

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
PROJECT NO. TMUA ES-2022-SOM4**

**CLEANING AND VIDEO INSPECTION
OF SANITARY SEWER SYSTEM**

ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY



Tulsa CITY OF
A New Kind of Energy™

Account Number: 7503356-531702

Water and Sewer Department
175 E. 2nd. Street
Tulsa, Oklahoma 74103
(918) 586-6965

CONTRACT DOCUMENTS

TULSA METROPOLITAN UTILITY AUTHORITY
PROJECT NO. TMUA ES-2022-SOM4

WATER AND SEWER DEPARTMENT

<u>INDEX TO BIDDING DOCUMENTS</u>	<u>PAGE</u>
NOTICE TO BIDDERS	NB-1-2
INSTRUCTION TO BIDDERS	IB-1-6
WORKING DAY CHART	WC-1
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
INTEREST AFFIDAVIT	IA-1
BUSINESS RELATIONSHIP AFFIDAVIT	BR-1
PROPOSAL	P-1-5
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
GENERAL CONDITIONS	1-20
SPECIFICATIONS	
TECHNICAL SPECIFICATIONS	
GENERAL SPECIFICATIONS	1-7
SANITARY SEWER CLEANING & VIDEO SPECIFICATIONS	1-10
CREEK CROSSING & MH REPAIR SPECIFICATIONS	1-5
CLEANING & VIDEO AT WATER/WASTEWATER FACILITIES	1-8
PROJECT SPECIFICATIONS	PS-1-5

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**NOTICE TO BIDDERS
SEALED BIDS FOR
TULSA METROPOLITAN UTILITY AUTHORITY
PROJECT NO. TMUA ES-2022-SOM4**

Notice is hereby given that pursuant to an order by the Tulsa Metropolitan Utility Authority, a Public Trust, 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 17th day of December, 2021** for furnishing all tools, materials and labor and performing the work necessary to hydraulically and mechanically clean and dispose of debris found in approximately 1,750,000 linear feet of sanitary sewer main.

**PROJECT NO. TMUA ES-2022-SOM4
Cleaning and Video Inspection of Sanitary Sewer
System**

The entire cost of the improvement shall be paid from Account No. 7503356-531702

A **MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, November 30th, 2021 at 9:30 a.m.** by joining the Go-To-Meeting Online from your computer, tablet or smart phone at <https://global.gotomeeting.com/join/277103157> or you can also dial in using your phone at 1-872-240-3412 using access code 277103157#. For more information concerning the proposed work, contact Debra Carr at (918)586-6965.

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

Bidders will be qualified for this project on an individual basis by submitting qualifications to the Collection Systems Manager, Sewer Operation and Maintenance, 9319 E 42 St. N., Tulsa, Oklahoma 74115, ten days prior to bid date.

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

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

The Authority, acting on behalf of the City of Tulsa, 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 Authority 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 Tulsa Metropolitan Utility Authority. See Contract Article IIB.

A Certified or Cashier's Check or Bidder's 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 Authority, 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, 175 E. 2nd Street, in said City at 9:00 a.m. on the **17th day of December, 2021.**

Dated at Tulsa, Oklahoma, this 12th day of November, 2021.

R. Louis Reynolds, Chairman
Tulsa Metropolitan Utility Authority

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 Tulsa Metropolitan Utility Authority, c/o City of Tulsa, 175 E. 2nd Street, Room 260, City Hall, Tulsa, Oklahoma identified on the outside with the words:

PROJECT NO. TMUA ES-2022-SOM4 CLEANING AND VIDEO INSPECTION OF SANITARY SEWER SYSTEM

Pre-qualification Certificate Number _____.

And shall be filed with the City Clerk, 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 a 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 Tulsa Metropolitan Utility Authority, Tulsa, Oklahoma, hereinafter referred to as the Authority. The bid security may be retained by and shall be forfeited to the Authority 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 Authority.

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 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 Tulsa Metropolitan Utility Authority reserves the right to reject any and all bids when such rejection is in the best interest of the Authority. All bids are received subject to this stipulation and the Authority 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 Authority and the Contractor that is based on his bid, null and void: divulging the information in said sealed bid to any person, other than those having a financial interest with him 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 Authority 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 Authority upon any debt of contract, or in default as surety or otherwise upon any obligation to the Authority.

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. 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 drawings, specifications, or other proposed contract documents he may submit to the Engineer a written request for an 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 Authority 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 facilities, the availability and cost of 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 Authority 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, extensions of time, and liquidated damages.

B-11. QUALIFICATION OF BIDDERS.

No bid will be received and filed by the Authority 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 Authority 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 Authority in an amount equal to one hundred percent (100%) of the contract price.

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

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 listed 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 Authority 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 of action or claim against the Authority 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 Authority by formal recorded action and for good cause shown, provides for a reasonable extension of 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 a contract for the construction of a public improvement 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. VENDOR 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 is based on the equipment specified. Proposed substitutions will be considered only after award. The vendors and subcontractors listed on the questionnaire shall be used on the project unless otherwise adjusted by rejection of proposed substitution. No changes in the vendor and subcontractor list will be permitted unless prior consent is obtained from the Engineer.

B-21. ENVIRONMENTAL PROTECTION AGENCY NPDES REQUIREMENTS.

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.

WORKING DAYS

The calendar days in this contract have been established based on the average number of working days each month from the chart below:

January	9
February	9
March	12
April	15
May	15
June	15
July	15
August	15
September	15
October	15
November	15
December	10
Total	160 days

This chart is based on 5 working days per week.

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.

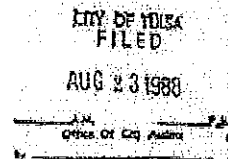
SECTION 2. Definitions. The definitions of certain terms used in this resolution are as follows:

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.



- 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 improvement 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.

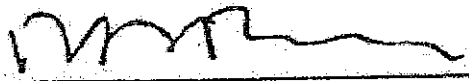
SECTION 7. Effect Date. This resolution shall take effect as of July 1, 1988.

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 TOLEDO
FILED

AUG 23 1988

Office of the City Auditor
By _____

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

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

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

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

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

Company: _____

Signed: _____

Title

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMISSION NO.:

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.:

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.

(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.:

**PROPOSAL
PROJECT NO. TMUA ES-2022-SOM4**

TO: TULSA METROPOLITAN UTILITY AUTHORITY
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 550 calender 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. TMUA ES-2022-SOM4
CLEANING AND VIDEO INSPECTION OF
SANITARY SEWER SYSTEM**

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	DATA INPUT UNIT PRICE	AMOUNT
0.1	LOCATE AND INSPECT MANHOLE (for each manhole located and inspected)	EA	25		
0.2	IDENTIFY CREEK CROSSING (for each creek crossing identified and inspected)	EA	50		
0.3	RESET/REPLACE CASTING AND LID (for each manhole or lamphole)	EA	50		
0.4	RAISE/REPAIR LAMPHOLE TO GRADE (for each Lamphole)	EA	50		
0.41	RAISE MANHOLE TO GRADE (for each inch) (Small raises less than 12" per manhole)	IN	150		
0.42	RAISE MANHOLE TO GRADE (for each foot) (Medium raises for 12" to 3.4' per manhole)	FT	100		
0.43	RAISE MANHOLE TO GRADE (for each foot) (Large raises over 3.4' per manhole)	FT	100		
0.5	INVERT AND TROUGH REHABILITATION (for each manhole)	EA	10		
0.51	MOBILIZATION TO RAISE/REPAIR MANHOLES/LAMPHOLES (outside of cleaning area)	EA	5		
0.6	CLEAN 6" DIAMETER PIPE (for each linear foot)	LF	1,000		
0.8	CLEAN 8" DIAMETER PIPE (for each linear foot)	LF	1,468,000		
1.0	CLEAN 10" DIAMETER PIPE (for each linear foot)	LF	70,000		
1.2	CLEAN 12" DIAMETER PIPE (for each linear foot)	LF	62,000		
1.4	CLEAN 14" DIAMETER PIPE (for each linear foot)	LF	1,000		
1.5	CLEAN 15" DIAMETER PIPE (for each linear foot)	LF	20,000		
1.6	CLEAN 16" DIAMETER PIPE (for each linear foot)	LF	11,000		
1.8	CLEAN 18" DIAMETER PIPE (for each linear foot)	LF	25,000		
2.0	CLEAN 20" DIAMETER PIPE (for each linear foot)	LF	5,000		
2.1	CLEAN 21" DIAMETER PIPE (for each linear foot)	LF	18,000		
2.2	CLEAN 22" DIAMETER PIPE (for each linear foot)	LF	3,000		
2.4	CLEAN 24" DIAMETER PIPE (for each linear foot)	LF	19,000		
2.7	CLEAN 27" DIAMETER PIPE (for each linear foot)	LF	4,000		
2.8	CLEAN 28" DIAMETER PIPE (for each linear foot)	LF	1,000		
3.0	CLEAN 30" DIAMETER PIPE (for each linear foot)	LF	15,000		
3.6	CLEAN 36" DIAMETER PIPE (for each linear foot)	LF	7,000		
4.2	CLEAN 42" DIAMETER PIPE (for each linear foot)	LF	1,000		
4.8	CLEAN 48" DIAMETER PIPE (for each linear foot)	LF	6,000		
5.4	CLEAN 54" DIAMETER PIPE (for each linear foot)	LF	9,000		

6.0	CLEAN 60" DIAMETER PIPE (for each linear foot)	LF	3,000		
6.6	CLEAN 66" DIAMETER PIPE (for each linear foot)	LF	1,000		
10.0	EMERGENCY MOBILIZATION FOR HEAVY CLEANING/DEBRIS REMOVAL	EA	5		
10.1	HEAVY CLEANING/DEBRIS REMOVAL 6"-21" DIA PIPE (for each linear foot)	LF	1,000		
10.2	HEAVY CLEANING/DEBRIS REMOVAL 24"-36" DIA PIPE (for each linear foot)	LF	1,000		
10.3	HEAVY CLEANING/DEBRIS REMOVAL 42"-66" DIA PIPE (for each linear foot)	LF	1,000		
11.0	Emergency Mobilization for Video Inspect and Investigation Clean & Video Inspect	EA	5		
12.1	VIDEO INSPECT 6"-12" DIAMETER PIPE (for each linear foot)	LF	475,000		
12.2	VIDEO INSPECT 14"-24" DIAMETER PIPE (for each linear foot)	LF	20,000		
12.3	VIDEO INSPECT 27"-36" DIAMETER PIPE (for each linear foot)	LF	18,000		
12.4	VIDEO INSPECT 42"-66" DIAMETER PIPE (for each linear foot)	LF	7,000		
12.5	INVESTIGATIVE CLEAN & VIDEO INSPECT 6"-12" DIA PIPE (for each linear foot)	LF	2,000		
12.6	INVESTIGATIVE CLEAN & VIDEO INSPECT 15"-18" DIA PIPE (for each linear foot)	LF	1,500		
12.7	INVESTIGATIVE CLEAN & VIDEO INSPECT 20"-24" DIA PIPE (for each linear foot)	LF	1,500		
12.8	INVESTIGATIVE CLEAN & VIDEO INSPECT 27"-36" DIA PIPE (for each linear foot)	LF	1,000		
12.9	INVESTIGATIVE CLEAN & VIDEO INSPECT 42"-66" DIA PIPE (for each linear foot)	LF	1,000		
20.0	Mobilization for Miscellaneous Structure Cleaning within 48 hours (1 per each job)	EA	5		
20.1	Emergency Mobilization for Miscellaneous Structure Cleaning within 4 hours (1 per each job)	EA	1		
20.2	Misc. Structure Cleaning Regular Hours (per regular hour)	HR	5		
20.3	Misc. Structure Cleaning Overtime Hours (per overtime hour)	HR	2		
20.4	Misc. Structure Cleaning Premium Overtime Hours (per premium overtime hour)	HR	2		
20.5	Misc. Structure Heavy Cleaning Regular Hours (per regular hour)	HR	5		
20.6	Misc. Structure Heavy Cleaning Overtime Hours (per overtime hour)	HR	2		
20.7	Misc. Structure Heavy Cleaning Premium Overtime Hours (per premium overtime hour)	HR	2		
21.0	Mobilization for Facility Pipe or Weepholes Cleaning within 48 hours (1 per each job)	EA	1		
21.1	Emergency Mobilization for Facility Pipe or Weepholes Cleaning within 4 hours (1 per each job)	EA	1		
21.2	Clean Facility Pipe or Weepholes, Regular Hours (per regular hour)	HR	4		
21.3	Clean Facility Pipe or Weepholes, Overtime Hours (per overtime hour)	HR	2		

21.4	Clean Facility Pipe or Weepholes, Premium Overtime Hours (per premium overtime hour)	HR	2		
22.0	Mobilization for Video Inspection Misc. Structures within 48 hours (1 per each job)	EA	1		
22.1	Emergency Mobilization for Video Inspect Misc. Structure within 4 hours (1 per each job)	EA	1		
22.2	Video Inspect Misc. Structure Regular Hours (per regular hour)	HR	2		
22.3	Video Inspect Misc. Structure Overtime Hours (per overtime hour)	HR	2		
22.4	Video Inspect Misc. Structures Premium Overtime Hours (per premium overtime hour)	HR	2		
23.0	Mobilization for Video Inspect Facility Pipe or Weepholes within 48 hours (1 per each job)	EA	1		
23.1	Emergency Mobilization for Video Inspect Facility Pipe or Weepholes within 4 hours (1 per each job)	EA	1		
23.2	Video Inspect Facility Pipe or Weepholes Regular Hours (per regular hour)	HR	2		
23.3	Video Inspect Facility Pipe or Weepholes Overtime Hours (per overtime hour)	HR	2		
23.4	Video Inspect Facility Pipe or Weephole Premium Overtime Hours (per premium overtime hour)	HR	2		
24.0	Confined Space Entry, Regular Hours Self-Contained Breathing Apparatus (per entrant per hour)	HR	5		
24.1	Confined Space Entry, Overtime Hours Self-Contained Breathing Apparatus (per entrant per hour)	HR	2		
24.2	Confined Space Entry, Premium Overtime Hours Self-Contained Breathing Apparatus (per entrant per hour)	HR	2		
24.3	Confined Space Entry, Regular Hours Cascade-Type Breathing System (per entrant per hour)	HR	2		
24.4	Confined Space Entry, Overtime Hours Cascade-Type Breathing System (per entrant per hour)	HR	2		
24.5	Confined Space Entry, Premium Overtime Hours Cascade-Type Breathing System (per entrant per hour)	HR	2		
25.0	Support Personnel for Facility Cleaning or Video Insp. (per regular manhour)	HR	5		
25.1	Support Personnel for Facility Cleaning or Video Insp. (per overtime manhour)	HR	5		
25.2	Support Personnel for Facility Cleaning or Video Insp. (per premium overtime manhour)	HR	5		
26.0	Trip Charge for Cleaning Equipment (per mile traveled outside City limits)	MI	5		
26.1	Trip Charge Video Inspection Equipment (per mile traveled outside City limits)	MI	5		
26.2	Trip Charge for Disposal of Debris (per mile traveled roundtrip to and from Water/Wastewater Facility and disposal site)	MI	5		
27.0	Plant Debris Disposal & Specialty Equipment Allowance	Allow	1	\$2,000.00	\$2,000.00
TOTAL					

TOTAL BASE BID

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: _____

The undersigned acknowledge 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."

TULSA METROPOLITAN UTILITY AUTHORITY

9319 E. 42nd Street North

Tulsa, Oklahoma 74115

RE; TULSA METROPOLITAN UTILITY AUTHORITY PROJECT NO. TMUA ES-2022-SOM4

To Whom It May Concern:

The vendor of materials and supplies under the above referenced contract is hereby authorized to invoice the Tulsa Metropolitan Utility Authority (TMUA), 9319 E. 42nd Street North, Tulsa, OK, 74115, for all materials and supplies purchased under the above contract, noting any contract discount and omitting all sales taxes. All invoices shall include the contract number and the name of the contractor ordering the materials or supplies.

Upon receipt the Tulsa Metropolitan Utility Authority will pay the invoice, in accordance with its terms and conditions, as money is due the Contractor.

This letter of authorization expires.

CITY OF TULSA

Shawn Glen, Division Manager
Water and Sewer Department
Sewer Operations & Maintenance

SG:lw

STED-1

EXTENSION OF TIME REQUEST

(to be submitted with each partial payment application)

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

DESCRIPTION OF CONTRACT: _____

EXTENSION OF CONTRACT TIME REQUIRED: YES _____ NO _____

TOTAL OF EXTENSION TIME REQUIRED: _____

IF YES, GIVE REASON: _____

SIGNATURE-CONTRACTOR

CONSULTING ENGINEER OR
DEPARTMENT OF PUBLIC WORKS STAFF RECOMMENDATION

APPROVED: _____ REJECTED: _____

REASON: _____

SIGNATURE

DATE

Action will be taken within 30 days from receipt of Request. A formal Change Order to the Tulsa Metropolitan Utility Authority will be required to consummate the Extension of Time Request.

