its subcontractors.

_____ _____

BIDDER (Company Name) **SIGNED**

_____
Title

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

_____
NOTARY PUBLIC

MY COMISSION EXPIRES:

_____

COMMISSION NO.:

_____

(Must be submitted at time of bid)

NON-COLLUSION AFFIDAVIT

STATE OF)
) ss:
COUNTY OF)

_____ , of lawful age, being first duly sworn, says that:

1. I am the duly authorized agent of the bidder submitting the competitive bid associated with this sworn statement for the purpose of certifying facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to governmental personnel in return for special consideration in the letting of any contract pursuant to the bid;

2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
   b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
   c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.

4. If awarded the contract, neither the bidder nor anyone subject to the bidder's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, any money or other thing of value, either directly or indirectly, in procuring the contract for which the bid is submitted.

_____ _____
BIDDER (Company Name) Signed

_____
Title

SUBSCRIBED and SWORN to before me this _____ day of _____, 20___.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____ , ___ .

COMMISSION NO.:

_____

(Must be submitted at time of bid)

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF)
) ss:
COUNTY OF)

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Signed: _____

_____

BIDDER (Company Name)

_____

Title:

SUBSCRIBED and SWORN to before me this _____ day of _____, 20___.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____ , _____

COMMISSION NO.:

_____

INTEREST AFFIDAVIT

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service ["Services Provider"] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider's business which is less than a controlling interest, either direct or indirect.

_____

_____

_____

By_____
Signature

Title_____

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

_____
Notary Public

My Commission Expires:_____

Notary Commission Number:_____

County & State Where Notarized:_____

The Affidavit must be signed by an authorized agent and notarized.

ELECTRONIC BID PROPOSAL INSTRUCTIONS - EXCEL SPREADSHEET

PROJECT NO. 2021 MPO (C3) NON-ARTERIAL MILL PATCH & OVERLAY CITYWIDE

Please read the following instructions carefully.

1. After opening this file re-save it as your company's name.
2. Open the BID FORM Sheet from the tabs below.
3. Input the unit price of the appropriate pay item in the cells highlighted in blue.
4. Review all data input and check calculations to ensure accuracy of Bid.
5. Print 1hardcopy of the "PROPOSAL" tab, BID FORM and the "SIGNATURE PAGE" tab.
6. Complete and sign the "Signature Page" document.
6. Submit hardcopy and electronic disk with Contract Documents and Specifications for Bid opening date.

AGREEMENT FOR USING ELECTRONIC BID PROPOSAL

By and Between: **City of Tulsa**, (ENGINEER) and RECIPIENT. The enclosed electronic media is provided pursuant to your request and is for your limited use in connection with your submittal of Bid Proposal for Project No. **2021 MPO (C3) NON-ARTERIAL MIL PATCH & OVERLAY CITYWIDE**. In no event shall the information be used for any other purpose or be released to third parties without the written consent of the ENGINEER. In the event of a discrepancy between the hard copy and this electronic media at delivery or in the future, the hard copy shall govern. ENGINEER hereby disclaims any and all liability for the consequences from use of the electronic media and makes no warranty or guarantee of accuracy. RECIPIENT shall assume full responsibility for the uses and consequences of the electronic media. It is agreed that ENGINEER has and retains ownership of the electronic media. ENGINEER does not warrant or guarantee that the electronic data is compatible with RECIPIENT'S computer hardware or software, and ENGINEER'S responsibility for the electronic media is limited to replacement of defective media for a period of thirty (30) days after delivery to RECIPIENT!!! By opening and using this FILE, You AGREE to these TERMS AND CONDITIONS!!!

PROPOSAL FOR
PROJECT NO. 2021 MPO C3
NON-ARTERIAL MILL, PATCH, & OVERLAY
CITYWIDE

TO: HONORABLE MAYOR
CITY OF TULSA, OKLAHOMA

THE UNDERSIGNED BIDDER, having carefully examined the drawings, specifications, and other Contract Documents of the above project presently on file in the City Clerk, City of Tulsa Oklahoma:

CERTIFIES THAT he has inspected the site of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, and materials necessary for construction, class and type of excavation, and all other factors affecting or which may be affected by the specified work; and

CERTIFIES THAT he has not entered into collusion with any other bidder or prospective bidder relative to the project and/or bid: and

HEREBY PROPOSES: to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents referred to therein; to complete said work within **120** calendar days after the work order is issued; and to accept in full payment therefore the amount set forth below for all work actually performed as computed by the Engineers as set forth in the Contract.

Basis of Award
IT SHOULD BE NOTED THAT THE LOWEST RESPONSIBLE BID SHALL BE DETERMINED BY THE TOTAL BASE BID.

Note: **- Item numbers omitted are not a part of the Contract.**

PROPOSAL FOR

PROJECT NO. 2021-MPO(C3)

ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	DATA INPUT UNIT PRICE	AMOUNT
1	202(A)	UNCLASSIFIED EXCAVATION	CY	850		
2	230(A)	SOLID SLAB SODDING	SY	2,500		
3	303(A)	AGGREGATE BASE TYPE A	CY	850		
4	310(B)	SUBGRADE METHOD B	SY	2,500		
5	325	SEPARATOR FABRIC	SY	2,950		
6	409	FABRIC REINFORCEMENT	SY	47,000		
7	411(S4)	ASPHALT CONCRETE, TYPE S4 (PG 64-22) 2" THICKNESS	TON	5,500		
8	412	COLD MILLING PAVEMENT (2" THICKNESS)	SY	47,000		
9	509(C)	CLASS 'A' CONCRETE FOR SMALL STRUCTURES	CY	50		
10	511(A)	REINFORCING STEEL- IN PLACE	LB	800		
11	609(A)	REMOVE AND REPLACE 6" CONCRETE CURB	LF	150		
12	609(B)	REMOVE AND REPLACE 6" CONCRETE CURB AND GUTTER	LF	2,000		
13	610(A)	4" CONCRETE SIDEWALK	SY	150		
14	610(B)	REMOVE AND REPLACE 6" HES PCC DRIVEWAY	SY	1,550		
15	610(SP)	HANDICAP RAMP	EA	2		
16	611(I)	TACTILE WARNING DEVICE	SF	20		
17	612(A)	ADJUST MANHOLE TO GRADE	EA	20		
18	612(C)	ADJUST INLETS TO GRADE	EA	15		
19	612(E)	ADJUST VALVE BOXES TO GRADE	EA	5		
20	619(B)	REMOVAL OF SIDEWALK	SY	150		
21	641	MOBILIZATION	EA	1		
22	855(A)	TRAFFIC STRIP (PLASTIC)(4" WIDE)	LF	1200		
23	855(B)	TRAFFIC STRIP (PLASTIC)(ARROWS)	EA	6		
24	855(B)	TRAFFIC STRIP (PLASTIC)(SYMBOLS)	EA	16		
25	880(B)	SIGNS 6.26 TO 15.99 SF	SD	2,500		
26	880(B)	SIGNS 16.00 AND UP	SD	4,500		
27	880(C)	BARRICADES (TYPE III)	SD	3500		
28	880(E)	TYPE "A" WARNING LIGHT	SD	2,500		
29	880(E)	TYPE "C" WARNING LIGHT	SD	1,500		
30	880(F)	DRUMS	SD	1,500		
31	880(G)	TUBE CHANNELIZERS	SD	15,000		
32	880(H)	FLAGGER	FD	80		
33	SPECIAL	TYPE I PCC PATCH	CY	550		
34	SPECIAL	TYPE I AC PATCH WITH TYPE S3 (PG 64-22 OK)	CY	250		
35	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	EA	1		
36	SPECIAL	QUICK SET FLOWABLE FILL	CY	250		
37	SPECIAL	CROSS STREET DRAINS HES PCC	CY	50		
38	SPECIAL	OWNER ALLOWANCE	ALLOW	1	$10,000.00	$10,000.00
		TOTAL				$10,000.00

TOTAL BASE BID #REF!

Figures

Enclosed is a ( ) Bidder's Surety Bond, ( ) Certified Check, ( ) Cashier's Check for

_____ Dollars ($_____)

Figures

which the City of Tulsa may retain or recover as liquidated damages in the event that the undersigned fails to enter into contract for the work covered by this proposal., provided the Contract is awarded to the undersigned within thirty (30) days, or within ninety (90) days if Federal funds are utilized, from the date fixed for opening of bids and the undersigned fails to execute said Contract and furnish the required bonds and other requirements as called for in these Contract Documents within thirty (30) days after award of Contract.

Dated at Tulsa, Oklahoma, this _____ day of _____, 20__.

Respectfully submitted,

_____

(Complete legal name of company)

_____

(State of Organization)

By: ATTEST:

_____ _____

Title: Title: Corporate Secretary

Printed Name: Printed Name:

(SEAL)

Address:_____

_____

_____

_____

_____

Telephone Number: _____ Fax Number: _____

By signing above bidder acknowledges receipt of the following Addenda (give number and date of each):

_____

_____

_____

_____

This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney.

Certificate of Secretary

The undersigned _____ (Assistant) Secretary of _____, a _____ corporation, (the "Corporation") hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the _____ day of _____, 20___.

> RESOLVED, that _____ is authorized to execute and enter into bids, contracts, bonds, affidavits and any ancillary documents, on behalf of the Corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate this ___ day of _____, 20__.

_____
(Signature)

_____
Printed Name

_____
(Assistant) Secretary

SAMPLE

[SAMPLE CONSENT OF MEMBERS]

[NAME OF COMPANY], LLC

Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by _____ on behalf of [Name of Company], LLC of bid proposals, contracts, affidavits and related documents in connection with [Name of Project] of the City of Tulsa.

EXAMPLE

DATED, this ___ day of _____, 20__.

_____

Name printed: _____

_____

Name Printed: _____

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

Disclaimer Statement: This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney."

Date

Contractor

RE: City of Tulsa Project No. 2021-MPO (C3) NON-ARTERIAL MILL, PATCH & OVERLAY CITYWIDE

TO WHOM IT MAY CONCERN:

Please be advised that the City of Tulsa, Oklahoma, a municipal corporation, has contracted for the construction of a public improvement project as referenced above, and that pursuant to Title 68 § Section 1356 (10), sales on tangible personal property or services to be wholly consumed in the performance of such projects are exempt from Oklahoma and City of Tulsa Sales Tax when:

> "…Any person making purchases on behalf of such subdivision or agency of the state shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor that the purchases are made for and on behalf of such subdivision or agency of this state and set out the name of such public subdivision or agency."

This letter of authorization expires.

A photostatic copy of this letter may be considered as the original.

CITY OF TULSA

Terry Ball, Director
Streets and Stormwater

cc: Gary McColpin

EXTENSION OF TIME REQUEST

(to be submitted with eack partial payment application)

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

_____

CONTRACT NO.: _____

PROJECT NO.: _____

DESCRIPTION: _____

ARE THERE ANY CHANGES TO YOUR SBE UTILIZATION? _____ YES _____ NO

IF YES, GIVE REASON AND ATTACH CHANGE REQUEST FORM (SBE-4): _____

_____

EXTENSION OF CONTRACT TIME REQUIRED: _____ YES _____ NO

TOTAL OF EXTENSION TIME REQUESTED: _____

IF YES GIVE REASON: _____

_____

_____

_____

SIGNATURE - CONTRACTOR

_____

CONSULTING ENGINEER OR DEPARTMENT OF PUBLIC WORKS STAFF RECOMMENDATIONS

APPROVED: _____ REJECTED: _____

REASON: _____

_____

_____

_____

SIGNATURE

_____

DATE

ACTION WILL BE TAKEN WITHIN 30 DAYS FROM RECEIPT OF REQUEST

ETR-1

CONTRACT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS TULSA, OKLAHOMA

THIS CONTRACT made and entered into the _____ day of_____, 2021, by and between___an (list state)_____ (Corporation or Limited Liability Company) of _____ , Oklahoma, hereinafter called the "CONTRACTOR", and the CITY OF TULSA - TULSA, OKLAHOMA, a Municipal Corporation, herein called the "CITY."

WITNESSETH:

WHEREAS, the City has caused to be prepared the necessary Drawings, Specifications, and other Contract Documents for the public improvements herein described, and has invited bids for the construction thereof in accordance with the terms of this Contract, all of which is hereby designated as:

PROJECT NO. 2021-MPO (C3) NON-ARTERIAL MILL, PATCH & OVERLAY CITYWIDE

WHEREAS, the Contractor, in response to the Advertisement, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of this Contract; and,

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the above named Contractor to be the lowest responsible bidder for the work and has duly awarded to the said Contractor therefore, for the sum or sums named in the Contractor's bid, a copy of the Bid Form being attached to and made a part of this Contract;

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract as defined in the attached General Provisions, sometimes referred to as General Conditions in the Contract Documents, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct, and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid, or part thereof, as follows:

PROJECT NO. 2021-MPO (C3) NON-ARTERIAL MILL, PATCH & OVERLAY CITYWIDE

ARTICLE II. That the City shall pay to the Contractor for performance of the work embraced in this Contract, and the Contractor will accept as full compensation therefor, the sum (subject to adjustment as provided by the Contract) of _____ AND /100 Dollars ($_____) for all work covered by and included in the Contract award and designated in the foregoing Article I; payments therefore to be made in cash or its equivalent, in the manner provided in the General Provisions.

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the City to proceed with the work to be performed hereunder, and shall complete the work within the number of consecutive calendar days after the authorized starting date, as stipulated below:

All Work Completed: **120** calendar days

ARTICLE IV. The sworn, notarized statement below shall be signed and notarized before this Contract will become effective.

ARTICLE V. Prior to submitting a final payment request, the Contractor shall furnish a lien waiver certifying that all subcontractors and suppliers have been paid.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals,

this _____ day of _____, 2021.

CITY OF TULSA, OKLAHOMA
a municipal corporation

By:_____ ATTEST: (S E A L)

_____Date:_____ _____Date:_____
Mayor City Clerk

APPROVED: APPROVED:

_____Date:_____ _____Date:_____
City Attorney City Engineer

_____
CONTRACTOR

By:_____

Printed Name _____

_____ Date:_____ _____ Date:_____
Title Title

ATTEST:

_____
Corporate Secretary

(S E A L)

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 Contractor to submit the above Contract to the CITY OF TULSA, Tulsa, Oklahoma.

_____
Signature

Subscribed and sworn to before me this _____ day of _____, 2021

_____
NOTARY PUBLIC

My Commission Expires:

_____, ____.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____, (hereinafter called the Contractor"), duly authorized by law to do business as a construction contractor in the State of Oklahoma, and _____ (hereinafter called the "Surety"), a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are hereby held and firmly bound unto the City of Tulsa, Tulsa, Oklahoma (hereinafter called the "City"), in the penal sum of

_____

_____

Dollars (full amount of the Contract), ($_____) lawful money of the United States, for the payment of which, well and truly to be made unto the said City, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Contractor has on the _____ day of _____, _____, entered into a written contract with the City of Tulsa, Tulsa, Oklahoma, for furnishing all materials, labor, tools, equipment, and transportation necessary for:

PROJECT NO. 2021-MPO (C3)
NON-ARTERIAL MILL PATCH & OVERLAY CITYWIDE

NOW, THEREFORE, if said Contractor shall well and truly perform and complete said project in accordance with said Contract, Advertisement for Bids, General Conditions, Instructions to Bidders, Bid Form, Plans and Specifications, and related documents, shall comply with all the requirements of the laws of the State of Oklahoma; shall pay as they become due all just claims for work or labor performed and materials furnished in connection with said contract, and shall defend, indemnify and save harmless said City against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims except as otherwise provided in said specifications and other contract documents, arising out of or in relation to the performance of said work and the provisions of said Contract, then these presents shall be void; otherwise, they shall remain in full force and effect.

This obligation is made for the use of said City and also for the use and benefit of all persons who may perform work or labor, or furnish any material in the execution of said Contract, and may be sued on thereby in the name of the City.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition of the terms of the Contract, or to the work or to the specifications.

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.

_____
CONTRACTOR (Principal)

BY: ATTEST: (S E A L)

_____Date:_____ _____Date:_____
Title: Title:

_____Date:_____ _____Date:_____
Attorney In Fact ** Surety (S E A L)

**This date shall match the notarized certificate on the Power-of-Attorney

(Accompany this Bond with Power Of Attorney)

APPROVED AS TO FORM:

_____ Date:_____
City Attorney

_____ Date:_____
City Clerk

STATUTORY BOND

WHEREAS, the undersigned _____ has entered into a certain contract dated the _____ day of _____, ____, designated as **Project No. 2021-MPO (C3)**, for the construction of certain public improvements Consisting of **NON-ARTERIAL MILL PATCH & OVERLAY CITYWIDE** to be situated and constructed on and through the property described in said Contract, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, drawings and specifications thereof, on file in the office of the office of the City Clerk.

