

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
PROJECT NO. SP 21-001
SIDEWALK AND CURBRAMP CONSTRUCTION
FOR CDBG/HUD GRANT**

ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY

PREPARED BY:
City of Tulsa
4015 N. Harvard Ave.
Tulsa, OK 74115
(918) 596-9628 ph
(918) 591-4092 fax
Donald Nail



**CITY OF
Tulsa**
A New Kind of Energy™

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

Account Numbers: 2259FR0026.Capital.GrntOut.PFImp.20003243-541106;
2036S0005Z.Sidewalk.BFImp.4287.42813243-541106

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

CONTRACT DOCUMENTS

PROJECT NO. SP 21-001
SIDEWALK AND CURBRAMP CONSTRUCTION FOR CDBG/HUD GRANT

ENGINEERING SERVICES DEPARTMENT

INDEX TO BIDDING DOCUMENTSPAGE

NOTICE TO BIDDERS	NTB-1-2
INSTRUCTION TO BIDDERS	IB-1-6
RESOLUTION 18145 PROVIDING FOR THE EMPLOYMENT OF RESIDENTS OF THE METROPOLITAN STATISTICAL AREA	R-1-3
RESOLUTION NO. 7404 AFFIDAVIT OF COMPLIANCE	RAC-1
AFFIDAVIT FOR 50% RESIDENT RESOLUTION	RRA-1
NONCOLLUSION AFFIDAVIT	NA-1
BUSINESS RELATIONSHIP AFFIDAVIT	BR-1
INTEREST AFFIDAVIT	IA-1
PROPOSAL	P-1-4
CERTIFICATE OF SECRETARY	CS-1
CONSENT OF MEMBERS	CM-1
SALES TAX EXEMPTION DOCUMENT	STED-1
EXTENSION OF TIME REQUEST	ETR-1
CONTRACT	C-1-4
PERFORMANCE BOND	PB-1-2
STATUTORY BOND	SB-1-2
MAINTENANCE BOND	MB-1-2
AFFIDAVIT FOR CONTRACT/CLAIM	AC-1

SPECIFICATIONS

GENERAL CONDITIONS (ORDINANCE #24616)	1-19
---------------------------------------	------

OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD
SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2019 EDITION.

CITY OF TULSA ENGINEERING SERVICES CONSTRUCTION
SPECIFICATIONS – OCTOBER 2013

FEDERAL REQUIREMENT

DAVIS BACON	DB-1-6
SAMS REQUIREMENTS	SAM-1-2
HUD/CDBG FUNDING REQUIREMENTS	1-19
URBAN DEVELOPMENT SIGN	UDS-1

SPECIAL PROVISIONS

SUPPLEMENTAL CONTRACT REQUIREMENTS	SCR-1
INSURANCE REQUIREMENTS	IR-1
GENERAL	G-1-4
TIME FOR COMPLETION	TC-1-3
ADJUSTMENTS FOR ROADWAY UTILITIES W/DETAILS	ARU-1-3
CONTRACTOR'S QUALITY CONTROL	CQC-1-3
COLD WEATHER CONCRETE CURING	CWCC-1
COLD WEATHER CONCRETE PLACEMENT	CWCP-1
HANDICAP RAMP	HR-1
HIGH EARLY STRENGTH CONCRETE	HESC-1-2
OWNER ALLOWANCE	OA-1
PATCHING OF CONCRETE AND ASPHALT STREETS	PCAS-1-4
PAVEMENT AND BRIDGE DECK SMOOTHNESS	PBDS-1-4
PAVING OPERATIONS	PO-1
PERMANENT TRAFFIC SIGNS	PTS-1-3
REMOVAL OF CASTINGS	RC-1
TACTILE MARKERS/TRUNCATED DOMES	TMTD-1
TREE REMOVAL	TR-1
TYPE 1 MONUMENT	M-1
URBAN RIGHT OF WAY RESTORATION	URWR-1-4
UTILITY RELOCATIONS AND DESIGN ISSUES	URDI-1
ADA COMPLIANT HANDRAIL	ADA-1
GENERAL CONSTRUCTION NOTES	1-5
PAY ITEMS NOTES	1-7
PROJECT LOCATION	PL-1-5
PROJECT LOCATION MAP	PLM-1
PAY QUANTITIES	PQ-1
STANDARD-790-STANDARD-SIDEWALK-RAMP	STD-790

Published in the Tulsa World and The Oklahoma Eagle:
November 5, 8, 9, 10, 11, 12, 2021

**NOTICE TO BIDDERS
SEALED BIDS FOR
PROJECT NO. SP 21-001**

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 3rd day of December, 2021** for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

**PROJECT NO. SP 21-001 SIDEWALK AND CURBRAMP
CONSTRUCTION FOR CDBG/HUD GRANT**

The entire cost of the improvement shall be paid from Account No.
2259FR0026.Capital.GrntOut.PFImp.20003243.541106;
2036S0005Z.Sidewalk.BPIfra.4281.42813243-541106

A **MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, November 16, 2021 at 9:30 a.m.** and will be held through video conferencing with Microsoft Teams, invitation presented on the City of Tulsa's website at this link:

<https://www.cityoftulsa.org/government/departments/engineering-services/construction-bids/>

SP 21-001 SIDEWALK AND CURBRAMP
CONSTRUCTION FOR CDBG/HUD GRANT

Attendance at the Pre-Bid Conference is MANDATORY. Bids will not be received from contractors who did not attend the Pre-Bid Conference.

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.

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.

The bidder to whom a contract is awarded will be required to furnish public liability and workmen's compensation insurance; Performance, Statutory, and Maintenance bonds acceptable to the City of Tulsa, in conformity with the requirements of the proposed contract documents. The Performance, Statutory, and Maintenance bonds shall be for one hundred percent (100%) of the contract price.

All bids will be opened and considered by the Bid Committee of said City at a meeting of said Committee to be held in the City Council Room of City Hall in said City at **9:00 a.m. on the 3rd day of December 2021.**

Dated at Tulsa, Oklahoma, this 5th day of November 2021.

(SEAL)

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. SP 21-001 SIDEWALK AND CURBRAMP CONSTRUCTION FOR CDBG/HUD GRANT

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 Statutes, 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.

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

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 impvment 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.

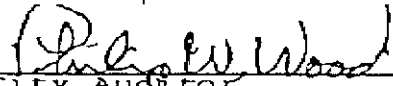
APPROVED, this 23rd day of August, 1988.

Rodger Randle



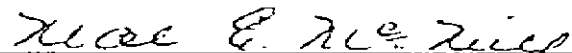
Mayor

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 LOSA
FILED

AUG 23 1988

Office Of City Auditor

(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.:

Resolution No. 7404
RAC-1

(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. SP 21-001

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: _____, (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. _____. 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. SP 21-001
SIDEWALK AND CURBRAMP CONSTRUCTION
FOR CDBG/HUD GRANT**

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. SP21-001						
ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	DATA INPUT UNIT PRICE	AMOUNT
1	201 (A)	CLEARING AND GRUBBING	EA	1		
2	202(A)	UNCLASSIFIED EXCAVATION	CY	178		
3	202(E)	SUITABLE BACKFILL	CY	20		
4	230(A)	SOLID SLAB SODDING	SY	1820		
5	303(A)	TYPE 'A' AGGREGATE BASE	CY	178		
6	509(C)	CLASS "A" CONCRETE FOR SMALL STRUCTURES	CY	3		
7	511(A)	REINFORCING STEEL IN PLACE	LB	500		
8	609(A)	REMOVE AND REPLACE CONCRETE CURB 6" BARRIER	LF	80		
9	609(A)	CONCRETE 8" CURB	LF	20		
10	609(B)	REMOVE AND REPLACE CURB AND GUTTER	LF	71		
11	610(A)	4" CONCRETE SIDEWALK	SY	910		
12	610(B)	6" CONCRETE DRIVEWAY (ACCELERATED SET HIGH-EARLY)	SY	598		
13	610(SP)	DECORATIVE AGGREGATE CONCRETE	CY	2		
14	610(SP)	CURB RAMP	EA	12		
15	611(I)	TACTILE WARNING DEVICE	SF	96		
16	612(SP)	VALVE BOXES ADJUST TO GRADE (ARU-1)	EA	2		
17	612(SP)	METER CAN ADJUST TO GRADE (ARU-1)	EA	5		
18	612(SP)	MANHOLE ADJUST TO GRADE (ARU-1)	EA	3		
19	613(EF)	15" CORRUGATED POLYPROPYLENE PIPE (CPP)	LF	16		
20	619(B)	REMOVAL OF EXISTING DRIVEWAYS	SY	546		
21	619(B)	REMOVAL OF SIDEWALK	SY	55		
22	619(C)	SAWING PAVEMENT	LF	1000		
23	641	MOBILIZATION	EA	1		
24	855(A)	TRAFFIC STRIPE (PLASTIC)(4" WIDE)	LF	360		
25	880(A)	ARROW DISPLAY	SD	90		
26	880(B)	SIGNS 6.26 TO 15.99 SF	SD	1350		
27	880(C)	BARRICADES (TYPE III)	SD	360		
28	880(E)	TYPE "A" WARNING LIGHT	SD	1890		
29	880(E)	TYPE "C" WARNING LIGHT	SD	720		
30	880(F)	DRUMS	SD	720		
31	880(G)	TUBE CHANNELIZERS	SD	5400		
32	SPECIAL	TYPE I PCC PATCH (PCAS-1-4)	CY	20		
33	SPECIAL	TYPE I AC PATCH (PCAS-1-4)	CY	29		
34	SPECIAL	URBAN DEVELOPMENT SIGN (UDS-1)	EA	1		
35	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	EA	1		
36	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):

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 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.

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. SP 21-001
SIDEWALK AND CURBRAMP CONSTRUCTION FOR CDBG/HUD GRANT**

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

Paul D. Zachary, P.E.
City Engineer

cc:Ryan McKaskle

HAS:AT:

STED-1

EXTENSION OF TIME REQUEST
(to be submitted with each 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. SP 21-001 SIDEWALK AND CURBRAMP CONSTRUCTION FOR CDBG/HUD GRANT

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. SP 21-001 SIDEWALK AND CURBRAMP CONSTRUCTION FOR CDBG/HUD GRANT

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)

Mayor

Date: _____

City Clerk

Date: _____

APPROVED:

APPROVED:

City Attorney

Date: _____

City Engineer

Date: _____

CONTRACTOR

By: _____

Printed Name _____

Title

Date: _____

Title

Date: _____

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

(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. SP 21-001
SIDEWALK AND CURBRAMP CONSTRUCTION FOR CDBG/HUD GRANT

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: _____ Title: _____

Date: _____ Attorney In Fact ** _____
Date: _____ 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. SP 21-001**, for the construction of certain public improvements Consisting
of **Sidewalk And Curbramp Construction For CDBG/HUD Grant** 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 _____

(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: _____
Title: _____

Date: _____
Title: _____

Date: _____
Attorney-In-Fact **

Date: _____
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 _____

(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. SP 21-001
Sidewalk and Curbramp Construction for CDBG/HUD Grant

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.

06/13/06

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: _____
Title: _____

Date: _____
Title: _____

Date: _____
Attorney-In-Fact

**

Date: _____
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

June 13, 2021)

Ordinance No. 24616

AN ORDINANCE AMENDING TITLE 11, TULSA REVISED ORDINANCES, ENTITLED "PUBLIC WORKS DEPARTMENT" BY AMENDING CHAPTER 10, ENTITLED "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION" BY AMENDING SECTION 1000 AND SECTION 1001; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF TULSA:

Section 1. Amendment of Title 11, Chapter 10. That Title 11, Chapter 10, Tulsa Revised Ordinances, entitled "Standard Specifications for Highway Construction" be and the same is hereby amended and shall recite in its entirety 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.

That certain document, a bound copy and electronic copy of which has been filed in the Office of the City Clerk of the City of Tulsa, being marked and designated as Standard Specifications for Highway Construction, 2019 Edition, as published by the Oklahoma Department of Transportation, is hereby adopted as the standard specifications for public improvement projects for the City of Tulsa with the additions, revisions, deletions and exceptions as set forth in SECTION 1001 of this chapter.

SECTION 1001. ADDITIONS, REVISIONS, DELETIONS AND EXCEPTIONS.

1001.A. The following definitions, listed as numbered in the 2019 Edition of the Standard Specifications for Highway Construction, are hereby revised and amended for all sections of this chapter as follows:

101.03. Abbreviations and Acronyms. In Table 101:1, add the following abbreviations and expressions:

- ADA - American with Disabilities Act, excluding Chapter 500
- ADA - Adjusted Daily Average, when used in Chapter 500
- ADAAG - American with Disability Act Accessibility Guidelines
- COT - City of Tulsa

- PROWAG – Public Rights-of-Way Accessibility Guidelines
- 101.05. Definitions.** Add the following subsections:
- **“101.05.CY. City of Tulsa (COT).** The City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents.”
 - **“101.05.CZ. Non-Collusive Bidding Certificate.** Replace all references to ‘Non-Collusive Bidding Certificate’ with ‘Non-Collusion Affidavit’.”
 - **“101.05.DA. Qualified Products List (QPL).** All references to ‘ODOT Traffic Engineering Division Qualified Products List (QPL)’ or ‘QPL’ shall mean ‘the City of Tulsa, Traffic Engineering Division Approved Products List’.”
 - **“101.05.DB. State Construction Engineer.** The City Engineer of the City of Tulsa or authorized designee.”

101.05.A. Acceptance Date. Delete section.

101.05.V. Commission. Replace definition with “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 written agreement between the City of Tulsa 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 City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents.”

101.05.AI. Director. Replace definition with “The Director of the Engineering Services Department or the Director of any successor department which has the responsibility for general engineering services for the City of Tulsa.”

101.05.AL. Engineer. Replace definition with “The City Engineer of the City of Tulsa or authorized designee.”

101.05.AO. FAST Guide. Replace definition and all references to “FAST Guide” with “City of Tulsa Acceptance Sampling/Testing Standard Specifications.”

101.05. AT. Holiday. Replace definition with “Days declared to be holidays for regular Civil Service employees of the City of Tulsa.”

101.05.AV. Inspector. Replace definition with “The City of Tulsa’s authorized representative assigned to inspect the work.”

101.05.BF. Materials Division. Replace definition with “The Director of the Engineering Services Department or the Director of any successor department which has the responsibility for general engineering services for the City of Tulsa.”

101.05.BG. Materials Engineer. Replace definition with “The City Engineer of the City of Tulsa or authorized designee.”

101.05.CC. Right-of-Way. Replace definition with “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 of Tulsa 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.CD.(16). Sidewalk/Bicycle Path. Add the following sentence to the existing definition: “Refer to the Revised Ordinances of the City of Tulsa, Title 37 – Tulsa Traffic Code, Chapter 1 and Chapter 10 for definition of bicycle.”

101.05.CH. State. Replace definition with “The City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents.”

