CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
PROJECT NO. 146120
IMPROVE OUR TULSA 1
TULSA POLICE DEPARTMENT
UNIFORM DIVISION RENOVATIONS
GILCREASE & RIVERSIDE DIVISIONS

ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY

PREPARED BY:
BKL, Inc.
1623 E. 6th St.
Tulsa, OK 74120
918-835-9588

CITY OF
TULSA
PUBLIC WORKS
Engineering

TERRY BALL, DIRECTOR

Account Numbers: 146120.Buildings.FACLITY.405N.4055200-541104

Public Works Department
175 East 2nd Street, Suite 261
Tulsa, Oklahoma 74103
(918) 596-9637

VOLUME I
# CONTRACT DOCUMENTS

**PROJECT NO. 146120 IMPROVE OUR TULSA 1 – TULSA POLICE DEPARTMENT UNIFORM DIVISION RENOVATIONS: GILCREASE & RIVERSIDE DIVISIONS**

**PUBLIC WORKS DEPARTMENT**

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NOTICE TO BIDDERS
SEALED BIDS FOR
PROJECT NO. 146120

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 26th day of July, 2024 for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

PROJECT NO. 146120 IMPROVE OUR TULSA 1 – TULSA POLICE DEPARTMENT UNIFORM DIVISION RENOVATIONS: GILCREASE & RIVERSIDE DIVISIONS

The entire cost of the improvement shall be paid from Account No. 146120.Buildings.FACLITY.405N.4055200-541104

A MANDATORY Pre-Bid Conference is scheduled for Tuesday, June 25, 2024 at 9:15 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 B.

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 Contract Administration, 175 E. 2nd St. Ste. 261, 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.

The overall aspirational Small Business Enterprise utilization goal for this project is ten (10) percent.
Attention is called to Resolution No. 18145 of August 23, 1988, requiring bidders to commit to the goal of employing on the project at least fifty percent bona fide residents of the City of Tulsa and/or MSA in each employment classification.

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

The 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 26th day of July, 2024.

Dated at Tulsa, Oklahoma, this 14th day of June, 2024.

(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. 146120 IMPROVE OUR TULSA 1 –
TULSA POLICE DEPARTMENT UNIFORM DIVISION RENOVATIONS:
GILCREASE & RIVERSIDE DIVISIONS

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.
05/24/14

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

City Attorney

ATTEST:

City Auditor

APPROVED:

City Attorney

CITY OF HILDA
FILED
AUG 2 3 1988

R-3
CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM

02.21.22
POLICY STATEMENT

The City of Tulsa (hereinafter City) is committed to implementing the City of Tulsa Small Business Enterprise (SBE) Program of the City of Tulsa, hereinafter referred to as SBE Program. The stated objectives of the programs are:

- To ensure the employment of SBE(s) in the award and administration of City agreements and contracts;
- To create a level playing field on which SBE firms can compete fairly for City contracts;
- To ensure that only firms that fully meet the eligibility standards are permitted to participate as SBE participants;
- To help remove barriers to participation in City contracts;
- To assist in the development of SBE firms so that they may graduate from the SBE Program and ultimately compete successfully in the marketplace.

GOALS BY BUSINESS CATEGORY – SBE

There are seven (7) Business Categories for the City of Tulsa: Construction Contractors (Prime and Subcontractor), Architecture / Engineering (Consultant and Subconsultant), Professional Services, Other Services, and Goods and Supplies. A general description of each category follows:

Construction
- General building contractors engaged primarily in the construction of commercial buildings.
- Heavy construction such as airport runways, bridges, plants, grading and drainage, roadways, and other municipal infrastructure.
- Light maintenance construction services such as carpentry work; electrical work; installation of carpeting; air-conditioning repair, maintenance, and installation; plumbing; and renovation.
- Other related services such as water and sewer lines and maintenance, asbestos abatement, drainage, dredging, grading, hauling, landscaping (for large construction projects such as boulevards and highways), paving, roofing, and toxic waste clean-up.

Architecture and Engineering
- Licensed Architect
- Landscape Architect
- Professional Engineer
- Professional Land Surveyor
- Construction observation
- Other professional design / construction related services
Professional Services
- Financial Services
- Legal services
- Medical services
- Educational services
- Real Estate services
- Planning services.
- Other professional services

Other Services
- Janitorial and maintenance services
- Uniformed guard services
- Computer services
- Certain job shop services
- Graphics, photographic services
- Landscaping
- Other non-technical professional services

Good and Supplies
- Office goods
- Medical supplies
- Miscellaneous building materials
- Computers

The goals are to reflect resource availability and capability. The City of Tulsa’s goal is to mitigate and close the disparity between the availability/capability versus actual utilization of SBE firms in Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa, and Wagoner counties in Oklahoma.

The City enters various agreements and contracts with the private sector for services, goods and supplies, and construction activities. The agreements or contracts may have a specific or primary deliverable associated with one of the Business Categories. However, supplementary efforts may exist to fulfill the agreement or contract. Therefore, the table below is provided to show goals for all Business Categories. Good faith efforts shall first be focused on the Business Category or Categories that relate directly to the deliverables. Additional good faith efforts shall be in supplementary efforts from other categories to assist in meeting the overall project goal.

