

CONTRACT DOCUMENTS

AND

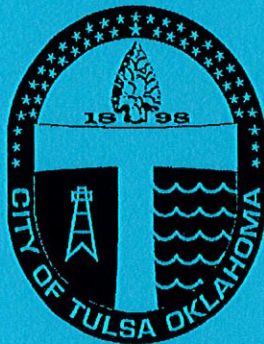
SPECIFICATIONS

FOR

**PROJECT NO. TD-23-0001, TMUA-W 24-06,
ES-2023-18 COMANCHE PARK CHOICE
NEIGHBORHOOD PHASE NO. 1**

ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY

PREPARED BY:
Wallace
123 N. MLK Blvd.
Tulsa, OK 74103
918-806-7401
Jordan Rodich



CITY OF
Tulsa
A New Kind of Energy™

TERRY BALL, DIRECTOR
PUBLIC WORKS DEPARTMENT

Account Numbers: 2459FR0002.Capital.LandImp.FPIMP
2431S00020.SewerLines.Sewer.7500.75003122-541101

Public Works Department
2317 South Jackson Avenue
Tulsa, Oklahoma 74107
(918) 596-9565

CONTRACT DOCUMENTS

PROJECT NO. TD-23-0001, TMUA-W 24-06, ES-2023-18
COMANCHE PARK COICE NEIGHBORHOOD PHASE NO. 1

ENGINEERING SERVICES DEPARTMENT

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

CITY OF TULSA ENGINEERING SERVICES CONSTRUCTION
SPECIFICATIONS – OCTOBER 2013

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December 8, 11, 12, 13, 14 and 15, 2023.

**NOTICE TO BIDDERS
SEALED BIDS FOR
PROJECT NO. TD-23-0001, TMUA-W 2406, ES-2023-18**

Notice is hereby given that pursuant to an order by the Mayor of the City of Tulsa, Oklahoma, sealed bids will be received in Room 260 of the Office of the City Clerk, City of Tulsa, 175 E. 2nd Street, Tulsa, Oklahoma 74103 until **8:30 a.m. the 12th day of January, 2024** for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

**PROJECT NO. TD-23-0001, TMUA-W 24-06, ES-2023-18
COMANCHE PARK CHOICE NEIGHBORHOOD PHASE NO.
1**

The entire cost of the improvement shall be paid from
Account No.
2459FR0002.Capital.LandImp.FPIMP
2431S00020.SewerLines.Sewer.7500.75003122-541101

A **MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, December 19, 2023 at 9:00 a.m.** and will be held through video conferencing with Microsoft Teams, invitation presented on the City of Tulsa's website at this link:
<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 holders of valid pre-qualifications certificates from the City of Tulsa in one or more of the following classifications: **A or C.**

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

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

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

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

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

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

All bids will be opened and considered by the Bid Committee of said City at a meeting of said Committee to be held in the City Council Room of City Hall in said City at 9:00 a.m. on the 12th day of January, 2024.

Dated at Tulsa, Oklahoma, this 8th day of December, 2023.

(SEAL)

Christina Chappell
City Clerk

INSTRUCTIONS TO BIDDERS

B-1. BIDS

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

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

**PROJECT NO. TD-23-0001, TMUA-W 24-06, ES-2023-18 COMANCHE PARK
CHOICE NEIGHBORHOOD PHASE NO. 1**

Pre-qualification Certificate Number _____.

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

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

B-2. BID SECURITY

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

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

B-3 RETURN OF BID SECURITY

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

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

B-4 WITHDRAWAL OF BIDS

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

B-5 REJECTION OF BIDS

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

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

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

B-6 DISQUALIFICATION OF BIDDERS

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

B-7 SIGNATURE OF BIDDERS

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

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

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

B-8 INTERPRETATION OF CONTRACT DOCUMENTS

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

B-9 LOCAL CONDITIONS AFFECTING WORK

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

B-10 TIME OF COMPLETION

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

B-11 QUALIFICATION OF BIDDERS

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

B-12 TAXES AND PERMITS

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

B-13 OKLAHOMA LEGAL REQUIREMENTS

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

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

B-14 BONDS

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

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

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

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

B-15 BOUND COPY OF CONTRACT DOCUMENTS

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

B-16 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

B-17 BASIS FOR AWARD OF CONTRACT

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

B-18 TIME FOR AWARDING OF CONTRACT

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

B-19 SAFETY AND HEALTH REGULATIONS

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

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

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

B-20 VENDORS AND SUBCONTRACTOR IDENTIFICATION

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

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

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

B-22 AMERICANS WITH DISABILITIES ACT

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

RESOLUTION NO. 18145

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

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

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

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

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

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

- a. "Bidding Documents" or "Bid" means the bid notice, plans and specifications, bidding form, bidding instructions, special provisions and all other written instruments prepared by or on behalf of an awarding public agency for use by prospective bidders on a public construction contract.
- b. (i) "Bona Fide Residents" shall include only those persons who are either registered to vote in the City of Tulsa or who have resided within the city limits for at least six months, or who have purchased a permanent residence within the city limits or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker. (ii) Bona fide residents of MSA shall include only those persons who are registered to vote in outlying MSA areas or who have resided within the outlying MSA area for at least six months, or who have purchased a permanent residence within the outlying MSA areas or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker.
- c. "Public Construction Contract" or "Contract" means any contract exceeding Seven Thousand Five Hundred Dollars (\$7,500.00) in amount, awarded by the City of Tulsa for the purpose of making any public improvements or constructing any public building or making repairs to the same.
- d. "Public Improvement" means any beneficial or valuable change or addition, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to the City of Tulsa, intended to enhance its value, beauty or utility or to adapt it to new or further purposes. The term does not include the direct purchase of materials, equipment or supplies by the City of Tulsa.

CITY OF TULSA
FILED

AUG 23 1988

Office of City Auditor
By _____

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

SECTION 3. Residency Requirements of Contractor's Employees. Every employee and/or agent of the City of Tulsa, Oklahoma, charged or involved with the preparation of plans and specifications for any public 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

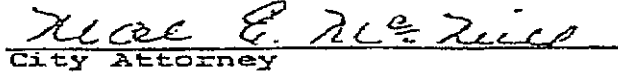


Mayor

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.

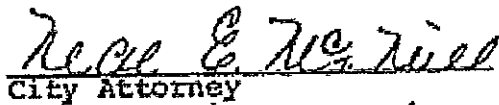


Mayor

ATTEST:


City Auditor

APPROVED:


City Attorney

CITY OF YOLAK
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
PROJECT NO. TD-23-0001
COMANCHE PARK CHOICE NEIGHBORHOOD PHASE 1

Please read the following instructions carefully.

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

AGREEMENT FOR USING ELECTRONIC BID PROPOSAL

By and Between: Wallace Structural Consultants, 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 PROJECT NO. TD-23-0001 & TMUA-W 24-06 & ES 2023-18. 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 RECIPIENTS 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
PROJECT NO. TD-23-0001
COMANCHE PARK CHOICE NEIGHBORHOOD PHASE 1

TO: HONORABLE MAYOR
CITY OF TULSA, OKLAHOMA

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

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

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

HEREBY PROPOSES: to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to therein: to complete said work within 60 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 RESPONSIBLE BID SHALL BE DETERMINED BY THE TOTAL BASE BID.

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

PROJECT NO. TD-23-0001
COMANCHE PARK CHOICE NEIGHBORHOOD PHASE 1

BID ITEM	SPEC NO.	DESCRIPTION	UNIT	QTY	DATA INPUT	
ROADWAY BASE BID					UNIT PRICE	TOTAL EACH ITEM
1	201(A)	CLEARING AND GRUBBING	AC	0.330		\$0.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	60.0		\$0.00
3	202(D)	UNCLASSIFIED BORROW	CY	1245		\$0.00
4	205(A)	TYPE A SALVAGED TOPSOIL	CY	217		\$0.00
5	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1		\$0.00
6	221(C)	TEMPORARY SILT FENCE	LF	588		\$0.00
7	221(F)	TEMPORARY SILT DIKE	LF	60		\$0.00
8	221(K)	TEMPORARY FIBER LOG	LF	24		\$0.00
9	230(A)	SOLID SLAB SODDING (LIKE KIND)	SY	1304		\$0.00
10	303(A)	AGGREGATE BASE TYPE A	CY	133		\$0.00
11	310(B)	SUBGRADE METHOD B	SY	73		\$0.00
12	609(A)	2'-2" COMBINED CURB AND GUTTER (6" BARRIER)	LF	351		\$0.00
13	610(B)	4" CONCRETE SIDEWALK	SY	346		\$0.00
14	610(B)	6" CONCRETE DRIVEWAY	SY	235		\$0.00
15	610(I)	TACTILE WARNING DEVICE	SF	40		\$0.00
16	611(G)	INLET, CICI DESIGN 3, COMPLETE IN PLACE	EA	1		\$0.00
17	611(G)	INLET, CICI DESIGN 3 W/AMH, COMPLETE IN PLACE	EA	1		\$0.00
18	613(A)	RCP, 18-INCH ROUND, COMPLETE IN PLACE	LF	67		\$0.00
19	613(L)	PCES, 18-INCH ROUND, COMPLETE IN PLACE	EA	1		\$0.00
20	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	58		\$0.00
21	619(B)	REMOVAL OF CONCRETE SIDEWALK	SY	144		\$0.00
22	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	21		\$0.00
23	619(B)	REMOVAL OF CURB AND GUTTER	LF	66		\$0.00
24	619(C)	SAWING PAVEMENT	LF	459		\$0.00
25	641	MOBILIZATION	EA	1		\$0.00
26	642	CONSTRUCTION STAKING, LEVEL II	EA	1		\$0.00
27	805(A)	REMOVAL OF TRAFFIC ITEMS	EA	1		\$0.00
28	850(A)	SHEET ALUMINUM SIGN	EA	3		\$0.00
29	880(B)	SIGNS 0.00 TO 6.25 SF	SF	23		\$0.00
30	880(B)	SIGNS 6.25 TO 15.99 SF	SD	360		\$0.00
31	880(C)	BARRICADES (TYPE II)	SD	540		\$0.00
32	880(E)	WARNING LIGHTS (TYPE A)	SD	360		\$0.00
33	880(E)	WARNING LIGHTS (TYPE C)	SD	720		\$0.00
34	880(F)	DRUMS	SD	360		\$0.00
35	880(G)	TUBE CHANNELIZERS	SD	2880		\$0.00
36	SPECIAL	PROJECT SIGN (CITY OF TULSA)	SD	4500		\$0.00
37	SPECIAL	URBAN RIGHT-OF-WAY RESTORATION	EA	2		\$0.00
38	SPECIAL	OWNER ALLOWANCE	EA	1		\$0.00
39	SPECIAL	SIDEWALK RAMP (TYPE A)	EA	25000	\$1.00	\$25,000.00
40	SP COT 334	CONSTRUCTION AS-BUILTS	EA	4		\$0.00
41	SP COT 335	CONTRACTOR'S QUALITY CONTROL	EA	1		\$0.00
42	SP COT 608(D)	1 3/4" SQUARE TUBE POST	EA	1		\$0.00
43	SP COT 608(E)	2" SQUARE TUBE POST	LF	32		\$0.00
			LF	9		\$0.00
SUBTOTAL ROADWAY BASE BID						\$25,000.00
WASTEWATER BASE BID						
44	COT 202(A)	UNCLASSIFIED EXCAVATION	CY	80		\$0.00
45	230(A)	SOLID SLAB SODDING	SY	11		\$0.00
46	COT 301	RIGHT OF WAY CLEARING AND RESTORING, COMPLETE IN PLACE	LF	20		\$0.00
47	COT 302	EXCAVATION AND BACKFILL, UNCLASSIFIED	CY	93		\$0.00
48	COT 303(A)	AGGREGATE BASE TYPE A	CY	141		\$0.00
49	COT 334	CONSTRUCTION AS-BUILTS, WASTEWATER	EA	1		\$0.00
50	COT 335	CONTRACTOR'S QUALITY CONTROL, WASTEWATER	EA	1		\$0.00
51	COT 307	8 INCH DIP	LF	1		\$0.00
52	COT 309	8 INCH PVC, SDR-26	LF	87		\$0.00
53	COT 310(B)	SUBGRADE METHOD B	LF	6		\$0.00
54	COT 314(A)	4' DIA MANHOLE	SY	144		\$0.00
55	COT 314(B)	4' DIA MANHOLE (ADD'L DEPTH)	EA	2		\$0.00
56	COT 316	LAMP HOLE	VF	4		\$0.00
57	COT 325	SEPARATOR FABRIC	EA	1		\$0.00
58	COT 415	PRE-CONSTRUCTION TELEVISION INSPECTION	SY	187		\$0.00
59	COT 423	OBSTRUCTION REMOVAL	LF	300		\$0.00
60	COT 855(A)	TRAFFIC STRIPE, 4" PLASTIC	EA	1		\$0.00
61	880(B)	SIGNS 0.00 TO 6.25 SF	LF	120		\$0.00
62	880(B)	SIGNS 6.25 TO 15.99 SF	SD	120		\$0.00
63	880(C)	BARRICADES (TYPE III)	SD	120		\$0.00
64	880(E)	TYPE "A" WARNING LIGHT	SD	240		\$0.00
65	880(E)	TYPE "C" WARNING LIGHT	SD	240		\$0.00
66	COT 880(F)	DRUMS	SD	480		\$0.00
67	COT 880(G)	TUBE CHANNELIZERS	SD	120		\$0.00
68	SPECIAL	TYPE 1 PCC PATCH, ARTERIAL	SD	292		\$0.00
			CY	46		\$0.00
SUBTOTAL WASTEWATER BASE BID						\$0.00
ELECTRICAL ITEMS						
69	SPECIAL	10" ROUND PEDESTAL	EA	6		\$0.00
70	SPECIAL	QUAZITE PULL BOX	EA	3		\$0.00
71	SPECIAL	3" PVC CONOUIDT FROM QUAZITE PULL BOX TO TRANSFORMER	LF	105		\$0.00
72	SPECIAL	2" PVC CONOUIDT (TRENCHED) FOR SITE LIGHTING	LF	945		\$0.00
73	SPECIAL	RE-FEED POWER TO EXISTING LIGHT POLES	EA	3		\$0.00
SUBTOTAL BASE BID						\$0.00

TOTAL BASE BID

\$25,000.00
Figures

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

_____%

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

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

Respectfully submitted,

(Complete legal name of company)

(State of Organization)

By:

ATTEST:

Title:

Title: Corporate Secretary

Printed Name:

Printed Name:

(SEAL)

Address: _____

Telephone Number: _____

Fax Number: _____

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

Certificate of Secretary

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

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

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

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

(Signature)

Printed Name

(Assistant) Secretary

[SAMPLE CONSENT OF MEMBERS]

[NAME OF COMPANY], LLC

Consent of Members

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

DATED, this _____ day of _____, 20____.