NOW, THEREFORE, 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 State of Oklahoma in the penal sum of _____ _____ Dollars (Full Amount of Contract) ($_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally firmly by these presents.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the specifications.

5/30/06

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.

_____

CONTRACTOR (Principal)

BY: ATTEST: (S E A L)

_____ Date:_____ _____ Date:_____

Title: Title:

_____ Date:_____ _____ Date:_____

Attorney-In-Fact ** Surety (S E A L)

**This date shall match the date of the notarized certificate on the Power-of- Attorney.

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

_____ Date:_____

City Attorney

_____ Date:_____

City Clerk

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 Tulsa in the Penal sum of _____

_____

Dollars (full amount of Contract) ($_____) 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.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the City of Tulsa, Oklahoma dated_____,_____, for

Project No. 2021-MPO (C3)
NON-ARTERIAL MILL PATCH & OVERLAY CITYWIDE

all in compliance with the drawings and specifications therefore, made a part of said Contract and on file in the office of the City Clerk, Tulsa, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Tulsa, Oklahoma, 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 for all projects, from and after acceptance of said project by the City of Tulsa, Oklahoma; 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 Tulsa, Oklahoma, 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 obligation of this Bond.

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

_____
CONTRACTOR (Principal)

BY: ATTEST: (S E A L)

_____Date:_____ _____Date: _____
Title: Title:

_____Date:_____ _____Date: _____
Attorney-In-Fact ** Surety (S E A L)

** This date shall match the date of the notarized certificate on the Power of Attorney

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

_____ Date:_____
City Attorney

_____ Date:_____
City Clerk

AFFIDAVIT OF CLAIMANT

STATE OF _____

COUNTY OF _____

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____
Signature

Name: _____

Company: _____

Title: _____

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

_____
Notary Public

My Commission Expires: _____

Notary Commission Number: _____

GENERAL PROVISIONS AND SPECIFICATIONS

(Published in the Tulsa World,
January 30, 2015.)
Ordinance No. 23427

AN ORDINANCE AMENDING TITLE 11, TULSA REVISED ORDINANCES ENTITLED "PUBLIC WORKS DEPARTMENT" BY AMENDING CHAPTER 10 ENTITLED "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION," AMENDING SECTION 1001, TO REVISE STANDARD SPECIFICATIONS SET FORTH IN PARTS 411.04.N AND 414.04.R; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES.

BE IT ORDAINED BY THE CITY OF TULSA:

Section I. That Title 11, Chapter 10, Tulsa Revised Ordinances, be and the same is hereby amended and shall read as follows:

"CHAPTER 10. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Section 1000. Adoption of State Standard Specifications.
Section 1001. Additions, Revisions, Deletions and Exceptions

SECTION 1000. ADOPTION OF STATE STANDARD SPECIFICATIONS.

Those certain documents, three (3) copies of which have been filed in the Office of the City Clerk of the City of Tulsa, being marked and designated as Standard Specifications for Highway Construction, 2009 Edition, as published by the Oklahoma Department of Transportation, are hereby adopted as the standard specifications for public improvement projects for the City with the exceptions given in SECTION 1001.

SECTION 1001. ADDITIONS, REVISIONS, DELETIONS AND EXCEPTIONS.

1001.A. The following terms, listed as numbered in the 2009 Edition of the Standard Specifications for Highway Construction, are hereby revised for all sections of this chapter:

101.05. Definitions.

101.05.A. Acceptance Date. Delete

101.05.P. Bond. All references to the "Department" shall mean "City of Tulsa," a municipal corporation.

101.05.V. Commission. All references to the "Commission" shall mean "The City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents."

101.05.Y. Contract. Replace definition with the following: "The written agreement between the City and the Contractor setting forth obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment."

The Contract includes the Notice to Bidders, Proposal, Contract Form, all Contract Bonds, Specifications, Special Specifications, Special Provisions, all Plans, Work Orders and Change Orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions.

101.05.AG. Department. Replace definition with the following: "Engineering Services Department of the City of Tulsa, Oklahoma."

101.05.AI. Director. Replace definition with the following: "The Director of the Engineering Services Department of the City of Tulsa."

101.05.AL. Engineer. Replace definition with the following: "The City Engineer of the City of Tulsa or his designee."

101.05.AT. Holiday. Replace definition with the following: "Those days declared to be holidays for regular Civil Service employees of the City of Tulsa."

101.05.AV. Inspector. Replace definition with the following: "The City of Tulsa's Engineering Services Department authorized representative assigned to make inspections of the work."

101.05.AX. Letter of Credit. All references to the "State" shall mean "The City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents."

101.05.BF. Materials Division. Replace definition with the following: "The Director of the Engineering Services Department of the City of Tulsa."

101.05.BG. Materials Engineer. Replace definition with the following: "The City Engineer of the City of Tulsa or his designee".

101.05.BZ. Resident Engineer. Replace definition with "The direct representative of the Engineering Services Department of the City of Tulsa for the oversight of construction projects with authority for oversight of all aspects of the construction project."

101.05.CC. Right-of-Way. Replace definition with the following: "Right-of-Way or ROW shall mean the surface, the airspace above ground, and the area below the surface of any public street, highway, parkway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel,

stormwater drainage system, easement, park, or similar property in which the City now or hereafter holds a property interest and/or a maintenance responsibility which, consistent with the purposes for which it was granted or dedicated, may be used to install, operate and maintain Facilities.

101.05.CH. State. All references to the "State" shall mean the "The City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents."

101.05.CP. Supplemental Agreement. Delete

1001.B. City of Tulsa exceptions to the following provisions, listed as numbered in the 2009 Edition of the Standard Specifications for Highway Construction, are hereby described as follows:

102.01. Pre-Qualification. Replace section with "The City of Tulsa requires General / Prime Contractors to be Prequalified according to Title 11 Chapter 11 of the City of Tulsa Ordinances."

102.06. Examination of Plans, Specifications, Special Provisions, and the Work Site. Replace the fourth paragraph with, "If the City has boring logs and subsurface investigation results, bidders may contact the Contract Administrator at the following address during normal business hours:

City of Tulsa
Engineering Services Department
2317 S. Jackson Ave.
Tulsa, OK 74107"

102.10. Delivery of Proposal. Replace section with the following: "Each bid Proposal shall be completed electronically on the electronic media provided, then printed, signed and submitted along with the electronic media and the complete bound copy of the contract documents or as instructed in the Notice to Bidders. In the event of a discrepancy between the pricing on the electronic media and the hard copy of a Proposal, the hard copy pricing will govern. If an electronic media is not provided and the bid Proposal is manual, the bid Proposal shall be submitted in ink. The written words shall govern over the figures. Erroneous entries shall be lined out, initialed by the bidder, and the correct entry inserted. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment, and apparatus of every description to construct, erect, and furnish all work required by and in conformance with the Plans and Specifications.

Each bid shall be enclosed in a sealed envelope addressed to the:

City Clerk's Office
The City of Tulsa
One Technology Center
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

or as otherwise instructed in the Notice to Bidders, and identified on the outside with the words:

PROJECT NO.

Pre-qualification Certificate Number _____,

All addenda to the contract documents shall accompany the bid when submitted. Any bid turned in prior to 96 hours before opening is non-responsive."

102.13. Public Opening of Proposals. Replace section with the following: "Proposals shall be publicly opened and read on the date and at the hour and place set forth in the advertisement and Notice to Bidders in the manner established by the City."

102.16. Non-Collusive Bidding Certification. Replace ODOT form and replace with the form provided in the Bid Documents.

103.08. Approval of Contract. Replace section with the following: "The Contract shall not be binding upon the City until it has been executed and approved in the manner set forth in the Tulsa City Charter."

105.17.C. Final Acceptance. Replace definition with the following: "The date on which the Request for Action (RFA) for final payment has been signed by the Mayor of the City of Tulsa."

105.18. Claims for Adjustment. Delete section.

106.03. Samples, Tests and Cited Specifications. Insert the following after the second sentence: "FAST Guide shall mean current City of Tulsa testing guidance as shown in the Special Provisions."

106.04.D. Distribution of Certifications. Replace section with the following: "The Contractor shall submit certifications to the Engineer with another copy mailed to:

Construction Engineer
City of Tulsa
Engineering Services Department
2317 S. Jackson Ave.
Tulsa, OK 74107"

106.05. Plant Inspections. In this section, "Oklahoma City" shall mean "Tulsa."

106.11. Guarantees and Warranties. In this paragraph replace "six month" with "twelve month."

107.14. No Waiver of Legal Rights. Delete section.

107.19. Regulated Floodways. Add the sentence, "The Contractors shall also follow the requirements of Title 11A of the City ordinances."

107.20. Stormwater Management. Insert after the first sentence, "The Contractors shall also follow the requirements of Title 11A of the City ordinances."

108.02. Notice to Proceed and Preconstruction Conference. Modify the second paragraph to read: "After the Contractor and Resident Engineer hold a preconstruction conference, the Contractor shall receive a Notice to Proceed, before the start of construction."

108.07.B. Calendar Day Contract. Delete the second paragraph and replace with the following: "There are fifteen (15) working days in every month of the year."

108.08. Incentive/Disincentive for Early/Late Completion. Delete section.

108.09. Failure to Complete on Time. Delete Table 108:1.

109.04.B. Submitting a Claim. Delete Sections 1 through 4. Insert the following after the first paragraph: "Change Orders to be processed according to City policy."

109.06. Progress Payments. In the second paragraph delete language regarding "semi-monthly progressive estimates."

109.08. Final Payment. Delete last paragraph of the section and replace with the following: "Contractor shall submit final payment within 90 days of completion of job unless otherwise approved by the City."

109.10.A. Recoverable Costs. Delete section.

109.11. Payment to Subcontractors. Delete last paragraph of the section.

220.04.C. Contractor Responsibilities for SWPPP. Delete the first sentence of the second paragraph and replace with the following: "A Contractor Certification statement for subcontractors is "required."

401.04.A. Tolerances. Delete entire section and replace with the City of Tulsa Special Provision for Pavement and Bridge Deck Smoothness provided in the contract documents.

411.04.N. (2) Acceptance. Replace this section with the following: "ODOT pay factors for average lot density, asphalt cement content, and air voids shall not be used for this project. Failure to reach average lot density of 92% to 97%, asphalt cement content of +/- 0.40 of job mix formula, or air voids greater than 1.5 deviation from target will result in rejection of the work. In addition the thickness of the asphalt must be equal to or greater than what is specified."

414.02 Materials. Delete Fly Ash. Fly Ash is not allowed in any concrete mixture unless specifically specified in the Special Provisions / Plans.

414.03.B. Placing and Finishing Equipment. In the first paragraph add the sentence, "If paving is not performed by a slip form paver a hand vibrator shall be required."

414.04.R. Acceptance of Pavement. Replace this section with the following: "ODOT pay factors for strength and thickness shall not be used on this project. Failure to reach less than 300 psi of the target strength from the mix design will result in rejection of the work. In addition, the thickness of the Portland Cement Concrete Pavement must be equal to or greater than what is specified."

509.06. Basis of Payment. Delete pay factors for air content.

516.06. Basis of Payment. Delete the Obstructions pay item.

701.01.B. Cement Substitution. Delete Fly Ash. Fly Ash is not allowed in any concrete mixture unless specifically specified in the Special Provisions / Plans.

702.01. Fly Ash. Delete Fly Ash. Fly Ash is not allowed in any concrete mixture unless specifically specified in the Special Provisions / Plans.

801.02. Materials. Replace Department's Traffic Engineering Division Qualified Products List (QPL) with the City of Tulsa Traffic Engineering's Approved Products List (APL).

801.04.B. Bonding and Diagram. Delete and replace section with the following:

"Provide mechanically and electrically secure conduit, poles, and highway lighting cabinets to form a continuous system.

Provide No. 8 AWG copper wire for grounding traffic signal cabinet.

Provide at least No. 6 AWG THHN green stranded copper wire for bond and ground jumpers for all other equipment.

Provide at least No. 6 AWG THHN green stranded copper wire for ground poles, securely attached to the pole and the ground rod, as shown on Plans.

All identified neutrals shall be white."

802. Electrical Conduit. Delete section and refer to City of Tulsa Specification 602, Electrical Conduit.

803. Pull Boxes and Ground Boxes. Delete section and refer to City of Tulsa Specification 601, Pull Boxes.

804. Concrete Footings. Delete section and refer to City of Tulsa Specification 603, Signal Pole Footings.

805.01. Description. Delete section and replace with the following: "This work consists of the removal and delivery of traffic signal and highway lighting items, to the City of Tulsa Operations facility, which equipment shall remain the property of the City of Tulsa: Traffic signal poles, signal heads, pedestrian heads, backplates, controller cabinet assembly, cabinet guard, mast arm signs, astro-brackets, span wire equipment and any other traffic signal equipment removed except for the pull boxes, conduit and wire which shall become the property of the contractor. Work to include the removal of all footings below ground or a directed by the engineer. Footings shall become the property of the contractor."

805.04. Construction Methods. Replace the second paragraph with the following: "Do not damage traffic signal equipment during removal and storage. Remove all footings to below ground level or as directed by the engineer. Footings, pull boxes, conduit and wire shall become property of the contractor."

806. Poles and Mast Arms. Delete section and refer to City of Tulsa Specification 617, Poles and Mast Arms.

810. Power Supplies. Delete section and refer to City of Tulsa Specification 607, Power Supplies.

811. Electrical Conductors Highway Lighting. Delete section and refer to City of Tulsa specification 621, Electrical Conductors Highway Lighting.

825. Traffic Signal Controller Assembly. Delete section and refer to City of Tulsa specification 610, Traffic Signal Controller Assembly.

828. Vehicle Loop Detector and Loop Detector Wire. Delete section and refer to City of Tulsa specification 604, Detector Wire.

830. Pedestrian Push Button. Delete section and refer to City of Tulsa specification 613, Pedestrian Push Button.

831. Traffic Signal Heads. Delete section and refer to City of Tulsa specification 614, Traffic Signal Heads.

832. Optically Programmed Adjustable Traffic Signal Heads.
Delete section.

833. Traffic Signal Backplanes. Delete section.

834. Electrical Conductors for Traffic Signals. Delete section and refer to City of Tulsa specification 611, Electrical Conductors for Traffic Signals.

7F

Section 2. SEVERABILITY. If any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

ADOPTED by the Council: JAN 14 2016
Date

Chairman of the Council

OFFICE OF THE MAYOR

Received by the Mayor: _____ at _____
Date Time

Dewey F. Bartlett, Jr.

By: _____
Secretary

APPROVED by the Mayor of the City of Tulsa, Oklahoma: JAN 22 2016
Date

at _____.
Time

Mayor

ATTEST:

City Clerk

APPROVED:

City Attorney

SPECIFICATIONS

A. Oklahoma Department of Transportation Standard Specifications for Highway Construction, 2009 Edition, shall be used on this project including Section 100-General Provisions, as modified by Ordinance No. 23427

B. City of Tulsa, Engineering Services Department Construction Specifications – October 2013 are incorporated herein as if fully set forth and are on file, including all revisions posted on internet prior to bid opening, with the Engineering Services Department, Engineering Design Division, 2317 S. Jackson Ave. Tulsa, Oklahoma or access on the internet at: http://www.cityoftulsa.org/government/departments/engineering-servicess/specification-checklists-and-details

SPECIAL

PROVISIONS

SPECIAL PROVISION
SUPPLEMENTAL CONTRACT REQUIREMENTS
PROJECT NO. 2021-MPO (C3)
NON-ARTERIAL MILL, PATCH & OVERLAY CITYWIDE

1. Successful Contractor shall return fully executed contract documents (including bonds and insurance) to the City of Tulsa, Contract Administration Section, Room N-103, 2317 South Jackson Avenue within two (2) weeks after bid opening.

2. If the successful Contractor can provide proper bonds and insurance and the contract is executed, the Pre-Construction Conference for this project will be held within eight (8) weeks after bid opening.

