# **Invitation for Bid (IFB)**

IFB22-424

**Supplies or Service Requested**: Carpet Replacement - Public Safety Center

NIGP Commodity Code(s): 360-76; 910-09

# **Solicitation Schedule**

EVENT	DATE
IFB Issue Date	05/05/2022
Pre-Bid Conference/Site Visit	Pre-Bid Meeting
City of Tulsa, 801 E. Oklahoma St. Tulsa, OK 74106 – 3:00pm	05/12/2022
City of Tulsa, 801 E. Oklahoma St. Tulsa, OK 74106 – 3:00pm	05/19/2022
Deadline for Questions	05/27/2022
Submitted to assigned buyer via email.	10 Days prior to IFB due date
Bid Submission Date Either mailed or delivered to City Clerk address. Bids are open the day after the due date.	06/08/2022

If You have any questions or need additional information, contact the Assigned Buyer:

Darin Johnson, Buyer | purchasing@cityoftulsa.org All questions should be emailed with IFB **22-424** on the subject line.

#### Submit Bids (sealed) to:

City Clerk's Office City of Tulsa 175 E. 2<sup>ND</sup> St., Suite 260 Tulsa, OK 74103



Bids (2 total:1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service Requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Bids received after the stated date and time will not be accepted and will be returned to the Bidder unopened.

#### I. STATEMENT OF PURPOSE:

#### 1. Overview and Goals

The intent of this bid is to secure, on a competitive basis, a source of supply to remove existing carpet and install new carpeting at the City of Tulsa's Public Safety Center (PSC) located at 801 E Oklahoma Street, Tulsa, OK for the City of Tulsa (City).

#### 2. Term of Contract

The City intends to award an Agreement to the Lowest Secure Bidder meeting Technical Specifications. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

The entire Invitation for Bid (IFB) including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted**.

Capitalized terms used in this IFB and not defined in the Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the Tulsa Revised Ordinances found at <a href="https://library.municode.com/ok/tulsa/codes/code">https://library.municode.com/ok/tulsa/codes/code</a> of ordinances?nodeId=CD ORD TIT6FIDE CH4PU

#### **Authorized Agent**

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an "**Authorized Agent**." An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- Corporations the president, vice president, board chair or board vice chair can sign; others
  can sign if they have and provide the City with (i) a corporate resolution giving them authority to
  bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still
  valid.
- o **General Partnerships** any partner can sign to bind all partners.
- o **Limited Partnerships** the general partner must sign.
- Individuals no additional authorization is required, but signatures must be witnessed and notarized.
- Sole Proprietorship the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- Limited Liability Company (LLC) The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.



#### II. SCOPE OF WORK AND SPECIFICATIONS

#### 1. Scope of Work:

The scope of work is to remove existing carpet and install new carpet at the City of Tulsa's Public Safety Center (PSC) located at 801 E. Oklahoma Street, Tulsa, Ok for the City of Tulsa.

#### **Delivery Requirements**

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

Absolutely no items over 500lbs. may be directly shipped to the City of Tulsa requiring the City personnel to unload from the shipping truck or trailer. The City of Tulsa carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

#### 2. Specifications

All pricing line items in Exhibit A shall be all inclusive and include all costs to remove existing carpet and furnish, deliver, and install new carpeting including all floor preparations. Seller shall furnish all the necessary manpower, materials, and equipment necessary to achieve the schedule. Carpet quantities shall include 7 Square Yard (SY) of attic stock per type of carpet.

**PRODUCT LAYOUT PLANS**: AutoCAD files of floor plans, and higher resolution pdfs of drawings included in this IFB will be released to Bidders who attend mandatory pre-bid meeting. Bidder shall provide (1) full-sized hard copy and (3) 11" x 17" hard copies of floor plans illustrating carpet layouts (to scale) with bid submittal for this project. Bidder(s) is responsible for field verification of carpet quantities required.

**PRODUCT CUT SHEETS**: Three (3) copies of cut sheets as needed to verify that any substitution is an acceptable equal shall be provided with the submission of the bid.

#### **DELIVERY & INSTALLATION SCHEDULE:**

The Seller shall complete delivery and installation of this project within 8 weeks of the date that the Purchase Order is issued.

The PSC is occupied 24/7/365. All work must be performed normal working hours from 7:00 am to 5:00 pm Monday through Friday.