The project goals will be monitored and periodically adjusted to address the disparity between the available / capable / willing SBE firms versus actual utilization of SBE firms. The overall project goal is 10%.

SBE firms identified for utilization in an agreement or contract must be paid from the proceeds from that agreement or contract.
CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM

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<td>Construction (Subcontractors)</td>
<td>10</td>
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<tr>
<td>Architecture / Engineering (Consultant)</td>
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<tr>
<td>Architecture / Engineering (Subconsultant)</td>
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<tr>
<td>Professional Services</td>
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</tr>
<tr>
<td>Other Services</td>
<td>10</td>
</tr>
<tr>
<td>Goods and Supplies</td>
<td>10</td>
</tr>
</tbody>
</table>

BIDDER'S ACTIONS

For a:

A. GENERAL / PRIME CONTRACTOR Contract: When the City has established SBE contract goals (hereinafter referred to as “goals”), the City will award a contract only to a bidder who makes good faith efforts to meet the goals.

B. CONSTRUCTION MANAGEMENT AT-RISK (CMAR) Contract: When the City has established SBE contract goals (hereinafter referred to as “goals”), the City will recommend award to the Construction Management (CM) firm the bidder who makes good faith efforts to meet the goals. However, Bidder(s) who are SBE(s) are not required to solicit other SBE firms but are encouraged.

The following summary outlines the procedures

Summary:

1. RECORD OF SOLICITATION FOR SBE form:
   These forms MUST be submitted with the bid documents. These documents establish the initial good faith, outreach efforts. In the event the bidder submitted the lowest bid, the SBE firms identified on these forms submitted with the bid are the only SBE firms that will be considered for establishing the bidder's projected utilization percentages for consideration of the award of bid.

2. LETTER OF INTENT TO CONTRACT WITH SBE form:
   The bidder that submits the apparent lowest bid will be notified by City staff no later than the Monday following bid opening. The apparent low bidder MUST submit these forms and the associated attachments by close of business on Thursday following bid opening. Only SBE firms documented on the RECORD(s) OF SOLICITATION FOR SBE forms submitted with the bid will be considered for establishing the bidder's projected utilization percentages for consideration of the award of bid. If Letters of Intent are not submitted, the projected utilization will be 0% and the apparent lowest bidder is subject to being deemed non-responsive.
3. ADMINISTRATIVE RECONSIDERATION:  
    If the City determines that a bidder failed to meet the requirements above, City staff will contact the bidder by phone to define the issue and clarify any miscommunications and/or inadvertent actions. If issue was not due to miscommunication and/or inadvertent actions, the bidder will be notified per the Administrative Reconsideration process defined below. If the apparent low bidder is deemed non-responsive, City staff will notify the next lowest bidder to submit their LETTERS OF INTENT TO CONTRACT WITH SBE by close of business of the 6th day following notification or may exercise its right to reject any and all bids.

4. CITY OF TULSA SBE UTILIZATION form:  
    This form is completed by the contractor (successful bidder) and submitted as part of the contract to perform the project. This form documents the “projected” utilization for the project. At the end of the project, this form is submitted with the final pay request documenting the “actual” utilization. The “actual” utilization must meet or exceed the “projected” utilization. Any change in the “projected” utilization must be documented, submitted to the City on the CHANGE REQUEST FOR SBE PARTICIPATION form, and approved by the City. Approval of the change must occur at the time of the change. If the change is a reduction and not submitted and approved per the instructions, the amount will be deducted from the contractor’s final pay request.

5. CHANGE REQUEST FOR SBE PARTICIPATION form:  
    This form documents any change to the “projected” utilization for the project. Change in utilization includes reduction, substitution, and/or increase. Utilization shall be checked with the submission of partial pay requests, but not longer than 30 day intervals throughout the project. The contractor’s acknowledgement that they have verified changes in his/her utilization is required as part of partial pay request documents. Reductions in utilization not approved prior to the final pay request will result in pay reduction to the contractor. If, at the completion of the project, the contractor has failed to meet the SBE contract goals, does not have an approved change request, and has not demonstrated good faith efforts to meet the contract goal, the contractor will be assessed liquidated damages for the difference between the contract goal and the actual SBE participation achieved.

Record of Solicitation

All bidders shall, with the submissions of their bids, show their RECORD(s) OF SOLICITATION FOR SBE that demonstrates the good faith outreach effort to meet or exceed the SBE goals established for the project.

If bidders cannot meet the established SBE goals, the bidders shall document and submit with their bid proposal, justification stating why they could not meet the established SBE goals. To demonstrate good faith efforts to meet the SBE goals, the bidders shall document their efforts to obtain SBE participation. City will review and determine that the information is complete, accurate and adequately documents the bidder’s good faith efforts before committing to the award of the contract to the bidder. In the event that the City awards a contract to a bidder who cannot meet the established SBE goals,
the findings of the City’s review shall be in written form and shall be incorporated into and become part of the contract documents.

If the bidder to whom City proposes to award the contract is able to demonstrate good faith efforts, City may accept the bidder’s proposed goal. Acceptance by the City of the bidder’s proposed goal does not release the bidder from its contractual obligation to continue to make efforts throughout the duration of the project to utilize SBE firms on the project.

All bidders shall submit with their bid the completed and signed RECORD OF SOLICITATION FOR SBE form.