SPECIAL PROVISIONS

INSURANCE REQUIREMENTS

In reference to Ordinance No. 23427 Adoption of State Specification for Highway Construction, Section 107.12 shall be modified as follows:

The CONTRACTOR (and any subcontractors) shall carry and keep in force during this Contract, policies of insurance issued by an insurer authorized to transact business in Oklahoma in minimum amounts as set forth below or as required by the laws of the State of Oklahoma. The CONTRACTOR shall also furnish an Owner's Protective Policy in the same amounts naming the City of Tulsa as the assured, issued by the same insurance company as the CONTRACTOR'S liability coverage and indemnifying the City of Tulsa against any and all actions, claims, judgments or demands arising from injuries of any kind and character sustained by any person or persons because of work performed by the CONTRACTOR.

General Liability Insurance with a bodily injury and property damage combined single limit of not less than $1,000,000.00 for each occurrence.

Employer's Liability and Workmen's Compensation in the amounts as required by law.

The CONTRACTOR shall provide proof of such coverage:

(a) By providing Certificate(s) of Insurance prior to the execution of this contract; and

(b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of payment request.

The CONTRACTOR shall not cause any required insurance policy to be cancelled or permit it to lapse. If the CONTRACTOR cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the City will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, a CONTRACTOR who fails to keep required insurance policies in effect may be deemed by the City to be in breach of contract, ineligible to bid on future projects, and/or ineligible to engage in any new contracts.

The Contractor shall execute and furnish a Statutory Bond for the protection of laborers, mechanics, and material men in a sum equal to one hundred percent (100%) of the contract price.

The Contractor shall execute and furnish a Performance Bond in a sum equal to one hundred percent (100%) of the contract price.

The Contractor shall execute and furnish a Maintenance Bond in a sum equal to one hundred percent (100%) of the contract price.

Prior to doing blasting, the Contractor shall furnish a Certificate of Insurance, which shall certify that any damage caused by blasting is within the coverage of the Contractor's liability insurance to the full limits thereof.

All bonds and insurance must be executed by a company licensed to do business in the State of Oklahoma and must be acceptable to the City.

SPECIAL PROVISIONS GENERAL

1. Work Days: All work to be completed within **120 calendar days** for the Base Bid.

2. No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturday, Sunday, or legal holidays without the prior written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection or work already done, or of equipment, or in the case of an emergency.

3. Traffic Control: All work shall be done in cooperation with the City to establish, install, maintain and operate a complete, adequate and safe traffic control plan during the entire construction period and the prompt removal of the traffic control upon completion of a street. **Failure to properly maintain traffic control devices on or adjacent to Arterial Streets will subject the Contractor to a $500.00 per day fine for each and every calendar day that the traffic control devices are NOT adjusted, properly maintained and/or removed from a street once paving operations have been completed.** Barricades, signs, lights, flags and all other traffic control devices shall meet the requirements and specifications of the Standard Drawings entitled "Typical Applications of Traffic Control Devices", and shall be approved by the Traffic Engineer of the City of Tulsa. Two-way traffic shall be maintained at all times, unless otherwise approved by the Engineer. All contractors shall contact the City of Tulsa Traffic Engineering Section before removing or replacing traffic devices, detector loops and street signs. A traffic plan must be submitted for any temporary street closure at least 2 working days prior to planned closing.

4. Contractor shall provide an acceptable 10' straightedge for this Project. All transverse joints shall be straight edged and approved by the Engineer. Surface elevation will meet ODOT 401.04 and all other contract requirements.

5. The Engineer may do quality assurance testing in addition to that performed by the Contractor. The Engineer or a testing laboratory designated by the Engineer will do any testing for quality assurance. The City will pay all costs of quality assurance.

6. Full depth sawing of patches is required. This area to be removed shall be marked by the Contractor under the direction of the Engineer. The Contractor will provide personnel and equipment for marking of the patches as directed by the Engineer. Cost of full depth sawing shall be included in bid item for patching areas.

7. Areas to be patched shall be delineated in a straight-line geometric pattern. When completed, the patch shall be level and provide a smooth riding surface. Portland Cement Concrete patches will be protected from all traffic for a minimum period of 24 hours before removal of protective devices. No open excavations will be left overnight.

8. All asphalt patch work will require that asphalt rollers and an asphalt laydown machine be available for use on the job as directed by the Engineer.

9. Contractor will be required to employ the use of an Automatic Grade Referencing System. The equipment shall be capable of accurately and automatically establishing grades along each edge of the machine by referencing the existing pavement by means of a ski or joint matching shoe, or from an independent grade control. Minimum length of ski shall be 40'.

10. Prior to application of tack coat, the street shall be blown clean with compressed air to the satisfaction of the Engineer.

11. The tack coat must be uniformly distributed and adequately cured prior to beginning the overlay.

12. Contractor shall be responsible for cleanup and/or removal of any excessive over spray of any tack coat material to the satisfaction of the Engineer.

13. Debris from routing of cracks and cold milling shall be swept and vacuumed from the street to the satisfaction of the Engineer.

14. Contractor will be responsible for preparation and distribution of a written notice to residents within 48 hours of beginning milling and overlay operations. Costs associated with this requirement will be included in other items of work.

15. Contractor shall provide a continuous work effort towards total completion of the work in an area prior to moving to a different location.

16. All full depth asphalt patches will be made only after milling is complete, if milling is required, and prior to overlay.

17. No masonry structures shall be used in street right of way. Either precast or cast-in-place structures shall be used.

18. No lifting holes will be allowed in any reinforced concrete pipes or reinforced concrete boxes.

19. No fly ash is allowed to be used on this project.

20. The Contractor certifies that it and all of its Subcontractors to be used in the performance of the Contract are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O. S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at **www.dhs.gov/E-Verify**.

21. **Driveways**. Access to properties and businesses adjacent to the right of way must be provided and maintained at all times unless otherwise directed/approved by the Engineer. The Contractor will contact the business or property owner at least 5 days in advance of any driveway closure. Driveways and patches in front of driveways, which are removed, shall not be left unusable overnight. If concrete cannot be placed the same day as removal, the Contractor shall furnish screening or other suitable aggregate material to maintain temporary access until concrete can be placed. The cost of placing and removing the material for temporary access shall be included in the pay item for Concrete Driveway (High Early Strength). **Failure to leave any driveway usable will subject the Contractor to a $1000.00 per day fine for each and every calendar day that the driveway remains non-useable.** The only exception for a driveway to be non-useable is to allow for curing time for concrete. Cure time will not exceed 48 hours.

22. Driveways in excess of 18-feet in width shall be constructed in half-sections and access shall be maintained at all times.

23. Contractor shall prepare and present a schedule and plan for lane and driveway closures throughout the project. The Contractor shall include in the plan, driveway signage for local business access. Payment for signs will be included under the pay item "**Signage for Local Business Access**" and will be paid for by the square foot. Coordination with the City of Tulsa and local business operators shall be required before a driveway schedule and plan is approved.

24. Contractor shall coordinate with the City of Tulsa and local business operators to identify opportunities to perform weekend or "after business hours" construction on driveways to minimize impacts to the area.

25. Local and through traffic shall be maintained at all times through the project unless otherwise permitted by the Engineer. All public and private streets shall be accessible at all times. All detours, horizontal traffic movements, etc. are directly related to the sequence of work; therefore, the Contractor shall proceed with his construction operation in conformity with the details shown on the plans and as required by this special provision.

26. Traffic must be handled appropriately through the entire project during construction and it shall be the responsibility of the Contractor to provide for the safety and comfort of the traveling public at all times. The Contractor shall be required to give the traveling public at least **48 hours** advance notice of any lane and/or street closures.

27. The Contractor may propose/recommend modifications to the sequence of work for consideration by the Engineer. Any major recommended modification by the contractor shall include any changes to the various pay items, impact to traffic, and effect of overall project in time and cost, etc. The Contractor shall not proceed with any construction operations based on a revised phase/sequence until the Contractor obtains written approval from the Engineer.

28. Two lanes shall remain open to traffic, one in each direction, throughout all phases of construction, unless otherwise approved/directed by the Engineer. Left turn lanes shall remain open to traffic throughout all phases of construction, unless otherwise approved/directed by the Engineer. Transitions from pavement elevations through construction areas to access driveways or intersections shall be the Contractor's responsibility. Contractor shall maintain signs and markings on a continuous basis.

SPECIAL PROVISIONS
TIME FOR COMPLETION

1. The work shall commence within ten days from and after the date of a written work order from the City. The Contractor agrees that the work shall be prosecuted regularly, diligently and uninterruptedly at a uniform rate of progress so as to ensure completion within the number of days after the day on which the work order is issued. If the Contractor shall fail to complete all work within the time specified, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for Breach of Contract, the Sum of **Twenty-Five Hundred Dollars ($2,500.00)** for each and every calendar day for failure to complete all work within the time specified. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. It is expressly understood and agreed that the said time for completion of the work described herein is a reasonable time for the completion of same.

2. If the Contractor shall fail to complete reconstruction of a segment of roadway within **thirty (30)** days of beginning the reconstruction operation, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **Two Thousand Five Hundred Dollars ($2,500.00)** for each and every calendar day of failure to complete the work after the specified time. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. This time constraint applies only to roadways to be reconstructed and includes all subsidiary work items required to complete the reconstruction. Subsidiary items not required to complete the reconstruction are not subject to this time constraint.

3. If the Contractor shall fail to complete overlaying of any separately milled segment of roadway within **twenty (20)** days of beginning the milling operation, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **Two Thousand Five Hundred Dollars ($2,500.00)** for each and every calendar day of failure to complete the work after the specified time. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. The City will authorize when milling is to be done based on weather conditions. This time constraint applies only to segments to be milled and includes all subsidiary work items required to complete the overlay. Subsidiary items not required to complete the overlay are not subject to this time constraint.

4. The Contractor shall commence work within 24 hours of traffic control devices being established at the project location. If the Contractor shall fail to commence work within 24 hours of traffic control devices being established at the project

Location, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars ($1000.00)** per lane for each day of failure to commence work after the specified time set forth. The amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage the City would in such event sustain.

5. **Within 14 days** after Bid Opening and prior to Award of Bid the successful Contractor will be required to furnish the Engineer with a progress schedule, in a format approved by the Engineer, setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, 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 Proposal. Monthly progress meetings will be conducted to maintain coordination between all project entities.

6. The Contractor will be required to provide a full-time, onsite English speaking superintendent for this Project for direct contact with City and coordination of subcontractors. A working foreman is not acceptable as a project superintendent. The superintendent shall be required to be present at the work site whenever the Contractor or subcontractors are performing work. The superintendent shall be a representative of the Contractor with the authority to make decision. If the Contractor shall fail to provide a non-working superintendent on a day when work is being performed, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars ($1000.00)** for each and every calendar day of failure to provide a non-working superintendent at the work site. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain.

7. It is further agreed that time is of the essence of each and every portion of this Contract and the specifications wherein a definite and certain time is fixed for the performance of any act whatsoever; and where under the contract an allowance of additional time for completion of any work is made, the new time fixed by such extension shall be of the essence of this Contract.

8. Should the Contractor be delayed in the final completion of the work by any act or neglect of the City of Tulsa, or of any employees of either, or by strikes, injunctions, fire or other cause or causes outside of and beyond the control of the Contractor and which, in the opinion of the Engineer, could have been neither anticipated or avoided, then an extension of time sufficient to compensate for the delay as determined by the Engineer, shall be granted by the City, provided however, that the Contractor shall give the City and the Engineer notice in writing

of the cause of the delay in each case on the Extension of Time Request Form enclosed in these documents, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work included herein.

9. The Contractor shall submit the Extension of Time Request Form with each partial payment application. Failure to submit the Extension of Time Request with a partial payment application shall constitute a complete waiver of any claim for time extension for the period covered by the partial payment.

10. Extension of time may be granted for delays caused by unsuitable weather. Extension of time will not be granted for delays caused by ground condition, inadequate construction force or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed. Any extension of time by the City shall not release the Contractor and surety herein from the payment of liquidated damages for a period of time not included in the original contract or the time extension as herein provided.

11. Failure to complete project within specified time, as set forth in the Contract, may be grounds for disqualification for future consideration for contracts with the City of Tulsa.

12. Final Acceptance of the Project will be in strict accordance with ODOT Specification
105.17– Project Completion and Acceptance and ODOT Specification 104.10– Final Cleaning Up and defined as "The date on which the Request for Action (RFA) for final payment has been signed by the Mayor of the City of Tulsa."

13. Contract Evaluation forms will be compiled by City staff upon completion of this Project to provide a record of the Contractor's performance for use in subsequent projects.

SPECIAL PROVISIONS
FOR ADJUSTMENT OF ROADWAY UTILITIES

1. Contractor is to remove the rings and covers of manholes and water valves and the frames and grates of single grate drop inlets and double grate drop inlets. If these items are to be reused, the Contractor is to mark, store and protect these materials for later placement in the exact orientation existing at the beginning of the Project. After removal of these obstructions, the Contractor shall place over each hole 5/8" thick steel plate cut to the proper size as directed by the Engineer. After placement of steel plate, the hole shall be filled with compacted asphalt to the established street grade. It shall be the Contractor's responsibility to make the necessary measurements to ensure that all utilities can be easily located after overlay. After the overlay the Contractor shall raise the utilities to the new grade.

2. Manholes and inlet basins shall be raised or lowered as required by using a solid, continuous layer of bricks and mortar. The upper portion of manhole or basin shall be removed as required for correct raising or lowering adjustment. If existing basin or manhole walls are concrete, the Contractor may dowel apron into wall in lieu of removing the upper portion of wall. Dowels shall be #4, at 1' – 0" O.C. grade 60 steel.

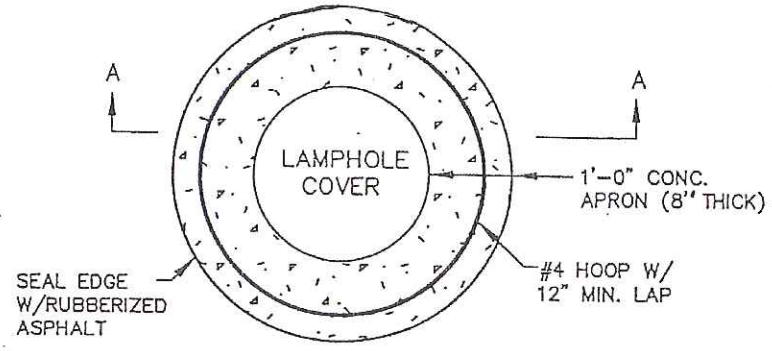
3. All existing I-beams on double or triple grate frames shall be re-established under grates.

4. Where basins or manholes are covered for construction or other purposes, curbs shall be marked with green paint.

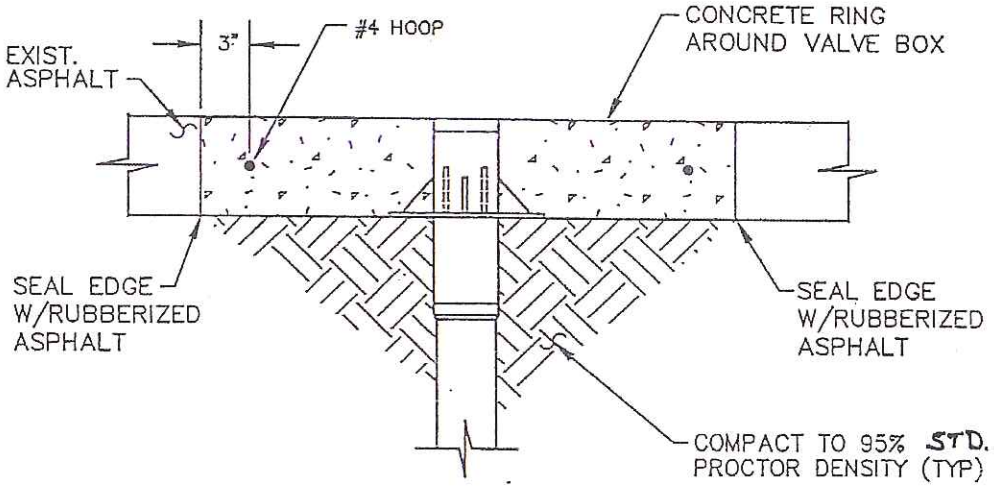
5. Silicone construction joint material per Public Works Standards shall be used where concrete aprons meet existing or new concrete pavement. Bituminous construction joint material per Public Works Standards shall be used where concrete aprons meet existing or new asphalt pavement.