- 1. Seller is responsible for layout from finished existing walls.
- 2. Seller shall furnish hoisting, material transport, and all material handling for the scope of this work.
- 3. **Delivery & on-site staging limitations**: Available space on site for product off-loading and staging is limited. It is strongly recommended that the product be pre-staged and organized in a manner to allow for it to be off-loaded and placed near its final location to minimize on site handling.
- 4. Seller shall include all remobilization operations required to complete the scope of this work.
- 5. Project Security:



- a. Per Oklahoma State law <u>O.S. Title 57, §583-584</u>: All Seller employees shall be legal citizens of the U.S./or have work visas, and shall have valid Identification for background investigation, which includes U.S. Driver's license, Social Security card, birth certificate, passport, and / or INS card. No Seller employee may have felony convictions within previous ten years. Any Seller employee convicted of a misdemeanor or felony within previous twenty years are subject to scrutiny. No Seller employees may have current criminal proceedings regarding sex offenses, acts of violence, fraud, embezzlement, burglary or outstanding warrant. All employees of Seller on site will be required to have an Oklahoma State Bureau of Investigation Criminal History Record Information check processed and on file with Seller. Seller shall be responsible for the expense of said background checks as part of this agreement. Seller shall certify to City of Tulsa Security that Seller has not employed any person on this site who does not meet the requirements of this section. Seller shall deliver background checks for all employees at one time to City of Tulsa Security.
- 6. Seller shall coordinate all material deliveries and installations with PSC staff Belinda McGhie or April Manning and shall have a representative on site to receive all deliveries of materials under the scope of work of this agreement.
- 7. Seller shall submit to Mary Kell an emergency contact list containing information on field supervisory personnel and management personnel complete with phone numbers prior to commencing work on the project. The information will be shared with PSC appointed staff Belinda McGhie, April Manning, and Todd Architecture Group following Purchase order being received.
- 8. Seller shall provide non-marking tires or "socks" for wheels and drip pans under any equipment that will be required to travel across slabs. This includes but is not limited to forklifts, pallet jacks, etc. Seller shall use all due diligence in minimizing marking of and damage to all floor surfaces.
- 9. Seller must keep surrounding streets, drives and parking areas free of debris caused by or created by the work.
- 10. Bid item 4 Furniture relocation at offices, conference rooms and classrooms only include pricing to move existing furniture to a temporary location on site in the PSC as well as temporarily moving items including but not limited to flat files and filing cabinets as needed to do the complete installation. Personal items will be boxed by City employees and left in place on top of existing modular furniture. The City of Tulsa is responsible for moving PCs, large copiers and desktop printers.
- 11. It should be noted that per Phasing Plan A1.1, eight (8) phases of installation have been identified in Operations Room number 55 and Operations Training Room 75. Carpet will be cut **around** these workstations and new carpet installed as per documents. It is desired that Phases 1 through 7 be completed in one day per phase if possible.
- 12. Seller shall provide a weekly graphic schedule to Mary Kell, showing installation areas affected a minimum of 7 calendar days in advance of re-carpeting to allow for personal items to be moved by City employees and for PCs, large copiers, and desktop printers to be moved by City of Tulsa IT staff. The information will be shared with the PSC staff Belinda McGhie, April Manning, and Todd Architecture Group.
- 13. Seller shall examine substrates upon which the work is to be installed. Notification must be given to Mary Kell, in writing of conditions detrimental to timely and proper installation of the



work. Seller may not start the work until unsatisfactory conditions have been corrected. If work is started without notification of unsatisfactory conditions, it shall be construed as an acceptance of substrate by Seller who shall repair unsatisfactory work caused by unsatisfactory substrate at no expense to the City. The information will be shared with Mary Kell, PSC staff Belinda McGhie, April Manning, and Todd Architecture Group.

- 14. Bid Item 10 is for unforeseen site conditions and will only be used if need is determined in advance and with approval in writing from Mary Kell. The City will discuss issues as necessary with PSC staff Belinda McGhie, April Manning, and Todd Architecture Group.
- 15. Seller shall furnish all submittals, shop drawings, and samples within 30 days of receipt of notice to proceed, or earlier if required by the project schedule. Seller shall provide (3) three sets of submittals to Mary Kell.
- 16. Seller shall provide all professional engineering or design services required by the Agreement for the assembly of submittals and shop drawings.
- 17. The term "substantial completion" is defined as substantial completion of the overall project or portions thereof as determined by Mary Kell. The City may discuss completion issues with PSC staff Belinda McGhie, April Manning, and Todd Architecture Group as necessary.
- 18. Seller shall submit closeout documents within 30 days of completion of the scope of the package.
- 19. Seller shall resolve all punch list items within 30 days of substantial completion of the overall project or portions thereof.
- 20. Seller shall follow instructions from the architectural reference titled "Todd Architecture Group Project Manual SP 21-10" and included herein for specific process requirements.

#### III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

- 1. <u>Bidder Registration</u>: To ensure timely updates and alerts about business opportunities with the City of Tulsa, interested Bidders should register as a Bidder with the City. To register, interested Bidders should email a completed "Registration Form" to Purchasing at <a href="mailto:purchasing@cityoftulsa.org">purchasing@cityoftulsa.org</a>. You can find necessary forms and instructions for registration at the following Website (<u>linked here</u>).
- 2. <u>Pre-Bid Conference</u>: If a pre-Bid conference is required, see the first page for time, location, and teleconference link.

#### Attendance Requirement

☒ Attendance at one of the two Pre-Bid Conference's (in-person) is required to submit a Bid.☐ Attendance is not required to submit a Bid.