Letter of Intent

The bidder must submit to the Engineering Contract Coordinator written confirmation from the SBE firms on the form LETTER OF INTENT TO CONTRACT WITH SBE that it is participating in the contract as provided in the contractor’s bid commitment. This may be submitted with the bid, but not later than the City’s close of business of the Thursday following the bid opening. The signed forms will define the contractor’s final proposed utilization and will be the basis of a final evaluation. If inadequate utilization is proposed, the bid shall be considered non-responsive.

The SBE firms submitted on the LETTER OF INTENT TO CONTRACT WITH SBE forms shall be considered binding and changes of committed SBE firms may only be made after the contract is fully executed, and may only be changed through the submission, review and approval of form CHANGE REQUEST FOR SBE PARTICIPATION.

Failure to make the written assurance (City form LETTER OF INTENT TO CONTRACT WITH SBE), which includes the names of the SBE firms to be used, the work they will perform, and the price for the work, or failure to demonstrate good faith efforts that is deemed acceptable to the City to meet or exceed the SBE goals, shall render a bid non-responsive.

It is the contractor’s responsibility to submit the information necessary for the City to ascertain compliance with the good faith efforts requirement. Extra cost involved in finding and utilizing SBE firms shall not be deemed adequate reason for the bidder’s failure to meet the project SBE goals unless such costs are grossly excessive.

In instances where a successful bidder’s SBE commitment exceeds the actual SBE contract goals, the submitted goals of the bidder become the contractual obligation.

In instances where a successful bidder’s SBE commitment is below the SBE contract goals, the submitted utilization goals become the contractual obligation.

Good Faith Efforts

The steps taken by the bidder to obtain SBE participation shall be documented in writing and shall include, but are not limited to, the following good faith efforts:
A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) in the interest of all certified SBE firms capable to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the SBE firms to respond to the solicitation. The bidder must determine with certainty if the SBE firms are interested by taking appropriate steps to follow-up on the initial solicitation.

B. Selecting portions of the work to be performed by SBE firms in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested SBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in good faith with interested SBE firms:

(1) It is the bidder’s responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBE firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBE firms to perform the work. RECORD OF SOLICITATION FOR SBE form will be submitted.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including available SBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBE firms is not sufficient justification for a bidder’s failure to meet the contract SBE goals, as long as such costs are reasonable. Also, the ability or desire of a contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBE firms to fulfill the SBE contract requirements if the price difference is excessive or unreasonable. Documentation of quotes shall be submitted to the City with the bid as part of the bidder’s record of solicitation.

E. Thoroughly analyzing the capabilities of SBE firms before determining a firm’s qualification for a project. The following shall not be legitimate causes for the rejection or non-solicitation of SBE quotes in the efforts of the contractor to meet the project goal: (1) the subcontractor’s standing, unrelated to job performance, within the industry; (2) membership in specific groups or organizations; or, (3) association with certain political and/or social organizations.

Administrative Reconsideration
CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM

If City determines that a bidder fails to meet the requirements stated above, the bidder will be provided an opportunity for administrative reconsideration. City staff will contact the bidder by phone to define the issue and clarify any miscommunications or inadvertent actions. If issue was not due to miscommunication and/or inadvertent actions, the following process will be followed:

1. The bidder will be notified by fax/email within ten working days following the bid opening.

2. The bidder will have 2 working days from time of notification to schedule a meeting for the purpose of administrative reconsideration with a City of Tulsa Attorney. Reconsideration meetings will generally be held within 7 days of notification of a bidder being determined non-responsive.

As part of this administrative reconsideration, the bidder will have the opportunity to meet in person with a City of Tulsa Attorney to present arguments concerning whether it met the goal or made adequate good faith efforts to do so. Submittal of additional information documenting solicitation, which was due with the original bid submission, will not be accepted or considered.

3. The decision on reconsideration will be made by a City of Tulsa Attorney who did not take part in the original determination that the bidder failed to meet the goal or make adequate good faith efforts to do so.

4. No awards will be made until all administrative reconsiderations as outlined herein are complete. A City of Tulsa Attorney will provide a written decision on reconsideration to the bidder. This decision will explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The determination is copied to the Contract Administrator, City Engineer, and the Director of Human Rights.

CONTRACTOR ACTIONS AFTER AWARD OF THE CONTRACT:

Counting SBE Participation Toward the Goal

When a SBE participates in a contract, only the value of the work actually performed by the SBE is counted toward the contract goal.

The entire amount of that portion of a contract that is performed by the SBE firm’s own forces is counted, including the cost of supplies and materials obtained by the SBE for the work on the contract, including supplies purchased or equipment leased by the SBE except supplies and equipment the SBE purchases or leases from their Prime Contractor.

When a SBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the clearly defined portion of the work that the SBE performs with its own forces may be counted toward the goal.
Only expenditures to a SBE contractor who performs a commercially useful function may be counted toward a SBE goal.

**Commercially Useful Function**

A SBE performs a commercially useful function when it is responsible for the execution of the work of its contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. The SBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SBE is performing a commercially useful function, City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid is commensurate with the work it is actually performing and the SBE credit claimed, and other relevant factors.

A SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of SBE participation. In determining whether a SBE is acting as a pass-through, City will examine similar transactions, particularly those in which SBE firms do not participate.

