5/3/2024

REQUEST FOR PROPOSAL 24-327

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on the** ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Was:

EVENT	DATE
RFP Issue Date	04/02/2024
Pre-Proposal Virtual Conference MANDATORY during at least one Pre-Proposal Conference	04/15/2024 3:00 PM CDT 04/18/2024 9:00 AM CDT
Deadline for Questions *Submit to assigned buyer via email.*	04/22/2024 *10 Days prior to RFP due date*
Proposal Due Date *Mail or deliver to City Clerk address. Proposals are open the day after the due date.*	05/15/2024

Changed to:

EVENT	DATE
RFP Issue Date	04/02/2024
Pre-Proposal Virtual Conference MANDATORY during at least one Pre-Proposal Conference	04/15/2024 3:00 PM CDT 04/18/2024 9:00 AM CDT 05/08/2024 1:00 PM CDT
Deadline for Questions *Submit to assigned buyer via email.*	05/13/2024 *10 Days prior to RFP due date*
Proposal Due Date *Mail or deliver to City Clerk address. Proposals are open the day after the due date.*	05/22/2024

Was:

EVENT	DATE
RFP Issue Date	04/02/2024
Pre-Proposal Conference 1	04/15/2024 3:00 PM CDT
Pre-Proposal Conference 2	04/18/2024 9:00 AM CDT
Deadline for Questions	05/06/2024
PROPOSAL DUE DATE	05/15/2024
Begin proposal evaluations	05/17/2024
Interviews with Respondents (as needed)	05/28/2024
Negotiations with apparent successful Respondent begin (anticipated)	06/20/2024
Execute contract (anticipated)	07/10/2024
Begin service delivery (anticipated)	To be determined by artist(s)

Changed to:

EVENT	DATE
RFP Issue Date	04/02/2024
Pre-Proposal Conference 1	04/15/2024 3:00 PM CDT
Pre-Proposal Conference 2	04/18/2024 9:00 AM CDT
Pre-Proposal Conference 3	05/08/2024 1:00 PM CDT
Deadline for Questions	05/13/2024
PROPOSAL DUE DATE	05/22/2024
Begin proposal evaluations	05/24/2024
Interviews with Respondents (as needed)	05/28/2024
Negotiations with apparent successful Respondent begin (anticipated)	06/20/2024
Execute contract (anticipated)	07/10/2024
Begin service delivery (anticipated)	To be determined by artist(s)

4/8/2024

REQUEST FOR PROPOSAL 24-327

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on the** ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

ADDITION:

ATTACHMENT F – Geotechnical Engineering Report
Pages 21 – 44

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Request for Proposal

24-327

Professional Services for: Route 66 Roadside Attraction

Department: Department of City Experience

NIGP Commodity Code(s): 912-31, 961-04, 962-07

RFP Schedule

EVENT	DATE
RFP Issue Date	04/02/2024
Pre-Proposal Virtual Conference MANDATORY during at least one Pre-Proposal Conference	04/15/2024 3:00 PM CDT 04/18/2024 9:00 AM CDT 05/08/2024 1:00 PM CDT
Deadline for Questions *Submit to assigned buyer via email.*	05/13/2024 *10 Days prior to RFP due date*
Proposal Due Date *Mail or deliver to City Clerk address. Proposals are open the day after the due date.*	05/22/2024

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

Angie Tune, Senior Buyer | atune@cityoftulsa.org

All questions should be emailed with the **RFP 24-327** *number in the subject line.*

Submit proposals (sealed) to:

Office of the City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103

CITY OF Tulsa
A New Kind of Energy

I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting proposals to secure professional services for the design and installation of a Route 66 Roadside Attraction placemaking piece of artwork at 815 South Riverside Drive, Tulsa, OK 74127.

This RFP's intent is to allow artists ample space for thoughtful, detailed conceptual design, constrained only by the Scope of Work and a 21-foot height limit. Twenty-one feet is the height of 11th Street's Buck Atom statue and is considered a comparable peer in scale and style. Materials may range widely. Because this piece is envisioned as a placemaking initiative, Proposers will strongly consider audience engagement and interactive elements.

The original artwork will be appropriate for outdoor installation, capable of withstanding all weather conditions, as well as interactions (climbing, etc.) expected with a Roadside Attraction. Though graffiti is inevitable for artwork in an urban environment, Proposers should anticipate and mitigate this defacement via graffiti-resistant materials whenever possible. Submissions should also consider ease of maintenance for City of Tulsa crews. Proposals should not include water or mechanized elements for this reason. However, non-mechanized movement is considered interactive and appropriate for this project's theme and intent. Illumination is also encouraged to ensure the visibility of the work.

Artists are expected to work with an engineer upon award of this project to ensure the feasibility of final design, supported by the total award amount of $250,000. Though conceptual, designs should demonstrate a strong understanding of feasibility, identify potential barriers, and include a proposed construction timeline. Nonetheless, artists are not expected to complete engineering, geotechnical, or surveying work as part of their proposals. Instead, following selection, the chosen artist will finalize design with an engineer to ensure appropriate wind and weight loads. The City of Tulsa will support these costs of engineering consultation, as well as foundation design and construction, from the overall project budget.

We enthusiastically look forward to receiving Your proposal.

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II. BACKGROUND:

Located near downtown, at the convergence of Route 66 and the Arkansas River, Tulsa's pride as the Capital of Route 66 is embedded in this site. The city's Mother Road homage is enshrined in the adjacent Cyrus Avery Plaza, dedicated in 2008 to portray how Route 66 galvanized growth in Tulsa and complemented the city's ascendency as the Oil Capital of the World. This area features over 4 million dollars in capital investments, including the plaza, a pedestrian bridge with a neon Route 66 sign, flags for each state the road traverses, and a large bronze statue of a Model T car crossing paths with a horse-drawn buggy. Created by noted Western artist Robert Summers, this sculpture depicts Cyrus Avery's family at a juncture of new and old, showing how evolving travel modes would expand economic and personal mobility alike. This plaza is a frequently visited attraction for Route 66 enthusiasts, in tandem with a nearby neon sign park featuring replica mid-century signage from former Tulsa auto motels.

Today, the site is also the centerpiece of an internationally recognized bike race, Tulsa Tough. Every June, professional cyclists summit the legendarily steep Cry Baby Hill, engulfed by crowds of enthusiastic spectators, often in triple-digit heat. Beloved by locals, the race is also widely-considered a favorite among competitive cyclists due to Tulsa's embrace of this event.

Cycling celebration at Cry Baby Hill

In September 2024, the section of the Arkansas River next to this site will open to the public as a recreational lake. Known as Zink Lake, this body of water will be a marquee attraction – even featuring a 1,000-foot whitewater flume for skilled kayakers. Zink Lake is part of Tulsa's River Parks system and will be integrated with 26 miles of recreational trails, a new pedestrian bridge, and The Gathering Place, a 66.5-acre public park voted USA Today's Best City Park in 2021. Accessible via this trail system, The Gathering Place is located only 2 miles south of Cyrus Avery Plaza. River Parks also hosts many of Tulsa's most notable events, including Tulsa Tough, the Route 66 Marathon, the Tulsa Run, Oktoberfest, and an annual 4th of July fireworks celebration.

The Roadside Attraction will complement a planned development on this site, selected concurrently through a parallel Request for Proposals (RFP) process. While the development may include the entire large hillside and parking area between Cyrus Avery Plaza and Lawton Avenue shown on the location map (Attachment A), the Roadside Attraction site will remain distinct, buffered, and independent of the development. Acquired by the City in 2004, this property was long imagined as a Route 66 interpretative center. After extensive consideration of that vision's financial sustainability, as well as the emergence of interactive technologies, the City is now proposing a curated, largely digital Route 66 storytelling experience. An additional, corresponding RFP will select a team that creates interactive augmented reality installations at this site and along the entire Route 66 corridor.

This Roadside Attraction is one piece of a comprehensive reimagining of the site that includes a commercial development, an all-outdoor digital museum, and new landscaping connecting the hillside to the waterfront and plaza.

CITY OF TULSA

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III. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

Two Pre-Proposal Conferences will be held. Attendance is mandatory to at least one Pre-Proposal Conference by an artist or a designee.

Microsoft Teams meeting invites will be emailed 04/12/2024 and 04/15/2024.

