



CITY EXPERIENCE
City Design Studio

DATE:

December 3, 2025

TO:

Plan Holders
Contractors

FROM:

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

EMAIL TRANSMITTAL

ADDENDUM NO. 1

**PROJECT NO. SP 23-6 ROOF REPLACEMENT REED PARK
RECREATION CENTER**

Number of pages: **23**

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

Thank you,
Contract Administration



PARKS & FACILITIES
CABS – City Architectural Building Services

DATE:
December 3, 2025

ADDENDUM NO. 1
TO
PROJECT NO. SP 23-6 ROOF REPLACEMENT REED PARK RECREATION
CENTER

This Addendum No.1 consisting of one (1) item, submitted by GH2 Architects and three (3) items submitted by The 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. The attached documents list the detail items that have been modified in Addendum No. 1. These documents shall be inclusive and apply to this project.
2. **Replace** the Contract Document Pages (C1-C4) with the **attached Contract Document Pages (C1-C4).**
3. **Replace** the Notice to Bidder Pages (NTB1-NTB2) with the **attached Notice to Bidder Page (NTB1-NTB3).**
4. **Replace** the SBE Bid Utilization Instruction Pages (1-12) with the **attached SBE Bid Utilization Instruction Pages (1-13).**

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

CITY OF TULSA

A blue ink signature of Anna America, written in a cursive style, over the printed name and title.

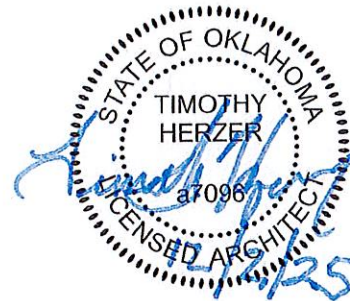
Anna America
Director


MK/PDZ/HAS/JR/kt

Project: CoT Reed Park Roof Replacement
CoT Project No.: SP 23-6
Arch Project No.: 20210085.04
Date: December 2, 2025
Addendum Number: 1

To: City of Tulsa
Parks, Culture and Recreation Department
175 E. 2nd Street, Suite 261
Tulsa, OK 74103

From: GH2 Architects, LLC
21 North Greenwood Avenue
Suite 200
Tulsa, Oklahoma 74120
918.587.6158

Professional Seal:**NOTICE**

This Addendum supplements and amends the original Bidding Documents, shall be taken into account in preparing proposals, and shall become a part of the Construction Documents. The bidder shall indicate receipt of this Addendum and all previously issued addenda on the Bid/Proposal Form.

CHANGES / CLARIFICATIONS TO PRIOR ADDENDA

None

CHANGES / CLARIFICATIONS TO THE PROJECT MANUAL/TECHNICAL SPECIFICATIONS**1. Section 016000 Product Requirements**

- 1.1 The following manufacturers and/or products are approved for use on this project subject to compliance with the plans and specifications:
- A. Section 07 5423 – TPO Membrane Roofing
- 1) All primary products specified in this section will be supplied by a single manufacturer.
- a. GAF EnergyGuard Polyiso / EverGuard FB TPO.

LIST OF ATTACHMENTS

None

END OF ADDENDUM

**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. SP 23-6 ROOF REPLACEMENT REED PARK RECREATION CENTER

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. SP 23-6 ROOF REPLACEMENT REED PARK RECREATION CENTER

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: 120 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: (SEAL)

Mayor

Date: _____

City Clerk

Date: _____

APPROVED:

APPROVED:

City Attorney

Date: _____

Director

Date: _____

CONTRACTOR

By: _____

Printed Name _____

Title

Date: _____

Title

Date: _____

ATTEST:

Corporate Secretary

(SEAL)

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:
November 7, 10, 11, 12, 13 and 14, 2025.

**NOTICE TO BIDDERS
SEALED BIDS FOR
PROJECT NO. SP 23-6**

Notice is hereby given that pursuant to an order by the Mayor of the City of Tulsa, Oklahoma, sealed bids will be received in Room 260 of the Office of the City Clerk, City of Tulsa, 175 E. 2nd Street, Tulsa, Oklahoma 74103 until **8:30 a.m. the 12th day of December, 2025** for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

**PROJECT NO. SP 23-6 ROOF REPLACEMENT REED PARK
RECREATION CENTER**

The entire cost of the improvement shall be paid from
Account No.
2244B00009.Buildings.FACILITY.409.4094111-541104

A **MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, November 18, 2025 at 9:00 a.m.** and will be held through video conferencing with Microsoft Teams, invitation presented on the City of Tulsa's website at this link:

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

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

Bids will be accepted by the City Clerk from the holders of valid pre-qualifications certificates from the City of Tulsa in one or more of the following classifications: **A or 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., 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 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 12th day of December, 2025.

Dated at Tulsa, Oklahoma, this 7th day of November 2025.

(SEAL)

Christina Chappell
City Clerk

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

NOTICE FOR PROJECTS ADVERTISED (effective date 11.03.25)

The “RECIPROCITY” provisions within the City of Tulsa Small Business Enterprise (SBE) Instructions for Oklahoma Department of Transportation (ODOT) DBE firms are suspended until further notice.

Utilization of firms in the ODOT DBE program cannot be counted towards City of Tulsa SBE utilization goals for projects.

ODOT has been issued updated guidance by the USDOT to reassess their DBE programs effective 11.03.25. ODOT’s DBE program is suspended until final rules are established.

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

05.27.25

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

CITY OF TULSA, OKLAHOMA

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS

BID OPENING AND AWARD SYSTEM

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**

<i>Business Category</i>	<i>SBE Goal (%)</i>
Construction (Prime Contractors)	10
Construction (Subcontractors)	10
Architecture / Engineering (Consultant)	10
Architecture / Engineering (Subconsultant)	10
Professional Services	10
Other Services	10
Goods and Supplies	10

BIDDER'S ACTIONS

For:

- 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. **GENERAL / PRIME CONTRACTOR Contract:** When the City has established SBE contract goals (hereinafter referred to as "goals"), a Bidder who is an SBE by membership or reciprocity will be deemed as meeting the utilization goals for the project. Full value of the project bid will be credited as SBE utilization. However, the Bidder who is an SBE is not required to solicit other SBE firms but is encouraged to do so.
- C. **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 to do so.

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

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

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

CITY OF TULSA, OKLAHOMA

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS

BID OPENING AND AWARD SYSTEM

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.

CITY OF TULSA, OKLAHOMA

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS

BID OPENING AND AWARD SYSTEM

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

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

job performance, within the industry; (2) membership in specific groups or organizations; or, (3) association with certain political and/or social organizations.

Administrative Reconsideration

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 an 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).

CITY OF TULSA, OKLAHOMA

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS

BID OPENING AND AWARD SYSTEM

When an SBE performs as a participant in a joint venture, the portion of the total dollar value of the contract is 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 an SBE contractor who performs a commercially useful function may be counted toward an SBE goal.

Commercially Useful Function

An 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 an 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.

An 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 an 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.

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

In order for a firm to qualify as an 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 an SBE firm will only be permitted or allowed after award and execution of the City contract.

A contractor may not terminate for convenience an 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 an 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 documentation of all good faith efforts made to meet the goal as well as the reason for the change.

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

- 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)

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

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.

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

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.