Name printed: _____

Name Printed: _____

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

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



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

**Public Works Department
Engineering**

{Date}

**{Company Name}
(Address)
{City, State Zip}**

RE: City of Tulsa Project No. {number and Title}

TO WHOM IT MAY CONCERN:

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

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

This letter of authorization expires **Date.**

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

CITY OF TULSA

Paul D. Zachary, P.E.
Deputy Director

cc: Ryan McKaskle

HAS:JR

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

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

CONTRACT NO.: _____

PROJECT NO.: _____

DESCRIPTION: _____

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

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

EXTENSION OF CONTRACT TIME REQUIRED: _____ YES _____ NO

TOTAL OF EXTENSION TIME REQUESTED: _____

IF YES GIVE REASON: _____

SIGNATURE - CONTRACTOR

CONSULTING ENGINEER OR DEPARTMENT OF PUBLIC WORKS STAFF RECOMMENDATIONS

APPROVED: _____ REJECTED: _____

REASON: _____

SIGNATURE

DATE

ACTION WILL BE TAKEN WITHIN 30 DAYS FROM RECEIPT OF REQUEST

ETR-1

**CONTRACT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS
TULSA, OKLAHOMA**

THIS CONTRACT made and entered into the ____ day of _____, 2024, by and between ____ an (list state) _____ (Corporation or Limited Liability Company) of _____, Oklahoma, hereinafter called the "CONTRACTOR", and the CITY OF TULSA - TULSA, OKLAHOMA, a Municipal Corporation, herein called the "CITY."

WITNESSETH:

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

PROJECT NO. TD-23-0001, TMUA-W 24-06, ES-2023-18 COMANCHE PARK CHOICE NEIGHBORHOOD PHASE NO. 1

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

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

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

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

**PROJECT NO. TD-23-0001, TMUA-W 24-06, ES-2023-18 COMANCHE PARK CHOICE
NEIGHBORHOOD PHASE NO. 1**

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

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

All Work Completed: 60 calendar days

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

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

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

this _____ day of _____, 2024.

CITY OF TULSA, OKLAHOMA
a municipal corporation

By: _____

ATTEST: (S E A L)

Mayor

Date: _____

City Clerk

Date: _____

APPROVED:

APPROVED:

City Attorney

Date: _____

City Engineer

Date: _____

CONTRACTOR

By: _____

Printed Name _____

Title

Date: _____

Title

Date: _____

ATTEST:

Corporate Secretary

(S E A L)

AFFIDAVIT

STATE OF _____)
)ss
COUNTY OF _____)

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

Signature

Subscribed and sworn to before me this _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires:

_____, _____.

PERFORMANCE BOND

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

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

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

PROJECT NO. TD-23-0001, TMUA-W 24-06, ES-2023-18 COMANCHE PARK
CHOICE NEIGHBORHOOD PHASE NO. 1

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

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

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

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

CONTRACTOR (Principal)

BY:

ATTEST: (S E A L)

Date: _____ Title: _____

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

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

(Accompany this Bond with Power Of Attorney)

APPROVED AS TO FORM:

Date: _____
City Attorney

Date: _____
City Clerk

STATUTORY BOND

WHEREAS, the undersigned _____
has entered into a certain contract dated the _____ day of _____, _____, designated
as **Project No. TD-23-0001, TMUA-W 24-06, ES-2023-18**, for the construction of
certain public improvements Consisting of **COMANCHE PARK CHOICE**
NEIGHBORHOOD PHASE NO. 1 to be situated and constructed on and through the
property described in said Contract, including all of the work mentioned and described in
said Contract, and to be performed by the undersigned strictly and punctually in accordance
with the terms, conditions, drawings and specifications thereof, on file in the office of the
office of the City Clerk.

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

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

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

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

5/30/06

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

CONTRACTOR (Principal)

BY:

ATTEST: (S E A L)

Date: _____ Title: _____

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

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

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Date: _____
City Attorney

Date: _____
City Clerk

06/13/06

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

The condition of this obligation is such that:

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

Project No. TD-23-0001, TMUA-W 24-06, ES-2023-18 Comanche Park Choice
Neighborhood Phase No. 1

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

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

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

06/13/06

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

CONTRACTOR (Principal)

BY:

ATTEST: (S E A L)

Date: _____

Date: _____

Title:

Title:

Date: _____

Date: _____

Attorney-In-Fact

**

Surety (S E A L)

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

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Date: _____

City Attorney

Date: _____

City Clerk

AFFIDAVIT OF CLAIMANT

STATE OF _____

COUNTY OF _____

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

By: _____

Signature

Name: _____

Company: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

AC-1

GENERAL
CONDITIONS

GENERAL CONDITIONS OF CONTRACT

GC-1. SCOPE:

The Contract stipulations, which follow, are general in scope and may refer to conditions that 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. "City" shall mean the City of Tulsa, Tulsa County, Oklahoma.
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 Director of Engineering Services, or the Architect or Engineers who have been designated, appointed, or employed by the City 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 City as a basis for proposals; all drawings submitted by the successful bidder with his proposal and by the Contractor to the City, when and as accepted by the Engineer, and all drawings submitted by the City 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 City shall have the right to make such modifications, changes, and alterations as the City 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 City 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 Director of Public Works.

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 City.

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 City 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 City.

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 City in writing.

Should any Subcontractor fail to perform his work in a satisfactory manner the Contractor upon notice from the City shall immediately terminate his subcontract. The Contractor shall be fully responsible to the City 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 City.

GC-9. CONTRACTOR'S REPRESENTATIVES:

The Contractor shall designate a person on the Work site 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 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 City of Tulsa as the assured, issued by the same insurance company as the Contractor's liability coverage and indemnifying the City of Tulsa against any and all actions, claims, judgments or demands arising from injuries of any kind and character sustained by any person or persons because of work performed by the Contractor.

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

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

The Contractor shall provide proof of such coverage:

- (a) By providing Certificate(s) of Insurance prior to the execution of this contract; and
- (b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of 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 City will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, a Contractor who fails to keep required insurance policies in effect may be deemed by the City to be in breach of contract, ineligible to bid on future projects, and/or ineligible to engage in any new contracts.

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

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

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

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

All bonds and insurance must be executed by a company licensed to do business in the

State of Oklahoma and must be acceptable to the City.

GC-13. TIME FOR COMPLETION:

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

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 City, not as a penalty, but as liquidated damages the sum of **One Thousand Dollars (\$1,000.00)** per lane for each day of failure to commence work after the specified time set forth. The amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage the City would 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 City and coordination of Subcontractors. A working foreman is not acceptable as a project superintendent. The superintendent shall be required to be present at the Work site whenever the Contractor or Subcontractors are performing Work. The superintendent shall be a representative of the Contractor with the authority to make 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 City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day 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 City would sustain in such an 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 City of Tulsa.

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 City 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 City 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 City, provided, however, that the Contractor shall give the City 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 the equipment or materials a sufficient time in advance to ensure delivery when needed. Any extension of time granted by the City 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 City 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 City's representative during construction and until final payment. The Engineer will have authority to act on behalf of the City 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 City, and all of the City'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 City informed of the progress of the Work and will endeavor to guard the City 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 City's representative during construction as set forth herein will not be modified or extended without written consent of the City, 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 City 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. CITY'S RIGHT OF INSPECTION:

The City shall appoint or employ such engineers or inspectors as the City 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 City; 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 City, 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 City or Engineer, and for such period of time as it or he shall require. Any such order of the City 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.

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 City and the City's employees 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. 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 City 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 City 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 City or any employer, 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, material men, 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 City 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 City 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 City will retain the sums mentioned above until the Contractor furnishes evidence that satisfactory settlement has been made. Any action taken by the City shall not excuse the Contractor for failure to perform this Contract or bar the City 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 City 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 City 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 City 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 City authorized the work covered by such claims in writing. 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 City. Payments for extra Work will be based on agreed lump sums or on agreed Unit Prices whenever the City 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 the ODOT Subsection 109.04 (b3), 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 City 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 City 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 City of Tulsa for this project in accordance with Article IIB of the Contract. At the direction of the Contractor, the City of Tulsa will withhold retainage in the amount of 5% on materials and supplies to be purchased under the terms of this Contract.

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 City, 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 the City shall pay the estimate in the regular manner in the amount determined as due unless it shall be known by the City that there is good reason under the terms of this Contract for withholding same.

When the Contractor has completed Work constituting more than fifty percent (50%) of the total Contract amount, the retainage will continue at two and one-half percent (2.5%) for the balance of the remaining work; provided, however, that the City or its duly authorized representative has determined that satisfactory progress is being made and upon approval by the Surety.

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 City 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 City 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, in case 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 City the cost of remedying such defect or a sum equal to the damages sustained thereby, as the City 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 City 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 City 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 City and every employee, officer and agent 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 City 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 City nor any employees, officers, or agents 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 City. The Work herein specified to be performed shall not be considered finally accepted until the City has accepted all the Work.

GC-32. RIGHT OF CITY 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 City 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 City may serve written notice upon the Contractor and his Surety of said City'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 City 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 City 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 City for any and all excess cost sustained by the City by reason of such performance and completion. In such event the City may take possession of and utilize in completing the Work, all such materials, equipment, tools, and plants 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 City 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 City.

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 City 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 City 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 City 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 CITY:

Neither acceptance by the City or the Engineer or any employee of either nor any order by City for the payment of money, or the payment thereof, nor any taking of possession by City, nor the granting of any extension of time, shall operate as a waiver of any rights or powers of the City 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 City the cost of remedying such defect, or a sum equal to the damage caused thereby, as City 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 City, to repair or rework any work that fails to function properly due to defective material or workmanship and to indemnify, save harmless and defend the City from any and all suits and actions of every description brought against City 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 repair or rework any work where such failures have occurred, 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 City in any suits and actions, together with such expenses or attorney fees expended or incurred by City in the defense thereof, and Contractor hereby expressly waives any notice that might by law be required to be given to them by City 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 City, or a judgement taken for damages against City. It is expressly agreed that the acceptance of the Work by City 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 City 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 City in care of the Deputy Director of Public Works, or at such other place as may be designated in writing. The delivery to 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 City and its employees, officers, and agents for any just purpose, and other contractors of the City 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 City, 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 City'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 City 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 City, upon acceptance of the Engineer's report, shall give written notice to the Contractor of the City's intention to occupy and use said portions of the Work site. The

City'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 City 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 City 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, except as to any items of mechanical or electrical equipment such as pumps, blowers, process equipment, instrumentation, controls, metering equipment, heating, and ventilating equipment and similar items having movable or operable components, and any of which are thus used by the City. For said equipment, the one-year warranty shall start from the date established in the written notice from the City.
- 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 City shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the Contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment, as set forth in the General Conditions.

SPECIFICATIONS

(Published in the Tulsa World

June 13, 2021)

Ordinance No. 24616

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

BE IT ORDAINED BY THE CITY OF TULSA:

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

"CHAPTER 10. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Section 1000. Adoption of State Standard Specifications.

Section 1001. Additions, Revisions, Deletions and Exceptions.

SECTION 1000. ADOPTION OF STATE STANDARD SPECIFICATIONS.

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

SECTION 1001. ADDITIONS, REVISIONS, DELETIONS AND EXCEPTIONS.

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

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

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

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

101.05.A. Acceptance Date. Delete section.

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

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

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

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

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

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

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

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

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

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

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

101.05.CC. Right-of-Way. Replace definition with “Right-of-Way or ROW shall mean the surface, the airspace above ground, and the area below the surface of any public street, highway, parkway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, stormwater drainage system, easement, park, or similar property in which the City of Tulsa now or hereafter holds a property interest and/or a maintenance responsibility which, consistent with the purposes for which it was granted or dedicated, may be used to install, operate and maintain facilities.”

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

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

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

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

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

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

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

City of Tulsa
Engineering Services Department

2317 S Jackson Ave
Tulsa, OK 74107

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

102.10. Delivery of Proposal. Delete text of section, and replace with the following:

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

Each bid shall be enclosed in a sealed envelope addressed to

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

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

'PROJECT NO. _____,

Pre-qualification Certificate Number _____.'

All addenda to the contract documents shall accompany the bid when submitted.