**Manufacturers and Material Suppliers**

If the materials or supplies are obtained from a certified SBE manufacturer, 100 percent of the cost of the materials or supplies will be counted toward the SBE goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials required under the contract as described by the specifications.

If the materials or supplies are purchased from a certified SBE regular dealer, 100 percent of the cost of the materials or supplies will be counted toward the SBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment described by the specification and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business as provided for in the above paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not on an ad-hoc or contract-by-contract basis.

In order for a firm to qualify as a SBE supplier of metal and/or concrete pipe, the firm must also fabricate the pipe. Metal or concrete pipe is specialty pipe which is project specific and is inspected
during the manufacturing process. This arrangement provides for no warehousing of metal or concrete pipe and essentially requires the manufacturer to be the supplier. Merely ordering pipe from the fabricator and in turn selling it to contractors is not consistent with normal industry practice. Contractors normally purchase pipe directly from the manufacturer, thus eliminating the middleman. Supplying metal or concrete pipe is viewed as brokering and is considered inconsistent with SBE program requirements.

**Change Request for SBE Participation**

Substitution or replacement of a SBE firms will only be permitted or allowed after award and execution of the City contract.

A contractor may not terminate for convenience a SBE listed in their contract (or an approved substitute SBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without City’s prior written consent.

When a SBE is terminated, or fails to complete the work of the contract for any reason, the contractor must make good faith efforts to find another SBE to substitute for the original SBE. These good faith efforts shall be directed at finding another SBE to perform at least the same amount of work (not necessarily the same work) under the contract as the SBE that was terminated, to the extent needed to meet the SBE goals established in the contract.

When the contractor obtains a substitute SBE, the contractor shall provide the Engineering Contract Coordinator with copies of the CHANGE REQUEST FOR SBE PARTICIPATION form and supporting documentation.

If the contractor is unable to replace the SBE with another SBE, then the contractor must provide City with evidence in writing that they have made a good faith effort. The contractor must submit to the Engineering Contract Coordinator a CHANGE REQUEST FOR SBE PARTICIPATION form along with documentation to support they have made a good faith effort. City may adjust the goal as appropriate.

In the case where a contractor cannot meet the SBE goals of a contract, he or she should request a change of that portion of the SBE goal, which cannot be met. The request will be subject to the following:

- A written request for change will be initiated by the contractor at the time he or she reasonably knows that despite good faith efforts the contract goal cannot be achieved. The request will be included on the CHANGE REQUEST FOR SBE PARTICIPATION form and will contain written document all good faith efforts made to meet the goal as well as the reason for the change.

- The request for change, CHANGE REQUEST FOR SBE PARTICIPATION form, will be submitted for review to the Engineering Contract Coordinator. The City will make the decision on the approval or denial of the change request and inform the contractor.
If, at the completion of the project, the contractor has failed to meet the SBE contract goals, does not have an approved change request, and has not demonstrated good faith efforts to meet the contract goal, the contractor will be assessed liquidated damages for the difference between the contract goal and the actual SBE participation achieved. The City shall deduct the liquidated damages from the final payment. In the event insufficient earnings remain for the reduction of liquidated damages, the City may claim against the contractor's bond, suspend the contractor under performance suspension, withhold further proposals, suspend prequalification and/or other remedies available under the law.

In those instances when the goal is not met due to a change in quantity, which occurs through no fault of the contractor, but due to City and/or changed site conditions, a change request will be recommended by Field Engineering at the time the change becomes known, but not later than the next progressive payment application from the contractor which covers the work identified for the SBE firm. The change request will include the statement of quantity change(s). The contractor shall endeavor, with good faith efforts, to mitigate underruns by utilizing other SBE firms.

Change in utilization includes reduction, substitution, and/or increase. Utilization shall be checked with the submission of each partial pay request, but not longer than 30 day intervals throughout the project. The contractor's acknowledgement that they have verified changes in his/her utilization is required as part of partial pay request documents. Reductions in utilization not approved prior to the final pay request, will result in pay reduction to the contractor.

If a contractor fails to comply with this section, appropriate administrative remedies may be taken including, but not limited to:

- No additional progressive payments may be processed
- Refusal to issue proposals
- Liquidated damages
- Suspension of work on the project
- Suspension of prequalification
- Termination of the contract

Prompt Payments

To ensure that contractors' obligations under City contracts are met, the contractor shall endeavor to pay all subcontractors for satisfactory performance of their contracts no later than fifteen (15) calendar days after receipt of each progressive payment from City. The contractor must further endeavor to make prompt release of retainage held to the SBE within thirty days after the work is satisfactorily completed, whether the contractor's work is complete or not. The term "satisfactorily completed" is defined as when; 1) City finds the work completed in accordance with the Plans and Specifications; 2) any required paperwork, including material certification, payrolls, etc., have been received and approved by City; 3) Field Engineering has determined the final quantities on the subcontractor's portion of the work; and 4) Contractor has received progressive payments from City which includes subcontractors' work.
In an effort to accelerate payments to subcontractors, the City may pay the Contractor for acceptable material stockpiled or delivered to the project, at other approved or designated locations, or at a plant site required for Contractor’s operations as approved by the City. This is governed by Oklahoma Department of Transportation Standard Specifications for Highway Construction 2009 or latest edition.