CONTRACT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

TULSA, OKLAHOMA

THIS CONTRACT made and entered into this ____ day of _____, 20__, by and between __, an (list state)_____ (Corporation or Limited Liability Company) of __, Oklahoma hereinafter called the "CONTRACTOR", and the TULSA METROPOLITAN UTILITY AUTHORITY, Tulsa, Oklahoma, a Public Trust, herein called the "Authority".

WITNESSETH:

WHEREAS, the Authority 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 the Contract, all of which is hereby designated as:

PROJECT NO. TMUA ES-2022-SOM4 CLEANING AND VIDEO INSPECTION OF SANITARY SEWER SYSTEM

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

WHEREAS, the Authority, 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, superintendence, 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 Conditions, 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 Authority's official award of this Contract to the said Contractor, such award being based on the acceptance by the Authority of the Contractor's bid, or part thereof, as follows:

**PROJECT NO. TMUA ES-2022-SOM4 CLEANING AND VIDEO INSPECTION OF
SANITARY SEWER SYSTEM**

ARTICLE II. That the Authority 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 Conditions.

ARTICLE IIA. All materials and supplies to be purchased under the terms of this contract shall be ordered by the Contractor from the vendor or supplier who shall be directed to invoice the Tulsa Metropolitan Utility Authority direct. The invoice shall reflect any contractor discount and no sales tax shall be added. The invoice will be paid direct by the Tulsa Metropolitan Utility Authority in accordance with the terms and conditions of the invoice (Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140). The monies paid direct by Tulsa Metropolitan Utility Authority to the vendor or supplier shall be deducted from the total contract price. The Contractor shall accept delivery and be responsible for and shall warrant and hold the Authority harmless for the safety and security of all of the materials and supplies furnished for the project under this contract.

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the Authority 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: 550 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 Authority and the Contractor hereto have set their hands and seals, respectively, this ____ day of _____, 20____.

APPROVED AS TO SUBSTANCE:

City Engineer Date: _____

TULSA METROPOLITAN UTILITY AUTHORITY, a Public Trust

By:

Chairman Date: _____

ATTEST:

Secretary Date: _____

APPROVED AS TO FORM:

Attorney for the Trust Date: _____

CONTRACTOR

By: _____

Print Name: _____

Title Date: _____ Title Date: _____

ATTEST:

Corporate Secretary

(SEAL)

AFFIDAVIT

STATE OF _____)
)ss
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath that
(s)he is the agent authorized by the Contractor to submit the above Contract to the Tulsa
Metropolitan Utility Authority, Tulsa, Oklahoma.

Signature

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

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 Tulsa Metropolitan Utility Authority, Tulsa, Oklahoma, (hereinafter called the "Authority"), in the penal sum of (full amount of the Contract), _____ lawful money of the United State, for the payment of which, well and truly to be made unto the said Authority, we bind ourselves, our heirs, executors, engineers, 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 _____ 20____, entered into a written contract with the Tulsa Metropolitan Utility Authority, Tulsa, Oklahoma, for furnishing all materials, labor, tools, equipment, and transportation necessary for:

PROJECT NO. TMUA ES-2022-SOM4 CLEANING AND VIDEO INSPECTION OF SANITARY SEWER SYSTEM

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 Authority 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 Authority 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 Authority.

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: _____
Title: _____ Title: Corp. Sec.

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: _____
Attorney for the Tulsa Metropolitan
Utility Authority

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 _____, 20____ designated and shown as **TMUA ES-2022-SOM4** for the construction of certain public improvements consisting of **Cleaning and Video Inspection of the Sanitary Sewer System** 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 Tulsa Metropolitan Utility Authority.

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 Tulsa Metropolitan Utility Authority and 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 charge, 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.

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: _____
Title: _____ Title: Corp. Sec.

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

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

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Date: _____
Attorney for the Tulsa Metropolitan
Utility Authority

APPROVED AS TO FORM:

City Attorney Date

City Clerk Date

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 Tulsa Metropolitan Utility Authority, in the Penal sum of _____ (full amount of Contract) in lawful money of the United State of America for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs executors, engineers, 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 Tulsa Metropolitan Utility Authority dated the _____ day of _____, 20____, for

**PROJECT NO. TMUA ES-2022-SOM4 CLEANING AND VIDEO INSPECTION OF
SANITARY SEWER SYSTEM**

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

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Tulsa Metropolitan Utility Authority, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year for all projects, from and after acceptance of said project by the Tulsa Metropolitan Utility Authority 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 Tulsa Metropolitan Utility Authority harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

CONTRACTOR (Principal)

BY:

ATTEST: (S E A L)

Date: _____

Title:

Date: _____

Title: Corp. Sec.

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:

Attorney for the Tulsa Metropolitan
Utility Authority

Date: _____

APPROVED AS TO FORM:

City Attorney

Date

City Clerk

Date

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 Conditions

GENERAL CONDITIONS OF CONTRACT
TABLE OF CONTENTS

Section	Title
GC-1	Scope
GC-2	Contract Documents
GC-3	Definitions
GC-4	Modifications and Alterations
GC-5	Drawings To Be Furnished By the Contractor
GC-6	Contractor's Business Address
GC-7	Contractor's Risk and Responsibility
GC-8	Assignment and Subletting of Contract
GC-9	Contractor's Representatives
GC-10	Contractor and his Employees
GC-11	Contractor's Right of Protest
GC-12	Insurance and Bonds
GC-13	Time for Completion
GC-14	Extensions of Time
GC-15	Authority's Representative's Powers and Duties
GC-16	Authority's Right of Inspection
GC-17	Suspension of Work on Notice
GC-18	Quality of Workmanship
GC-19	Saturday, Sunday, Holiday, and Night Work
GC-20	Laws and Ordinances
GC-21	Taxes and Permits
GC-22	Protection of Property
GC-23	Patent Rights
GC-24	Defense of Suits
GC-25	Removal of Condemned Materials and Structures
GC-26	Extra Work
GC-27	Payment for Contractor's Plant and Miscellaneous Temporary Work
GC-28	Basis of Payment for Items of Work
GC-29	Payments
GC-30	Contractor Reimbursement for Surety Bond
GC-31	Release of Liability and Acceptance
GC-32	Right of Authority to Terminate Contract
GC-33	Administrative Cost and Fees
GC-34	Payment or Acceptance not a Waiver by Authority
GC-35	Contractor's Obligation after Acceptance
GC-36	Notices
GC-37	Relation to other Contractors
GC-38	Partial Occupancy and Use

GENERAL CONDITIONS OF CONTRACT

GC-1. SCOPE:

The Contract stipulations which follow are general in scope and may refer to conditions which will not be encountered in the performance of the work included in this Contract, and which are not applicable thereto. Any requirements, provisions, or other stipulations of these General Conditions which pertain to a nonexistent condition, and are not applicable to the work to be performed hereunder, shall have no meaning in the Contract.

The specifications and drawings are intended to supplement, but not necessarily duplicate each other. Together they constitute one (1) complete set of specifications and drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer.

Should anything be omitted from the specifications and drawings which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall request written clarification from the Engineer before proceeding with the construction affected by such omissions or discrepancies.

GC-2. CONTRACT DOCUMENTS:

It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Contract, Statutory Bond, Performance Bond, Maintenance Bond, Power of Attorney, Certificates of Insurance, General Conditions, Specifications, Drawings, Addenda and duly authorized Change Orders, together with any and all supplementary drawings furnished by the Engineer as and when required to make clear and to define in greater detail the intent of the contract, drawings, and specifications, other drawings, specifications, and engineering data furnished by the Contractor (when accepted by the Engineer), and instructions furnished by manufacturers of equipment for the installation thereof, are each and all included in this Contract, and the work shall be done in full compliance and accord therewith.

GC-3. DEFINITIONS:

Any word, phrase, or other expression defined in this paragraph and used in these Contract Documents shall have the meaning herein given:

1. "Contract" or "Contract Documents" shall include all of the documents and drawings mentioned in Paragraph GC-2.
2. "Authority" shall mean the Tulsa Metropolitan Utility Authority, Tulsa County, Oklahoma, a Public Trust.

3. "Contractor" shall mean the entity named and designated in the Contract who has entered into this Contract to perform the work covered thereby, and its, his, or their duly authorized agents and other legal representatives.

4. "Engineer" shall mean the Superintendent of Water Plant or Sewer Plant, or the Architect or Engineers who have been designated, appointed, or employed by the Authority and Superintendent of Water Plant or Sewer Plant for this project, or their duly authorized agents; such agents acting within the scope of the particular duties entrusted to them in each case.

5. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Engineer, limited in each case to the particular duties entrusted to him or them.

6. "Surety" shall mean any entity that executes, as surety, the Contractor's performance bond, maintenance bond, and statutory bond securing the performance of this Contract.

7. "Drawings" shall mean and include all drawings prepared by the Authority as a basis for proposals; all drawings submitted by the successful bidder with his proposal and by the Contractor to the Authority, when and as accepted by the Engineer, and all drawings submitted by the Authority to the Contractor during the progress of the work as provided herein.

8. "Subcontractor" shall mean a person, firm or corporation to whom any portion of this work has been sublet by the Contractor.

9. "Work" shall mean the task to be performed, necessary for the fulfillment of this Contract.

10. "Unit Price" shall mean the cost per specified unit of measurement of work and/or material.

11. "Lump Sum" shall mean the price of an item of work including all things necessary to complete the item as shown on the drawings and specifications. Such an item is not measured in units but is defined by description.

GC-4. MODIFICATIONS AND ALTERATIONS:

In executing the Contract, the Contractor agrees that the Authority shall have the right to make such modifications, changes, and alterations as the Authority may see fit, in the extent or plan of the Work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of construction thereof, without affecting the validity of the Contract or the liability of the Sureties upon the performance of this Contract or the Statutory Bond.

Where any modification, change, or alteration increases the quantity of Work to be performed, and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of work actually done, either at Unit Prices included in the Contract, or in the absence of such unit, as extra Work. Modifications and alterations which reduce the quantity of Work to be done shall not constitute a claim for damages or for anticipated profits on Work involved in such reduction.

The Engineer shall determine, on an equitable basis, the amount of credit due the Authority for Work not performed as a result of modifications or alterations authorized hereunder; where the value of the omitted Work is not fixed by Unit Prices in the Contract; allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials and equipment required for use on the Work as actually built; and any other adjustment of the Contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. In this respect, such determination shall be final and binding only when approved by the Superintendent of Water Plant or Sewer Plant.

GC-5. DRAWINGS TO BE FURNISHED BY CONTRACTOR:

The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the specifications; drawings of equipment and devices, offered by the Contractor for review by the Engineer shall be in sufficient detail to show adequately the construction and operation thereof; drawings of essential details of any change in design or construction proposed for consideration of the Engineer, by the Contractor in lieu of the design or arrangement required by the Contract or any item of extra work thereunder. The Contractor shall submit to the Engineer, the required number of each copy of such drawing for the Engineer's review. After review by the Engineer, all such drawings shall become a part of the Contract Documents and the work or equipment shown thereby shall be in conformity therewith unless otherwise required by the Authority.

The Engineer's check and acceptance of drawings submitted by the Contractor will be for, and will cover, only general conformity to the plans and specifications and will not constitute a blanket acceptance of all dimensions, quantities, and details of the material or equipment shown; nor shall such acceptance relieve the Contractor of his responsibility for errors contained in such drawings.

GC-6. CONTRACTOR'S BUSINESS ADDRESS:

The business address of the Contractor given in the bid or proposal upon which this Contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivery at the above named address, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing. Such address may be changed at any time by a written instrument, executed by the Contractor and delivered to the Engineer. Nothing contained herein shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

GC-7. CONTRACTOR'S RISK AND RESPONSIBILITY:

The performance of the Contract and the Work is at the risk of the Contractor until the final acceptance thereof and payment therefor. The Contractor shall take all responsibility of the Work, and shall bear all losses resulting because of the amount or character of the Work, or because the nature of the land in or on which the Work is done is different from what is assumed or expected, or on account of the weather, floods, fire, windstorm, or other actions of the elements, or any cause or causes, whatsoever, for which the Authority is not responsible. If the Work or any part or parts thereof is destroyed or damaged from any of the aforesaid causes, the Contractor, at his own cost or expense, shall restore the same or remedy the damage.

The Contractor shall, in a good and workmanlike manner, perform all Work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as otherwise expressly specified, necessary or proper to perform and complete all Work required by the Contract within the time herein specified, in accordance with the provisions of these Contract Documents and Drawings of the Work covered by this Contract, and any and all supplemental Drawings. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract, and shall complete the entire Work to the satisfaction of the Engineer and of the Authority.

GC-8. ASSIGNMENT AND SUBLETTING OF CONTRACT:

The Contractor shall give his personal attention to the fulfillment of this Contract, and shall not let, assign or transfer it or his right, title, or interest in any part thereof, by attorney or otherwise, or sublet any part of the Work to any other person without the prior consent of the Authority in writing.

Should any Subcontractor fail to perform his Work in a satisfactory manner, his subcontract shall be immediately terminated by the Contractor upon notice from the Authority. The Contractor shall be fully responsible to the Authority for the acts and omissions of his Subcontractor and of persons either directly or indirectly employed by his Subcontractor. Nothing contained in these Contract Documents shall create any contractual relation between any Subcontractor and the Authority.

GC-9. CONTRACTOR'S REPRESENTATIVES:

The Contractor shall designate a person on the Work to represent him when absent from the Work site.

GC-10. CONTRACTOR AND HIS EMPLOYEES:

The Contractor shall employ competent foremen, experienced mechanics, and others skilled in the several parts of the Work in this Contract and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Contractor's employees directly employed to perform the Work shall not be paid less than the prevailing minimum wage scale.

Necessary sanitary conveniences for the use of employees on the job site, properly secluded from public observation, shall be provided and maintained by the Contractor. The construction and location of the facility and disposal of the contents shall comply with all laws of the City and State, relating to health and sanitation regulations.

GC-11. CONTRACTOR'S RIGHT OF PROTEST:

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any record or ruling of the Engineers to be unfair, he shall, immediately upon such Work being demanded or such record or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the Work or to conform to the record or ruling, and within ten (10) days after the date of receipt of written instructions or decision, he shall file a written protest with the Engineer, stating clearly and in detail the basis of his objections. Except for such protests and objections made of record in the manner herein specified and within the time stated, the records, rulings, or decisions of the Engineer shall be final and conclusive.

GC-12. INSURANCE AND BONDS:

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 Tulsa Metropolitan Utility Authority as the assured, issued by the same insurance company as the Contractor's liability coverage and indemnifying the Authority 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 the 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 Authority 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 Authority 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 Authority.

GC-13. TIME FOR COMPLETION:

The Work shall commence within ten (10) days from and after the date of a written order from the Authority. The Contractor agrees that the Work shall be performed regularly, diligently, and uninterruptedly at a uniform rate of progress so as to insure completion within the number of days after the day on which the work order is issued. If the Contractor fails to complete all Work within the time specified, then the Contractor agrees to pay the Authority, 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 beyond the date on which the work was to be completed. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Authority would sustain in such event. It is expressly understood and agreed that the said time for the completion of the Work described herein is a reasonable time for the completion of the same.

The Contractor shall commence work within twenty-four (24) hours of traffic control devices being established at the project location. If the Contractor fails to commence work within twenty-four (24) hours of traffic control devices being established at the project location, then the Contractor agrees to pay the Authority, not as a penalty, but as liquidated damages the sum of **One Thousand Dollars (\$1000.00)** per lane for each day of failure to commence work after the specified time set forth. The amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage the Authority would sustain in such event.

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.

The Contractor will be required to provide a full-time, onsite English speaking superintendent for this Work for direct contact with Authority and coordination of Subcontractors. A working foreman is not acceptable as a work 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 decisions. If the Contractor fails to provide a non-working superintendent on a day when Work is being performed the Contractor agrees to pay the Authority, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars (\$1000.00)** for each and every calendar day it fails to provide a non-working superintendent at the Work site. This amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Authority would sustain in such event.

It is further agreed that time is of the essence as to 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.

Failure to complete the Work within the specified time, as set forth in the Contract, may be grounds for disqualification for future consideration for contracts with the Authority.

Final acceptance of the Work is defined as the completion of the Work and the Contractor moving off the project site. No defined or additional Work is needed.

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

GC-14. EXTENSIONS OF TIME:

Should the Contractor be delayed in the final completion of the Work by any act or neglect of the Authority or Engineer, or any employee of either, or strikes, injunctions, fire, or other causes outside of and beyond the control of the Contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, shall be granted by the Authority, provided, however, that the Contractor shall give the Authority and the Engineer notice in writing of the cause of each delay on the "Extension of Time Request" form enclosed in these documents, and agrees that any such claim shall be fully compensated for by an extension of time to complete

performance of the Work.

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.

Extensions of time will not be granted for delays caused by unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to insure delivery when needed. Any extension of time granted by the Authority shall not release the Contractor and Surety herein from the payment of liquidated damages as provided in the General Conditions of this Contract, for a period of time not included in the original Contract or the time extension, as herein provided.

In no event shall the Authority be liable or responsible to the Contractor, Surety, or any person for or on account of any stoppage or delay of Work herein provided for by injunction or any other kind of legal, equitable proceedings, or from or by or on account of any delay from any other cause whatsoever.

