

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
PROJECT NO. TMUA-W 2020-02
IMPROVE OUR TULSA 2
AREAWIDE SEWER REHABILITATION, FY2022**

ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY

PREPARED BY:
RJN GROUP
4150 S 100TH E. AVE SUITE 106
TULSA, OK 74146
RANDY BRODNER



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

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

Account Numbers: 2331S0015.SewerLines.Sewer.7500.75003122-541101;
2331S00018.SewerLines.Sewer.7500.75003122-541101

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

CONTRACT DOCUMENTS

TULSA METROPOLITAN UTILITY AUTHORITY
PROJECT NO. TMUA ES 2020-02 FY 2022
IMPROVE OUR TULSA 2 AREA WIDE SEWER REHABILITATION

ENGINEERING SERVICES DEPARTMENT

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**NOTICE TO BIDDERS
SEALED BIDS FOR
TULSA METROPOLITAN UTILITY AUTHORITY
PROJECT NO. ES 2020-02 FY 2022**

Notice is hereby given that pursuant to an order by the Tulsa Metropolitan Utility Authority, a Public Trust, sealed bids will be received in Room 260 of the Office of the City Clerk, City of Tulsa, 175 E. 2nd Street, Tulsa, Oklahoma 74103 until 8:30 a.m., **2nd day of December, 2022** for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

**PROJECT NO. ES 2020-02 FY 2022 IMPROVE OUR TULSA 2
AREAWIDE SEWER REHABILITATION**

The entire cost of the improvement shall be paid from Account No.
2331S00015.Sewerlines.Sewer.7500.75003122-541101
2331S00018.Sewerlines.Sewer.7500.75003122-541101

A **MANDATORY** Pre-Bid Conference is scheduled for **Monday, November 7, 2022 at 9:30 a.m.** and will be held through video conferencing with Microsoft Teams, invitation presented on the City of Tulsa's website at this link:
<https://www.cityoftulsa.org/government/departments/engineering-services/construction-bids/>

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

Bids will be accepted by the City Clerk from the holder of valid pre-qualification certificates from the City of Tulsa in one or more of the following classifications: **A or D**

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

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

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

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

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

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

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

All bids will be opened and considered by the Bid Committee of said City at a meeting of said Committee to be held in the City Council Room of City Hall, 175 E. 2nd Street, in said City at **9:00 a.m. on the 2nd day of December 2022.**

Dated at Tulsa, Oklahoma, this 28th day of October 2022.

(SEAL)

R. Louis Reynolds, Chairperson
Tulsa Metropolitan Utility Authority

INSTRUCTIONS TO BIDDERS

B-1. BIDS.

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

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

PROJECT NO. ES 2020-02 FY 2022 IMPROVE OUR TULSA 2 AREAWIDE SEWER REHABILITATION

Pre-qualification Certificate Number _____.

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

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

B-2. BID SECURITY.

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

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

B-3. RETURN OF BID SECURITY.

The bid security of each unsuccessful bidder will be returned when his bid is rejected. The bid security of the bidder to whom the contract is awarded will be returned when he executes a contract and files satisfactory bonds. The bid security of the second lowest responsible bidder may be retained for not to exceed

sixty (60) days pending the execution of the contract and bonds by the successful bidder.

B-4. WITHDRAWAL OF BIDS.

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

B-5. REJECTION OF BIDS.

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

The Tulsa Metropolitan Utility Authority reserves the right to reject any and all bids when such rejection is in the best interest of the Authority. All bids are received subject to this stipulation and the Authority reserves the right to decide which bidder shall be deemed lowest responsible bidder. A violation of any of the following provisions by the bidder shall be sufficient reason for rejecting his bid, or shall make any contract between the Authority and the Contractor that is based on his bid, null and void: divulging the information in said sealed bid to any person, other than those having a financial interest with him in said bid, before the bids have been opened; submission of a bid which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original proposal form, or which is not in compliance with the Instruction to Bidders and published Notice to Bidders, or which is made in collusion with another bidder. The Authority shall have the right to waive any immaterial defects or irregularities in any bid received.

B-6. DISQUALIFICATION OF BIDDERS.

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

B-7. SIGNATURE OF BIDDERS.

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

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

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

B-8. INTERPRETATION OF CONTRACT DOCUMENTS.

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

B-9. LOCAL CONDITIONS AFFECTING WORK.

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

B-10. TIME OF COMPLETION.

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

B-11. QUALIFICATION OF BIDDERS.

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

submitted and filed.

B-12. TAXES AND PERMITS.

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

B-13. OKLAHOMA LEGAL REQUIREMENTS.

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

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

B-14. BONDS.

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

- a. **Performance Bond.** A Performance Bond to the Authority in an amount equal to one hundred percent (100%) of the contract price.
- b. **Statutory Bond.** A Statutory Bond to the State of Oklahoma in an amount equal to one hundred percent (100%) of the contract price.
- c. **Maintenance Bond.** A Maintenance Bond to the Authority in an amount equal to one hundred percent (100%) of the contract price.

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

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

B-15. BOUND COPY OF CONTRACT DOCUMENTS.

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

B-16. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

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

B-17. BASIS FOR AWARD OF CONTRACT.

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

B-18. TIME FOR AWARDING OF CONTRACT.

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

B-19. SAFETY AND HEALTH REGULATIONS.

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

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

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

B-20. VENDOR AND SUBCONTRACTOR IDENTIFICATION.

Where Vendor and Subcontractor Identification Questionnaires are included in the bid documents, each bidder shall submit the Questionnaire directly to the Engineer no later than 5:00 p.m. on the first working day following the bid opening. Failure to submit the questionnaire may render the bid unresponsive and not eligible for award. The award of the contract is based on the equipment specified. Proposed substitutions will be considered only after award. The vendors and subcontractors listed on the questionnaire shall be used on the project unless otherwise adjusted by rejection of proposed substitution. No changes in the vendor and subcontractor list will be permitted unless prior consent is obtained from the Engineer.

B-21. ENVIRONMENTAL PROTECTION AGENCY NPDES REQUIREMENTS.

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

B-22 AMERICANS WITH DISABILITIES ACT

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

RESOLUTION NO. 18145

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

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

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

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

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

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

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

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

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

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

CITY OF TULSA
FILED
AUG 23 1988
J.M.
Office Of City Auditor
By _____

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

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

- a. Each bid shall be accompanied by a sworn statement that the bidder is committed to the goal of employing at least 50% bona fide residents of the City of Tulsa and/or the MSA in each classification as determined by the Oklahoma Commissioner of Labor.
- b. The successful bidder will be responsible for having like requirements placed upon any subcontractor.
- c. The successful bidder will submit to the Director or his designated representative of the Department of Human Rights any compliance reports involving the bidder and its subcontractors required by Title 31, Chapter 1, Section 9, of the Tulsa Revised Ordinances. The reports shall include information about the residence of each employee in each laboring and trade class applicable to any City project.

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

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

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

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

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

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

APPROVED, this 23rd day of August, 1988.

Rodger Randle

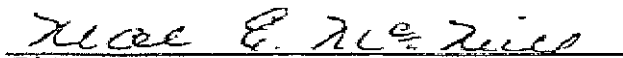


Mayor

ATTEST: Philip W. Wood


City Auditor

APPROVED: Neal E. McNeil


City Attorney

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

- APPROVED, this 23 day of August, 1988.



Mayor

ATTEST:



City Auditor

APPROVED:



City Attorney

CITY OF TOLEDO
FILED

AUG 23 1988

Office of City Auditor
By _____

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

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

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

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

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

Company: _____

Signed: _____

Title

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMISSION NO.:

Resolution No. 7404
RAC-1

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

STATE OF)
COUNTY OF) ss:
)

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

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

BIDDER (Company Name)

SIGNED

Title

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMISSION NO.:

(Must be submitted at time of bid)
NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

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

1. I am the duly authorized agent of the bidder submitting the competitive bid associated with this sworn statement for the purpose of certifying facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to governmental personnel in return for special consideration in the letting of any contract pursuant to the bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.
4. If awarded the contract, neither the bidder nor anyone subject to the bidder's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, any money or other thing of value, either directly or indirectly, in procuring the contract for which the bid is submitted.

BIDDER (Company Name)

Signed

Title

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____, _____.
COMMISSION NO.:

(Must be submitted at time of bid)
BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF)
) ss:
 COUNTY OF)

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

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

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

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

Signed: _____

 BIDDER (Company Name)

 Title:

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

 NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____, _____

COMMISSION NO.:

INTEREST AFFIDAVIT

STATE OF _____)
)ss.
COUNTY OF _____)

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

By _____
Signature

Title _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

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

ELECTRONIC BID PROPOSAL INSTRUCTIONS - EXCEL SPREADSHEET
TMUA PROJECT NO. ES 2020-02 FY 2022
IOT2 AREAWIDE SEWER REHABILITATION

Please read the following instructions carefully.

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

AGREEMENT FOR USING ELECTRONIC BID PROPOSAL

By and Between: RJN Group, Inc., (ENGINEER) and RECIPIENT. The enclosed electronic media is provided pursuant to your request and is for your limited use in connection with your submittal of Bid Proposal for TMUA Project No. ES 2020-02. In no event shall the information be used for any other purpose or be released to third parties without the written consent of the ENGINEER. In the event of a discrepancy between the hard copy and this electronic media at delivery or in the future, the hard copy shall govern. ENGINEER hereby disclaims any and all liability for the consequences from use of the electronic media and makes no warranty or guarantee of accuracy. RECIPIENT shall assume full responsibility for the uses and consequences of the electronic media. It is agreed that ENGINEER has and retains ownership of the electronic media. ENGINEER does not warrant or guarantee that the electronic data is compatible with RECIPIENT'S computer hardware or software, and ENGINEER'S responsibility for the electronic media is limited to replacement of defective media for a period of thirty (30) days after delivery to RECIPIENT. !!! By opening and using this FILE, You AGREE to these TERMS AND CONDITIONS!!!

