



PUBLIC WORKS
Engineering

DATE:
November 3, 2025

TO:
Plan Holders
Contractors

FROM:
Jenna Richardson
918-596-9637
jennarichardson@cityoftulsa.org

EMAIL TRANSMITTAL

ADDENDUM NO. 1

PROJECT NO. 2036N5027Z & TMUA-W 22-19
REHABILITATION OF NON-ARTERIAL STREET MAINTENANCE
ZONE 5027

Number of pages: **9**

All addenda to the contract documents should be denoted on the
last page of the Proposal in the space provided.

Thank you,
Contract Administration



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Engineering

DATE:
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**ADDENDUM NO. 1
TO
PROJECT NO. 2036N5027Z & TMUA-W 22-19
REHABILITATION OF NON-ARTERIAL STREET MAINTENANCE ZONE 5027**

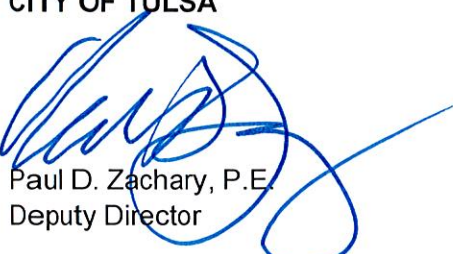
This Addendum No.1 consisting of (2) two items, submitted by City of Tulsa, is hereby made a part of the Contract Documents to the same extent as though it were originally included therein and shall supersede anything contained in the Plans and Specifications with which it might conflict. **All addenda to the contract documents should be denoted on the last page of the Proposal in the space provided.**

This Addendum No. 1 consists of the following:

1. **Replace** the Contract Document Pages (C1-C4) with the **attached Contract Document Pages (C1-C4).**
2. **Replace** the Notice to Bidder Pages (NTB1-NTB2) with the **attached Notice to Bidder Page (NTB1-NTB3).**

All other provisions of the Plans and Specifications shall remain in full force and effect.

CITY OF TULSA



Paul D. Zachary, P.E.
Deputy Director

HAS/DDH/JR/ma

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

THIS CONTRACT made and entered into the ____ day of _____, 2025, by and between ____ an (list state) _____ (Corporation or Limited Liability Company) of _____, Oklahoma, hereinafter called the "CONTRACTOR", and the CITY OF TULSA - TULSA, OKLAHOMA, a Municipal Corporation, herein called the "CITY."

WITNESSETH:

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

**PROJECT NO. 2036N5027Z & TMUA-W 22-19
REHABILITATION OF NON-ARTERIAL STREET MAINTENANCE ZONE 5027**

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

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

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

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

PROJECT NO. 2036N5027Z & TMUA-W 22-19
REHABILITATION OF NON-ARTERIAL STREET MAINTENANCE ZONE 5027

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: __ 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.

ARTICLE VI. If the Contractor has 10 or more full-time employees, and this contract exceeds \$100,000 in total value, Contractor acknowledges and agrees that, in accordance with and pursuant to 21 O.S. 1289.31, Contractor verifies to City that: (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

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

this _____ day of _____, 2025.

CITY OF TULSA, OKLAHOMA
a municipal corporation

By: _____

ATTEST: (S E A L)

Mayor

Date: _____

City Clerk

Date: _____

APPROVED:

APPROVED:

City Attorney

Date: _____

Director

Date: _____

CONTRACTOR

By: _____

Printed Name _____

Title

Date: _____

Title

Date: _____

ATTEST:

Corporate Secretary

(S E A L)

AFFIDAVIT

STATE OF _____)
)ss
COUNTY OF _____)

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

Signature

Subscribed and sworn to before me this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

_____, _____.

Published in the Tulsa World:
October 3, 6, 7, 8, 9 & 10 2025

**NOTICE TO BIDDERS
SEALED BIDS FOR
PROJECT NO. 2036N5027Z & TMUA-W 22-19
REHABILITATION OF NON-ARTERIAL STREET
MAINTENANCE ZONE 5027**

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 7th day of November, 2025** for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

**PROJECT NO. 2036N5027Z & TMUA-W 22-19
REHABILITATION OF NON-ARTERIAL STREET
MAINTENANCE ZONE 5027**

The entire cost of the improvement shall be paid from Account No.
2036N5027Z.Streets.NArtRhb.4285.42853200-541106
2531W00010.WaterDist.Water.7400.74003300-541101

A **MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, October 14th, 2025 at 9:30 a.m.** and will be held through video conferencing with Microsoft Teams, invitation presented on the City of Tulsa's website at this link:

<https://www.cityoftulsa.org/government/departments/engineering-services/construction-bids/>

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

Bids will be accepted by the City Clerk from the holders of valid pre-qualifications certificates from the City of Tulsa in one or more of the following classifications: **A or C.**

Drawings, specifications and contract documents for construction of said public improvements of the said project have been adopted by the Mayor of said City. Copies of same may be obtained at the Office of Contract Administration, 175 E. 2nd St., 13th Floor, Tulsa, OK 74103 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.

The bidding for this project is subject to a local preference law as defined in Oklahoma Statutes, Title 61, Section 103. For purposes of Section 103 a "local bid" means a bid submitted by a business entity that is duly organized and authorized to do business in the State of Oklahoma and maintains its primary office or principal place of business within the State of Oklahoma. If the conditions outlined in Title 61 are met, The City of Tulsa must select the second lowest bid if within 5% of the lowest bid and the second lowest bid is a local bid and the lowest bid is not a local bid (i.e. non-local/out of state). Accordingly, when the local bid is required to be selected under the State law, the local bidder must agree to do the work at the lowest bid price to be awarded the project.

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 7th day of November, 2025.

Dated at Tulsa, Oklahoma, this 3rd day of October, 2025.

(SEAL)

Christina Chappell
City Clerk