Please request an invitation or accommodation by contracting the Project Buyer, Angie Tune, atune@cityoftulsa.org

EVENT	DATE
RFP Issue Date	04/02/2024
Pre-Proposal Conference 1	04/15/2024 3:00 PM CDT
Pre-Proposal Conference 2	04/18/2024 9:00 AM CDT
Pre-Proposal Conference 3	05/08/2024 1:00 PM CDT
Deadline for Questions	05/13/2024
PROPOSAL DUE DATE	05/22/2024
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Negotiations with apparent successful Respondent begin (anticipated)	06/20/2024
Execute contract (anticipated)	07/10/2024
Begin service delivery (anticipated)	To be determined by artist(s)

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SCOPE OF WORK:

The preferred site (815 South Riverside Drive, Tulsa, OK 74127) for the Roadside Attraction will be near an existing landscaped island at the entrance to an existing parking lot west of Lawton Avenue, near the top of the hill shown in Topography Map (Attachment B). This site is also informed by locations of utilities and easements as indicated in a boundary survey (Attachment C) prepared February 22, 2024. The preferred site is approximately 1,000 square feet. Other locations on or around the approximately two-acre property encompassing the site may also be considered; however, the goal is to emphasize visibility of the Roadside Attraction from surrounding roads, including Riverside Drive and Route 66.

The Roadside Attraction is envisioned as an engaging, lasting, and humorous piece of art, perched atop a site with significant local lore. This artwork will greet visitors to Cyrus Avery Plaza and Cry Baby Hill, while also creating a new placemaking feature near the River Parks system. The aim is to create an iconic Tulsa and Route 66 destination, joining our region's constellation of roadside attractions, including The Golden Driller, The Blue Whale of Catoosa, The Red Fork Oil Depot, downtown's Center of The Universe, and the Buck Atom statue on 11th Street. This site is an opportunity to honor Tulsa's Route 66 history, celebrate Cry Baby Hill, and shape the city's future.

Buck Atom's Cosmic Curios on 66

Respondents should strongly consider the site's location at the nexus of Route 66 and Cry Baby Hill. As envisioned, this artwork will echo the familiar form of kitsch regional roadside attractions yet focus on contemporary fanfare at Cry Baby Hill. This site will introduce countless Route 66 tourists to Tulsa by symbolizing one of our city's signature events. Cry Baby themed iconography is encouraged, with the expectation that any explicit baby representations are not depicted with a particular human skin tone color.

Overall, this artwork will enhance the site with a distinctive aesthetic experience, highly visible, and welcoming to visitors. The site is open to the public and accessible to interested artists if additional context is needed. Competitive applications from artists or teams of artists will demonstrate knowledge of historic roadside attractions, outdoor art typical of Route 66 Americana, and mid-century advertising and signage. The installation should be classic, kitschy, and worthy of countless roadside selfies.

While there is no geographic or residency requirement, successful proposals will understand this site as a microcosm of Tulsa mythos and design accordingly. Teams of artists, including teams of artists from multiple disciplines are encouraged to apply with the understanding that the budget will remain $250,000.

The project is open to all professional artists, age 18 and over.

Artists shall generally be eligible for no more than one major project (over $25,000) during a three-year period through the Arts Commission for the City of Tulsa. It is the artist's obligation to disclose in their proposal if they do not meet this requirement. Failure to disclose may result in immediate disqualification of the submission.

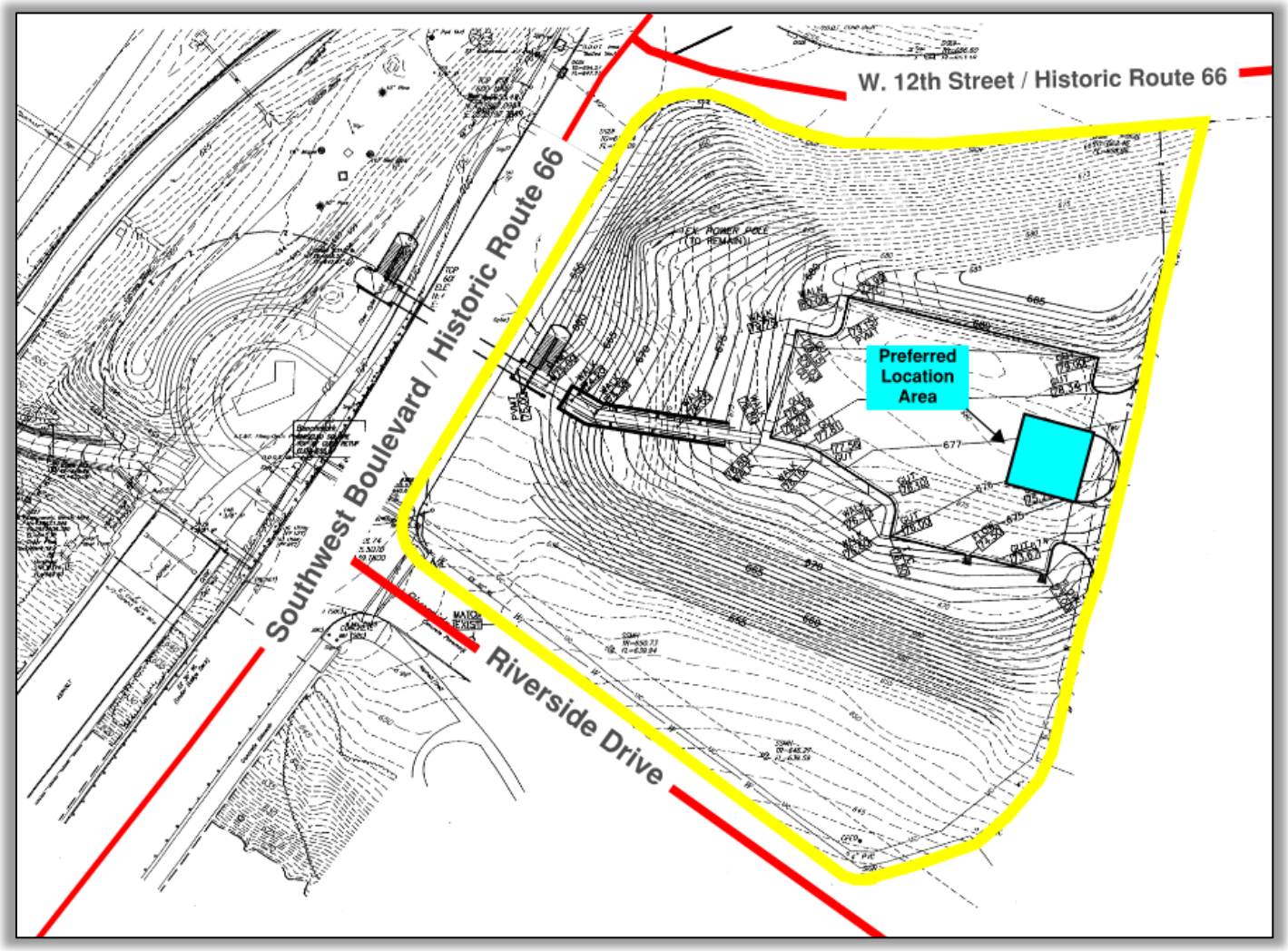
The artist bears all risks of loss, damage to, or theft of the artwork while it is being made, transported, and/or installed until final approval of the Work by the City. A preliminary geotechnical report for the preferred location will be distributed as an addendum to this RFP. Final geotechnical engineering work may nonetheless be needed based on engineering requirements for the selected Proposal.

The artist or artist teams will receive a budget of $250,000 to create the artwork. Artists will be responsible for design, fabrication, delivery, and installation within the given budget. All costs associated with the public art project are covered by this budget, including but not limited to design and project management fees, travel, models and renderings of artwork, equipment, fabrication, transportation, installation of artwork (including foundation, footings, lighting, and markers), all required insurance and permits, and contingency.