Bidder(s) shall attend at least one of the pre-bid conferences for their Bid to be considered for award. Details of the event are found In the procurement schedule at the beginning of this document. Please note that, since the areas to be reviewed are occupied offices, proper attire is required, or Bidders will not be permitted access. Proper attire shall be as follows: Shirts, and pants or skirts (no shorts), and shoes. This visit will help Bidders gain familiarity with the building layout and logistics of moving carpeting from the truck to building, disposal of removed carpet, parking, and acceptable delivery routes and locations.



- 3. Questions and Concerns: As You prepare Your bid response, You may have questions or points of clarification around this solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the Assigned Buyer (listed on the first page) and be received at least 10 Days prior to the Bid Submission Date. Please include the IFB bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer communication with other City staff could result in disqualification.
- 4. <u>Issuing of Addenda</u>: The City of Tulsa may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City of Tulsa Website for the latest updates (<u>linked here</u>). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments and including it with Your Information for Bid. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
- **5.** <u>Bid Submission</u>: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Document Checklist to ensure your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

☐ Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

City Clerk's Office 175 East 2<sup>nd</sup> Street, Suite 260 Tulsa Oklahoma 74103

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain <u>both</u> of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder legal name and Bid number on the <u>outside</u> of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted.** The time stamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City of Tulsa's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

#### **Exceptions to Timeliness Requirement**

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the City deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- And if documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.



In the event that the bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and submittal envelope will not be opened.

The City of Tulsa will not be liable for delays in delivery of Bids to the City of Tulsa due to handling by the U.S. Postal Service, or any other type of delivery service. The City of Tulsa reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening or to delay or reschedule the Bid Opening for its own convenience.

The City of Tulsa reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

**<u>Bid Opening</u>**: All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma. They will also be aired online: the Assigned Buyer will share the link to Bidders via email.

#### IV. BID EVALUATION AND AWARD

- 1. <u>Bid Evaluation</u>: The Assigned Buyer and departmental staff will work together to determine the winning bid. Generally speaking, the Bid award will go to the <u>Lowest Secure Bidder</u>: the <u>Supply or Service that can best meet the City's needs at the lowest cost</u>. In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
- 2. <u>Bid Rejection or Withdrawal</u>: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected are as set forth in <u>the City's Purchasing Ordinance</u> and include, but are not limited to the following:
  - A submitted Invitation for Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
  - The Bid does not meet specifications and requirements in some material way;
  - The Bidder holds outstanding debt to the City;
  - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

3. <u>Bid Award Recommendation and Appeal</u>: Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed. If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award should also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

The City will make available on the City's Purchasing Website a summary of bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.



#### V. BID PROCESSING AND PAYMENT

1. Forms, Notice to Proceed, and Irrevocability of Offer: If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative. Often a purchase order receipt will serve as notice to proceed.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until **365 Days** after the Bid Opening Date.

- 2. Purchase Order Without Contract: If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this Invitation for Bid will govern the transaction and be enforceable by the City and Bidder.
- 3. Payments: Invoices should be e-mailed to City of Tulsa Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made net 30 Days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

#### 4. <u>Insurance:</u>.

Yes: ⊠ No: □

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

Personal injury, each person	\$	175,000.00
Property damage, each person	\$	25,000.00
Personal injury and property damage, each occurrence	\$	1,000,000.00
Workers' Compensation	(St	atutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts

IFB Rev. Date: 04/27/2022



- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

#### 5. <u>Bonding</u>:

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	No Bid	or Performan	ce Bond is Ne	eded.	
6.	Federa purchas		the box is che	cked "Yes," federal funding is involved with this	
		Yes: □	No: ⊠		
7.	Refere	nces: If the b	oox is checked	"Yes," References are <b>required</b> :	
		Yes: ⊠	No: □	If yes, number of references required: $\underline{2}$	
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# **BIDDER INFORMATION SHEET**

Bidder's Legal Name:				
State of Organization:				
Bidder's Type of Legal Entity: (ch  ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability Compan	☐ Limited Partr ☐ Limited Liabi ☐ Limited Liabi	•	-	
Bidder's Address:Street	City	State	Zip Code	
Bidder's Website Address:				
Sales Contact:		Contact for Legal	Notice:	
Name:		Name:		
Title/Position:		Title/Position:		
Street:		Street:		
City:		City:		
State:		State:		
Phone:		Phone:		
Email:		Email:		
How did you learn about thi	s business opportunity	y with the City o	of Tulsa?	
<ul> <li>□ Email from Assigned Buyer</li> <li>□ City of Tulsa Website</li> <li>□ Tulsa World posting</li> <li>□ Purchasing search engine</li> <li>□ Industry colleague</li> <li>□ Other: Click or tap here to engine</li> </ul>				



# **AFFIDAVIT**NON-COLLUSION, INTEREST, AND CLAIMANT

STATE	OF
COUNT	)ss. 'Y OF)
l,	, of lawful age, being first duly sworn, state that:  (Seller's Authorized Agent)
	(Seller's Authorized Agent)
1.	I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2.	I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3.	Neither the Seller nor anyone subject to the Seller's direction or control has been a party:  a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,  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 thing of value for special consideration in the letting of a contract.
4.	No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders business which is less than a controlling interest, either direct or indirect.
5.	All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6.	That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.
	By:
	By: Signature
	Title:
Subscri	bed and sworn to before me thisday of, 20
Notary	Public
My Con	nmission Expires:

The Affidavit must be signed by an Authorized Agent and notarized

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Notary Commission Number:



#### **PURCHASE AGREEMENT**

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**INSTRUCTIONS:** Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; <u>not</u> simply DBA) (the "Seller").

#### WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following supplies or services:

#### IFB22-24 - Carpet Replacement - Public Safety Center

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

#### 1. **Definitions.**

- a. "Acceptance" or "Accepts" with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- b. "Acceptance" with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- c. "Addenda" "Addendum" or Amendment(s)" means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- d. "Agreement" consists of the Invitation for Bid and the Purchase Agreement.
- e. "Bid Opening Date" means the date the Bid is opened by the City.
- f. "City" means the City of Tulsa, Oklahoma.
- g. "Days" means calendar days unless otherwise specified.
- h. "Invitation for Bid" or "IFB" consists of the following documents: Notice of Invitation for Bid (Sections I-V, all preceding pages), Bidder Information Sheet, References, Specifications, Affidavit(s), Acknowledgment of Receipt of Addenda/Amendments, Delivery and Pricing
- "Primary Seller" means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- j. "Purchasing Ordinance" means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- k. "Secondary Seller" means the Seller whose Bid City Accepts as a back-up seller in the event the primary Seller is unable to provide all the Supplies and/or Services.
- I. "Seller" means the Bidder whose Bid City Accepts.
- m. "Specifications" means the technical and/or performance requirements for the Supply or Service.
- n. "You" or "Your" means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- o. "Website" means the City of Tulsa's website for the Purchasing Division: www.cityoftulspurchasing.org
- 2. Order of Precedence. Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.
- 3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees
- 4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this



#### **PURCHASE AGREEMENT**

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Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

- 5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
- 6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
- 7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
- 8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with a Supply, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
- 9. **Seller Bears Risk.** Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
- No Indemnification by City. Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
- Liability/Indemnification. Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
- 12. **No liens**. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
- 13. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
- 14. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
- 15. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply, with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is



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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.

- 16. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
- 17. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
- 18. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
- 19. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

i. To Seller: Contact for Legal Notice as specified on the Bidder Information Sheet.

To CITY: City Clerk

CITY OF TULSA, OKLAHOMA 175 E. 2<sup>nd</sup> Street, Suite 260 Tulsa, Oklahoma 74103

With a copy to: Tulsa Purchasing Division

175 E. 2<sup>nd</sup> Street, 15<sup>th</sup> Floor

Tulsa, OK 74103

- 20. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
- 21. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
- 22. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
- 23. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
- 24. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
- 25. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
- 26. Governing Law and Venue. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding



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arbitration of any disputes.

- 27. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
- 28. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any statement of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
- 29. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
- 30. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
- 31. Interpretive Matters and Definitions. The following interpretive matters shall be applicable to this Agreement:
  - 30.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
  - 30.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
  - 30.3 Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
  - 30.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
  - 30.5 All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
- 32. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- 33. Authority to Bind. The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

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#### **PURCHASE AGREEMENT**

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IMPORTANT NOTE: This document must be signed by Authorized Agent FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name:

	Sign Here ▶
ATTEST:	Printed Name:
	Title:
Corporate Secretary	Date:
CITY OF TULSA, OKLAHOMA, a municipal corporation,	
ATTEST:	By: Mayor
City Clerk	Date:
APPROVED:	
Assistant City Attorney	

#### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following Addenda or Amendments and understand that such Addenda or amendments are incorporated into the Invitation For Bid and will become a part of any resulting contract.

List Date and Title/Number of all Addenda or Amendments: (Write "None" if applicable).	
	Sign Here ▶
	Printed Name:
	Title:
	Date:

# **PROJECT MANUAL:**



# City of Tulsa 911 Center Recarpet Tulsa, Oklahoma

City of Tulsa Project: SP 21-10

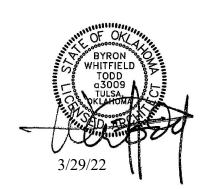
801 East Oklahoma Street North Tulsa, Oklahoma 74106

Project No.: #2124.02

Prepared by:

TODD ARCHITECTURE GROUP, P.C.

Architects 3403 S. Peoria Ave. Suite 300 Tulsa, OK 74105 (918) 495-3993





March 29, 2022

# City of Tulsa 911 Center Recarpet

City of Tulsa Project SP 21-10

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096813

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#### SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final Completion construction photographs.