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

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

102.16. Non-Collusive Bidding Certification.

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

NON-COLLUSION AFFIDAVIT	
STATE OF _____) ss: _____
COUNTY OF _____)
<p>_____, of lawful age, being first duly sworn, says that:</p> <ol style="list-style-type: none"> 1. I am the duly authorized agent of the bidder submitting the competitive bid associated with this sworn statement for the purpose of certifying facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to governmental personnel in return for special consideration in the letting of any contract pursuant to the bid; 2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid; 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party: <ol style="list-style-type: none"> a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract. 4. If awarded the contract, neither the bidder nor anyone subject to the bidder's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, any money or other thing of value, either directly or indirectly, in procuring the contract for which the bid is submitted 	
_____ BIDDER (Company Name)	_____ Signed _____ Title
SUBSCRIBED and SWORN to before me this _____ day of _____, 20____.	
MY COMMISSION EXPIRES: _____ COMMISSION NO.: _____	_____ NOTARY PUBLIC

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

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

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

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

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

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

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

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

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

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

106.01.B. Buy America. Delete Section.

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

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

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

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

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

"The contractor shall certify that it and all of its Subcontractors to be used in the performance of the Contract are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and

includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

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

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

107.14. No Waiver of Legal Rights. Delete section.

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

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

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

108.02. Notice to Proceed and Preconstruction Conference. Delete the first sentence in the second paragraph, and replace with "After the Contractor and Resident Engineer hold a preconstruction conference, the Contractor shall receive a Notice to Proceed before the start of construction."

108.07.B.(1) Extensions for Adverse Weather. After the first sentence in the second paragraph, add "Extensions of Contract Time will not be granted if conditions exist such that the Contractor could work at least 4 hours."

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

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

108.09. Failure to Complete on Time.

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

109.04.B.(3). Equipment.

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

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

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

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

Where

H = Hourly rental rate,
M = Monthly rental rate,
R = City cost index / 100, and
O = Hourly operating cost.

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

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

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

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

109.10.A. Recoverable Costs. Delete section.

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

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

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

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

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

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

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

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

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

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

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

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

230.01. Description. Delete “Bermuda”.

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

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

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

317.04.F. Acceptance.

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

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

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

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

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

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

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

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

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

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

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

411.03.F. Material Transfer Vehicle.

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

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

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

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

411.04.D. Control Strip Requirements.

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

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

411.04.I. Spreading and Finishing.

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

411.04.J.(1). General.

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

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

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

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

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

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

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

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

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

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

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

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

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

414.02. Materials.

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

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

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

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

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

509.06. Basis of Payment.

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

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

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

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

- In the first paragraph, delete the third sentence.
- Delete sections (a), (b) and (c).
- Add the following:

“The percentage of absorption (using test results from OHD L39 shall be less than or equal to 1.0. The depth of penetration (using test results from OHD L 40) shall be greater than or equal to 0.15 inches. If absorption and penetration requirements are not met, reapply penetrating water repellent at no additional cost to the Department until requirements are met.”

516.02.C. Casings.

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

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

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

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

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

All construction shall meet current ADAAG and PROWAG Guidelines.”

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

611.02.A. General.

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

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

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

615. Sanitary Sewer Pipe Conduits. Delete section.

616. Water Pipe and Fittings. Delete section.

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

623.01. Description.

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

623.04. Construction Methods. Add the following subsection:

“623.04 H. Guardrail Impact Attenuators

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

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

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

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

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

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

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

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

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

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

702.01.A. General. In the second paragraph

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

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

702.02. Slag Cement. Delete section.

702.03. Cement Kiln Dust. Delete section.

702.04. Silica Fume. Delete section.

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

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

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

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

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

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

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

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

“732.10 Fence, Other (Like Kind)

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

733. Miscellaneous Materials. Add the following subsection:

“733.1 Tactile Warning Device Material

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

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

Tactile panels shall meet current ADAAG and PROWAG Guidelines.”

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

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

740.01. Materials.

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

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

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

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

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

802. Electrical Conduit. Delete section.

803. Pull Boxes and Ground Boxes. Delete section.

804. Concrete Footings. Delete section.

805. Removal of Traffic Items. Delete section.

806. Poles and Mast Arms. Delete section.

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

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

809. Luminaires. Delete section.

810. Power Supplies. Delete section.

811. Electrical Conductors Highway Lighting. Delete section.

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

813.02.A. Structural Design.

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

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

825. Traffic Signal Controller Assembly. Delete section.

827. Solid-State Flashing Controller. Delete section.

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

830. Pedestrian Push Button. Delete section.

831. Traffic Signal Heads. Delete section.

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

833. Traffic Signal Backplates. Delete section.

834. Electrical Conductors for Traffic Signals. Delete section.

850. Signs. Delete section.

851. Galvanized Steel Sign Posts. Delete section.

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

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

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

880.02.B.(5). Warning Lights. In the first sentence, delete "6F-7OF", and replace with "6F.83".

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


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

Section 3. SEVERABILITY. If any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance, which shall remain in full force and effect, and to this end the provisions of this ordinance are hereby declared to be severable.

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

JUN 02 2021

ADOPTED by the Council: _____
Date


Chair of the Council

OFFICE OF THE MAYOR

Received by the Mayor: _____ at _____
Date Time

G.T. Bynum, Mayor

By: _____
Secretary

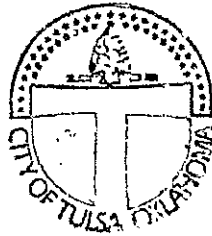
APPROVED by the Mayor of the City of Tulsa, Oklahoma: JUN 09 2020
Date

at _____
Time



Mayor

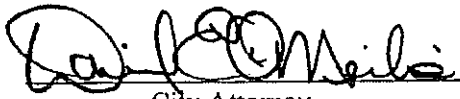
ATTEST:





City Clerk

APPROVED:



City Attorney
OK-JMS

SPECIFICATIONS

- A. Oklahoma Department of Transportation Standard Specifications for Highway Construction, 2019 Edition, shall be used on this project including Section 100-General Provisions, as modified by Ordinance No. 24616
- B. City of Tulsa, Engineering Services Department Construction Specifications – March 2022 are incorporated herein as if fully set forth and are on file, including all revisions posted on internet prior to bid opening, with the Engineering Services Department, Engineering Design Division, 2317 S. Jackson Ave. Tulsa, Oklahoma or access on the internet at:
<http://www.cityoftulsa.org/government/departments/engineering-services/specification-checklists-and-details>

FEDERAL SPECIAL
PROVISIONS

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TULSA, GRANTS ADMINISTRATION
AND
CITY OF TULSA-DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICES
FOR
COMANCHE CHOICE NEIGHBORHOOD

City of Tulsa Division/Department: Department of Public Works Engineering Services

Unique Entity Identifier NG8FKKNYSEV5

Project Name: Commanche Choice Neighborhood

Project Description: Project will provided public facility and infrastructure improvements as part of the Tulsa Housing Authority redevelopment of the Comanche Park apartments and surrounding area.

Period of Performance: July 1, 2023 - June 30, 2024

**Total Amount of Federal Funds
Obligated and Committed to the
Project:** \$440,229.00

**Amount of Federal Funds Obligated
by this Action:** \$440,229.00

Project Number: 2459FR0002

Indirect cost rate: N/A

Research and Development: No

CFDA Number and Name: CFDA 14.218 Community Development Block
Grants/Entitlement Grants

Project Eligible under: 24 CFR 570.208 (a) (1)

Awarding Agency: City of Tulsa

**Federal Award Identification
Number:** B-23-MC-40-0004

Federal Award Date: July 6, 2023

**Total Amount of GRANTEE'S
Federal Award:** \$3,492,940

Date of GRANTEE'S signature:

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called the "MOU"), entered into on the date of the GRANTEE's signature and effective July 1, 2023 by and between the **CITY OF TULSA**, Oklahoma, a municipal corporation, (hereinafter called the "GRANTEE") and The Department of Public Works Engineering Services, (hereinafter called "Engineering Services").

WHEREAS, the Grantee has been awarded and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 ("Act"); and

WHEREAS, the Grantee wishes to engage Engineering Services to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the Parties hereto that;

I. CERTAIN DEFINITIONS

Capitalized terms used in this MOU shall have the meanings specified in the Act and regulations promulgated under the Act, as applicable, unless otherwise defined herein (such meanings to be equally applicable to the singular and plural forms thereof).

II. SCOPE OF SERVICE

A. Activities

Engineering Services shall be responsible for administering a CDBG Program Year 2021 Grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program shall include activities eligible under the grant regulations.

B. Program Delivery

See, Exhibit A attached hereto and incorporated herein by this reference, setting forth the scope or the objective of the project or program.

C. General Administration

See, Exhibit B attached hereto and incorporated herein by this reference, setting forth General Administration information.

D. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low and moderate income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

Engineering Services certifies that the activity(ies) carried out under the MOU will meet the National Objectives set forth in Exhibit A.

E. Performance Expectations and Staffing

Engineering Services shall comply with staff and time commitments and achieve the performance expectations set forth in Exhibit C, which is attached hereto and incorporated herein by this reference.

F. Reporting Program Performance and Monitoring

Engineering Services shall provide a performance report at submission intervals set forth in Exhibit B. The Grantee shall monitor the activities under HUD awards to assure compliance with applicable Federal requirements and performance expectations of Engineering Services as stated in the performance expectations and staffing measures set forth in Exhibit C. Substandard performance as determined by the Grantee shall constitute noncompliance with this MOU. If action to correct such substandard performance is not taken by Engineering Services within a reasonable period of time after being notified by the Grantee, Grantee may initiate MOU suspension or termination procedures.

G. Revision of Budget and Program Plans

1. Engineering Services is required to report deviations from its application project scope or objective, or this written MOU's budget or project scope or objective, and request prior approvals from Grantee in writing for budget and program plan revisions, in accordance with 2 CFR 200.308. The approved budget, as set forth in this MOU, summarizes the financial aspects of the project or program as approved after the award process.
2. In addition, Engineering Services must request prior approvals from Grantee for program or budget-related revisions for one or more of the following reasons:
 - a. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
 - b. Change in a key person specified in the application or the award.

- c. The disengagement from the project for more than two months, or a 25 percent reduction in time devoted to the project, by the approved project director or manager.
- d. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of 2 CFR Part 200.
- e. The transfer of funds budgeted for participant support costs as defined in 2 CFR 200.75 to other categories of expense.
- f. Unless described in the application and funded in this MOU, the subawarding, transferring or contracting out of any work under an award, including fixed amount subawards as described in 2 CFR 200.332. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
- g. Changes in the approved cost-sharing or matching amounts provided by Engineering Services.

III. PERIOD OF PERFORMANCE

The period of performance of Engineering Services shall start on the 1 day of July, 2023 and end on the 30 day of June, 2024 ("Period of Performance"). The term of this MOU shall include this stated Period of Performance and any additional time during which Engineering Services remains in control of program funds or other program assets, including program income, and any additional time during which Engineering Services is required to meet or continue to meet a National Objective or reporting requirements as set forth herein ("Term of MOU").

IV. BUDGET

A line-item budget is set forth in Exhibit D which is attached hereto and incorporated herein by this reference. If Grantee allows indirect costs, those costs charged must be consistent with the conditions of Article IX(D) of this MOU. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and Engineering Services shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and Engineering Services.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this MOU shall not exceed \$440,229.00. Reimbursement for the payment of eligible expenses shall be made against the line-item budget specified in Exhibit D and in accordance with performance expectations. Reimbursement of the payment of general administration expenses shall also be paid against the line-item budget specified in Exhibit D and in accordance with performance expectations.

Payments may be contingent upon certification of Engineering Services's financial management system in accordance with standards specified in 2 CFR 200. In the event Grantee no longer receives funds from the party authorizing the applicable grant program (U.S. Government, HUD or any other governmental subdivision), the Grantee is relieved of all obligations to make payment to Engineering Services under this MOU and Grantee may initiate MOU suspension or termination procedures as set forth in Article VIII H.

VI. NOTICES

Notices required by this MOU shall be submitted in writing via mail (postage prepaid), commercial courier, personal delivery, by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this MOU shall be addressed to the individuals in the capacities indicated below, unless modified by subsequent written notice.

Communication and details concerning this MOU shall be directed to the following contract representatives:

Grantee

Rhys Williams, Grants Manager

Terry Ball, Director

Grantee Name:

Department Name:

City of Tulsa

Deptment of Public Works

Address: 175 E. 2nd Street

Address: Enter: 175 E. Second Street

City, State, Zip: Tulsa, OK, 74103

City, State, Zip: Tulsa, OK 74013

Telephone: 918 596-2604

Telephone: 918-596-9715

E-mail Address:

rhyswilliams@cityoftulsa.org

E-mail Address:

tball@cityoftulsa.org

VII. SPECIAL CONDITIONS

This section left blank intentionally.

VIII. GENERAL CONDITIONS

A. General Compliance

Engineering Services agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Department of Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) Engineering Services does not assume the Grantee's environmental responsibility for initiating the review process under the provisions of 24 CFR 570.604 and (2) Engineering Services does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Engineering Services also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this MOU. Engineering Services further agrees to utilize funds available under this MOU to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this MOU is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Engineering Services shall at all times remain an "independent contractor" with respect to the services to be performed under this MOU. The Grantee shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance, as Engineering Services is an independent contractor.

C. Hold Harmless

Engineering Services shall hold harmless, defend and indemnify the Grantee from any and all claims, damages, costs, attorney's fees and expenses, actions, suits, charges and judgments whatsoever that arise out of Engineering Services' performance or nonperformance of the services or subject matter called for in this MOU. This hold harmless and indemnification provision shall survive termination of this MOU.

D. Workers' Compensation

Engineering Services shall provide workers' compensation insurance coverage for all of its employees involved in the performance of this MOU.

E. Insurance & Bonding

Engineering Services shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

Engineering Services shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

Any publication or other material, including but not limited to, websites, fliers, brochures or temporary construction signage, produced to promote activities or facilities under this MOU shall include the following statement: *This (type of activity/material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by the City of Tulsa.* Engineering Services shall ensure recognition of the role of the Grantee in providing services through this MOU.