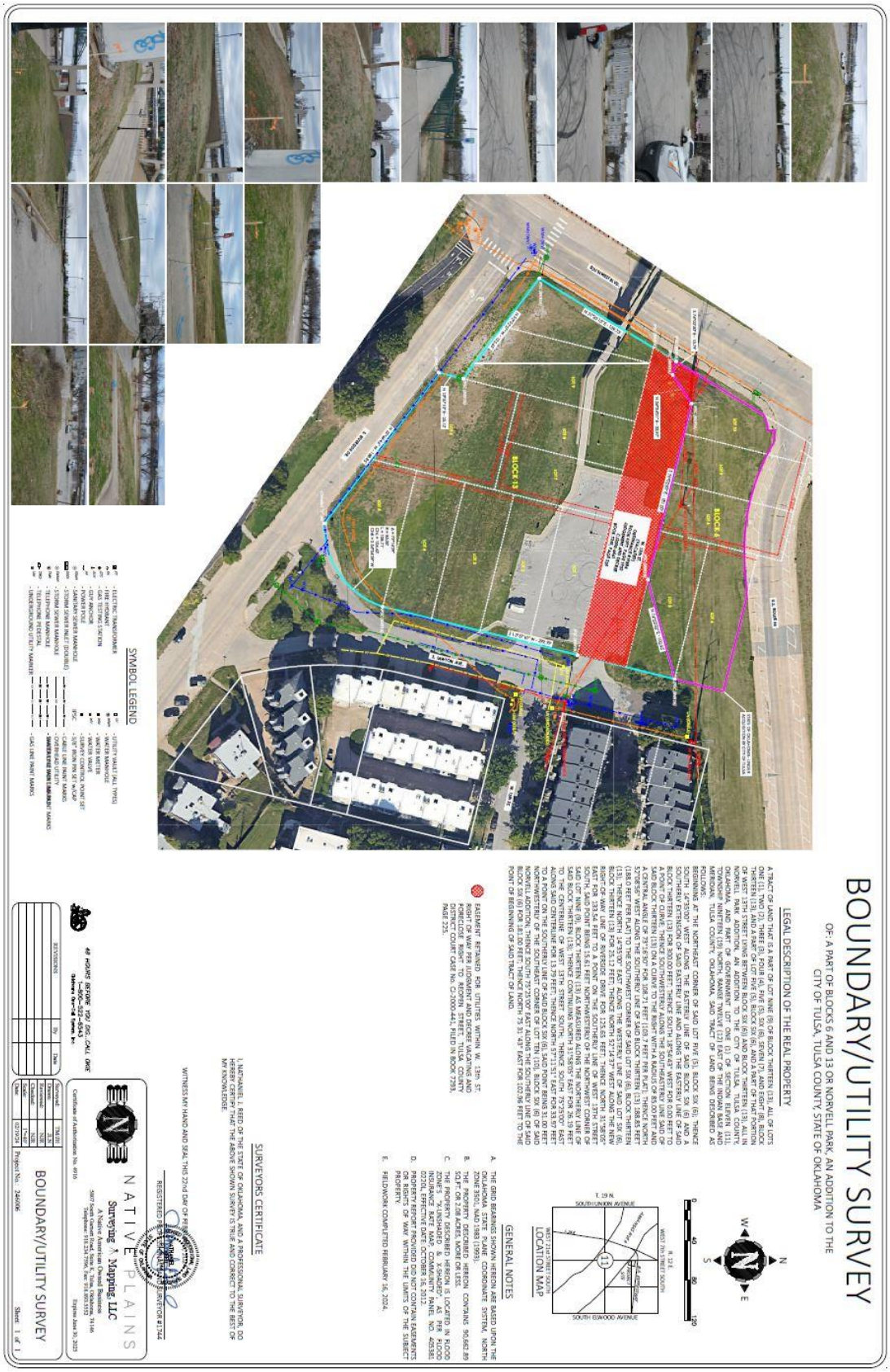
Once selected, the artist or artist team will work with City staff to finalize design in consultation with technical engineering assistance.

ATTACHMENT A

ATTACHMENT B



ATTACHMENT C



V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

A. Statement of Interest (two page maximum)
   - A statement of interest will include a brief summary of artistic focus and professional career, especially as your background relates to this project.
   - A brief description of the concept to be proposed, should the Respondent be selected. Can include materials, colors, etc.

B. Roadside Attraction Conceptual Design
   - A sketch or digital rendering, either of which clearly represents placement, materials, colors, and size of the proposed artwork (15 images maximum).
   - A description of materials, maintenance requirements, structural integrity, and durability.
   - Draft construction timeline based on installation process for proposed artwork.

C. Resume or Curriculum Vitae (CV)
   - If applying as a team, please include the team or studio resume or CV. If a team/studio resume or CV is not available, please combine the individual resumes of each team member into one document.
   - Include email contact information. An artist group may provide a sole point of contact.

D. Three images of relevant previous work, per member of team (15 images maximum).
   - Files can be up to 2MB. Images should be at least 72 dpi.
   - Number images 1-5, etc., in the file name using system: #LastName,FirstName.jpg
   - Include title, medium, dimensions, budget, and year for each artwork. You may also include a brief statement about each work (Two sentence maximum).
   - Number the descriptions, corresponding to the image file names.

E. Estimated timeline for completion, including construction timeline, final design, fabrication, delivery, and installation.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City looks forward to working with awarded Respondents to define important performance metrics during contract negotiations. The performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

Contract Performance Monitoring

As part of the City of Tulsa's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

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VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. Proposals must be received by **5:00 p.m. on Wednesday, May 15, 2024, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP 24-327, Route 66 Roadside Attraction".**

Proposals received late will be returned unopened.

B. Interested Respondents should submit:

One (1) unbound original and one (1) bound copy of the proposal plus one (1) digital copy (compact disc or USB drive).

C. Proposals shall be delivered and sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

D. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website: https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/.

The City is not responsible for any failure to register.

E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, May 6, 2024.**

Angie Tune, Project Buyer
atune@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

F. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

VIII. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All Bids will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
Artistic Excellence	20	Evaluated by past work and supporting materials
Alignment with Project Goals	40	Evidenced by proposed conceptual design
Availability	20	Evidenced by availability to participate in the design, approval, and implementation of the project as required
Feasibility and Timeline	10	Including fabrication, delivery, installation
Cost	10	Inclusive of all preliminary costs needed to deliver the art
Total	**100**	

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in Title 6, Chapter 4 of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

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IX. MISCELLANEOUS

A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.

B. All data included in this RFP, as well as any attachments, are proprietary to the City.

C. The City notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).

E. The use of the City's name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.

F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.

G. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.

I. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.

J. The selected Respondent "Seller" and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services

from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: Personal injury and property damage, each occurrence	$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	$1,000,000.00
Workers' Compensation	(Statutory limits)

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

A. Your name
B. Insurer's name and address
C. Policy number
D. Liability coverage and amounts
E. Commencement and expiration dates
F. Signature of authorized agent of insurer
G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

L. Artist's Fixed Fee: The City shall pay the balance of the budget to the artist as a fixed fee which shall constitute full compensation for all services and materials to be performed and furnished by the artist under this Agreement, including, but not limited to, fees, labor of the artist and the artist's assistants, studio and operating costs applicable to this project, travel costs for the artist to and from the site or other necessary travel, and all costs associated for the approval of the designs by an Oklahoma licensed professional engineer. Any costs for the mounts/hardware/installation of the artwork at the site location and delivery to the site shall be paid directly by the artist. The artist shall be responsible for payment for transportation of the artwork to the site and any costs associated with alterations to existing structures to accommodate the artwork. The fixed fee shall be paid to the artist in the following installments, each installment to represent full and final payment for all services and materials provided prior to the due date. See Attachment D for payment schedule. Placeholders are in Attachment D for dollar amounts and will be negotiated with the artist after selection.

M. Copyright Ownership and Reproduction Rights: See Attachment E.

ATTACHMENT D

2.2.1 Installment 1 in the amount of $ [000.00] upon execution of the Agreement by all parties and receipt of the executed Affidavit of Claimant, artist's insurance certificates, New Vendor Supplier form, W-9, and receipt of concept sketches;

2.2.2 Installment 2 in the amount of $ [000.00] upon City's approval of the design, including the design of the foundations and associated electrical needs for the artwork;

2.2.3 Installment 3 in the amount of $ [000.00] upon notification that one half of the fabrication process has been completed accompanied with documentation for review of the fabrication process to date;

2.2.4 Installment 4 in the amount of $ [000.00] upon approval of completion of the artwork prior to installation; and

2.2.5 Installment 5 shall equal the balance of the fixed fee (after the payment of previous installments) as final payment after completion of the installation, final approval of the artwork by the City and completion of the Post-Installation services described in Section 1.4 of the Contract for Artwork.

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ATTACHMENT E

5.1 General

5.1.1 Copyright Interests. Upon delivery, final inspection and acceptance of the Artwork by the City, title and possession of the Artwork shall vest in the City. Artist shall retain the right to copy, sell copies of, and license others to copy, the Artwork; provided that the Artist shall not sell copies of the Artwork to other municipalities, or license other municipalities to copy the Artwork; provided further that the City of Tulsa is hereby granted perpetual license to copy, publish, and sell copies of the Artwork for City of Tulsa's purposes. For purposes of this Contract, the term Copyright Interests means all interests Artist may own or claim in copyrights in the United States in and to the Artwork including, without limitation, all rights to register and obtain renewals and extensions of copyright registrations, all rights of reproduction, display, performance and distribution, and the right to create derivative works therefrom together with all other copyright interests accruing by reason of international copyright conventions, including the right to sue for, settle, or release any past, present, or future infringement thereof. All Copyright Interests or other intellectual property rights associated with the Artwork shall belong exclusively to the Artist.