#### B. Related Requirements:

1. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph.
- B. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Submit photos on CD-ROM or thumb-drive. Include copy of key plan indicating each photograph's location and direction.
  - 2. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name of Contractor.
    - c. Date photograph was taken.
    - d. Unique sequential identifier keyed to accompanying key plan.

#### 1.3 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.
- B. Metadata: Record accurate date and time from camera.
- C. File Names: Name media files with date and sequential numbering suffix.

#### 1.4 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 1. Take a minimum of 20 photographs of existing conditions in all areas of work as needed to accurately record physical conditions at start of construction.



- 2. Take additional photographs as required to record unique conditions or existing damages of walls, furniture, finishes, and similar items.
- C. Periodic Construction Photographs: Take a minimum of 20 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.
- D. Final Completion Construction Photographs: Take 20 photographs after date of Substantial Completion for submission as Project Record Documents.

**END OF SECTION 013233** 



#### SECTION 017300 - EXECUTION GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Coordination of Owner's portion of the Work.
  - 6. Coordination of Owner-installed products.
  - 7. Progress cleaning.
  - 8. Starting and adjusting.
  - 9. Protection of installed construction.
  - 10. Correction of the Work.

#### B. Related Requirements:

1. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

#### 1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

#### 1.3 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.
  - 1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
    - a. Contractor's superintendent.
    - b. Trade supervisor responsible for cutting and patching operations.
  - 2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

#### 1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased



maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:

- a. Raised floor system.
- b. Systems furniture.
- c. Electrical and low voltage associated with Owner's equipment.
- 2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

#### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of concealed utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of concealed utilities, and other construction affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine walls and floors for suitable conditions where products and systems are to be installed.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.



#### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect.

#### 3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the existing conditions. If discrepancies are discovered, notify Architect promptly.

#### 3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

#### 3.5 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching with Owner and Architect.



- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- E. Cutting: Cut carpet tile and rubber base by using methods least likely to damage elements retained or adjoining construction.
  - 1. Proceed with patching after construction operations requiring cutting are complete.
- F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  - 3. Floors and Walls: Where one finished area extends into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.
- G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

#### 3.6 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, IFB Rev. Date: 04/27/2022



use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- I. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

#### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

#### 3.8 CORRECTION OF THE WORK

IFB Rev. Date: 04/27/2022

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

#### **END OF SECTION 017300**



#### **SECTION 024119 - SELECTIVE DEMOLITION**

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected site elements.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

#### 1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.4 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 4. Review areas where existing construction is to remain and requires protection.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- B. Pre-demolition Photographs: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

#### 1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.



- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

#### 1.7 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

#### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
  - 1. Inventory and record the condition of items to be removed and salvaged.

#### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

#### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- B. Remove temporary barricades and protections where hazards no longer exist.

#### 3.4 SELECTIVE DEMOLITION, GENERAL



- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 2. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 3. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

#### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

#### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

#### 3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

#### 3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Remove: Flooring and base materials where new materials are indicated.
- B. Remove and Reinstall: Existing furniture as required to allow installation of new flooring and base materials.
- C. Existing to Remain: All existing finishes not included in new scope of work.

#### **END OF SECTION 024119**



#### SECTION 096513 - RESILIENT BASE AND ACCESSORIES

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Thermoset-rubber base.
  - 2. Rubber molding accessories.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples.
- E. Product Schedule: For resilient base and accessory products.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet (3 linear m) of each type, color, pattern, and size of resilient product installed.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F (10 deg C) or more than 90 deg F (32 deg C).

#### 1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C), in spaces to receive resilient products during the following periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).

#### PART 2 - PRODUCTS

#### 2.1 THERMOSET-RUBBER BASE

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- A. Manufacturers:
  - 1. Tarkett or acceptable equivalent
- B. Product Standard: ASTM F1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
  - 1. Style and Location:
    - a. Style B, Cove: Provide in areas to receive new flooring and where indicated at existing flooring to remain.
- C. Thickness: 0.125 inch (3.2 mm).
- D. Height: 4 inches (102 mm).
- E. Lengths: Cut lengths 48 inches (1219 mm) long.
- F. Outside Corners: Job formed.
- G. Inside Corners: Job formed.
- H. Colors: As indicated by manufacturer's designations.

#### 2.2 RUBBER MOLDING ACCESSORY

- A. Manufacturer:
  - 1. Tarkett or acceptable equivalent.
- B. Description: Rubber transition strips.
- C. Profile and Dimensions: ADA compliant profile in heights required to accommodate new and existing material thicknesses.
- D. Locations: Provide rubber molding accessories at all transitions between new carpet tile and dissimilar adjacent flooring.
- E. Colors and Patterns: As selected by Architect from manufacturer's full range.

#### 2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
  - 1. No VOC adhesive suitable for use in occupied spaces.

#### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.



1. Installation of resilient products indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates for Resilient Stair Accessories: Prepare horizontal surfaces according to ASTM F710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing.
  - 4. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrate moisture emission level falls within range recommended by manufacturer in writing.
    - a. Relative Humidity Test: Using in-situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until materials are the same temperature as space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

#### 3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical but not less than 6" without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Job-Formed Corners:

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- 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
  - a. Form without producing discoloration (whitening) at bends.
- 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches (76 mm) in length.
  - a. Miter or cope corners. Do not cut through material. In no case, are open joints allowed.