GC-15. ENGINEER'S POWERS AND DUTIES:

The Engineer will provide general administration of the Contract, including performance of the functions hereinafter described.

The Engineer will be the Authority's representative during construction and until final payment. The Engineer will have authority to act on behalf of the Authority to the extent provided herein unless otherwise modified by written instrument, which will be shown to the Contractor. The Engineer will advise and consult with the Authority, and all of the Authority's instructions to the Contractor shall be issued through the Engineer. Nothing contained in the Contract documents shall create any contractual relationship between the Engineer and the Contractor.

The Engineer shall at all times have access to the Work as provided elsewhere herein. The Engineer will make periodic visits to the Work site to familiarize himself generally with the progress and quality of the Work and to determine in general whether the Work is proceeding in accordance with the Contract. On the basis of his on-site observations as Engineer, he will keep the Authority informed of the progress of the Work and will endeavor to guard the Authority against defects and deficiencies in the Work caused by the Contractor. The Engineer will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract. Based on such observations and the Contractor's applications for payment, the Engineer will determine the amounts owing to the Contractor and will issue certificates for payment in amounts as provided elsewhere herein.

The Engineer may provide one or more full-time project representatives to assist the

Engineer in carrying out his responsibilities at the Work site. The duties, responsibilities and limitations of authority of the Engineer as the Authority's representative during construction as set forth herein will not be modified or extended without written consent of the Authority, the Contractor and the Engineer.

The Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

The Engineer shall decide the meaning and intent of any portion of the specifications, and of any plans or Drawings, where the same are found to be obscure or be in dispute; he shall have the right to correct any errors or omissions therein when such corrections are necessary to further the intent of said specifications, plans or Drawings; the action of such correction shall be effective from the date that the Engineer gives due notice thereof.

Any differences or conflicts which may arise between the Contractor and other contractors with the Authority in regard to their work shall be adjusted as determined by the Engineer.

Neither the Engineer's authority to act under this article or elsewhere in the Contract nor any decision made by the Engineer in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

Whenever in the Contract the terms "as ordered", "as directed", "as required", "as allowed", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used, to describe requirements, direction, review or judgement of the Engineer as to the Work, it is intended that such requirement, direction, review, or judgement will be solely to evaluate the Work for compliance with the Contract (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of this General Condition.

GC-16. AUTHORITY'S RIGHT OF INSPECTION:

The Authority shall appoint or employ such engineers or inspectors as the Authority may deem proper to inspect the materials furnished and the work performed, and to determine whether said materials are furnished and work is performed in accordance with the Drawings and specifications therefor. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Inspectors, for the proper inspection and examination of the Work and all parts thereof, even to the extent of uncovering or taking out portions of finished Work. Should the Work thus exposed or examined prove satisfactory, the uncovering or removing and the replacing of the covering or the making good of the parts removed shall be paid for by the Authority; however should the Work exposed or examined prove unsatisfactory, the uncovering,

taking out, replacing, and making good shall be at the expense of the Contractor.

Such inspection shall not relieve the Contractor of any obligation to perform said Work strictly in accordance with the Drawings and specifications or any modifications thereto as herein provided, and the Work not so constructed shall be removed and made good by the Contractor at his own expense, and free of all expense to the Authority, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection.

GC-17. SUSPENSION OF WORK ON NOTICE:

The Contractor shall delay or suspend the progress of the Work or any part thereof whenever he shall be so required by written order of the Authority or Engineer, and for such period of time as it or he shall require. Any such order of the Authority or Engineer shall not modify or invalidate in any way the provisions of this Contract.

GC-18. QUALITY OF WORKMANSHIP:

All workmanship shall be the best possible, both as to material and labor, that could be demanded by these Contract Documents, or if no specific description is given, it is understood that the best quality is required.

GC-19. SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK:

No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on Saturday, Sunday, or legal holidays without the written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done, or of equipment, or in the case of an emergency. Allowable working times within secured facilities may be adjusted by Engineer as necessary to facilitate established operational shift schedules.

GC-20. LAWS AND ORDINANCES:

The Contractor shall keep himself fully informed of all existing and current regulations of the City, county, state and national laws which in any way limit or control the actions or operations of those engaged upon the Work, or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all applicable ordinances, laws, and regulations, and shall protect and indemnify the Authority and the Authority's employees officers and agents against any claims or liability arising from or based on any violations of the same.

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.

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 Contractor conduct any activity, which it deems to not be in compliance with the ADA.

GC-21. TAXES AND PERMITS:

Unless otherwise specified in these Contract Documents, the Contractor shall pay all sales, use, and other taxes that are lawfully assessed against the Authority or Contractor in connection with the Work included in this Contract and shall obtain all licenses, permits, and inspections required for the Work. 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.

GC-22. PROTECTION OF PROPERTY:

The protection of City, state, and government monuments, street signs, and other City property is of prime importance, and if the same be damaged, destroyed, or removed, they shall be repaired, replaced, or paid for by the Contractor.

Work occurring within secured facilities will require the Contractor to obtain City of Tulsa issued ID badges for all employees and subcontractors requiring facility gate access. The Contractor will be responsible for all coordination with City Security as necessary to process background checks and issue badges. The City of Tulsa has the right to deny access to any individual based on evaluation of background check.

GC-23. PATENT RIGHTS:

All fees for any patented invention, article, or arrangement that is based upon, or in any manner connected with the construction, erection, or maintenance of the Work or any part thereof embraced in the Contract and these specifications, shall be included in the price stipulated in the Contract for said Work. The Contractor shall protect and hold harmless the Tulsa Metropolitan Utility Authority, against any and all demands of such fees or claims.

GC-24. DEFENSE OF SUITS:

In case any action at law or suit in equity is brought against the Authority or any employee, officer or agent thereof, for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things required by this Contract to be done or performed, or for injury or damage caused by negligence or willful act of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of Subcontractors, workmen, materialmen, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Authority and its employees, officers and agents, and the Engineer and any employees, officers and agents thereof, of and from all losses, damages, costs, expenses, judgements, or decrees whatsoever arising out of such action or suit that may be brought, without requiring said parties to give any notice

thereof.

The Authority may suspend payments of any sum due or to become due for work done on this Contract until such claims, suits, actions, or proceedings are final and liability has been determined. The amount of such damages or liability shall be deducted from sums due or to become due on this Contract. The sums mentioned above will be retained by the Authority until the Contractor furnishes evidence that satisfactory settlement has been made. Any action taken by the Authority shall not excuse the Contractor for failure to perform this Contract or bar the Authority from legal action to recover from the Contractor the amount of damages or liability suffered in excess of the amount retained.

The Contractor shall furnish the Authority with satisfactory evidence, upon demand, that all persons who have done work on the Contract or furnished materials for the Contract have been paid in full. If such evidence is not furnished, the amount necessary to pay the lawful claims may be retained until such evidence is furnished, or if such evidence is not furnished, the Authority may apply any sums retained to valid claims and charge the amounts disbursed, including the costs of any action that may be necessary to prove or disprove the claims against the Contractor.

GC-25. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES:

The Contractor shall remove from the site of the Work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the Work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer ordering such removal, the condemned material or structures may be removed by the Authority and the cost of such removal be taken out of the money that may be due or may become due the Contractor by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

GC-26. EXTRA WORK:

If a modification increases the amount of the Work, and the added Work or any part thereof is of a type and character which can properly and fairly be classified under one or more Unit Price items of the Bid Form, then the added Work or part thereof shall be paid for according to the amount actually done and at the applicable Unit Price. Otherwise, such work shall be paid for as hereafter provided.

Claims for extra work will not be paid unless the Work covered by such claims was authorized in writing by the Authority. The Contractor shall not have the right to take action in court to recover for extra work unless the claim is based upon a written order from the Authority. Payments for extra Work will be based on agreed lump sums or on agreed Unit Prices whenever the Authority and the Contractor agree upon such prices before the extra Work is started.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Contractor shall submit to the

Engineer, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost.

The cost shall include only those extra costs for labor and materials expended in direct performance of the extra work and may include:

- (a) **Labor.** For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foremen are actually engaged in such work. An amount equal to fifteen (15) percent of the sum of the above items will also be paid the Contractor.
- (b) **Bond, Insurance, and Tax.** For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which cost no percentage will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.
- (c) **Materials.** For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the Work site, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost ten (10) percent will be added.
- (d) **Equipment.** For any machinery or special equipment (other than small tools) including fuel, lubricants and transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operations on the Work, as provided in Subsection 109.01(a), to which rental sum no percentage will be added.
- (e) **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

The form on which field cost records are kept, the construction methods and the type and quantity of equipment used shall be submitted to the Engineer for approval.

Construction equipment which the Contractor has on the Work site and which is of a type and size suitable for use in performing the extra Work shall be used. The hourly rental charges for equipment, including all insurance, taxes, fuel, and operating costs, shall not exceed twelve (12) percent of the latest applicable Associated Equipment Distributors published monthly rental rates and shall apply to only the actual time the equipment is used in performing the extra Work.

When extra Work requires the use of equipment, which the Contractor does not have on the work site, the Contractor shall obtain the approval of the Engineer before renting or

otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable Associated Equipment Distributors published rental rates.

The Contractor shall file with the Engineer, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes which are intended to be used in performing the Work covered by this Contract. These rates shall be subject to the review of the Engineer. This information will be used by the Engineer for computation of extra work as mentioned above, however, if the Contractor fails to file these lists with the Engineer prior to starting any Work covered by this Contract, then the Engineer's computation shall be based on average wages and rates paid on Authority work.

GC-27. PAYMENT FOR CONTRACTOR'S PLANT AND MISCELLANEOUS TEMPORARY WORK:

For providing plant, tools, and equipment, and for furnishing, erecting, maintaining, and removing scaffolding and construction plant, construction roads, camps, sanitary conveniences, temporary water supply, trestles, dewatering and other temporary works, the Contractor shall receive no direct payment, but compensation for them shall be considered as having been included in the prices stipulated for the appropriate items.

GC-28. BASIS OF PAYMENT FOR ITEMS OF WORK:

The Contractor shall be paid for all Work performed under the Contract based on the Engineer's computations of as-built quantities and the Contractor's Unit Price or Lump Sum bid per item. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the Work; for all loss or damage, because of the nature of the work, the action of the elements or any unforeseen obstruction or difficulty which may be encountered in the performance of the Work, and for which payment is not specifically provided; for all expense incurred by or because of any suspension or discontinuance of all or any part of the Work; and for faithfully completing the Contract according to the Drawings and specifications and requirements of the Engineer.

GC-29. PAYMENTS: (1) Partial:

If the work is progressing in good and workmanlike manner and if the Contractor is faithfully carrying out the terms of this Contract, approximate estimates of the work done shall be made by the Engineers between the first and fifteenth of each calendar month, including labor actually performed and supplies or materials actually used or incorporated in the Work, and an allowance will be made for acceptable materials satisfactorily delivered, stored and secured on the site of the Work in such amount as can be incorporated in the Work within a reasonable time. The Authority shall have a lien as owner on any materials stored on the site of the Work.

Each partial estimate for payment shall contain or have attached an affidavit in the form found in this book of specifications, as required by law.

The Contractor shall submit with each partial pay estimate a complete list of vendors

and suppliers with itemized purchases and invoices from each vendor. Each list shall contain the name of the Contractor or Subcontractor ordering the materials or supplies, and the specific use or placement of each of the materials purchased by the Tulsa Metropolitan Utility Authority for this project in accordance with Article IIB of the Contract. At the direction of the Contractor, the Tulsa Metropolitan Utility Authority will withhold retainage in the amount of 5% on materials and supplies to be purchased under the terms of this Contract. If fuels are purchased, they shall be limited to dyed diesel fuel and/or kerosene for non-highway use. No unleaded gasoline will be permitted.

Each month that work is performed for which payment is due, the Contractor shall submit to the Engineer an application for such payment, provided said payment is not less than \$1,000.00, and, if required, receipts or other vouchers from Subcontractors showing his payments to them shall be submitted.

Each estimate shall be of the approximate value of all work performed and materials in place or delivered to the Work site, determined as aforesaid from the beginning of this contract to the date fixed for the current estimate, from which shall be deducted five percent (5%), or a lesser amount approved by the Authority, and, in addition thereto, all previous payments and all other sums withheld under the foregoing provisions of this Contract, the remainder to become due and payable; after the estimate has been reviewed and signed by the Engineer and the Authority, shall pay the estimate in the regular manner in the amount determined as due unless it shall be known by the Authority that there is good reason under the terms of this Contract for withholding same.

The Contractor may withdraw any part or the whole of the amount which has been retained from partial payment to the Contractor pursuant to the terms of Contract, upon depositing with or delivery to the City:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury bills, or
- (2) General Obligation Bonds of the State of Oklahoma, or
- (3) Certificates of Deposit from a state or national bank having its principal office in the State of Oklahoma.

No retained amount shall be withdrawn which would represent an amount in excess of the market value of the securities at the time of deposit or of the par value of such securities, whichever is lower.

All partial estimates are subject to correction in the final estimate.

(2) Final Payment:

When this contract, in the opinion of the Engineer, shall be completely performed on the part of the Contractor, the Engineer shall proceed with all reasonable diligence to

measure up the Work and shall make out the final estimate for the same, and shall, except for cause herein specified, give to the Contractor, within thirty (30) days after receiving said certificate, an order on the Authority for the balance found to be due, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of the Contract; PROVIDED, that nothing herein contained shall be construed to affect the rights of the Authority hereby reserved to reject the whole or any portion of the aforesaid Work should the said estimate and certificate be found or known to be inconsistent with the terms of this Contract or otherwise improperly given; PROVIDED, that if after the work hereunder has been accepted and final payment made, it shall be discovered that any part of the Contract has not been fully performed or has been done in an improper or faulty manner, the Contractor shall immediately remedy such defect, or, in case of neglect to do so within a reasonable time after notice thereof, shall be liable for and shall pay to the Authority the cost of remedying such defect or a sum equal to the damages sustained thereby, as the Authority shall elect and the acceptance of and final payment for the Work shall be no bar to suit on any bond against any principal or principals, or Surety or Sureties, or both, given for the due performance of the Contract, or for the recovery of such cost or the equivalent of such damage.

The Authority will pay to the Contractor interest at the rate of three-fourths percent (3/4%) per month on the final payment due the Contractor. For lump sum contracts, the interest shall commence thirty (30) days after the Work under the Contract has been completed and accepted and all required material certifications and other documentation required by the Contract have been furnished the Authority by the Contractor, and shall run until the date when the final payment or estimate is tendered to the Contractor. For contracts bid by Unit Prices, the interest will commence sixty (60) days after the above conditions are satisfied. When contract quantities or the final payment amount is in dispute, the interest-bearing period will be suspended until the conclusion and settlement of the dispute.

GC-30. CONTRACTOR REIMBURSEMENT FOR SURETY BOND:

For contracts of \$1,000,000.00 or more, the Contractor may receive reimbursement for the cost of the surety bonds after issuance of a work order. To receive reimbursement, the Contractor shall submit a standard partial payment form and affidavit, and a copy of the surety bond invoice. The final partial pay estimate will be reduced by the amount paid for surety bond reimbursement.

GC-31. RELEASE OF LIABILITY AND ACCEPTANCE:

The acceptance by the Contractor of the final payment shall operate as, and shall be a release to the Authority and every employee, officers and agents thereof, from all claims and liability to the Contractor for anything done or furnished for or relating to the Work, or for any act or neglect of the Authority or of any person relating to or affecting the Work, and, following such acceptance, no person, firm, or corporation other than the signer of this Contract as Contractor, will have any interest hereunder, and no claim shall be made or be valid, and neither the Authority nor any employees or agent thereof shall be liable or be held to pay any money, except as herein provided.

It shall be the duty of the Engineer to determine when the Work is completed and the Contract fulfilled, and to recommend its acceptance by the Authority. The Work herein specified to be performed shall not be considered finally accepted until all the Work has been accepted by the Authority.

GC-32. RIGHT OF AUTHORITY TO TERMINATE CONTRACT:

If the Work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned by him otherwise than as herein provided, or if the Contractor should be adjudged bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the Authority that the performance of the Work under this Contract is being unnecessarily delayed, or that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of the Contract; or if the work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended; then the Authority may serve written notice upon the Contractor and his Surety of Authority's intention to terminate this Contract, and unless, within five (5) days after service of such notice upon the Contractor, a satisfactory arrangement is made for the continuance of the Contract, this Contract shall cease and terminate. In the event of such termination, the Authority shall immediately serve notice upon the Surety and Contractor, and the Surety shall have the right to take over and complete the Work, provided, however, that if the Surety does not commence performance thereof within fifteen (15) days from the date of said notice of termination, the Authority may take over the Work and perform same to completion, by Contract or otherwise, for the account and at the expense of the Contractor, and the Contractor, and his Surety, shall be liable to the Authority for any and all excess cost sustained by the Authority by reason of such performance and completion. In such event the Authority may take possession of and utilize in completing the Work, all such materials, equipment, tools, and plant as may be on the site of the Work and necessary therefor. The Contractor shall not receive any other payment under the Contract until said Work is wholly finished, at which time, if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by the Authority in finishing the Work as aforesaid, the amount of the excess shall be paid to the Contractor, but if such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Authority.