**PROPOSAL
IOT2 AREAWIDE SEWER REHABILITATION
TMUA PROJECT NO. ES 2020-02 FY 2022**

TO: TULSA METROPOLITAN UTILITY AUTHORITY
CITY OF TULSA, OKLAHOMA

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

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

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

HEREBY PROPOSES: to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to therein: to complete said work within 365 calendar days after the work order is issued; and to accept in full payment therefore the amount set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

Basis of Award

IT SHOULD BE NOTED THAT THE LOWEST RESPONSIVE BID SHALL BE DETERMINED BY THE TOTAL BASE BID PLUS ADDITIVE ALTERNATES NOS. 1 & 2. THE ITEMS IN ADDITIVE ALTERNATES NO. 1 & 2 MAY OR MAY NOT BE INCLUDED IN THE CONTRACT AWARD AT THE SOLE DISCRETION OF THE CITY OF TULSA. ANY PROPOSAL SUBMITTED WITH THE ADDITIVE ALTERNATE NOS. 1 OR 2 INCOMPLETE SHALL BE CONSIDERED NON-RESPONSIVE

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

**PROPOSAL FOR
IOT2 AREAWIDE SEWER REHABILITATION
TMUA PROJECT NO. ES 2020-02 FY 2022**

BASE BID						
BID ITEM	SPEC NO.	DESCRIPTION	UNIT	QTY	DATA INPUT UNIT PRICE	TOTAL EACH ITEM
1	302	EXCAVATION AND BACKFILL, UNCLASSIFIED	CY	300		\$ -
2	313	INSTALL 8" SEWER PIPE, SDR 26 PVC	LF	355		\$ -
3	319	INSTALL FLOWABLE FILL	CY	10		\$ -
4	333	REMOVE EXISTING MANHOLE	EA	1		\$ -
5	333, SP-1	ABANDON 8" DIA. SANITARY SEWER PIPE	LF	250		\$ -
6	333, SP-1	CUT AND PLUG EXISTING SEWER LINE	EA	1		\$ -
7	400	MOBILIZATION	EA	1		\$ -
8	402	PHOTOGRAPHIC DOCUMENTATION	EA	1		\$ -
9	402	ASPHALT PAVEMENT REMOVAL & REPLACEMENT	SY	230		\$ -
10	402	CONCRETE DRIVEWAY REMOVAL & REPLACEMENT	SY	20		\$ -
11	402	GRAVEL DRIVEWAY REMOVAL & REPLACEMENT	SY	15		\$ -
12	402	SOD REPLACEMENT	SY	30		\$ -
13	405, SP-2	8" OPEN CUT REPLACEMENT, SDR 26 PVC	LF	70		\$ -
14	405, SP-2	8" OPEN CUT REPLACEMENT, DR 17 DIPS HDPE	LF	15		\$ -
15	408, SP-7	8" PIPE BURSTING REPLACEMENT, DR 17 DIPS HDPE	LF	5,950		\$ -
16	405, 408	REMOVE AND REPLACE EXTERNAL DROP CONNECTION	EA	1		\$ -
17	405, 408	SERVICE RECONNECTIONS	EA	149		\$ -
18	405, 408	SERVICE LINE REPLACEMENT	LF	1,770		\$ -
19	409, SP-7	7.125" SLIPLINING INSTALLATION, DR 19 IPS HDPE	LF	310		\$ -
20	409, SP-7	7.125" SLIPLINING INSTALLATION, DR 21 IPS HDPE	LF	820		\$ -
21	415	CONSTRUCTION TELEVISION INSPECTION OF SANITARY SEWER	LF	7,770		\$ -
22	416	COMPLETE MANHOLE REPLACEMENT, 4' I.D. (0-6' DEPTH)	EA	32		\$ -
23	416	EXTRA DEPTH OVER 6' FOR 4' I.D. MANHOLE	VF	95		\$ -
24	416	COMPLETE DROP MANHOLE REPLACEMENT, 4' I.D. (0-6' DEPTH)	EA	4		\$ -
25	416	EXTRA DEPTH OVER 6' FOR 4' I.D. DROP MANHOLE	VF	15		\$ -
26	416	COMPLETE SHALLOW MANHOLE REPLACEMENT, 5' I.D. (0-6' DEPTH)	EA	3		\$ -
27	418	MANHOLE REHABILITATION COVER, FRAME AND FRAME SEAL REPLACEMENT (TYPE A REPAIR)	EA	1		\$ -
28	418	MANHOLE REHABILITATION FRAME SEAL REPLACEMENT (TYPE B REPAIR)	EA	3		\$ -
29	418	MANHOLE REHABILITATION WALL REHABILITATION (TYPE Gg REPAIR)	SF	310		\$ -
30	418	MANHOLE REHABILITATION SEAL PRECAST JOINTS (TYPE Gp REPAIR)	EA	1		\$ -
31	423	OBSTRUCTION REMOVAL	EA	7		\$ -
32	ODOT 611 (A)	12" R.C. PIPE CLASS III, ROUND	LF	30		\$ -
33	ODOT 611 (A)	15" R.C. PIPE CLASS III, ROUND	LF	20		\$ -
34	ODOT 611 (A)	18" R.C. PIPE CLASS III, ROUND	LF	20		\$ -
35	ODOT 611 (A)	COMPLETE REPLACEMENT STD. 4' I.D. STORM MANHOLE, 0-6'	EA	1		\$ -
36	ODOT 611 (A)	EXTRA DEPTH OVER 6' FOR 4' I.D. STORM MANHOLE	VF	0.4		\$ -
37	ODOT 680, SP-8	CONSTRUCTION TRAFFIC CONTROL	LS	1		\$ -
38	SP-4	OWNER'S ALLOWANCE	EA	1	\$ 100,000.00	\$ 100,000.00
					BASE BID TOTAL	\$ 100,000.00
ADDITIVE ALTERNATE NO. 1						
BID ITEM	SPEC NO.	DESCRIPTION	UNIT	QTY	DATA INPUT UNIT PRICE	TOTAL EACH ITEM
39	408, SP-7	8" PIPE BURSTING REPLACEMENT, DR 17 DIPS HDPE	LF	670		\$ -
40	405, 408	SERVICE RECONNECTIONS	EA	13		\$ -
41	405, 408	SERVICE LINE REPLACEMENT	LF	130		\$ -
42	415	CONSTRUCTION TELEVISION INSPECTION OF SANITARY SEWER	LF	670		\$ -
43	416	COMPLETE MANHOLE REPLACEMENT, 4' I.D. (0-6' DEPTH)	EA	3		\$ -
44	416	EXTRA DEPTH OVER 6' FOR 4' I.D. MANHOLE	VF	3		\$ -
45	418	MANHOLE REHABILITATION COVER, FRAME AND FRAME SEAL REPLACEMENT (TYPE A REPAIR)	EA	2		\$ -
46	418	MANHOLE REHABILITATION WALL REHABILITATION (TYPE Gg REPAIR)	SF	310		\$ -
					ADDITIVE ALTERNATE NO. 1 TOTAL	\$ -
ADDITIVE ALTERNATE NO. 2						
BID ITEM	SPEC NO.	DESCRIPTION	UNIT	QTY	DATA INPUT UNIT PRICE	TOTAL EACH ITEM
47	402	ASPHALT PAVEMENT REMOVAL & REPLACEMENT	SY	170		\$ -
48	402	CURB & GUTTER REPLACEMENT	LF	185		\$ -
49	402	SOD REPLACEMENT	SY	70		\$ -
50	405, SP-2	8" OPEN CUT REPLACEMENT, SDR 26 PVC	LF	300		\$ -
51	405, 408	SERVICE RECONNECTIONS	EA	8		\$ -
52	405, 408	SERVICE LINE REPLACEMENT	LF	60		\$ -
53	409, SP-7	7.125" SLIPLINING INSTALLATION, DR 21 IPS HDPE	LF	240		\$ -
54	409, SP-7	8.625" SLIPLINING INSTALLATION, DR 19 IPS HDPE	LF	320		\$ -
55	415	CONSTRUCTION TELEVISION INSPECTION OF SANITARY SEWER	LF	860		\$ -
56	416	COMPLETE MANHOLE REPLACEMENT, 4' I.D. (0-6' DEPTH)	EA	3		\$ -
57	416	EXTRA DEPTH OVER 6' FOR 4' I.D. MANHOLE	VF	19		\$ -
58	416	COMPLETE DROP MANHOLE REPLACEMENT, 4' I.D. (0-6' DEPTH)	EA	1		\$ -
59	416	EXTRA DEPTH OVER 6' FOR 4' I.D. DROP MANHOLE	VF	9		\$ -
60	418	MANHOLE REHABILITATION FRAME SEAL REPLACEMENT (TYPE B REPAIR)	EA	1		\$ -
61	418	MANHOLE REHABILITATION WALL REHABILITATION (TYPE Gg REPAIR)	SF	140		\$ -
62	423	OBSTRUCTION REMOVAL	EA	3		\$ -
63	ODOT 611 (A)	12" R.C. PIPE CLASS III, ROUND	LF	10		\$ -
					ADDITIVE ALTERNATE NO. 2 TOTAL	\$ -
					BASE BID + ADDITIVE ALTERNATE NOS. 1 AND 2 TOTAL	\$ 100,000.00

BASE BID (ITEMS 1-38)
ADDITIVE ALTERNATE NO. 1 (ITEMS 39-46)
ADDITIVE ALTERNATE NO. 2 (ITEMS 47-63)
BASE BID PLUS ADDITIVE ALTERNATE NOS. 1 AND 2

\$	100,000.00
\$	-
\$	-
\$	100,000.00

Figures

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

Dollars (\$)
Figures

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

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

Respectfully submitted,

(Complete legal name of company)

(State of Organization)

By:

ATTEST:

Title:

Title: Corporate Secretary

Printed Name:

Printed Name:

(SEAL)

Address: _____

Telephone Number: _____

Fax Number: _____

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

Certificate of Secretary

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

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

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

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

(Signature)

Printed Name

(Assistant) Secretary

[SAMPLE CONSENT OF MEMBERS]

[NAME OF COMPANY], LLC

Consent of Members

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

DATED, this _____ day of _____, 20____.