5.1.2 License to City. The Artist grants to the City, City's successors and assigns, a royalty free, non-transferable irrevocable license to make, or have made on the City's behalf, photographic or graphic reproductions of the Artwork, including, but not limited to, photographs or reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, in any medium, provided that these rights are exercised in a tasteful and professional manner.

5.1.3 Waiver of Moral Rights. The City acknowledges Artist's artistic endeavor in and to the Artwork and agrees to make reasonable efforts to maintain the integrity of the Artwork so long as it is displayed; provided, however, the Artist acknowledges that perpetual display of the Artwork is not guaranteed. The City will attempt to notify and consult with the Artist in relation to any intentional alteration, modification, change, destruction of or damage to the Artwork by the City of which it has advance notice. Other than as provided for above, the Artist hereby expressly and forever waives for any and all uses of the Artwork as a work of visual art, as a promotional item, or otherwise, any and all moral rights applicable to the Artwork arising under 17 U.S.C. §106A, and any rights arising under U.S. federal or state law or under the laws of any other country that conveys rights of the same nature as those conveyed under 17 U.S.C. §106A, or any other type of moral right or droit moral.

5.2 Artist Credit. The Artist shall be identified as the creator of the Artwork in a visible location near the Site of the Artwork. The Artist shall provide and install an identifying exterior plaque; size and location to be approved by the City. All reproductions or photographs of the Artwork produced by or with the permission of the City shall identify the Artist as the creator of the Artwork.

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ATTACHMENT F

CEC®

13801 N. Meridian Ave.
Oklahoma City, OK 73134
Phone:(405) 753-6840

Geotechnical Report

Report Date:	03/27/2024	Date Sampled:	03/27/2024
Project:	Art Project - CP 23-14, 815 S. Riverside - Geotechnical Testing	Sampled By:	Zoey Culpepper
Location:	Tulsa Art Project		
Client:	City of Tulsa		
		Lab No:	2051
	TEST RESULTS	Report No:	240167-1
		Page 1 of 24	

CEC appreciated the opportunity to provide geotechnical engineering services for the project located in Tulsa, OK. We have included the geotechnical report which includes the results of the field exploration and recommendations. If you have any additional questions, feel free to contact me at Brett.Cowan@connectcec.com. We enjoyed working with you and look forward to continuing to provide services for future projects utilizing our in-house services and trusted partners.

1-ec City of Tulsa Attn: Ryan McKaskle
1-ec CEC Corporation Attn: Brett Cowan
1-ec Hinderliter Geotechnical Engineering
Attn: Mark Hinderliter

Respectfully Submitted,
CEC Corporation

Brett Cowan, Geotechnical Engineer

03/27/2024

GEOTECHNICAL ENGINEERING REPORT

FOR

MR. RYAN MCKASKLE, PE, CFM
FIELD ENGINEERING MANAGER,
CITY OF TULSA PUBLIC WORKS DEPARTMENT
2317 S. JACKSON AVE., SUITE W206, TULSA, OK 74107

C.O.T. ART PROJECT
W 13TH ST. AND S. LAWTON AVE
CP 23-14 815
CONTRACT NO. FE 24-3

03/27/2024

CEC Corporation
4555 W. Memorial Rd
Oklahoma City, OK 73142
Phone: 405.753.4200 | Fax: 405.260.9524
www.connectcec.com

CEC®

March 27, 2024
Mr. Ryan McKaskle
Field Engineering Manager
City of Tulsa Public Works Department
2317 S. Jackson Ave., Suite W206
Tulsa, OK, 74107

Subject: C.O.T. Art Project
W. 13th St. and S. Lawton Road
Tulsa, Oklahoma
Project No.: 240167

Dear Mr. McKaskle,

CEC has completed the authorized subsurface exploration and geotechnical engineering evaluation for the above-referenced project in general accordance with our proposal/contract (Proposal No. OK24011) dated Mar. 01, 2024. The purpose of the geotechnical study was to explore and evaluate the subsurface conditions at three locations across the site and to provide foundation recommendations at the site. The attached CEC report contains a description of the findings of our field exploration and laboratory testing program, our engineering interpretation of the results with respect to the project characteristics, and our design recommendations as well as construction guidelines for the planned project.

Recommendations provided herein are contingent on the provisions outlined in the ADDITIONAL SERVICES and LIMITATIONS sections of this report. The project Owner should become familiar with these provisions in order to assess further involvement by CEC and other potential impacts to the proposed project. Please call us if you have any questions concerning this report.

Sincerely,

CEC Corporation
Certificate of Authorization #32, Expires 6/30/2024

Brett Cowan, P.E.
Geotechnical Lead Engineer

REGISTERED PROFESSIONAL ENGINEER
BRETT A. COWAN 21935
OKLAHOMA

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EXECUTIVE SUMMARY

Geotechnical Engineering Report
C.O.T. Art Project
W. 13th St. and S. Lawton Road
Tulsa, Oklahoma
Project No.: 240167

- Based on the subsurface conditions encountered in the borings, the project site appears to be suitable for the proposed drilled shaft construction. The primary geotechnical concerns for the project site are the presence of high sand and/or silt content of a portion of the site soils.

- The subsurface conditions encountered at the site are suitable for support of the proposed C.O.T. Art Project on drilled piers socketed a minimum of 3 feet into the underlying competent gray shale bedrock at an approximate depth of 32 feet.

- Drilled piers founded in the competent gray shale bedrock material may be sized using an allowable bearing pressure of 25 kips per square foot (ksf). Penetration of the weathered portion of the bedrock unit above 32 feet should not be considered as part of the required bedrock penetration.

- An allowable skin friction value of 2,500 psf may be used for uplift for the circumferential area for that portion of the pier imbedded in the gray shale bedrock beyond a depth of 1 pier diameter or three feet into the bedrock material. A factor of safety of 3 has been applied to both end bearing and skin friction. The factor of safety may be reduced to 1.5 for transient loads.

- Recommended geotechnical parameters for use in the evaluation of lateral load capacity and deflection of a single drilled shaft foundation are presented in Table 3 of the provided report.

This summary is intended for introductory and reference use only. A thorough reading of the entire report is essential for understanding the overall geotechnical-related design and construction concepts and limitations.

1 PROJECT

1.1 SITE CONDITIONS

1.1.1 GENERAL

CEC has completed the authorized subsurface exploration and geotechnical engineering evaluation for the proposed C.O.T. Art Project located near W 13th St. and S. Lawton Ave in Tulsa, Oklahoma. The services provided were in general accordance with our proposal/contract (Proposal No. OK24011) dated Mar. 01, 2024.

This report includes our recommendations related to the geotechnical aspects of the project design and construction. Conclusions and recommendations presented in the report are based on the subsurface information encountered at the location of our exploration and the provisions and requirements outlined in the ADDITIONAL SERVICES and LIMITATIONS sections of this report.

1.1.2 PROJECT DESCRIPTION

We understand that the proposed construction will include a statue approximately 40 feet in total height. It is our understanding that the proposed structure will be supported on a drilled pier foundation system.

The project consists of a statue with unknown loading. Boring layout was provided by email dated Feb. 29th, 2024. This layout and information was used to develop this proposal. *The design of the foundation will be provided by others and directed by the artist for the proposed project.*

The scope of the exploration and engineering evaluation for this study, as well as the conclusions and recommendations in this report are based on our understanding of the project as described above. If pertinent details of the project have changed or otherwise differ from our descriptions, we must be notified and engaged to review the changes and modify our recommendations, if needed.

1.2 SITE AND SUBSURFACE DESCRIPTION

The site is currently an existing and relatively flat asphaltic parking lot near the top of a hill. It is used by the City of Tulsa for tourist parking next to the Route 66 and Riverside area.

An approximate 4-inch thick layer of asphaltic concrete pavement was encountered. Generally red, soft to medium stiff, silt with sand extends approximately to a depth of 18 feet. The silt is underlain by a gray, medium stiff to stiff, lean clay with sand and then a yellowish brown, medium dense to dense, silty or clayey sand was encountered and extended to the top of the weathered shale at an approximate depth of 29 feet.

Weathered Shale bedrock continued to the bottom of the borings at approximate depths of 34 to 39 feet, respectively, below the existing grade. In general, the upper portion of the bedrock strata was highly weathered to weathered. The degree of weathering decreased with depth. The shale bedrock was soft to moderately hard. The bedrock was gray in color.