Contractor shall endeavor to include invoices from SBE for materials on hand, partially completed work, or complete work on the earliest partial payment request submitted to the City. It is incumbent on the SBE to submit invoices to the Contractor in a timely manner.

Failure to comply with the prompt payment and return of retainage provisions of the contract may result in sanctions under the contract, as listed below:

- Refusal to issue proposals
- Liquidated damages
- Suspension of work on the project
- No additional progressive payments may be processed
- Suspension of prequalification

Any delay or postponement of payment among the parties may take place only for good cause, with City written approval. The explanation from the contractor must be made in writing to the City.

Record Keeping Requirements

The contractor shall keep such records as are necessary to determine compliance with the SBE contract obligations. The records kept by the contractor will indicate:

1. The name(s) of SBE firms or other subcontractors, the type of work being performed, and payment for work, services and business.

2. Documentation of correspondence, verbal contracts, telephone calls, etc., to obtain services of SBE firms on the project.

Upon request, the contractor shall submit all subcontracts, purchase orders, contracts, agreements, and financial transactions, including canceled checks, executed with SBE firms with the reference to records referred to in this provision, in such form, manner, content prescribed by City.

The contractor should list all SBE firms in the contract and summarize total amounts paid to SBE firms and the project goal amount for each SBE firm.

Reciprocity

The City will grant reciprocity of membership in the SBE program to certified Oklahoma Department of Transportation Disadvantaged Business Enterprises which are located in the Tulsa Metropolitan Statistical Area.
CITY OF TULSA
BIDDER'S AFFIDAVIT FOR
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION GOALS

STATE OF
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 bidder
agrees to fully comply with the City of Tulsa's Resolution requiring that a good faith effort be
made to utilize small business enterprises as subcontractors.

Affiant further states that s(he) will document on pages SBE-2BID, -3BID, -4BID, and -5BID
for public record, his/her good faith efforts in solicitation.

Affiant further states that s(he) is responsible for having like requirements placed upon any
subcontractor of said bidder.

Affiant further states that s(he) has read and agrees to the current CITY OF TULSA,
OKLAHOMA SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
FOR BID OPENING AND AWARD SYSTEMS.

__________________________
BIDDER (Company Name)

__________________________
SIGNED

__________________________
TITLE

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

__________________________
NOTARY PUBLIC

MY COMMISSION EXPIRES:

__________________________
SBE-1BID

07 Affidavit Resolution SBE I BID 20180123
RECORD OF SOLICITATION FOR SMALL BUSINESS ENTERPRISE (SBE)  
(MUST BE SUBMITTED WITH BID)

| - Project Name:                                                                 |
| - Project Number:                                                              |
| - Prime Contractor:                                                            |
| - Prime Contractor Representative:                                             |
| **Consultants, Subcontractors, Service, Regular Dealers, Material Suppliers, & Fabricators:** |
| - Contact Date(s):                                                            |
| - Name of Company:                                                             |
| - Address (Street, City, County, State):                                       |

| - City of Tulsa SBE: ☐ Yes ☐ No |
| - City of Tulsa SBE Certificate Number:                                      |
| - Other SBE Certificate Number(s):                                          |

| - Company Contact Person:                                                   |
| - Phone No.: Email:                                                          |
| - Description of Work:                                                       |

| - Contract Documents provided to and/or reviewed by Company: ☐ Yes ☐ No |
| - Will City of Tulsa SBE be utilized? ☐ Yes ☐ No |
| - If Yes, Estimated Agreement Amount: $ |
| - If No, description of reasons why agreement could not be reached for City of Tulsa SBE to perform work: |

SBE – 2BID
LETTER OF INTENT
TO CONTRACT WITH SMALL BUSINESS ENTERPRISE (SBE)
(Must be submitted by close of business on Thursday following bid opening)

Public Works Department, Attn: Contracts Coordinator
CITY OF TULSA
2317 South Jackson, N-103
Tulsa, Oklahoma 74107
Ph.: 918.596.9637
Fax: 918.596.1299

Project Name: ____________________________________________
Project Number: __________________________________________
Submittal Date: ____________________________________________

Prime Contractor

HEREBY, intends to subcontract items of work generally described as

________________________________________________________________________
to:

________________________________________________________________________

SMALL BUSINESS ENTERPRISE

Total amount of participation by City of Tulsa SBE: $ ____________________________
(City of Tulsa SBE, quote must be attached)

City of Tulsa SBE: ☐ Yes ☐ No
City of Tulsa SBE Certificate Number: __________________________________________
Other SBE Certificate Number(s): ____________________________________________

SMALL BUSINESS ENTERPRISE PRIME CONTRACTOR

Signature: _____________________________________________________________
Title: _________________________________________________________________
Date: _________________________________________________________________

Signature: _____________________________________________________________
Title: _________________________________________________________________
Date: _________________________________________________________________

Signatures of Authorized representatives of the Prime Contractor and the City of Tulsa SBE firm above represent the written commitment by the Prime Contractor to subcontract with the City of Tulsa SBE firm and a written commitment by the City of Tulsa SBE firm to subcontract for work as described in the attached quote.