G. Amendments

The Grantee or Engineering Services may amend this MOU at any time provided that such amendments make specific reference to this MOU, and are executed in writing, signed by a duly authorized representative of the organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this MOU, nor relieve or release the Grantee or Engineering Services from its obligations under this MOU.

The Grantee may, in its discretion, amend this MOU to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this MOU, such modifications will be incorporated only by written amendment signed by both Grantee and Engineering Services.

H. Termination

In accordance with 2 CFR 200.340, this MOU may be terminated in whole or in part as follows:

1. By the Grantee, if Engineering Services fails to comply with the terms and conditions of this MOU;
2. By the Grantee, to the greatest extent authorized by law, if the award no longer effectuates the Project goals or the priorities of the Treasury under the Act;
3. By the Grantee with the consent of Engineering Services, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
4. By Engineering Services upon sending to the Grantee written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of a partial termination that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the MOU in its entirety.

The Grantee shall provide Engineering Services with a notice of termination in accordance with 2 CFR 200.341. In the event the MOU is terminated or partially terminated, both the Grantee and Engineering Services remain responsible for compliance with the requirements set forth in 2 CFR 200.344 and 2 CFR 200.345.

I. Remedies for Noncompliance

As prescribed in 2 CFR 200.339, if Engineering Services fails to comply with applicable federal laws, regulations, or the terms and conditions of this MOU, the Grantee may impose additional conditions, as described in 2 CFR 200.208. If the Grantee determines that noncompliance cannot be remedied by imposing additional conditions, the Grantee may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold payments pending correction of the deficiency by Engineering Services or more severe enforcement action as determined by the Grantee.
2. Disallow all or part of the cost of the activity of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the MOU.
4. Recommend that a suspension or debarment proceeding as authorized by 2 CFR part 180 be initiated.
5. Withhold further federal awards for the Project.
6. Take other remedies that may be legally available.

J. False Statements or Claims

Engineering Services understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages, and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

K. Debts Owed the Federal Government

Any funds paid to Engineering Services (1) in excess of the amount to which Engineering Services is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of the Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to the Act and have not been repaid by Engineering Services shall constitute a debt to the federal government.

Any debts determined to be owed to the federal government must be paid promptly by Engineering Services. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made, or if Engineering Services knowingly or improperly retains funds that are a debt as defined above. Treasury will take any actions available to it to collect such a debt.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Engineering Services agrees to comply with 2 CFR 200.302(b) and shall adhere to the accounting principles and procedures required therein and maintain necessary source documentation for all costs incurred.

2. Internal Controls

Engineering Services agrees to comply with 2 CFR 200.303 to establish and maintain effective internal control over the Federal award.

3. Cost Principles

Engineering Services shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost Principles for Federal Awards". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

Engineering Services shall, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance 2 CFR 200.336.

1. Records to be Maintained

Engineering Services shall maintain all records specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this MOU. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the program;

- c. Records required for determining the eligibility of certain activities per 24 CFR 570.506(c);
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with program assistance, as applicable;
- e. Records documenting compliance with the fair housing and equal opportunity components of the programs;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Period of Record Retention

Engineering Services shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the MOU for a retention period of four (4) years as required by 24 CFR 570.502(b)(3)(ix) except where 2 CFR 200.334 requires a longer period. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the MOU are reported on for the final time. The retention period for records of program income transactions after the period of performance starts at the end of Engineering Services' fiscal year in which the program income was earned as set forth in 2 CFR 200.334(e). Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited at Article IX(B)(1) and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

Engineering Services shall maintain client data demonstrating client eligibility for services provided including, but not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

Engineering Services understands that client information collected under this MOU is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Engineering Services' responsibilities with respect to services provided under this MOU, is prohibited by applicable State

or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-out

The Grantee will close-out the Federal award when it determines that all applicable administrative actions and all required work of Engineering Services have been completed. Engineering Services shall take the following actions to complete this process:

- a. Submission of a complete list of real or personal property acquired with Federal funds.
- b. Submission of all financial, performance, and other reports as required.
- c. Submission of final requests for reimbursement.
- d. Liquidation of all obligations incurred under the Federal award (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Grantee).
- e. Assign custodianship of records.
- f. All other actions required by the nature of the activity.

Engineering Services shall remit at the end of the Term of MOU to Grantee all assets on hand with a value in the aggregate greater than \$5,000 purchased with CDBG funds or program income, any program income on hand, real property acquired with CDBG funds unless, expressly, and in writing, Grantee allows Engineering Services to retain such assets. Program income received after the close-out of the grant must be remitted to Grantee within 30 days of receipt. Notwithstanding the foregoing, the provisions of this MOU shall remain in effect during any period that Engineering Services has control over program funds, including program income.

6. Audits & Inspections

All Engineering Services records with respect to any matters covered by this MOU shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Effective July 1, 2015, any Engineering Services that expends \$750,000 or more in Federal awards during Engineering Services' fiscal year hereby agrees to have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200.501.

Engineering Services shall submit one copy of the Reporting Package as outlined in 2 CFR 200.512(c) or one copy of the organization's annual audit in its entirety to the City of Tulsa Grants Administration ("Grants Administration") the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Submissions may be in the form of either a hard copy or an electronic copy. If any findings are reported in the organization's audit, Engineering Services shall submit a copy of the summary schedule and corrective action plan as outlined in 2 CFR 200.511 to the Grantee at the same time the response is transmitted to the auditors. All required corrective actions must be taken within six months of receipt of the audit report. Failure of Engineering Services to comply with the above audit requirements will constitute a violation of this MOU and may result in the withholding of future payments.

C. Program Income

Engineering Services shall report MONTHLY all program income (as defined in 24 CFR 570.500(a) and 2 CFR 200.80) generated by activities carried out with program funds made available under this MOU. The use of program income by Engineering Services shall comply with the requirements set forth at 24 CFR 570.504 (CDBG) and 2 CFR 200.307. By way of further limitations, Engineering Services may use such income during the Period of Performance for activities permitted under this MOU and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Period of Performance consistent with the conditions of Article IX (B)(5) above unless the Grantee provides written authorization for Engineering Services to retain such income.

Engineering Services who carry out specific activities which, in turn, generate payments for use in carrying out the same activities may create a separate fund or a revolving loan fund. Each revolving loan fund's cash balance must be held in an interest-bearing account, and any interest paid on CDBG funds held in this account shall be considered interest earned on grant advances. Interest paid by borrowers of CDBG-funded loans made from a revolving loan fund is considered program income and subject to the CDBG program income requirements. All program income in the form of repayments to or interest earned on a revolving fund shall be substantially disbursed from the fund before additional cash withdrawals from the award are made for the same activity.

D. Indirect Costs

If indirect costs are charged, Engineering Services will develop an indirect cost allocation plan for determining the appropriate Engineering Services' share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

E. Payment Procedures

1. The Grantee will pay to Engineering Services' funds available under this MOU Article V, based upon information submitted by Engineering Services and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by Engineering Services and not to exceed actual cash requirements. If applicable, payments will be adjusted by the Grantee due to program income balances available in Engineering Services' accounts. The Grantee reserves the right to adjust reimbursement amounts to exclude ineligible expenses. Also, the Grantee reserves the right to liquidate funds available under this MOU for costs incurred by the Grantee on behalf of Engineering Services.

2. Engineering Services shall follow Grantee payment procedures. Payment of costs hereunder must be submitted by completion of a Request for Funds form provided by Grantee after MOU execution. Requests for Funds will be reviewed by Grants Administration and approved for payment if backup documentation is determined to be complete and eligible; the purpose for the request is reasonable, necessary and allocable; and Engineering Services is making reasonable progress in completing performance expectations. Engineering Services shall instruct personnel assisting with the activities in this MOU to maintain timesheets for all work performed under this MOU. Upon expiration of the Period of Performance as set forth in Article III herein Engineering Services shall have fifteen (15) calendar days in which to reconcile and close the project books and submit to Grants Administration any remaining unpaid claims for eligible expenses incurred within the Period of Performance. Claims not submitted within this period will not be honored. Upon termination of this MOU for any reason, all funds received by Engineering Services pursuant to this MOU and its amendments and all funds, fees, and other property, real and personal, which have arisen or shall arise out of, or constitute proceeds of loans, investments and expenditures of such funds, collectively, shall become the property of Grantee.

3. In order to obtain reimbursement, Engineering Services shall obtain prior written approval from the Grantee for program-related training or travel outside the metropolitan area.

F. Questioned Costs

If Engineering Services requests reimbursement and receives payment from the grant that are subsequently questioned and disallowed by a finding during the monitoring process, Grants Administration shall require Engineering Services to repay the disallowed cost or submit an installment plan for approval within thirty (30) days of receipt of the notice of disallowance. If Engineering Services does not agree to repay the disallowed costs in a lump sum payment by the date specified, or begin and continue repayment under an installment plan approved by Grants Administration, appropriate action, such as suspension of any current or future contract payments, termination of MOU(s), referral to City legal for further actions, or any other appropriate actions necessary, will be taken to recover the disallowed costs. For purposes herein, the term "finding" refers to a deficiency

in program performance based on a statutory, regulatory or MOU requirement for which sanctions or other corrective actions are authorized.

G. Procurement

1. Engineering Services shall use its own written procurement procedures, approved by Grantee, which conform to applicable State and local laws and regulations, as well as applicable Federal law and the standards identified in 2 CFR Part 200, "Procurement Standards".
2. Engineering Services shall comply with current Grantee policy concerning the purchase of equipment with grant funds, including but not limited to, obtaining Grantee approval prior to purchase and maintaining inventory records of all non-expendable personal property. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon expiration of the Term of MOU unless otherwise authorized in writing by Grantee.

H. Assignment and Subcontracts

1. **Assignability**

Engineering Services shall not assign or transfer any interest in this MOU without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to Engineering Services from the Grantee under this MOU may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. **Subcontracts**

a. **Approvals**

Engineering Services shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such MOU.

b. **Monitoring**

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

c. **Content**

Engineering Services shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this MOU.

d. Selection Process

Engineering Services shall undertake to ensure that all subcontracts let in the performance of this MOU shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

I. Hatch Act

Engineering Services agrees that no funds provided, nor personnel employed under the MOU, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title 5 of the United States Code.

J. Conflict of Interest

Engineering Services agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

1. Engineering Services shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - a. No employee, officer or agent of Engineering Services shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - b. No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or MOU with respect to the HUD-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, Engineering Services, or any designated public agency.

K. Copyright

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

L. Religious Activities

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

X. LAND AND ASSETS

A. Relocation, Real Property Acquisition and One-for-One Housing Replacement

Engineering Services agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Engineering Services shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a program-assisted project. Engineering Services also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

B. Use and Reversion of Assets

The use and disposition of real property and equipment under this MOU shall be in compliance with the requirements of 2 CFR 200.311 for real property and 2 CFR 200.313 for equipment and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to, the following:

1. Engineering Services shall transfer to the Grantee any program funds on hand and any accounts receivable attributable to the use of funds under this MOU at the time of expiration, cancellation, or termination, unless, expressly, and in writing, Grantee allows Engineering Services to retain such assets.

2. Real Property under Engineering Services' control that was acquired or improved, in whole or in part, with funds under this MOU in excess of \$25,000 shall be used to meet one of the program's National Objectives pursuant to 24 CFR 570.208 until five (5) years after the Period of Performance or such longer period of time as the Grantee deems appropriate. If Engineering Services fails to use

program-assisted real property in a manner that meets a program National Objective for the prescribed period of time, Engineering Services shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-program funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. Engineering Services may retain real property acquired or improved under this MOU after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under the MOU is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this MOU were used to acquire the equipment). Equipment not needed by Engineering Services for activities under this MOU shall be (a) transferred to the Grantee for the program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-program funds used to acquire the equipment.

C. Land Covenants

This MOU is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this MOU, Engineering Services shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Engineering Services, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XI. CROSS-CUTTING FEDERAL REQUIREMENTS

Engineering Services shall comply and cause each of its own subcontractors to comply with all of the cross-cutting federal requirements listed in this Article XI. Engineering Services shall cause all of the provisions in this Article to be included in and made a part of any subcontract or purchase order, specifically or by reference, so that such provisions will also be binding upon each of its own Engineering Services or subcontractors.

A. Civil Rights

1. **Compliance**

Engineering Services agree to comply with all local and state civil rights laws and ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Acts of 1968 as amended, Section 104(b) and Section 109 of

Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. Section 504

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

B. Affirmative Action

1. Affirmative Action Program

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

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

Engineering Services must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible as required by 2 CFR 200.321.

3. Notification

Engineering Services shall send to each labor union or representative of workers with which it has a collective bargaining MOU or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Engineering Services' commitments under Section

202 of Executive Order No. 11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Engineering Services shall include the equal opportunity clause found at 41 CFR § 60-1.4(b) in all of its contracts or subcontracts for construction work funded in whole or in part with federal grant funds.

Engineering Services will, in all solicitations or advertisements for employees placed by or on behalf of Engineering Services, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

Engineering Services is prohibited from using its personnel or funds provided herein for political activities; inherently religious activities; lobbying (2 CFR 200.450); political patronage; or nepotism activities.

2. Drug-Free Workplace

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

D. Lobbying

Engineering Services hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative MOU, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative MOU.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative MOU, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Engineering Services shall require that the language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative MOUs) and that all Engineering Services shall also certify and disclose accordingly;

4. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. Access to Records

Engineering Services shall furnish and cause each of its own Engineering Services or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein as required by 2 CFR 200.336-200.337.

Additionally, notwithstanding 2 CFR 200.337, Engineering Services shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

F. Buy Back America Again

Engineering Services must comply with the requirements of Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City of Tulsa's infrastructure projects. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

XII. PHYSICAL PROJECT REQUIREMENTS

Engineering Services shall comply and cause each of its own subcontractors to comply with all of the appropriate cross-cutting federal requirements listed in this Article XII that apply to projects involving the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction or infrastructure. Engineering Services shall cause each of the applicable provisions in this Article to be included in and made a part of any subcontract or

purchase order, specifically or by reference, so that such provisions will also be binding upon each of its subcontractors.