Name printed: _____

Name Printed: _____

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

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



**TMUA: Tulsa Metropolitan
Utility Authority**

Month Day, 20XX

,2022

Contractor

**RE: Tulsa Metropolitan Utility Authority Project No. ES 2020-02 FY 2022 Improve Our
Tulsa 2 Areawide Sewer Rehabilitation**

TO WHOM IT MAY CONCERN:

The vendor of materials and supplies under the above referenced contract is hereby authorized to invoice the Tulsa Metropolitan Utility Authority (TMUA), 2317 South Jackson Avenue, Tulsa, Oklahoma 74107, for all materials and supplies purchased under the above contract, noting any contract discount and omitting all sales taxes. All invoices shall include the contract number and the name of the contractor ordering the materials or supplies.

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

This letter of authorization expires .

CITY OF TULSA

Paul D. Zachary, P.E.,
City Engineer

cc: Ryan McKaskle

HAS:AT:at

EXTENSION OF TIME REQUEST
(to be submitted with each partial payment application)

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

CONTRACT NO.: _____

PROJECT NO.: _____

DESCRIPTION: _____

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

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

EXTENSION OF CONTRACT TIME REQUIRED: _____ YES _____ NO

TOTAL OF EXTENSION TIME REQUESTED: _____

IF YES GIVE REASON: _____

SIGNATURE - CONTRACTOR

CONSULTING ENGINEER OR DEPARTMENT OF PUBLIC WORKS STAFF RECOMMENDATIONS

APPROVED: _____

REJECTED: _____

REASON: _____

SIGNATURE

DATE

ACTION WILL BE TAKEN WITHIN 30 DAYS FROM RECEIPT OF REQUEST

ETR-1

CONTRACT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

TULSA, OKLAHOMA

THIS CONTRACT made and entered into this _____ day of _____, 2022, by and between __, an (list state) _____ (Corporation or Limited Liability Company) of __, Oklahoma hereinafter called the "CONTRACTOR", and the TULSA METROPOLITAN UTILITY AUTHORITY, Tulsa, Oklahoma, a Public Trust, herein called the "Authority".

WITNESSETH:

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

PROJECT NO. ES 2020-02 FY 2022 IMPROVE OUR TULSA 2 AREAWIDE SEWER REHABILITATION

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

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

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

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

PROJECT NO. ES 2020-02 FY 2022 IMPROVE OUR TULSA 2 AREAWIDE SEWER REHABILITATION

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

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

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

All Work Completed: 365 calendar days

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

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

IN WITNESS WHEREOF, the Authority and the Contractor hereto have set their hands and seals, respectively, this _____ day of _____, 2022.

APPROVED AS TO SUBSTANCE:

City Engineer Date: _____

TULSA METROPOLITAN UTILITY AUTHORITY, a Public Trust

By:

Chairman Date: _____

ATTEST:

Secretary Date: _____

APPROVED AS TO FORM:

Attorney for the Trust Date: _____

CONTRACTOR

By: _____

Print Name: _____

Title Date: _____ Title Date: _____

ATTEST:

Corporate Secretary

AFFIDAVIT

STATE OF _____)
)ss
COUNTY OF _____)

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

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2022.

NOTARY PUBLIC

My Commission Expires:

_____, _____.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____, (hereinafter called the "Contractor"), duly authorized by law to do business as a construction contractor in the State of Oklahoma, and _____ (hereinafter called the "Surety"), a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are hereby held and firmly bound unto the Tulsa Metropolitan Utility Authority, Tulsa, Oklahoma (hereinafter called the "Authority"), in the penal sum of Dollars **(full amount of the Contract), (\$00)** lawful money of the United States, for the payment of which, well and truly to be made unto the said Authority, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Contractor has on the _____ day of _____, 2022, entered into a written contract with the Tulsa Metropolitan Utility Authority, Tulsa, Oklahoma, for furnishing all materials, labor, tools, equipment, and transportation necessary for:

PROJECT NO. ES 2020-02 FY 2022 IMOPROVE OUR TULSA 2 AREAWIDE SEWER REHABILITATION

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

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

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

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

CONTRACTOR (Principal)

BY:

ATTEST: (S E A L)

Date: _____ Title: _____

Date: _____ Title: _____

Date: _____ Attorney-In-Fact

Date: _____ Surety (S E A L)

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

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Attorney for the Tulsa Metropolitan
Utility Authority Date: _____

APPROVED AS TO FORM:

City Attorney Date: _____

City Clerk Date: _____

STATUTORY BOND

WHEREAS, the undersigned _____

has entered into a certain contract dated the _____ day of _____, 20____,

designated as **Project No. ES 2020-02 FY 2022**, for the construction of certain public improvements consisting of **Improve Our Tulsa 2 Areawide Sewer Rehabilitation** to be situated and constructed on and through the property described in said Contract, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, drawings and specifications thereof, on file in the office of the Tulsa Metropolitan Utility Authority.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of _____

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

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

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

5/30/06

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

CONTRACTOR(Principal)

BY:

ATTEST: (S E A L)

Date: _____ Title: _____

Date: _____ Attorney-In-Fact

Date: _____ Surety (S E A L)

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

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Date: _____
Attorney for the Tulsa Metropolitan
Utility Authority

APPROVED AS TO FORM:

Date: _____
City Attorney

Date: _____
City Clerk

11/18/05

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,
and _____, a corporation organized
under the laws of the State of _____ and authorized to transact business in
the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Metropolitan
Utility Authority in the Penal Sum of _____

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

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the Tulsa Metropolitan Utility
Authority dated _____, 20____, for

**PROJECT NO. ES 2020-02 FY 2022 IMPROVE OUR TULSA 2 AREAWIDE SEWER
REHABILITATION**

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

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

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

MB-1

TMUA

11/18/05

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

CONTRACTOR(Principal)

BY:

ATTEST: (S E A L)

Date:

Date:

Title:

Title:

Date:

Date:

Attorney-In-Fact

**

Surety (S E A L)

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

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Date: _____
Attorney for the Tulsa Metropolitan
Utility Authority

APPROVED AS TO FORM:

Date: _____
City Attorney

Date: _____
City Clerk

MB-2

TMUA

AFFIDAVIT OF CLAIMANT

STATE OF _____

COUNTY OF _____

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

By: _____
Signature

Name: _____

Company: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

GENERAL
CONDITIONS

GENERAL CONDITIONS OF CONTRACT

GC-1. SCOPE:

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

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

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

GC-2. CONTRACT DOCUMENTS:

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

GC-3. DEFINITIONS:

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

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

3. "Contractor" shall mean the entity named and designated in the Contract who has entered into this Contract to perform the work covered thereby, and its, his, or their duly authorized agents and other legal representatives.
4. "Engineer" shall mean the Superintendent of Water Plant or Sewer Plant, or the Architect or Engineers who have been designated, appointed, or employed by the Authority and Superintendent of Water Plant or Sewer Plant for this project, or their duly authorized agents; such agents acting within the scope of the particular duties entrusted to them in each case.
5. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Engineer, limited in each case to the particular duties entrusted to him or them.
6. "Surety" shall mean any entity that executes, as surety, the Contractor's performance bond, maintenance bond, and statutory bond securing the performance of this Contract.
7. "Drawings" shall mean and include all drawings prepared by the Authority as a basis for proposals; all drawings submitted by the successful bidder with his proposal and by the Contractor to the Authority, when and as accepted by the Engineer, and all drawings submitted by the Authority to the Contractor during the progress of the work as provided herein.
8. "Subcontractor" shall mean a person, firm or corporation to whom any portion of this work has been sublet by the Contractor.
9. "Work" shall mean the task to be performed, necessary for the fulfillment of this Contract.
10. "Unit Price" shall mean the cost per specified unit of measurement of work and/or material.
11. "Lump Sum" shall mean the price of an item of work including all things necessary to complete the item as shown on the drawings and specifications. Such an item is not measured in units but is defined by description.

GC-4. MODIFICATIONS AND ALTERATIONS:

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

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

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

GC-5. DRAWINGS TO BE FURNISHED BY CONTRACTOR:

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

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

GC-6. CONTRACTOR'S BUSINESS ADDRESS:

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

GC-7. CONTRACTOR'S RISK AND RESPONSIBILITY:

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

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

GC-8. ASSIGNMENT AND SUBLETTING OF CONTRACT:

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

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

GC-9. CONTRACTOR'S REPRESENTATIVES:

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

GC-10. CONTRACTOR AND HIS EMPLOYEES:

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

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

GC-11. CONTRACTOR'S RIGHT OF PROTEST:

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

GC-12. INSURANCE AND BONDS:

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

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

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

The Contractor shall provide proof of such coverage:

- (a) By providing Certificate(s) of Insurance prior to the execution of this contract; and
- (b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of the payment request.

The Contractor shall not cause any required insurance policy to be cancelled or permit it to lapse. If the Contractor cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the Authority will suspend all progress

and/or final payments for the project until the required insurance is obtained. Further, a Contractor who fails to keep required insurance policies in effect may be deemed by the Authority to be in breach of contract, ineligible to bid on future projects, and/or ineligible to engage in any new contracts.