Atterberg limits test performed on selected samples indicated a liquid limit (LL) value of 33 and a plasticity index (PI) value of 6 to 12. Two samples classified as Non-Plastic. No. 200 Sieve Analysis tests indicated that the fines content of the soil ranged from approximately 74.7 to 96.9 percent for the samples tested. The moisture content of the samples generally ranged from approximately 1.5 to 21.2 percent.

2 GEOTECHNICAL FINDINGS

2.1 FIELD ACTIVITIES

CEC explored the subsurface conditions at the site by drilling and sampling three (3) borings near the proposed artistic statue shown in Appendix A, Plate 1. Approximate locations of the borings are shown in Plate 2, Boring Location Diagram. The field exploration and laboratory testing programs are presented in APPENDIX A and APPENDIX B, respectively.

Bedrock was encountered within the borings during drilling operations. Groundwater observations were made both during drilling and after completion of drilling operations. In general, the borings encountered perched groundwater while drilling but no groundwater seepage was noted during completion of drilling operations. The materials encountered in the test borings have a wide range of permeabilities and observations over an extended period of time through use of piezometers or cased borings would be required to better define groundwater conditions.

Groundwater observations were made both during and after completion of drilling operations. The observed groundwater during and after drilling are presented in Table 1:

Table 1: Groundwater Levels

Boring No.	Groundwater depth during drilling (feet)	Groundwater depth prior to backfilling (feet)
B-01	30	Dry
B-02	29	Dry
B-03	26	Dry

N/A: Boring was plugged immediately after drilling operation.

Fluctuations of groundwater levels can occur due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the borings were performed. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

The site subsurface conditions are favorable for the development of perched groundwater conditions. In a "perched" groundwater condition, precipitation will infiltrate the upper lower plasticity more permeable soils and become perched on the underlying higher plasticity soils. Development of a perched groundwater condition could hamper completion of the site development portion of this project.

2.2 LAB TESTING RESULTS

Table 2: Lab Testing Results for Soil Profile

Boring No.	Sample/Depth (ft)	% Moisture	LL	PL	PI	% 200 Passing	Soil Classification
B-1	SS-2/3.5	9.0	-	-	NP	78.5	Silt w/ Sand (A-4 (0))
B-1	SS-6/18.5	18.6	33	11	22	74.7	Lean Clay w/ Sand (A-6 (14))
B-2	SS-6/ 18.5	18.2	33	12	21	96.9	Lean Clay (A-6 (19))
*B-2	SS-8/ 28.5	13.4	33	6	27	29.8	Lean Clay w/ Sand (A-6 (16))
B-3	SS-5/ 13.5	17.9	-	-	NP	78.4	Silt w/ Sand (A-4 (0))

*Weathered shale that was tested for basis of classification.
Note: "-" Not applicable for Non-Plastic soil.

3 RECOMMENDATIONS

3.1 GEOTECH DISCUSSION

Based on the results of our evaluation, it is our professional opinion that the proposed structures can be developed using conventional construction techniques. The recommendations presented in the following sections are based upon our understanding that minimal grading will be required to achieve final grades. We have assumed that the maximum cut and fill will be in the order of 0 to 1 foot. The primary geotechnical concerns for this project are the presence of high sand and silt. Recommendations addressing the primary geotechnical concerns as well as general recommendations regarding geotechnical aspects of the project design and construction are presented below.

The recommendations submitted herein are based, in part, upon data obtained from our subsurface exploration. The nature and extent of subsurface variations that may exist at the proposed project site will not become evident until construction. If variations appear evident, then the recommendations presented in this report should be evaluated. In the event that any changes in the nature, design, or location of the proposed project are planned, the conclusions and recommendations contained in this report will not be considered valid unless the changes are reviewed and our recommendations modified in writing.

3.2 PRIMARY GEOTECHNICAL CONCERNS

High Sand and Silt Content

The upper surface materials are sands with significantly high silt content. Sand and soils with high silt content are sometimes moisture sensitive and prone to becoming unstable with slight increases in soil moisture content levels. Depending upon precipitation levels prior to and during construction, these soils could create complications for drilled shaft construction.

3.3 DRILLED SHAFT FOUNDATIONS

3.3.1 ALLOWABLE BEARING CAPACITY

It is our understanding that the proposed C.O.T. Art Project will be supported on a drilled pier foundation system. The subsurface conditions encountered at the site are suitable for support of the proposed C.O.T. Art Project on drilled piers socketed a minimum of 3 feet into the underlying competent gray shale bedrock at an approximate depth of 32 feet.

Drilled piers founded in the competent gray shale bedrock material may be sized using an allowable bearing pressure of 25 kips per square foot (ksf). All drilled piers should extend through the highly weathered to weathered portion of the bedrock unit. Penetration of the weathered portion of the bedrock unit above 32 feet should not be considered as part of the required bedrock penetration.

An allowable skin friction value of 2,500 psf may be used for uplift for the circumferential area for that portion of the pier imbedded in the gray shale bedrock beyond a depth of 1 pier diameter or three feet into the bedrock material. A factor of safety of 3 has been applied to both end bearing and skin friction. The factor of safety may be reduced to 1.5 for transient loads.

Drilled piers for this project should have a minimum shaft diameter of 18 inches to facilitate cleaning and observation of the bearing materials. Direct observation of the bearing materials at the bottom of smaller piers is not possible and pier excavations must be evaluated based on auger cuttings and drilling characteristics.

3.3.2 LATERAL LOAD AND UPLIFT RESISTANCE

Recommended geotechnical parameters for use in the evaluation of lateral load capacity and deflection of a single drilled shaft foundation are presented in Table 3. The parameters provided are based on input requirements of LPILE, Version 2022 by Ensoft, Inc. The values given in Table 3 are based on our analysis of the existing subsurface conditions and were estimated, or calculated, based on generally accepted engineering correlations. Design parameters for other methods of analysis can be provided, should a different method of analyzing lateral pile capacity be chosen for this design. In addition to the weight of the shaft, side friction values equal to 50 percent of the allowable skin friction presented in may be used in determining the uplift capacity of the shaft.

Table 3 – LPile Design Parameters

Depth (feet)	Material Type	Allowable Bearing Capacity (psf)	Allowable Skin Friction (psf)	Effective Angle of Internal Friction ϕ,' (degrees) Or Undrained Cohesion Cu (psf)	Estimated Uniaxial Compressive Strength (psi)	Strain Factor (E50/krm)	Effective Unit Weight γ', (pcf)	Static Soil Modulus Parameter k, (pci)
0 to 3	N/A	N/A	N/A	N/A	N/A	N/A	110	N/A
3 to 18	3	N/A	40	200	N/A	0.02	110	15
18 to 24	3	N/A	100	500	N/A	0.007	110	40
24 to 29	4	N/A	500	32	N/A	N/A	120	225
29 to 32	9	N/A	1,250	N/A	5,000	0.0005	73	200
32 to 36	9	25,000	2,500	N/A	10,000	0.0005	73	400

LPile v2022 - 1-Soft Clay, 2-Stiff Clay with Free Water, 3-Stiff Clay without Free Water, 4-Sand, 5-Linear Interpolation (p-y curves), 7-Silt, 8-API Sand, 9-Weak Rock

NOTE: For 9-Weak Rock, utilize an Initial Modulus of Rock Mass of 7.5 ksi and a Rock Quality Designation of 10% above 32 feet, and 20 ksi and 40% below 32 feet.

3.3.3 CONSTUCTION CONSIDERATIONS

Excavations for the drilled piers will encounter a pavement section, native soils, and shale bedrock. Conventional drilling equipment should be able to penetrate the soil. Other drilling equipment, such as a core barrel with rock teeth, should be anticipated to be required to penetrate the shale bedrock.

Temporary steel casing will be required in the event of water seepage, hole caving, and/or sloughing occur. It should be noted that groundwater was encountered during the drilling operations should be anticipated during the installation of the drilled piers. The drilling contractor should be provided the opportunity to review the boring logs to assess the excavation methods required to complete the excavations at the site. It is also recommended that temporary casing be installed when personnel are required to enter a drilled pier excavation to clean or observe the bearing surface.

The bedrock depths provided herein are intended to aid in design, planning, and bidding of the proposed project. It should be noted that required bearing elevations may vary across the site and may be lowered or raised in the field depending on the subsurface conditions encountered. We recommend that CEC be provided the opportunity to review the final plans prior to bidding and/or construction in order to determine that our recommendations were properly incorporated into the drilled pier designs.