A. Labor Standards

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

Engineering Services agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this MOU, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Engineering Services of its obligation, if any, to require payment of the higher wage. Engineering Services shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

B. "Section 3" Clause

1. **Compliance**

Engineering Services shall comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this MOU, shall be a condition of the Federal financial assistance provided under this MOU and binding upon the Grantee, Engineering Services and any of the subcontractors. Failure to fulfill these requirements shall subject the Grantee, Engineering Services, and any of Engineering Services' subcontractors, their successors and assigns, to those sanctions specified by the MOU through which Federal assistance is provided. Engineering Services certifies and agrees that no

contractual or other disability exists that would prevent compliance with these requirements.

Engineering Services further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this MOU:

"The work to be performed under this MOU is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 *et seq.*). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Engineering Services further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HUD-funded project is located; where feasible, priority should be given to low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction or other public construction project to business concerns that provide economic opportunities for low income and very low income persons residing within the metropolitan area in which the HUD-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low income and very low income residents within the service area or the neighborhood in which the project is located, and to low income and very low income participants in other HUD programs.

Engineering Services certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

2. Notification

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

3. Subcontracts

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

C. Environmental Conditions

1. Air and Water

Engineering Services agrees to comply with the following requirements insofar as they apply to the performance of this MOU:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management

Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

3. Lead-Based Paint

Engineering Services agrees that any construction or rehabilitation of residential structures with assistance provided- ed under this MOU shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under

seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

4. Historic Preservation

Engineering Services agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this MOU.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XIII. SEVERABILITY

If any provision of this MOU is held invalid, the remainder of the MOU shall not be affected thereby, and all other parts of this MOU shall nevertheless be in full force and effect.

XIV. SECTION HEADING AND SUBHEADINGS

The section headings and subheadings contained in this MOU are included for convenience only and shall not limit or otherwise affect the terms of this MOU.

XV. WAIVER

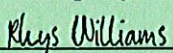
The Grantee's failure to act with respect to a breach by Engineering Services does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVI. MERGER

This MOU constitutes the entire MOU between the Grantee and Engineering Services for the use of funds received under this MOU and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and Engineering Services with respect to the MOU.

SIGNATURES – EXECUTION OF MOU

Grants Administration

DocuSigned by:

By: Rhys Williams


Grants Manager

Title: Grants Manager

11/15/2023

Date

Department of Public Works

DocuSigned by:

By: Terry Ball

Director

Title: Director

11/16/2023

Date

**EXHIBIT A
PROGRAM DELIVERY**

**CITY OF TULSA DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICE
COMANCHE CHOICE NEIGHBORHOOD**

- I. Engineering Services shall administer a CDBG Project No. **2459FR0002** entitled "**Comanche Choice Neighborhood**" within the corporate limits of the City of Tulsa in a satisfactory and proper manner, in compliance with state and local laws, and federal regulations, and in accordance with the terms and conditions as set forth herein.
- II. Engineering Services shall procure a contract to complete public facility and infrastructure improvements associate wit the Tulsa Housing Authority Choice Neighborhood redevelopment of the Comanche Park Apartments located at 3608 N Quaker Ave, Tulsa, OK 74106 (hereinafter, referred to as the "Project"). CDBG funding towards the project shall not exceed the City of Tulsa approved appropriated amount for the Project.
- III. Engineering Services shall administer this program and provide services as necessary to operate it during the Period of Performance outlined in this Agreement. Program services will be delivered at a cost not to exceed the total amount outlined in the Agreement Budget (Exhibit D) which shall benefit principally low- and moderate-income (LMI) persons per guidelines approved by the Department of Housing and Urban Development.
- IV. In accordance with Engineering Services's application, these improvements will meet the Low Mod Area Benefit National Objective. **Under this category 51 percent of the beneficiaries have to be low to moderate income persons as evidenced by Engineering Services's boundaries of the service area, census data denoting income characteristics of households, and zoning maps showing that the area is primarily residential.**
- IV. No Project funds will be advanced, and no costs can be incurred until the Grantee has conducted an environmental review of the proposed Project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the Project. Notwithstanding any provision of this contract, the parties hereto agree and acknowledge that this contract does not constitute a commitment of funds or site approval and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Tulsa of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part §58. Further, Engineering Services will not undertake or commit any funds for any of the following actions, including demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.
- V. Engineering Services shall comply with the City of Tulsa's procurement policies which conform to applicable State and local laws and regulations, as well as applicable Federal law and the standards identified in 2 CFR Part 200, "Procurement Standards".
 1. **PHASE I- DESIGN**
Engineering Services shall provide designs and drawings of the Playground. The designs, drawings, and specifications shall be submitted to Grants Administration (GA) and the City's Development Services Division before any activity or construction starts.

**EXHIBIT A
PROGRAM DELIVERY**

**CITY OF TULSA DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICE
COMANCHE CHOICE NEIGHBORHOOD**

Engineering Services shall submit to GA the Notice to Proceed issued by the Development Services Division.

2. **PHASE II- BID SPECIFICATIONS**

Engineering Services shall cause or require to be inserted in full, in all contracts with contractors or subcontractors relating to this Project, all language required as listed in this MOU, Paragraphs XI. and XII. Engineering Services shall provide GA with the bid specifications and accompanying contract for approval prior to publication for bid.

3. **PHASE III- CONSTRUCTION**

Engineering Services is responsible for contracting the work to be performed in accordance with the plans, drawings and specifications. It shall be the responsibility of Engineering Services to ensure that upon completion of the work the Project shall contain appropriate handicapped accessible accommodations which meet all federal, state or local laws, regulations and orders.

VI. All work on the Project shall conform to building codes and ordinances required by the City of Tulsa. Engineering Services shall be responsible for obtaining all applicable licenses and permits. Implementation of the Project shall be carried out in compliance with the Federal Labor Standards provisions of the U.S. Department of Housing and Urban Development (HUD) attached hereto as "Attachment No. 1" and made as much a part hereof as if fully written herein.

A. **WAGE RATES**

Davis-Bacon Act (DBA) wage determinations (WDs) shall be retrieved from SAM.gov and each wage decision verified as current. All laborers and mechanics employed or working upon the work sites will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor). The full amount of wages and bona fide fringe benefits due at time of payment shall be computed at rates not less than those contained in the wage determination of the Secretary of Labor. **A copy of signed, original weekly payrolls for all contractors performing work on the structure will be provided to GA within seven (7) days after the end of the payroll week**

B. **BIDDING PROCEDURES AND OPENING**

Engineering Services shall hold a preconstruction conference with the principal contractor and all available subcontractors prior to the start of construction and shall notify GA of the meeting time and date at least three (3) business days in prior to the meeting. A representative from the Department of City Experience Office of Resiliency and Equity must attend the conference and GA must receive the **original copy** of the prepared preconstruction conference minutes.

C. **PRECONSTRUCTION CONFERENCES**

Engineering Services shall hold a preconstruction conference with the principal

**EXHIBIT A
PROGRAM DELIVERY**

**CITY OF TULSA DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICE
COMANCHE CHOICE NEIGHBORHOOD**

contractor and all available subcontractors prior to the start of construction. Engineering Services will notify GA of the date and meeting time of the conference at least three (3) days prior to commencement. GA must retain the original copy of the prepared preconstruction conference minutes and a copy shall be submitted to GA.

D. HEALTH AND SAFETY

Laborers or mechanics shall not be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and safety as determined by construction safety and health standards promulgated by the Secretary of Labor.

E. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Employees and applicants for employment must not be discriminated against because of their race, religion, color, sex, national origin, age, or handicapped status. A good faith effort must be made to utilize female/minority-owned businesses in all City contracts.

- VII. The successful bidder and contractor of each section of this Project shall comply with the requirements of equal employment opportunity, labor standards, wage rate requirements (if applicable), Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), Lobbying and the utilization of minority and female business enterprises. The successful bidder must not be excluded from working on contracts utilizing federal funds.

- VIII. An initial property inspection shall be conducted by GA prior to any commencement of work and when project is substantially complete.

During the construction, Engineering Services shall be responsible for preparing inspection reports and photographing work. Engineering Services shall notify GA in writing prior to the final acceptance of the work.

**EXHIBIT B
GENERAL ADMINISTRATION**

**CITY OF TULSA DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICE
COMANCHE CHOICE NEIGHBORHOOD**

- I. The City of Tulsa Department of Public shall furnish prior to the commencement of construction (unless otherwise indicated) the following data or information to Grants Administration (GA):
 - A. Monthly status reports shall include the following information or documentation as it becomes available:
 - 1. Work Write-up
 - 2. Approved Architectural Drawings/Engineering Plans
 - 3. Lead Base Paint Testing (if applicable)
 - 4. Construction Permits
 - 5. Bid Specifications
 - 6. Tear sheets advertising Bids
 - 7. Date and location of Pre-Bid Conference
 - 8. Date of Bid Opening
 - 9. Date and location of Preconstruction Conference
 - 10. Preconstruction Conference Minutes
 - 11. Fully executed Construction Contract
 - 12. Notice to Proceed Notification
 - 13. Start Date for Construction
 - 14. Date and photograph of the Davis-Bacon poster with applicable wage decisions posted at the job site
 - B. Upon the start date of construction, Subrecipient shall also include in the Monthly inspection report pictures and other information pertinent to the construction work activities, including but not limited to:
 - 1. List of infrastructure improvements undertaken
 - 2. Walkthrough and Punch List
 - 3. Final Inspection
 - C. Reports must include the percentage of the project completed to date and estimated revised completion date if delayed.
- II. Subrecipient shall date and initial all records. Subrecipient shall maintain and make available for monitoring by GA, all records required by the Federal regulations specified in 24 CFR 570.506. Records shall include but not be limited to:
 - A. Documentation of data in the above Sections I through II.
 - B. The following records will demonstrate compliance under the Low Mod Area Benefit national objective category:
 - 1. Boundaries of service area
 - 2. Percentage of LMI persons that reside in the service area
 - 3. The data used for determining percentage of LMI persons
 - C. Procurement documentation, including:
 - 1. Invitation to bid
 - 2. Affidavit of publication from the newspaper that the procurement was

**EXHIBIT B
GENERAL ADMINISTRATION**

**CITY OF TULSA DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICE
COMANCHE CHOICE NEIGHBORHOOD**

published in the legal notices section of the newspaper.

3. MBE/WBE Outreach efforts
4. A copy of the complete bid package including the following:
 - i. Plans and specifications
 - ii. General provisions for all contracts under federal awards (2CFR 200 Appendix II) and special conditions
 - iii. Copy of Wage Decision
 - iv. Federal Labor Standards Provisions
 - v. Section 3 Requirements
 - vi. Equal Opportunity submissions
 - vii. Bid bond requirements including performance and payment bond requirements
 - viii. Eligibility verification (SAM Entity Overview) and other submission requirements
 - ix. Information on pre-bid conference and whether mandatory
 - x. Lobbying Certificate requirement
 - xi. Bid opening date
 - xii. Bid closing date
 - xiii. Copies of all certification forms outlined in Exhibit A
5. Information and notes of the pre-bid conference, including list of firms/individuals who picked up bid packages, questions received from bidders with agency response, and amendments to bidding documents (if any).
6. Record the bid opening, including bids received, list of firms/individuals who filed bids, bid amount, responsive, and non-responsive bidders.
7. Staff notes on responsive bidders' reference checks, copies of non-collusive affidavits, and staff memo recommending selection and contract award and the official action awarding contracts.

D. Copy of contracts awarded and documentation including the following:

1. HUD debarment and suspension clearance form on selected contractors. (System for Award Management (SAMs) entity overview(s) with the date visible prior to the date of contract(s)).
2. Pre-Construction Progress reports
3. Notice to Proceed
4. Start date of construction
5. Construction Inspection reports
6. Punch lists
7. Change orders (if applicable)
8. Copies of weekly certified payroll requests
9. Contractor payment requests and documentation necessary to support actual expenditures
10. Contractors/Subcontractors' final lien releases (if applicable)
11. Documentation of final inspections
12. Receipt of final payment forms

**EXHIBIT B
GENERAL ADMINISTRATION**

**CITY OF TULSA DEPARTMENT OF PUBLIC WORKS ENGINEERING SERVICE
COMANCHE CHOICE NEIGHBORHOOD**

- V. Subrecipient shall furnish GA with the following information for submission to HUD at the end of the grant year (July 1 through June 20th). This information will be due on or before **July 15 for each program year funds are expended.**
- A. A completed HUD form 2516 report detailing all the required information about the contractor and subcontractors used in the Project throughout the grant year until Project is completed.
 - B. Completed Section 3 reports detailing all the required information for the Project throughout the grant year until Project is completed. This documentation shall include copies of notices or advertisements verifying the actions taken to comply with the employment and training requirements of Section 3 and the results of actions taken and impediments encountered in meeting those requirements. Subrecipient and its contractors or subcontractors shall maintain records of job vacancies and demonstrate efforts taken towards the achievement of the Section 3 goals.
 - C. A report documenting all leveraged funds for this project received or used throughout the term of the grant program year from all other outside sources until Project is completed. This information shall be submitted to GA on or before July 15th and shall report the sources of leveraged funds under the following categories: 1) Other Federal, 2) State/Local, 3) Private Funds, and 4) Other Funds. The dollar amount of funds must be specific to, and used in support, of this project.
 - D. At project completion, an expense/completion time analysis, comparing pre-construction projections to actual project costs – including the contingency allowance (if any) and actual completion time of the project as compared to the original construction timeline.