This form, along with the City of Tulsa SBE firm’s quote must be submitted to the City with the executed Contract documents. If this form is not received, the proposed utilization will NOT be counted as part of the Prime Contractor’s agreement. This may cause the agreement to be considered non-compliant and be rejected by the City of Tulsa.

09 Letter of Intent for SBE3 BID 20180123

SBE – 3BID
CHANGE REQUEST
FOR SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

Project Name: 

Project Number: 

Prime Contractor: 

CHANGE: From / To (fill in both sides)  OR  ADD: To (fill in this side only) 

FROM:
Name: 
City of Tulsa SBE: ☐ Yes ☐ No 
City of Tulsa SBE Certificate Number: 
Other SBE Certificate Number(s): 

TO:
Name: 
City of Tulsa SBE: ☐ Yes ☐ No 
City of Tulsa SBE Certificate Number: 
Other SBE Certificate Number(s): 

Change in service to be performed: 

Change in amount of participation by City of Tulsa SBE: $ 

Reason for Change: 

NOTE: Attach a copy of the Letter of Intent for the original City of Tulsa SBE and a new Letter of Intent for the proposed City of Tulsa SBE.

PRIME CONTRACTOR  SBE SUBCONTRACTOR

Signature: ___________________________ Signature: ___________________________

Date: ___________________________ Date: ___________________________

Title: ___________________________ Title: ___________________________

Approved / Disapproved: ___________________________ Date: ___________________________

Public Works Design Engineering Manager (Planning, Design, or Field)

Approved / Disapproved: ___________________________ Date: ___________________________

Public Works Contracts Coordinator

Distribution: Tulsa Authority for Economic Opportunity
Public Works Design/Public Works Department (Planning, Design, or Field)

SBE – 4BID
CITY OF TULSA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION

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<th>Project No.</th>
<th>Contractor</th>
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<td>Project Name</td>
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<tr>
<th>Name</th>
<th>Business Category</th>
<th>Projected Dollars</th>
<th>Actual Dollars</th>
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**Projected Contract %**  
**Actual Contract %**  
**Total**

**PROJECTED:**

Contractor Representative

Date

**ACTUAL (Update and Submit with Final Payment):**

Contractor Representative

Date

NOTE: REFER TO UTILIZATION INSTRUCTIONS

SBE – 5BID

11 Utilization Table SBE5 BID 20180123
(Must be submitted at time of Bid)

CITY OF TULSA

RESOLUTION NO. 7404

AFFIDAVIT OF COMPLIANCE

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

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

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

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

Company: __________________________

Signed: __________________________

_______________________________
Title

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

_______________________________
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_______________________________
COMMISSION NO.: __________________

Resolution No. 7404

RAC-1
(Must be submitted at time of Bid)
CITY OF TULSA
50% RESIDENT RESOLUTION
AFFIDAVIT FOR BID

STATE OF )
) ss:
COUNTY OF )

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

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

______________________________
BIDDER (Company Name)

______________________________
SIGNED

______________________________
Title

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

______________________________
NOTARY PUBLIC

MY COMISSION EXPIRES:

______________________________
COMMISSION NO.:

RRA-1
(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.: ____________________________________________

NA-1
(Must be submitted at time of bid)

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF

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__.

________________________________________________________

MY COMMISSION EXPIRES:

COMMISSION NO.: ________________________________

BR-1
(Must be submitted at time of bid)

INTEREST AFFIDAVIT

STATE OF __________________________)

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.

IA-1
ELECTRONIC BID PROPOSAL INSTRUCTIONS - EXCEL SPREADSHEET

TULSA POLICE DEPARTMENT UNIT DIVISION RENOVATIONS
PROJECT NO. 146120

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 Data Input cells.
4. Review all data input and check calculations to ensure accuracy of Bid.
5. Print 1 hardcopy of the “PROPOSAL” tab, BID FORM and the “SIGNATURE PAGE” tab.
6. Complete and sign the “Signature Page” document.
7. Submit hardcopy and electronic disk with Contract Documents and Specifications for Bid opening date.

AGREEMENT FOR USING ELECTRONIC BID PROPOSAL

By and Between: BKL, Inc., (ARCHITECT/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. 146120. In no event shall the information be used for any other purpose or be released to third parties without the written consent of the ARCHITECT/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. ARCHITECT/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 ARCHITECT/ENGINEER has and retains ownership of the electronic media. ARCHITECT/ENGINEER does not warrant or guarantee that the electronic data is compatible with RECIPIENT’S computer hardware or software, and ARCHITECT/ENGINEER’S responsibility for the electronic media is limited to replacement of defective media for a period of thirty (30) days after
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 300 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 BASE BID PLUS ADDITIVE ALTERNATES NO. GID-01 thru GID-08 and RID-01 thru RID-10. THE ITEMS IN ADDITIVE ALTERNATES NO. GID-01 thru GID-08 and RID-01 thru RID-10 MAY OR MAY NOT BE INCLUDED IN THE CONTRACT AWARD AT THE SOLE DISCRETION OF THE CITY OF TULSA. ANY PROPOSAL SUBMITTED WITH THE ADDITIVE ALTERNATES NO. GID-01 thru GID-08 and RID-01 thru RID-10 INCOMPLETE SHALL BE CONSIDERED NON-RESPONSIVE.