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

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

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

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

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

GC-13. TIME FOR COMPLETION:

The Work shall commence within ten (10) days from and after the date of a written order from the Authority. The Contractor agrees that the Work shall be performed regularly, diligently, and uninterruptedly at a uniform rate of progress so as to insure completion within the number of days after the day on which the work order is issued. If the Contractor fails to complete all Work within the time specified, then the Contractor agrees to pay the Authority, not as a penalty, but as liquidated damages for such breach of contract, the sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** for each and every calendar day beyond the date on which the work was to be completed. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Authority would sustain in such event. It is expressly understood and agreed that the said time for the completion of the Work described herein is a reasonable time for the completion of the same.

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

Within 14 days after Bid Opening and prior to Award of Bid the successful Contractor

will be required to furnish the Engineer with a progress schedule, in a format approved by the Engineer, setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete separate portions of the Work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations, which will satisfy the Engineer that the Work will be completed within the period stated in the proposal. Monthly progress meetings will be conducted to maintain coordination between all project entities.

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

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

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

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

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

GC-14. EXTENSIONS OF TIME:

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

performance of the Work.

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

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

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

GC-15. ENGINEER'S POWERS AND DUTIES:

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

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

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

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

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

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

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

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

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

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

GC-16. AUTHORITY'S RIGHT OF INSPECTION:

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

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

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

GC-17. SUSPENSION OF WORK ON NOTICE:

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

GC-18. QUALITY OF WORKMANSHIP:

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

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

No work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturday, Sunday, or legal holidays without the written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done, or of equipment, or in the case of an emergency.

Allowable working times within secured facilities may be adjusted by Engineer as necessary to facilitate established operational shift schedules.

GC-20. LAWS AND ORDINANCES:

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

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

The Contractor shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans With Disabilities Act (ADA). It is understood that the program of the Contractor is not a program or activity of the City of Tulsa. The

Contractor agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Contractor. Under no circumstances will Contractor conduct any activity, which it deems to not be in compliance with the ADA.

GC-21. TAXES AND PERMITS:

Unless otherwise specified in these Contract Documents, the Contractor shall pay all sales, use, and other taxes that are lawfully assessed against the Authority or Contractor in connection with the Work included in this Contract and shall obtain all licenses, permits, and inspections required for the Work. Contractor shall comply with all zoning ordinances of the City, as provided in the Tulsa Zoning Code, Title 42 Tulsa Revised Ordinances and conform with all zoning requirements established by the Tulsa Metropolitan Area Planning Commission and the Board of Adjustment. Contractor can call the Indian Nations Council of Governments (INCOG) at (918) 584-7526, to determine if any zoning requirements must be met.

GC-22. PROTECTION OF PROPERTY:

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

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

GC-23. PATENT RIGHTS:

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

GC-24. DEFENSE OF SUITS:

In case any action at law or suit in equity is brought against the Authority or any employee, officer or agent thereof, for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things required by this Contract to be done or performed, or for injury or damage caused by negligence or willful act of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of Subcontractors, workmen, materialmen, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Authority and its employees, officers and agents, and the Engineer and any employees, officers and agents thereof, of and from all losses, damages, costs, expenses, judgements, or decrees whatsoever arising out of such

action or suit that may be brought, without requiring said parties to give any notice thereof.

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

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

GC-25. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES:

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

GC-26. EXTRA WORK:

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

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

For the purpose of determining whether proposed extra work will be authorized, or for

determining the payment method for extra work, the Contractor shall submit to the Engineer, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost.

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

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

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

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

When extra Work requires the use of equipment, which the Contractor does not have on

the work site, the Contractor shall obtain the approval of the Engineer before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable Associated Equipment Distributors published rental rates.

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

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

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

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

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

GC-29. PAYMENTS: (1) Partial:

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

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

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

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

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

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

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

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

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

(2) Final Payment:

When this contract, in the opinion of the Engineer, shall be completely performed on

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

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

GC-30. CONTRACTOR REIMBURSEMENT FOR SURETY BOND:

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

GC-31. RELEASE OF LIABILITY AND ACCEPTANCE:

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

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

GC-32. RIGHT OF AUTHORITY TO TERMINATE CONTRACT:

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

GC-33. ADMINISTRATIVE COSTS AND FEES:

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

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

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

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

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

GC-35. CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE:

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

GC-36. NOTICES:

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

GC-37. RELATION TO OTHER CONTRACTORS:

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

GC-38. PARTIAL OCCUPANCY AND USE:

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

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

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

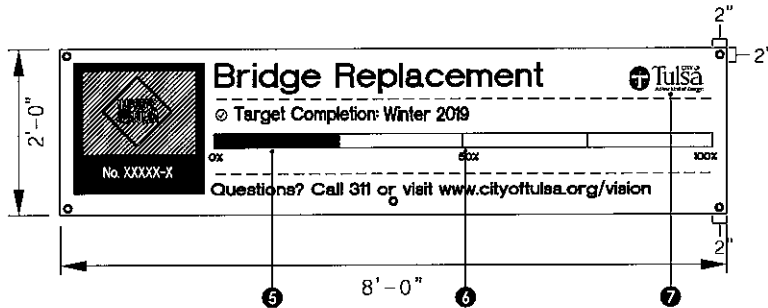
written notice to the Contractor of the Authority's intention to occupy and use said portions of the Work site. The Authority's notice shall include a copy of the Engineer's report, shall clearly identify the portions of the Work site to be occupied and used, and shall establish the date of said occupancy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

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

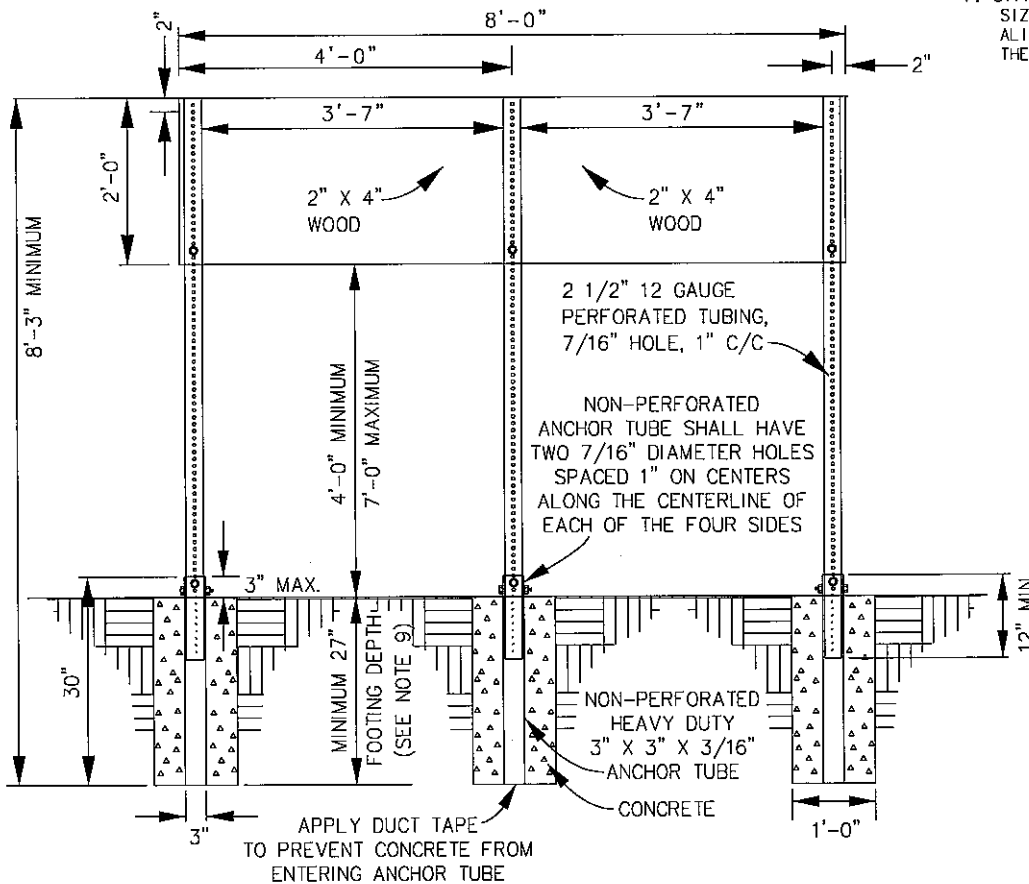
SPECIAL
PROVISIONS

**SPECIAL PROVISION
SUPPLEMENTAL CONTRACT REQUIREMENTS
PROJECT NO. ES 2020-02 FY 2022 IMPROVE OUR TULSA 2
AREAWIDE SEWER REHABILITATION**

1. Successful Contractor shall return fully executed contract documents (including bonds and insurance) to the City of Tulsa, Contract Administration Section, Room N-103, 2317 South Jackson Avenue within two (2) weeks of bid opening
2. If the successful Contractor can provide proper bonds and insurance and the contract is executed, the Pre-Construction Conference for this project will be within eight weeks (8) of bid opening.



- NOTE:**
1. CAPITAL PROGRAM LOGO
 - VISION TULSA
 - IMPROVE OUT TULSA
 2. PROJECT NUMBER
FONT: HELVETICA BOLD
SIZE: 180 PT
ALIGNMENT: CENTER
COLOR: WHITE
 3. GENERAL PROJECT TITLE
FONT: HELVETICA BOLD
SIZE: 340 PT
ALIGNMENT: LEFT
COLOR: CITY BLUE
GENERALIZED
 - STREET REPLACEMENT
 - STREET REHABILITATION
 - STREET WIDENING
 - STREET RESURFACING
 - BRIDGE REPLACEMENT
 - BRIDGE REHABILITATION
 4. TARGET COMPLETION
FONT: HELVETICA REGULAR AND BOLD
SIZE: 180 PT
ALIGNMENT: LEFT
COLOR: CITY BLUE AND BLACK
 5. PROJECT PROGRESS BAR
SIZE: 2" TALL X 66.675" WIDE
COLOR: GREEN
MATERIAL: 2" GREEN, INDUSTRIAL DUCT TAPE CUT AT 1/4 SEGMENTS SHOULD BE USED TO INDICATE PROJECT PROGRESS/ADVANCEMENTS IN THE PROGRESS BAR. PAINT SHOULD ONLY BE USED IN THE EVENT THAT TAPE IS NOT AVAILABILE OR UNABLE TO REMAIN AFFIXED OVER A LONGER CONSTRUCTION PERIOD.
 6. CONTACT INFORMATION
OPTIONS: 311 AND CORRESPONDING URL
FONT: HELVETICA REGULAR AND BOLD
SIZE: 180 PT
ALIGNMENT: LEFT
COLOR: CITY BLUE AND BLACK
 7. CITY OF TULSA LOGO
SIZE: 10" WIDE
ALIGNMENT: OUTER RIGHT MARGIN EDGE AND TO THE BASELINE OF THE GENERAL PROJECT TITLE.