EXHIBIT C
CITY OF TULSA DEPARTMENT OF PUBLIC WORKS - ENGINEERING SERVICES
COMANCHE CHOICE NEIGHBORHOOD
ACTIVITIES, TIME OF PERFORMANCE, PAYMENT,
GOALS AND STAFFING

Grant:	CDBG
Grant Year:	PY 23
Project Number:	2459FR0002
Term:	July 1, 2023 - June 30, 2024
Budget:	\$440,229.00
Project Description	Project will provided public facility and infrastructure improvements as part of the Tulsa Housing Authority redevelopment of the Comanche Park apartments and surrounding area.
Project location(s):	3608 N Quaker Ave, Tulsa, OK 74106
National Objective:	Area Benefit
Area:	Census Tracts: 29,27,30, and 88
Performance Measure:	1 - Public Facilities and Improvements
Short-Term Goals:	See approved CDBG application
Long-Term Goal:	See approved CDBG application
Staffing:	See approved CDBG application
Timeline:	See approved CDBG application

Attachment 1
Federal Labor Standards

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3 Housing and Community Development Employer Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please Provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (*Not a PO Box*) _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

<input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis*	Income limit \$47,750
<input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)	
<input type="checkbox"/> Worker's residence is within the service area or neighborhood of the project	

*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

Section 3 Worker Self-Certification-Housing and Community Development	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736C OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The in-formation will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, any United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) _____ Apt# _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

To qualify as a Section 3 Worker, you must meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

<ul style="list-style-type: none">• Income for the previous calendar year is below the income limit*• A participant in a means-tested program such as public housing or Section 8-assisted housing• A YouthBuild Participant*	Income limit \$47,750
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*Currently or at the time of hire if hired within the past 5 years. Income limits can be found at <https://www.huduser.org/portal/datasets/il.html>

☐ I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement you meet to be considered a Targeted Section 3 worker in the box below. If you select "Living within the service area or neighborhood of the project," that selection will have to be confirmed by your employer. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

<p>___ Living within the service area or neighborhood of the project (requires employer confirmation)*</p> <p>___ YouthBuild participant*</p>

*Currently or at the time of hire if hired within the past 5 years

☐ In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

Section 3 Utilization Tracker: Business Labor Hours

U.S. Department of Housing and Urban Development
Office of Field Policy and Management

OMB 2501-0040
Expiration 04-30-2025 HUD
Form 4737

Public reporting for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

FORM A: Business Labor Hours Tracking

Tracking of labor hours occurs throughout the project and is reported no later than the conclusion of the work for the identified business. This form is completed in conjunction with Form B for Section 3 Workers and Section 3 Targeted Workers labor hours. An alternative to this use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

EXAMPLE	Business Name	Non-Section 3 Business	Section 3 Business (must be verified by recipient/subrecipient before contract is executed)	Total number of Section 3 worker or Section 3 business labor hours worked	Total targeted Section 3 worker labor hours. (Of the total Section 3 worker labor hours reported list total labor hours from Targeted Section 3 workers)	Total number of labor hours worked from non-Section 3 and Section 3 workers/Section 3 businesses	Section 3 Benchmark non-Section 3 businesses calculate column E divided by column G
A. Construction (HCD programs) or Capital Expenses (PHAs) (Enter labor hours for all construction contracts or subcontracts in the project. Note Section 3 requirements do not apply to material supply contracts.)						All Section 3 businesses report total in column E	All Section 3 business shall record 100% of total labor hours
	Optimus General Contractor	x		50	25	500	10.0%
	123 Excavation	x		19		40	47.5%
	XYZ Concrete		x	120	20	120	100.0%
	76 Framers		x	80		80	100.0%
B. Construction subtotal (Add all amounts in column E to display a subtotal for column E; Add all amounts in column G to display subtotal of all labor hours in column G)				269		740	36.4%
C. Professional Services/Recipients Professional Service/recipients Section 3 worker labor hours are only added to the total in column E (Optional reporting, but is encouraged if it is Section 3 Business or Section 3 worker)							
	Vision Land Surveying		x	10			100.0%
	1+2 Engineering	x					
	Accrued Accountants	x		20			100.0%
	City of Entitlement CDBG	x					
	Helpful NGO Subrecipients LLC	x		10			100.0%
D. Professional Services/Recipient Subtotal (Add all professional service/recipient hours reported in column E to display a subtotal for column E. This subtotal amount is added to the cumulative hours total in column E)				40			
E. Cumulative Project Labor Hours				309		740	41.8%
F. Benchmark met.							

**Section 3
Utilization
Tracker: Section 3
Labor Hours**

U.S. Department of Housing and
Urban Development
Office of Field Policy and
Management

Expiration 04-30-2025

OMB 2501-0040
HUD
Form 4737A

Public reporting for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

FORM B: Section 3 Labor Hours Tracking

(Reporting for each Section 3 worker can occur throughout the project and as directed by the HUD recipient for the identified business(es). An alternative to this use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

Name of Business contracted on (Name of Project)	Identification of Section 3 Worker	Identification of Targeted Section 3 Worker	Date of hire or first reporting period	Total labor hours worked on a project per Section 3 Worker (Tracking of hours can be completed in a separate wage reporting system)
EXAMPLE				
	List or identify all Section 3 Workers for each contracted business. Documentation of a Section 3 Worker is completed outside of this form.	Indicate, by marking with an "X" if the worker has been identified as a Targeted Section 3 Worker. Documentation of a Targeted Section 3 Worker is completed outside of this form.	Enter either the date of hire or the date of the first reporting period after hire for each worker.	Enter number of hours worked by the individual employee over the duration of project.
Business Name	Section 3 Worker Name			
Gradeline Construction	N/A	N/A	N/A	0
Cumulative Project Labor Hours				0

HUD Funding Tracker for Section 3

U.S. Department of Housing and
Urban Development
Office of Field Policy and
Management

OMB 2501-0040

Expiration Date: 04-30-2025

HUD Form 4737D

Public reporting for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

Name of HUD Program	Funded Amount
Community Development Block Grant (CDBG)	\$
HOME Investment Partnership Grant	\$
Emergency Shelter Grant (ESG)	\$
Housing Opportunities for Persons with Disabilities	\$
Disaster Recovery Grant	\$
Section 202/811	\$
Housing Trust Fund	\$
Self Help Ownership Program (SHOP)	\$
Continuum of Care	\$
Healthy Homes*	\$
Lead Abatement Grant*	\$
Other HUD funded programs (enter name)	\$
Public Housing Funding	\$
PH Operations Funds	\$
PH Capital Funds	\$
PH Moving to Work Funds	\$
External Funds (non-HUD)	\$
Total Funded Amount	\$

SPECIAL
PROVISIONS

SPECIAL PROVISION
SUPPLEMENTAL CONTRACT REQUIREMENTS
PROJECT NO. TD-23-0001, TMUA-W 24-06, ES-2023-18
COMANCHE PARK COICE NEIGHBORHOOD PHASE NO. 1

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

SPECIAL PROVISIONS
INSURANCE REQUIREMENTS

In reference to Ordinance No. 24616 Adoption of State Specification for Highway Construction, Section 107.12 shall be modified as follows:

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

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

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

The CONTRACTOR shall provide proof of such coverage:

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

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

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

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

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

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

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

SPECIAL PROVISIONS GENERAL

1. Work Days: All work to be completed within **60 calendar days** for the Base Bid.
2. 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 prior written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection or work already done, or of equipment, or in the case of an emergency.
3. Traffic Control: All work shall be done in cooperation with the City to establish, install, maintain and operate complete, adequate and safe traffic control during the entire construction period. Barricades, signs, lights, flags and all other traffic control devices shall meet the requirements and specifications of the Standard Drawings entitled "Typical Applications of Traffic Control Devices" and shall be approved by the Traffic Engineer of the City of Tulsa. Two-way traffic shall be maintained at all times, unless otherwise approved by the Engineer. All contractors shall contact the City of Tulsa Traffic Engineering Section before removing or replacing traffic devices, detector loops and street signs. A traffic plan must be submitted for any temporary street closure at least 2 working days prior to planned closing.
4. Contractor shall provide an acceptable 10' straightedge for this Project. All transverse joints shall be straight edged and approved by the Engineer. Surface elevations will meet ODOT 401.04 and all other contract requirements.
5. The Engineer may do quality assurance testing in addition to that performed by the Contractor. The Engineer or a testing laboratory designated by the Engineer will do any testing for quality assurance. The City will pay all costs of quality assurance.
6. Full depth sawing of patches is required. This area to be removed shall be marked by the Contractor under the direction of the Engineer. The Contractor will provide personnel and equipment for marking of the patches as directed by the Engineer. Cost of full depth sawing shall be included in bid item for patching areas.
7. Areas to be patched shall be delineated in a straight-line geometric pattern. When completed, the patch shall be level and provide a smooth riding surface. Portland Cement Concrete patches will be protected from all traffic for a minimum period of 24 hours before removal of protective devices. No open excavations will be left overnight.
8. All asphalt patch work will require that asphalt rollers and an asphalt laydown machine be available for use on the job as directed by the Engineer.

9. Contractor will be required to employ the use of an Automatic Grade Referencing System. The equipment shall be capable of accurately and automatically establishing grades along each edge of the machine by referencing the existing pavement by means of a ski or joint matching shoe, or from an independent grade control. Minimum length of ski shall be 40'.
10. Prior to application of tack coat, the street shall be blown clean with compressed air to the satisfaction of the Engineer.
11. The tack coat must be uniformly distributed and adequately cured prior to beginning the overlay.
12. Contractor shall be responsible for cleanup and/or removal of any excessive over spray of any tack coat material to the satisfaction of the Engineer.
13. Debris from routing of cracks and cold milling shall be swept and vacuumed from the street to the satisfaction of the Engineer.
14. Contractor will be responsible for preparation and distribution of a written notice to residents within 48 hours of beginning milling and overlay operations. Costs associated with this requirement will be included in other items of work.
15. Contractor shall provide a continuous work effort towards total completion of the work in an area prior to moving to a different location.
16. No masonry structures shall be used in street right of way. Either precast or cast-in-place structures shall be used.
17. No lifting holes will be allowed in any reinforced concrete pipes or reinforced concrete boxes.
18. No fly ash is allowed to be used on this project.
19. 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.
20. **Driveways.** Access to properties and businesses adjacent to the right of way must be provided and maintained at all times unless otherwise directed/approved by the Engineer. The Contractor will contact the business or property owner at least 5 days in advance of any driveway closure. Driveways and patches in front of driveways, which are removed, shall not be left unusable overnight. If concrete cannot be placed the same day as removal, the Contractor shall furnish screening or other suitable aggregate material to maintain temporary access until concrete

can be placed. The cost of placing and removing the material for temporary access shall be included in the pay item for Concrete Driveway (High Early Strength). **Failure to leave any driveway usable will subject the Contractor to a \$1000.00 per day fine for each and every calendar day that the driveway remains non-useable.** The only exception for a driveway to be non-useable is to allow for curing time for concrete. Cure time will not exceed 48 hours.

21. Driveways in excess of 18-feet in width shall be constructed in half-sections and access shall be maintained at all times.
22. Contractor shall prepare and present a schedule and plan for lane and driveway closures throughout the project. The Contractor shall include in the plan, driveway signage for local business access. Payment for signs will be included under the pay item "**Signage for Local Business Access**" and will be paid for by the square foot. Coordination with the City of Tulsa and local business operators shall be required before a driveway schedule and plan is approved.
23. Contractor shall coordinate with the City of Tulsa and local business operators to identify opportunities to perform weekend or "after business hours" construction on driveways to minimize impacts to the area.
24. Local and through traffic shall be maintained at all times through the project unless otherwise permitted by the Engineer. All public and private streets shall be accessible at all times. All detours, horizontal traffic movements, etc. are directly related to the sequence of work; therefore, the Contractor shall proceed with his construction operation in conformity with the details shown on the plans and as required by this special provision.
26. Traffic must be handled appropriately through the entire project during construction and it shall be the responsibility of the Contractor to provide for the safety and comfort of the traveling public at all times. The Contractor shall be required to give the traveling public at least **48 hours** advance notice of any lane and/or street closures.
27. The Contractor may propose/recommend modifications to the sequence of work for consideration by the Engineer. Any major recommended modification by the contractor shall include any changes to the various pay items, impact to traffic, and effect of overall project in time and cost, etc. The Contractor shall not proceed with any construction operations based on a revised phase/sequence until the Contractor obtains written approval from the Engineer.

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

SPECIAL PROVISIONS
TIME FOR COMPLETION

1. The work shall commence within ten days from and after the date of a written work order from the City. The Contractor agrees that the work shall be prosecuted regularly, diligently and uninterruptedly at a uniform rate of progress so as to ensure completion within the number of days after the day on which the work order is issued. If the Contractor shall fail to complete all work within the time specified, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for Breach of Contract, the Sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** for each and every calendar day for failure to complete all work within the time specified. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. It is expressly understood and agreed that the said time for completion of the work described herein is a reasonable time for the completion of same.
2. If the Contractor shall fail to complete reconstruction of a segment of roadway within **thirty (30)** days of beginning the reconstruction operation, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** for each and every calendar day of failure to complete the work after the specified time. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. This time constraint applies only to roadways to be reconstructed and includes all subsidiary work items required to complete the reconstruction. Subsidiary items not required to complete the reconstruction are not subject to this time constraint.
3. If the Contractor shall fail to complete overlaying of any separately milled segment of roadway within **twenty (20)** days of beginning the milling operation, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** for each and every calendar day of failure to complete the work after the specified time. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. The City will authorize when milling is to be done based on weather conditions. This time constraint applies only to segments to be milled and includes all subsidiary work items required to complete the overlay. Subsidiary items not required to complete the overlay are not subject to this time constraint.
4. The Contractor shall commence work within 24 hours of traffic control devices being established at the project location. If the Contractor shall fail to commence work within 24 hours of traffic control devices being established at the project

location, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars (\$1,000.00)** per lane for each day of failure to commence work after the specified time set forth. The amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage the City would in such event sustain.