101.05.CS. Traffic Engineering Division. Replace definition with “The City of Tulsa Traffic Engineering Division or any successor division which has the responsibility for traffic engineering services for the City of Tulsa.”

1001.B. City of Tulsa exceptions and amendments to the following provisions, listed as numbered in the 2019 Edition of the Standard Specifications for Highway Construction, are hereby revised, amended and described as follows:

102.01. Pre-Qualification. Delete text of section, and replace with “The City of Tulsa requires General / Prime Contractors to be Prequalified according to Title 11, Chapter 11 of the Revised Ordinances of the City of Tulsa.”

102.04. Refusal of Proposals. At the end of the bulleted list, add the following bulleted list item: “The bidder has failed to comply with Small Business Enterprise requirements of a previous City of Tulsa contract.”

102.06. Examination of Plans, Specifications, Special Provisions, and the Work Site. Replace the fourth paragraph with “The City of Tulsa may have boring logs and subsurface reports used in determining design criteria. Bidders may request to inspect these documents, relevant to the currently advertised project, by contacting the Contract Administrator at the following address during normal business hours:

City of Tulsa
Engineering Services Department

2317 S Jackson Ave
Tulsa, OK 74107"

102.08. Nonresponsive Proposals. At the end of the bulleted list, add the following bulleted statement: "The bidder does not properly comply with Small Business Enterprise requirements in accordance with the Proposal Forms."

102.10. Delivery of Proposal. Delete text of section, and replace 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

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 received more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid received after the time set for opening of bids, shall be considered "non-responsive" and shall be returned unopened to the bidder."

102.13. Public Opening of Proposals. Delete text of section, and replace with "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 of Tulsa."

102.16. Non-Collusive Bidding Certification.

- Replace the Non-Collusion Bidding Certification form with the following City of Tulsa Non-Collusion Affidavit form:

NON-COLLUSION AFFIDAVIT		
STATE OF _____)) ss:
COUNTY OF _____)	
<p>_____, of lawful age, being first duly sworn, says that:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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____.		
MY COMMISSION EXPIRES: _____ COMMISSION NO.: _____		NOTARY PUBLIC _____

- In the fourth paragraph, revise the phrase proceeding the bulleted list to recite, "The following do not constitute collusion within the scope of the Non-Collusion Affidavit:"

103.07. Execution of Contract. Revise the first paragraph as follows:

- Revise the first sentence to recite "The Contract shall be signed in black or blue ink by the individual, all members/partners of a general partnership or joint venture, a general partner of a limited partnership, a duly authorized officer of the corporation, or a duly authorized manager, managing member or authorized officer of the limited liability company, to whom the Contract was awarded.
- In the last sentence delete "The Department will execute the Contract", and replace with "The Department will endeavor to execute the Contract, in proper form."

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

104.01. Purpose of Contract. After the first two (2) sentences, delete the rest of the section.

104.07. Maintenance of Traffic. Revise the first sentence to recite "Keep all roads, sidewalks, and bicycle paths open to all traffic as shown on the plans."

105.17. Project Completion and Acceptance. At the beginning of the section add, "This section does not apply to Infrastructure Development Projects (IPDs). For IDPs, refer to Title 35 of the Revised Ordinances of the City of Tulsa."

105.17.B. Project Completion. In the first sentence of the last paragraph, replace "The Resident Engineer will" with "The Resident Engineer may".

105.17.C. Final Acceptance. Delete text of section, and replace with "Final Acceptance is the date on which the Request for Action (RFA) for final payment has been signed by the Mayor of the City of Tulsa."

106.01.A. Material Acceptance. At the end of this section, add the following paragraph: "For conflicts among ODOT Standard Specifications, ODOT Standard Materials Test Methods, and City of Tulsa Acceptance Sampling/Testing Standard Specifications, the City of Tulsa Acceptance Sampling/Testing Standard Specifications shall take precedence."

106.01.B. Buy America. Delete Section.

106.04.D. Distribution of Certifications. Delete text of section, and replace with "The Contractor shall submit certifications to the Engineer with another copy mailed to:

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

106.05. Plant Inspection. In this section, replace all references to "Oklahoma City" with "Tulsa."

106.11. Guarantees and Warranties. In the first paragraph replace "six months" with "twelve months" and "six-month" with "twelve-month".

107.01. Laws, Rules, and Regulations to be Observed. At the end of this section add the following:

"The contractor shall certify 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.

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 Contractor's internal ADA program 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 Contractor conduct any activity which is not in compliance with the ADA."

107.06. Barriers, Barricades, and Warning Signs. Before the first paragraph, add "In this section, the term "traffic" includes vehicular, pedestrian and bicycle traffic."

107.14. No Waiver of Legal Rights. Delete section.

107.19. Regulated Floodways. At the end of the section, add "The Contractor shall also follow the requirements of Title 11A of the Revised Ordinances of the City of Tulsa."

107.20. Stormwater Management. After the first sentence, add "The Contractor shall also follow the requirements of Title 11A of the Revised Ordinances of the City of Tulsa."

108.01. Subletting of Contract. Delete the last sentence of the first paragraph.

108.02. Notice to Proceed and Preconstruction Conference. Delete the first sentence in the second paragraph, and replace with "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.(1) Extensions for Adverse Weather. After the first sentence in the second paragraph, add "Extensions of Contract Time will not be granted if conditions exist such that the Contractor could work at least 4 hours."

108.07.B.(3). Winter Time Suspension. Delete section.

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

108.09. Failure to Complete on Time.

- In the first sentence, delete "in accordance with Table 108:1, "Schedule of Liquidated Damages.""
- Delete Table 108:1.

109.04.B.(3). Equipment.

- In first paragraph, delete the last two sentences, and replace with the following:

"The Department will determine the maximum allowable rate as listed in the most current edition of the *Heavy Construction Costs with RSMeans data*, published by The Gordian

Group. The Department will calculate the hourly rental rate in accordance with the following equation:

$$H = [(M \times R) / 176] + O$$

Where

H = Hourly rental rate.

M = Monthly rental rate.

R = City cost index / 100, and

O = Hourly operating cost.

- In the second paragraph, delete the last two sentences.

109.04.B.(4)(f). Employee Fringe Benefits. Delete text of section, and replace with "The City of Tulsa will not pay for the additional costs of employee fringe benefits incurred by the Contractor for labor during the period the disputed work was in progress."

109.06. Progress Payments. Revise the first sentence of the second paragraph to recite "The Resident Engineer will make monthly progressive estimates."

109.08. Final Payment. Delete last paragraph, and replace with "If the Contractor does not sign and return the Final Estimate within 90 days of receipt, the Engineer may start action to administratively close the project."

109.10.A. Recoverable Costs. Delete section.

201.04.A. Clearing. Delete the fourth sentence of the first paragraph, and replace with "Remove branches that overhang the roadway to at least 20 ft [6 m] above the road surface and at least 35 ft [11 m] above the road surface at traffic signals."

201.06. Basis of Payment. In this section, delete all references to "Lump Sum", and replace with "Square Yard [Square Meter]".

202.04. Construction Methods. In the second paragraph delete, "If the contract requires ground disturbance greater than one acre total."

202.04.D.(2). Mandatory Sources Designated on the Plans. Delete sentence, and replace with "If the Plans show the source of selective subgrade topping, excavate the material at the specified source, haul to the specified location, and place."

202.05.A. Unclassified Excavation. Delete the second sentence of the first paragraph.

209.04. Construction Methods. At the end of the second paragraph, add the following: "Clean inlet and outlet channels within the right-of-way."

220.04.C. Contractor Responsibilities for SWPPP. In the first sentence of the second paragraph, replace “recommended” with “required”.

220.04.H.(3). Earthwork Operations. Delete first paragraph, and replace with “Protect excavation or embankment slopes as construction progresses with placement of temporary (e.g. seeding, mulching, soil retention blankets, or other approved soil stability), or permanent (e.g. seeding, sprigging, or sodding) erosion control measures. Obtain approval from the Resident Engineer in the preconstruction schedule for any increase or decrease in the amount of the area exposed by construction operations. No exposed area shall remain unprotected without being stabilized. Install temporary or permanent erosion or sediment control measures on excavation or embankment slopes as work progresses in vertical increments of not more than 10 ft [3 m] unless otherwise directed by the Resident Engineer.”

220.05. Method of Measurement. In the bulleted list, delete the sixth bulleted item.

221.01. Description. In the last sentence, replace “OOPDES” with “OPDES”.

221.02. D. Temporary Sediment Filter. Revise the first sentence to recite “Provide fiber log for Type I-A and I-B sediment filter in accordance with Subsection 221.02.H, ‘Temporary Fiber Log.’ Provide material for Type I-C sediment filter in accordance with Subsection 221.02.C, ‘Temporary Silt Fence.’”

228.02. Materials. For the first item listed in the table, delete “Nylon”.

230.01. Description. Delete “Bermuda”.

230.02. Materials. Delete all references to “Bermuda” from this section.

231.04.C.(1). Planting Seasons and Weather Restrictions. In the first sentence of the second paragraph, replace “suspend” with “Suspend”.

317.04.A. Mix Design and Proportioning. In the bulleted list, insert “•” before “Compressive strength at 7 days”.

317.04.F. Acceptance.

- Delete the first paragraph.
- At the end of the second paragraph add “Failure to reach strength between 600 psi [4,150 kPa] and 2,000 psi [13,800 kPa] will result in rejection of the work.”

317.06. Basis of Payment. Delete the third and fourth paragraphs and Table 317:1. Replace with the following: “ODOT Acceptance and Strength Pay Factors shall not be used. Failure to meet criteria in Subsection 317.04.F will result in rejection of the work.”

401.04.A.(1). Surface Elevation and Smoothness. Delete paragraph, and replace with “Refer to the City of Tulsa Standard Specifications for Pavement and Bridge Deck Smoothness.”

403.04.A.(2). Seasonal Limitations. Delete paragraph and Table 403:1, and replace with “The Department will evaluate claims for extension of Contract Time in accordance with Subsection 108.07, when temperature and weather limitations in Table 403:2 are not met.”

405.04.G. Spreading and Finishing. In the last paragraph, replace “ODOT Bridge Division” with “Department”.

406.04.F. Weather and Seasonal Limitations. Delete the second paragraph.

410.04.E. Aggregate Application Rate. Delete the third and fourth sentences, and replace with “The Contractor shall overlay the deficient area at no additional cost to the Department.”

410.05. Method of Measurement. Delete text of section, and replace with “The Resident Engineer will measure completed Micro Surfacing by the square yard [square meter].”

410.06. Basis of Payment. Delete all Pay Items and Pay Units in the table and replace with the following Pay Item and Pay Unit: “MICRO SURFACING, Square Yard [Square Meter]”.

411.03.C. Pavers. After the first paragraph add the following paragraph and Table 411.03.C:1. “Pavers shall be capable of placing a minimum paving width in one (1) lift as shown in Table 411.03.C:1. Longitudinal joints in the surface layer shall correspond with the locations indicated in Table 411.03.C:1.”

Table 411.03.C:1 Minimum Paving Widths		
Roadway Classification	Minimum Paving Width	Location of Longitudinal Joints
Arterials	one (1) full lane width	At edges of traffic lanes
Non-Arterials	one-half (½) road width	At centerline of road
Trails and bike lanes	full width of trail/bike lane	At edges of trail/bike lane

411.03.F. Material Transfer Vehicle.

- In the fourth paragraph, replace “Bridge Division” with “Department”.
- In the seventh paragraph, replace “500 ton [450 metric ton]” with “100 ton [90 metric ton]”.

411.04. Construction Methods. At the beginning of this section, add the following:

“Prior to paving operations, submit a paving plan indicating the sequence of paving passes, pass widths, pass thicknesses, and requested temporary street closures.

The contractor shall not drive empty or loaded trucks or equipment across newly paved areas for the construction period.”

411.04.D. Control Strip Requirements.

- Delete the first paragraph.
- In the second paragraph, replace “500 ton [450 metric ton]” with “100 ton [90 metric ton]”.
- Delete the last paragraph, and replace with “If the initial asphalt control strip produces failing results, make adjustments to production and placement procedures, and repeat the

test process for a second control strip. If required, create additional asphalt control strips on the shoulder until an acceptable mixture is produced.”

411.04.I. Spreading and Finishing.

- After the second sentence in the fourth paragraph, add “Once paving begins the Contractor should have sufficient trucks available to deliver asphalt materials in a continuous operation.”
- After the fourth paragraph, add the following paragraph: “A leveling or “wedge” course may be required to establish the required cross-slope for the finished overlay. Adequate transitions to side streets and driveways must be provided. Paving shall extend to the returns of all side streets. Special consideration should be given to prevent ponding at side street intersections.”

411.04.J.(1). General.

- Delete the second paragraph, and replace with the following:

“Ensure longitudinal joints in the surface layer correspond with locations indicated in Table 411.03.C:1.

Transverse joints shall be kept to a minimum. At a minimum, each lane shall be continuously laid without cold joints either from intersection to intersection or a length of 500 ft.”
- Delete the last sentence in the last paragraph.

411.04.K.(2). Acceptance. Delete the second sentence in the third paragraph.

411.04.K.(2).(a). Layers At Least 1½ in [38 mm] Thick.

- In the second paragraph, delete the first sentence, and replace with “Asphalt density tests for each lot will be performed at random sample locations.”
- Delete Table 411:2 and the last paragraph in the section, and replace with the following:

“ODOT Pay Adjustments for Lot Density shall not be used. Failure of any sample within the lot to reach density within 92.0 to 97.0 percent of the Maximum Theoretical Density will result in rejection of the entire lot. The Contractor shall remove and replace unacceptable lots at no additional cost to the Department.”

411.04.K.(2).(b). Layers Less Than 1½ in [40mm] Thick. In the second paragraph, replace “500 yd² [500 m²]” with “400 yd² [330 m²]”.

411.04.N.(2).(a). Basis of Acceptance and Payment.

- In the first paragraph,
 - In the first sentence, delete “and payment”;
 - After the first sentence, add the following: “The Resident Engineer may also consider other characteristics, including but not limited to, pavement smoothness.”

- In the second paragraph, delete the second through the last sentence.
- Delete the fifth through the last paragraph, and replace with "ODOT pay factors for density, asphalt cement content, and air voids shall not be used. Failure to reach density of 92.0 to 97.0 percent of the Maximum Theoretical Density, asphalt cement content of +/- 0.40 of job mix formula, air voids greater than 1.5 deviation from target, or specified thickness of asphalt will result in rejection of the entire lot. The Contractor shall remove and replace unacceptable lots at no additional cost to the Department."

411.04.N.(2).(b). Resident Engineer's Acceptance Procedures. Delete the second paragraph, the bulleted list, and Table 411:4; replace with "The Resident Engineer may perform varying amounts of sampling and testing per lot in accordance with the City of Tulsa Acceptance Sampling/Testing Standard Specifications."