ASSEMBLY OF PLYWOOD SIGN PS-1

PROJECT SIGN	
CITY OF TULSA, OKLAHOMA ENGINEERING SERVICES DEPARTMENT	
DRAWN BY: CHECKED BY: DATE: AUGUST 2017	APPROVED
NOT TO SCALE	STANDARD NO. 102

SPECIAL PROVISION
FOR UTILITY RELOCATIONS
AND DESIGN ISSUES

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

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

TECHNICAL SPECIFICATIONS

**FINAL SPECIAL PROVISIONS FOR
IMPROVE OUR TULSA 2
AREAWIDE SEWER REHABILITATION
FY 2022**

**PROJECT NO. ES 2020-02
ENGINEERING SERVICES DEPARTMENT
CITY OF TULSA, OKLAHOMA**

ENGINEER:
RJN GROUP, INC.
4150 S. 100TH E. Ave. Ste. 106
Tulsa, OK 74146
918.627.9737

TECHNICAL REQUIREMENTS AND SPECIFICATIONS

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SP-1 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

ABANDONMENT OF SEWERS AND STRUCTURES

PART 1 ABANDONMENT OF SEWERS AND STRUCTURES

1.1 GENERAL

- A. Sewers and manholes to be abandoned shall be securely blocked at any points of intake or discharge with a bulkhead or preformed plug and shall be completely filled with clean sand, cellular concrete or flowable fill. The proposed method for filling and blocking the sewer shall be submitted for approval to the Engineer.

1.2 FRAMES AND COVERS

- A. Frames and covers from any structures scheduled for abandonment shall be returned to the City at the specified location.
- B. At a minimum all structures shall be completely removed to a point three (3) feet below the final grade, or the depth noted on the drawings. Sand or flowable fill shall be used to fill the structure.
- C. When located in paved areas, the backfill above the filled structure shall be completed using compacted granular fill.

1.3 MEASUREMENT AND PAYMENT

- A. Payment for plugging and abandoning sanitary sewer lines shall be in accordance with City of Tulsa Standard Specification Paragraph 404.4.1.

END OF SECTION

SP-2 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

PIPE TRANSITIONS

PART 1 GENERAL

- 1.1 Each reach of sewer shall be constructed using the same type of pipe between the structures at each end of the reach. Transitions between pipe types may only be made at the manholes.

END OF SECTION

SP-3 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

DOWEL BARS

PART 1 GENERAL

- 1.1 This work shall consist of the supplying and installation of dowel bars to tie new concrete pavements to existing pavements at all transverse and longitudinal joints or where established as necessary by the Engineer. Smooth dowel bars shall be used on transverse joints and deformed dowel bars on longitudinal joints.

Dowels shall meet the requirements of AASHTO M-31 Grade 40. Dowels shall be $\frac{3}{4}$ " (inch) in diameter with a minimum length of 18" (inches). Spacing of the dowel bars to be at 15" (inches) on center.

Dowel bars shall have a shop or field coat of red lead or zinc chromate for the full length of the bar and shall have a field coat of M-70 on the free end after placement in the existing pavement.

Engineer shall approve method of installation of dowel in existing pavement. The dowel shall be placed 9" ($\frac{1}{4}$ " tolerance) into the existing pavement and tightly secured to prevent movement.

Dowel bars should not be placed in dirty, unprepared holes. Therefore, once holes are drilled, compressed air should be employed to remove dust and debris. After cleaning and prior to dowel insertion, an application of epoxy should be made at the back of hole. It is important that the epoxy is placed at the back of hole so that the material is forced downward during insertion. This will ensure that the anchoring material covers the dowel over the entire embedment-length. Another tip to ensure that the epoxy completely surrounds the dowel is to twist the dowel a minimum of one full turn during insertion.

A retention disk fabricated from plastic is also required to hold the epoxy in the hole during dowel insertion. The disk is extremely effective in ensuring that the dowel is completely surrounded with the anchoring epoxy, because the material cannot escape through the front of the hole. When used, the disk will help encase the dowel and prevent the development of looseness and socketing.

Placement of the dowel bars as provided above will not be measured for payment separately, but shall be included in the pay item for "Remove and Replace" concrete pay items.

END OF SECTION

SP-4 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

OWNER ALLOWANCE

PART 1 GENERAL

1. Work covered by allowance:
 - A. Allowances have been provided in the contract for various work not identified in other bid items. Descriptions and dollar amounts are identified in Form of Bid.
 - B. The allowance shall be used for cost of materials, labor installation and overhead and profit for additional work that is not identified in the Construction Documents/Plans, and not included in the base bid lump sum.
 - C. The allowance shall be used only at the discretion of the City of Tulsa. Any allowance balance remaining at the completion of the project will be credited back to the City of Tulsa on the final Application for Payment submitted by the contractor.
 - D. The Contractor shall provide, to the City of Tulsa Representative, a written request for the use of the allowance, with a schedule of values, and all associated backup information, including any time extension required to perform the work.
 - E. Contractor shall proceed with work included in the allowance only after receiving a written order, from the City of Tulsa Representative, authorizing such work. Proceeding with work in the allowance without a written order from the City of Tulsa Representative will be at the Contractor's cost.

END OF SECTION

SP-5 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

SANITARY SEWER CONSTRUCTION FORM

PART 1 GENERAL

1. Contractor shall complete one (1) Sanitary Sewer Construction Form for each sanitary sewer line that has been rehabilitated or constructed on this project. Sample forms may be obtained from City of Tulsa Sewer Operations.
2. Contractor shall submit forms for all sanitary sewer lines completed with each monthly payment request.
3. Sanitary Sewer Construction Form shall contain at minimum the follow information.
 - a. Project number
 - b. Project name
 - c. Contractor name
 - d. Pay Application number
 - e. Upstream manhole number
 - f. Downstream manhole number
 - g. Sub-centimeter survey coordinates of upstream and downstream manhole
 - h. Footage of pipe measured from manhole to manhole
 - i. Type of rehabilitation or construction method
 - j. New pipe size and material
 - k. Date completed
 - l. Service connection information as follows for each connection
 - i. Property address served
 - ii. Measurement from downstream manhole
 - iii. Clock position of connection
 - iv. Active service or capped for future service
 - v. Type of service connection at main
 - vi. Footage of service pipe installed by contractor from sewer main
 - vii. Size and material of service pipe
 - viii. Type of coupling utilized to connect to customer's existing service pipe
 - ix. Size and material of customer's existing service pipe
 - x. Depth of contractor's connection to customer's existing service pipe
 - xi. Sub-centimeter survey coordinates of property/easement line cleanout (if constructed)
4. No additional payment will be made for completion of Sanitary Sewer Construction Form.

END OF SECTION

SP-6 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

CURED-IN-PLACE PIPE (CIPP)

(This Special Provision replaces Part 410 in the City of Tulsa Standard Specifications and Standard Details)

410.1 DESCRIPTION

- 410.1.1 It is the intent of this specification to provide for the reconstruction of existing sewer lines by forming a new pipe within an existing deteriorated pipe, which has generally maintained its original shape. The cured-in-place pipe (CIPP) shall provide flow capacity equal to or greater than 100% of the original pipe's flow capacity when considering age and condition. The process is defined as the reconstruction of sewer lines by installation of a thermosetting resin impregnated flexible felt fiber tube coated on one side with polyethylene or polyurethane, which is installed into the existing sewer line utilizing a water column or cooled pressurized air. Curing is accomplished by circulating hot water or steam throughout the length of the inverted tube to cure the thermosetting resin into a hard, impermeable pipe with the polyethylene/polyurethane coating on the interior surface of the new pipe. The pipe shall extend the full length of the original pipe and shall provide a structurally sound, jointless, close fitting and corrosion resistant cured-in-place pipe. A Pulled-In-Place method of installation shall be allowed for pipe diameter sizes 6-inches, 8-inches, 10-inches, and 12-inches.

410.2 REFERENCE SPECIFICATIONS

- 410.2.1 Installation and material tests of cured-in-place pipe (CIPP) must meet the minimum requirements demonstrated in the following ASTM standards:
- 410.2.2 ASTM F-1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
- 410.2.3 ASTM F-1216 Standard Practice for the Installation of Cured-in-place Pipe by Inversion Lining
- 410.2.4 ASTM D-638 Test Method for Tensile Properties of Plastics (for pressure pipes only)
- Tensile Stress 3,000 psi
ASTM D-790 Test Method of Flexural Properties of Plastics

Flexural Stress	4,500 psi
Flexural Modulus	250,000 psi

410.2.5 Terminology

- 1) Cured-in-place pipe (CIPP) - a hollow cylinder containing a nonwoven or a woven material, or a combination of nonwoven and woven material impregnated with a cured thermosetting resin. Plastic coatings may be included. This pipe is formed within an existing pipe. Therefore, it takes the shape of and fits tightly to the existing pipe.
- 2) Inversion – the process of turning the resin-impregnated tube inside out by the use of water or cooled pressurized air.
- 3) Lift – a portion of the CIPP that has cured in a position such that it has pulled away from the existing pipe wall.
- 4) CIPP liner colors shall be white or very light.