GC-33. ADMINISTRATIVE COSTS AND FEES:

Cash Improvements - In the event the improvements are to be paid for in cash: the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, flushings, and pipe testing, shall be paid by the Authority unless otherwise provided for in these Contract Documents.

Assessment Improvements: In the event the improvements are to be paid for by the issuance of special assessment bonds, the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, flushing, pipe testing, and other authorized costs shall be added to the contract price and paid for in the same manner as the other Work included in this Contract. The Contractor shall pay the Authority the

amount of said charges before the execution and delivery of the special assessment bonds or other payments. If the Contractor fails, neglects, or refuses to pay said charges within thirty (30) days after the bonds are ready for delivery, he shall pay the Authority interest at the rate of seven percent (7%) per annum and shall be liable for same in a civil suit. The Contractor shall pay the pipe testing fees directly to the testing laboratory.

GC-34. PAYMENT OR ACCEPTANCE NOT A WAIVER BY AUTHORITY:

Neither acceptance by the Authority or the Engineer or any employee of either nor any order by Authority for the payment of money, or the payment thereof, nor any taking of possession by Authority, nor the granting of any extension of time, shall operate as a waiver of any rights or powers of the Authority hereunder, and in the event that after the Work hereunder has been accepted and final payment made, it should be discovered that any part of this Contract has not been fully performed, or has been done in a faulty or improper manner, the Contractor shall immediately remedy such defect, or in the event of neglect to do so within a reasonable time after notice thereof, shall be liable for and shall pay to Authority the cost of remedying such defect, or a sum equal to the damage caused thereby, as Authority may elect. The acceptance of the Work or final payment therefor shall be no bar to suit against the Contractor or Surety, or both.

GC-35. CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE:

Contractor further agrees, without cost other than is specially provided for in this Contract, at any and all times during one (1) year next following the completion and final acceptance of the Work embraced in this Contract, without notice from Authority, to refill all trenches or ditches that may sink or settle; and to repair all breaks and failures that may occur in the construction work due to defective material or workmanship; and to indemnify, save harmless and defend the Authority from any and all suits and actions of every description brought against Authority for, or on account of injuries or damages alleged to have been received or sustained by any party or parties by reasons of, or arising out of the failure of Contractor to refill all trenches and ditches and to repair all breaks or failures of said construction work, which said injuries or damages are alleged to have been received or incurred within one (1) year from the final acceptance of the Work hereunder, and to pay any and all judgements that might be rendered against Authority in any suits and actions, together with such expenses or attorney's fees expended or incurred by Authority in the defense thereof, and Contractor hereby expressly waives any notice that might by law be required to be given to them by Authority of any defect, break, settling, or failure or of any other condition that might be the cause of injury or damage to any person on account of which a claim or suit might be made or filed against Authority, or a judgement taken for damages against Authority. It is expressly agreed that the acceptance of the Work by Authority shall constitute no bar against any person injured or damaged by the failure of the Contractor to perform all of his covenants and agreements hereunder from maintaining an action against the Contractor, or against Authority from enforcing its rights against the Contractor hereunder.

GC-36. NOTICES:

Any notices or other communications hereunder may be given to Contractor at the

address listed in the Proposal, to the Surety at the office of the Attorney-in-Fact signing the bond or at Surety's home office address on file with the Insurance Commissioner of the State of Oklahoma, and to Authority in care of the City of Tulsa's Director of Public Works, or at such other place as may be designated in writing. The delivery at such address, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof, and the date of said service shall be the date of such delivery or mailing.

GC-37. RELATION TO OTHER CONTRACTORS:

Nothing herein contained and nothing marked upon the Drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory or right-of-way provided. The Authority and its employees, officers, and agents for any just purpose, and other contractors of the Authority for any purpose required by their respective contracts, may enter upon or cross this territory or occupy portions of it or take materials therefrom as directed or permitted. When two or more contracts are being executed at one time on the same or adjacent land in such manner that the work on one contract may interfere with the work on another, the Engineers shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, machines, or appliances for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineers to the contractor desiring it, to the extent, amount, in the manner and at the time permitted. Any decision regarding the method or time of conducting the work or the use of the territory shall not be made the basis of claims for delay or damage except as otherwise stipulated. The Contractor shall not cause any unnecessary hindrance or delay to any other contractors on the premises, and shall bear all damages done to the work of such other contractors by him or by his employees.

GC-38. PARTIAL OCCUPANCY AND USE:

The Authority, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially completed portions of the Work site when such occupancy and use are in the Authority's best interest, notwithstanding completion of the entire project.

Such partial occupancy and use shall be upon the following terms:

- a. The Engineer shall make an inspection of the portion or portions of the Work concerned, and report to the Authority his findings as to the acceptability and completeness of the Work. The Engineer's report shall include a list of items to be completed or corrected before final payment.
- b. The Authority, upon acceptance of the Engineer's report, shall give written notice to the Contractor of the Authority's intention to occupy

and use said portions of the Work site. The Authority's notice shall include a copy of the Engineer's report, shall clearly identify the portions of the Work site to be occupied and used, and shall establish the date of said occupancy and use.

- c. From the date thus established, the Authority shall assume all responsibilities for operation, maintenance, and the furnishing of water, gas, and electrical power for the portions of the Work site thus occupied and used. The Authority shall have the right to exclude the Contractor from those portions of the Work site but shall provide the Contractor reasonable access to complete or correct necessary items of Work.
- d. The one year guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project. If, before final acceptance, the Contractor completes any mechanical or electrical equipment such as pumps, blowers, process equipment, instrumentation, controls, metering equipment, heating, and ventilation equipment and similar items having movable or operable components, the Contractor may then request partial acceptance of each completed equipment system. In response, the Engineer will perform a final inspection of each system and determine if all specifications are satisfied, including but not limited to start-up conditions, performance criteria, control systems, training, and final operation manuals (O & M's). Once found to be complete, ready for operation, and isolated from all remaining work, the Engineer will provide Contractor with written notice of partial acceptance and the start date for the one year guarantee required by the General Conditions.
- e. Occupancy or use of any space in the Work site shall not constitute acceptance of Work not performed in accordance with the Contract, nor relieve the Contractor of liability to perform any Work required by the Contract but not completed at the time of said occupancy and use.
- f. The Contractor shall not be held responsible for normal wear and tear or damage resulting from said occupancy, except to the extent that such damage is covered by the one-year guarantee.
- g. The partial occupancy and use of any portions of the Work site by the Authority shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the Contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment, as set forth in the General Conditions.

SPECIFICATIONS

SPECIFICATIONS

- A. City of Tulsa, Engineering Services Department Construction Specifications – October 2013 are incorporated herein as if fully set forth and are on file with the Engineering Services Department, 2317 S. Jackson Ave. Tulsa, Oklahoma or access on the internet at:
<https://www.cityoftulsa.org/government/departments/engineering-services>

Technical Specifications

**TECHNICAL SPECIFICATIONS
TABLE OF CONTENTS**

DIVISION I - GENERAL SPECIFICATIONS

- 101 SCOPE AND LOCATION
- 102 INTENT OF SPECIFICATION
- 103 LAWS, ORDINANCES AND REGULATIONS
- 104 QUALIFICATION REQUIREMENTS
- 105 PROTECTION OF PROPERTY
- 106 SAFETY
- 107 CONTRACTOR CONDUCT
- 108 SITE DAMAGE BY CONTRACTOR
- 109 UNDERTAKINGS BY THE AUTHORITY
- 110 REMOVAL OF EQUIPMENT
- 111 PAYMENT TO CONTRACTOR

DIVISION II - SANITARY SEWER CLEANING AND VIDEO INSPECTION SPECIFICATIONS

- 201 GENERAL
- 202 SANITARY SEWER CLEANING BY CONTRACTOR
- 203 CLEANING EQUIPMENT AND METHODS
- 204 HEAVY CLEANING/DEBRIS REMOVAL
- 205 VIDEO INSPECTION
- 206 INSPECTION AND MEASUREMENT
- 207 DEBRIS REMOVAL AND TRANSPORTATION
- 208 TIMELINE
- 209 EXTRICATION OF EQUIPMENT

DIVISION III - MANHOLE INSPECTION, CREEK CROSSING INSPECTION AND MANHOLE REPAIR SPECIFICATIONS

- 301 GENERAL
- 302 MANHOLE LOCATION AND INSPECTION
- 303 CREEK CROSSING INSPECTION
- 304 GENERAL EXCAVATION
- 305 RESET / REPLACE CASTING AND LID
- 306 RAISE/ REPAIR LAMPHOLE
- 307 RAISE MANHOLE TO GRADE
- 308 INVERT AND TROUGH REHABILITATION
- 309 MOBILIZATION TO RAISE/REPAIR MANHOLES/LIGHTHOLES OUTSIDE CLEANING AREA

DIVISION IV - CLEANING AND VIDEO INSPECTION OF MISCELLLENEOUS STRUCTURES OR PIPE AND WEEPHOLES AT WATER/WASTEWATER FACILITIES

- 401 GENERAL
- 402 MISCELLANEOUS STRUCTURE CLEANING

403 FACILITY PIPE AND WEEPHOLE CLEANING
404 EQUIPMENT SAFETY
405 IF CONTRACTOR DAMAGES PIPE OR STRUCTURE
406 SEWAGE OVERFLOW
407 DEBRIS REMOVAL AND TRANSPORTATION
408 VIDEO INSPECTION AT WATER/WASTEWATER FACILITIES
409 VIDEO INSPECTION OF PIPE OR WEEPHOLES
410 VIDEO INSPECTION OF MISCELLANEOUS STRUCTURES
411 CONFINED SPACE ENTRY
412 EXTRICATION OF EQUIPMENT
413 TRIP CHARGE
414 INSPECTION AND MEASUREMENT OF CLEANING AND/OR VIDEO
INSPECTION WORK AT WATER/WASTEWATER FACILITIES

DIVISION I

GENERAL SPECIFICATIONS

101 SCOPE AND LOCATION

101.1 This project consists of cleaning and video inspecting various areas of the Sanitary Sewer System serving City of Tulsa, Oklahoma. Contract includes manhole/lighthouse adjustment to grade on the sewer system, and cleaning and video inspection work on miscellaneous structures and pipe at TMUA water and wastewater plant facilities or other City facilities. Owner will designate tentative maintenance areas at the Pre-Work; however, those areas are subject to change as needed by the owner.

101.2 The Contractor agrees that the work site provided is adequate for the performance of the work. If any additional working area is required, the Contractor shall, at his expense, make arrangements for such working area. The Authority will not be liable for additional compensation as a result of any delay in obtaining rights-of-way.

101.3 The Contractor shall submit a work schedule prior to starting contract showing the order in which the work shall be accomplished. This schedule shall be the basis for obtaining permission from individual homeowners and for the Authority's representative to assist, if needed, in this effort and also for progress projections during the actual performance of the work. Contractor shall adhere to the Timeline specified in General Specification 208 of this document in preparing the work schedule.

101.4 Contractor will notify all homeowners and businesses in the area, at least 24 hours prior to commencing any operations. Contractor shall use written door hanger notices approved in advance by the Authority's representative. Notice shall inform customers with locked gates or dangerous animals to contact the City to schedule access. Additional notices must be used during manhole rehabilitation work or cleaning as needed to keep the customer informed and to gain access. If it has been over 30 days since original notification, the customer must be re-notified prior to any additional work on the customer's property.

101.5 Contractor shall submit notification forms, which indicate the specific addresses which were notified (utilizing door hangers) per collection line. Notification forms must be completed prior to undertaking the contract work on said property by the Contractor.

101.6 The Authority's representative will conduct a session for the purpose of instructing the Contractor's field personnel in the use of the Notification Reports, Contractor Cleaning Report forms, Contractor Repair Work Order Forms, and Creek Crossing Inspection Reports. Contractor's employees who will be completing the paperwork must be present at training session. All forms utilized shall be the Authority's standard format and examples shall be furnished upon request. City will provide Contractor Repair Work Order forms. Contractor will provide all other forms. Said forms shall be preapproved by City. Any paperwork submitted to the City which is inaccurate or incomplete must be redone by the Contractor within three (3) business days of notification by Authority's representative.

102 INTENT OF SPECIFICATION

102.1 Should anything be omitted from the Specification which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, the Contractor shall request written instructions from the Authority's representative before proceeding with sanitary sewer cleaning operations affected by such omissions or discrepancies.

102.2 The Contractor's responsibility for sanitary sewer cleaning covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby, shall not extend beyond the sanitary sewer cleaning in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work requested to be done in excess of the cheaper of the conflicting requirements will be paid for as Extra Work as provided for herein.

103 LAWS, ORDINANCES AND REGULATIONS

103.1 Contractor shall observe and comply with all ordinances, laws and regulations applicable to any aspect of Contractor's services under this Contract. Further, Contractor shall comply with all applicable federal, state, county and municipal laws, rules and regulations, present or future, of agencies having jurisdiction of any aspect of Contractor's operations, including, without limitation, laws, rules and regulations relating to sanitation, pollution, safety and health.

104 QUALIFICATION REQUIREMENTS

104.1 All applications for sewer cleaning and video qualification shall be filed with the Sewer Operations and Maintenance Manager, not less than ten (10) calendar days prior to the date upon which bids are to be opened for any proposed sanitary sewer cleaning and video inspection work as set forth in the publication "Notice to Bidders" for the Contract upon which the applicant desires to submit a bid. Such application shall be upon forms containing the information prescribed by the Authority's representative and shall be verified before a Notary Public. The qualification forms can be provided by the Sewer Operations and Maintenance Office, 9319 E. 42 St. N., telephone number (918) 586-6984.

104.2 Sewer Cleaning contractor must obtain a valid A or D Contractor's certification from the City of Tulsa or subcontract to a valid A or D Contractor to perform any sewer manhole or pipe repair work in this contract. Contractor is required to complete form in bid document indicating certification or subcontracting.

104.3 All Contractor employees or subcontractors who perform video inspection and defect coding must be certified as a NASSCO PACP technician.

104.4 Contractors holding a valid pre qualification certificate from the City of Tulsa in the following classifications – A or D, are excluded from providing the financial data outlined in items D in 104.5.

104.5 Data required on sewer maintenance pre-qualification forms shall include a direct and concise description of the Contractor's qualifications for sanitary sewer cleaning and video inspection including the removal, transportation, and disposal of debris. The statement of pre qualification should include the following:

- A. Technical staff qualifications and experience in the Contractor's proposed method of sanitary sewer cleaning and video inspection, including; loading, transportation and disposal of debris. It is not required that the Contractor have experience in the State of Oklahoma.
- B. At least five references on sanitary sewer cleaning and video inspection projects. Projects used for references should be similar in scope to ES-2022-SOM4, including the length of contract, length and size of sanitary sewer mains, and services provided by the Contractor. Names and telephone numbers of responsible individuals should be provided for reference.
- C. Contractor's experience with public relations programs related to the management and operation of sanitary sewer cleaning and video inspection projects.
- D. Statement of financial ability to perform the Contract, including an annual report and financial statement.

104.6 The Sewer Operations and Maintenance Manager shall have the power to recommend to the Tulsa Metropolitan Utility Authority that the qualification of any Contractor be revoked or temporarily suspended, subject to express conditions for reinstatement, when Contractor has:

- A. Misrepresented any material fact in his application for qualification certification;
- B. Defaulted in the performance of a contract with the Tulsa Metropolitan Utility Authority or the City of Tulsa;
- C. Failed to complete satisfactorily the performance of a contract with the Tulsa Metropolitan Utility Authority or the City of Tulsa;
- D. Failed to execute a contract awarded by the Tulsa Metropolitan Utility Authority or the City of Tulsa;
- E. Ceased to possess any of the qualifications necessary hereunder for adequate cleaning and video inspection of sanitary sewer mains.

104.7 Sewer Cleaning Pre-Qualification forms should be sent to the following address for approval.

**Sewer Operations and Maintenance
9319 E. 42 St. N.
Tulsa, Oklahoma 74115-1633
Attn: Shawn Glen**

104.8 Contractors who submitted pre-qualification forms, but not qualified will be notified prior to bid opening date stated in Proposal Section.

105 PROTECTION OF PROPERTY

105.1 The protection of Private Property, City, State and Government properties, is of prime importance and if the same be damaged, destroyed or removed, they shall be repaired, replaced or paid for by the Contractor. Disturbance to this property must first be approved by the Authority or agency which controls it.

105.2 At places where the Contractor's operations are adjacent to, or crossing the plant, or railway, telegraph, telephone, electric and gas companies, or water, sanitary sewers, and storm sewers, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made. Contractor shall notify the Notification Center of Oklahoma One-Call System, Inc., 1-800-522-6543, of any excavation or demolition prior to the commencement of such work. Notification shall be made no sooner than ten (10) days nor later than forty-eight (48) hours, excluding Sundays and legal holidays. Blasting operations will not be permitted. Internal combustion engines shall be adequately equipped with mufflers. Necessary measures shall be taken to keep construction noises as low as practicable in compliance with OSHA guidelines.

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

106 SAFETY

106.1 Power Lines: No person, materials, or equipment shall come within six feet of any power line carrying more than 440 volts unless the electric power service has first been disconnected.