6. The Contractor shall place a minimum ½" thick flexible gasket bitumastic sealant material in two concentric rings, along the inside and outside edge of the top of the manhole prior to reinstalling the frame. The gasket shall be E-Z STIK Butyl Rubber Sealant, PRO-STIK Performed Joint Sealant or equal. The material shall be able to withstand hydrogen sulfide and other corrosive gasses. After the frame has been set, a normal ½ coat of trowelable bitumastic joint sealant shall be applied to the entire outside circumference of the manhole. The sealant shall be applied from the top of the lower flange down a minimum of 6" below the frame connection. It shall then be wrapped with a 6 mil plastic to protect against damage from backfill. The trowelable material shall be Joint Mastic Sewer Joint Compound or equal. The cost of the material and labor associated with installing it shall be included in the price bid for manholes, adjust to grade.

02/08/16



PLAN VIEW



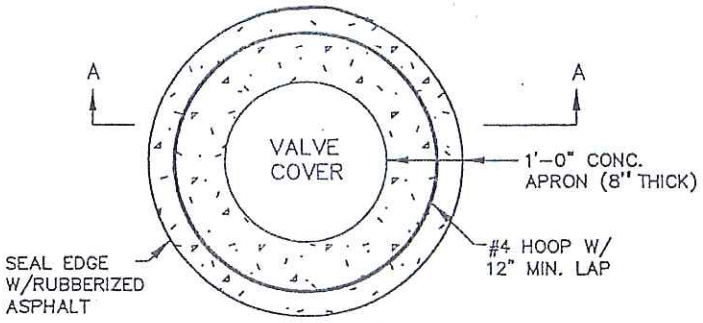
SECTION A

LAMPHOLES IN ASPHALT ADJUST TO GRADE

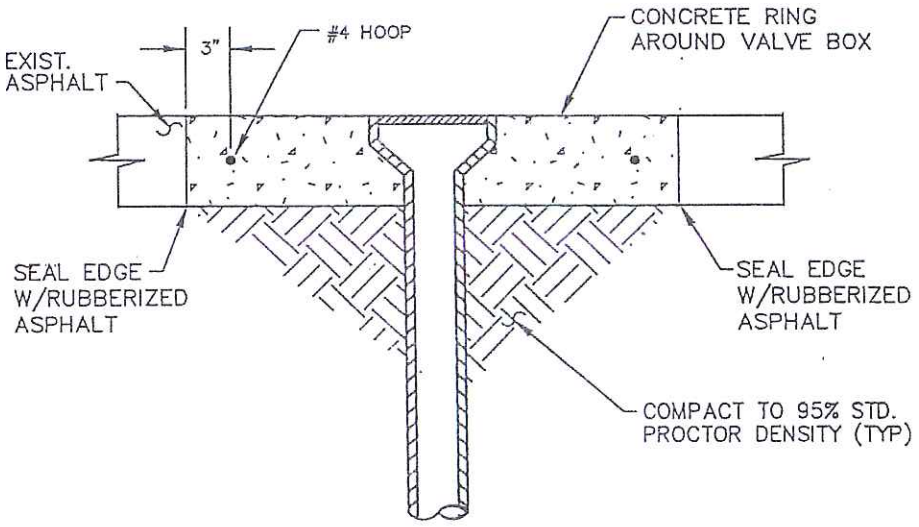
N.T.S.

ARU - 2

8/30/05



PLAN VIEW



SECTION A

WATER VALVES TO GRADE IN ASPHALT STREET

N.T.S.

3/30/05

ARU-3

02/08/16

SPECIAL PROVISIONS
FOR COLD MILLING BITUMINOUS PAVEMENT

1. Contractor will perform milling operation in accordance with ODOT Specifications as stated in Section 417.

2. Contractor will be required to perform the following as a minimum:

   A. Milling of Asphalt Pavement per Specifications and Special Provision.

   B. Provide all Traffic Control per Specifications and Special Provision.

   C. Clean-up Milling Operation as directed by Engineer. This will include removal of unbonded asphalt overlays and sweeping.

3. All streets designated for milling shall be milled as shown on typical sections. If street is full depth Asphalt the depth of cut shall be as specified for each segment. If street is concrete with an Asphalt Overlay then all existing asphalt shall be removed. Boring logs are included as Appendix A. No payment will be made for any additional passes necessary to remove asphalt to the required cross section. Care should be exercised not to mill into the underlying concrete pavement. The Contractor will be responsible for damage to concrete caused by excessive milling.

4. The Contractor shall provide a power operated milling machine capable of planing a minimum depth of three inches in a single pass. The equipment shall be self-propelled with sufficient power, traction and stability to maintain accurate depth of cut and slope. The equipment shall be capable of accurately and automatically establishing profile grades along each edge of the machine by referencing the existing pavement by means of a ski, or matching shoe or from an independent grade control, and shall have an automatic system for controlling cross slope at a given rate. The machine shall be equipped with an integral loading means to remove the material being cut from the pavement surface and to discharge the cuttings into a truck, all in a single operation.

5. Milled material to remain the property of the contractor.

6. The Contractor shall provide butt joints as directed by the Engineer. Wherever the planned overlay of an asphalt street meets existing pavement, or at the end of a paving run, butt joints shall be provided to a depth matching the planned overlay thickness. The transition shall extend a minimum of 10 feet longitudinally from the joint for residential streets and a sufficient length to provide a smooth riding surface for arterial streets. Butt joints will not be paid for directly, but the cost shall be included in the price bid for milling.

7. Entrance and Exit Areas to projects:

   After an entrance or exit area has been milled, the Contractor shall construct access ramps. These ramps shall be a minimum of 20' in length and shall be placed across full width of street. These ramps shall be maintained by Contractor and shall remain in place until lanes are closed for overlay. Ramps will be provided at driveways and non-arterial streets as needed to maintain a smooth transition for abutting properties during construction. Ramps will not be paid for directly, but the cost shall be included in the price bid for milling.

8. The existing pavement shall be uniformly milled to provide a uniform texture, true to line, grade and cross section; it shall have no deviations in excess of 3/16 inch in ten feet. Any portion of the planed surface not meeting this requirement shall be corrected in a manner approved by the Engineer.

SPECIAL PROVISIONS
FOR COLD WEATHER CONCRETE CURING

Placement of asphalt on stret cut repair sections of cold weather concrete or opening of street cut repair sections of cold weather concrete to traffic shall be allowed when the concrete achieves a compressive strength of 3,000 pounds per square inch (psi). Construction equipment loads shall not be applied to the concrete repair section until the 3,000 psi compressive strength is achieved.

SPECIAL PROVISIONS
FOR COLD WEATHER CONCRETE PLACEMENT

1. When early traffic placement on a repair is required, the following guidelines are provided as a minimum to assure required strength during cold weather. The Contractor is responsible for the protection and quality of concrete placed during all weather conditions. If circumstances occur which preclude following these guidelines, lower early strength may result in delays in opening areas to traffic as desired.

2. Ice, snow, and frost must be removed from the cut prior to placement of concrete. Concrete should not be placed on frozen subgrade. Removal of frozen subgrade will be paid as unclassified excavation.

3. Fresh concrete temperatures shall be a minimum of 50°F and a maximum of 90°F at time of placement. Hot mix water and preheated aggregate may be necessary to accomplish the minimum temperature during extremely cold weather. The minimum ambient temperature at time of placement should be at least 30°F.

4. Insulated blankets should be placed immediately when average daily temperatures are below 50°F or when minimum ambient temperatures are anticipated below 40°F during the curing period and left in place until opening to traffic. Insulated blankets shall be MA KA closed cell insulated blankets or approved equal. The insulated blankets shall have a minimum R-value of 2. Cost of insulated blankets shall be included in the price bid for the concrete where they are used.

5. Strict compliance with mix design slumps must be achieved to reach early strengths. "Drying out" of excessive slump mixes will not be allowed to reduce the slump.

6. All cold weather practices also apply to cementitious backfill material, except that blankets will not be required.

SPECIAL PROVISION
FABRIC REINFORCEMENT

PART 1-GENERAL

1.01 Description

This work shall consist of furnishing and placing an engineered, pre-coated paving mat within the pavement structure as shown on the plans or directed by the engineer. The paving mat shall provide a moisture barrier/stress relieving membrane and shall be placed beneath a specified asphalt concrete (AC) mix overlay of either, hot-mix asphalt (HMA), warm-mix asphalt (WMA) or rubber hot-mix asphalt (RHMA).

1.02 Quality Control

A. Pre-Construction Conference: Prior to the installation of the interlayer, the Contractor shall arrange a meeting at the site with the manufacturer representative and the paving mat installer. The engineer shall be notified at least 3 days in advance of the time of the meeting. Paving mat installer to provide manufacturer written confirmation that they have been trained on the proper installation of high tensile fiberglass paving mat specified with a minimum of 5 years' experience installing these paving mats.

B. A manufacturer representative shall be present, at minimum, for the first day of installation of the engineered paving mat and available thereafter upon request by the engineer.

1.03 Measurement and Payment:

A. Paving mat shall be measured by the square yard of paving mat placed.
B. Payment for the paving mat will be made at the contract unit price for square yard or as specified in the Special Provisions.

PART 2-PRODUCT

2.01 Material

The engineered, reinforcing, elastomer polymer pre-coated paving mat interlayer with continuous strand 140 Lbs. high strength fiberglass/polyester scrim Paving Mat, such as GlasPave 25 or equal meeting the following physical properties table (modification of the ASTM test methods prohibited) plus all the additional "In-asphalt" performance requirements. Fiberglass Polyester Paving Mat submitted as "or equals" shall demonstrate that the product – as installed - meets all requirements in the properties table and shall be submitted a minimum of two weeks prior to bid opening. The Engineer may vary the product requirements to a higher performance specification, such as GlasPave 50 (or equivalent), as directed by the plans.

PHYSICAL PROPERTIES OF FIBERGLASS POLYESTER REINFORCING PAVING MAT			
Property	**Test Method**	**Units**	**MARV***
Index Properties for Quality Control			
Asphalt Retention	ASTM D6140	(gal./yd2)	0.47 (0.10)
Mass per unit area	ASTM D5261	g (oz/yd2)	136 (4.0)
Tensile strength, MD	ASTM D5035	kN/m (lb/in)	25 min (140)
Tensile Strength, CD	ASTM D5035	kN/m (lb/in)	25 min (140)
CBR Puncture**	ASTM D6241	N	1779 (400)
Elongation at maximum load, MD	ASTM D5035	percent	<5
Elongation at maximum load, CD	ASTM D5035	percent	<5
Melting point	ASTM D276	°C (°F)	>232 (>450)
Fiberglass reinforcement strand	Max. spacing	Inch	<0.25
In Asphalt Performance Requirements			
Stress Improvement Factor	TTI Overlay Tester	Vs. Control	≥ 3.2 ♠
Permeability	FM 5-565	cm/sec	$< 6x10^{-08}$ ◉
Recyclability without screening	AASHTO T283-07	Moisture/Rutting Susceptibility	Pass ■
Recyclability without screening	AASHTO T322-07	Low Temp. Cracking	Pass ■

* MARV=Minimum Average Roll Value: Many international manufacturers report average physical property values, which only provides a 50% level of confidence that the material delivered to the project site meets their product data sheet requirements. Whereas Minimum Average Roll Values (MARV) provides a 97.7% level of confidence the material will meet the published data sheet

** Assess 360° tensile strength symmetry

♠ Using a PG64 hot mix AC with a 12.5mm nominal maximum aggregate size at 32 degrees

◉ Using a 2" thick hot mix AC with a permeability > 6×10^{-06} cm/sec

■ 30% by weight of RAP was used for both the control RAP and GlasPave RAP

2.02 Millabilty and Recyclability

The material supplier shall provide proof that the paving mat can be milled and the resulting RAP containing the milled paving mat can be recycled (without screening) back into a new mix. Proof of millability and recyclability for this RAP shall consist of written documentation from an independent asphalt recycling plant and/or testing lab., and samples made with 30% RAP containing the recycled paving mat shall pass the AASHTO testing as listed above. Composite interlayers with paving fabrics and interlayers that are not pre-coated with elastomeric polymer are not eligible for consideration

2.03 Storage and Handling

The paving mat shall be stored as per the manufacturer's recommendations in a dry covered condition free from dust, dirt and moisture. The paving mat shall be installed in accordance with the manufacturer's installation guidelines and this specification. Where a conflict exists between the specifications, the more stringent specification will apply. A copy of the manufacturer's specifications shall be provided to the engineer at the pre-construction meeting, for submittal consideration and approval prior to installation.

2.04 Asphalt Bonding Application

A. Asphalt binder for application of the mat shall be PG 64 (–10 to -34) or PG 70 (–10 to -34). Higher ambient installation temperatures will require PG 70(–10 to -34) asphalt binder to reduce the chances of movement and improve stability of the mat under construction traffic. Higher performing "trackless" tack asphalts may be substituted for use in these conditions, upon engineers' direction.
B. The application rate shall be 0.15 Gal/SY to 0.17 Gal/SY on a new pavement surface, 0.17 Gal/SY to 0.19 Gal/SY on an aged oxidized surface and 0.2 Gal/SY to 0.22 Gal/SY on a milled surface.

PART 3 - EXECUTION

3.01 Placement

A. The surface on which the paving mat is to be placed shall be free of dirt, water, vegetation or other debris.

B. When installing on an existing surface, paving mat shall be placed on a drainable surface, and any rutting or low spots in the pavement shall be removed by milling or by adding a leveling course, as directed by the engineer. Cracks shall be filled with suitable crack filler, as directed by the Field Engineer. Crack, pop-out and pothole fillers shall be allowed to cure.

C. When placing on a smooth milled surface, it is critical to have a pneumatic tire roller to facilitate full adhesion. Smooth milled surface is defined as a surface that has no excessive grooves or sharp vertical surfaces. It is suggested that the milling equipment have no missing "teeth" and that they are properly spaced. The equipment is operated at a speed slow enough to achieve the smooth mill as defined. If this cannot be achieved than a leveling course shall be required.

D. When placement of the paving mat is on a leveling course the surface shall be allowed to cool sufficiently and stabilize, prior to placement of the engineered paving mat, to prevent lift-up of paving mat.

E. Neither the asphalt binder nor the paving mat shall be placed when weather conditions, in the judgment of the engineer or manufacturer's representative, are not suitable. Air and pavement temperature shall be sufficient to allow the tack coat to hold the paving mat in place. The air temperature shall be 50°F (10°C) and rising for placement of the hot asphalt tack coat. When air temperatures exceed 85°F (29.4°C) it is suggested that a 70 (–10 to -34) hot asphalt tack or a trackless tack be used.

F. Application of the tack coat shall be by a calibrated distributor truck spray bar. Emulsified Asphalt shall not be allowed. Temperature of the tack coat shall be sufficiently high enough to permit uniform spray pattern and shall be above 325° F (163°C).

G. The target width of the tack coat application shall be the width of the paving mat, plus 4 inches and wide enough to cover the entire width of paving mat overlaps. The tack coat shall be applied only as far in advance of the paving mat installation as is appropriate to ensure a tacky surface at the time of the paving mat placement. Traffic shall not be allowed on the tack coat.

H. The paving mat shall be placed onto the tack coat with minimum folds or wrinkles and before the tack coat has cooled and lost tackiness. As directed by the engineer or manufacturer's representative, wrinkles or folds greater than 1 inch (25mm) shall be slit and laid flat or pulled out and replaced. In these repaired areas, additional tack coat shall be applied as needed to achieve a sound bond to the substrate. Damaged paving mat shall be removed and replaced, with same per the manufacturer's recommendations, at the contractor's expense.

I. During hot temperature applications or when excess tack coat bleeds through the paving mat under normal construction traffic causing excessive movement of mat or "pick-up", a trackless tack is preferred way to mitigate this. A pneumatic tire roller with a water/soap spray to cool or broadcasting clean sand or hot mix to create a bond break between the excess tack and the construction equipment tires have been used. If sand is applied, any excess sand shall be removed from the interlayer, using methods other than power brooming, prior to placing the specified AC mix overlay. No other material, such as asphalt release agents or diesel, shall be used for this purpose.

J. Transverse joint in the paving mat shall be overlapped in the direction of paving 3-5 inches (75 -127 mm) and longitudinal joints shall be overlapped 1-2 inches (25 -50 mm) or as recommended by the manufacturer. Paving mat shall be shingled in around the curve to achieve complete coverage in a curved area as diagramed here:

• On curves with tight radii, cut the GlasGrid product in short sections to reduce or eliminate ripples (Figure 3).