410.3 SUBMITTALS

- 410.3.1 Product Data: Resin, tube material, qualification testing results for laminate sample, resin enhancer, bond enhancer, certification of applicability of resin; sealant/caulking material, resin curing schedule showing time and temperature for each reach, manufacturer's recommended installation pressures, minimum and maximum reach, and manufacturer's wetout report.
- 410.3.2 Design Information: Wall thickness design calculations for each pipe section.
- 410.3.3 Inspection Information: Video recordings (DVD) of pre- and post-insertion inspections and full-length temperature sensing report.
- 410.3.4 Qualifications: Documentation for experience of lining manufacturer and installer.
- 410.3.5 Certificate: Affidavit for flat plate samples
- 410.3.6 Public Relations: Notification Fliers.

410.4 QUALIFICATIONS

- 410.4.1 Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum three (3) years' experience.
- 410.4.2 Installer: Company specializing in performing the work of this section and who is licensed and approved by the manufacturer.

Company shall have experience with projects of similar size and complexity as this project.

410.5 MATERIALS

- 410.5.1 Tube - the tube should consist of one or more layers of flexible needled felt or an equivalent nonwoven or woven material capable of carrying resin, withstanding installation pressures and curing temperatures. The tube should be compatible with the resin system used. The material should be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube should be plastic coated with a material that is compatible with the resin system used. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowance should be made for circumferential stretching during inversion.
- 410.5.2 Resin - A general purpose, unsaturated, styrene-based, thermoset resin and catalyst system or an epoxy resin and hardener that is compatible with the inversion process should be used. The resin must be able to cure in the presence of water and the initiation temperature for cure should be less than 180° F (82.2° C). The CIPP system can be expected to have as a minimum the initial structural properties given in Parts 410.2.1, 410.2.2, 410.2.3, and 410.2.4, and Parts 410.4.3, 410.4.4, and 410.4.5. These physical strength properties should be determined in accordance with Section 8 of ASTM F- 1216-93.
- 410.5.3 The minimum length shall be that deemed necessary by the engineer to effectively span the pipelining distance of the necessary manhole section unless otherwise specified. The line lengths shall be verified in the field before impregnation of the tube with resin.
- 410.5.4 The outside of the tube, before installation, shall have an impermeable polyethylene or polyurethane plastic coating. This coating will form the inner layer of the finished pipe and is required for enhancement of corrosion resistance, flow, and abrasion properties.
- 410.5.5 Resin - The resin used shall be high-grade corrosion resistant isophthalic polyester, vinyl ester, or epoxy, specifically designed for the cured-in-place pipe (CIPP) being installed.
- 410.5.6 End Seal - A compression gasket sealing product that swells with the presence of water shall be utilized at the junction of the main and manhole. The end seal is a molded rubber gasket that

provides a full-circle compression seal to a substantial area at the end of a mainline pipe that is rehabilitated by lining. The end seal shall be Insignia™ Hydrophilic End Seal as manufactured by LMK Technologies or approved equivalent. The kit component of the Insignia End Seal includes a tubular sleeve, a mechanical fastener band and anchor screws for sizes 18-inches and larger. The member that creates the end seal is a hydrophilic neoprene rubber of approximately 50 Shore A durometer. The tubular sleeve has a uniform wall thickness and width, and a diameter slightly less than the interior pipe diameter. The hydrophilic neoprene rubber has the following characteristics:

Characteristic	Unit	Value	Test Method
Shore A Hardness	point	50 +/- 5	ASTMD2240
Tensile Strength	psi	1177	ASTMD412
Elongation at Break	%	523	ASTMD412
Specific Gravity		1.2	ASTMD297
Swell Capacity in Water Contact	%	200	GRCSC

- 410.5.7 Caulking/Sealant – Sealant shall be a quick-set epoxy mortar or high viscosity epoxy with good adhesion to the liner and original pipe material.

410.6 FULL-LENGTH TEMPERATURE SENSING

- 410.6.1 System shall consist of a wire probe with sensors no more than ten (10) feet apart running the length of the pipe section to be lined and a computer with vendor software for monitoring in real-time and recording curing data. Data output will consist of a report indicating the time and temperature at each sensor location. System shall have the ability to monitor the curing from a remote location, and this ability will be made available to the Owner and Engineer. Owner and Engineer will be provided training in how to access the site for remote viewing and an overview of the system. Remote sensing system will be the ZIA System, or approved equal.

410.7 DESIGN

- 410.7.1 General Requirements of Cured-in-Place Pipe (CIPP) – The finished pipe must be such that when the thermosetting resin cures, the total wall thickness will be a homogeneous and monolithic felt and resin composite matrix that will be chemically resistant to withstand internal exposure to domestic sewage. When cured, the CIPP must form a mechanical bond with the conduit.

410.7.2 The CIPP shall be designed to a minimum wall thickness based on the individual project parameters and the condition of the existing conduit. The pipe design shall have sufficient strength to support all dead loads, live loads and groundwater loads imposed.

410.7.3 The cured lining material shall conform to the minimum structural standards, as listed below.

Linear Material Test Cured Liner	Standard	Results
Tensile Stress	ASTM D 638	3,000 psi
Flexural Stress	ASTM D 790	4,500 psi
Flexural Modulus	ASTM D 790	250,000 psi

410.7.4 CIPP Thickness for two (2) Flexural Modulus Resin Systems

410.7.5 Flexural Modulus – 250,000 psi (short term)

Pipe Diameter	Max. Depth	CIPP Thickness	Pipe Diameter	Max. Depth	CIPP Thickness
(inches)	(feet)	(millimeters)	(inches)	(feet)	(millimeters)
8	8	5.0	15	8	6.0
8	12	5.0	15	12	6.5
8	16	5.0	15	16	7.0
8	20	5.0	15	20	8.0
8	24	6.0	15	24	9.0
8	28	6.0	15	28	9.5
10	8	6.0	18	8	6.5
10	12	6.0	18	12	7.5
10	16	6.0	18	16	8.5
10	20	6.0	18	20	9.5
10	24	6.0	18	24	10.5
10	28	6.0	18	28	11.5
12	8	6.0	24	8	9.0
12	12	6.0	24	12	10.0
12	16	6.0	24	16	11.5
12	20	6.5	24	20	13.0
12	24	7.0	24	24	14.0
12	28	7.5	24	28	15.0

Flexural Modulus – 400,000 psi (short term)

Pipe Diameter	Max. Depth	CIPP Thickness	Pipe Diameter	Max. Depth	CIPP Thickness
(inches)	(feet)	(millimeters)	(inches)	(feet)	(millimeters)
8	8	4.0	15	8	5.5
8	12	4.0	15	12	5.5
8	16	4.0	15	16	6.0
8	20	4.5	15	20	7.0
8	24	4.5	15	24	7.5
8	28	4.5	15	28	8.0
10	8	5.5	18	8	6.0
10	12	5.5	18	12	6.5
10	16	5.5	18	16	7.5
10	20	5.5	18	20	8.5
10	24	5.5	18	24	9.0
10	28	5.5	18	28	9.5
12	8	5.5	24	8	8.5
12	12	5.5	24	12	9.0
12	16	5.5	24	16	10.0
12	20	5.5	24	20	11.0
12	24	6.0	24	24	12.0
12	28	6.5	24	28	12.5

Design Parameters

Fully deteriorated design

Ground Water = 1/2 to 1/3 of soil depth

Long term flexural modulus = 50% of short term

Soil modulus = 700 psi for depth < 10' and
1000 psi for depth > or = to 10'

Safety Factor = 2.0

Ovality = 2.0%

Live Load H2O = 16,000 lbs.

Soil Density = 120 pcf

Poisson's Ratio = 0.3

410.7.6 Independent material tests for compliance with this specification shall be made according to the applicable ASTM standards. Upon request, a certificate of compliance will be provided for all materials furnished under this specification.

410.7.7 The contractor shall submit his price proposal based on the appropriate length, size, and existing pipe parameters designated in the Bid Item or Bid Proposal Section. The deterioration of sewers is an on-going process. Should pre-construction

inspections reveal the sewers to be in substantially different conditions than those in the design considerations, the contractor shall request such changes in reconstruction liner thickness, supporting such requests with design data. The deviation, if approved, shall be reflected by the appropriate addition or reduction in the unit cost for that size as agreed to by the Engineer.

410.8 PRE-INSTALLATION PROCEDURES

- 410.8.1 The following installation procedures shall be adhered to unless otherwise approved by Engineer.

410.9 SAFETY

- 410.9.1 CONTRACTOR shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and engineering confined spaces.

410.10 INSPECTION

- 410.10.1 Additional internal inspection as noted on drawings shall be conducted by CONTRACTOR prior to actual construction. Inspection shall be accomplished by means of closed-circuit color television. Supplemental cleaning of the pipes to permit a clear and unobstructed view of the pipe walls will be the responsibility of CONTRACTOR and is considered as incidental to the work.

410.11 CLEANING OF SEWER LINES

- 410.11.1 Prior to any lining of a pipe so designated, it shall be the responsibility of the CONTRACTOR to remove all internal debris out of the sewer lines in accordance with Section III, "Sewer Line Cleaning" NASSCO Specifications for Sewer Collection System Rehabilitation.

- 1) Sewers shall be cleaned of all debris, roots and other materials that would block proper inversion of the cured-in-place pipe. Utilizing high-pressure jet cleaning equipment, several passes shall be completed to assure that all debris is removed from the pipe. If roots are present, root cutters or mechanical brushes shall be attached to the jet nozzle and sent through the line to remove all root intrusions.
- 2) Owner or Engineer shall approve cleaning prior to liner insertion.