5. **Within 14 days** after Bid Opening and prior to Award of Bid the successful Contractor will be required to furnish the Engineer with a progress schedule, in a format approved by the Engineer, setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations, which will satisfy the Engineer that the work will be completed within the period stated in the Proposal. Monthly progress meetings will be conducted to maintain coordination between all project entities.
6. The Contractor will be required to provide a full-time, onsite English speaking superintendent for this Project for direct contact with City and coordination of subcontractors. A working foreman is not acceptable as a project superintendent. The superintendent shall be required to be present at the work site whenever the Contractor or subcontractors are performing work. The superintendent shall be a representative of the Contractor with the authority to make decision. If the Contractor shall fail to provide a non-working superintendent on a day when work is being performed, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day of failure to provide a non-working superintendent at the work site. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain.
7. It is further agreed that time is of the essence of each and every portion of this Contract and the specifications wherein a definite and certain time is fixed for the performance of any act whatsoever; and where under the contract an allowance of additional time for completion of any work is made, the new time fixed by such extension shall be of the essence of this Contract.
8. Should the Contractor be delayed in the final completion of the work by any act or neglect of the City of Tulsa, or of any employees of either, or by strikes, injunctions, fire or other cause or causes outside of and beyond the control of the Contractor and which, in the opinion of the Engineer, could have been neither anticipated or avoided, then an extension of time sufficient to compensate for the delay as determined by the Engineer, shall be granted by the City, provided however, that the Contractor shall give the City and the Engineer notice in writing of the cause of the delay in each case on the Extension of Time Request Form enclosed in these documents, and agrees that any such claim shall be fully

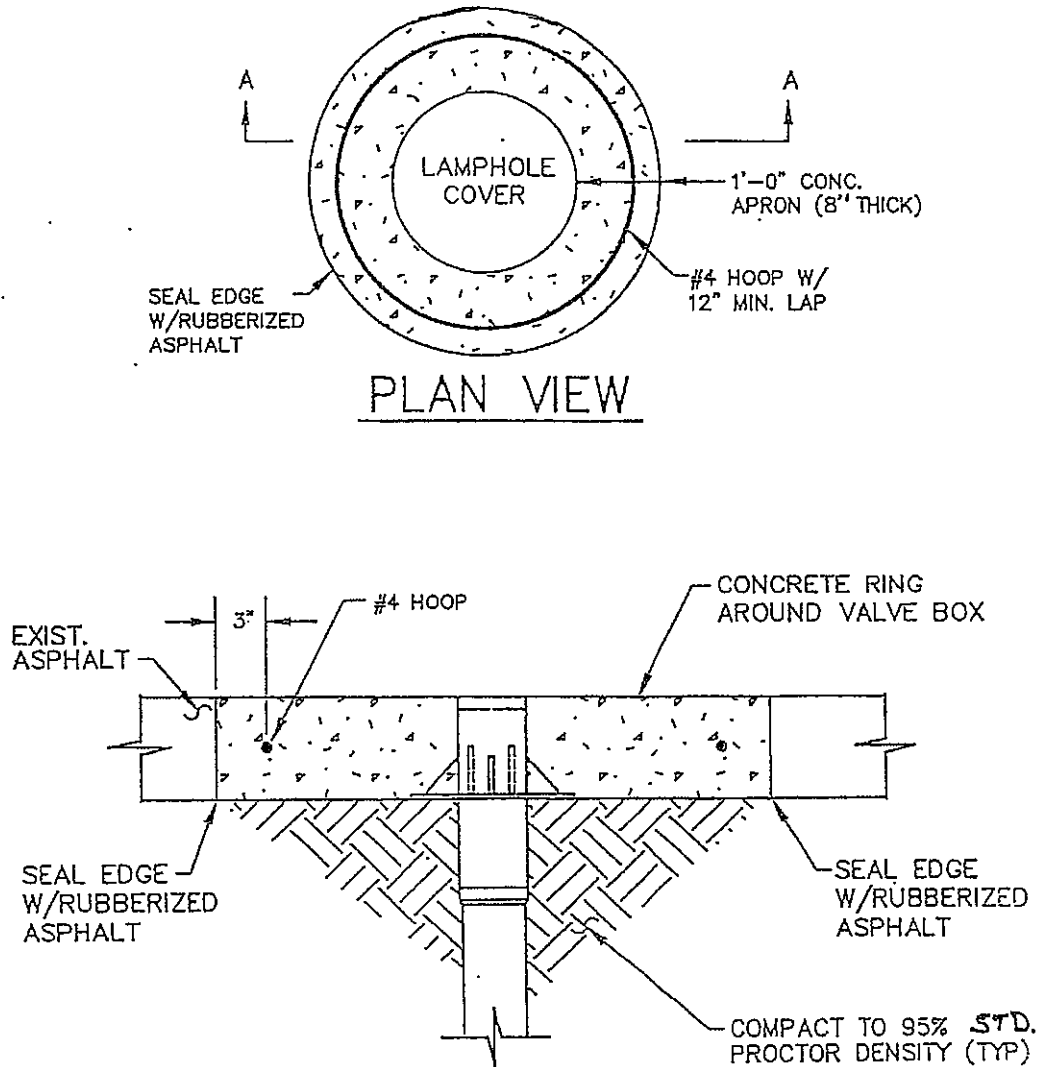
compensated for by an extension of time to complete performance of the work included herein.

9. The Contractor shall submit the Extension of Time Request Form with each partial payment application. Failure to submit the Extension of Time Request with a partial payment application shall constitute a complete waiver of any claim for time extension for the period covered by the partial payment.
10. Extension of time may be granted for delays caused by unsuitable weather. Extension of time will not be granted for delays caused by ground condition, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed. Any extension of time by the City shall not release the Contractor and surety herein from the payment of liquidated damages for a period of time not included in the original contract or the time extension as herein provided.
11. Failure to complete project within specified time, as set forth in the Contract, may be grounds for disqualification for future consideration for contracts with the City of Tulsa.
12. Final Acceptance of the Project will be in strict accordance with ODOT Specification 105.17– Project Completion and Acceptance and ODOT Specification 104.10– Final Cleaning Up and defined as “The date on which the Request for Action (RFA) for final payment has been signed by the Mayor of the City of Tulsa.”
13. Contract Evaluation forms will be compiled by City staff upon completion of this Project to provide a record of the Contractor’s performance for use in subsequent projects.

SPECIAL PROVISIONS
FOR ADJUSTMENT OF ROADWAY UTILITIES

1. Contractor is to remove the rings and covers of manholes and water valves and the frames and grates of single grate drop inlets and double grate drop inlets. If these items are to be reused, the Contractor is to mark, store and protect these materials for later placement in the exact orientation existing at the beginning of the Project. After removal of these obstructions, the Contractor shall place over each hole 5/8" thick steel plate cut to the proper size as directed by the Engineer. After placement of steel plate, the hole shall be filled with compacted asphalt to the established street grade. It shall be the Contractor's responsibility to make the necessary measurements to ensure that all utilities can be easily located after overlay. After the overlay the Contractor shall raise the utilities to the new grade.
2. Manholes and inlet basins shall be raised or lowered as required by using a solid, continuous layer of bricks and mortar. The upper portion of manhole or basin shall be removed as required for correct raising or lowering adjustment. If existing basin or manhole walls are concrete, the Contractor may dowel apron into wall in lieu of removing the upper portion of wall. Dowels shall be #4, at 1' – 0" O.C. grade 60 steel.
3. All existing I-beams on double or triple grate frames shall be re-established under grates.
4. Where basins or manholes are covered for construction or other purposes, curbs shall be marked with green paint.
5. Silicone construction joint material per Public Works Standards shall be used where concrete aprons meet existing or new concrete pavement. Bituminous construction joint material per Public Works Standards shall be used where concrete aprons meet existing or new asphalt pavement.
6. The Contractor shall place a minimum ½" thick flexible gasket bitumastic sealant material in two concentric rings, along the inside and outside edge of the top of the manhole prior to reinstalling the frame. The gasket shall be E-Z STIK Butyl Rubber Sealant, PRO-STIK Performed Joint Sealant or equal. The material shall be able to withstand hydrogen sulfide and other corrosive gasses. After the frame has been set, a normal ½ coat of trowelable bitumastic joint sealant shall be applied to the entire outside circumference of the manhole. The sealant shall be applied from the top of the lower flange down a minimum of 6" below the frame connection. It shall then be wrapped with a 6 mil plastic to protect against damage from backfill. The trowelable material shall be Joint Mastic Sewer Joint Compound or equal. The cost of the material and labor associated with installing it shall be included in the price bid for manholes, adjust to grade.

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SECTION A

LAMPHOLES IN ASPHALT
ADJUST TO GRADE

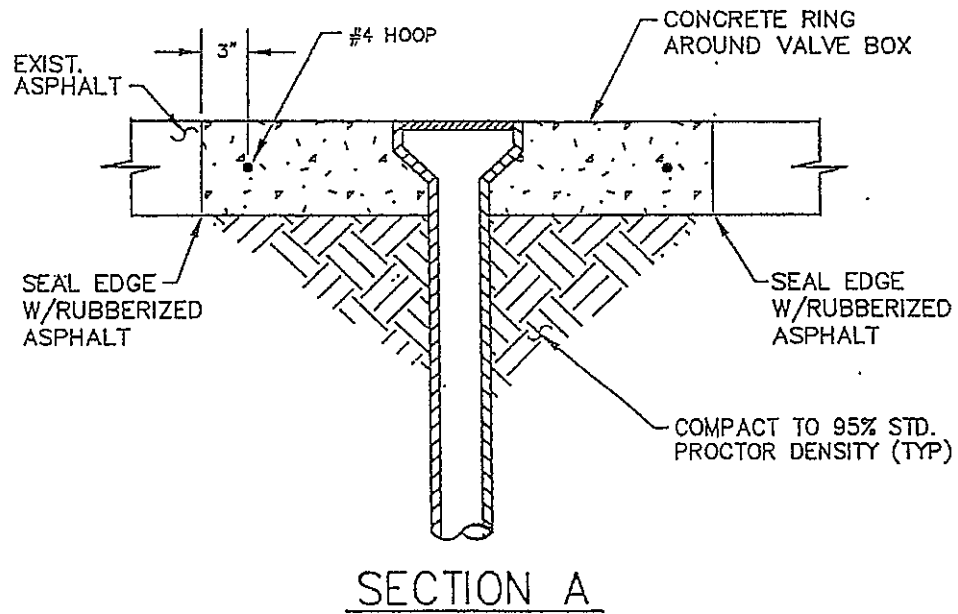
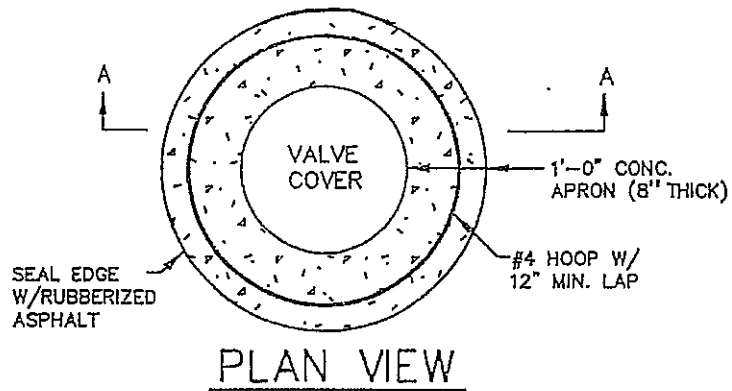
N.T.S.

ARU-2

8/30/05

ARU-2

03/31/22



WATER VALVES TO GRADE
IN ASPHALT STREET

N.T.S.

3/30/05

ARU-3

ARU-3

SPECIAL PROVISIONS
FOR COLD WEATHER CONCRETE CURING

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

SPECIAL PROVISIONS
FOR COLD WEATHER CONCRETE PLACEMENT

1. When early traffic placement on a repair is required, the following guidelines are provided as a minimum to assure required strength during cold weather. The Contractor is responsible for the protection and quality of concrete placed during all weather conditions. If circumstances occur which preclude following these guidelines, lower early strength may result in delays in opening areas to traffic as desired.
2. Ice, snow, and frost must be removed from the cut prior to placement of concrete. Concrete should not be placed on frozen subgrade. Removal of frozen subgrade will be paid as unclassified excavation.
3. Fresh concrete temperatures shall be a minimum of 50°F and a maximum of 90°F at time of placement. Hot mix water and preheated aggregate may be necessary to accomplish the minimum temperature during extremely cold weather. The minimum ambient temperature at time of placement should be at least 30°F.
4. Insulated blankets should be placed immediately when average daily temperatures are below 50°F or when minimum ambient temperatures are anticipated below 40°F during the curing period and left in place until opening to traffic. Insulated blankets shall be MA KA closed cell insulated blankets or approved equal. The insulated blankets shall have a minimum R-value of 2. Cost of insulated blankets shall be included in the price bid for the concrete where they are used.
5. Strict compliance with mix design slumps must be achieved to reach early strengths. "Drying out" of excessive slump mixes will not be allowed to reduce the slump.
6. All cold weather practices also apply to cementitious backfill material, except that blankets will not be required.

SPECIAL PROVISIONS
FOR SPECIAL SPECIFICATION
OF HANDICAP RAMP

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

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

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

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

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

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

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

HANDICAP RAMP

EA.