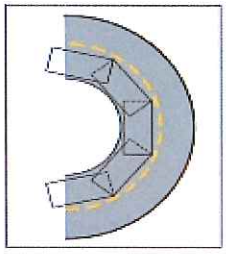


FIGURE 3: Cutting and overlapping GlasGrid around a curve

K. Brooming, squeegee or pneumatic tire rolling shall be used to remove any air bubbles and to maximize paving mat contact with the pavement surface and shall be done in accordance with the manufacturer's specifications and to the satisfaction of the engineer. When there is difficulty getting adhesion such as windy conditions, placement shall be closer behind the tack application as the wind can create a skim on the asphalt surface quickly. It is also recommended that a pneumatic tire roller (do not use a steel roller) be used to aid in full adhesion of the interlayer into the hot asphalt tack.

L. No traffic, except necessary construction traffic or emergency vehicles, shall be driven on the paving

mat, unless approved by the engineer. If traffic on the interlayer is approved by the engineer, clean sand shall be lightly broadcasted over the paving mat interlayer or any exposed uncovered tack coat. Any loose sand shall be removed prior to paving. Care shall be taken to insure no sudden stops, sharp turning of wheels to prevent damage to the paving mat.

M. After installing the paving mat, placement of the first lift of the specified AC mix overlay shall closely follow. All areas in which the paving mat has been placed shall be paved during the same day, unless approved otherwise by the engineer or manufacturer's representative.

N. In the event of rainfall on the paving mat prior to the placement of the first specified AC mix overlay lift, the paving mat shall be allowed to dry before the specified AC mix is placed.

O. The compacted thickness of the first lift of the specified AC mix overlay on the paving mat shall not be less than 1.5 inches (40mm)

End of Section
Vers. 02-01-19

02/08/16

SPECIAL PROVISIONS
FOR SPECIAL SPECIFICATION
OF HANDICAP RAMP

This work shall consist of the construction of concrete handicap ramps in reasonable close conformity with the location, lines and grades shown on the Standard Drawing for "Typical Curb Ramp" or established by the Engineer.

Materials and Methods of Construction shall meet ODOT specification 610.02 and 610.04 of the standard specifications.

The subgrade for ramps shall be compacted to a density of 90% standard density for depth of 6".

The minimum thickness of concrete on any portion of the ramp shall be 6" except in that portion of the ramp which extends over the pavement, which shall be 8".

The handicap ramp shall be flush where it meets the street. This will supersede the standard drawing.

The handicap ramps shall be installed according to City of Tulsa Standard Drawing No. 790—Standard Sidewalk Ramp.

Construction of handicap ramps will be measured by each ramp and shall be paid for at the contract unit price for:

HANDICAP RAMP EA.

Which shall be full compensation for performing the work specified and the furnishing of all materials, labor, tools, equipment and incidental necessary to complete the work as specified. Aggregate base, truncated domes and pipe railing, if necessary, shall be paid for separately.

02/08/16

SPECIAL PROVISIONS
TACTILE MARKERS TRUNCATED DOMES

DESCRIPTION. This work shall consist of installing Truncated Domes.

MATERIAL. The Truncated Domes shall be pre-case concrete pavers with a nominal thickness of 7/8 inch to 2 inches. They shall be constructed with a minimum of 4000 psi concrete. They shall be yellow in color and meet all ADA requirements for color contrast and dimensions.

CONSTRUCTION METHODS. The panels shall be installed according to the manufacturer's recommendations and in accordance with City of Tulsa Standard Drawing No. 790—Standard Sidewalk Ramp.

METHOD OF MEASUREMENT. The Truncated Domes will be measured by the square foot of panel area.

BASIS OF PAYMENT. Accepted panels, measured as provided above, will be paid for at the contract unit price as follows:

TRUNCATED DOMES	SQUARE FOOT

Such payment shall be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified.

SPECIAL PROVISIONS
FOR SPECIAL SPECIFICATION
OF HIGH EARLY STRENGTH CONCRETE

DESCRIPTION

This work shall consist of furnishing and placing, High Early Strength Concrete.

MATERIALS

High Early Strength Concrete shall conform to Section 701, Portland Cement Concrete, of the Oklahoma Department of Transportation (ODOT) Standard Specification for Highway Construction, Current Edition, with the following modifications:

Air Content	-	5-7 percent
Maximum Water - Cement Ratio	-	0.41
Slump	-	1-3 inches

Batching shall measure the weights of each material required within a tolerance of one percent for cement and two percent for aggregates (account for moisture content). The quantity of water used shall be within plus or minus one percent of that required by the design. Water may be measured either by volume or by weight. All materials shall be used in strict accordance with the manufacturer's recommendations.

Submittals shall be delivered to the City of Tulsa at a date set by the Engineer. Submittals shall include the items outlined in ODOT Specification 701.03.

CONSTRUCTION METHODS

The concrete shall be mixed between 70 to 100 revolutions of the ready-mix truck. Mixing shall be in a mechanical mixer capable of combining the aggregates, cement, and water into a thoroughly mixed and uniform mass within the manufacturer's specified mixing period. There shall be no water in the mixing drum prior to adding the aggregates.

TESTING

Following are the testing requirements for the High Early Strength Concrete mix:

Compressive Strength:[1]	2,500 pounds per square inch (psi) – 12 hours 3,000 psi – 24 hours
Slump:	1 inch minimum 3 inches maximum
Air Content:	5-7 percent

1 During cool weather (less than 50 degrees Fahrenheit), specimens shall be cured in a fully insulated closed box.

During moderate weather (between 50°F and 80°F), specimens shall be cured in both open and fully insulated closed boxes with compressive strength tests performed on specimens from each curing box.

During warm weather (greater than 80°F), specimens shall be cured in a closed box placed in a shaded area.

SPECIAL PROVISIONS
FOR HOT MIX ASPHALT

DESCRIPTION

This work shall consist of furnishing and placing Hot Mix Asphalt for Residential street within the City of Tulsa.

MATERIALS

Hot Mix Asphalt shall conform to Section 708, Plant Mix Bituminous Bases and Surfaces, of the Oklahoma Department of Transportation (ODOT) Standard Specification for Highway Construction, Current Edition, with the following modifications to Table 708:6

	S3	S4	S5
Asphalt Cement % of mix mass (greater than or equal to)	5.0	6.0	6.0

Submittals shall be delivered to the City of Tulsa at a date set by the Engineer. Submittals shall include the test results of the physical properties of the aggregate and asphalt cement as outlined in ODOT Specification 708.

02/08/16

SPECIAL PROVISION
MINIMUM ASPHALT RETAINED STRENGTH

This Special Provision revises, amends, and where in conflict, supersedes applicable sections of the 2009 Oklahoma Department of Transportation Standard Specifications for Highway Construction, (ODOT).

The "% Retained Strength, min." for asphalt as listed in ODOT Section 708 TABLE 6A "PROPERTIES OF LABORATORY MOLDED SPECIMENS" shall be 80%.

SPECIAL PROVISIONS
OWNER ALLOWANCE

The "Owner Allowance" may be used for various work and miscellaneous items not specifically identified in the Contract Documents with the following provisions:

A. The allowance shall be used for cost of design and construction, including all materials, labor, equipment, profit and overhead, of work items not specifically identified in the Construction Documents, or included in original pay items bid for the contract.
B. The allowance shall be utilized only at the discretion of the City of Tulsa. Any balance remaining at the completion of the Project will be retained by the City of Tulsa.
C. The Contractor shall provide, to the City of Tulsa, a written request for the use of any allowance, including a schedule of values and associated backup information, including validity of need, materials, labor, equipment, and time required to perform the associated work.

Contractor shall proceed with the allowance work only after receiving written permission from the City of Tulsa. Proceeding with associated allowance work without written permission from the City of Tulsa will be at the Contractor's sole expense.

SPECIAL PROVISIONS
FOR PATCHING OF CONCRETE AND ASPHALT STREETS

The City of Tulsa Standards for street cut and repair shall be followed for materials and procedures except as modified here.

Patching
Instructions: Portland Cement concrete patches will be protected from all traffic for a period of 24 hours before removal of protective devices. Sawing of the patches is required. The area to be removed shall be marked by the Contractor under the direction of the Resident Inspector. The Contractor will provide personnel and equipment for making of patches as directed by Resident Inspector. When completed, the patch shall be level and provide a smooth riding surface. All asphalt patch work will require that asphalt rollers and an asphalt laydown machine be available for use on the job as directed by the engineer. The minimum size of any patch shall be 3' x 3'.

Testing of
Materials: The frequency of testing shall be as follows:

Subgrade Compaction: A minimum of one (1) density test of the subgrade shall be done per patch.

Concrete: Three cylinders shall be taken from every 50 cubic yards of concrete and tested for compressive strength.

Asphalt: Compaction and extraction tests shall be taken a minimum of every 50 tons of asphalt.

Weather
Limitations: The minimum temperature of the foundation course on which asphalt concrete may be laid shall be as shown in the following table:

Compacted Lift Thickness (inches)	Surface Temperature (minimum)
3 or more	40° F
1 ½ to 3	45° F
less than 1 ½	50° F

Asphalt
Materials: All asphaltic concrete used for this Project shall meet the specifications of ODOT Section 708. Under the paragraph, "Course Aggregates", the following sentence shall be added: When tested for soundness, the number of cycles shall be five (5), the solution shall be Na2 SO, the maximum loss shall be 10%.

Type I Patch Subgrade Replacement: Shall consist of the removal of subgrade material as measured from the bottom of the existing pavement. The removed subgrade material shall be replaced with separator fabric meeting the requirement of ODOT Section 325 and aggregate material meeting the requirement of ODOT Section 703.01 Type "A". The existing subgrade shall be compacted to 95% standard proctor density per AASHTO T-99 and the aggregate material shall be compacted to 98% modified proctor density per AASHTO T-180-86 Method as measured by the Nuclear Density Method. Compaction shall be done with a roller or vibratory hand tamper. Certain situations may require substitution of Quick-set Fill Concrete for aggregate material. Fill concrete specifications are shown on the Standards for Pavement Cut and Repair. Separator fabric shall be used at all full depth pavement patches where aggregate base is required, as directed by the Engineer. The fabric shall be cut or overlapped to fit the size of the patch. These items will be paid separately from the bid item for patching.

Type A Aggregate Base: This material shall have the following gradation, which is ODOT Section 703-01 Type "A".

Sieve (mm)	% Passing
1 ½ in. (37.5)	100
¾ in. (19.0)	40 – 100
3/8 in. (9.5)	30 – 75
No. 4 (4.75)	25 – 60
No. 10 (2.00)	20 – 43
No. 40 (0.425)	8 – 26
No. 200 (0.075)	4 – 12

Type I Patch in PCC Pavement: When the patch is made in PCC, the pavement shall be cut with a concrete saw full depth before removal of existing pavement. The area to be patched shall be delineated in a straight-line geometric pattern. Placement of the subgrade stabilization material shall be in accordance with the paragraph; "Type I Patch Subgrade Replacement". After placement of the subgrade stabilization, the pavement shall be replaced with Class A High Early Strength concrete containing 4 to 6 percent air entrainment. The concrete shall have a maximum 3" slump. The concrete shall be placed in accordance with the detail in the drawings titled "Type I PCC Patch". The new concrete shall have a flat finish and match the grade of the adjacent pavement.

Existing joint patterns shall be reestablished and sealed as specified. The concrete shall be sprayed with curing compound and protected from traffic a minimum of 24 hours. Cold Joints around the perimeter of the patch shall be sawed and sealed with silicone in accordance with ODOT specification 701.08(E). All sawing, pavement removal, and sealing costs shall be included in the bid item for patching, H.E.S. concrete.

Type I Patch in Asphalt Pavement: When the patch is made in asphalt, the pavement shall be cut with a concrete saw full depth before removal of existing pavement. The area to be patched shall be delineated in a straight-line geometric pattern. Placement of the subgrade stabilization material shall be in accordance with the paragraph; "Type I Patch Subgrade Replacement". After placement of the subgrade stabilization material, the pavement shall be replaced in accordance with the detail in the drawings titled "Type I AC Patch", a minimum of 8" or existing paving thickness, whichever is greater. All asphalt materials shall meet the specifications of ODOT 708 Plant Mix Bituminous Bases and Surface. The asphalt shall be placed and compacted in maximum 3" lifts. The edges of the patch shall be tacked prior to the placement of asphalt. The asphalt shall be compacted to 92% minimum density as determined by AASHTO T-209 Method. The patch shall be stringlined as required and all areas not matching the adjacent grade shall be immediately corrected. Cold joints around the perimeter of the patch shall be sawed and sealed with rubberized asphalt. All sawing, pavement removal, replacement, and sealing costs shall be included in the bid item for patching, AC.

Type I Patch in APC Pavements: Patching of PCC pavements with an asphalt overlay shall be performed as follows: Placement of the asphalt portion of the patch shall be in accordance with the paragraph "Type I Patch in Asphalt Pavements". Placement of the PCC portion of the patch shall be in accordance with the paragraph "Type I Patch in PCC Pavements". Placement of the subgrade stabilization material shall be in accordance with the paragraph "Type I Patch Subgrade Replacement". After placement of the subgrade stabilization material, the pavement shall be replaced in accordance with the detail in the drawings titled "Type I APC Patch". Payment will be made separately for each of the three materials: Type "B" AC, H.E.S. PCC and Aggregate Base. Initial sawing,

pavement removal and sealing costs shall be included in the bid items for patching as listed above. Additional sawing required to go from a Type "III" to a Type "I" patch shall be included in the bid items for H.E.S. PCC.

Type II Patch
In APC

Pavement: The asphalt overlay shall be removed prior to sawing through the PCC Pavement to determine if only the asphalt needs to be patched. Sawing of The asphalt is required, but should not penetrate the PCC pavement. If the PCC pavement needs to be replaced, a Type "I" APC patch shall be made. Payment will me made for Type "B" or Type "C" AC only. If only the asphalt is removed, initial sawing, pavement removal, and sealing costs shall be included in the bid items for asphalt concrete.

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SPECIAL PROVISIONS FOR PAVING OPERATIONS

1. If the width of a street is such that it exceeds the paver's ability to pave one-half the street width another paver will be required and shall be operated so as to lay asphalt on at least one-half of the street width at a time.

2. The longitudinal joint shall run parallel to the approximate center of the street. Transverse joints shall be kept to a minimum. If it becomes necessary to stop the paving operation short of the end of the job then the two transverse joints shall be no farther apart than 6'.

3. If for any reason the Contractor is unable to pave one-half the width of the street with one paver, paving operations shall cease.

4. A paving plan, indicting sequence of paving passes, pass widths, pass thickness, and requested temporary street closures, will be submitted prior to paving.

5. Once paving begins the Contractor should have sufficient trucks available to deliver asphalt materials in a continuous operation.

6. Adequate transitions to side streets and driveways must be provided. In general, paving shall extend to the returns of all side streets. Special consideration should be given to preventing ponding in side street intersections.

7. The contractor shall provide butt joints as directed by the Engineer. Wherever the planned overlay of an existing street meets existing pavement, or at the end of a paving run, butt joints shall be provided to a depth matching the planned overlay thickness. The transition shall extend a minimum of 10 feet longitudinally from the joint to provide a smooth riding surface. Butt joints will not be paid for directly but the cost shall be included in the cost of the paving operations where they are used.

8. Contractor shall not drive empty or loaded trucks or equipment across newly paved areas for the construction period.

9. A leveling or "wedge" course may be required to establish the required to cross-slope for the finished overlay. This item of work will be paid for separately under the bid item designated as Asphalt Concrete Type "S5" in tons.

02/08/16

SPECIAL PROVISIONS
FOR
PRICE ADJUSTMENT FOR ASPHALT BINDER

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Oklahoma Department of Transportation Standard Specifications for Highway Construction. Units of measurements are provided in the subsections in both English and metric equivalents. The units for this project shall be those specified in the project plans.