#### 3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

#### 3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
  - 1. Remove adhesive and other blemishes from surfaces.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

**END OF SECTION 096513** 



#### **SECTION 096813 - TILE CARPETING**

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Modular carpet tile.
- B. Related Requirements:
  - 1. Section 024119 "Selective Demolition" for removing existing floor coverings.
  - 2. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet tile.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
    - a. Review delivery, storage, and handling procedures.
    - b. Review ambient conditions and ventilation procedures.
    - c. Review subfloor preparation procedures.
    - d. Review existing systems furniture to remain and existing furniture to be moved by contractor.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
  - 2. Include manufacturer's written installation recommendations for each type of substrate and specified installation method.
- B. Shop Drawings: For carpet tile installation, plans showing the following:
  - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
  - 2. Carpet tile type, color, and dye lot.
  - 3. Type of subfloor.
  - 4. Type of installation.
  - 5. Pattern of installation.
  - 6. Pattern type, location, and direction.
  - 7. Type, color, and location of edge, transition, and other accessory strips.
  - 8. Transition details to other flooring materials.
- C. Samples for Verification: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.



- 1. Carpet Tile: Three (3) Full-size Samples.
- D. Product Schedule: For carpet tile. Use same designations indicated on Drawings.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
  - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
  - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

#### 1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Carpet Tile: Full-size units equal to 7 yards of each type indicated.

#### 1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer with documented experience with installations similar in scope.
- 1.9 DELIVERY, STORAGE, AND HANDLING
  - A. Comply with the Carpet and Rug Institute's CRI 104.

#### 1.10 FIELD CONDITIONS

A. Comply with the Carpet and Rug Institute's CRI 104 for temperature, humidity, and ventilation limitations.

#### 1.11 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
  - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
  - 2. Failures include, but are not limited to, the following:
    - a. More than 10 percent edge raveling, snags, and runs.
    - b. Dimensional instability.
    - c. Excess static discharge.
    - d. Loss of tuft-bind strength.
    - e. Loss of face fiber.
    - f. Delamination.



3. Warranty Period: Non-prorated Lifetime from date of Substantial Completion.

#### PART 2 - PRODUCTS

#### 2.1 CARPET TILE CPT-1

- A. <u>Manufacturer: Tarkett</u> or acceptable equivalent.
- B. Color: Weathered Patina # 26216.
- C. Pattern: Assertive Action # 04837.
- D. Fiber Type: TDX Nylon.
- E. Pile Characteristic: Cut-and-loop pile.
- F. Density: 2430000 oz./cu. yd..
- G. Pile Thickness: 0.095" according to ASTM D5848.
- H. Stitches: 9/in.
- I. Gage: 1/10".
- J. Primary Backing/Backcoating: Synthetic Non-Woven.
- K. Secondary Backing: ethos Modular with Omnicoat Technology.
- L. Size: 24 by 24 inches (610 by 610 mm).
- M. Applied Treatments:
  - 1. Soil-Resistance Treatment: Manufacturer's standard treatment, application rate: 2% of face weight.

#### 2.2 CARPET TILE CPT-2

- A. Manufacturer: Tarkett or acceptable equivalent.
- B. Color: Camelback # 68203.
- C. Pattern: Soundblock # 11472
- D. Fiber Content: solution dyed nylon.
- E. Fiber Type: Dynex SD Nylon.
- F. Pile Characteristic: Patterned loop pile.
- G. Density: 122.88 oz./cu. yd..
- H. Pile Thickness: 0.220 inches (5.54 mm) according to ASTM D5848.
- I. Stitches: 9.60 stitches per inch.
- J. Gage: 5/64".
- K. Primary Backing/Backcoating: Synthetic Non-Woven.
- L. Secondary Backing: ethos Modular with Omnicoat Technology.
- M. Size: 24 by 24 inches (610 by 610 mm).
- N. Applied Treatments:

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1. Soil-Resistance Treatment: Manufacturer's standard treatment, application rate: 2% of Face Weight.

#### 2.3 CARPET TILE CPT-3

- A. <u>Manufacturer: Tarkett or acceptable equi</u>valent.
- B. Color: Natural Flax # 74206.
- C. Pattern: Double Boucle # A0010
- D. Fiber Content: solution dyed nylon.
- E. Fiber Type: Dynex SD Nylon.
- F. Pile Characteristic: patterned loop pile.
- G. Density: 100 oz./cu. yd..
- H. Pile Thickness: 0.080 inches (2.03mm) according to ASTM D5848.
- I. Stitches: 10 stitches per inch.
- J. Gage: 1/13".
- K. Face Weight: 15 oz/sq yd.
- L. Primary Backing/Backcoating: Synthetic Non-Woven.
- M. Secondary Backing: ethos Modular with Omnicoat Technology.
- N. Size: 24 by 24 inches (610 by 610 mm).
- O. Applied Treatments:
  - 1. Soil-Resistance Treatment: Manufacturer's standard treatment, application rate: 2% of face weight.