410.11.2 T.V. Inspection

- 1) Sewers shall be CCTV inspected providing both a video recording and written log identifying all service connections and openings. Utilizing a color video inspection system with data recording capabilities, the entire pipe sections shall be recorded on standard transfer media to become the property of the City.
- 2) Identification and Pre-measurement of Lateral Connections. A 360-degree Pan-and-Tilt view camera shall be used to inspect the pipe traveling upstream. At each connection the operator will stop and turn the camera lens toward the lateral thereby inspecting the first 8- to 12-inches of the lateral connection. If there remains a doubt as to whether or not the connection is live, additional "Dye and Flush" tests shall be performed. It will be the responsibility of the Engineer to review this process live or review the video to verify and approve which lateral connections are to be reinstated. All lateral locations will be measured from the back wall (opposing wall) of the basis manhole, typically, the downstream manhole.
- 3) Inspection of Pipelines - Inspection of pipelines should be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television or man entry. The interior of the pipeline should be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as protruding service taps, collapsed or crushed pipe, and reductions in the cross-sectional area of more than 20%. These conditions should be noted so that they can be corrected. A pre-insertion video shall be prepared by the Contractor. Owner or Engineer and Contractor shall be present during pre-insertion inspection to view pipeline. Pipeline shall be dry during the pre-insertion inspection. Contractor to provide at least two (2) hours advance notice to Owner or Engineer for inspection. Inspection shall take place between 7:00 AM and 6:00 PM of the same day unless permitting restrictions dictate otherwise. If flow is resume in pipe prior to lining, a second televising shall be performed with Owner or Engineer present to ensure no debris has been reintroduced into the pipe.

410.12 LINE OBSTRUCTIONS

- 410.12.1 The original pipeline should be clear of obstructions such as solids, dropped joints, protruding service connections, crushed or collapsed pipe, and reductions in the cross-sectional area of more than 20% that will prevent the insertion of the resin-impregnated tube. Protruding service connections shall be removed to prevent dimpling of the finished liner. Maximum allowable protrusion shall be 1/2-inch.

- 410.12.2 The Contractor shall perform all obstruction removals for the sewer section scheduled for relining. The repair shall be an adequate repair for insertion of the resin-impregnated tube. This shall be paid at the bid price for obstruction removal.
- 410.12.3 If the Contractor identifies obstructions that cannot be removed by conventional sewer cleaning equipment, then, with the Engineer's approval, an excavation shall be made to remove the obstruction.
- 410.13 If pre-insertion inspection reveals a condition such as a protruding service connection, dropped joint, or a collapse that will prevent the insertion process or will result in an unacceptable installation, and it cannot be removed by conventional sewer cleaning equipment, defined as high-pressure jetters, root cutter or grinders, then Contractor shall consult with the Engineer before proceeding with the appropriate remedy. If condition resulting in extra effort by the Contractor was not shown on the drawing or revealed to the Contractor at the time of the bid, the work shall be considered as separate pay item by Changer Order.
- 410.14 Infiltration – Minor infiltration is a normal condition sometimes encountered during the CIPP process. It is not a "changed condition" and should not be regarded as a reason for change orders. If in the opinion of the Engineer, infiltration is significant enough to adversely affect the curing process, chemical grouting or other remedies may be required. This additional work will be paid for by the Owner as a Changer Order.
- 410.15 Site Restoration – Areas damaged or modified by the Work for this project shall be repaired or restored to a condition equal to or better than the original condition. Site restoration is incidental to the Work and shall not be regarded as a reason for change orders.
- 410.16 Public Relations – A Public Information and Notification Program shall, as a minimum, require the Contractor to be responsible for contacting homeowners or businesses who will be affected by the construction activities and informing them of the work to be done and the estimated timing for the work. Written notice shall be delivered to each home or business two (2) weeks prior to installation. Notice shall include a local telephone number of the Contractor they can call to discuss the project, and how the homeowner or business will be affected. The written notice must be reviewed by the Owner or Engineer prior to the start of any work.
- A follow-up notice shall be delivered to each home or business connected to the sanitary sewer two (2) days prior to installation. The notice shall instruct occupants to minimize water usage the day of the insertion and fill floor drain traps with water to prevent potential odors.

410.17 BY-PASS OF FLOW AND INTERRUPTION OF SERVICE

- 410.17.1 Contractor, when required, shall provide for the flow of sewage around the section or sections of pipe that are to be lined. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle anticipated wet weather flow.
- 410.17.2 All procedures for maintaining flows must meet the approval of the Owner or Engineer. Contractor shall submit a detailed plan of all methods of flow management, in advance of flow interruption.
- 410.17.3 When preparing for making connection to the existing system or other work, which will interrupt service to the utility users, Contractor shall notify the affected user at least 48 hours in advance of service interruption, stating the approximate time and duration of interruption of service. Advance notification shall not extend beyond 72 hours.
- 410.17.4 Public advisory services will be required to notify all parties whose service laterals will be out of commission and to advise against water usage until the mainline is back in service.

410.18 INSTALLATION OF LINES

- 410.18.1 Prior to installation of the liner, the full-length temperature sensing system shall be placed and tested to ensure proper functioning. If more than two sensors in a row or more than 10% of the total sensors are malfunctioning, the entire sensor array shall be replaced and retested. Time and temperature shall be monitored in accordance with manufacturer's recommendations.
- 410.18.2 Resin Impregnation of the CIPP Tube - The Contractor shall designate a location where the tube shall be impregnated or "wet out" with resin, using distribution rollers and a "single-source" vacuum system to thoroughly saturate the tube's felt fiber prior to installation in the field. The impregnated tube shall be free of pinholes, resin voids and other defects. If the cured-in-place pipe is impregnated at the manufacturing plant, it shall be delivered to the job site in a refrigerated truck and remain refrigerated prior to installation to prevent premature curing. A "Pulled-In-Place" method of installation shall be allowed for pipe diameter sizes 6-inches, 8-inches, 10-inches, and 12-inches.
- 410.18.3 The tube should be vacuum-impregnated with resin (wet out) under controlled conditions. The volume of resin used should be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume should be adjusted by adding 5 to 10% excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe.

- 410.18.4 Inversion of CIPP Tube - The resin impregnated tube shall be water inverted or cool air pressure-inverted through an existing manhole or other approved access point until it has fully traversed the designated line length and the inversion face breaches the destination manhole or termination point. Thermocouples shall be placed at the top and, if possible, at the bottom interface of both ends of the liner for monitoring temperature during the cure cycle. A "Pulled-In-Place" method of installation shall be allowed for pipe diameter sizes 6-inches, 8-inches, 10-inches, and 12-inches.
- 410.18.5 CIPP Processing (Curing and Cool Down) - The cure cycle and cool down will be dictated with consideration given to actual field conditions and shall be according to the manufacturer's recommendations. The curing temperatures shall be monitored at the heater truck's water inlet and outlet lines. The temperature readings from the truck will be compared to the thermocouples to insure that sufficient heat is being supplied to the system to effect proper cure. Once the pipe has been cured, cool water shall be slowly introduced into the rehabilitated pipe. The water temperature shall be cooled inside of the pipe at a rate of 20 to 30 degrees per hour until the water temperature is within 20 degrees of the ambient temperature. The cool down process will also be affected by actual field conditions and may be modified in cases of severe conditions or below normal ground temperatures. Contractor shall not discharge cooling water to storm sewer system.
- 410.18.6 Termination and Sealing at Manhole Outlets - Termination of the cured-in place pipe at the manhole is completed by trimming the inverted pipe end back within approximately 6-inches of the outlet.
- 1) An end seal per the materials specification shall be installed at the termination of CIPP at the manhole outlet. All roots deposits, and debris should be removed from the pipe with hydraulically powered equipment, high velocity jet cleaners, or mechanically powered equipment as per NASSCO recommended specifications prior to installation of CIPP with end seals. Since the Insignia End Seal product may be used with a variety of rehabilitative pipe liners, the standard installation practices of each individual pipe liner method should be closely followed.
- 410.18.7 Hydraulic Capacity - Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material, taking into consideration its age and condition. The roughness coefficient of the CIPP shall be verified by third party test data.

410.19 SERVICE CONNECTIONS

- 410.19.1 After the liner has been cured, Contractor shall reconnect the service connections. All service connections to existing buildings are to be reconnected, except where disconnection is approved by the Engineer. Service connection to a vacated lot shall not be reconnected. If more than one service is found per lot then, the Contractor shall verify that service connections are active by introducing dye into the lines at cleanouts, vent stacks or other access points as approved by the Engineer. Dye testing shall be recorded by CCTV inspection at the location in the main line where the dye appears. All addresses will be noted on log sheets for future reference. Provide the address of all reconnected and disconnected services.
- 410.19.2 It is the intent of the City that all service reconnections be made by external service reconnection in accordance with 410.19.4. Where there is no protruding pipe, cracks, or leaks, or where significant surface obstructions exist service connections shall be internally reinstated as directed by Engineer in accordance with 410.19.3 or 410.19.4.
- 410.19.3 Internal Reconnection: Without excavation, the service connection shall be reinstated by means of a television camera and a cutting device that reestablishes the connection to not less than 90 percent capacity. Service connections shall be cut in with neat and smooth circumferential lines to prevent snagging of debris and/or solids. Contractor shall provide a physical demonstration, in the presence of the Engineer, to show the assurance of a watertight seal of all service connections. Service interruptions to any homes tributary to the sewer line being rehabilitated shall not exceed 24 hours. Internal service reconnections shall not be allowed without prior written approval by the Owner.
- 410.19.4 External Reconnection: Service connections shall be reinstated by excavation and reconnecting the service with an approved saddle, INSERTATEE, or equal. The Contractor shall remove the appropriate amount of carrier pipe to allow the saddle to be directly connected to the outside wall of the CIPP. An epoxy, meeting the manufacturer's recommendations, shall be applied to the saddle to assure a watertight seal between the saddle and CIPP. The saddle shall be secured with stainless steel bands. After the epoxy has set and prior to backfilling, the Contractor shall seal any open annular space between the existing sewer and new liner pipe with a non-shrink grout. The Contractor shall then completely encase the saddle and exposed pipe in concrete. Care shall be used not to damage the CIPP. If damage occurs as a result of the Contractor's operations, the Contractor shall assume all cost associated with the repair of the CIPP.