106.2 Fire Prevention and Protection: The Contractor shall take all necessary measures to prevent fire and shall provide satisfactory fire fighting means at the location of work.

106.3 Interference with Traffic: When a roadway or sidewalk is not closed, the Contractor shall provide a safe substitute route for any portion obstructed by his operations. If a roadway or sidewalk is closed to traffic, the Contractor shall provide and mark detours. Contractor shall notify Authority's representative of intent to close roadway to traffic. A minimum of forty-eight hours prior notice shall be required for arterial streets. When the Contractor is performing any work that is likely to be subject to pedestrian or vehicular traffic, he shall furnish, erect, and maintain substantial guard rails, safety fencing, lights, and traffic control devices around the project to protect pedestrians, animals, and vehicles from injury or damage. All traffic control shall be in accordance with Engineering Division's Standards and Procedures for Street Use and Temporary Traffic Control. City safety and traffic control devices shall be installed and removed only at the direction of the City's Engineer.

106.4 Condition of Equipment and Materials: All equipment, tools, appliances, and materials used in connection with the project shall be handled and operated only when they are in safe operating condition and in accordance with a standard safety procedure.

106.5 All water and sewer structures in this contract are considered permit spaces for entry and Contractor shall perform all work, including Confined Space Entry in accordance with all State and Federal Labor and Health Regulations. A written permitting system prior to entry must be utilized. Contractor must submit a sample of the Permit form to be used for Confined Space with the work schedule.

106.6 All excavations and trenching must comply with all State, Federal and OSHA regulations.

107 CONTRACTOR CONDUCT

107.1 Contractor covenants and agrees in connection with its services to be performed hereunder that it will not allow any condition on Authority property nor permit the conduct of any activity on such property, which shall materially or adversely affect the development, improvement, operation or maintenance of a sanitary sewer main. Contractor will conduct its services in a manner which is adequate to insure the safety and health of employees or agents of the Authority or of the Contractor, and protect against damage to property of the Authority, including, without limitation the streets, roads, highways, or other public ways of the Authority or which would result in injury to employees or agents of the Authority. The occurrence or existence of any proscribed or prohibited condition or activity, as described in this document shall constitute a material breach of the Contract by Contractor which shall constitute grounds for the termination of a Contract by Authority under the provisions of Section GC-32 hereof. It is understood and agreed by Contractor and Authority that the phrase "to the satisfaction of the Authority", in this document shall not be construed to imply that the Authority or his employees or agents have any authority for supervision of Contractor's forces, operations or methods of operation.

108 SITE DAMAGE BY CONTRACTOR

108.1 Contractor shall have no monetary liability to Authority for unavoidable damage caused by Contractor, in the exercise of reasonable care, to any submerged or hidden facilities or equipment on property if the existence and location of such facilities or equipment is not disclosed on the facility plans for the affected areas furnished by Authority to Contractor. Contractor shall have the responsibility and obligation for fully informing Authority of the extent of its proposed operations on the Authority property and of requesting and obtaining all such facility plans from the Authority prior to Contractor's commencement of operations hereunder. This provision shall have no application to property of others lawfully on the site.

Contractor shall have no monetary liability for damage caused in the exercise of reasonable care by Contractor to the roads on Authority property provided Contractor, prior to the commencement of its operations hereunder, shall fully inform Authority's representative of the nature, size, maximum weight and all other pertinent matters pertaining to Contractor vehicles and equipment to be used on said roads and the proposed manner of operation over and on said roads and provided Contractor's use of such roads shall be in accordance with any reasonable limitations or restrictions which may be imposed by the Authority on Contractor's use of roads on Authority's premises. If damage to roads by Contractor is required to be repaired to provide continued access for Contractor vehicles, such repair shall be the responsibility of the Contractor.

109 UNDERTAKINGS BY THE AUTHORITY

109.1 Authority shall insure Contractor and its employees, agents or independent contractors access to and from sanitary sewer mains on Authority's premises for sanitary sewer cleaning operations five (5) days a week during normal work hours which shall be defined as the period from 8 A.M. to 6 P.M. excluding Saturdays, Sundays, and City Holidays. Contractor and employees, agents or independent contractors shall have access to the work sites on Authority's premises at any other hours in the event that Contractor, in each instance gives Authority's representative twenty-four (24) hours advance notice of Contractor's requirement for access to any work site.

109.2 In the monitoring and inspection of Contractor's performance of its services under the contract, Authority shall not unreasonably interfere with the cleaning, removal, transportation, and disposal operations of Contractor and employees, agents, or independent contractors. It is understood and agreed, however, that the Authority's representative may appoint such Inspectors as deemed proper for the inspection and monitoring of Contractor's operation on the work sites on Authority's premises or other sites. Contractor shall furnish all reasonable assistance required by the Inspectors for the proper inspection and monitoring of Contractor's operations at said work sites.

109.3 The Authority hereby agrees and designates Authority's Director of Water and Sewer as Authority's representative on matters pertaining to this Contract and said Authority's representative and his designated assistants and Inspectors shall have the right to inspect Contractor's facilities, equipment and operations under this Contract, whether or not such facilities, equipment, and operations are located on Authority's premises, day or night, to insure compliance with this Contract and to insure the health and safety of employees of the Authority, provided, however, that Contractor may designate portions of its facilities which it considers proprietary and any inspection of such portion shall be made only upon written request and after a written pledge of confidentiality is given with respect to proprietary aspects of such facilities.

109.4 The Authority has provided land for the work specified in this contract. The Contractor shall not enter or occupy with men, tools, equipment or material, any ground outside the property of the Authority without consent of the Authority of such ground. The Authority shall provide assistance to the Contractor in obtaining suitable provisions for ingress and egress after the Contractor has demonstrated that he has made a good faith effort to obtain the individual property Authority's consent.

110 REMOVAL OF EQUIPMENT

110.1 Contractor agrees that on termination of this Contract, Contractor, no later than thirty (30) days after such termination, (I) shall remove all machinery, equipment and other property from the work site(s), (II) shall except as may be otherwise provided in Section 207.1 hereof, at its own cost and expense, repair and restore all damage to Authority property caused by Contractor operations, and (III) shall vacate the work site free and clear of all liens and furnish Authority with satisfactory evidence of the foregoing. Title to any Contractor property not removed from work site(s) within the time limit stipulated above shall vest in Authority and Authority may dispose of any such property at Contractor's cost and expense.

111 PAYMENT TO CONTRACTOR

111.1 Payment by the Authority to Contractor shall be no more frequently than monthly on the basis of unit price and sworn and itemized claims, on claim forms supplied by the Authority, filed with the Authority's Representative.

DIVISION II

SANITARY SEWER CLEANING AND VIDEO INSPECTION SPECIFICATIONS

201 GENERAL

201.1 The work covered by this contract is cleaning and video inspection of various runs of the sanitary sewer system.

201.2 The Contractor shall clean approximately **1,750,000 linear feet and video inspect approximately 520,000 linear feet** of sanitary sewer main in the sequence designated by the Authority's representative. The work is to be performed by equipment moved along inside the sanitary sewer pipe and controlled by operators from a remote location. The Contractor shall furnish all labor, equipment, and supplies except those designated herein. Prospective bidders shall satisfy themselves as to requirements and hazards involved by site inspection.

201.3 Contractor will supply sufficient resources to proceed at a rate sufficient to finish all work in this project within 550 days.

201.4 All vehicles to be used by Contractor in performance of work under this project shall bear signs with the following wording:

COMPANY NAME
Contractor for City of Tulsa
Sanitary Sewer Cleaning and Inspection Project
For Information Call 918-586-6984.

The signs shall be posted in conspicuous location, one on each side of the truck, as a minimum. Signs and lettering shall be of a size which may be read from a distance of 50 feet. Signs must be approved by Authority's representative prior to commencement of work. In addition, all employees must have company identification with them such as identification badges verifying employment by the Contractor.

201.5 Crew Work Location Report shall be faxed, telephoned or emailed to Authority each morning at least 30 minutes before crews start contract work. Report format will be designated by Authority.

201.6 Contract shall obtain a City of Tulsa construction meter from Water Services prior to beginning any sewer line cleaning and utilize the meter to monitor and report all water usage monthly. Contractor is responsible for any costs involved in obtaining the construction meter and for the cost of all water usage.

202 SANITARY SEWER CLEANING BY CONTRACTOR

202.1 Order of Cleaning: In general, the pattern of cleaning within a collection systems maintenance area shall be to clean from kick-off or starting manholes down to the trunk lines. Cleaning of trunk lines should only be performed after all feeding laterals have been cleaned. Any exception to this procedure must be approved in advance by Authority's representative. The direction of cleaning shall generally be with the natural flow of the line. Cleaning should

be performed in accordance with maintenance area cleaning order designated by Inspector. Contractor must have Inspector's approval prior to begin cleaning in a different maintenance area.

202.2 Contractor must submit a written record of line cleaning within one (1) business day of cleaning work. Report format shall be approved by Authority's representative.

202.3 The Contractor has the entire responsibility to achieve a well-cleaned line without damaging it. Any damage which does occur shall be repaired by the Contractor in strict compliance with TMUA Water and Sewer Engineering Specifications, or by the Authority's representative at the Contractor's expense.

202.4 The Contractor has the entire responsibility to prevent a sewer overflow during cleaning and video inspection operations. Any overflow which does occur shall be reported to Authority's representative immediately. Contractor shall clean and restore the overflow site.

202.5 The Contractor shall have available on site within one hour a fully operational vacuum unit with a roots fan or blower-type suction especially designed to remove debris from large diameter sanitary sewer lines. The blower shall deliver a minimum of 2100 CFM of air against 200 inches of negative water pressure through 8-inch hose at full throttle.

202.6 Manhole Cleaning: Walls and floor of each manhole will be cleaned using pressurized water jet. Debris from manhole cleaning shall be removed from the manhole and disposed of by the same means as debris removed from sanitary sewer mains.

202.7 Debris Catcher: A device designed to prevent debris from escaping down the sanitary sewer line, the design and use of which is subject to approval by the Authority's representative, shall be used in sanitary sewer cleaning operations.

202.8 Debris shall be removed either manually or by a vacuum cleaning unit. Debris cleaned from sanitary sewer mains shall be hauled by the Contractor to a disposal site subject to approval by the Authority. For the purposes of this Contract, the Contractor shall be deemed to have removed debris when such debris shall have been loaded in the vehicle or other equipment used by the Contractor to transport debris from the Authority's property. When the Contractor shall have removed any debris, title to the same shall vest in the Contractor and such debris shall become the sole property of the Contractor.

202.9 At any time Authority's representative deems equipment is not functioning properly or safely, contractor will make the required adjustments. Jet Rodder hose must retain its structural integrity and/or not collapse when water pressure is turned off. When structural integrity is lost, hose is considered unsafe and may no longer be used for cleaning operations.

202.10 Site preparation shall be performed as follows:

- A. Improved work site: All objectionable materials such as rubbish and debris that obstruct cleaning operations shall be removed and disposed along with the debris taken from the sanitary sewer mains. Obstructions such as fences, shrubs, trees, miscellaneous stone, brick or concrete items shall be removed and disposed or restored in compliance with City ordinances for dedicated utility easements and

with written consent of the individual property owner.

- B. Unimproved work site: When the work specified in this contract crosses unimproved land, the Contractor shall perform Right-Of-Way Clearing adequate for transport and operation of equipment used in connection with this Contract and shall proceed along, or as nearly as practical, to the utility easement containing the sanitary sewer main to be cleaned. Clearing shall be accomplished by cutting and/or grubbing. The clearing operation shall not involve the use of herbicides or defoliants.
- C. The removal and disposal or restoration of items for site preparation will not be measured or paid for as separate items. Such items will be considered as incidental work and the cost thereof shall be included in such contract pay items as are provided in the Proposal.

203 CLEANING EQUIPMENT AND METHODS

203.1 Pipe shall be considered clean when all roots, grease and debris is removed. Authority's representative shall have the final determination.

203.2 The Contractor shall perform hydraulic or mechanical cleaning of sanitary sewer mains as follows:

- A. Hydraulic Cleaning: The Contractor may perform hydraulic cleaning on sanitary sewer mains smaller than 21 inch diameter using equipment designed or adapted for this purpose. Implements of hydraulic cleaning may include root saws and various sizes of high-pressure jet nozzles.

Hydraulic cleaning shall be performed using high pressure sanitary sewer cleaning units designed to deliver 50-65 gallons per minute of clean water at a pump pressure of between 1800 and 2365 pounds per square inch (psi), through a nozzle assembly designed for such application with orifices drilled at angles ranging from 15 to 35 degrees from the pressure hose axis, as appropriate for application and pipe size. The nozzle assembly shall include a nozzle extension to center nozzle in pipe and prevent nozzle from entering lateral lines.

Hydraulic root saws shall be powered by the high pressure sanitary sewer cleaning unit and be designed to develop 800 revolutions per minute when operated with 1000-1200 psi water pressure. Root saw blades shall be sharpened or replaced when tooth height on forward or rear cutting edge is less than 1/8 inch or as directed by the Authority's representative.

Hydraulic cleaning shall consist of one or more passes through the run with the line size hydraulic root saw followed by one or more passes with the hydraulic jet nozzle, except as designated otherwise in these specifications. Contractor shall maintain a minimum of 1000 psi water pressure during complete pass by root saw. Contractor shall not utilize root saws on polyvinyl chloride, polyethylene or concrete pipe. Contractor shall clean polyvinyl chloride, polyethylene and concrete pipe utilizing "Warthog" root nozzle, operating at one foot per second.

Root saws shall be pulled back at a rate not to exceed one (1) foot per second. Contractor shall maintain a minimum of 1365-psi water pressure during complete pass by jet nozzle. Return pass by nozzle shall be maintained at slow, steady rate, not to exceed one foot per second.

- B. Mechanical Cleaning: The Contractor shall perform mechanical cleaning on large diameter sanitary sewer mains using wire cable winch units designed to pull mechanical sanitary sewer cleaning devices through sanitary sewer mains to clean them. A winch truck is not acceptable.

Subject to Authority's representative approval, Contractor may perform mechanical cleaning on other runs with suspected severe sewage flow obstruction.

Implements of mechanical cleaning will include band cutters, buckets, or multiple disc swabs, as designated by Authority's representative. Triple disc swab detail shown in Drawing 38. No "all-thread" may be used in the construction of the Triple disc swab. Other instruments-techniques must have written approval by the Authority's representative prior to use on work specified in this contract. Mechanical cleaning shall consist of one or more passes through the run with the band cutter followed by one or more passes with a triple disc swab.

Contractor is required to mechanically clean lines 21" diameter and larger. As a minimum, Contractor must perform mechanical cleaning by pulling band cutter against the flow through the entire run, followed by pulling swab with the flow through the entire run. Additional cleaning efforts or methods may be required to get the line clean. Any deviation from this standard procedure must be approved in advance by the Authority's representative and will only be approved on a case-by-case basis. That would include any alternative cleaning implements or methods.

203.3 When or wherever an obstruction is encountered during the execution of this Contract, the Contractor shall stepwise apply decreasing smaller sizes of swabs and/or cutters until passage occurs. This must be logged on the daily progress reports as to exact location of obstruction and maximum size of swab or cutter that was allowed passage.

203.4 Siphon Cleaning: All siphon barrels shall be cleaned by nozzle only.

203.5 The Authority's representative shall designate an Inspector. Authority's inspection shall be done visually and by internal video inspection with a closed-circuit TV camera in the sanitary sewer line.

203.6 A sanitary sewer main shall be considered clean when flow is unrestricted and the line is free of roots, grease and debris. The Authority's representative shall make the final determination.

203.7 Measurement of line footage quantities is determined from the Drawings/Atlas Pages. Quantities not shown or discrepancies found in the Drawings will be field-measured center of manhole to center of manhole. Bid items quantities are estimates and actual work quantities may be more or less than those estimates.

203.8 Payment shall be made only for footage of pipe that Authority's representative verifies was cleaned by contractor in accordance with this contract specifications. Contractor shall only be paid once per foot for the footage of pipe that was actually cleaned and the quality of workmanship acceptable to Authority's representative. Any line or lines found not adequately cleaned shall be re-cleaned by the Contractor within three (3) working days after written notification is given. Said re-cleaning shall be performed at no cost to the Authority. When the contractor has not re-cleaned any rejected line prior to the next Contractor's Payment Request submittal, the amount paid for the rejected line shall be subtracted on the payment request. Contractor may then be paid for cleaning that rejected line during the month the re-clean is performed.

204 HEAVY CLEANING/DEBRIS REMOVAL

204.1 Bid Items 10.1-10.3 will be used for cleaning various sewer lines, outside the areas assigned to the Contractor, where pipe condition/debris buildup is excessive and normal cleaning methods may not suffice. These lines will be assigned to the Contractor by the Owner's Representative as needed and the methods of cleaning will be discussed and approved in advance. The lines may be located anywhere within the Tulsa sewer system and Contractor is not guaranteed a minimum footage. Authority's Representative will designate how quickly these lines must be cleaned, depending upon need, but some lines may be designated emergency and must be cleaned immediately. Cleaning Report must be submitted to the Authority's Representative within two (2) business days.