#### 2.4 INSTALLATION ACCESSORIES

- A. Trowel-able Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: TarkettTAPE or acceptable equivalent, non-staining, odor-free, pressure-sensitive tape to suit products and subfloor conditions indicated, that comply with flammability requirements for installed carpet tile, and are recommended by carpet tile manufacturer for releasable installation.

#### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.
- C. Concrete Slabs: Verify that finishes comply with carpet tile manufacturer's requirements and that surfaces are free of cracks, ridges, depressions, scale, and foreign deposits.



- 1. Moisture Testing: Perform tests as required in writing by carpet tile manufacturer.
  - a. Relative Humidity Test: Using in situ probes, ASTM F2170. Proceed with installation only after substrates have a maximum 80 percent relative humidity level measurement.
  - b. Perform additional moisture tests recommended in writing by adhesive and carpet tile manufacturers. Proceed with installation only after substrates pass testing.
- D. Access Flooring Systems: Perform bond test recommended in writing by adhesive manufacturer.
  - 1. Access floor substrate is compatible with carpet tile and adhesive if any.
  - 2. Underlayment surface is flat, smooth, evenly planed, tightly jointed, and free of irregularities, gaps greater than 1/8 inch (3 mm), protrusions more than 1/32 inch (0.8 mm), and substances that may interfere with adhesive bond or show through surface.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. General: Comply with the Carpet and Rug Institute's CRI 104 and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.
- B. Use trowel-able leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider, and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions.
- C. Concrete Substrates: Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturers.
- D. Access Flooring Systems: Prepare as recommended in writing by adhesive manufacturer.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

#### 3.3 INSTALLATION

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- A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 10, "Carpet Tile," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: Free lay; install carpet tiles using manufacturer's TarkettTAPE or acceptable Equivalent. Comply with manufacturer's written installation instructions.
- C. Maintain dye-lot integrity. Do not mix dye lots in same area.
- D. Maintain pile-direction patterns recommended in writing by carpet tile manufacturer.



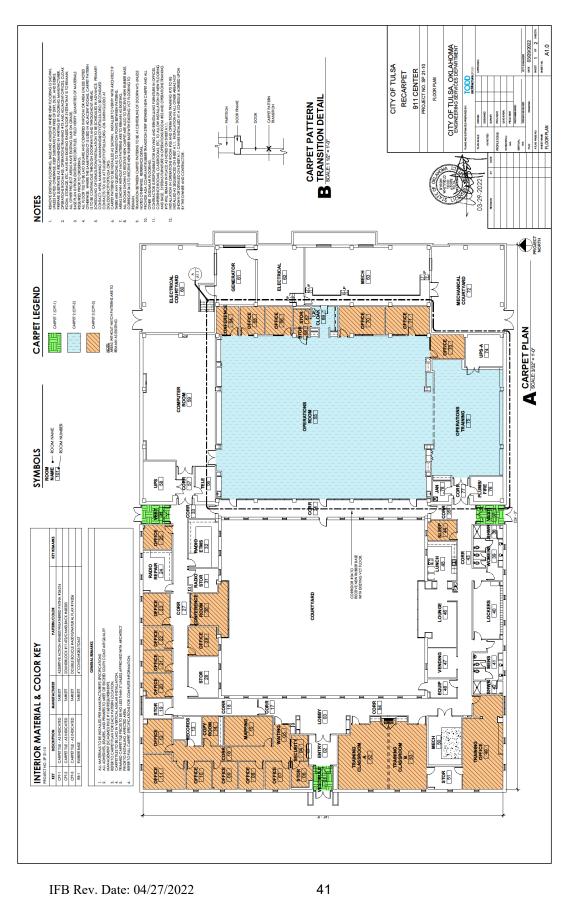
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on carpet tile as marked on subfloor. Use nonpermanent, non-staining marking device.
- H. Install pattern parallel to walls and borders.
- I. Access Flooring: Align joints of carpet tiles so carpet tile grid is aligned with access flooring panel grid. Do not fill seams of access flooring panels; keep seams free of foreign material to allow removal of access flooring panels.