411.06.B.(2). Asphalt Binder Price Adjustment (ABPA). Delete the last paragraph, and replace with "ODOT will establish the Monthly Asphalt Binder Price Index each month and post the information to the ODOT website at <http://www.okladot.state.ok.us/contractadmin/pdfs/binder-index.pdf>."

414.02. Materials.

- Delete "Fly Ash" from Table.
- At the end of the section, add the following:
"Fly Ash is not allowed in any concrete mixture unless otherwise specified in the Plans or Special Provisions."

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

414.04.R. Acceptance of Pavement. Delete text of section, and replace with the following: "ODOT pay factors shall not be used. Failure to reach the gradation specified, air content of 4.5% to 7.5%, or target strength of the mix design will result in rejection of the entire lot. Failure to provide pavement thickness equal to or greater than what is specified will result in rejection of the entire lot."

414.04.R.(a). Engineer's Acceptance Procedures. Delete text of section and Table 414:2. Replace with "Refer to City of Tulsa Acceptance Sampling/Testing Standard Specifications."

414.06. Basis of Payment. Delete the last sentence in this section.

509.06. Basis of Payment.

- Delete the second through the fifth paragraph and Table 509:7. Replace with the following: "ODOT pay factors for strength and air content shall not be used. Failure to reach the specified strength or the target air content within a deviation of 1.5% will result in rejection of the work. Check any outlying concrete cylinder breaks and air entrainment tests in accordance with ASTM E 178 Table 1, Upper 10% Significance Level."

- In the sixth paragraph, revise the first sentence to recite “If the concrete is rejected by the Engineer, the Contractor may elect to core the represented concrete at no additional cost to the Department.”

515.04.C. Sampling and Testing of Bridge Decks and Approaches. Delete the first paragraph and bulleted list. Replace with “Refer to City of Tulsa Acceptance Sampling/Testing Standard Specifications for lot size.”

515.04.D.(2). Bridge Decks and Approach Slab Surfaces.

- In the first paragraph, delete the third sentence.
- Delete sections (a), (b) and (c).
- Add the following:
 “The percentage of absorption (using test results from OHD L39 shall be less than or equal to 1.0. The depth of penetration (using test results from OHD L 40) shall be greater than or equal to 0.15 inches. If absorption and penetration requirements are not met, reapply penetrating water repellent at no additional cost to the Department until requirements are met.”

516.02.C. Casings.

- In the first sentence of the third paragraph, add the word “licensed” after “Registered Professional Engineer”.
- In the fourth paragraph, delete the second sentence, and replace with “Use permanent interior casings in accordance with ASTM A760 and AASHTO M36.”

516.04.C.(7). Concrete Acceptance. Delete the second and third sentence. Replace with the following: “ODOT pay factors for concrete strength shall not be used. Failure to reach the specified strength will result in rejection of the work.”

610.04.F. Tactile Warning Device. Delete text of section, and replace with the following:

“Install tactile warning devices in accordance with the manufacturer’s specifications and the City of Tulsa Standard Drawings. Tactile Warning Devices shall consist of Cast-In-Place Tactile Panels in accordance with 733.1, “Tactile Warning Device Material”.

Tactile panels shall be cast into the wet concrete. Surface applied products shall not be allowed. The panels shall extend the full width of the ramp or landing area and shall extend a minimum of two (2) feet in the direction of pedestrian travel. Panels shall be placed perpendicular to the direction of travel unless specifically noted otherwise or approved by the Engineer prior to installation.

All construction shall meet current ADAAG and PROWAG Guidelines.”

611.01. Description. In the first sentence, delete “, brick masonry.”.

611.02.A. General.

- Delete “Clay Brick” and “Concrete Brick” from the table of materials.

- In the second paragraph, delete “brick masonry or”.

611.04.B. Clay Brick or Concrete Brick. Delete section.

615. Sanitary Sewer Pipe Conduits. Delete section.

616. Water Pipe and Fittings. Delete section.

623. Guardrail and End Treatments. Revise the section title to recite “Guardrail, End Treatments, and Impact Attenuators”.

623.01. Description.

- In bulleted list, add the item, “Guardrail Impact Attenuators”.
- In the last sentence of the last paragraph, after “Ensure the GETs”, add “and Guardrail Impact Attenuators”.

623.04. Construction Methods. Add the following subsection:

“623.04 H. Guardrail Impact Attenuators

Ensure experienced workers fabricate and install guardrail impact attenuators as shown on the Plans.

Construct guardrail impact attenuators with certified, crash tested hardware. Ensure NCHRP 350 TL-3 certification for substituted hardware and that the product appears on the Traffic Engineering Division’s Qualified Product List (QPL). Obtain the Resident Engineer’s approval of substitutions before installation.”

623.06. Basis of Payment. Add Pay Item “(J) Guardrail Impact Attenuator” with a Pay Unit of “Each”.

624.01. Description. In the bulleted list, add the bulleted item, “Fence, Other (Like Kind).”.

624.02. Materials. In the table, add the Material, “Fence, Other (Like Kind)” with Section or Subsection of “732.10”.

624.06. Basis of Payment. Add Pay Item, “(H) Fence, Other (Like Kind)” with a Pay Unit of “Linear Foot [Meter]”.

642.06. Basis of Payment. In the table, for both Pay Items, delete the Pay Unit of “Lump Sum”, and replace with “Each”.

701.01.B. Cement Substitution. Delete text of section, Table 701:2, and Table 701:3. Replace with “Cement substitutions shall not be used in concrete mixtures.”

701.19.A. General. Controlled Low-Strength Material (CLSM). In the first sentence, delete “fly ash.”.

701.19.B. Mix Design. In the table, delete the Material, “Fly Ash”.

702.01.A. General. In the second paragraph

- Delete the first sentence, and
- In the last sentence, delete “PCC from one source (power plant) and”.

702.01.B. Requirements for Portland Cement Concrete Use. Delete section.

702.02. Slag Cement. Delete section.

702.03. Cement Kiln Dust. Delete section.

702.04. Silica Fume. Delete section.

708.04. Composition of Mixtures. In Table 708:6, under “Other Mixture Requirements”, add a row as follows:

	S2	S3	S4	S5 / RIL	S6
Asphalt Cement (for Non-Arterial pavements only) % of mix mass		≥ 5.0	≥ 6.0	≥ 6.0 / NA	

711.06.D.(1). Acrylic Emulsion Polymer. In the second sentence, after “44 percent by”, delete “weight [mass]”, and replace with “total weight of the acrylic emulsion polymer.”

719.04.A. Description. In the second sentence, after “Type III” add “, Type IV, or Type IX”.

719.05.C. Material and Application. In the first sentence, delete “baking screen enamel or”.

719.05.E. Tests. In the first sentence revise “Ensure screening enamel, stencil pastes, and process inks” to recite “Ensure stencil pastes and process inks”.

726.02. Flexible Conduits. In Table 726:3, under Nonmetallic conduits—culverts, for Corrugated Polypropylene Pipe, delete the requirement for “AASHTO M330”, and replace with “COT 215”.

732. Materials for Guardrail, Guide Posts, Bridge Rail, Miscellaneous Railing, and Fences. Add the following subsection:

“732.10 Fence, Other (Like Kind)

Provide fence, other (like kind), in accordance with contract documents.”

733. Miscellaneous Materials. Add the following subsection:

“733.1 Tactile Warning Device Material

Provide cast-in-place tactile panels to be embedded into wet concrete. Surface applied products are not allowed. The panels shall meet the size and spacing requirements shown in the plans or the City of Tulsa Standard Drawings.

The tactile panels shall be composed of cast iron or vitrified polymer composite material. The color of the tactile panels shall comply with ADAAG and PROWAG color contrast requirements. Vitrified polymer composite panels shall be yellow and conform to Federal Color No. 33538. The color shall be homogeneous throughout the product. Any variations in color shall be approved by the Engineer prior to installation.

Tactile panels shall meet current ADAAG and PROWAG Guidelines.”

735.01. Sodding and Sprigging Materials. Within subsections A, B and C, delete the word “Bermuda”.

735.01.B.(1). Solid Slab Sod. At the end of the first paragraph add “Nylon mesh shall not be allowed in solid slab sod.”

740.01. Materials.

- Delete the first three paragraphs.
- In fourth paragraph, delete “aluminum sheet material”. Replace with “louvered aluminum backplates”.
- At the end of the fifth paragraph, add “Retroreflective sheeting shall be 2 inches wide and attached to the front perimeter of the backplate. Retroreflective sheeting shall be fluorescent yellow.”

740.02. Finish. After “Ensure the backplate is” add “flat”.

801.01. Description. Delete the second paragraph. Replace with the following:

“The contractor shall obtain the necessary permits for electrical inspection on all signal and lighting work. Electrical inspections shall include all electrical equipment, enclosures, devices, cables, conductors and raceways as defined by the NEC. High or low voltage shall be installed, maintained, connected or removed by a State of Oklahoma licensed Electrical contractor. All work shall meet the requirements of the NEC. The City of Tulsa shall reserve the right to define workmanlike manner. Proof of license shall be carried on person at all times and be available to City of Tulsa personnel upon request per Title 158- Construction Industries Board Chapter -40 Subchapter 11-2(a)(9). The Contractor shall contact City of Tulsa Traffic Operations to obtain the address needed to obtain the permit.”

801.04.A. General. Replace all references to “60-cycle” with “60 hertz”.

802. Electrical Conduit. Delete section.

803. Pull Boxes and Ground Boxes. Delete section.

804. Concrete Footings. Delete section.

805. Removal of Traffic Items. Delete section.

806. Poles and Mast Arms. Delete section.

807.02. Materials. In the second sentence of the second paragraph, replace "plastic" with "hardened, tamper-proof".

807.06. Basis of Payment. In the last paragraph, replace "plastic" with "hardened, tamper-proof".

809. Luminaires. Delete section.

810. Power Supplies. Delete section.

811. Electrical Conductors Highway Lighting. Delete section.

813.02. Materials. In the first two sentences of the first paragraph, after "(2) hardcopies" add "and one (1) electronic (pdf) copy".

813.02.A. Structural Design.

- In the second sentence of the first paragraph, delete "corrosion-resistant (stainless or galvanized steel, or aluminum)". Replace with "galvanized steel".
- In the eighth paragraph, after "Provide the following luminaire ring suspensions as required by the Contract:", add "(Only top latching systems are allowed.)".

813.04. Construction Methods. In the first paragraph, delete the third sentence and replace with "Submit to the Resident Engineer one (1) electronic (pdf) copy and at least five (5) hardcopies per project or one (1) copy per device."

825. Traffic Signal Controller Assembly. Delete section.

827. Solid-State Flashing Controller. Delete section.

828. Vehicle Loop Detector and Loop Detector Wire. Delete section.

830. Pedestrian Push Button. Delete section.

831. Traffic Signal Heads. Delete section.

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

833. Traffic Signal Backplates. Delete section.

834. Electrical Conductors for Traffic Signals. Delete section.

850. Signs. Delete section.

851. Galvanized Steel Sign Posts. Delete section.

855.04.B. Application of Markings. At the end of the first paragraph, add "Remove temporary markings and reflective tabs prior to installing permanent markings."

856. Traffic Stripe (Multi-Polymer). Delete section.

858.04. Construction Methods. At the end of the second sentence of the first paragraph, delete "maker", and replace with "marker".

880.02.B.(5). Warning Lights. In the first sentence, delete "6F-70F", and replace with "6F.83".

880.05.B. Lump Sum Pay Item. At the beginning of the second paragraph, revise "If additional and compensation" to recite "If additional compensation".

Section 2. REPEAL OF CONFLICTING ORDINANCES. *That all other ordinances or parts of ordinances in conflict herewith be and the same are now expressly repealed.*

Section 3. 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.*

Section 4. EFFECTIVE DATE. *This ordinance shall be effective on July 1, 2021.*

JUN 02 2021

ADOPTED by the Council: _____
Date


Chair of the Council

OFFICE OF THE MAYOR

Received by the Mayor: _____ at _____
Date Time

G.T. Bynum, Mayor

By: _____
Secretary

APPROVED by the Mayor of the City of Tulsa, Oklahoma: JUN 09 2021

Date


at _____
Time



Mayor

ATTEST:





City Clerk

APPROVED:



City Attorney

OK-JMS

SPECIFICATIONS

- A. Oklahoma Department of Transportation Standard Specifications for Highway Construction, 2019 Edition, shall be used on this project including Section 100-General Provisions, as modified by Ordinance No. 24616
- 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-services/specification-checklists-and-details>

FEDERAL
REQUIREMENTS

"General Decision Number: OK20210017 01/01/2021

Superseded General Decision Number: OK20200017

State: Oklahoma

Construction Type: Highway

Counties: Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa and Wagoner Counties in Oklahoma.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

Rates Fringes

Traffic signal installer.....\$ 18.04

CARPENTER (Includes Form
Work, and Curb Line
Formsetting)

Remaining Counties.....\$ 13.24

Rogers County.....\$ 14.82

Tulsa County.....\$ 12.80

CEMENT MASON/CONCRETE FINISHER

Remaining Counties.....\$ 13.36

Tulsa County.....\$ 13.44

IRONWORKER, REINFORCING.....\$ 15.38

IRONWORKER, STRUCTURAL.....\$ 14.21

LABORER

Asphalt Raker and Shoveler

Remaining Counties.....\$ 12.40 1.57

Rogers County.....\$ 11.76 1.57

Common or General

Creek County.....\$ 10.95

Remaining Counties.....\$ 10.70

Rogers County.....\$ 10.14

Tulsa County.....\$ 10.84

Wagoner.....\$ 10.32

Landscape.....\$ 8.67

Pipelayer.....\$ 12.35

Power Tool Operator

(Includes Chipping Guns

and Handheld Concrete Saws).\$ 12.89

Traffic Control (Includes

Flagger, Setting Up and

Moving Cones/Barrels)

Remaining Counties.....\$ 11.05

Tulsa County.....\$ 10.94

POWER EQUIPMENT OPERATOR:

Asphalt Paver Screed.....\$ 12.96

Asphalt Paving Machine.....\$ 13.95 2.75

Backhoe/Trackhoe

Remaining Counties.....\$ 15.16

Rogers County.....\$ 15.11

Tulsa County.....\$ 15.19

Bobcat/Skid Loader.....\$ 12.24

Broom.....\$ 11.97

Bulldozer.....\$ 14.28

Concrete Paving Machine.....\$ 14.11

Concrete Saw.....	\$ 11.94
Crane.....	\$ 17.45
Distributor Truck.....	\$ 13.34
Excavator.....	\$ 14.99
Grader/Blade.....	\$ 16.68
Loader (Front End).....	\$ 13.81
Mechanic.....	\$ 17.46
Milling Machine.....	\$ 14.56
Mixer.....	\$ 14.43
Oiler.....	\$ 15.28
Roller (Asphalt).....	\$ 12.79
Roller (Dirt Compaction)....	\$ 11.71
Scraper.....	\$ 13.34
Striping Machine.....	\$ 11.94
Tractor/Box Blade.....	\$ 13.67
Trencher.....	\$ 13.87

TRUCK DRIVER

Dump Truck.....	\$ 13.97	
Flatbed Truck.....	\$ 14.69	
Lowboy/Float.....	\$ 13.80	
Off the Road Truck.....	\$ 13.40	
Pickup Truck.....	\$ 12.32	
Tandem Axle/Semi Trailer		
Remaining Counties.....	\$ 16.36	
Rogers County.....	\$ 14.01	0.31
Tulsa County.....	\$ 18.01	
Water Truck.....	\$ 12.00	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

"

**THIS PROJECT WILL BE PAID WITH FEDERAL FUNDS
AND IS SUBJECT TO THE FOLLOWING
SPECIAL PROVISIONS**

FEDERAL REQUIREMENTS

All Bidders must register in the System for Award Management (SAM) and submit a copy of their registration with their bid.