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

**TULSA POLICE DEPARTMENT UNIT DIVISION RENOVATIONS**  
**PROJECT NO. 146120**

## Gilcrease & Riverside Divisions

<table>
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<th>Item No.</th>
<th>Spec Section</th>
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**Total Gen Req & Owners Allowance**  
$90,000.00

## Gilcrease Division

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**RID 060** 102800 48” SHOWER ROD, HOOKS AND 1 CURTAIN  EA 2
**RID 061** 102800 42X48 INCH MIRROR  EA 1
**RID 062** 102800 72X48 INCH MIRROR  EA 1
**RID 063** 102800 74X36 INCH MIRROR  EA 3
**RID 064** 102800 86X48 INCH MIRROR  EA 1
**RID 065** 102800 ADA BENCH  EA 2
**RID 066** 102800 ROBE HOOK  EA 12
**RID 067** 102800 CORNER SHOWER SHELF  EA 4
**RID 068** 102800 FOLDING SHOWER SEAT  EA 2
**RID 069** 102800 FREE STANDING SOAP DISPENSER  EA 6
**RID 070** 102800 GRAB BAR -18”  EA 6
**RID 071** 102800 GRAB BAR - 36”  EA 8
**RID 072** 102800 GRAB BAR - 42”  EA 4
**RID 073** 102800 PAPER TOWEL & WASTE COMBO 12 GAL  EA 2
**RID 074** 102800 PAPER TOWEL & WASTE COMBO 18 GAL  EA 2
**RID 075** 102800 RELOCATE SANITARY NAPKIN DISPOSAL  EA 1
**RID 076** 102800 SANITARY NAPKIN DISPOSAL  EA 3
**RID 077** 102800 SEAT COVER DISPENSER  EA 2
**RID 078** 102800 TOILET PAPER HOLDER WITH SHELF  EA 6
**RID 079** 102800 TOILET PARTITION AT URINAL  EA 1
**RID 080** DIV 22 WATER CLOSET AND FLUSH VALVE  EA 6
**RID 081** DIV 22 SHOWERS  EA 4
**RID 082** DIV 22 LAVATORIES  EA 6
**RID 083** DIV 22 URINAL AND FLUSH VALVES  EA 3
**RID 084** DIV 23 EXHAUST FAN  EA 1
**RID 085** DIV 23 RELOCATE THERMOSTATS SYSTEMS THROUGHOUT  EA 1
**RID 086** DIV 23 REROUTE NECESSARY HVAC SYSTEM  SYS 1
**RID 087** DIV 23 REWORK OF GRILLE AND DIFFUSERS SYSTEMS WITH CFM ADJUSTMENTS  SYS 1
**RID 088** DIV 23 TEST AND BALANCE OF EXISTING SYSTEM  SYS 1
**RID 089** DIV 26 ELECTRICAL AT CHARGING STATIONS  SYS 1
**RID 090** 260000 ELECTRICAL FOR BUILDING SIGNAGE AT ENTRY  SYS 2
**RID 091** 260000 MISC ELECTRICAL SYSTEMS (INCLUDING ELECTRICAL FOR EXHAUST FAN, NEW RECEPTACLES (12), AND CONSTRUCTION SUPPORT)  SYS 1
**RID 092** 265119 FIXTURE TYPE A - 2X4 LIGHTING  EA 48
**RID 093** 265119 FIXTURE TYPE AE - 2X4 LIGHTING  EA 21
**RID 094** 265119 FIXTURE TYPE CE - 2X2 LIGHTING  EA 2
**RID 095** 265119 FIXTURE TYPE H - RECESSED CAN LIGHTS  EA 9
**RID 096** 321216 CONCRETE SIDEWALK  SY 5
**RID 097** 321216 CURB RAMPS  EA 3
**RID 098** 323113 FENCING  LF 189
**RID 099** 323113 PRIVACY SCREENING  LF 189

**TOTAL BASE BID - RID**

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TOTAL BASE BID (ITEMS 001+002)+(GID #003 thru 116)+(RID #003 thru 99) $90,000.00

TOTAL BASE BID plus ALTERNATES GID-01 thru GID-08 plus ALTERNATES RID-01 thru RID-10 $90,000.00
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<td>TOTAL (BASE BID + ADD ALTERNATES GID 1 thru 8 + RID 1 thru 10)</td>
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Enclosed is a ( ) Bidder’s Surety Bond, ( ) Certified Check, ( ) Cashier’s Check for

______________________________

Words

______________________________

Dollars ($__________________) Figures

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

Dated at Tulsa, Oklahoma, this ______ day of ________________________, 20__.

Respectfully submitted,

______________________________

(Complete legal name of company)

(STATE OF ORGANIZATION)

By:

______________________________

Title: Corporate Secretary
Printed Name:

(SEAL)

Address: _______________________

______________________________

Telephone Number: _____________ Fax Number: ________________

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

______________________________

P - 9
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."