(add the following:)

109.12 PRICE ADJUSTMENT FOR ASPHALT BINDER.

A price adjustment clause is included in this contract to provide additional compensation to the Contractor or a credit to the City of Tulsa for fluctuations in asphalt binder process. This price adjustment is dependent upon a change in the average price of asphalt binder which results in an increase or decrease in the price of products utilized on this project.

a) Payment will be made to the contractor for monthly fluctuation in the cost of asphalt binder used in performing the applicable items of Asphalt Concrete work as listed in the table below when the asphalt binder cost fluctuates by more then 3% from the base price defined below. Payments may be positive, negative, or nonexistent depending on the circumstances. Payments or deductions will only be calculated on that portion of the asphalt binder cost fluctuation that exceeds the 3% specified above. Payments or deductions for the asphalt binder cost adjustment will be included in the contractor's progressive estimates; and the payments or deduction authorized for each estimate will be based upon the algebraic difference between the quantities for applicable items of work.

b) The Asphalt Binder Cost Adjustment (ACA) for the current estimate will be computed according to the following formula:

$$ACA = Q \times F \times D$$

Where

ACA	=	Asphalt binder cost adjustment, in dollars;
Q	=	The algebraic difference between the quantities for the applicable items on the current estimate and the quantities shown on the previous estimate, in tons of mix;
F	=	The Asphalt Binder Use Factor for the applicable items of work subject to this price adjustment, as listed in the following table, are:

ITEM OF WORK	SPECIFICATION NUMBER	ASPHALT BINDER USE FACTOR PER UNIT (metric and U.S. Customary units)
Aspalt Concrete, Type S5	411	0.060 ton of binder per ton of mix
Aspalt Concrete, Type S4	411	0.060 ton of binder per ton of mix
Aspalt Concrete, Type S3	411	0.050 ton of binder per ton of mix

Note: When the units of measure in the contract for the Items of Work listed in the table do not correspond with the units shown in the table (i.e. Asphalt Concrete paid by the square yard, etc.), those Items will not be subject to the terms of this special provision or any asphalt binder price adjustment.

D = Allowable price differential, in dollars;

The allowable price differential, "D" for the current estimate will be computed according to the following formulas:

When the current price, P, is greater than the base price, $P_{(b)}$.

D = $P - [1.03 \times P_{(b)}]$, but not less than zero.

When the current price, P, is less than the base price, $P_{(b)}$.

D = $P - [0.97 \times P_{(b)}]$, but not greater than zero.

In either case, $P_{(b)}$ shall be the base asphalt binder price, in dollars per ton (mton), defined as the average of the minimum and maximum prices for performance-graded binder using the Selling Price of PG64-22 paving grade, F.O.B. manufacturer's terminal, as listed under "Midwest/Mid-Continent Market – Tulsa, Oklahoma/Southern Kansas area" as published in the last issue of Asphalt Weekly Monitor® furnished be Poten & Partners, Inc. for the month prior to the month in which the bids for the work were received.

In either case, P, shall be the current asphalt binder price, in dollars per ton (mton), as defined above for the base asphalt binder price. The publication used will be the last issue published in the month prior to the month in which the progressive estimate is generated.

c) Items included in the contract that are listed in the table above are subject to the adjustment in accordance with this provision, regardless of any amount of overrun to the plan quantity. Any new items of work added to the contract by supplemental agreement that are listed in the table above, will be subject to the asphalt binder price adjustments in accordance with this provision. The base asphalt binder price, $P_{(b)}$, for any newly added eligible items will be the same $P_{(b)}$ as the eligible items in the contract and the new unit price established by supplemental agreement shall be determined accordingly.

SPECIAL PROVISIONS
REMOVAL OF CASTINGS

All water, sanitary sewer, and storm sewer manhole castings, lids, frames, curb hoods, grates, hydrants, valves, and other fittings removed as part of any construction project are property of the City of Tulsa. Contractor will not take ownership.

All storm sewer and sanitary sewer castings shall be salvaged and delivered by the contractor to the Underground Collections North Sewer Base Stockyard at 9319 East 42nd Street North. Contractor will coordinate the return of such items with the Stockyard personnel at 918-669-6130.

All hydrants, valves, and other fittings from abandoned water mains shall be salvaged and delivered by the contractor to the South Yard at 2317 South Jackson Avenue. Contractor will coordinate the return of such items with the South Yard personnel at 918-596-9401.

SPECIAL PROVISIONS
URBAN RIGHT OF WAY RESTORATION

DESCRIPTION:
The work under this item shall consist of restoring Rights-of-Way. Contractor shall be responsible for the removal and replacement of mailboxes, drains, traffic signs, and curb street address number, sprinkler system or any other improvement within the right of way that is not paid for in other items of work.

CONSTRUCTION REQUIREMENTS:
All existing improvements as called for in this special provision to be replaced or reconstructed shall be restored to substantially the same condition as existed prior to the construction. Contractor shall document by photographing all obstructions and improvements prior to the start of construction.

As the work progresses, all streets shall be thoroughly cleaned of all rubbish, excess earth, rock, and other debris resulting from such work. All clean-up operations at the location of such work shall be accomplished at the expense of the contractor and shall be completed to the satisfaction of the engineer.

IRRIGATION SYSTEMS

DESCRIPTION:
The work shall consist of repairing any irrigation systems inside or outside the street Right of Ways as a result of damages or adjustments needed during the course of the construction to the satisfaction of the engineer.

CONSTRUCTION REQUIREMENT:
Contractor shall repair irrigation systems using like materials and shall include all materials necessary for the proper installation and function of the system. Materials such as valves, controllers, pop up spray and rotary heads, risers, seals, backflow preventer and main line pipe damaged during the course of the construction shall be re installed to its original condition. Excavation, placement, testing, back filling and compacting shall be done as required by the city of Tulsa standard specifications.

STREET ADDRESS AT CURB

DESCRIPTION:
The street address of the building, structure or lot served by the reconstructed driveway shall be painted on the curb of the driveway. Location to be approved by the Engineer. The street address shall face traffic flow.

CONSTRUCTION REQUIREMENTS:
The Street Address to be painted shall conform to city specifications as to size and form, and the quality of paint to be used, as determined by the City of Tulsa Public Works Department.

Street Address placed on the curb shall be done using a vinyl numbers stencils; letters shall be in black paint in figures of the size of three inches in height, and impressed upon a white background of the size of five by eleven inches. Standard stencil lettering with height, color and style shall be as approved by the engineer or in accordance with the most current City of Tulsa Standards.

MAILBOX REMOVAL AND RELOCATION

DESCRIPTION:
Contractor shall remove, reset and/or reconstruct any and all mailboxes within the street right of way.

CONSTRUCTION REQUIREMENTS:
The removal, resetting and/or reconstruction of mail boxes in street right of way shall be coordinated with the local postmaster as required. Mailboxes shall be located no closer than l' behind the face of curb to face of box.

Where Special mailboxes such as Stone, masonry brick, or non standard mail boxes exist, contractor shall replace all mailboxes in like kind. The kind and quality of materials in which mailboxes shall be reconstructed shall be to the satisfaction of the property owner and approved by the engineer.

The replaced mailbox shall be capable of withstanding wind loading and lateral load associated with the delivery of the mail.

DRAINS

DESCRIPTION:
Contractor shall reestablish drains, roof drains, and other drainage through the curb.

CONSTRUCTION REQUIREMENTS:
Removal, replacement, salvage of drains in street right of way shall be done during road construction phase.

Contractor shall replace all drains in like kind. The kind and quality of materials in which drains shall be reconstructed shall be to the satisfaction of the property owner and approved by the engineer.

All re-established drains shall include a storm water curb opening as described in City of Tulsa Standard Drawing 758.

TRAFFIC SIGNS

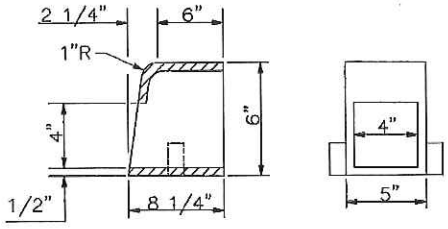
DESCRIPTION:
Unless otherwise directed by plans and specifications, this item shall consist of removing, storing, and resetting all existing traffic signs. Contractor shall remove, store, and reset all traffic signage as required for construction of this project.

CONSTRUCTION REQUIREMENTS:
Roadside signs shall be placed at locations shown on the plans or at existing locations and shall be installed in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

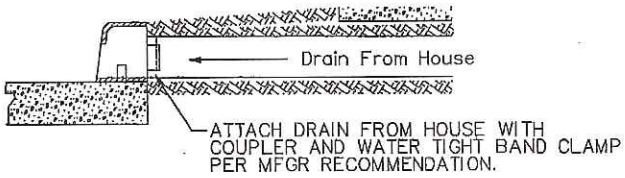
METHOD OF MEASUREMENT:
Irrigation Systems, Street Address at the Curb, Mailbox Removal and Relocation, Drains, and Traffic Signs will be measured by EACH for the project.

PAYMENT:
Special (C) Urban Right-Of Way Restoration (measured as provided above) will be paid for at the contract unit price by EACH. Such payment shall be full compensation for all equipment, tools, labor, and incidentals necessary to complete the work as specified.

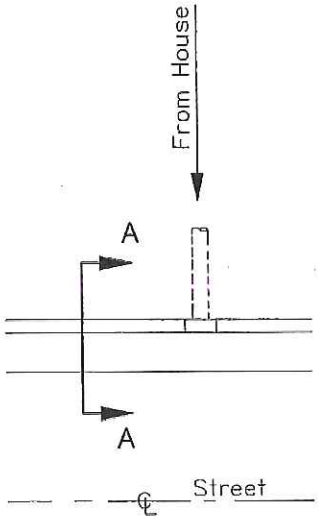
Special (C) Urban Right-Of-Way Restoration .....EACH



STORM WATER CURB OPENING



SECTION A-A



RESIDENTIAL CURB INLET

1. CONTRACTOR SHALL RECONNECT ANY SIDE DRAINS FROM ADJACENT PROPERTY THROUGH THE CURB.
2. INSTALL R-3262-3 SERIES HEAVY DUTY STORM WATER CURB OPENING BY NEENAH OR APPROVED EQUAL.
3. FIELD VERIFY SIZE AND LOCATION PRIOR TO PAVING OPERATIONS.
4. CONTRACTOR SHALL CAST INLETS IN PLACE DURING CURB PRODUCTION "CUT IN" NOT ACCEPTED.

RESIDENTIAL STORM WATER CURB OPENING	
CITY OF TULSA, OKLAHOMA PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES DIVISION	
DRAWN BY: J.A.B. CHECKED BY: DATE: OCT. 2011	APPROVED
NOT TO SCALE	STANDARD NO. 758

02/08/16

SPECIAL PROVISION
FOR UTILITY RELOCATIONS
AND DESIGN ISSUES

It is the intent of this specification to provide no more than seventy-five **(75)** calendar days due to delays caused by required utility relocations and required design clarifications. Should the Contractor be delayed in the final completion of work by any utility relocation or design issue, additional days as determined by the Engineer shall be granted by the City. However, the Contractor shall give the Engineer notice in writing of the cause of the delay in each case on the Extension of Time Request Form enclosed in these documents, and agrees that any claim shall be fully compensated for by the provisions of this specification to complete performance of the work. An adjustment will not be made to the contract time bid for incentive purposes.

Any time granted for utility relocations or design issues up to **(75)** calendar days will be in addition to the number of days shown in the proposal for computation of disincentive and liquidated damages.

PAY ITEM NOTES

1. ALL COSTS FOR REMOVING TREES, SHRUBS, STUMPS, POSTS, AND ALL OTHER DEBRIS AND/OR OBSTRUCTIONS NOT COVERED BY A SEPARATE PAY ITEM ARE INCLUDED IN THE PRICE BID.

2. THIS QUANTITY INCLUDES AN ADDITIONAL 10% ABOVE PLAN QUANTITY FOR UNDERCUTTING OF UNSUITABLE SUBGRADE MATERIAL OR ADDITIONAL PATCHING AS DIRECTED BY THE CITY OF TULSA.

3. TYPE "A" AGGREGATE BASE WAS ESTIMATED TO BE USED AS THE BASE MATERIAL FOR 90% OF THE PATCHING. QUICK SET FLOWABLE FILL WAS ESTIMATED TO BE USED AS THE BASE MATERIAL FOR 10% OF THE PATCHING. ACTUAL QUANTITIES TO BE DETERMINED BY THE CITY OF TULSA.

4. INCLUDES COMPACTION OF AGGREGATE TO 98% AASHTO T180 MODIFIED PROCTOR.

5. SEPARATOR FABRIC SHALL BE USED AT ALL PAVEMENT PATCHES AND RECONSTRUCTION SECTIONS. THE SEPARATOR FABRIC SHALL BE CUT AND OVERLAPPED A MINIMUM OF 2 FT AT ALL EDGES OF THE REPAIR.

6. THIS ITEM INCLUDES ALL COSTS ASSOCIATED WITH COLD MILLING AT A 2" DEPTH AND TO PROVIDE BUTT JOINTS AS REQUIRED. NO ADDITIONAL PAYMENT SHALL BE MADE FOR COLD MILLING BEYOND THE AVERAGE DEPTH SHOWN ON THE TYPICAL SECTIONS OR AS PREVIOUSLY STATED. WHEN CONCRETE WORK (DRIVEWAYS, CURB OR CURG & GUTTER AND SIDEWALK) IS REQUIRED ON A PARTICULAR STREET, IT SHALL BE COMPLETED PRIOR TO MILLING OPERATIONS.

7. CONSTRUCTION STAKING SHALL INCLUDE SURVEYING AND THE FURNISHING, PLACING, AND MAINTAINING OF THE CONSTRUCTION LAYOUT STAKES NECESSARY FOR THE PROPER COMPLETION AND INSPECTION OF THE ENTIRE PROJECT.

8. FABRIC REINFORCEMENT SHALL BE TENSAR GP25 OR EQUIVLENT. IF ANOTHER PRODUCT IS USED IN LIEU OF TENSAR GP25, IT MUST BE APPROVED BY THE CONSTRUCTION INSPECTOR MANAGER PRIOR TO THE START OF CONSTRUCTION. FABRIC REINFORCEMENT SHALL BE USED ON OVERLAY AREAS. THE COST OF BITUMINOUS BINDER FOR FABRIC REINFORCEMENT SHALL BE INCLUDED IN THE UNIT COST OF THIS PAY ITEM. THE BITUMINOUS BINDER SHALL MEET ODOT STANDARD SPECIFICATIONS AND THE RECOMMENDATIONS OF THE FABRIC REINFORCEMENT MANUFACTURER.

9. THIS PAY ITEM INCLUDES THE FOLLOWING:

A. SAW CUTTING
B. REMOVAL OF THE EXISTING CONCRETE AND/OR ASPHALTIC CONCRETE ROADWAY (CY)
C. TYPE S3 ASPHALTIC CONCRETE OR PC CONCRETE COMPLETE AND IN PLACE PER DETAIL
D. SEALING OF EDGES AND TACK COAT

DOES NOT INCLUDE THE FOLLOWING:

A. UNCLASSIFIED EXCAVATION
B. SUBGRADE METHOD B (SY)
C. SEPARATOR FABRIC (SY)
D. AGGREGATE BASE (TYPE A)
E. ASPHALT CONCRETE LEVELING OR SURFACE COURSE

10. WASTE MATERIAL TO BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN A MANNER APPROVED BY THE CITY OF TULSA.

11. CONTRACTOR SHALL REPAIR ANY IRRIGATION SYSTEMS DAMAGED OR REQUIRING RELOCATION DURING THE CONSTRUCTION OF THIS PROJECT TO THE SATISFACTION OF THE PROPERTY OWNER AND CITY ARBORIST. COST SHALL BE INCLUDED IN THE PRICE BID.

12. HAY OR STRAW BALES SHALL BE PLACED AROUND DRAINAGE INLETS AS REQUIRED TO PREVENT ENTRANCE OF EROSION MATERIAL. BALES SHALL BE PLACED AS NECESSARY TO PREVENT EROSION WASH TO ADJACENT PROPERTY. BALES SHALL BE REMOVED AT THE END OF THE PROJECT AS DIRECTED BY THE CITY OF TULSA, COST TO BE INCLUDED IN THE PRICE BID.

13. THE PAY ITEM FOR SOLID SLAB SODDING INCLUDES QUANTITIES FOR PLACEMENT AND COMPACTION OF SUITABLE BACKFILL AND SOD AT EXISTING GRASS AREAS WHICH MAY BE DAMAGED DURING CONSTRUCTION OF CURBS, SIDEWALKS, DRIVEWAYS, AND OTHER MISCELLANEOUS ITEMS. THE QUANTITIES ARE BASED ON UTILIZING A 3 FOOT WIDE STRIP IN THESE AREAS. THE SOD SHALL BE OF LIKE KIND TO THE EXISTING SOD. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF DAMAGE TO EXISTING GRASS THAT EXCEEDS THESE LIMITS.