204.2 In order for Contractor to be paid for Bid Items 10.1-10.3, Owner must assign the lines and approve use of these bid items in advance; Contractor is only paid once for each line cleaned; and the quality of workmanship must be acceptable to Authority's Representative. Payment shall be made only for footage of pipe that Authority's Representative verifies was cleaned by Contractor in accordance with Section 203.1. Bid Items 10.1-10.3 are not meant to be combined with any other cleaning Bid Items for payment. Any line or lines found not adequately cleaned shall be re-cleaned by the Contractor within three (3) working days after written notification is given. Said re-cleaning shall be performed at no cost to the Authority. When Contractor has not re-cleaned any rejected line prior to the next Contractor's Monthly Payment Request submittal, the amount paid for the rejected line shall be subtracted on the Payment Request. Contractor will then be paid for cleaning that rejected line during the month the re-clean is performed.

205 VIDEO INSPECTION

205.1 Contractor shall video inspect specific sewer lines as designated by Inspector. Video inspection of cleaned lines shall be performed utilizing closed-circuit pan and tilt color zoom camera by remote control. Video camera shall be self-propelled through pipe and remotely controlled. Any deviation to this procedure must be approved in advance by the Authority's Representative and will only be approved when the standard method will cause greater problems, such as in large diameter pipe with extremely heavy flow that cannot be sufficiently restricted.

205.2 Video inspection of cleaned lines shall comply with PACP standards and be performed by NASSCO certified PACP technician. Contractor shall provide proof of technicians' certification prior to beginning work on the contract.

205.3 The following definitions and deadlines shall apply to video inspection.

“Emergency TV Inspection” refers to any collection line the Authority’s Representative has designated for Emergency Mobilization. Emergency TV Inspection video must be submitted for approval the same day as assigned. There is no separate pay item for “Emergency TV Inspection”; it shall be paid at the appropriate Bid Item for either Video Inspection or Investigative Clean and Video Inspection.

“Specific Defective Line TV Inspection” refers to any collection line within the cleaning areas that are designated for TV Inspection because of suspected defects either identified prior to cleaning or during cleaning operations. This inspection must be performed within ten (10) business days after it is assigned and submitted for approval within two (2) business days after the inspection is completed.

“Area TV Inspection” refers to any collection line designated for TV Inspection within the cleaning areas. Area TV Inspection must be completed in accordance with Phase deadlines and must be submitted weekly. Any video submitted after the 19th of the month will be included in the following month’s payment request to allow the Authority sufficient time to review and approve the video.

“TV to Locate a Manhole” refers to any buried or covered manhole within the assigned cleaning areas that Authority’s Representative directs Contractor to TV the collection line to locate the manhole. TV to Locate must be performed in accordance with manhole inspection and raise deadlines and should be submitted for approval with the weekly Area TV Inspection.

205.4 Contractor shall provide to Sewer Operations both pre and post video inspection with the monthly payment request for that repair. The video recording must be clear and of good quality. The video, audio and video log must be performed by a NASSCO certified PACP technician using PACP coding and PACP procedures. On that video file, Contractor shall provide voice over recording that is clear and easy to understand, identifying the same information shown on the electronic data file and on screen. Contractor shall provide a sample PACP data file for approval prior to starting contract and adjust data file formatting upon request. Contractor shall provide the inspection video and electronic data file on a mass storage device(s) clearly labeled, identifying contract number and date range of the video inspection. The video and electronic PACP data files on the mass storage device shall be separated into separate files per maintenance area. PACP video recording shall show a minimum of three quarters of the inside circumference of the pipe. Contractor must take whatever steps are necessary to minimize flow so that no submerged footage is submitted. Contractor shall take all necessary precautions to prevent a sewage overflow while attempting to minimize flow. The pipe must be clean with no roots, no grease and no debris. Authority’s representative shall make the final determination whether the quality of the line cleaning and video inspection is acceptable.

205.5 All non-buried manholes shall have the lid removed when the camera pulls into the manhole. Contractor shall identify on screen the Information Header at Start of Each Run while camera is tilted upward to the top of the manhole opening and the lid is off. The Contractor shall then pan the casting and show the inside condition of the manhole walls and floor.

Information Header at Start of Each Run

- A. Contract number, manhole number, area, atlas page shall be displayed on screen.
- B. Collection line, starting manhole, direction of flow and pipe type.

Contractor should follow the same procedure with buried manholes (except for removing lid) and identify the location through use of transmitter and receiver and mark the location above ground with paint for a raise. Contractor should notify Inspector immediately of buried manhole location.

The Contractor shall then restart the counter and begin video inspection of the line.

During inspection, Contractor shall identify on screen the following information:

- A. Collection line, maintenance area and footage counter from starting manhole shall remain on screen at all times.
- B. Service connections, referenced on screen by service connection, footage from starting manhole, clock position. Use camera zoom and pan and tilt features to clearly show condition of service connection, including inside of service connection and the main around the service connection.
- C. Pipe transitions, referenced on screen by transition pipe type, footage from starting manhole.
- D. Defects, referenced on screen by PACP defect code, footage from starting manhole. Use camera zoom and pan and tilt features to show defect clearly.

205.6 Video inspection recording shall show pipe condition immediately upstream and immediately downstream from any obstructions preventing passage of camera. Contractor shall use camera zoom and pan and tilt features to clearly identify on video recording the type of obstruction; referenced on screen by type of obstruction, footage from starting manhole, area and collection line.

205.7 Contractor shall immediately notify the Inspector when severe obstruction causes flow to hold back or if line is collapsed.

205.8 If camera can't pass through line from manhole to manhole; if a tool could possibly exit line; or if there is a cave-in, Contractor shall submit at least 6 above ground photos showing front, rear and the area of yard marked for repairs.

205.9 Contractor shall re-video inspect any collection lines and provide video records to the City within ten (10) business days after notification of unacceptable work, unless designated otherwise by Inspector.

205.10 Electronic data files shall include all information requested in Section 205.5 and be submitted on a USB flash drive and mass storage device with digital video data in Authority-

approved MPEG format and electronic data files in Authority-approved database or ACCESS format.

205.11 Payment shall be made only for footage of pipe that the Authority's representative verifies meets the Authority's quality standards after video recording and log is provided on USB digital storage device to Authority's representative. The Contractor shall be paid only once per run for the footage of pipe that was actually video inspected and quality acceptable to Authority's representative.

205.12 The USB digital storage devices will be retained by the City. The costs of the digital flash drives and mass storage devices should be considered incidental and included in the Contractor's price for video in the proposal.

205.13 Investigative Clean and Video Inspection shall be performed on specific lines in various locations throughout the City as designated by the Inspector. The lines must be cleaned and the investigative video inspection must be performed within seven business days after the Inspector designates the work. The video and video data shall be standard PACP format. The cleaning report, video and digital video log must be submitted to the City within two business days after the work is performed. Contractor shall coordinate with Inspector and perform dye test of specific service connection(s) during video inspection to isolate the source of the problem. The problem and results of the inspection and the dye test must be detailed on the video log and audio on the video. The cost of cleaning, video inspection and dye testing is all included in Bid Items 12.5, 12.6, 12.7, 12.8 and 12.9. Contractor may not be paid for both Investigative Clean & Video and Heavy Cleaning Bid items.

206 INSPECTION AND MEASUREMENT

206.1 The Authority's representative shall designate an Inspector. Authority's inspection shall be done visually, by review of video recordings and by internal video inspection by the Authority. Inspection of Contractor's work shall be performed at Inspector's discretion. Any line or lines found not adequately cleaned shall be re-cleaned and re-video inspected by the Contractor within ten (10) business days after written notification is given.

206.2 A sanitary sewer main shall be considered clean when flow is unrestricted and the line is free of roots, grease, and debris. The Authority's representative shall make the final determination.

206.3 Measurement of line footage quantities are estimates determined from the Drawings/Atlas Pages. Quantities not shown or discrepancies found in the Drawings will be field-measured center of manhole to center of manhole. Bid item quantities are estimates and actual work quantities may be more or less than those estimates.

207 DEBRIS REMOVAL AND TRANSPORTATION

207.1 Contractor shall be responsible for removal and disposal of all debris found within sanitary sewer mains and manholes. Contractor shall also be responsible for removal and disposal of all spoils from sewer manhole excavation. Any transportation of debris or other material by Contractor shall be done in vehicles or equipment which contain the debris or other materials in a manner to avoid the possibility of dripping, spilling, scattering, leaking, or

blowing. Should mishaps occur for any reason, Contractor shall be responsible for cleaning up any such debris or other material to the satisfaction of the Authority and other authorities having jurisdiction. All vehicles transporting debris shall not exceed the maximum allowable load limit (pounds) of any road being used.

208 TIMELINE

208.1 The work in this contract is divided into eight Phases with deadlines, which Contractor must meet to comply with this Timeline. Contractor may complete each Phase in advance of the deadline. In order for a Phase to be considered completed, all past due video inspection, past due re-cleans and past-due pending work orders must also be completed prior to the Phase deadline. These Phases and the deadline for each must be identified in the Contractor's submitted schedule:

- **Phase 1: 175,000 linear feet of cleaning must be completed within the first 60 days.**
- **Phase 2: 360,000 linear feet of cleaning must be completed within the first 120 days and 10,000 linear feet of TV Inspection must be completed and submitted for review.**
- **Phase 3: 550,000 linear feet of cleaning must be completed within the first 180 days.**
- **Phase 4: 750,000 linear feet of cleaning must be completed within the first 240 days and 75,000 linear feet of TV Inspection must be completed and submitted for review.**
- **Phase 5: 950,000 linear feet of cleaning must be completed within the first 305 days.**
- **Phase 6: 1,160,000 linear feet of cleaning must be completed within the first 370 days and 200,000 linear feet of TV Inspection must be completed and submitted for review.**
- **Phase 7: 1,380,000 linear feet of cleaning must be completed within the first 435 days.**
- **Phase 8: 1,650,000 linear feet of cleaning must be completed within the first 520 days and 510,000 linear feet of TV Inspection must be completed and submitted for review.**
- **Phase 9: 1,750,000 linear feet of cleaning must be completed within the first 550 day and 520,000 linear feet of TV Inspection must be completed and submitted for review and all remaining work must be completed.**

208.2 If the Contractor shall fail to complete the specified work in accordance with the Timeline as specified in General Specifications 208, then the Contractor agrees to pay the Authority, not as a penalty, but as liquidated damages for such Breach of Contract, the sum of One Thousand Dollars (\$1,000) for each and every calendar day for failure to comply with the deadline for that specific Phase. Said Liquidated Damages will be assessed on the Contractor's Final Payment Request. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Authority would sustain in such an event. It is expressly understood and agreed that the Phase deadlines listed in the Timeline for the completion of the work described herein is a reasonable time for the completion of the same.

208.3 Extensions of Time: Should the Contractor be delayed in the completion of the work due for Phases 1-7 of the Timeline by any act or neglect of the Authority, or strikes, injunctions, fire or other causes outside and beyond the control of the Contractor and which could have been neither anticipated nor avoided, then the deadlines for the Phase(s) may be adjusted by the Authority's Representative, provided, however, that the Contractor submits an updated schedule showing new completion dates for each remaining deadline in the contract and showing he will still finish the project on schedule by the end of the Contract. New completion dates for a specific Phase of the work must be approved by the Authority's Representative. In the event the Authority's Representative grants an adjustment of the

deadline for any Phase(s), the Contractor will not be assessed liquidated damages for failure to meet the originally scheduled deadline for that specific Phase. In order for the deadline for any Phase(s) to be adjusted, the Contractor must submit a written request for the adjustment and explain the circumstances. This is only applicable to the deadlines for Phases 1-7, not to the final completion date.

209 EXTRICATION OF EQUIPMENT

209.1 Contractor shall immediately notify the Authority's representative if any of the Contractor's equipment becomes stuck or lodged in the line.

209.2 Contractor shall be responsible for extricating any equipment which becomes stuck in line, without damaging the existing pipe. Contractor should follow standard retrieval methods such as utilizing steel cable. Contractor shall take all necessary precautions to prevent a sewage overflow while attempting to extricate the equipment.

209.3 If Contractor is unable to retrieve equipment or damages pipe or manhole during extrication, Contractor shall utilize video camera to identify the condition of the pipe and the circumstances preventing removal of the Contractor's equipment. Authority's representative shall evaluate the situation and determine the appropriate remedy.

MANHOLE (LAMPHOLE) INSPECTION, CREEK CROSSING INSPECTION AND MANHOLE REPAIR SPECIFICATIONS

301 GENERAL

301.1 The work covered by this division is to be performed prior to and during sanitary sewer cleaning operations and includes identifying condition of manholes as well as repairing manhole defects found that restrict or hamper sewer maintenance operations.

301.2 The Contractor will notify all homeowners and businesses in the area, at least 24 hours prior to commencing any operations. Contractor shall use written door notices, approved in advance by the Owner. Notice shall inform customers with locked gates or dangerous animals to contact the City to schedule access. Additional notices must be used during manhole inspection, manhole rehabilitation work or cleaning and video operations as needed to keep the customer informed and to gain access. If it has been over 30 days since original notification, the customer will be re-notified prior to any additional work. The Contractor shall submit Notification Reports within seven (7) business days which indicate the specific addresses which were notified per collection line.

301.3 All manhole inspection work shall be performed in accordance with MACP Standard Manhole Inspection Protocol. Contractor should use MACP-Version 6.0 to perform the manhole inspections. In addition, Manhole Inspection must be signed off by Contractor employee with PACP/MACP certification confirming that the inspection is correct. Contractor will provide electronic manhole inspection data in "NASSCO Exchange Database" format (which will be in Microsoft Access database format as an MDB).

301.4 The Authority shall review manhole inspection documentation and electronic files, notification reports, and manhole repair work visually and document such observation. Any work not completed or unacceptable shall be redone until satisfactory results are obtained, based on the TMUA Water and Sewer Department Standard Specifications and the following stipulations.

302 MANHOLE LOCATION AND INSPECTION

302.1 Inspection: The Contractor shall visually inspect manholes as designated by the Authority's representative.

302.2 Contractor shall attempt to locate and inspect pre-assigned manholes before beginning cleaning in that maintenance area. Contractor shall perform manhole location and inspection on buried manholes, on manholes not identified on the atlas but present in the field and on any other manholes as requested by the Owner's Representative. Contractor shall inspect additional manholes as designated during cleaning, creek crossing inspection, or video inspection operations.

302.3 Contractor shall attempt to locate manholes by using a metal detector and probing rod or other technology as approved by Authority's representative. The Contractor shall have available on location reliable metal detectors designed to locate intermediate sized metal objects at a minimum of three (3) feet depth, sounding rods, shovels and such like devices to verify location of the buried manhole. Contractor shall notify Owner's Representative

regarding location of the buried manhole for authorization to adjust the buried manhole to grade level.

302.4 The Authority shall issue work orders to Contractor to authorize manhole raise and repair work as identified during Contractor's manhole inspection. Contractor must complete the work within thirty (30) days after the work order is assigned and submit the completed work order within two (2) business days after the work is performed.

302.5 The following gas readings shall also be monitored and documented: oxygen content, hydrogen sulfide content, carbon monoxide, and combustible gas content. Test equipment for this purpose is subject to the Authority's final approval. If any gas level is excessive, or oxygen is deficient, the Authority shall be notified immediately.

302.6 Measurement and Payment: Manhole location and inspection shall be verified by visual observation. All "unsuccessful" manhole location work shall be considered incidental work. Measurement and payment of manhole location and inspection shall be made upon receipt by Authority of completed "Manhole Inspection Report" paperwork and electronic files. Electronic Access database must be submitted monthly with the payment request. Paper Manhole Inspection Reports should be submitted to Authority's representative no later than two (2) business days after the inspection is performed. Other items will be considered as incidental work and the cost thereof shall be included in such contract pay items as are provided in the proposal.

303 CREEK CROSSING INSPECTION

303.1 The Contractor shall visually inspect creek crossings where the sewer line is located in a creek bank or crosses a creek. Creek Crossing Inspection should normally be performed during cleaning operations. Contractor shall visually inspect and document the condition, including the following information: whether the line is exposed in the creek, condition of exposed pipe, piers and fasteners, pipe type and type of covering. Contractor shall identify any debris buildup on the creek crossing. Contractor shall also identify any creek bank erosion within 50 feet of the line. Contractor shall identify distance from the upstream manhole where crossing starts and distance from the upstream manhole where crossing ends. If special access is needed to get to the creek crossing, this shall also be documented on the report. Contractor shall identify GPS coordinates for crossing within submeter accuracy.

Inspection shall be documented by a minimum of six quality digital photos and completion of a Creek Crossing Inspection Report (as approved by Authority). Digital photos must clearly identify the collection line that crosses the creek. Contractor shall submit the Creek Crossing Report and digital photos on a flash drive in jpg format. A form attached to the flash drive shall indicate the contract, area and collection line(s) of the creek crossings on the drive(s). If there is more than one creek crossing on the same collection line, the photos for all the creek crossings shall be included and Contractor shall indicate on the form the number of creek crossings.