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

SPECIAL PROVISIONS
FOR SPECIAL SPECIFICATION
OF HIGH EARLY STRENGTH CONCRETE

DESCRIPTION

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

MATERIALS

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

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

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

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

CONSTRUCTION METHODS

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

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TESTING

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

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

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

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

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

SPECIAL PROVISIONS
OWNER ALLOWANCE

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

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

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

SPECIAL PROVISIONS
FOR PATCHING OF CONCRETE AND ASPHALT STREETS

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

Patching

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

Testing of

Materials: The frequency of testing shall be as follows:

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

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

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

Weather

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

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

Asphalt

Materials: All asphaltic concrete used for this Project shall meet the specifications of ODOT Section 708. Under the paragraph, "Course Aggregates", the

following sentence shall be added: When tested for soundness, the number of cycles shall be five (5), the solution shall be Na₂ SO, the maximum loss shall be 10%.

Type I Patch

Subgrade

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

Type A Aggregate

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

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

Type I Patch in PCC

Pavement: When the patch is made in PCC, the pavement shall be cut with a concrete saw full depth before removal of existing pavement. The area to be patched shall be delineated in a straight-line geometric pattern. Placement of the subgrade stabilization material shall be in accordance with the paragraph; "Type I Patch Subgrade Replacement". After

placement of the subgrade stabilization, the pavement shall be replaced with Class A High Early Strength concrete containing 4 to 6 percent air entrainment. The concrete shall have a maximum 3" slump. The concrete shall be placed in accordance with the detail in the drawings titled "Type I PCC Patch". The new concrete shall have a flat finish and match the grade of the adjacent pavement.

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

**Type I Patch
in Asphalt
Pavement:**

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

**Type I
Patch in APC**

Pavements: Patching of PCC pavements with an asphalt overlay shall be performed as follows: Placement of the asphalt portion of the patch shall be in accordance with the paragraph "Type I Patch in Asphalt Pavements". Placement of the PCC portion of the patch shall be in accordance with the paragraph "Type I Patch in PCC Pavements". Placement of the subgrade stabilization material shall be in accordance with the paragraph "Type I Patch Subgrade Replacement". After placement of the subgrade stabilization material, the pavement shall be replaced in accordance with

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the detail in the drawings titled "Type I APC Patch". Payment will be made separately for each of the three materials: Type "S4" AC, H.E.S. PCC and Aggregate Base. Initial sawing, pavement removal and sealing costs shall be included in the bid items for patching as listed above. Additional sawing required to go from a Type "III" to a Type "I" patch shall be included in the bid items for H.E.S. PCC.

Type II Patch
In APC

Pavement: The asphalt overlay shall be removed prior to sawing through the PCC Pavement to determine if only the asphalt needs to be patched. Sawing of The asphalt is required, but should not penetrate the PCC pavement. If the PCC pavement needs to be replaced, a Type "I" APC patch shall be made.

Payment will be made for Type "S4" or Type "S5" AC only. If only the asphalt is removed, initial sawing, pavement removal, and sealing costs shall be included in the bid items for asphalt concrete.

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

These Special Provisions amend and where in conflict, supersede applicable sections of ODOT's 2019 Standard Specifications for Highway Construction, English and Metric. Units of measurement are provided in the subsections in both English and Metric equivalents. The units for this provision will be those English equivalents.

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

430.01. DESCRIPTION.

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

430.03. EQUIPMENT AND PERSONNEL.

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

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

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

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

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

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

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

430.04. CONSTRUCTION.

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

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

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

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

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

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

b) Evaluation.

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

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

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

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

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

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

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

SPECIAL PROVISIONS
FOR PAVING OPERATIONS

1. If the width of a street is such that it exceeds the paver's ability to pave one-half the street width another paver will be required and shall be operated so as to lay asphalt on at least one-half of the street width at a time.
2. The longitudinal joint shall run parallel to the approximate center of the street. Transverse joints shall be kept to a minimum. If it becomes necessary to stop the paving operation short of the end of the job then the two transverse joints shall be no farther apart than 6'.
3. If for any reason the Contractor is unable to pave one-half the width of the street with one paver, paving operations shall cease.
4. A paving plan, indicating sequence of paving passes, pass widths, pass thickness, and requested temporary street closures, will be submitted prior to paving.
5. Once paving begins the Contractor should have sufficient trucks available to deliver asphalt materials in a continuous operation.
6. Adequate transitions to side streets and driveways must be provided. In general, paving shall extend to the returns of all side streets. Special consideration should be given to preventing ponding in side street intersections.
7. The contractor shall provide butt joints as directed by the Engineer. Wherever the planned overlay of an existing street meets existing pavement, or at the end of a paving run, butt joints shall be provided to a depth matching the planned overlay thickness. The transition shall extend a minimum of 10 feet longitudinally from the joint to provide a smooth riding surface. Butt joints will not be paid for directly but the cost shall be included in the cost of the paving operations where they are used.
8. Contractor shall not drive empty or loaded trucks or equipment across newly paved areas for the construction period.
9. A leveling or "wedge" course may be required to establish the required cross-slope for the finished overlay. This item of work will be paid for separately under the bid item designated as Asphalt Concrete Type "S5" in tons.

SPECIAL PROVISIONS
PERMANENT TRAFFIC SIGNS

PART 608 - TRAFFIC SIGNS

608.1 GENERAL

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

608.2 MATERIALS

608.2.1 General

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

608.2.2 Sheet Aluminum

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

608.2.3 Reflective Sheeting

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

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

All sheeting shall have a Class I adhesive backing.

608.2.4 Overlay

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

608.2.5 Mounting Hardware

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

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

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

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

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

608.2.6 Posts

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

608.3 CONSTRUCTION METHODS

608.3.1 General

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

608.4 METHOD OF MEASUREMENT

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

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

608.5 BASIS OF PAYMENT

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

608.5.2 SIGNS

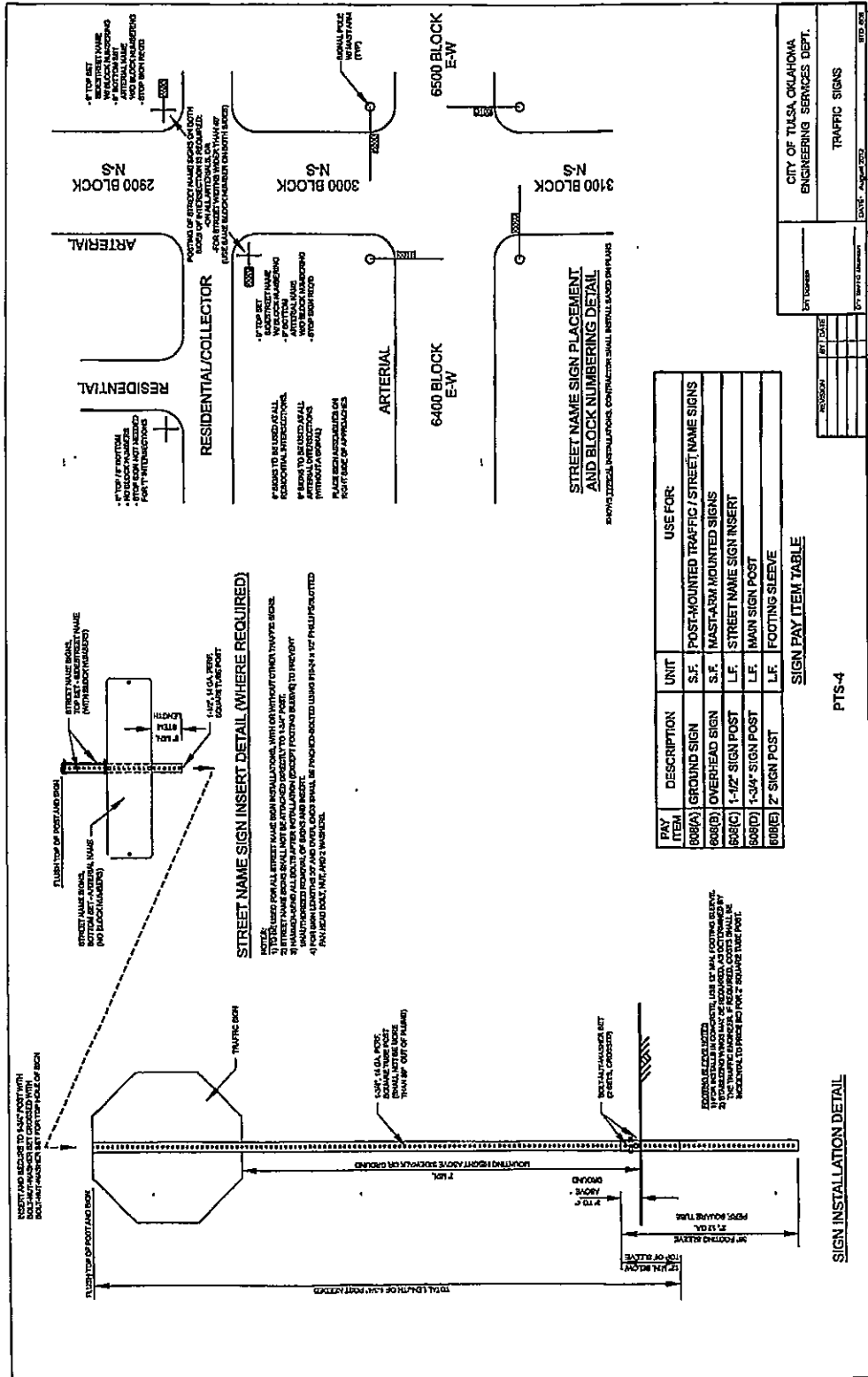
GROUND SIGN SF
OVERHEAD SIGN SF

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

608.5.3 POSTS

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

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



PTS-4

SIGN INSTALLATION DETAIL

PAY ITEM	DESCRIPTION	UNIT	USE FOR:
608(A)	GROUND SIGN	S.F.	POST-MOUNTED TRAFFIC / STREET NAME SIGNS
608(B)	OVERHEAD SIGN	S.F.	MAST-ARM MOUNTED SIGNS
608(C)	1-1/2" SIGN POST	L.F.	STREET NAME SIGN INSERT
608(D)	1-3/4" SIGN POST	L.F.	MAIN SIGN POST
608(E)	2" SIGN POST	L.F.	FOOTING SLEEVE

SIGN PAY ITEM TABLE

CITY OF TULSA, OKLAHOMA ENGINEERING SERVICES DEPT.	
DATE: August 2022	BY: [Signature]
TRAFFIC SIGNS	

SPECIAL PROVISIONS
REMOVAL OF CASTINGS

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

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

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

SPECIAL PROVISIONS
TACTILE MARKERS TRUNCATED DOMES

DESCRIPTION. This work shall consist of installing Truncated Domes.

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

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

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

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

TRUNCATED DOMES

SQUARE FOOT

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

SPECIAL PROVISIONS
FOR SPECIAL SPECIFICATION
OF TYPE I MONUMENT PAYMENTS

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

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

SPECIAL PROVISIONS

URBAN RIGHT OF WAY RESTORATION

DESCRIPTION:

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

CONSTRUCTION REQUIREMENTS:

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

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

IRRIGATION SYSTEMS

DESCRIPTION:

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

CONSTRUCTION REQUIREMENT:

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

STREET ADDRESS AT CURB

DESCRIPTION:

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

CONSTRUCTION REQUIREMENTS:

The Street Address to be painted shall conform to city specifications as to size and form, and the

quality of paint to be used, as determined by the City of Tulsa Public Works Department.

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

MAILBOX REMOVAL AND RELOCATION

DESCRIPTION:

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

CONSTRUCTION REQUIREMENTS:

The removal, resetting and/or reconstruction of mail boxes in street right of way shall be coordinated with the local postmaster as required. Mailboxes shall be located no closer than 1' behind the face of curb to face of box.

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

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

DRAINS

DESCRIPTION:

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

CONSTRUCTION REQUIREMENTS:

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

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

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

TRAFFIC SIGNS

DESCRIPTION:

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

CONSTRUCTION REQUIREMENTS:

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

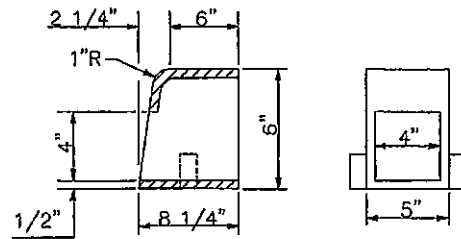
METHOD OF MEASUREMENT:

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

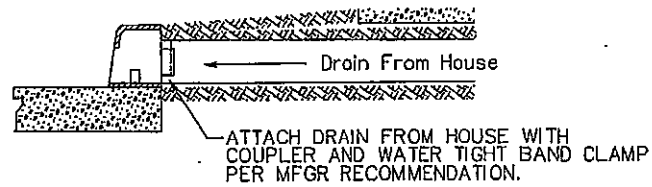
PAYMENT:

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

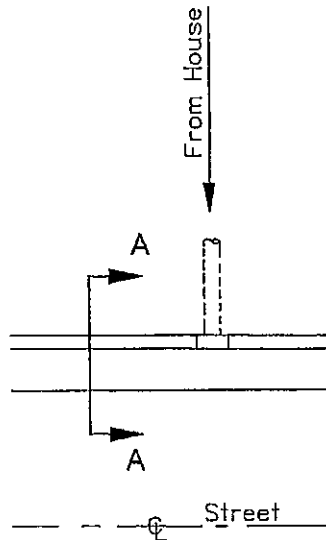
Special (C) Urban Right-Of-Way RestorationEACH



STORM WATER CURB OPENING



SECTION A-A

RESIDENTIAL CURB INLET

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

RESIDENTIAL STORM WATER
CURB OPENINGCITY OF TULSA, OKLAHOMA
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES DIVISION

DRAWN BY: J.A.B.

APPROVED

CHECKED BY:

DATE: OCT. 2011

NOT TO SCALE

STANDARD NO. 758

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.