14. PAY ITEM INCLUDES ALL MOWING WITHIN THE RIGHT-OF-WAY AS DIRECTED DURING CONSTRUCTION.

15. COST OF WATERING AND FERTILIZING SHALL BE INCLUDED. FERTILIZERS SHALL BE 10-20-10 AND SHALL BE APPLIED AT THE RATE OF 1.5 LBS PER 10 SQ YDS. FERTILIZER SHALL BE APPLIED PER SECTION 230.04H OF ODOT STANDARD SPECIFICATIONS. WATERING SHALL BE APPLIED AS NECESSARY UNTIL VEGETATION IS ESTABLISHED OR UNTIL THE WORK IS ACCEPTED AS COMPLETE.

16. THE COST OF PRIME COAT, TACK COAT, EDGE JOINT SEAL MATERIAL AND SCREENINGS FOR BLOTTING, AND ALL LABOR ASSOCIATED WITH THESE ITEMS, SHALL BE INCLUDED IN ASPHALT CONCRETE.

17. ESTIMATED AT 112 LBS PER SQ YD PER 1 INCH THICK.

18. ODOT PAY FACTOR FOR AVERAGE LOT DENSITY SHALL NOT BE USED FOR THIS PROJECT. FAILURE TO REACH AVERAGE LOT DENSITY OF 92%-97% WILL RESULT IN REJECTION OF WORK.

19. LOCATIONS TO BE DETERMINED IN THE FIELD AND WORK TO BE PREFORMED AT THE DIRECTION OF THE CITY INSPECTOR. QUANTITY IS ESTIMATED AND MAY BE OMITTED IN ITS ENTIRETY. ASPHALT QUANTITIES ARE ESTIMATED ON A 2" REPLACEMENT, ANY ADDITIONAL THICKNESS OF ASPHALT OVER 2" WILL NOT BE PAID FOR WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF TULSA.

20. THE USE OF FLY-ASH IN CONCRETE IS PROHIBITED.

21. ALL SAW CUTTING AND REMOVAL SHALL BE INCLUDED IN THE COST OF THE ITEM TO BE ADJUSTED, REMOVED, REPAIRED, OR REPLACED.

22. THIS ITEM SHALL BE MEASURED AS THE ACTUAL AMOUNT OF CURB AND/OR GUTTER INSTALLED. NO PAYMENT WILL BE MADE FOR CURB AND/OR GUTTER THROUGH DRIVEWAYS AND INLETS.

23. INCLUDES ALL COST OF SAWED JOINTS AND SEALING CONTROL JOINTS AND EXPANSION JOINTS.

24. CURB, GUTTER, AND/OR SIDEWALK ASSOCIATED WITH THE DRIVEWAY AND THROUGH THE DRIVEWAY IS INCLUDED IN THE COST OF THE DRIVEWAY.

25. ONE SIDEWALK PANEL ON EACH SIDE OF DRIVEWAYS SHALL BE A MINIMUM OF 6" THICK OR MATCH EXISTING DRIVEWAY THICKNESS, WHICHEVER IS GREATER. NO ADDITIONAL PAYMENT SHALL BE MADE FOR THE COST OF THE THICKENED SIDEWALK THROUGH THIS AREA.

26. THIS ITEM SHALL INCLUDE THE COST OF NEW MANHOLE FRAME AND COVER PER CITY OF TULSA STD NO. 753 FOR 4 FOOT I.D. MANHOLE AND STD NO. 754 FOR DGDI W/ ACCESS MANHOLE.

27. CONTRACTOR SHALL SALVAGE ALL CAST IRON INLET GRATES, INLET FRAMES, MANHOLE COVERS, MANHOLE FRAMES, AND OTHER CASTINGS. SALVAGED CASTINGS SHALL BE DELIVERED TO THE METAL RECYCLE BINS IN THE STOCKROOM AREA AT THE UNDERGROUND COLLECTIONS BASE LOCATED AT 9319 E 42ND ST N BETWEEN THE HOURS OF 7:30 AM AND 3:00 PM MONDAY THROUGH FRIDAY. ALL COST TO SALVAGE AND DELIVER CASTINGS SHALL BE INCLUDED IN THE PRICE FOR THIS ITEM. NO ADDITIONAL PAYMENT WILL BE MADE. CONTRACTOR MUST OBTAIN A RECEIPT/TRIP TICKET WITH QUANTITY DELIVERED.

28. THE TOTAL COST FOR RUBBERIZED ASPHALT AND/OR SILICONE AT MANHOLES, VALVE BOXES, INLETS, AND INLET APRONS, SHALL BE INCLUDED.

29. HOUSE NUMBERS SHALL BE REPLACED WHEN NECESSARY DUE TO CURB REPAIR AND DRIVEWAY RECONSTRUCTION. COST TO BE INCLUDED IN URBAN RIGHT OF WAY RESTORATION.

30. REINFORCED CONCRETE PIPE TO BE CLASS III. ALL REINFORCED CONCRETE PIPE AND MANHOLES TO BE SUPPLIED WITH AN OMNI-FLEX JOINT GASKET OR APPROVED EQUAL. MASTIC JOINT SEALANT SHALL NOT BE ALLOWED.

31. INCLUDES THE COST REQUIRED TO MAKE CONNECTION AND REMOVAL OF EXISTING INLETS. THE COST OF PC CONCRETE CURB AND GUTTER THROUGH THE INLET, 5' EACH SIDE OF THE INLET, AND THE PC CONCRETE INLET APRON SHALL BE INCLUDED. GRATE AND FLOWLINE ELEVATIONS SHALL MATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED IN THE PLANS.

32. QUICK SET FLOWABLE FILL TO BE USED TO BACKFILL AROUND ALL STREET CURB INLETS AND PIPE.

33. ALL INLETS TO BE CAST IN PLACE CONCRETE OR PRECAST CONCRETE. NO BRICK INLETS SHALL BE ALLOWED. INLETS TO BE COMPLETE IN PLACE. ALL PIPE REPLACEMENT DUE TO REMOVAL OF INLET SHALL BE APPROVED BY CITY OF TULSA. PIPE TO BE SIZE OF EXISTING PIPE OR LARGER AS SPECIFIED.

34. NO MASONRY STRUCTURES SHALL BE CONSTRUCTED WITHIN THE RIGHT OF WAY.

35. ADDITIONAL DEPTH IN INLET SHALL BE MEASURED AND PAID FOR ALL INLETS EXCEEDING 3.71 VERTICAL FT, CALCULATED FROM THE CENTER ELEVATION OF THE LOWEST CAST IRON CURB TO THE FLOWLINE OF THE OUTLET PIPE.

36. ALL PLASTIC PAVEMENT MARKINGS SHALL BE EXTRUDED-APPLIED THERMOPLASTIC. MECHANICALLY APPLIED PREFORMED PLASTIC TAPE ("COLD TAPE") WILL NOT BE ACCEPTED. THERMOPLASTIC PAVEMENT MARKINGS SHALL ONLY BE APPLIED WHEN THE AMBIENT TEMPERATURE EXCEEDS 49°F FOR ALL OF THE SIX HOURS PRIOR TO INSTALLATION AND MAXIMUM WIND GUSTS ARE BELOW 15 MPH AT THE TIME OF APPLICATION. PRICE BID TO INCLUDE FLEX TABS OR LIKE FOR POST CONSTRUCTION LANE MARKING/SEPARATION. CONTRACTOR SHALL SUBMIT TO THE CITY OF TULSA A STRIPING SCHEDULE WITH THEIR PAVING OPERATIONS PLAN.

37. REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE SHEETING.

38. IF WARNING LIGHTS ARE TO BE USED ON TRAFFIC CONTROL DEVICES, TYPE "A" LIGHTS SHALL ONLY BE USED ON DEVICES WARNING OF UNEXPECTED HAZARDS, AND SHALL NOT BE USED FOR DELINEATION OF THE TRAVELED WAY. ONLY TYPE "C" WARNING LIGHTS SHALL BE USED FOR DELINEATION OF THE TRAVELED WAY, AND TYPE "C" LIGHTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.

39. THE PAY ITEM FOR FLAGGER SHALL BE PAID FOR ON A FLAG DAY (F.D.) BASIS. ONE F.D. IS ONE COMPLETE WORKDAY AS PERFORMED BY THE CONTRACTOR SET FORTH IN THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

40. THE CONTRACTOR WILL BE PAID FOR UNCLASSIFIED EXCAVATION ON THE BASIS OF ACTUAL QUANTITY. ANY ADDITIONAL EXCAVATION REQUIRED OR OVERRUN OF PLAN QUANTITY WILL BE PAID FOR ON THE BASIS OF UNIT PRICE BID FOR THE ITEM.

41. A CERTIFIED ARBORIST SHALL OVERSEE ALL PLANTINGS. CONTACT CITY ARBORIST TO ACCEPT FINAL PLANTINGS. CONTACT #: 918-591-4344

42. TREE GRATES ARE NOT ACCEPTABLE PER CITY ARBORIST. CONCRETE PAVERS ARE TO BE USED AS NECESSARY AROUND TREES.

43. UNIT PRICE SHALL INCLUDE COST OF ALL MATERIAL, LABOR, AND EQUIPMENT REQUIRED TO CONSTRUCT WALL PER MANUFACTURER'S RECOMMENDATIONS.

44. ADDITIONAL DEPTH IN A MANHOLE SHALL BE MEASURED FROM 6FT AS MEASURED FROM THE TOP OF RIM TO THE LOWEST FLOWLINE.

45. NOT USED

46. PRICE BID FOR THIS ITEM SHALL BE PAYMENT IN FULL FOR THE INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF ALL NECESSARY CONSTRUCTION TRAFFIC CONTROL REQUIRED FOR COMPLETION OF THE PROJECT.

47. THE COST TO REPLACE REMOVED OR DAMAGED SECTION CORNERS AND ALL OTHER PERMANENT RIGHT OF WAY MARKERS SHALL BE INCLUDED IN THE PRICE BID FOR THIS ITEM. NO ADDITIONAL PAYMENT WILL BE MADE.

48. ALL EXISTING DRAINAGE STRUCTURES SHALL BE CLEANED AND CLEARED OF ALL SEDIMENTATION AND DEBRIS TO THE RIGHT OF WAY. COST OF CLEARING SHALL BE INCLUDED IN THE PRICE BID.

49. ALL TRANSVERSE AND LONGITUDINAL DOWEL BARS AND RACKS SHALL BE INCLUDED IN THE PRICE BID FOR PATCHING AND WILL NOT BE PAID FOR SEPERATELY.

50. HANDICAP RAMPS SHOULD BE BUILT IN ACCORDANCE WITH CITY OF TULSA STANDARD DRAWINGS NUMBER 790, AS SHOWN ON THE PLANS OR AS DIRECTED BY THE CITY OF TULSA. ALL RAMPS SHALL MEET PROWAG AND ADA STANDARDS.

51. INLET APRONS SHALL BE PAID FOR AS REMOVE AND REPLACE 6" CURB AND GUTTER.

52. CONTRACTOR SHALL SUBMIT TO THE CITY OF TULSA A WRITTEN REQUEST IN THE EVENT THAT TEMPORARY STRIPING TAPE IS NECESSARY ON AN ARTERIAL STREET FOR DELINEATION AND SEPERATION OF HEAD TO HEAD TRAFFIC DURING THE CONSTRUCTION PERIOD. THE REQUEST SHALL INCLUDE A COST BREAKDOWN TO COVER THE ARTERIAL STREET WITH A PER GRABER TUBE PRICING. IT SHALL BE UNDERSTOOD THAT IF NOTICE IS GIVEN TO THE CONTRACTOR OF ANY AREAS MISALIGNED, IF THE TAPE MISALIGNMENT IS NOT CORRECTED BY THE END OF THE NEXT WORKING DAY, THE CONTRACTOR WILL NOT RECEIVE PAYMENT FOR THAT SECTION OF STREET FOR THAT DAY.

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2009 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE CURRENT CITY OF TULSA ENGINEERING SERVICES DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DETAILS AND STANDARD DRAWINGS AND CITY OF TULSA SPECIAL PROVISIONS.

2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS GOVERNING SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER NEEDED ACTION ON AS HIS OWN RESPONSIBILITY OR AS THE CITY OF TULSA MAY DETERMINE REASONABLY NECESSARY TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACT.

3. PAY ITEMS SHALL BE AS SPECIFIED ON THE CITY OF TULSA OR ON THE ODOT STANDARD DRAWINGS EXCEPT AS MODIFIED BY THE CONTRACT.

4. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM HIS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UTILITIES.

5. THE LOCATIONS OF THE UTILITIES ARE SHOWN ACCORDING TO ALL AVAILABLE INFORMATION. THE CONTRACTOR SHALL NOTIFY EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS. THE FOLLOWING IS A LIST OF UTILITY OWNERS:

SOUTHWESTERN BELL 918-495-2200
PUBLIC SERVICE COMPANY OF OKLAHOMA (AEP) 918-599-2217
OKLAHOMA NATURAL GAS (ONG) 918-588-7000 EXT.676
COX COMMUNICATIONS918-628-3635
MCI 918-590-2160
WELLSCO VALLOR TELECOM 918-451-3441
CITY OF TULSA-WATER AND SEWER 918-596-9560
CITY OF TULSA-TRAFFIC OPERATIONS 918-596-9766

6. THE CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF OKLAHOMA ONE-CALL SYSTEM, INC. NOTICE OF ANY EXCAVATION NO SOONER THAN TEN DAYS NOR LATER THAN 48 HOURS , EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, PRIOR TO THE COMMENCEMENT OF WORK. PHONE 1-800-522-6543.

7. THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS TO PREVENT EXCESS MOISTURE FROM INCLEMENT WEATHER OR OTHER SOURCES FROM ENTERING ANY STREET EXCAVATION. IF EXCESS MOISTURE DOES ENTER THE EXCAVATION THROUGH THE NEGLIGENCE OF THE CONTRACTOR AND THE ADJOINING PAVEMENT IS ADVERSELY EFFECTED BY THE EXCESS MOISTURE, THE CONTRACTOR SHALL REPLACE THE ADJOINING PAVEMENT AND SUBBASE AT HIS SOLE EXPENSE.

8. THE CONTRACTOR SHALL PRESERVE THE INTEGRITY OF THE SANITARY SEWER STRUCTURES AND ALL OTHER UTILITY STRUCTURES WITHIN THE PROJECT EXTENTS.

9. THE CONTRACTOR SHALL WORK IN COOPERATION WITH THE CITY OF TULSA TO ESTABLISH, INSTALL, MAINTAIN, AND OPERATE COMPLETE, ADEQUATE, AND SAFE TRAFFIC CONTROLS DURING THE ENTIRE CONSTRUCTION PERIOD. ALL FLAGMEN, BARRICADES, AND TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE STREETS AND STORMWATER REPRESENTATIVE.

10. CONSTRUCTION SIGNAGE WILL BE INSTALLED IN A MANNER APPROVED BY THE CITY OF TULSA, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT ADDITION, AND APPLICABLE ODOT STANDARD DRAWINGS. THE CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE CITY OF TULSA PRIOR TO BEGINNING WORK.

11. THE CONTRACTOR SHALL NOTIFY THE CITY OF TULSA STREETS AND STORMWATER AT 918-576-5514, A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK OR PRIOR TO REMOVING TRAFFIC SIGNS. ALL SIGNS SHALL BE HANDLED IN A MANNER SO AS NOT TO DAMAGE THE SIGN AND/OR POST. ALL TRAFFIC SIGNS REMOVED DUE TO CONSTRUCTION SHALL BE REINSTALLED BY THE CITY/CONTRACTOR.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL PERMANENT ROAD SIGNS AFFECTED BY THE CONSTRUCTION OPERATIONS, IN ADDITION, HE SHALL DELIVER THEM TO 440 WEST 23RD. PRIVATE SIGNS LOCATED WITHIN THE LIMITS OF THE RIGHT-OF-WAY SHALL BE REMOVED BY THEIR RESPECTIVE OWNERS.

13. THE CONTRACTOR WILL BE RESPONSIBLE FOR PREPARATION AND DISTRIBUTION OF A WRITTEN NOTICE TO RESIDENTS 48 HOURS PRIOR TO BEGINNING PAVEMENT REMOVAL AND MILLING AND OVERLAY OPERATIONS. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CITY OF TULSA THAT NOTICE HAS BEEN PROPERLY GIVEN.

14. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH THE PROJECT AT ALL TIMES.

15. ALL PUBLIC AND PRIVATE STREETS AND DRIVES SHALL BE ACCESSIBLE AT ALL TIMES.

16. ALL BROKEN CONCRETE, WASTE MATERIAL, AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN A MANNER APPROVED BY THE CITY OF TULSA. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL OF THIS MATERIAL.