Drilled pier excavations should be observed by an experienced geotechnical engineer to evaluate the suitability of the bearing material. Should isolated areas of unsuitable material be encountered at planned depths, it will be necessary to deepen the drilled piers to suitable bearing material. The base of all drilled pier excavations should be free of water and loose material prior to placement of concrete. A sufficient head of plastic concrete should be always maintained within the casing during its extraction to overcome the hydrostatic groundwater pressure outside the casing and to prevent necking of the pier.

3.3.4 ESTIMATED SETTLEMENT

Long-term structural settlement for drilled pier foundations designed and constructed as outlined above should be minor, i.e. ½ inch or less.

4 ADDITIONAL SERVICES

We recommend that CEC conduct a comprehensive review of the final plans and specifications to ensure accurate interpretation and implementation of our construction recommendations during the design phase. If CEC is not retained for this review, we assume no responsibility for misinterpretation of our recommendations.

For effective monitoring during construction, we advise that a representative from CEC oversees all drilled pier activities. This includes observing site preparation and drill shaft construction. These services enable CEC to assess soil conditions encountered, evaluate the applicability of our recommendations, and suggest design or construction changes if needed.

The following outlines geotechnical engineering and construction testing services essential for implementing our recommendations. To maintain continuity from design through construction, we recommend retaining CEC for these services:

1. An experienced engineering technician should inspect the subgrade across the proposed construction area immediately after demolition to identify areas requiring additional undercutting and assess the exposed surface for fill placement suitability.
2. Monitor and test all fill and concrete placed within construction area to ensure material type, moisture content, and compaction meet recommended limits.
3. Observe drilled shaft construction to evaluate suitability of bearing material.

5 LIMITATIONS

Prepared in accordance with generally accepted geotechnical engineering practice in the site area at the time of our study, this report carries no expressed or implied warranty. The recommendations assume CEC will conduct adequate tests and observations during construction. Our services did not encompass environmental assessments for hazardous materials.

The recommendations in this report are derived from our on-site observations, subsurface explorations, and limited laboratory tests, guided by our current understanding of the proposed construction. Subsurface conditions may differ beyond the explored points. Should variations arise during construction, prompt notification is essential for a review and supplemental recommendations.

The report's use is limited to the client's specified purposes within a reasonable time, not exceeding three years from the report date. Changes in land use, site conditions, regulations, or other factors may necessitate additional work. Any party other than the client seeking to use this report must notify CEC. Depending on the intended use, additional work and an updated report may be required. Non-compliance releases CEC from liability, and the client agrees to defend, indemnify, and hold CEC harmless from any claims associated with unauthorized use or non-compliance.

APPENDIX A
FIELD EXPLORATION PROGRAM

DRILLING & SAMPLING PROCEDURES

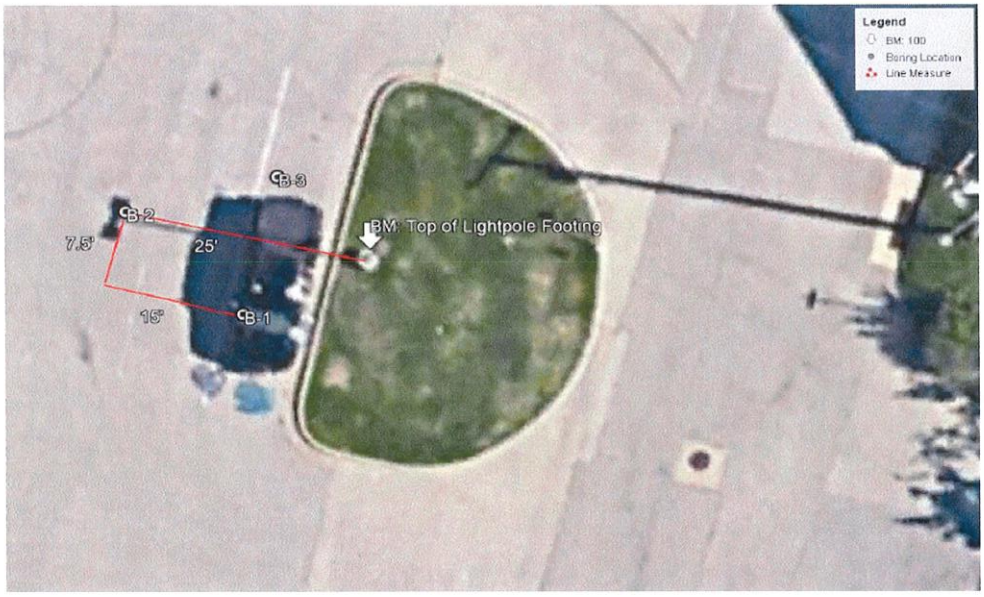
CEC conducted the field work for this study on March 11, 2024. The exploration consisted of three borings drilled to an approximate depth of 34 to 39 feet below the existing ground surface level. The boring locations were provided on Feb. 29th, 2024. The boring was performed with a truck-mounted (CME 45), rotary drill rig using hollow stem augers to advance the boreholes. Samples were obtained by performing standard penetration tests (SPT) using a 2-inch O.D. split-barrel sampler. The split-barrel sampling was conducted in general accordance with ASTM D 1586 (ASTM D 1586, Standard Test Method for Penetration and Split-Barrel Sampling of Soils). The split-barrel sampler is driven into the bottom of the boring over an 18-inch sampling interval by a 140-pound autohammer that is dropped a distance of 30 inches. The SPT N-value, recorded on the boring log, is the number of blows required to drive the split-barrel sampler the final 12 inches of the 18-inch sampling interval. The samples were sealed and returned to our laboratory for further examination and classification.

Representatives of Hinderliter and CEC established the boring locations in the field near the locations indicated on the provided site plan. These locations were identified in the field by measuring distances from existing site features to the respective boring locations. Right angles were estimated. Elevations at the boring locations were determined through use of an engineer's level and were referenced to the top of the light pole footing located to the south of the site near the entrance to the parking lot (see Figure 2). The elevation of the benchmark was assumed to be 100.0 feet. Locations and elevations of the borings should be considered accurate only to the degree implied by the methods used to obtain them.

The boring log included in this APPENDIX, presents such data as material descriptions, consistency and rock hardness evaluations, depths, sampling intervals and observed groundwater conditions. Conditions encountered in the boring were monitored and recorded by the drill crew. The field log included visual classification of the materials encountered during drilling, as well as drilling characteristics. Our final boring log represents the engineer's interpretation of the field log combined with laboratory observation and testing of the samples. Stratification boundaries indicated on the boring log were based on observations during our field work, an extrapolation of information obtained by examining samples from the boring and comparisons of soils with similar engineering characteristics. Locations of these boundaries are approximate, and the transitions between material types may be gradual rather than clearly defined.

NORTH

CEC	Site Location Diagram	No.	REVISION	BY	DATE	DATE: 3/27/2024
Project No.: 240167 / FILE NAME:						SCALE: NONE
Drawn By: BC / Checked By: LC	Proposed C.O.T. Art Project W. 13th St. and S. Lawton Ave. Tulsa, Oklahoma					PLATE: 1