The System for Award Management (SAM) is an official website of the U.S. government and includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. In order to be eligible to bid, applicants must register in SAM.

To register, go to www.sam.gov and create an account by clicking the "Create User Account" and follow the directions. You will need your DUNS number and about 30 minutes to complete the process. If you need help call 1-866-606-8220. Registration is FREE.

If you do not yet have an "Active" registration in SAM when the bid is due, provide a printout from the SAM website with your bid showing the Registration Status as either "Submitted" or "In Progress".

NOTICE: *No contract can be executed without being accompanied with a dated System of Award Management "Entity Overview" printout showing the Registration Status as Active with No Exclusions.*

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <div></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <div></div>	* First Name: <div></div> Middle Name: <div></div>
* Last Name: <div></div>	Suffix: <div></div>
* Title: <div></div>	
* SIGNATURE: <div></div>	* DATE: <div></div>

SPECIAL PROVISIONS
SUPPLEMENTAL CONTRACT REQUIREMENTS
HUD/CDBG FUNDING REQUIREMENTS

A. Civil Rights

1. Compliance

The Contractor agrees to comply with all local and state civil rights laws and ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Acts of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607 (CDBG), as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Contractor agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles of and as required by President's Executive Order 11246 of September 24, 1965. The City shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program if necessary. Where applicable, the Contractor shall submit a written plan for an Affirmative Action Program prior to the reimbursement of funds.

2. Women-and Minority-Owned Business (W/MBE)

The Contractor will use its best efforts to afford small business, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by "minority group members or women." For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The contractor may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Equal Employment Opportunity

During the performance of this Federally assisted construction contract, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Subcontract Provisions

The Contractor will include the provisions of Paragraphs A. Civil Rights, and B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Contractor or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Drug-Free Workplace

Contractor shall provide a drug-free workplace in accordance with the Drug- Free Workplace Act of 1988.

3. Lobbying

The Contractor hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated fund have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly;
- d. **Lobbying Certification**
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City, HUD or its agents, or other authorized Federal officials for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the HUD pertaining to such contracts and with the applicable

requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Wage rates shall be retrieved from the Department of Labor and each wage decision verified as current. All laborers and mechanics employed or working upon the work sites will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor). The full amount of wages and bona fide fringe benefits due at time of payment shall be computed at rates not less than those contained in the wage determination of the Secretary of Labor. An original certified copy of weekly payrolls for all contractors performing work on the structure will be mailed weekly to the City of Tulsa at the following address:

Grants Administration
City of Tulsa
175 E. 2nd Street – Suite 480
Tulsa, OK 74103

Contractor shall comply with additional Federal Labor Standards Provisions contained in **form HUD-4010 below.**

E. "Section 3" Clause

1. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Contractor and any of the Contractor's Contractors and subcontractors. Failure to fulfill these requirements shall subject the City, the Contractor and any of the Contractors' Contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and

employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located.”

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HUD-funded project is located; where feasible, priority should be given to low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction or other public construction project to business concerns that provide economic opportunities for low income and very low income persons residing within the metropolitan area in which the HUD-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low income and very low income residents within the service area or the neighborhood in which the project is located, and to low income and very low income participants in other HUD programs. The Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notification

The Contractor agrees to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Contractor will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank,

trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Monitoring

The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Contractor shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.

3. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. Conflict of Interest

The Contractor agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HUD-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Contractor, or any designated public agency.

5. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities

The Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j)(CDBG), such as worship, religious instruction, or proselytization.

E. Environmental Conditions

1. Air and Water

The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- a. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

2. Energy

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

F. General

The contractor must obtain a Dun & Bradstreet DUNS (Data Universal Numbering System) number for this project as it is funded by Federal Grant funds. The DUNS number is a unique, nine-digit number that identifies each physical location, division and/or branch of your company and is used by the federal government to verify and monitor businesses.

Contractors may obtain a DUNS number at the following link:
<http://www.sba.gov/content/getting-d-u-n-s-number>.

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. Contractor must register in the federal government's System for Award Management (SAM) database located at the following link: www.sam.gov. This database identifies those parties excluded throughout the United States from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

A dated copy of the SAM's Entity Overview must be submitted with bid.

At July 15th and at the conclusion of the project, the contractor must provide information to the City that is required for Housing & Urban Development forms HUD-2516 and HUD-60002. See attached forms. This information is to be sent to the City of Tulsa, Finance Department, Grants Administration in order to complete the required Federal documentation of the project. Please send this information to the following address:

City of Tulsa Finance Department
Grants Administration
175 E. 2nd Street, Suite 480
Tulsa, OK 74103

OR email to the following:
grantsadmin@cityoftulsa.org

G. Access to Records

The Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2577-0088

021B

Approval No.: 2502-0355

2-0355

Public reporting burden for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is voluntary. HTD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Orders dated July 14, 1993, directs the Minority Business Development Plans shall be developed by each Federal Agency and the three annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise development. If the information is not provided, HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.

Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or used outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee/Project Owner/Developer/Spouse/Builder/Agency										Check if:		2. Location (City, State Zip Code)			
										PH					
										HH					
										CPD					
										Housing					
3a. House Number (including Area Code)										4. Reporting Period		5. Program Code (Not applicable for CPD programs) See explanation of Codes at bottom of Page Two & separate sheet for each program code.		6. Date Submitted to Field Office	
										Oct. 1 - Sept. 30 (Annual -FY)					
3b. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3c. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3d. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3e. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3f. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3g. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3h. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3i. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3j. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3k. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3l. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3m. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3n. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3o. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3p. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3q. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3r. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3s. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3t. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3u. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3v. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3w. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3x. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3y. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3z. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3aa. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ab. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ac. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ad. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ae. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3af. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ag. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ah. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ai. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3aj. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ak. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3al. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3am. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3an. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ao. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ap. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3aq. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ar. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3as. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3at. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3au. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3av. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3aw. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ax. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ay. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3az. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3ba. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3bb. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3bc. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3bd. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3be. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3bf. Project Number (including Area Code)										Oct. 1 - Sept. 30 (Annual -FY)					
3bg. Project Number (including Area															

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities), Urban Development Action Grants, Housing Development Grants, Multifamily, Insured and Noninsured, Public and Indian Housing Authorities, and contracts entered into by recipients of CDBG rehabilitation assistance.

Contract subcontracts of less than \$10,000 need be reported only if each contract represents a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7e and 7f. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-6002 to report employment and training opportunities data. Form HUD-2516 is to be

Community Development Programs	Multifamily Housing Program	Public Housing and Indian Housing Programs
1. Grantor: Enter the name of the unit of government submitting this report.	1. Grant/Project Owner: Enter the name of the unit of government, agency or investigator entity submitting this report.	1. Project Owner: Enter the name of the unit of government, agency or investigator entity submitting this report. Check box as appropriate.
3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.	3. Contact Person: Same as item 3 under CDP Programs.	3. Contact Person: Same as item 3 under CDP Programs.
7a. Grant Number: Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0334. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.	4. Reporting Period: Check only one period.	4. Reporting Period: Check only one period.
7b. Amount of Contract (Subcontract): Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.	5. Program Code: Enter the appropriate program code.	5. Program Code: Enter the appropriate program code.
7c. Type of Trade: Enter the numeric code which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.	7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.	7a. Grant/Project Number: Enter the HUD Project Number or Housing Development Grant or number assigned.
7d. Business Racial/Ethnic Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.	7b. Amount of Contract/Subcontract: Same as item 7a under CDP Programs.	7b. Amount of Contract/Subcontract: Same as item 7a under CDP Programs.
7e. Woman Owned Business: Enter Yes or No.	7c. Type of Trade: Same as item 7c under CDP Programs.	7c. Type of Trade: Same as item 7c under CDP Programs.
7f. Contractor Identification (ID): Number: Enter the Employer (EES) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Same time the Employer (EES) Number must be provided for each contract/subcontract awarded.	7d. Business Racial/Ethnic Gender Code: Same as item 7d under CDP Programs.	7d. Business Racial/Ethnic Gender Code: Same as item 7d under CDP Programs.
7g. Section 3 Contractor: Enter Yes or No.	7e. Woman Owned Business: Enter Yes or No.	7e. Woman Owned Business: Enter Yes or No.
7h. Subcontractor Identification (ID): Number: Enter the Employer (EES) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.	7f. Contractor Identification (ID): Number: Same as item 7f under CDP Programs.	7f. Contractor Identification (ID): Number: Same as item 7f under CDP Programs.
7i. Section 3 Contractor: Enter Yes or No.	7g. Section 3 Contractor: Enter Yes or No.	7g. Section 3 Contractor: Enter Yes or No.
7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.	7j. Contractor/Subcontractor Name and Address: Same as item 7j under CDP Programs.	7j. Contractor/Subcontractor Name and Address: Same as item 7j under CDP Programs.

**U.S. Department of Housing
and Urban Development
Office of Fair Housing
and Equal Opportunity**

HUD Field Office:

1 Recipient Name & Address: (street, city, state, zip)

2. Federal Identification: (contract/award no.)

3. Dollar Amount of Award:

4. Contact Person:

5. Phone: (include area code)

6. Reporting Period:

7. Date Report Submitted:

8 Program Code *

(Use a separate sheet for each program code)

9. Program Name.

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E** % of Total Staff Hours for Section 3 Employees and Trainees	F** Number of Section 3 Employees and Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade)					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

1 = Flexible Subsidy
2 = Section 202/811

A = Development,
B = Operation
C = Modernization

4 = Homeless Assistance
5 = HOME
6 = HOME-State Administered
7 = CDBG-Entitlement

8 = CDBG-State Administered
9 = Other CD Programs
10= Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian Housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F) or the number of new hires utilized on the Section 3 covered project (columns B, C and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.

9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

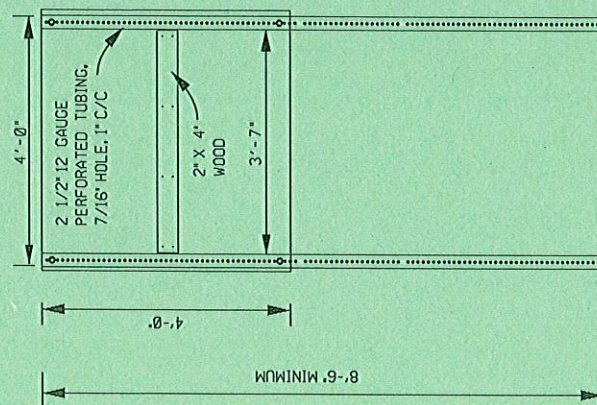
Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.



1. SIGN TO BE CONSTRUCTED FROM 1/2" PLYWOOD (EXTERIOR).
2. PAINT: SILK SCREEN ENAMEL, WHITE BACKGROUND, BLACK LETTERING
3. FONT: ARIAL BOLD, HELVETICA BOLD, OR EQUAL.
4. BOLTS: 5/16" DIA., GR. 5 FLANGED GALVANIZED BOLT WITH 2 FLAT WASHERS AND GR. 5 SERRATED FLANGED NUT.
5. POST TUBE SHALL MEET ASTM A1011 GRADE 50.
POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.
6. PRICE BID FOR URBAN DEVELOPMENT SIGN SHALL INCLUDE ALL MATERIALS, EQUIPMENT, LABOR, AND INCIDENTALS REQUIRED FOR COMPLETE SIGN.
7. SIGN SHALL BE MADE MOBILE AND TRANSPORTED TO EACH JOBSITE
8. SIGN WILL BECOME PROPERTY OF THE CITY OF TULSA UPON COMPLETION OF CONTRACT.

URBAN DEVELOPMENT SIGN	
CITY OF TULSA, OKLAHOMA STREETS & STORMWATER DEPARTMENT	
DRAWN BY: DJL CHECKED BY: DATE: 10/24/2017	APPROVED
NOT TO SCALE	UDS-1

ASSEMBLY OF PLYWOOD SIGN

SPECIAL PROVISIONS

SPECIAL PROVISION
SUPPLEMENTAL CONTRACT REQUIREMENTS
PROJECT NO. SP 21-001
SIDEWALK AND CURBRAMP CONSTRUCTION FOR CDBG/HUD GRANT

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 **90 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 complete, adequate and safe traffic control during the entire construction period. 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 elevations 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.

02/08/16

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

02/08/16

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 **Two Thousand 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 (\$1,000.00)** 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 (\$1,000.00)** 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

02/08/16

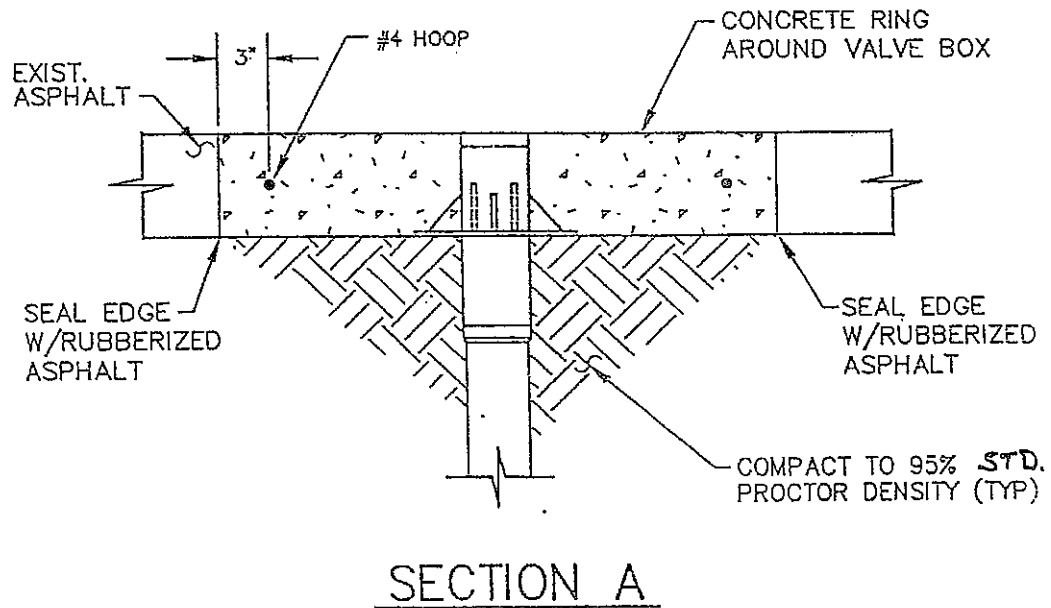
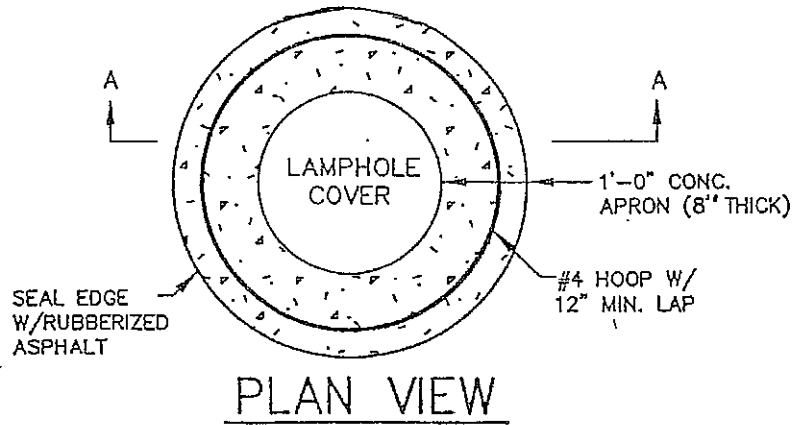
compensated for by an extension of time to complete performance of the work included herein.