#### 3.4 CLEANING AND PROTECTION

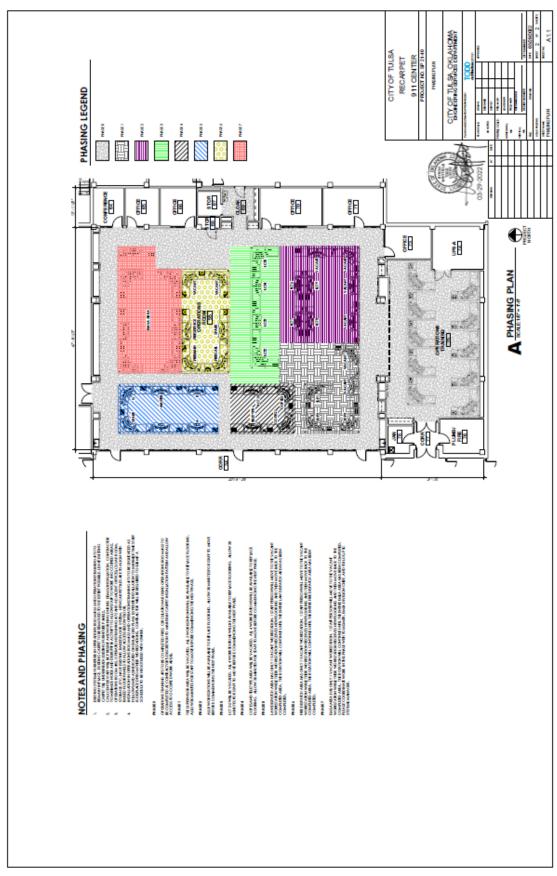
- A. Perform the following operations immediately after installing carpet tile:
  - 1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
  - 2. Remove yarns that protrude from carpet tile surface.
  - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with the Carpet and Rug Institute's CRI 104, Section 13.7.
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

**END OF SECTION 096813** 





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# **EXHIBIT A - DELIVERY AND PRICING**

Bidder's Legal Name:
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)
<u>Delivery</u> : If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services:

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

#### Pricing:

#### **SECTION 1:**

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT COST	EXTENDED COST
1	Carpet 1: Manufacturer - Tarkett; Style (or acceptable equivalent) - Assertive Action #04837; Color - Weathered Patina #26216; Format: Carpet Tile, 24" x 24"; Dye Method - 100% Solution Dyed; Backing/Tile System: Ethos Omnicoat Technology; Installation Method: Tarkett Tape - Walk off carpet for vestibules	36 SY	\$	\$
2	Carpet 2: Manufacturer - Tarkett;; Style (or acceptable equivalent) - Soundblock #11472; Color - Camelback #68203; Format: Carpet Tile, 24" x 24"; Dye Method - 100% Solution Backing/Tile System: Ethos Omnicoat Technology; Installation Method: Tarkett Tape - Operations Room No. 55 and Operations Training Room No. 75	840 SY	\$	\$
3	Carpet 3: Manufacturer - Tarkett; Style (or acceptable equivalent) - Double Boucle #A0010; Color - Natural Flax #74206; Format: Carpet Tile, 24" x 24"; Dye Method - 100% Solution Dyed; Backing/Tile System: Ethos Omnicoat Technology; Installation Method: Tarkett Tape - Offices, conference room and classrooms	616 SY	\$	\$
4	Furniture relocation - Offices, conference rooms, and classrooms only	1 each	\$	\$
5	Delivery, removal of packing debris, removal and disposal of existing carpet, base	1 each	\$	\$
6	Rubber Base: Manufacturer - Tarkett; Style: (or acceptable equivalent) 4" Coved; Material: Thermoset Rubber; Color - #283 Toast – Operations Room No. 55 and Operations Training No. 75 only	1160 LF	\$	\$



ITEM	DESCRIPTION	ESTIMATED QTY	UNIT COST	EXTENDED COST
7	Rubber Base: Manufacturer - Tarkett; (or acceptable equivalent) Style: 4" Coved; Material: Thermoset Rubber; Color - #283 Toast – Offices, Conference Rooms and classrooms only	1393 LF	\$	\$
8	Carpet installation labor - Offices, Conference rooms and classrooms only	1 each	\$	\$
9	Carpet installation labor - Operations Room 55 and Operations Training Room 75 only	1 each	\$	\$
10	Unforeseen floor preparation	100 SF	\$	\$
TOTAI	L ITEMS 1 thru 10 :	\$		

Note – SY indicates Square Yard, LF indicates Linear Feet, and SF indicates Square Feet

Bidder's Company Name	
Authorized Signature Here:_	
Printed Name:	

**RETURN THIS ENTIRE BID PACKET** 



# **BIDDER CHECKLIST**

Use this checklist to ensure You have properly read and completed <u>all</u> documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City of Tulsa and Seller.

Bidder's Legal Company Name:

BIDDER CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Notice of Invitation for Bid (Sections I-V, all preceding pages)	
Bidder Information Sheet	
Specifications	
References (if applicable)	
Affidavits Signatures of Authorized Agent and notarization required	
Purchase Agreement Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.	
Acknowledgment of Receipt of Addenda/Amendments  Must be completed and signed by Authorized Agent.	
Delivery and Pricing	

#### **PACKING LABEL**

FROM: [Name]

[Your company name] [Street Address] [City, State, Zip Code]

# City of Tulsa - City Clerk's Office

175 East 2<sup>nd</sup> Street, Suite 260 Tulsa, OK, 74103

# **Bidder Submission For:**

BID# IFB22-424

BID DESCRIPTION: Carpet Replacement – Public Safety Center

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.