NORTH

CEC®

Project No.: 240167	FILE NAME:
Drawn By: BC	Checked By: LC

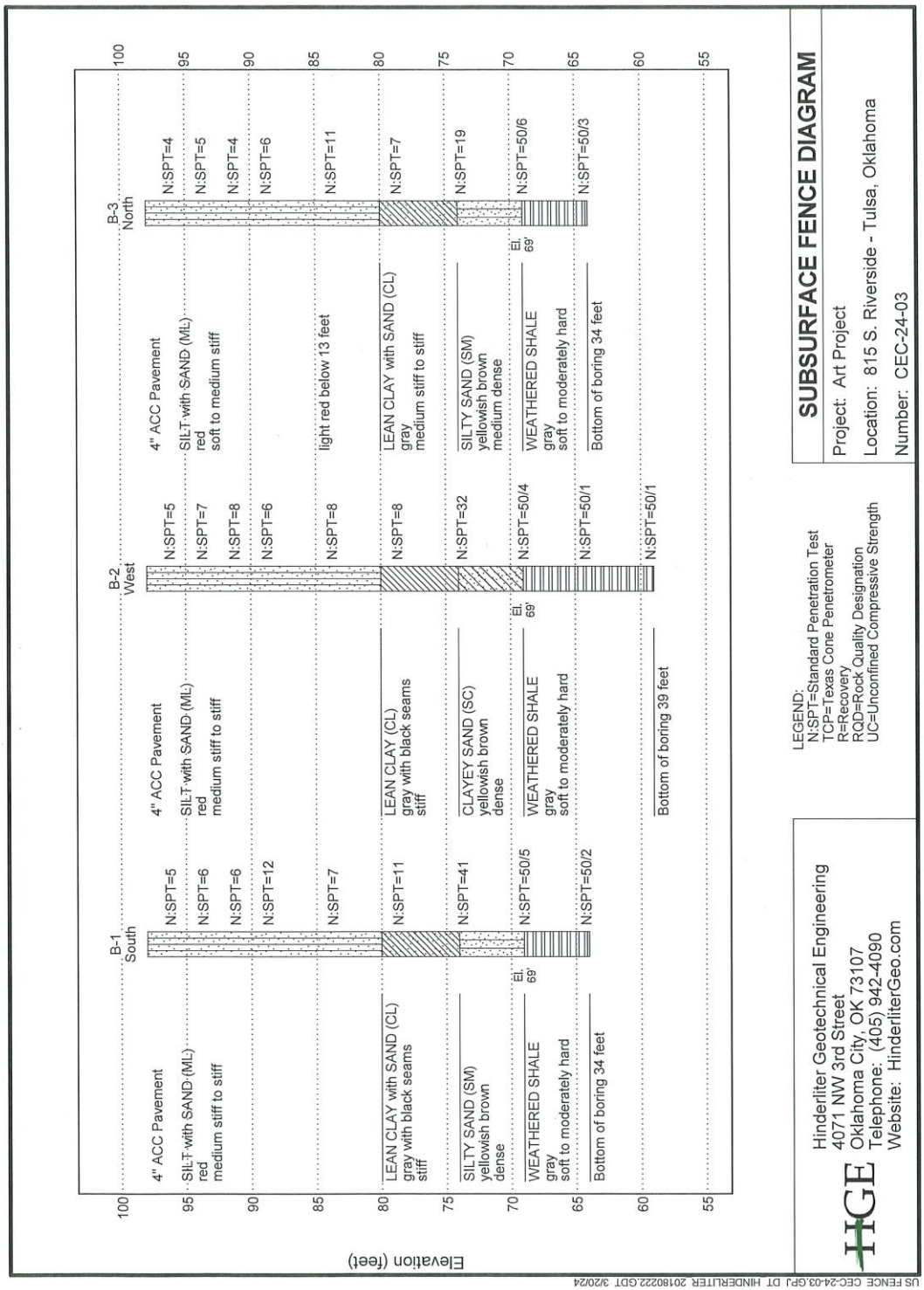
Property of CEC and is intended for use by the client only, all others will require written consent.

Boring Location Diagram

Proposed C.O.T. Art Project
W. 13th St. and S. Lawton Ave.
Tulsa, Oklahoma

No.	REVISION	BY	DATE

DATE: 3/27/2024
SCALE: NONE
PLATE: 2


B-1
South
B-2
West
B-3
North
Elevation (feet)
100
95
90
85
80
75
70
65
60
55
4" ACC Pavement
SILT with SAND (ML)
red
medium stiff to stiff
LEAN CLAY with SAND (CL)
gray with black seams
stiff
SILTY SAND (SM)
yellowish brown
dense
WEATHERED SHALE
gray
soft to moderately hard
Bottom of boring 34 feet
Bottom of boring 39 feet
light red below 13 feet
LEAN CLAY with SAND (CL)
gray
medium stiff to stiff
CLAYEY SAND (SC)
yellowish brown
dense
Elev. 69'
N:SPT=5
N:SPT=6
N:SPT=6
N:SPT=12
N:SPT=7
N:SPT=11
N:SPT=41
N:SPT=50/5
N:SPT=50/2
N:SPT=5
N:SPT=7
N:SPT=8
N:SPT=6
N:SPT=8
N:SPT=8
N:SPT=32
N:SPT=50/4
N:SPT=50/1
N:SPT=50/1
N:SPT=4
N:SPT=5
N:SPT=4
N:SPT=6
N:SPT=11
N:SPT=7
N:SPT=19
N:SPT=50/6
N:SPT=50/3
LEGEND:
N:SPT=Standard Penetration Test
TCP=Texas Cone Penetrometer
R=Recovery
RQD=Rock Quality Designation
UC=Unconfined Compressive Strength
SUBSURFACE FENCE DIAGRAM
Project: Art Project
Location: 815 S. Riverside - Tulsa, Oklahoma
Number: CEC-24-03
HGE
Hinderliter Geotechnical Engineering
4071 NW 3rd Street
Oklahoma City, OK 73107
Telephone: (405) 942-4090
Website: HinderliterGeo.com
US FENCE CEC-24-03.GPJ DT HINDERLITER 20180222.GDT 3/20/24

LOG OF BORING B-1

SHEET 1 of 1

HGE
Hinderliter Geotechnical Engineering
4071 NW 3rd Street
Oklahoma City, OK 73107
Telephone: (405) 942-4090
Website: HinderliterGeo.com

CLIENT: CEC Coporation
PROJECT: Art Project
LOCATION: 815 S. Riverside - Tulsa, Oklahoma
NUMBER: CEC-24-03
DATE(S) DRILLED: 3/11/24

DRILLING METHOD(S):
CME-45 truck-mounted drill. 6" solida augers. SPT penetration testing & sampling.

GROUNDWATER INFORMATION:
Groundwater encountered at approximately 30 feet while sampling. No groundwater observed after boring completion.

SURFACE ELEVATION: 98

FIELD DATA / LABORATORY DATA

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT (LL)	ATTERBERG LIMITS: PLASTIC LIMIT (PL)	ATTERBERG LIMITS: PLASTICITY INDEX (PI)	DRY DENSITY POUNDS/CU.FT	MINUS NO. 4 SIEVE (%)	MINUS NO. 10 SIEVE (%)	MINUS NO. 40 SIEVE (%)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
			N = 5	10.6									4" ACC Pavement
	5		N = 6	9.0	NP	NP	NP		100	100	100	78.5	SILT with SAND (ML) red medium stiff to stiff
			N = 6	10.0									
	10		N = 12	10.4									
	15		N = 7	9.5									
	20		N = 11	18.6	33	11	22		100	100	97	74.7	LEAN CLAY with SAND (CL) gray with black seams stiff
	25		N = 41	7.3									SILTY SAND (SM) yellowish brown dense
	30		N = 50/5	13.5									WEATHERED SHALE gray soft to moderately hard
			N = 50/2	9.9									Bottom of boring 34 feet

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
Approximate Boring Location:
South

LOG A GNNL01 CEC-24-03.GPJ DT_HINDERLITER_20180222.GDT 3/20/24

LOG OF BORING B-2

SHEET 1 of 1

Hinderliter Geotechnical Engineering
4071 NW 3rd Street
Oklahoma City, OK 73107
Telephone: (405) 942-4090
Website: HinderliterGeo.com

CLIENT: CEC Coporation
PROJECT: Art Project
LOCATION: 815 S. Riverside - Tulsa, Oklahoma
NUMBER: CEC-24-03
DATE(S) DRILLED: 3/11/24

DRILLING METHOD(S):
CME-45 truck-mounted drill. 6" solida augers. SPT penetration testing & sampling.

GROUNDWATER INFORMATION:
Groundwater encountered at approximately 29 feet while sampling. No groundwater observed after boring completion.

SURFACE ELEVATION: 98

FIELD DATA / LABORATORY DATA

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	MINUS NO. 4 SIEVE (%)	MINUS NO. 10 SIEVE (%)	MINUS NO. 40 SIEVE (%)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
			N = 5	9.4									4" ACC Pavement
	5		N = 7	9.8									SILT with SAND (ML) red medium stiff to stiff
			N = 8	10.0									
	10		N = 6	10.4									
	15		N = 8	8.3									
	20		N = 8	18.2	33	12	21		100	100	100	96.9	LEAN CLAY (CL) gray with black seams stiff
	25		N = 32	11.3									CLAYEY SAND (SC) yellowish brown dense
	30		N = 50/4	13.4	33	6	27		100	100	86	29.8	WEATHERED SHALE gray soft to moderately hard
			N = 50/1	6.6									
	35		N = 50/1	6.5									
													Bottom of boring 39 feet

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
Approximate Boring Location:
West

LOG A GNNL01 CEC-24-03.GPJ DT_HINDERLITER_20180222.GDT 3/20/24

LOG OF BORING B-3

SHEET 1 of 1

Hinderliter Geotechnical Engineering
4071 NW 3rd Street
Oklahoma City, OK 73107
Telephone: (405) 942-4090
Website: HinderliterGeo.com

CLIENT: CEC Coporation
PROJECT: Art Project
LOCATION: 815 S. Riverside - Tulsa, Oklahoma
NUMBER: CEC-24-03
DATE(S) DRILLED: 3/11/24

DRILLING METHOD(S):
CME-45 truck-mounted drill. 6" solida augers. SPT penetration testing & sampling.