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 1/2" 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 1/2 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



LAMPHOLES IN ASPHALT
ADJUST TO GRADE

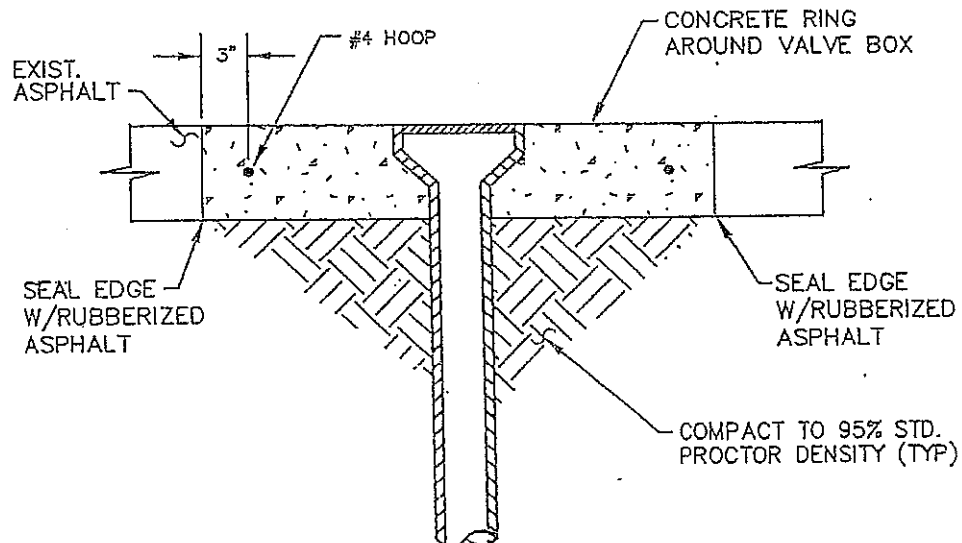
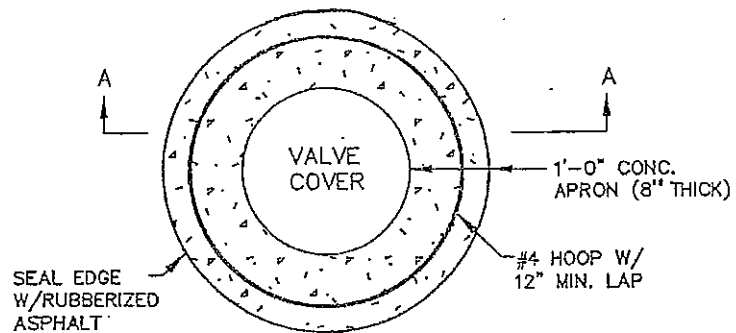
N.T.S.

ARU-2

8/30/05

ARU-2

02/08/16



WATER VALVES TO GRADE
IN ASPHALT STREET

N.T.S.

3/30/05

ARU-3

ARU-3

SPECIAL PROVISIONS
FOR
CONTRACTOR'S QUALITY CONTROL

The units for this project will be those specified in the project plans.

643.01. DESCRIPTION.

Furnish Quality Control of materials and construction in accordance with the Standard Specifications, Plans and Special Provisions. This includes, but is not limited to preparing and following a Quality Control Plan. Obtain samples and perform tests for Quality Control, provide inspection, and exercise management control to produce materials and workmanship that conforms to contract requirements. Unless otherwise noted in the plans, all pavements and bridges (except culverts) will be subject to requirements of any or all of the Special Provisions which are included in this contract. City of Tulsa will provide Quality Assurance testing at their discretion.

643.02. MATERIALS.

Meet materials quality requirements.

643.03. EQUIPMENT.

Provide equipment at own expense, unless otherwise specified. All equipment and supplies shall conform with Standards and applicable Specifications. Certify the calibration of all equipment.

643.04. CONSTRUCTION.

- a) General. Provide quality of all construction covered in the contract.
- b) Quality Control Personnel Qualifications. All personnel directly involved in sampling and/or testing materials for either control or acceptance purposes shall be certified in the appropriate area(s) by the Oklahoma Highway Construction Materials Technician Certification Board. Manager certification for material sampling and testing is not required unless he or she is directly involved in sampling and/or testing materials.
- c) Contractor's Quality Control Plan. Submit a written Quality Control Plan at least one week prior to the pre-work conference. Include the following in the plan:
 1. Sources of principal materials including names of suppliers and locations.
 2. Names and resumes of key Quality Control personnel.
 3. Duties, responsibilities, and authorities (to suspend production, alter mixtures, etc.) granted to key Quality Control personnel.
 4. Description of testing laboratories, including qualifications, key equipment and locations.
 5. Description of start-up operations, including but not limited to:
 - a. Review of submittal requirements and all other Contract requirements with the performance of the work.
 - b. Examine the work area to ascertain that all preliminary work has been completed.
 - c. Verify all field dimensions and advise the Engineer of any discrepancies.
 6. Detailed testing schedule based on production.
 7. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification requiring the test, feature of work to be tested, and person responsible for each test.
 8. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

- d) Sampling and Testing. Perform sampling and testing according to the accepted Quality Control plan using personnel certified in appropriate areas and laboratories approved by the Engineer. Keep laboratory facilities clean and maintain all equipment in proper working condition.
- e) Inspection. Provide inspection necessary to ensure compliance with applicable standards and specifications.
- f) Records. Maintain complete testing and inspection records and make them accessible to the Engineer.
 - 1. Test Results. Maintain control charts that identify the project number, contract item, test number, each test parameter, the upper and/or lower specification limit applicable to each test parameter, and the test results. Use the control charts as part of the Quality Control system to document process variability, to identify production and equipment problems, to make necessary corrections, and to identify potential pay factor adjustments.
 - i. Post control charts in an accessible location, keep them up to date, and make them available to the Engineer upon request. Make corrections to the process when problems are evident, including ceasing production if necessary.
 - 2. Inspection Results. For each day of work, prepare an "Inspector's Daily Record of Construction Operations" on an approved form. Include the following certification signed by the person with overall responsibility for the inspection system:
 - i. "It is hereby certified that the information contained in this record is accurate, and that all work documented herein complies with the requirements of the contract. Any exceptions to this certification are documented as a part of this record."
 - 3. Submit the record and certification to the Engineer within two working days of the work being performed. If the record is incomplete, in error, or otherwise misleading, a copy of the record will be returned with corrections noted. When chronic errors or omissions occur, correct the procedures by which the records are produced.
- g) Use of Contractor Test Results for Acceptance Purposes. Abbreviated test procedures are allowed for Contractor use. The Quality Control Plan shall list all abbreviated test procedures, describe all deviations from standard procedures for each, and note their intended purpose. Test results from abbreviated procedures will not be used for any purpose by the City of Tulsa. It is the Engineer's discretion to use or not use any of the Contractor's test results for acceptance purposes.
- h) Changes. Submit, in writing, all proposed changes in key Quality Control personnel, equipment or procedures from those previously approved by the Engineer. Submit written changes at least one week prior to the proposed action.

643.05. METHOD OF MEASUREMENT.

Payment for Contractor's Quality Control will be measured on a lump sum basis.

643.06. BASIS OF PAYMENT.

Accepted Contractor's Quality Control measured for payment as prescribed above will be paid for at the Contract unit price for:

CONTRACTOR'S QUALITY CONTROLLUMP SUM

This payment will be full compensation for furnishing all materials, facilities, equipment, labor and incidentals to complete the work.

Subject to acceptable performance, payment for Contractor's Quality Control will be made in accordance with the following schedule:

- 25% on the next estimate after the Engineer's approval of the Contractor's Quality Control Plan and other required initial documentation
- plus 25% when 50% of the work subject to Quality Control requirements is complete
- plus 25% when 75% of the work subject to Quality Control requirements is complete
- plus 25% when all test results and records related to Quality Control work have been furnished to and accepted in writing by the Engineer

As stated above, this payment is based upon acceptable performance. Payment will be reduced for unacceptable portions of the Quality Control work. Serious deficiencies in Quality Control work may result in the project being shut down.

02/08/16

SPECIAL PROVISIONS
FOR COLD WEATHER CONCRETE CURING

Placement of asphalt on street 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 65°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.

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.

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.

02/08/16

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
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

02/08/16

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".

<u>Sieve (mm)</u>	<u>% Passing</u>
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

02/08/16

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

02/08/16

the detail in the drawings titled "Type I APC Patch". Payment will be made separately for each of the three materials: Type "S4" 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 be made for Type "S4" or Type "S5" 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.

**SPECIAL PROVISION
FOR
PAVEMENT AND BRIDGE DECK SMOOTHNESS
(ENGLISH)**

These Special Provisions amend and where in conflict, supersede applicable sections of ODOT's 2009 Standard Specifications for Highway Construction, English and Metric. Units of measurement are provided in the subsections in both English and Metric equivalents. The units for this provision will be those English equivalents.

These Special Provisions apply to all types of Portland cement and asphalt concrete pavements as well as bridge decks constructed as part of this contract or as specified on the Plans.

430.01. DESCRIPTION.

This section establishes procedures for determining acceptability as it relates to smoothness requirements of pavements and bridge decks. The equipment and testing applicable to this Section shall be provided and/or operated by the party or parties designated by the City.

430.03. EQUIPMENT AND PERSONNEL.

Smoothness measurement equipment to be used for control and for acceptance testing shall include either The California Profilograph or The Lightweight Profilometer as described below. Such equipment shall be certified by the Department.

- a) Profilograph. A California type profilograph produces a smoothness profilogram (or profile trace) of the surface tested. The equipment used shall be supported on multiple wheels having no common axle. The wheels shall be arranged in a staggered pattern such that no two wheels cross the same bump simultaneously. The profile is recorded from the vertical movement of a sensing wheel attached to the frame at the midpoint and is in reference to the mean elevation of the twelve points of contact with the road surface established by the support wheels.

The strip chart recorder shall be mounted on a lightweight frame 25 feet long. The relative smoothness/roughness of the pavement or bridge deck shall be measured by recording the vertical movement of a 6-inch or a larger diameter-sensing wheel attached to the midpoint of the frame.

The recorded graphical traces of the profile (termed the "profilogram") shall be on a scale of 1-inch equals 1 inch for the vertical motion of the sensing wheel. The profilogram shall be driven by the chart drive on a scale of 1 inch of chart paper equal to 25 feet of longitudinal movement of the profilograph.

- b) Lightweight Profilometer. The profilometer equipment shall be mounted on a lightweight, motorized vehicle such as an All-Terrain Vehicle (ATV), Golf Cart, or

other approved vehicle. The vehicle profilometer equipment, and operator shall be capable of running on "green" concrete without causing damage. The profilometer equipment shall include an onboard, precision accelerometer which measures movement of the light weight and a non-contact vertical distance sensor mounted on the vehicle. The vertical distance sensor may be either infrared or laser type. The profilometer shall be capable of making all of the measurements and providing the information required in 430.04(b) "Evaluation" of this special provision. Additionally, the profilometer shall measure the road profile in accordance with ASTM E950-98, Class I.

- c) Calibration. The profilograph or profilometer shall be calibrated within the following limits. Horizontal measurements shall be within ± 5 feet per 1,000 feet of distance tested. Vertical measurements shall be the same as those of the calibration blocks measured. A profilograph and profilometer Calibration Report shall be submitted to the Engineer each time the calibration is performed. The calibration shall be performed no more than one week prior to collection of smoothness data and repeated at the Engineer's direction at any time during the Project.
- d) Profilograph or profilometer Operator. The City shall provide a profilograph or profilometer operator, certified by the Oklahoma Highway Construction Materials Technical Certification Board to perform all profilograph or profilometer measurements as well as interpreting and analyzing produced profilograms at no cost to the Contractor.

430.04. CONSTRUCTION.

- a) Surface Testing. The Contractor shall provide traffic control as necessary for all smoothness measurements regardless of who provides and/or operates the equipment. The surface will be tested as soon as possible after completion of the work. For overlay projects when milling is not required, the surface will be tested immediately before construction and as soon as possible after completion of the work in order to determine the percent reduction in the profile index. Profilometer readings or profilograph traces are to be collected from 25 feet prior to the beginning point of a project, including any exception areas, and run continuously through all bridges and changes in the pavement types to a point 25 feet beyond the ending point of a project, including any exception areas.

Testing shall include all mainline paving and bridge decks. Smoothness deviations occurring at construction and expansion joints will be considered in calculations of profile index and in identification of bumps.

All objects and foreign material on the surface shall be removed by the Contractor prior to testing. Protective covers, if used, shall be removed prior to testing and will be properly replaced by the Contractor after testing. Testing for smoothness shall produce a final trace; a second trace shall be made on segments on which allowable surface corrections have been made.

02/08/16

The profilograph shall be propelled at a speed not to exceed 3 miles per hour. Data shall be gathered at lower speeds if the pavement or bridge deck is rough or profilograms are not being produced clearly.

The profilometer shall be operated at a constant speed as recommended by the manufacturer. The sequence of position of the pavement or bridge deck to be tested will be one pass per driving lane in the wheel path farthest from the edge of a pavement or bridge deck.

Additional profiles will be taken only to define the limits of an out-of-tolerance surface variation. The evaluations shall include graphical traces of the profiles and the disks from which they were derived. The testing and evaluation will be done by a trained and certified operator and the evaluation will be so certified. The City reserves the right to verify the testing and/or evaluation. In case of differences the City's results shall be considered final. If the Contractor's results are found to be significantly in error, the City may assess the cost of the verification efforts.

b) Evaluation.