17. ALL EXCAVATED MATERIAL NOT REQUIRED IN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN A MANNER ACCEPTABLE TO THE PROJECT MANAGER WITHOUT COST TO THE CITY. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN AN EARTH CHANGE PERMIT IF ANY MATERIAL IS STORED ON THE PROJECT SITE AND/OR DISPOSED OF WITHIN THE CITY LIMITS.

18. ALL TREES, BRUSH AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER IS TO BE CLEANED OUT TO THE RIGHT-OF-WAY LINE IN A MANNER APPROVED BY THE CITY OF TULSA. ALL COST TO BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF WORK. TREES OUTSIDE THE FILL SLOPES AND THE TOP OF CUT SLOPES SHALL NOT BE DISTURBED EXCEPT WITH THE WRITTEN APPROVAL OF THE CITY OF TULSA.

19. WHERE MATERIALS ARE TRANSPORTED IN THE PROSECUTION OF WORK, VEHICLES SHALL NOT BE LOADED BEYOND THE CAPACITY RECOMMENDED BY THE VEHICLE MANUFACTURER OR AS PRESCRIBED BY ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION.

20. ANY DAMAGE TO THE ROADWAY PAVEMENT, CURB, DRIVEWAYS OR SIDEWALK CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED TO THE CITY OF TULSA'S SATISFACTION AND SHALL BE ACCOMPLISHED AT THE CONTRACTOR'S SOLE EXPENSE.

21. IF THE CONTRACTOR ENCOUNTERS VOIDS WHEN PATCHING STREETS, THE CONTRACTOR SHALL CALL STREETS AND STORMWATER AT 918-576-5514 FOR AN INSPECTION BEFORE PROCEEDING WITH WORK.

22. THE PROJECT SHALL BE CONSTRUCTED WITH CONTINUOUS FLOW OF MATERIAL SUPPLIED TO THE PROJECT SUCH THAT THE LAYDOWN MACHINE WILL REMAIN IN MOTION. ANY DELAY IN FORWARD PROGRESSION OF THE LAYDOWN MACHINE MAY REQUIRE A TRANSVERSE JOINT AS DIRECTED BY THE CITY OF TULSA.

23. NO FLY ASH IS ALLOWED TO BE USED ON THIS PROJECT.

24. PHYSICAL TESTING FOR QUALITY ASSURANCE SHALL BE FURNISHED BY THE CITY.

25. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY QUALITY CONTROL TESTING TO ENSURE THAT PROJECT REQUIREMENTS ARE MET.

26. MASONRY STRUCTURES SHALL NOT BE CONSTRUCTED WITHIN THE STREET RIGHT-OF-WAY.

27. ALL CONCRETE CURB AND GUTTERS SHALL BE MONOLITHIC POURS. DOWELED-ON CURBS WILL NOT BE ALLOWED.

28. NO LIFTING HOLES WILL BE ALLOWED ON ANY REINFORCED CONCRETE PIPES OR REINFORCED CONCRETE BOXES.

29. HANDICAP RAMP CONSTRUCTION SHALL COMPLY WITH THE CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS.

30. REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE SHEETING.

31. CONTRACTOR SHALL SALVAGE ALL CAST IRON INLET GRATES, INLET FRAMES, MANHOLE COVERS, MANHOLE FRAMES, AND OTHER CASTINGS. SALVAGED CASTINGS SHALL BE DELIVERED TO THE METAL RECYCLE BINS IN THE STOCKROOM AREA AT THE UNDERGROUND COLLECTIONS BASE LOCATED AT 9319 E 42ND ST N BETWEEN THE HOURS OF 7:30 AM AND 3:00 PM MONDAY THROUGH FRIDAY. CONTRACTOR MUST OBTAIN A RECEIPT/TRIP TICKET WITH QUANTITY DELIVERED.

32. THE SIGN PLACEMENT STATIONING AND LOCATIONS SHOWN ON THE PLAN SHEETS AND SUMMARY SHEETS ARE APPROXIMATE. EXACT STATIONING AND LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR SO THAT THE SIGN IS INSTALLED IN ACCORDANCE WITH CITY OF TULSA STANDARDS, CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES IN ORDER TO PROVIDE OPTIMUM VISIBILITY TO THE ONCOMING/APPROACHING MOTORIST. IF A PROPOSED LOCATION CONFLICTS WITH OTHER SIGNS, UTILITIES, OR OTHER ROADWAY FEATURES, THE CITY OF TULSA SHALL BE NOTIFIED.

33. POST LENGTHS SHOWN ON SIGN SUMMARY ARE APPROXIMATE. EXACT LENGTHS SHALL BE DETERMINED BY A FIELD SURVEY CONDUCTED BY THE CONTRACTOR.

34. ALL ASPHALT STREETS THAT ARE TO BE RECONSTRUCTED SHALL BE LEFT WITH A DRIVABLE SURFACE AT ALL TIMES. THE CONTRACTOR WILL NOT BE ALLOWED TO MILL OFF ALL THE ASPHALT BEFORE EXCAVATION BEGINS.

35. THE CONTRACTOR SHALL REPLACE ANY SECTION CORNERS OR OTHER PERMANENT RIGHT OF WAY MARKERS REMOVED OR DISTURBED AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT. REPLACEMENT OF SECTION CORNERS OR ANY OTHER MONUMENTS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AUTHORIZED TO PERFORM WORK IN THE STATE OF OKLAHOMA.

36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL AND MAINTENANCE OF THE STORMWATER DRAINAGE. STORMWATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED.

37. ALL CONTRACT SUBMITTALS SHALL BE SUMITTED TO CITYOF TULSA CONSTRUCTION INSPECTOR MANAGER AND APPROVED BEFORE WORK MAY BEGIN.

38. ALL DETAILED COST BREAKDOWN AND SUBMITTALS FOR ANY UNFORESEEN SPECIAL CONSTRUCTION ITEMS SHALL BE SUBMITTED TO THE CITY OF TULSA CONSTRUCTION INSPECTOR MANAGER AND WRITTEN APPROVAL RECEIVED BEFORE WORK MAY BEGIN.

39. THE CONTRACTOR SHALL HAVE A SIGNED RIGHT-OF-ENTRY FORM FROM PROPERTY OWNER PRIOR TO ANY WORK ADJACENT TO A WALL, FENCE OR OTHER STRUCTURE THAT MAY BE SUBJECT TO COLAPSE DURING CONSTRUCTION OPERATIONS.

40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THEIR FIELD PERSONNEL RESPONSIBLE FOR WORK BEING PERFORMED UNDER THIS CONTRACT ARE FAMILIAR WITH THE CITY OF TULSA AND ODOT SPECIFICATIONS.

41. PRIOR TO THIS CONTRACT BEING DEEMED SUBSTANTIALLY COMPLETE. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING A PREFERRED WALKTHROUGH DATE. IF A PREFERRED DATE HAS NOT BEEN SUBMITTED WITHIN 10 CALENDAR DAYS OF THE CITY OF TULSA DECLARING THE PROJECT SUBSTANTIALLY COMPLETE, ONE WILL BE DISIGNATED BY THE CITY OF TULSA. AT THE END OF THE 10 DAY PUNCH LIST COMPLETION TIMEFRAME, IF THE PUNCH LIST IS NOT COMPLETE...CONTRACT TIME WILL START BACK UP.

42. COMMUNICATION BETWEEN THE CITY OF TULSA AND THE CONTRACTOR IS OF THE UTMOST IMPORTANCE DURING THE DURATION OF THIS CONTRACT. IT IS IMPERITIVE THAT THE CONTRACTOR PROVIDES THE REQUIRED CONTRACT SCHEDULE AND PAVING PLANS TO ALLOW THE CITY OF TULSA TO SCHEDULE ANY REQUIRED TESTING WITH THEIR TESTING COMPANIES AND TO PREVENT ANY DELAYS IN WORK BY THE CONTRACTOR. ANY WRITTEN CORRESPONDENCES BETWEEN THE CITY OF TULSA AND THE CONTRACTOR SHALL BE COPIED TO THE DESIGNATED INSPECTOR AND CONSTRUCTION INSPECTOR MANAGER.

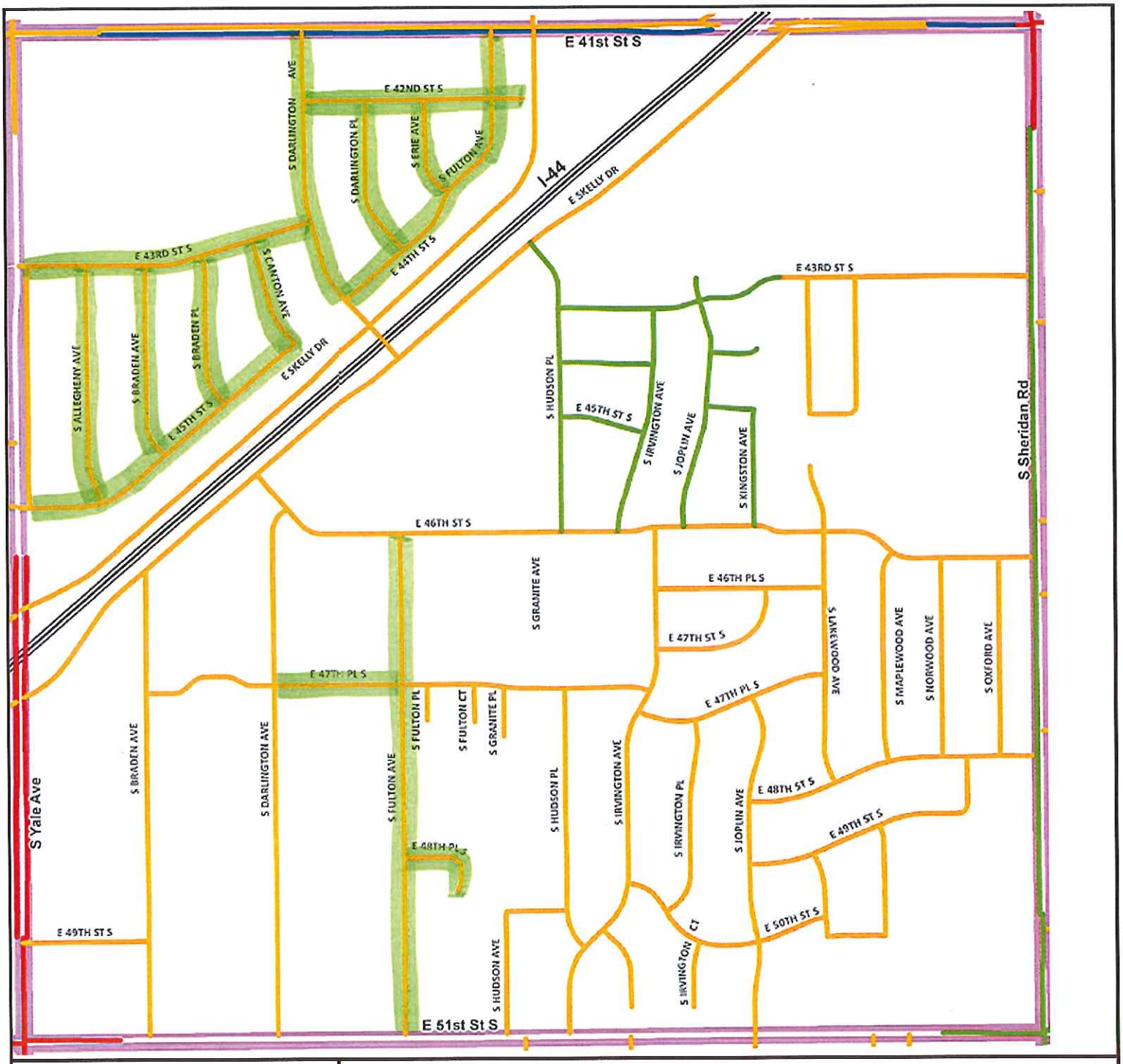
43. THE CONTRACTOR SHALL SUPPLY TO THE CITY OF TULSA ANY CALIBRATION DATA NECESSARY TO SUBSTANIATE THAT THE EQUIPMENT USED DURING THE CONSTRUCTION PROCESS, MEETS THE REQUIRED APPLICATION SPECIFICATIONS.

44. THE CONTRACTOR SHALL NOTIFY THE CITYOF TULSA IN WRITING OF ANY UNFORESEEN ISSUES THAT MAY ARISE DURING CONSTRUCTION. THE CONRACTOR IS RESPONSIBLE FOR NOTIFYING ANY UTILITY, COMPANIES OR CITIZENS FOR WHOM THE DAMAGES AFFECT.

ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	PAY ITEMS
1	202(A)	UNCLASSIFIED EXCAVATION	CY	850	2,10,40
2	230(A)	SOLID SLAB SODDING	SY	2,500	13,14,15
3	303(A)	AGGREGATE BASE TYPE A	CY	850	2,3,4
4	310(B)	SUBGRADE METHOD B	SY	2,500	2,19
5	325	SEPARATOR FABRIC	SY	2,950	2,5
6	409	FABRIC REINFORCEMENT	SY	47,000	8
7	411(S4)	ASPHALT CONCRETE, TYPE S4 (PG 64-22) (2" THICKNESS)	TON	5,500	16,17,18,19
8	412	COLD MILLING PAVEMENT (2" THICKNESS)	SY	47,000	6
9	509(C)	CLASS 'A' CONCRETE FOR SMALL STRUCTURES	CY	50	19,20,21
10	511(A)	REINFORCING STEEL- IN PLACE	LB	800	19
11	609(A)	REMOVE AND REPLACE 6" CONCRETE CURB	LF	150	19,20,21,22
12	609(B)	REMOVE AND REPLACE 6" CONCRETE CURB AND GUTTER	LF	2,000	19,20,21,22
13	610(A)	4" CONCRETE SIDEWALK	SY	150	20,23,24,25
14	610(B)	REMOVE AND REPLACE 6" HES PCC DRIVEWAY	SY	1,550	19,20,23,24,25
15	610(SP)	HANDICAP RAMP	EA	2	20,23,50,51
16	611(I)	TACTILE WARNING DEVICE	SF	20	
17	612(A)	ADJUST MANHOLE TO GRADE	EA	20	19,21,23,26,27,28,31
18	612(C)	ADJUST INLETS TO GRADE	EA	15	19,21,23,26,27,28,31
19	612(E)	ADJUST VALVE BOXES TO GRADE	EA	5	19,21,23,26,27,28,31
20	619(B)	REMOVAL OF SIDEWALK	SY	150	10,21
21	641	MOBILIZATION	EA	1	
22	855(A)	TRAFFIC STRIP (PLASTIC)(4" WIDE)	LF	1200	3,4,9
23	855(B)	TRAFFIC STRIP (PLASTIC)(ARROWS)	EA	6	3,4,9
24	855(B)	TRAFFIC STRIP (PLASTIC)(SYMBOLS)	EA	16	3,4,9
25	880(B)	SIGNS 6.26 TO 15.99 SF	SD	2,500	37,38,46
26	880(B)	SIGNS 16.00 AND UP	SD	4,500	37,38,46
27	880(C)	BARRICADES (TYPE III)	SD	3500	37,38,46
28	880(E)	TYPE "A" WARNING LIGHT	SD	2,500	38
29	880(E)	TYPE "C" WARNING LIGHT	SD	1,500	38
30	880(F)	DRUMS	SD	1,500	37,38,46
31	880(G)	TUBE CHANNELIZERS	SD	15,000	37,46
32	880(H)	FLAGGER	FD	80	39
33	SPECIAL	TYPE I PCC PATCH	CY	550	9,19,49
34	SPECIAL	TYPE I AC PATCH WITH TYPE S3 (PG 64-22 OK)	CY	250	9,19
35	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	EA	1	11,14,29,47
36	SPECIAL	QUICK SET FLOWABLE FILL	CY	250	2,3,19,33
37	SPECIAL	CROSS STREET DRAINS HES PCC	CY	50	9,19,20,21,23
38	SPECIAL	OWNER ALLOWANCE	ALLOW	1	

CITY OF Tulsa
A New Kind of Energy.

PROJECT QUANTITIES
CITYWIDE
NON-ARTERIAL MILL, PATCH & OVERLAY
2021 MPO C3
PQ-1



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PROJECT LOCATION
CITYWIDE
NON-ARTERIAL MILL, PATCH & OVERLAY
2021 MPO C3

PL-1


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