GROUNDWATER INFORMATION:
Groundwater encountered at approximately 26 feet while drilling. No groundwater observed after boring completion.

SURFACE ELEVATION: 98

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	MINUS NO. 4 SIEVE (%)	MINUS NO. 10 SIEVE (%)	MINUS NO. 40 SIEVE (%)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
													4" ACC Pavement
	5		N = 4	13.3									SILT with SAND (ML) red soft to medium stiff
			N = 5	1.5									
			N = 4	10.3									
	10		N = 6	10.9									
	15		N = 11	17.9	NP	NP	NP		100	100	98	78.4	light red below 13 feet
	20		N = 7	21.2									LEAN CLAY with SAND (CL) gray medium stiff to stiff
	25		N = 19	10.7									SILTY SAND (SM) yellowish brown medium dense
	30		N = 50/6	17.5									WEATHERED SHALE gray soft to moderately hard
			N = 50/3	10.8									Bottom of boring 34 feet

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
Approximate Boring Location:
North

LOG A GNNLD1 CEC-24-03.GPJ DT_HINDERLITER_20180222.GDT 3/20/24

APPENDIX B
LABORATORY TESTING PROGRAM

GENERAL

Laboratory tests were performed on select, representative samples to evaluate pertinent engineering properties of these materials. We directed our laboratory testing program primarily toward classifying the subsurface materials as well as measuring index values of the on-site materials. Laboratory tests were performed in general accordance with applicable standards. The results of the laboratory tests are presented on the respective coring logs. The laboratory testing program consisted of the following:

- **Moisture content tests**, ASTM D 2216, Standard Test Method for Laboratory Determination of Water
- **Atterberg limits**, ASTM D 4318, Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- **No. 200 sieve**, ASTM D 1140, Standard Test Methods for Amount of Material in Soils Finer Than the No. 200 Sieve
- **Visual classification**, ASTM D 2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)
- **Moisture Density Test,** AASHTO T-99, Standard Method for Test For Moisture-Density Relations of Soils Using a 2.5-kg (5.5. lb) Rammer and a 305-mm (12-in.) Drop

CEC®

13801 N. Meridian Ave.
Oklahoma City, OK 73134
Phone:(405) 753-6840

Geotechnical Lab Summary

Report Date: 03/19/2024 **Date Sampled:** 03/12/2024
Project: Art Project - CP 23-14, 815 S. Riverside - Geotechnical Testing **Sampled By:** HGE

Location: CP 23-14 815 S. Riverside

Client: City of Tulsa

Lab No: 1850
Report No: 1850-828
Page 1 of 2

TEST RESULTS

Sample Location	Depth	Color	Soil Description	Class.	LL	PI	% Moisture	Percent Passing 3/8" Sieve	#4 Sieve	#10 Sieve	#40 Sieve	#100 Sieve	#200 Sieve
B1 S1	1' - 2.5'	Red	Sandy Silt	SM			10.6						
B1 S2	3.5' - 5'	Red	Silt w/ sand	A-4 (0)	NV	NP	9.0			100.0	100.0	90.5	78.5
B1 S3	6' -7.5'	Red	Sandy Silt	SM			10.0						
B1 S4	8.5' - 10'	Red	Sandy Silt	SM			10.4						
B1 S5	13.5' - 15'	Red	Sandy Silt	SM			9.5						
B1 S6	18.5' - 20'	L. Brown	Lean Clay w/ Sand	A-6 (14)	33	22	18.6			100.0	97.4	82.1	74.7
B1 S7	23.5' - 25'	Tan	Sand	SM			7.3						
B1 S8	28.5' - 30'	Black	Silty Clay	CL			13.5						
B1 S9	33.5' - 35'	D. Brown	Clayey Shale	CL			9.9						
B2 S1	1' - 2.5'	Red	Sandy Silt	SM			9.4						
B2 S2	3.5' - 5'	Red	Sandy Silt	SM			9.8						
B2 S3	6' -7.5'	Red	Sandy Silt	SM			10.0						
B2 S4	8.5' - 10'	Red	Sandy Silt	SM			10.4						
B2 S5	13.5' - 15'	Red	Sandy Silt	SM			8.3						
B2 S6	18.5' - 20'	L. Brown	Lean Clay	A-6 (19)	33	21	18.2			100.0	99.9	99.2	96.9
B2 S7	23.5' - 25'	Tan	Clayey Sand	SM			11.3						
B2 S8	28.5' - 30'	D. Brown	Lean Clay w/ Sand	A-6 (16)	33	27	13.4			100.0	85.8	78.6	29.8
B2 S9	33.5' - 35'	Black	Clayey Shale	CL			6.6						
B2 S10	38.5' - 40'	Black	Clayey Shale	CL			6.5						

1-ec CEC Corporation Attn: Brett Cowan
1-ec Hinderliter Geotechnical Engineering
Attn: Mark Hinderliter

Respectfully Submitted,
CEC Corporation

LICENSED PROFESSIONAL ENGINEER
BRETT
A. COWAN
21935
OKLAHOMA

Brett Cowan, Geotechnical Engineer 03/19/2024

REPORT CREATED BY ElmTree SYSTEM

CEC®

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B-3 S-1	1' - 2.5'	Red	Sandy Silt	SM			13.3						
B-3 S-2	3.5' - 5'	Red	Sandy Silt	SM			1.5						
B-3 S-3	6' -7.5'	Red	Sandy Silt	SM			10.3						
B-3 S-4	8.5' - 10'	Red	Sandy Silt	SM			10.9						
B-3 S-5	13.5' - 15'	Red-Brown	Silt w/ Sand	A-4(0)	NV	NP	17.9			100.0	98.2	84.8	78.4
B-3 S-6	18.5' - 20'	Brown	Clay	CL			21.2						
B-3 S-7	23.5' - 25'	Tan	Sandy Silt	SM			10.7						
B-3 S-8	28.5' - 30'	D. Brown	Clay w/ Silt&Sand	CL			17.5						
B-3 S-9	33.5' - 35'	D. Brown	Silty Lean Clay	CL			10.8						

Remarks: CEC-24-03
Test Methods: AASHTO T11, T88, T89, T90, T99, T255, OHDL-49; ASTM D1140, D422, D4318, D698, D2216, C1580

1-ec CEC Corporation Attn: Brett Cowan
1-ec Hinderliter Geotechnical Engineering
Attn: Mark Hinderliter

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____
(Must be Respondent's company name as reflected on its organizational documents filed with the state in which Respondent is organized)

State of Organization:

_____

Respondent's Type of Legal Entity: (check one)

☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Limited Liability Company
☐ Limited Partnership
☐ Limited Liability Partnership
☐ Limited Liability Limited Partnership
☐ Other: _____

Respondent's Address: _____
Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:	**Contact for Legal Notice:**
Name: _____	Name: _____
Title/Position: _____	Title/Position: _____
Street: _____	Street: _____
City: _____	City: _____
State: _____	State: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

How did you learn about this business opportunity with the City of Tulsa?

☐ Email from Assigned Buyer
☐ City of Tulsa Website
☐ Tulsa World posting
☐ Purchasing search engine
☐ Industry colleague
☐ Other:

Price Sheet Summary

Respondent's Legal Name: _____
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Please present a fee total for professional services for the design and installation of a Route 66 Roadside Attraction placemaking piece of artwork at 815 South Riverside Drive, Tulsa, OK 74127

Proposed Fee Total: $ _____

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

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AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
)ss.
COUNTY OF_____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.

2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and

3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
   a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
   b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.

6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature
Title: _____

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

_____
Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write “None” if applicable).

_____

_____

_____

_____

_____

_____

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

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APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent ("Seller") for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.

2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.

3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.

4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller's subcontractors under the scope of this Agreement.

5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.

6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.

7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.

10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

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RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with Your proposal.

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	**INCLUDED?**
Cover Letter	
Proposal Narrative	
Respondent Information Sheet **(required form)**	
Price Sheet Summary **(required form)**	
Affidavit (Non-Collusion, Interest & Claimant) **(required form)**	
Acknowledgement of Receipt of Addenda **(required form)**	
City of Tulsa General Contract Terms **(required form)**	
Additional Information (Optional)	

Please Return Entire RFP Packet

PACKING LABEL

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Respondent Submission For:
RFP# 24-327
RFP DESCRIPTION: Route 66 Roadside Attraction

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