1. *Profile Index.* Unless otherwise specified in Special Provision 431-3QA, a profile index shall be calculated from the profilogram for a pavement or bridge deck on 528 feet extents or entire lengths of bridges (including approach slabs) whichever is less. The index shall be calculated using a computerized profilogram reduction system. It is understood that stations reflected by automated profilogram interpretation systems are approximate and a further survey in the field may be required to establish bump locations. The index is calculated by summing the vertical deviations outside a 0.2-inch blanking band as indicated on the profile trace. The units of this measure (inches) will be converted into inches per mile. An extent is defined as the amount of pavement or bridge deck in a 528 feet or the entire bridge deck plus both approaches in length, whichever is less. When the quantity represented is less than a full extent in length, it will be combined with an adjacent extent or treated as a separate extent, at the option of the Contractor.
2. *Bumps.* Bumps will appear as high points on the profile trace and correspond to high points on the pavement or bridge deck surfaces. Unacceptable bumps are defined as those with vertical deviations in excess of 0.60 inch (without using a blanking band) in a 25-foot span.
3. The following will not be excluded from the smoothness requirements:
 - (a) Shoulders
 - (b) Ramps
 - (c) Turn Lanes

- (d) Acceleration, deceleration and climbing lanes less than 528 feet full width.
- (e) Pavement with horizontal centerline curves with radii of less than 1000 feet and the super elevation transitions of such curves.
- (f) In overlays only, areas in roadway within a 10 foot radius of existing inlets and utility covers. (This exception does not apply to full depth pavements.)
- (g) Short isolated pavement areas, which by normal industry practice would require handwork.

Examples include driveway blockouts, phased intersection work with variable cross slope, etc.

For the above exceptions, the profile index and adjustments calculations corrections specified in this Special Provision, will not apply. However, the requirements for mandatory correction of bumps as defined in this Special Provision and tolerances defined in subsection 401.04 of the Standard Specification for Highway construction will remain in effect.

4. *Special Evaluation Requirements.* Bridge approach slabs will be evaluated in accordance with bridge deck smoothness requirements. New pavements and overlays within 25 feet of bridges or their approach slabs, 25 feet of beginning and ending stations of the Project, or 25 feet of changes from portland cement concrete to asphalt concrete or vice versa will not be excluded from profile index calculation. However, the requirements for mandatory correction of bumps as defined in this Special Provision and tolerances defined in subsection 401.04 of the Standard Specification for Highway Construction will remain in effect.

- (c) *Surface Correction.* Unless otherwise permitted by the Engineer, in writing, all new pavements, overlaid pavements (with or without prior cold milling) and bridge deck surfaces having profile indices in excess of the acceptable limits of 13.0 in/mile for all streets and 27.0 in/mile for all bridges or having individual bumps with deviations in excess of 0.60 inch in a 25 foot span shall be corrected by the Contractor at no additional cost to the City. Such corrective actions shall NOT include any grinding of metal expansion joints, themselves, but may include grinding of concrete in the vicinity of the joints.

All corrective action, including the identification and correction of bumps, shall be in accordance with the requirements of the Standard Specifications and shall be subject to the approval of the Engineer. The surfaces of ground asphalt pavements shall be fog sealed. The surfaces of corrected areas shall be retextured to be similar to that of the adjacent sections of pavement or bridge deck and shall exhibit good workmanship and be neat in appearance. Cores for thickness determinations and measurement of cover of reinforcement steel will be taken subsequently to all corrective work.

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, indicating 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.

SPECIAL PROVISIONS
PERMANENT TRAFFIC SIGNS

PART 608 - TRAFFIC SIGNS

608.1 GENERAL

- 608.1.1 This work shall consist of furnishing materials and installing traffic signs in accordance with these specifications and in reasonably close conformity with the location and dimensions shown on the Standards, Plans or established by the Engineer.
- 608.1.2 Signs shall be designed in accordance with the 2009 Manual on Uniform Traffic Control Devices (MUTCD) with revisions and the 2004 FHWA Standard Highway Signs (2012 Supplement to the 2009 MUTCD).
- 608.1.3 Street name sign proofs shall be submitted to the Traffic Engineer for review and approval prior to fabrication.

608.2 MATERIALS

608.2.1 General

Signs shall be composed of aluminum metal sheeting overlaid with cut-out film and a reflective sheeting material. Mounting shall be with posts, hardware and brackets as specified.

608.2.2 Sheet Aluminum

Provide 0.080-ga sheet aluminum signs in accordance with ASTM B 209, alloy 6061-T6 or alloy 5052-H38 with mill finish. Use the dimensions, filleted corners, and hole sizes and locations as shown on the sign standards. Ensure panels are flat and straight within commercial tolerances. Treat sheet aluminum signs with a chromate type chemical conversion coating in accordance with ASTM B 449, Class II.

608.2.3 Reflective Sheeting

Post-Mounted Signs: Sheeting shall be High Intensity Prismatic meeting ASTM D4956 Type III / IV (3M 3930 or approved equal).

Mast-Arm Mounted Signs: Sheeting shall be Diamond Grade meeting ASTM D4956 Type XI (3M DG³ or approved equal).

All sheeting shall have a Class I adhesive backing.

608.2.4 Overlay

Electronic cuttable sign film designed for use with electronic sign plotters (3M ElectroCut Series 1170 Film, or approved equal).

608.2.5 Mounting Hardware

Bolts, nuts, washers, brackets, and all other hardware needed for mounting shall be suitable for long-term outdoor use

A) Bolts: 5/16" x 3", hex head

B) Nuts: flanged, self-locking, size as needed

C) Washers: 3/4" O.D., maximum

D) Brackets: for mast-arm mounting, use a prefabricated mounting system (Pelco Structural Astro-Brac® or approved equal). See COT Standard 616.

608.2.6 Posts

Sign posts shall be perforated square tube (Telespar® or approved equal). Signs shall be composed of new hot-rolled carbon sheet steel, structural quality, ASTM A 1101. Provide a finish that is in-line, hot-dip galvanized zinc coating in accordance with AASHTO M120, followed by a chromate conversion coating, and a clear organic exterior coating. Provide posts with 1/2-in. ($\pm 1/16$ -in.) diameter holes spaced 1-in. on center along the center of each of the four sides.

608.3 CONSTRUCTION METHODS

608.3.1 General

Construction methods shall involve fabrication and mounting of the sign to the appropriate type mount.

608.4 METHOD OF MEASUREMENT

608.4.1 Signs of the size and type specified will be measured by the square foot of area of the vertical front face with no deduction for rounded corners or bolt holes.

608.4.2 Posts of the size specified will be measured by the linear foot between the ends of the installed post.

608.5 BASIS OF PAYMENT

608.5.1 Accepted signs, measured as provided above, will be paid for at the contract unit price as follows:

608.5.2 SIGNS

GROUND SIGN SF
OVERHEAD SIGN SF

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

608.5.3 POSTS

1-1/2" SIGN POST LF
1-3/4" SIGN POST LF
2" SIGN POST LF

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

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.

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-cast 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 TREE REMOVAL

DESCRIPTION. This work shall consist of removing trees where called for on the Plans and shall include cutting such trees, removing their stumps and roots, and properly disposing of the material.

CONSTRUCTION METHODS. Trees shall be removed and disposed of in a manner approved by the Engineer. All stumps and roots shall be removed to a depth of not less than 12 inches below the finished subgrade elevation.

METHOD OF MEASUREMENT. The size of trees will be determined by the average diameter of the tree trunk taken at a point measured four feet above the base of the tree at the ground line. The diameter will be measured to the nearest full inch.

BASIS OF PAYMENT. Trees to be removed under this item will be measured as provided above and will be paid for at the contract unit price per each tree in accordance with the following schedule of size:

- | | | |
|-----|---|-----|
| (A) | REMOVING TREES 6-12 INCH IN DIAMETER | EA. |
| (B) | REMOVING TREES 13-18 INCH IN DIAMETER | EA. |
| (C) | REMOVING TREES 19-24 INCH IN DIAMETER | EA. |
| (D) | REMOVING TREES 25 INCH AND MORE IN DIAMETER | EA. |

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

Removing trees less than 6 inches in diameter will be considered as incidental work and will not be paid for directly but the cost will be included in other items.

02/08/16

SPECIAL PROVISIONS
FOR SPECIAL SPECIFICATION
OF TYPE I MONUMENT PAYMENTS

Under this item, the Contractor shall furnish and place for the payment requested for each monument, all materials, labor, equipment, and incidentals necessary to complete the work as shown on the sketch on the following page. The brass marker shall be provided by the City. The 5/8 inch rebar shall be a minimum of 36 inches in length. The locations will be as ordered by the Engineer.

Materials will be in accordance with Section 626.02 of ODOT's Standard Specifications for Highway Construction, current addition, with Accelerated High Early Strength Concrete substituted for Portland Cement Concrete.

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

02/08/16

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 1' 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.

02/08/16

TRAFFIC SIGNS

DESCRIPTION:

Unless otherwise directed by the 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:

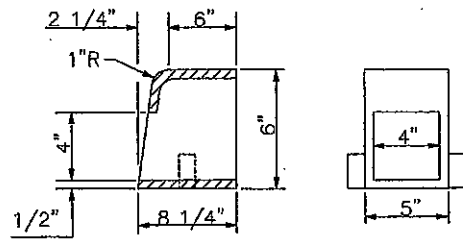
Irrigation Systems, Street Address at the Curb, Mailbox Removal and Relocation, Drains, and Traffic Signs will be measured by EACH for the project.

PAYMENT:

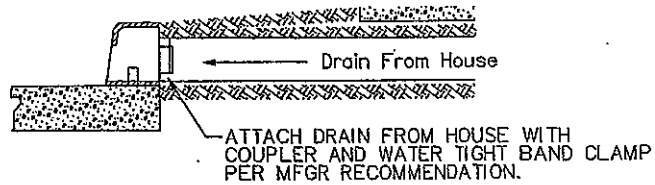
Special (C) Urban Right-Of Way Restoration (measured as provided above) will be paid for at the contract unit price by EACH. Such payment shall be full compensation for all equipment, tools, labor, and incidentals necessary to complete the work as specified.

Special (C) Urban Right-Of-Way RestorationEACH

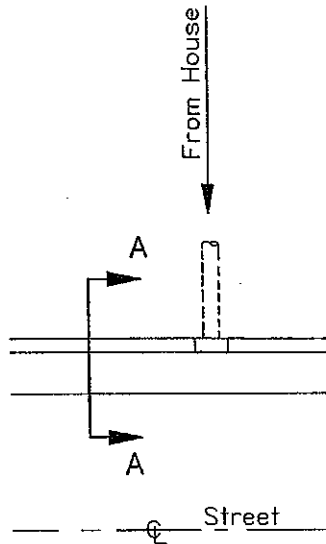
02/08/16



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: JAB.	APPROVED
CHECKED BY:	
DATE: OCT. 2011	
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 seventy-five **(75)** calendar days will be in addition to the number of days shown in the proposal for computation of disincentive and liquidated damages.

SPECIAL PROVISIONS **FOR ADA COMPLIANT HANDRAIL**

Handrails.

- (1) Gripping surfaces shall be continuous.
- (2) Top of handrail gripping surfaces shall be mounted between 34 inches and 38 inches above walking surfaces.
- (3) Ends of handrails shall be either rounded or returned smoothly to ground, wall, or post.
- (4) Handrails shall not rotate within their fittings.

Size and Spacing of Handrails.

The diameter or width of the gripping surfaces of a handrail shall be 1-1/4 inches to 1-1/2 inches, or the shape shall provide an equivalent gripping surface. If handrails are mounted adjacent to a wall, the space between the wall and the handrail shall be 1-1/2 inches. Handrails may be located in a recess if the recess is a maximum of 3 inches deep and extends at least 18 inches above the top of the rail.

Materials and Installation.

Pipe rail posts and all parts shall be galvanized per ASTM A123. Prime with a zinc rich primer and finish with EMSCO black TGIC polyester coat, 2.5 to 3.0 mils thick. Pipe rail shall be 1/4" thick square or round steel. Welds shall be 3/16" fillet weld. Grind all welds and edges smooth. Attach railing to top of concrete or asphalt surface course with 6" x 6" X 1/2" base plate and 5/8" encapsulated anchors at 6" depth min. Use Hilti adhesive anchorage or Para bound approved equal. Install per MFG. Rec. Minimum 1080 lbs pull out strength. Weld railing to plate. Installation shall be approved by the City of Tulsa.

Basis of Payment

Construction of ADA compliant handrails will be measured by the linear foot of handrail and shall be paid for the contract unit price for:

ADA COMPLIANT HANDRAIL

L.F.

Payment shall be full compensation for furnishing all materials, equipment, labor and incidentals necessary to complete the work.

ADA-1

GENERAL CONSTRUCTION NOTES

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 COMMUNICATIONS 918-628-3635
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

GENERAL CONSTRUCTION NOTES

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.

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.

GENERAL CONSTRUCTION NOTES

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.

GENERAL CONSTRUCTION NOTES

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

GENERAL CONSTRUCTION NOTES

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.

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 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.
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 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 (CY)

- C. TYPE S3 ASPHALTIC CONCRETE OR PC CONCRETE COMPLETE AND IN PLACE PER DETAIL
- D. SEALING OF EDGES AND TACK COAT
- E. SUBGRADE METHOD B (SY)
- F. SEPARATOR FABRIC (SY)

DOES NOT INCLUDE THE FOLLOWING:

- A. UNCLASSIFIED EXCAVATION
- B. AGGREGATE BASE (TYPE A)
- C. 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 PERFORMED AT THE DIRECTION OF THE CITY INSPECTOR. QUANTITY IS ESTIMATED AND MAY BE OMITTED IN ITS ENTIRETY.

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.

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. TREE ROOTS TWO INCH OR GREATER IN DIAMETER SHALL BE CUT SMOOTH. AFTER THE ROOT IS CUT AN ORGANIC FUNGICIDE SHALL BE USED TO PREVENT ROOT DISEASE AND PROMOTE HEALTHY ROOT SYSTEMS. THE COST FOR TRIMMING THE ROOT, PURCHASING AND APPLYING THE FUNGICIDE SHALL BE INCLUDED IN THE COST OF THE SIDEWALK INSTALLATION.

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. CONTRACTOR IS RESPONSIBLE FOR PHASING ALL FIRE STATION WORK IN A MANNER THAT ALLOWS FOR CONTINUOUS OPERATION OF THE FIRE STATIONS DURING CONSTRUCTION. AT LEAST ONE LANE OF ACCESS BETWEEN THE ROADWAY AND THE FIRE STATION GARAGE BAYS MUST BE MAINTAINED THROUGHOUT CONSTRUCTION.