Contractor shall also perform a documented MACP Manhole Inspection on the upstream and downstream manholes of the Creek Crossing and will be paid in accordance with Bid Item .1 for each Manhole Inspection. Contractor shall also be required to video inspect each creek crossing and shall be paid for the appropriate line size video inspection in addition to the Bid

Item .2: Creek Crossing Inspection. Creek Crossing Video Inspection shall be treated as normal contract video inspection and be submitted in the same format and with the same deadlines.

303.2 Measurement and Payment: Creek Crossing Inspection shall be verified by visual observation and approved for payment based upon approval of completed Creek Crossing Inspection Report and digital photos. Flash drive and forms shall be submitted to Authority's representative no later than seven (7) business days after inspection is completed. Incomplete, illegible or inaccurate Creek Crossing Inspection Reports or poor quality photos will not be approved for payment.

304 GENERAL MANHOLE REPAIR/ADJUSTMENT

304.1 General: Prior to any excavation work, Contractor shall notify property owner at least 48 hours (not including weekends and/or holidays) in advance of performing any work on site.

304.2 Contractor shall use the OKIE-One Call System, make a reasonable effort to ascertain the existence of obstructions and locate obstructions by hand digging in advance of machine.

304.3 Immediately following any manhole adjustment work, Contractor shall remove any debris from the manhole. This work is considered incidental and shall not be paid as a separate Bid item.

305 RESET/REPLACE CASTING & LID

305.1 The Contractor shall perform "reset, replace casting & lid" work on such manholes as recommended in writing by the Authority's Representative. The request for such work shall originate from Contractor-submitted form. Said work shall be performed on manholes when the casting and lid is offset from manhole, damaged, or fits improperly.

305.2 Reset Casting and Lid: The Contractor shall perform excavation adequate to remove manhole casting, clean top of existing manhole of loose debris, and use Easystick trowelable bitumastic joint sealer or equal, applied according to manufacturer's specifications to join manhole casting to chimney or rings. Set casting and plaster with 1/4" grout interior and exterior, backfill area around casting and restore grade finish to pre-existing condition or better.

305.3 Replace Casting and Lid: The Contractor shall perform same procedures as described in

305.4. The new casting and lid will be supplied by the Authority. The old casting and lid shall be salvaged and delivered to the Authority.

305.5 Payment: Payment shall be based upon the unit price bid specified in the proposal for each reset or replace casting and lid. The Authority's Representative shall approve each reset or replace casting and lid prior to work commencing. Other items shall be included in such contract pay items as are provided in the proposal. Reset/Replace Casting and Lid shall be approved for payment upon verified by visual inspection and receipt of completed "Reset/Replace Casting and Lid" work report. Form shall be submitted to Authority's representative no later than seven (7) business days after inspection is approved.

306 RAISE/REPAIR LAMPHOLE

306.1 The Contractor shall perform "Raise/Repair Lamphole" work on such lampholes as recommended in writing by the Authority's Representative. The request for such work shall originate from Contractor-submitted forms.

306.2 The Contractor shall excavate and remove defective pipe, including the bend, install new pipe of mating material using clamps or bell to spigot pipe, pour new concrete donut under lamphole casting, set lamphole casting, plaster casting seam, and restore finish grade to pre-existing condition or better. The joint between frame ring and pipe or chimney shall be sealed with Easystick trowelable bitumastic joint sealer or equal applied according to manufacturer's specifications.

306.3 Lampholes which have previously been raised with brick and mortar shall have the brick removed and replaced with mating pipe material to grade. If bell to spigot pipe is not available, pipe must be clamped together in such a manner that will allow lamphole to be free-standing prior to backfill.

306.4 Payment shall be based upon the unit price bid specified in the proposal for each lamphole raised/repared. The Authority's Representative shall approve each raise/repair lamphole prior to work commencing. Raise/Repair Lamphole work shall be verified by visual observation and approved for payment upon receipt of completed "Raise/Repair Lamphole" work report. Forms shall be submitted to Authority's representative with seven (7) business days after Raise/Repair Lamphole work is performed.

307 RAISE MANHOLE TO GRADE

307.1 The Contractor shall perform this work on such manholes as recommended in writing by the Authority's Representative. The request for such work shall originate from Contractor-submitted forms. Said work shall be performed on manholes so that the finished-to-grade lid to top of corbel distance is less than 16 inches. Materials used for manhole raises should be the same type as original construction whenever possible.

307.2 Measurement and Payment: Payment shall be based on the nearest vertical whole inch with a two (2) inch minimum for manhole adjusted less than 12 inches. Payment shall be based on the nearest vertical whole foot with a one (1) foot minimum for adjustments of 12 inches or greater. The length of the raise shall be determined by measuring from the flowline of the manhole to the top of the manhole rim before work commences and again after the manhole has been raised, and taking the difference of the two measurements. The Authority's Representative shall approve each raise manhole to grade prior to work commencing. Other items shall be considered incidental work and the cost thereof shall be included in such contract pay items as are provided in the proposal. Raise Manhole to Grade work shall be verified by visual observation and approved for payment upon receipt of completed "Raise Manhole to Grade" work report. Forms shall be submitted to Authority's representative with seven (7) business days after Raise Manhole to Grade work is performed.

308 INVERT AND TROUGH REHABILITATION

308.1 Contractor shall trim and grout smooth the invert and trough where pipe rehab method such as slipline pipe or CIPP liner or manhole lining has left a lip or rough transition between the rehabilitated pipe and invert or in the trough. Contractor shall take all appropriate steps to ensure minimal interruption to flow. Contractor shall remove any obstruction, including aggregate or other hardened material in the manhole invert, trough or on the floor and attempt to restore original flow capacity. This bid item also includes restoring flow capacity to ensure that no material is allowed to wash down the line. Contractor shall clean manhole bench, trough and invert and remove from manhole all loose materials after rehabilitation. Contractor shall grout any open angular space between pipe invert and manhole wall.

308.2 Payments shall be based on unit price per manhole that the invert and trough is rehabilitated by the Contractor. The Authority's Representative will inspect and approve Contractor's work quality on the invert. Invert and Trough Rehabilitation work shall be verified by visual observation and approved for payment upon receipt of completed "Invert and Trough Rehabilitation" work report. Forms shall be submitted to Authority's representative with seven (7) business days after work is performed.

309 MOBILIZATION TO RAISE/REPAIR MANHOLES/LIGHTHOLES OUTSIDE CLEANING AREA

309.1 Authority's representative will issue a "batch" of workorders for contractor to raise/repair manholes/lightholes outside the cleaning area. Contractor may charge a single mobilization for each maintenance area within that "batch" of workorders (Bid Item 0.51).

DIVISION IV

CLEANING AND VIDEO INSPECTION OF MISCELLANEOUS STRUCTURES OR PIPE AND WEEPHOLES AT WATER/WASTEWATER FACILITIES

401. GENERAL

401.1 This work shall be performed at Water/Wastewater facilities and other City-owned facilities including but not limited to treatment plants, plant-operated lift stations and other facilities. Contractor shall be on-call for providing emergency and non-emergency cleaning and/or video inspection of miscellaneous structures, wet wells, pits, tanks, lagoons, weepholes and 2" to 12" diameter pipe. The Authority's representative shall notify Contractor of a work assignment, including type of services needed, location and whether emergency or standard mobilization is needed. If a pre-inspection by Contractor is necessary, such pre-inspection is considered incidental.

401.2 If the Authority's representative chooses to have Contractor perform emergency mobilization, Contractor shall mobilize with the specified equipment at the Authority's designated location within four (4) hours.

401.3 If the Authority's representative chooses standard mobilization, Contractor shall mobilize with the specified equipment at the Authority's designated location within 48 hours unless the Authority's representative requests a later mobilization date.

401.4 Once standard or emergency mobilization has occurred, cleaning or video inspection of the miscellaneous structure(s) or pipe/drain lines may not be suspended by Contractor during regular work hours without approval by Authority's representative. Authority's representative may terminate the specific project at any time he deems it necessary.

401.5 Site preparation: All objectionable materials such as rubbish and debris that obstruct cleaning operations shall be removed and disposed of as directed by Authority's representative. If commercial disposal of this material is necessary, Authority's representative will pay the cost of disposal to the vendor. The Contractor's time spent on site preparation or disposal of debris shall be added to hours of cleaning/video operation and paid as per the appropriate bid item.

401.6 Disinfection of equipment: Contractor shall thoroughly clean and disinfect any cleaning or video equipment prior to cleaning or video inspection work in such structures, pipe or weepholes as requested by Authority's representative and/or as required to meet any federal or state regulations.

402. MISCELLANEOUS STRUCTURE CLEANING

402.1 Contractor will provide wet vacuuming, utilizing a vacuum truck that can satisfy the following lift requirements. This work will be performed on miscellaneous structures at Water/Wastewater facilities, including manholes, valve vaults, scum pits, wet wells, tanks, lagoons, holding basins and various other structures. Contractor will be required to vacuum water and materials in structures that are up to 75 feet deep. Vacuum machine must be capable of vacuuming underwater. Equipment used for this work shall have a minimum air flow of 4000 to 6000 cfm at 27-28 inches of mercury, 2-stage fan driven hydro-excavator or positive

displacement pump and at least a 5 CY holding tank. Vacuum machine must be capable of extracting mixed solids, liquids, sludge, grease, soils, concrete, trash or other debris, or any other material that may be conveyed in the wastewater collection system by means of suction tubes or hoses attached to the vacuum machine that may be located up to 50 feet from structure. Contractor shall remove all debris from the structure. Walls and floor of structure shall be washed down by high pressure jet, unless directed otherwise by Authority's representative. Contractor shall utilize sufficient water pressure to remove all grease, slime and other deposits from structure walls and floors. Contractor shall prevent spills or leaking of liquid and solids during the entire operation. Contractor shall use a minimum of 600 psi handgun to wash down structure.

402.2 Bid items 20.5-20.7 will be used for Heavy Cleaning of Miscellaneous Structures, where structure condition/grease or debris buildup is excessive and normal mechanical cleaning methods may not suffice. This would include, but is not limited to, structures where manual labor is required to break up the grease/debris buildup.

402.3 Where alternative vacuum equipment or methods would work better for specific structures and situations, Contractor may seek approval in advance from the Authority's representative to utilize the alternative equipment or methods. Contractor shall prevent spills or leaking of liquid during entire operation.

403. FACILITY PIPE AND WEEPHOLES CLEANING

403.1 Contractor will provide jetting services utilizing 2000-2500 psi high pressure cleaning of facility pipe, including but not limited to sanitary or storm service line pipe, drain line pipe or weepholes that have become totally or partially clogged. Lines for this service shall be generally less than 1000 feet in length. Equipment must be capable of cleaning lines from 2" to 12" in diameter. Contractor shall clean pipe by high pressure cleaning units designed to deliver 60-80 gallons per minute of clean water at a pump pressure of between 2000+ and 2500 pounds per square inch (psi), through a nozzle assembly designed for such application with orifices drilled at angles ranging from 15 to 35 degrees from the pressure hose axis, as appropriate for application and pipe size. The nozzle assembly shall include a nozzle extension to center nozzle in pipe and prevent nozzle from entering lateral lines. Pipe cleaning shall consist of one or more passes through the pipe/drain line with the hydraulic jet nozzle. Contractor shall maintain a minimum of 1800 psi water pressure during jet nozzle cleaning. Return pass by nozzle shall be maintained at slow, steady rate, not to exceed one foot per second.

403.2 Implements of hydraulic cleaning may include various sizes and types of high-pressure jet nozzles and root saws. Hydraulic root saws shall be used when the lines appear to have root intrusion or at any time the Contractor or Authority's representative deem it necessary. Hydraulic root saws shall be powered by the high-pressure cleaning unit and be designed to develop 800 revolutions per minute when operated with 1000-1200 psi water pressure. Contractor shall maintain a minimum of 1000 psi water pressure during complete pass by root saw. Root saws shall be pulled back at a rate not to exceed one (1) foot per second. Root saw blades shall be sharpened or replaced when tooth height on forward or rear cutting edge is less than 1/8 inch or as directed by the Authority's representative.

403.3 When facility service pipe begins or terminates at a structure, Contractor shall clean and wash down the interior walls and floor of the structure using pressurized water jet. Structure cleaning as part of facility pipe or weepholes cleaning shall be included in the hours for facility pipe cleaning and not paid separately as miscellaneous structure cleaning. Debris from the structure wash down shall be removed and disposed of by the same means as debris removed from pipe.

403.4 Contractor is expected to remove any blockage or obstruction in line, including unattached pieces of broken pipe. Contractor is not expected to remove sections of attached collapsed pipe. Broken and collapsed pipe shall be documented on paperwork. Contractor shall notify Authority's representative immediately when collapsed pipe is suspected so Authority's representative can determine whether the line should be video inspected.

403.5 Pipe and/or weep holes shall be considered clean when all sludge, roots, grease and debris are removed. Authority's representative shall have the final determination. Additional cleaning efforts or methods may be required to get the line clean. Any deviation from this standard procedure must be approved in advance by the Authority's representative and will only be approved being cleaned.

403.6 Contractor shall utilize some type of debris basket or screening as approved by the Authority's representative to prevent large debris from being washed downstream of the lines

404. EQUIPMENT SAFETY

404.1 If Authority's representative deems equipment is not functioning properly or safely, Contractor will promptly make the required adjustments. Jet rodder hose must retain its structural integrity and/or not collapse when water pressure is turned off. When structural integrity is lost, hose is considered unsafe and may no longer be used for cleaning operations.

405. IF CONTRACTOR DAMAGES PIPE OR STRUCTURE

405.1 Contractor has the entire responsibility to achieve a well-cleaned pipe or structure without damaging it. Any damage caused by the Contractor shall be repaired at Contractor's expense in strict compliance with TMUA Water and Sewer Specifications either by the City or by a Utility or General Contractor certified by City of Tulsa.

406. SEWAGE OVERFLOW

406.1 Contractor has the entire responsibility to prevent a sewage overflow during cleaning operations. Any overflow which does occur shall be reported to Authority's representative immediately. Contractor shall clean and restore the site to the Authority's representative's satisfaction.

407. DEBRIS REMOVAL AND TRANSPORTATION

407.1 Material that may be vacuumed or jetted from wastewater plant pipe, drain line and structures includes, but is not limited to, any combination of the following:

- Wastewater, which may include suspended and dissolved solids, organic material, water and combinations of any of these materials.
- Screenings which include plastics, rags, debris, material, which may be disposed of in a sanitary sewer and collect on screens or bars.
- Grit, which includes sand and particulates that accumulate in the bottom of structures.
- Gravel, rocks, bricks, broken pipe and pieces of concrete.
- Scum and grease, which includes any accumulation of organic or synthetic fats, oils and grease.
- Sludge, which is the solid accumulation of organic matter in the bottom of basins, clarifiers or structures.
- Any other substances which may have been release into the sanitary sewer system.

407.2 Debris removed during cleaning operations shall be transported by Contractor to disposal site as designated by Authority's representative. The time for transporting the debris shall be included in the hours of cleaning operations. Contractor shall prevent spills or leaking of liquid during entire operation. Any transportation of debris or other material by Contractor shall be done in vehicles or equipment which contains the debris or other materials in a manner to avoid the possibility of dripping, spilling, scattering, leaking, or blowing. Should mishaps occur for any reason, Contractor shall be responsible for cleaning up any such debris or other material to the satisfaction of the City and other authorities having jurisdiction. Contractor must follow all EPA, ODEQ and ODOT regulations for transporting liquids. All vehicles transporting debris shall not exceed the maximum allowable load limit (pounds) of any road being used. Normally, Contractor will dispose of all materials removed from wastewater treatment plant structures, pipe or drain lines at the Authority's facilities, as directed by Authority's representative. If Authority's disposal site is more than one mile from the water/wastewater treatment plant or plant-operated facility, Contractor will be paid for mileage to the disposal site in accordance with Bid Item 26.2.

407.3 Bid Item 27.0 is Plant Debris Disposal and Specialty Equipment Allowance: Contractor shall include a lump sum amount of \$8,000 for disposal of plant debris at a commercial facility or utilization of specialty equipment as may be required by the Authority. Contractor shall provide cost estimate and utilize this bid item only with prior approval from the Authority's representative. If authorized disposal site is a commercial facility, the Authority will normally arrange to pay disposal charges directly to commercial facility. If Contractor is required to pay disposal charges to commercial facility, the Authority will reimburse those disposal costs to Contractor, using Plant Debris Disposal Allowance. If Authority's representative requires Contractor to utilize specialty equipment for cleaning, video inspection or confined space entry at water/wastewater facilities, other than the standard equipment specified in this document, this bid item shall be utilized to reimburse contractor for usage of that equipment.

407.4 Contractor shall not be required to remove or dispose of any materials classified as Hazardous Material by local, state or federal regulations.

408 VIDEO INSPECTION AT WATER/WASTEWATER FACILITIES

408.1 Contractor shall be required to perform video inspection of pipe or miscellaneous structures at Water or Wastewater facilities. Contractor shall provide to the Authority's

representative a video recording of the inspection in digital video format on flash drive and a paper log within 24-hours after video inspection is completed. Flash drive and paper log shall be clearly labeled, identifying the specific pipe or structure that was video inspected and the location, or labeled as designated by Authority's representative. City shall retain possession of flash drive. Flash drive shall be considered incidental and Contractor should include cost of the drive in the bid for video inspection work.