CM-1
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:kt
(Must be submitted at time of bid)

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF

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.:
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 ____________________________ (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. 146120 IMPROVE OUR TULSA 1 -
TULSA POLICE DEPARTMENT UNIFORM DIVISION RENOVATIONS:
GILCREASE & RIVERSIDE DIVISIONS

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:

C-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: 300 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: ________________________ (SEAL)

___________________________ Date: ________  __________________________ Date: ________
Mayor                          City Clerk

APPROVED:

___________________________ Date: ________  __________________________ Date: ________
City Attorney                  Director

CONTRACTOR

By: ________________________

Printed Name __________________________

___________________________ Date: ________  __________________________ Date: ________
Title                          Title

ATTEST:

___________________________
Corporate Secretary

(SEAL)
AFFIDAVIT

STATE OF ________________)

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:

__________________________________, ____.

C-4
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 ________________ ($0.00). 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. 146120 IMPROVE OUR TULSA 1 – TULSA POLICE DEPARTMENT UNIFORM DIVISION RENOVATIONS: GILCREASE & RIVERSIDE DIVISIONS

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: ( SEAL )

____________________ Date: ____________________ Date:
Title: Title:

____________________ Date: ____________________ Date:
Attorney In Fact ** Surety ( SEAL )

**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. 146120 for the construction of certain public improvements Consisting of Improve Our Tulsa 1 – Tulsa Police Department Uniform Division Renovations: Gilcrease & Riverside Division 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 _______________________, (0.00), 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.
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
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. 146120 Improve Our Tulsa 1 – Tulsa Police Department Uniform Division Renovations: Gilcrease & Riverside Division

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.

MB-1
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: ________________________________
Date: _______________ Date: _______________
Title: ________________________________ Title: ________________________________

______________________________ Date: _______________
Attorney-In-Fact **

______________________________ Date: _______________
Surety ( SEAL )

** 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

MB-2
AFFIDAVIT OF CLAIMANT

STATE OF ______________________

COUNTY OF ____________________

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

By: ______________________________
   Signature

Name: ______________________________

Company: __________________________

Title: ______________________________

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

____________________________________
Notary Public

My Commission Expires: ______________________________

Notary Commission Number: __________________________
GENERAL

CONDITIONS
GENERAL CONDITIONS OF CONTRACT

GC-1. SCOPE:
The Contract stipulations, which follow, are general in scope and may refer to conditions 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
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 judgment of the Engineer as to the Work, it is intended that such requirement, direction, review, or judgment 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 employee, officer, or agent thereof, for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things required by this Contract to be done or performed, or for injury or damage caused by negligence or willful act of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of Subcontractors, workmen, 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, judgments, 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 judgments 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.
SPECIAL

PROVISIONS
SPECIAL PROVISIONS

CITY OF TULSA PROJECT SECURITY

1.1 CITY OF TULSA PROJECT SECURITY

A. All employees of the Contractor that will be on site shall register with the City of Tulsa Construction Manager and will be issued an identification badge specific to this project that must be worn at all times for access to the project and to work on site. Visitor badges will be issued for persons temporarily on site such as material delivery persons. Contact Amber Avey (918)596-9643 or Carl McClure (918)591-4071 for obtaining ID and visitor badges.

B. The requirements for Project Security at all times are as follows: Per Oklahoma State law O.S. Title 57, §§583-584, anyone required to register as a sex offender do so with the City of Tulsa Construction Manager, all employees must be legal citizens of the U.S. or have current work visa. All employees and must have valid identification for background investigation, which includes U.S. Driver's license, Social Security card, birth certificate, passport, and/or INS card. The Contractor must certify to the City of Tulsa Construction Manager that they have not employed any person on this site that does not meet these requirements.

C. The requirements for project security once the building shell is in place, the building closed in, and indoor work commences are as follows: No employees that have felonies within ten years; note, any misdemeanors or felonies within twenty years are subject to scrutiny; No employees that have current criminal proceedings regarding sex offenses, acts of violence, fraud, embezzlement, and/or burglaries; and No employees with outstanding warrants. All employees of Contractor on site will be required to have an Oklahoma State Bureau of Investigation Criminal History Record Information check processed and on file with this Contractor. This Contractor shall be responsible for the expense of said background checks as part of this package. The Contractor must certify to the City of Tulsa Construction Manager that they have not employed any person on this site that does not meet the requirements.

D. There is no cost for badges or background checks as long as badges are returned after the project is completed. However if a badge is issued and subsequently lost, there is then a $15 replacement fee charged before a new badge is issued.

END OF SECTION
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 300 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.
1.1 ENVIRONMENTAL ISSUES

A. Contractor shall immediately report to Owner (City of Tulsa):
   1. Any environmental issue, whether observed, uncovered, exposed, caused or created;
   2. Any activity, action or failure to act, which may be causative of increased environmental liability, degradation of the environment, or that could adversely affect or impact human health and/or safety.

B. No action by Owner shall be deemed to relieve Contractor of these requirements.

C. All Work performed and all Work subcontracted shall comply with all Local, State and Federal laws and regulations.

D. Disposal of any material, including but not limited to waste, excess, spoil, or overburden, shall be done in a manner to comply with any and all Local, State and Federal laws and regulations.

END OF SECTION
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

REMOVAL OF CASTINGS

1.1 REMOVAL OF CASTINGS

A. 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.

B. 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.

C. 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.

END OF SECTION
SPECIAL PROVISIONS

UTILITY RELOCATIONS AND DESIGN ISSUES

1.1 UTILITY RELOCATIONS AND DESIGN ISSUES

A. 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.

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

END OF SECTION