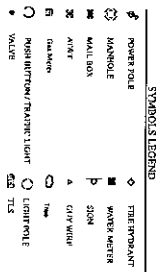
51. ALL JOINTS SHALL BE CLEANED OUT AND SEALED WITH BACKER ROD AND JOINT SEAL. THIS COST SHALL BE INCLUDED IN THE PRICE FOR CONCRETE AND WILL NOT BE PAID FOR SEPARATELY.

52. FIBRILLATED FIBER REINFORCING WILL BE REQUIRED IN ALL FIRE STATION DRIVEWAYS AND APPROACHES. FIBRILLATED FIBER REINFORCING SHALL CONSIST OF VIRGIN POLYPROPYLENE FIBRILLATED FIBERS CONFORMING TO ASTM C-1116 TYPE III 4.1.3 AND ASTM C-1116 PERFORMANCE LEVEL 1. FIBERS MUST CONTAIN NO REPROCESSED OLEFIN MATERIAL AND MUST BE SPECIFICALLY MANUFACTURED FOR USE AS SECONDARY REINFORCEMENT.

53. THIS PAY ITEM SHALL BE COMPLETE IN PLACE AND SHALL INCLUDE

ALL PIPE, STANDARD BEDDING MATERIAL AND TRENCH EXCAVATION, JOINT GASKETS AND ALL OTHER INCIDENTALS. NO ADDITIONAL COST WILL BE MADE.

54. THE CONTRACTOR SHALL KEEP THE OPEN TRENCH DRAINED. COST TO BE INCLUDED IN PRICE BID FOR LINEAR FOOT OF PIPE.



ALL SIDEWALKS AND RAMPS MUST MEET ADA AND CITY OF TULSA STANDARDS.

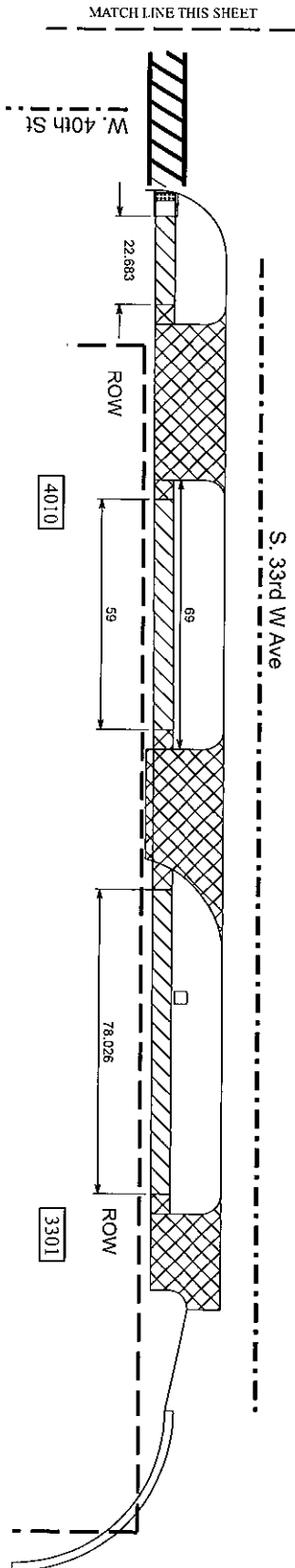
PROJECT LOCATION

SIDEWALK AND CURB/RAMP

CONSTRUCTION FOR CDBG/HUD GRANT

PROJECT NO. SP20-001

PL-1



SYMBOLS LEGEND

	POWER POLE		FIRE HYDRANT
	MANHOLE		WATER METER
	MAIL BOX		SIGN
	AT&T		GUY WIRE
	Gas Meter		Tree
	PUSH BUTTON / TRAFFIC LIGHT		LIGHT POLE
	VALVE		TIS

NOTE: ALL DRIVEWAY APRONS TO BE CONCRETE.

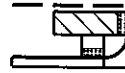
3301 W 41 ST S



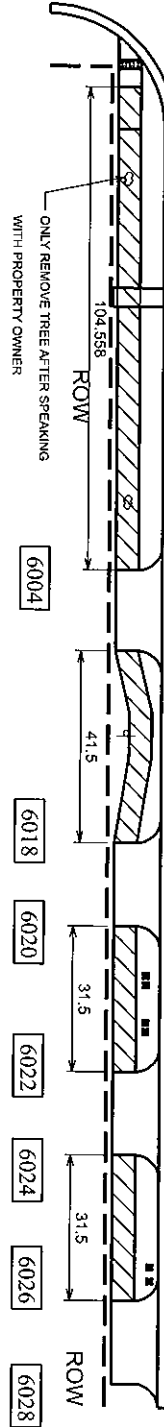
ALL SIDEWALKS AND RAMPS MUST MEET
ADA AND CITY OF TULSA STANDARDS.

PROJECT LOCATION
SIDEWALK AND CURBRAMP
CONSTRUCTION FOR CDBG/HUD GRANT
PROJECT NO. SP21-001

PL-2

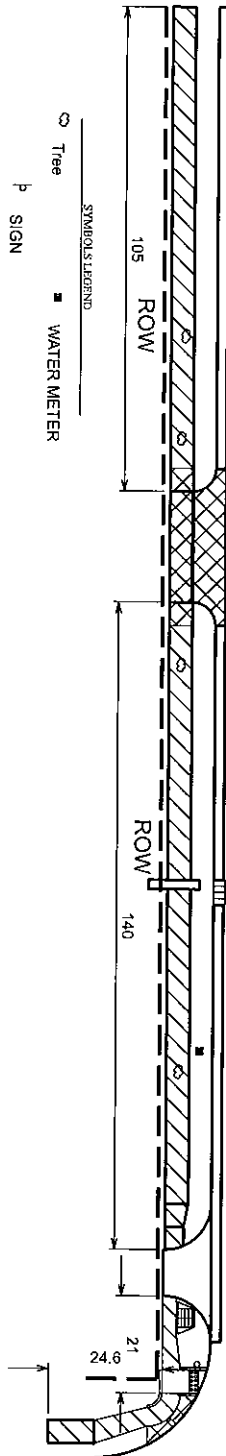


E. 60TH STREET



MATCH LINE THIS SHEET

MATCH LINE THIS SHEET



SYMBOLS LEGEND
Tree
Water Meter
Sign

6018 S. NEWPORT AVE



ALL SIDEWALKS AND RAMPS MUST MEET
ADA AND CITY OF TULSA STANDARDS.

PROJECT LOCATION
SIDEWALK AND CURBRAMP
CONSTRUCTION FOR CDBG/HUD GRANT
PROJECT NO. SP21-001

PL-3

4927

292.6

ROW

ROW

S. TACOMA AVE

MATCH LINE SHEET PL-4

MATCH LINE THIS SHEET

ROW

ROW

1507

154

ROW

S. TACOMA AVE

55

ROW

ROW

ROW

MATCH LINE THIS SHEET

1507 W 51 ST



ALL SIDEWALKS AND RAMPS MUST MEET
ADA AND CITY OF TULSA STANDARDS.

PROJECT LOCATION
SIDEWALK AND CURBRAMP
CONSTRUCTION FOR CDBG/HUD GRANT
PROJECT NO. SP21-001

PL-5

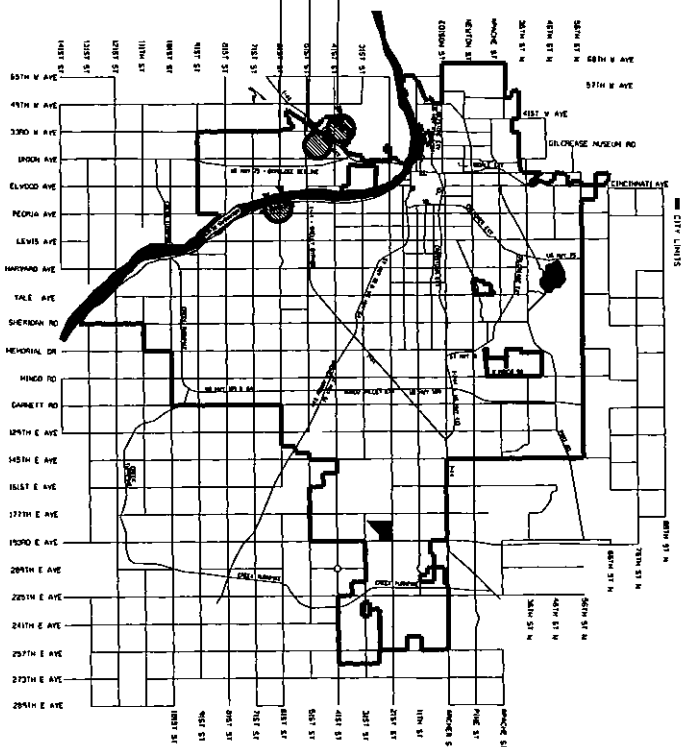
SP21-001 SIDEWALK AND CURBRAMP CONSTRUCTION FOR CDBG GRANT/HUD

PROJECT SITE LOCATION

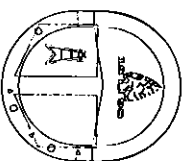
PROJECT SITE #1 - 3904 S. 33 West Ave.
PROJECT SITE #2 - 4927 S. Tacoma West Ave.
PROJECT SITE #3 - 6018 S Newport Ave.



PROJECT SITE #1
PROJECT SITE #2
PROJECT SITE #3



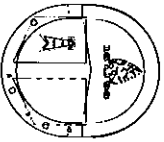
UTILITY COORDINATION BOX		
	NUMBER	NOTIFIED
WATER DESIGN	918-596-9566	
WASTEWATER DESIGN	918-596-9564	
TRANSPORTATION DESIGN	918-596-9636	
TRAFFIC ENGINEERING DESIGN	918-596-9749	
STORMWATER DESIGN	918-596-9498	
COT IT NETWORK SERVICES	918-596-7070	



**CITY OF
Tulsa**
A New Kind of Energy.

PROJECT LOCATOR MAP
SIDEWALK AND CURBRAMP
CONSTRUCTION FOR CDBG/HUD GRANT
PROJECT NO. SP21-001

PLM-1



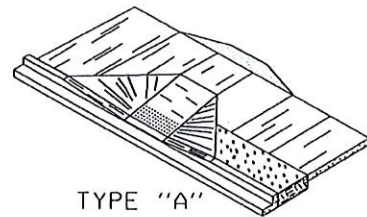
**CITY OF
Tulsa**
A New Kind of Energy.

ALL SIDEWALKS AND RAMPS MUST MEET
ADA AND CITY OF TULSA STANDARDS.

PAY QUANTITIES
SIDEWALK AND CURBRAMP
CONSTRUCTION FOR CDBG/HUD GRANT
PROJECT NO. SP21-001

PQ-1

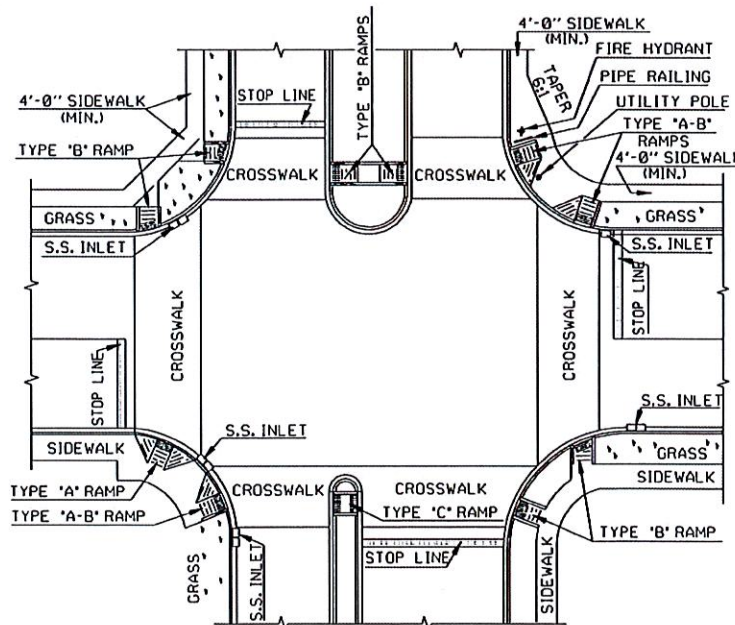
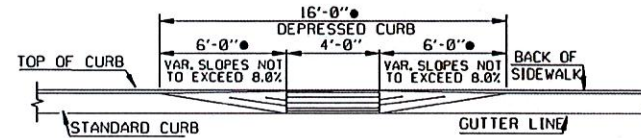
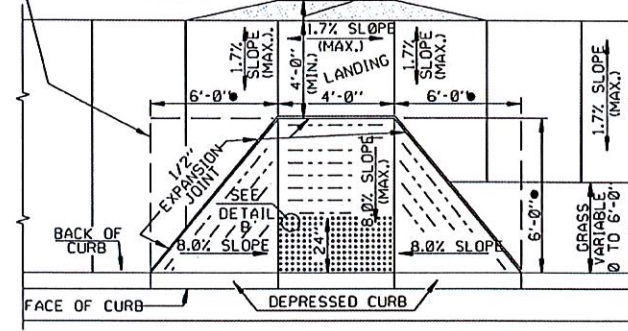
ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	PAY ITEM NOTE
1	201 (A)	CLEARING AND GRUBBING	EA	1	1,10
2	202(A)	UNCLASSIFIED EXCAVATION	CY	299	2,10
3	202 (E)	SUITABLE BACKFILL	CY	20	19
4	230(A)	SOLID SLAB SODDING	SY	2880	13,14,15
5	303(A)	TYPE "A" AGGREGATE BASE	CY	269	2,4
6	509 (C)	CLASS "A" CONCRETE FOR SMALL STRUCTURES	CY	3	19,20,23
7	511(A)	REINFORCING STEEL IN PLACE	LB	500	19,20,23
8	609(A)	REMOVE AND REPLACE CONCRETE CURB 6" BARRIER	LF	80	10,19,23
9	609(A)	CONCRETE 8" CURB	LF	20	20,21,22
10	609(B)	REMOVE AND REPLACE CURB AND GUTTER	LF	200	10,19,20,21,22,23,24
11	610(A)	4" CONCRETE SIDEWALK	SY	1440	20,23,24,25,45
12	610(B)	6" CONCRETE DRIVEWAY (ACCELERATED SET HIGHEARLY)	SY	906.2	19,20,22,23,24,25
13	610(SP)	DECOMPACTIVE AGGREGATE CONCRETE	CY	5	19,20,21,23
14	610(SP)	CURB RAMP	EA	23	20,23
15	611(I)	TACTILE WARNING DEVICE	SF	230	
16	612(SP)	VALVE BOXES ADJUST TO GRADE (ARL-1)	EA	2	27,28
17	612(SP)	METER CAN ADJUST TO GRADE (ARL-1)	EA	5	27,28
18	612(SP)	MANHOLE ADJUST TO GRADE (ARL-1)	EA	3	27,28
19	613(EE)	15" CORRUGATED POLYPROPYLENE PIPE (OPP)	LF	16	48,53,54
20	619(B)	REMOVAL OF EXISTING DRIVEWAYS	SY	821	10,21
21	619(B)	REMOVAL OF SIDEWALK	SY	55	10,21
22	619 (C)	SAWING PAVEMENT	LF	1500	10,21
23	641	MOBILIZATION	EA	1	
24	855(A)	TRAFFIC STRIPE (PLASTIC)(4" WIDE)	LF	360	36
25	880(A)	ARROW DISPLAY	SD	90	46
26	880(B)	SIGNS 6,26 TO 15 69 SF	SD	1350	37,38,46
27	880(C)	BARRICADES (TYPE III)	SD	360	37,38,46
28	880(E)	TYPE "A" WARNING LIGHT	SD	1890	38
29	880(E)	TYPE "C" WARNING LIGHT	SD	720	38
30	880(F)	DRUMS	SD	720	37,38,46
31	880(G)	TUBE CHANNELIZERS	SD	5400	37,46
32	SPECIAL	TYPE I PCC PATCH (PCAS-1,4)	CY	20	5,9,19,20,23,49,51
33	SPECIAL	TYPE I AC PATCH (PCAS-1,4)	CY	60	5,9,16,17,18,19,20,49
34	SPECIAL	URBAN DEVELOPMENT SIGN (UDS-1)	EA	1	
35	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	EA	1	
36	SPECIAL	OWNER ALLOWANCE	ALLOW	1	11,12,29,47



RAMP MAY BE CONSTRUCTED TO
DASHED EXTENTS, IF NECESSARY, TO
MAINTAIN 12:1 SLOPE (MAX.)