- 410.19.5 Connections of the saddle fitting to the existing lateral shall be made using elastomeric boots, full-encirclement clamps, or by other method as approved by the Engineer.

410.20 FINAL INSPECTION

- 410.20.1 Upon completion of the installation, the rehabilitated sewer shall be CCTV inspected providing both a video recording and log identifying all service connections and openings. The entire pipe section rehabilitated shall be recorded on standard transfer media with the video becoming the property of the City.
- 410.20.2 CIPP samples shall be prepared and physical properties tested in accordance with ASTM F1216, Section 8.1, using either method proposed. The flexural modulus must meet or exceed the value used in design in Section D (structural requirements for the pipe size and thickness furnished in design.)
- 410.20.3 Leakage testing of the CIPP shall be accomplished during curing while under a positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method approved by the Engineer.
- 410.20.4 Visual inspection of the CIPP shall be in accordance with ASTM F1216, Section 8.6.
- 410.20.5 Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

410.21 FINAL ACCEPTANCE

- 410.21.1 After installation of the liner, Contractor shall TV inspect the sewer line as specified herein and perform the following test on the sewer line.
- 410.21.2 Testing: After the installation procedures have been performed and curing is complete, but before any service connections are reinstated, Contractor shall conduct a hydrostatic test on the sewer lines to determine if it is watertight.
- 410.21.3 Exfiltration testing of the CIPP shall be performed after it has fully cured and before any other insertions take place. The exfiltration rate shall not exceed 200 U.S. gallons per inch of internal diameter per mile of pipe per day. The test shall be conducted for a minimum of one (1) hour with a minimum of 2-feet of head over the top of the pipe at its upper end. A minimum of three (3) reaches will be tested. Contractor may elect to perform testing before pucker end is cut out, but no allowance will be made for observed pucker leakage. An air test may be used in lieu of

exfiltration test. Test shall be performed in accordance with ASTM F-1417. Test pressure shall be 3.5 psig, and the time pressure drop method will be used. Testing shall take place between 7:00 AM and 6:00 PM unless permitting requirements dictate otherwise.

- 410.21.4 Post-insertion video recording TV log in a format acceptable to the Engineer shall be provided to the Engineer within two (2) weeks of taping. The pipe must be dry and clean during the televising. Camera speed shall not exceed two feet per second. Video quality shall be high. Engineer and Contractor shall be present during the inspection. Provide at least two (2) hours advance notice to Owner or Engineer. Inspection to take place between 7:00 AM and 6:00 PM unless permitting restrictions dictate otherwise.
- 410.21.5 Wrinkle height shall not exceed 2% of the host pipe diameter or $\frac{1}{4}$ ", whichever is greater.
- 410.21.6 Cured Pipe Physical Properties: Samples of the cured pipe should have the minimum physical properties (flexural stress, modulus of elasticity, and thickness) recommended herein.
- 410.21.7 Payment for pressure tests, including the furnishing and installing of all equipment and materials, conducting the pressure test, and making all necessary repairs shall be considered as subsidiary to pipeline rehabilitation and will not be paid for directly.

410.22 MEASUREMENT AND PAYMENT

- 410.22.1 Cured-in-Place Pipe shall be paid for at the Contract Unit Prices as follows: The unit price shall cover the entire cost of sewer lining, measured to the nearest 0.1 foot, center of manhole to center of manhole, less one-half ($\frac{1}{2}$) the diameter of both the upstream and downstream manholes, and include any by-pass pumping and testing.
- 410.22.2 Obstruction Removal shall be paid for at the set unit prices for obstruction removal.
- 410.22.3 Payment for external service connections shall be paid at the unit bid prices for service connections. No additional payment shall be paid for internal service connections unless a tee-liner or similar is installed.
- 410.22.4 Television pre-inspection shall be paid for at the unit price bid per linear foot of pipeline to be inspected. The unit price bid for Television Pre-inspection shall be payment in full for all materials, labor, and equipment necessary for televising the pipe prior to repairing or rehabilitating it. The linear feet paid shall be as measured from the center of the upstream manhole to the center of the downstream manhole. Payment shall only be made once for any manhole-to-manhole pipe segment; no additional

payment shall be made for multiple inspections of the same pipe segment. Payment will not be made until the pre-inspection video has been approved.

410.22.5 The cost of post construction television inspection will not be paid for separately but shall be included in the Contract Unit Price of the rehabilitation or replacement being performed. This shall include all costs associated with the television inspection, such as viewing, record logs, and standard transfer media.

410.22.6 The prices shall be payment in full for performing and completing the work and for furnishing all labor and materials necessary including excavation and removal of existing structure, trench safety system, pipe lining materials, pipe sealing materials, labor, backfilling, surface restoration, sodding, pavement replacement, sidewalk and driveway replacement, curb and gutter replacement, all testing, and all incidental costs.

END OF SECTION

SP-7 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

MODIFICATION TO CITY OF TULSA STANDARD SPECIFICATION 408 PIPE BURSTING & 409 SLIPLINING

The following modification(s) shall not replace the referenced specifications sections but rather act as an addition to the existing specification located in the City of Tulsa Standard Specifications and Standard Details, dated October 2013.

PART 1 GENERAL

- 1.1 When HDPE pipe is delivered to the jobsite it shall not be exposed to sunlight for more than three (3) weeks. HDPE pipe exposed to sunlight for more than three (3) weeks shall be covered with an opaque protective covering. The pipe shall be left stacked and no more pipe than can be installed in one day shall be strung along the jobsite.
- 1.2 Pipe and fittings shall be joined by one of the following types of thermal fusion per the Manufacturer's recommended procedures: Butt fusion, Saddle fusion or Socket fusion.
- 1.3 Polyethylene pipe and fittings may be joined together or to other materials using electrofusion fittings, flange adapters with back-up rings, mechanical couplings designed for connecting polyethylene pipe and fittings to itself or to another material, or MJ adapters. The manufacturer of the joining device shall be consulted for proper installation procedures.
- 1.4 Polyethylene pipe and fittings joined together using a hydraulically operated heat butt fusion machine, shall utilize a data recording device per ASTM F3124 – STANDARD PRACTICE FOR DATA RECORDING THE PROCEDURE USED TO PRODUCE HEAT BUTT FUSION JOINTS IN PLASTIC PIPING SYSTEMS OR FITTINGS. Each HDPE joint shall be traceable to the fusion operator and equipment. Electrofusion reports of each weld shall be appropriately identified and provided to City of Tulsa Inspector. The reports shall include, as a minimum, the fusion date, time, ambient temperature, fitting type and size, user ID, and the manufacturer of the part.
- 1.5 The Contractor shall be responsible for ensuring all personnel operating heat fusion equipment are qualified Heat Fusion Equipment Operators in accordance with ASTM F3190-16 – STANDARD PRACTICE FOR HEAT FUSION EQUIPMENT (HFE) OPERATOR QUALIFICATION ON POLYETHYLENE (PE) AND POLYAMIDE (PA) PIPE AND FITTINGS. All polyethylene joints shall be thermally butt fused by an HFE Operator. The HFE Operators Card shall be submitted at the Pre-Construction Conference and provided at the request of the Engineer. Certification by a distributor shall not be an acceptable substitute.
- 1.6 **PAYMENT:** No additional payment shall be made.

END OF SECTION

SP-8 TECHNICAL REQUIREMENTS AND SPECIFICATIONS

MODIFICATION TO CITY OF TULSA STANDARD SPECIFICATION 327 TRAFFIC CONTROL DEVICES

PART 327 - TRAFFIC CONTROL DEVICES

The following modification(s) shall replace the referenced specification section located in the City of Tulsa Standard Specifications and Standard Details, Dated October 2013.

PART 1 GENERAL

1.1 SCOPE

This specification defines the materials required for *Construction Traffic Control* and the payment schedule.

PART 2 TRAFFIC CONTROL DEVICES

2.1 MATERIALS

Traffic control devices shall include safety fencing, barricades, signs, barrels, tube channelizers, warning lights, arrow panels, flagmen and all other relevant devices to perform *Construction Traffic Control*. All devices shall conform to the latest edition of the Manual on Uniform Traffic Control Devices and ODOT Standard Specifications Section 800.02.

PART 3 PAYMENT

3.1 BASIS OF PAYMENT

Payment shall be full compensation for performing the required traffic control for the construction project. The furnishing, installation, and removal of all traffic control devices are to be included in the lump sum for *Construction Traffic Control*.

3.2 PAYMENT SCHEDULE

Payment for this item will be made in two installments, unless the first estimate submitted is also the final estimate, in which case the total will be paid. The first payment of fifty percent of the *Construction Traffic Control* lump sum price will be included in the pay estimate which reflects fifty percent completion of the work.

The remaining value of the *Construction Traffic Control* lump sum will be included on the final pay estimate.

3.3 ADDITIONAL TRAFFIC CONTROL REQUIRED

If additional construction work is added to the original contract, additional payment for *Construction Traffic Control* will be awarded accordingly. The additional payment will be figured by calculating a daily rate based off the original lump sum value. The daily rate will be calculated by dividing the

Construction Traffic Control lump sum value by the number of calendar days in the original contract time.

The additional compensation will be calculated by multiplying the daily rate by the number of additional days required. The additional traffic control payment will be included on the final pay estimate.

END OF SECTION