409 VIDEO INSPECTION OF PIPE OR WEEPHOLES

409.1 Video inspection of pipe or weepholes at water or wastewater facility shall be performed using closed-circuit pan and tilt color digital video camera with zoom to video record the condition of the interior surface of the pipe. Digital video recording shall show a minimum of three quarters of the inside circumference of the pipe or weephole. Contractor must take whatever steps are necessary to minimize flow so that no submerged footage is submitted. Contractor must take all necessary precautions to prevent a sewage overflow while attempting to minimize flow. Where physically impractical or impossible to use remote-controlled digital camera, Authority's representative may approve alternative color video inspection camera.

409.2 The video recording must be clear and of good quality with clear and easy to understand audio. The video, audio and a paper video log must clearly identify the specific line(s) being video inspected as designated by the Authority's representative. The following information shall be identified on screen and paper.

1. Pipe type and condition, referenced on screen by the specific line ID designated by Authority's representative, date and location.
2. Starting point/structure, direction of flow and ending point.
3. Service tees, referenced on screen by service tee, footage from starting point, clock position. Use camera zoom and pan and tilt features to clearly show condition of service tee.
4. Pipe transitions, referenced on screen by transition pipe type, footage from starting point.
5. Defects, referenced on screen by defect type, severity, footage from starting point. Use camera zoom and pan and tilt features to show defect clearly.

408.3 Video inspection recording shall show pipe condition immediately upstream and immediately downstream from any obstructions preventing passage of camera. Contractor shall use camera zoom and pan and tilt features to clearly identify the obstruction and reference on-screen and audibly the type of obstruction and footage from starting point. Contractor shall immediately notify Authority's representative when severe obstruction causes flow to hold back or if line is collapsed.

410. VIDEO INSPECTION OF MISCELLANEOUS STRUCTURES

410.1 Contractor shall perform video inspection of miscellaneous structures at Water or Wastewater facilities as requested. Contractor shall use color digital video camera with zoom capable of clearly identifying and recording the condition of the entire interior surface of miscellaneous structures such as manhole, vault, wet well, clarifier, pit, lagoon, etc. Contractor must use sufficient lighting in addition to camera's lighting to provide well-lit high-contrast video of structure surface that clearly identifies defects. Contractor shall zoom in on the defects.

Authority's representative shall make the final determination whether the quality of the video inspection is acceptable.

410.2 At beginning of video inspection, Contractor shall show on screen a digital or printed heading to identify the structure, including the following information: date, structure I.D., address and any other identification as specified by the Authority's representative. Note: This may be a recording of the information written on paper. The same information shall be stated audibly on the recording. Contractor shall utilize some type of measuring tool to identify the location of the defects. If manual entry is necessary to video inspect the structure, Contractor shall mark the defects on the surface of the structure by painting a circle in red around the defect.

410.3 VIDEO INSPECTION OF MISCELLANEOUS STRUCTURES UNDERWATER

Contractor shall use color digital video camera capable of providing clear video inspection underwater in structures where flow cannot be removed or restricted to video record the condition of a structure such as a wet well, clarifier, pit, tank, lagoon, etc. Contractor must use sufficient lighting in addition to camera's regular lighting to provide well-lit high-contrast video of the entire interior structure surface that clearly identifies defects underwater. Contractor shall zoom in on the defects. The Authority will provide a diver if required for underwater camera insertion. Where physically impractical or impossible to use remote-controlled digital camera, Authority's representative may approve alternative color video inspection camera. Contractor shall perform video miscellaneous structures underwater when water is clear enough and camera is powerful enough to allow a good quality video inspection underwater of the structure's surface.

410.4 At beginning of video inspection, Contractor shall show on screen a digital or printed heading to identify the structure, including the following information: date, structure I.D., address and any other identification as specified by the Authority's representative. Note: This may be a recording of the information written on paper.

410.5 Authority's representative shall make the final determination whether the quality of the video inspection acceptable.

411 CONFINED SPACE ENTRY

411.1 During cleaning and/or video operations, Contractor shall follow OSHA regulations and perform Confined Space Entry when entering any structures or pipe that OSHA defines as confined spaces. Contractor shall submit a copy of the Entry Permit to the Authority's representative within 24-hours following the Confined Space Entry. Contractor will be paid for such confined space entry as required to meet OSHA standards per entrant per hour as per the appropriate bid items. Contractor should include in his bid the cost of all equipment and personnel required by OSHA regulations for Confined Space Entry.

412 EXTRICATION OF EQUIPMENT

412.1 Contractor shall immediately notify Authority's representative if any of the Contractor's equipment becomes stuck or lodged in the line. Contractor shall be responsible for extricating any equipment which becomes stuck in the line, without damaging the existing pipe. Contractor should follow standard retrieval methods such as utilizing steel cable. If contractor is unable to retrieve equipment or damages pipe or structure during extrication, Contractor shall utilize video

camera to identify the condition of the pipe and the circumstances preventing removal of the contractor's equipment. Authority's representative shall evaluate the situation and determine the additional action to retrieve the equipment and restore pipe flow. If the lodged equipment resulted from Contractor's negligence, all costs incurred by the Authority for obstruction removal and retrieval of the equipment will be subtracted from Contractor's next payment request.

413. TRIP CHARGE

413.1 If Contractor is required to perform cleaning/video operations outside the Tulsa City limits, Contractor will also be paid a set fee for mileage per mile roundtrip from the Tulsa City limits as per the appropriate bid item.

414. INSPECTION AND MEASUREMENT OF CLEANING AND/OR VIDEO INSPECTION WORK AT WATER/WASTEWATER FACILITIES

414.1 Authority's representative shall designate an Inspector who will monitor, visually inspect and approve Contractor's cleaning and video inspection of miscellaneous structures and pipe at Water/Wastewater facilities. The Authority's representative shall make the final determination whether the structures and/or pipe is clean and that the quality of the video inspection is acceptable to the Authority.

414.2 The Authority's representative will determine whether standard or emergency mobilization is needed. Contractor shall be paid a flat rate for mobilization in accordance with the appropriate bid item. Authority's representative may request a later mobilization date than the standard mobilization time. Mobilization shall include all costs involved in getting operator and equipment to the Authority's work site up to beginning cleaning/video inspection operations and all costs involved in removing equipment from site once the work is completed.

414.3 In addition to the mobilization cost, Contractor shall be paid per hour, rounded to the nearest quarter hour of cleaning or video inspection work as per the appropriate bid item. Lunchtime by Contractor's employees shall not be included for payment. After initial mobilization, any downtime caused by City operations shall be included in the hours of cleaning or video inspection. If Contractor is required to perform cleaning/video inspection work before 8 am or after 5 pm, Monday through Friday, or anytime Saturday or Sunday, Contractor shall be paid at the overtime rate per the appropriate bid item, not in addition to the regular hourly rate. If Contractor is required to perform cleaning/video inspection work anytime on the following holidays: Christmas Eve, Christmas Day, New Year's Day, Thanksgiving, Fourth of July, Memorial Day, Labor Day; Contractor shall be paid at the premium overtime rate per the appropriate bid item, not in addition to the regular hourly rate. The overtime rate and premium overtime rates are only applied when the Authority requires the Contractor to work those non-standard hours. If the Contractor requests to work at those non-standard times to perform cleaning/video inspection work, Contractor shall be paid at the hourly rate for regular hours per the appropriate bid item.

415. SUPPORT PERSONNEL

415.1 Bid items 25.0, 25.1, and 25.2 shall be utilized to reimburse contractor for additional support personnel necessary to perform Facility Cleaning or Video Inspection work. This bid item will apply to additional laborers when more than two employees are necessary to perform the work and should be agreed upon in advance by the Authority's representative and the Contractor. The hourly cost bid for Water/Wastewater Facility cleaning and video inspection work shall include the cost of a two-man crew.

PROJECT SPECIFICATIONS

501 FORMS

502 REPAIR DRAWINGS/SPECIFICATIONS

City of Tulsa Sewer Operations and Maintenance

Project#

Date: _____

Work Cat.
PJ

Foreman:

Additional Info/Problems

[illegible]

Data:

Work Order #
Entry Clerk:

Date:

PROJECT NO.

ADDRESS[illegible]

NOTIFIED BY:

COMPANY:

INSPECTOR:

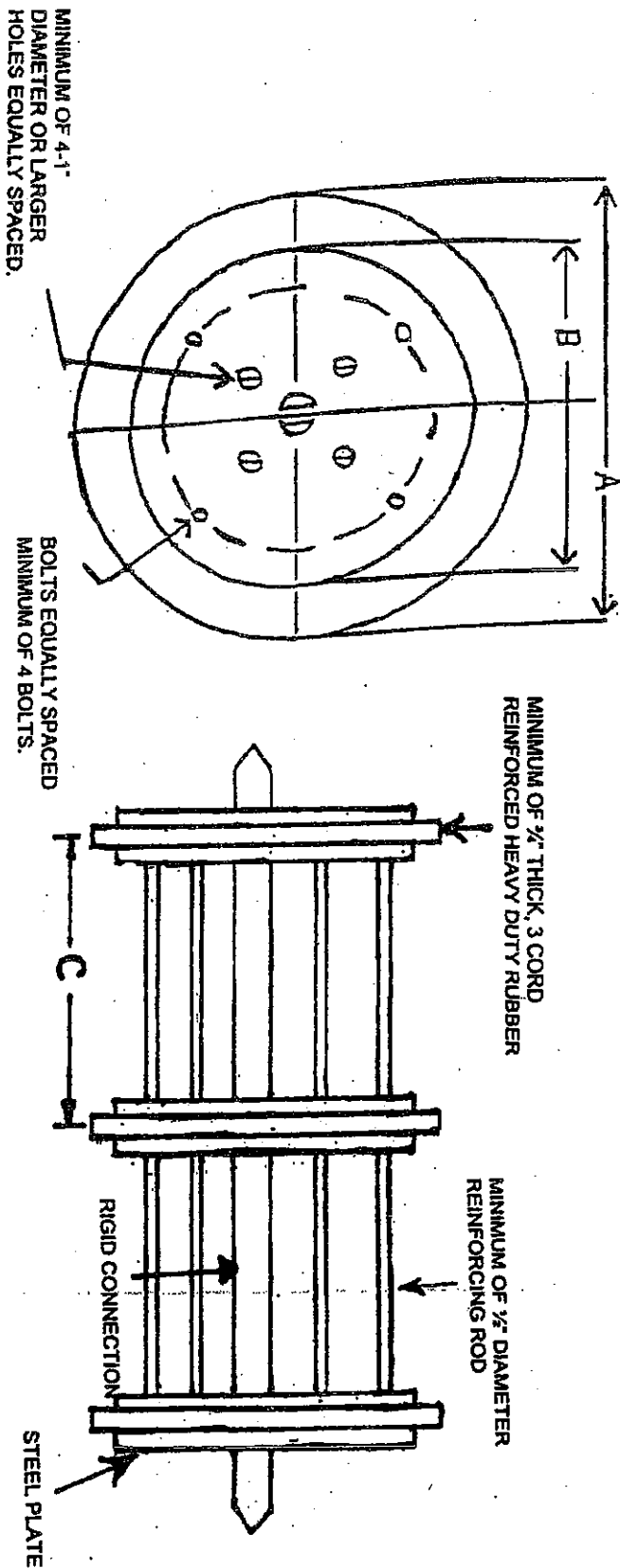
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City of Tulsa Creek Crossing Inspection Report

Page	Upstream Area	Upstream MH#	Date
Dwnstream Area		Dwnstream MH#	Project / WO#
Access Address		Crossing Address	
Inspected: Yes / No	Location of Creek Crossing		Type of creek bed or bank where line is located
	1 = Front	4 = Street	1 = Soil
# of Pictures: _____	2 = Rear	5 = Woods	2 = Gravel
CD Id #:	3 = Side	6 = Other	3 = Rip-rap
Creek Crossing GPS coordinates X =	Y =	Encroachment Y / N Describe:	
Measurements of creek crossing:	Pipe Type	Siphon Y / N # of Barrels Barrel sizes:	
Starts at _____ ft from Up / Down	1 = VCP	Collection line encased Y / N	
Ends at _____ ft from Up / Down	2 = DIP	Type of encasing:	Type of creek bank:
No Crossing - Line Follows Creek	3 = CON	1 = Concrete	1 = Soil
Starts at _____ ft from Up / Down	4 = PVC	2 = Conduit	2 = Gravel
Ends at _____ ft from Up / Down	5 = Other / Unknown	3 = Other / Unknown	3 = Rip-rap
Collection Line (or encasement) exposed in creek Y / N	Condition of pipe/encasement 1=Good 2=Fair 3=Defective		
# of Piers: _____ # of Piers in creek bed:	Condition of piers 1=Good 2=Fair 3=Defective		
Condition of fasteners 1=Good 2=Fair 3=Defective	Debris buildup Y / N Amount of debris	Type of debris	
Creek bank erosion within 50' of collection line Y / N	Compass direction:	LF from Crossing	
Additional work needed Y / N	Work cat	P Code	
Which stream or creek: _____ Is special access needed to get to creek crossing? Yes / No Explain:			
Contractor	Date	Crew Leader	Date

TRIPLE DISC SWAB DETAIL

DRAWING 38

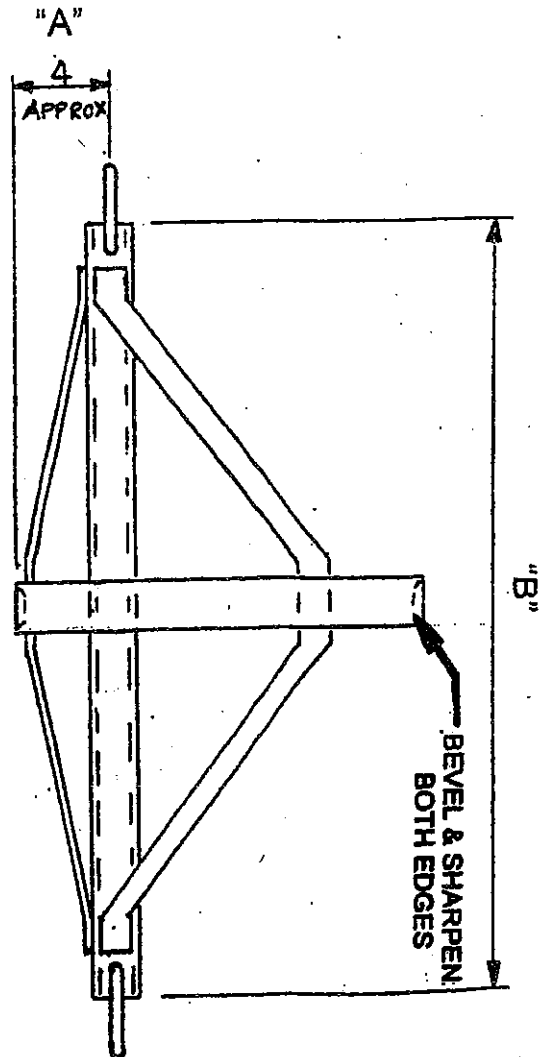
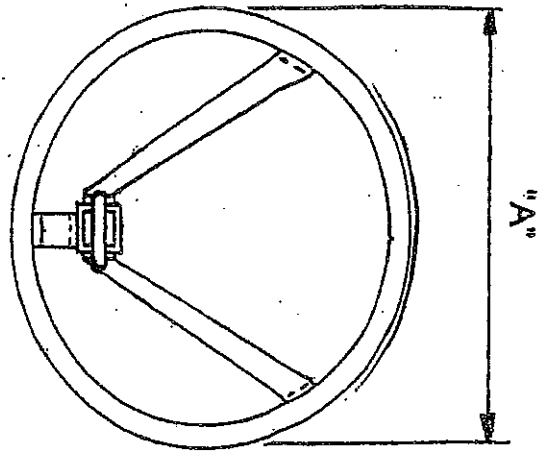


LINE DIAMETER
15 INCH
15 INCH
16 INCH
18 INCH
21 INCH
24 INCH
27 INCH
30 INCH
36 INCH
42 INCH
48 INCH
54 INCH
60 INCH
66 INCH

DIMENSION (A) WITH A RUBBER
12 INCH
15 INCH
15 INCH
18 INCH
21 INCH
24 INCH
27 INCH
30 INCH
36 INCH
36 INCH
42 INCH
48 INCH
54 INCH
54 INCH

MINIMUM STEEL PLATE DIMENSION (B)
9 INCH
9 INCH
9 INCH
12 INCH
15 INCH
18 INCH
21 INCH
24 INCH
30 INCH
30 INCH
36 INCH
42 INCH
48 INCH
48 INCH

MINIMUM DISTANCE CTR. TO CTR. RUBBER (C)
9 INCH
9 INCH
9 INCH
9 INCH
9 INCH
10 INCH
10 INCH
10 INCH
10 INCH
12 INCH
12 INCH
12 INCH
12 INCH



TYP. BAND CUTTER DETAIL

PIPE SIZE	"A"	"B"
15"	12"	36"
18"	15"	36"
21"	18"	36"
24"	21"	36"
27"	24"	42"
30"	27"	45"
36"	33"	48"
42"	38"	48"
48"	44"	54"
54"	48"	60"