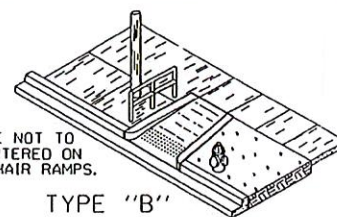
SIDEWALK MAY BE
WIDENED TO CONFORM
TO A.D.A. REQUIREMENTS

SIDEWALK MAY BE
WIDENED TO CONFORM
TO A.D.A. REQUIREMENTS

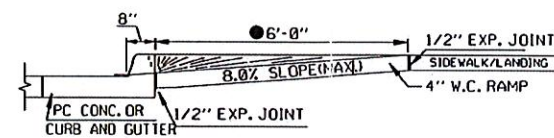
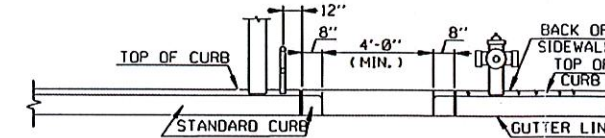
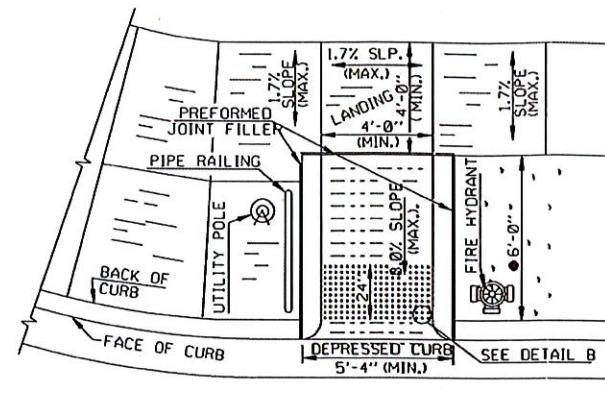


THE ABOVE EXAMPLES ARE TYPICAL ONLY AND ARE SHOWN TO ILLUSTRATE POSSIBLE RAMP TYPES, POSSIBLE RAMP LOCATIONS, POSSIBLE INLET LOCATIONS, AND HOW THE RAMP WILL BE DESIGNATED ON THE PLANS. CARE SHOULD BE EXERCISED TO ASSURE THAT MEDIAN RAMP AND CURB RAMP LINE UP, AND THAT RAMPS THROUGHOUT A PROJECT ARE LOCATED WITH SOME DEGREE OF UNIFORMITY. TYPE 'A' RAMPS SHOULD BE USED WHEREVER POSSIBLE.

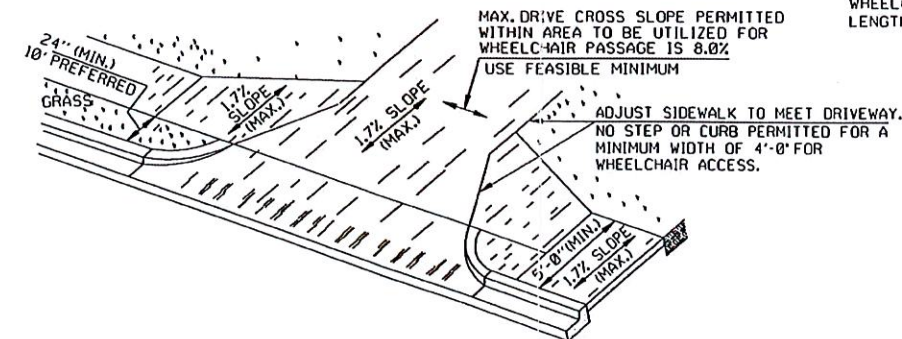
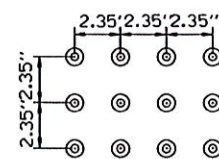
■ THICKNESS OF RAMP AND ADJACENT SIDEWALK SHALL BE A MINIMUM OF 4". AT ARTERIAL INTERSECTIONS THE THICKNESS OF THE RAMP AND SIDEWALK ADJACENT TO THE CURB RADIUS SHALL BE 8".



USE TYPE 'B' RAMP WHEN OBSTRUCTIONS, WHICH ARE NOT TO BE REMOVED, ARE ENCOUNTERED ON EITHER SIDE OF WHEELCHAIR RAMPS.



WHEELCHAIR RAMP PROFILES

TACTILE MARKERS
TRUNCATED DOMES

TACTILE WARNING DETAILS

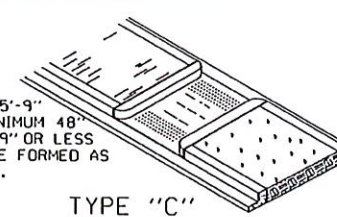
INSTALLATION NOTES

THE TRUNCATED DOME SURFACE SHALL CONTRAST VISUALLY WITH THE ADJOINING WALKING SURFACES.

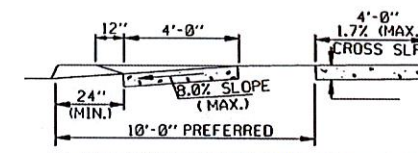
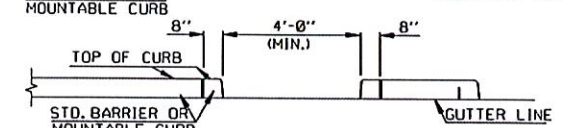
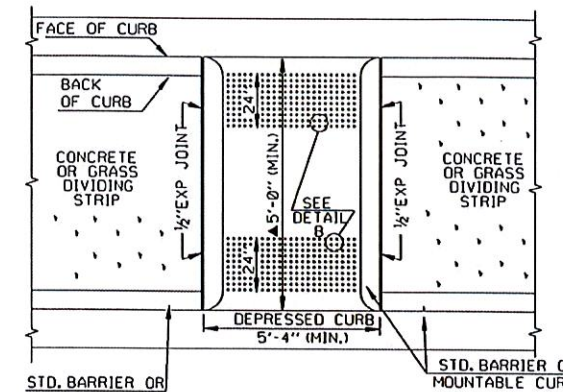
THE TRUNCATED DOMES SHALL BE:

- PRE-CAST CONCRETE PANELS WITH A NOMINAL THICKNESS OF 7/8 INCH TO 2 INCHES, AND A MINIMUM SIZE OF 12" X 16". 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
- OR
- FLANGED CAST IN PLACE GLASS AND CARBON REINFORCED COMPOSITE PANEL AS MANUFACTURED BY ADA SOLUTIONS
- OR
- DUCTILE IRON
- OR
- CAST IRON

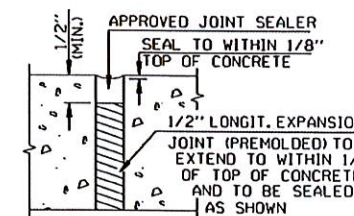
RETROFIT INSTALLATIONS WILL NOT REQUIRE EXISTING DEPRESSED CURBING TO BE REPLACED. A NOMINAL 6 TO 8 INCH SETBACK FROM FACE OF CURB SHALL BE ENFORCED FOR NEAR EDGE OF TACTILE DOWNS.



▲ FOR MEDIAN GREATER THAN 15'-9"
USE TYPE "B" RAMP WITH MINIMUM 48"
LANDING - IF MEDIAN IS 15'-9" OR LESS
(5'-0" MIN.) SIDES ARE TO BE FORMED AS
SHOWN IN THE DETAIL BELOW.



AT DRIVEWAY LOCATIONS, THE NORMAL 4'-0" SIDEWALK MUST BE SET BACK FROM CURB, OR A WIDER SIDEWALK (5'-0" TYP.) USED TO ASSURE WHEELCHAIR PASSAGE. WHEELCHAIR PASSAGE MUST BE AVAILABLE ON EXTENDED LENGTHS OF SIDEWALKS AT INTERVALS LESS THAN 200 FEET.

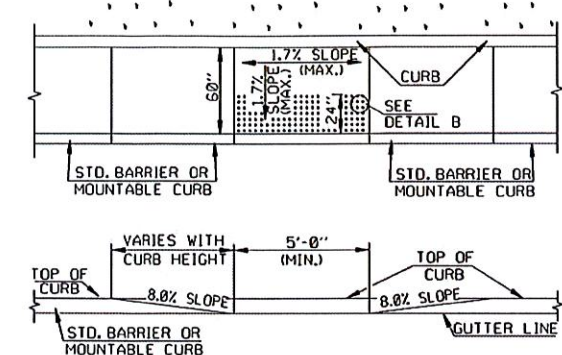
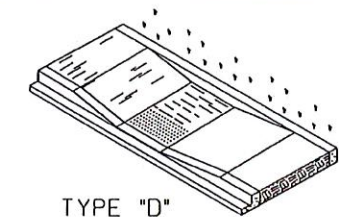


1/2" EXPANSION JOINT

JOINT FILLER SHALL MEET THE REQUIREMENTS
OF SECTIONS 701.08.A AND 701.08.B OF THE
2019 ODOT STANDARDS AND SPECIFICATIONS.

JOINT FILLER SHALL BE USED BETWEEN SIDEWALK
AND CURBS, WHEELCHAIR RAMPS, DRIVEWAYS,
STREETS, RETAINING WALLS, ETC.

CONTRACTION JOINT SPACED 5 FEET O.C. 1/2"
EXPANSION JOINT SPACED 25 FEET O.C. FILLER TO
BE 1/2" PREMOLDED BITUMINOUS FIBERBOARD 3/4"
DEEP, SEAL 1/2" DEEP WITH SELF-LEVELING
SILICONE. SLOPE TOWARD CURB OR DITCH AT 1/4" PER FT.

ELEVATION

GENERAL NOTES

1. RAMP DIMENSIONS SHOWN ARE BASED ON A CURB HEIGHT OF SIX INCHES. THE DIMENSIONS SHOULD BE ADJUSTED FOR OTHER CURB HEIGHTS. THE MAXIMUM PERMISSIBLE SLOPES OF THE WHEELCHAIR RAMPS IS 8.33% (12:1). RAMP SLOPE MAY BE 10:1 (MAX.) ALONG FACE OF TAPERED CURB.
2. TRANSVERSE GROOVING SHALL NOT BE USED ON RAMPS.
3. DRAINAGE STRUCTURES SHALL NOT BE PLACED IN LINE WITH THE RAMPS.
4. THE NORMAL GUTTER LINE PROFILE SHALL BE MAINTAINED THROUGH THE AREA OF THE RAMP WITH A 1.7% SLOPE (DESIGN MAX.). SEE NOTE NO. 10.
5. WHEELCHAIR RAMPS SHOULD BE LOCATED SO THAT THE RAMP WILL BE ON THE TRAFFIC APPROACH SIDE OF ANY OBSTACLE.
6. WHEELCHAIR RAMPS SHOULD BE BUILT AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE TYPE OF RAMP WILL BE DESIGNATED ON THE PLANS. IF A RAMP IS TO BE CONSTRUCTED AS A COMBINATION OF TWO TYPES (ONE SIDE TYPE A AND ONE SIDE TYPE B), THE RAMP SHALL BE DESIGNATED AS TYPE A-B.
7. PIPE RAILING CONSTRUCTION DETAILS, WHEN REQUIRED AT TYPE B WHEELCHAIR RAMPS, WILL BE SHOWN ON THE PLANS.
8. EXCAVATION, BACKFILL, EXPANSION JOINT MATERIAL, PIPE RAILING, SEALERS, AND OTHER RELATED MISCELLANEOUS ITEMS WILL NOT BE PAID FOR SEPARATELY BUT THE COST THEREOF SHALL BE INCLUDED IN THE COST OF THE SIDEWALK RAMP.
9. ALL FEATURES OF CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, SIDEWALKS, CURB RAMPS, AND CROSSWALK MARKINGS SHALL COMPLY WITH THE PROPOSED RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG). WHERE SPATIAL LIMITATIONS OR EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH PROWAG, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURE(S). THE CONTRACTOR SHALL NOT PROCEED WITH ANY ASPECT OF THE WORK WHICH IS NOT IN FULL COMPLIANCE WITH THE PROWAG WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF THE PROWAG, FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL, SHALL BE COLLECTED AT THE CONTRACTOR'S EXPENSE.
10. AGGREGATE BASE SHALL BE PAID FOR SEPARATELY AND ESTIMATED AT 2.4 C.Y. FOR EACH RAMP AT CORNER LOCATIONS.
11. WHEELCHAIR RAMPS SHALL BE PAID FOR BY EACH.
12. THE TRUNCATED DOMES WILL BE MEASURED AND PAID FOR BY THE SQUARE FOOT OF PANEL AREA. THE ROWS OF TRUNCATED DOMES SHALL ALIGN PERPENDICULAR OR RADIAL TO THE GRADE BREAK BETWEEN THE RAMP, LANDING OR BLENDED TRANSITION AND THE STREET.
13. PIPE RAILING SHALL BE PAID FOR BY THE LINEAR FOOT.
14. SIDEWALKS AND RAMPS SHALL MEET THE ADA ACCESSIBILITY TECHNICAL REQUIREMENTS AS SHOWN AT WWW.ACCESS-BOARD.COM/PROWAG/


CITY OF TULSA, OKLAHOMA
ENGINEERING SERVICES DEPARTMENT


STANDARD SIDEWALK RAMP

DATE: MARCH 2021

SID. 790

REVISION	BY	DATE


CITY ENGINEER


DESIGN MANAGER



CITY OF
Tulsa
A New Kind of *Energy*.™