

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
PROJECT NO. PR 25-06-R
LEGACY PARK IMPROVEMENTS**

ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY

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PARKS & FACILITIES
CABS – City Architectural Building Services

ANNA AMERICA, DIRECTOR

Account Numbers: TIA3TIF11.DEVELOPER.P14.DEVAG

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

**SECTION 02900
PLANTING**

1.01 SCOPE:

- A. Perform all work required to complete the planting as described herein and shown on accompanying drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE:

- A. General Conditions
- B. General Requirements - Division 1

1.03 REFERENCE STANDARDS:

- A. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standard Plant Names.
- B. American Standard for Nursery Stock (ANSI 260), latest edition, American Association of Nurserymen.

1.04 QUALITY ASSURANCE:

- A. All work shall be performed by skilled personnel within the industry in a workmanlike manner and supervised by an experienced foreman.
- B. The contractor, when required, will submit samples of all trees, for the Landscape Architect and/or Owners approval. When approved, these will be tagged and maintained as representative samples for all future plant materials. Rejected material shall be removed from the site immediately. The Landscape Architect reserves the right to reject any material he deems unsatisfactory.
- C. When required, the contractor shall also submit for approval sufficient quantities of loam, manure, peat moss and fertilizer as to be representative. All samples must be approved by the Landscape Architect before use in the job.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver all packaged material in original unopened and undamaged containers bearing manufacturer's label identifying name, weight, analysis and any other pertinent data.
- B. Protect plant material during delivery to prevent damage to root ball and desecration of leaves. Damaged material will be rejected.

CONTRACT DOCUMENTS

PROJECT NO. PR 25-06-R LEGACY PARK IMPROVEMENTS

DEPARTMENT OF PARKS, CULTURE AND RECREATION

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**NOTICE TO BIDDERS
SEALED BIDS FOR
PROJECT NO. PR 25-06-R**

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 27th day of February, 2026** for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

PROJECT NO. PR 25-06-R Legacy Park Improvements

The entire cost of the improvement shall be paid from Account No. TIA3TIF11.DEVELOPER.P14.DEVAG

A **MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, February 3, 2026 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 S**.

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 27th day of February, 2026.

Dated at Tulsa, Oklahoma, this 23rd day of January, 2026.

(SEAL)

Christina Chappell
City Clerk

INSTRUCTIONS TO BIDDERS

B-1. BIDS

Each bid Proposal shall be completed, signed, and submitted. 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. PR 25-06-R LEGACY PARK IMPROVEMENTS

Pre-qualification Certificate Number _____

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

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

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 a bidder shall be sufficient reason for rejecting bidder's bid, or shall make any contract between the City of Tulsa and the Contractor that is based on bidder's 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. 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 bidder 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, bidder may submit to Contract Administration and 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. The addendum will be posted on the City of Tulsa website and emailed to all the pre-bid attendees. 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. For all projects that will impact the public, a public meeting is required before any work is done. In this connection, attention is directed to the provisions of the General Conditions and Special Conditions relative to delays, extension of time, and liquidated damages.

B-11 QUALIFICATION OF BIDDERS

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

B-12 TAXES AND PERMITS

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. Contractor shall comply with all zoning

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

B-13 OKLAHOMA LEGAL REQUIREMENTS

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

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

B-14 BONDS

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

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

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

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

B-15 BOUND COPY OF CONTRACT DOCUMENTS

Bound contract documents are no longer required.

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

11.15.24

vendors and subcontractors listed on the questionnaire shall be used on the project. No changes in the vendor and subcontractor list will be permitted unless prior consent is obtained from the Engineer.

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

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

B-22 AMERICANS WITH DISABILITIES ACT

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

RESOLUTION NO. 18145

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

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

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

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

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

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

a. "Bidding Documents" or "Bid" means the bid notice, plans and specifications, bidding form, bidding instructions, special provisions and all other written instruments prepared by or on behalf of an awarding public agency for use by prospective bidders on a public construction contract.

b. (i) "Bona Fide Residents" shall include only those persons who are either registered to vote in the City of Tulsa or who have resided within the city limits for at least six months, or who have purchased a permanent residence within the city limits or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker. (ii) Bona fide residents of MSA shall include only those persons who are registered to vote in outlying MSA areas or who have resided within the outlying MSA area for at least six months, or who have purchased a permanent residence within the outlying MSA areas or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker.

c. "Public Construction Contract" or "Contract" means any contract exceeding Seven Thousand Five Hundred Dollars (\$7,500.00) in amount, awarded by the City of Tulsa for the purpose of making any public improvements or constructing any public building or making repairs to the same.

d. "Public Improvement" means any beneficial or valuable change or addition, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to the City of Tulsa, intended to enhance its value, beauty or utility or to adapt it to new or further purposes. The term does not include the direct purchase of materials, equipment or supplies by the City of Tulsa.

CITY OF TULSA
FILED

AUG 23 1988

Office of City Auditor

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

ATTEST: Philip W. Wood

Philip W. Wood
City Auditor

APPROVED: Neal E. McNeil

Neal E. McNeil
City Attorney



Mayor

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

- APPROVED, this 23 day of August, 1988.



Mayor

ATTEST:

Philip W. Wood
City Auditor

APPROVED:

Neal E. McNeil
City Attorney

CITY OF TULSA
FILED

AUG 23 1988

A.A. _____ P.H.
Office of City Auditor
By _____

**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 due to changes in federal regulations issued by the USDOT.

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

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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).

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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.

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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
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- 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.~~

(Must be submitted with Bid)

**CITY OF TULSA
BIDDER'S AFFIDAVIT FOR
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION GOALS**

_____, 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-1BJD



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:



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

Signature: _____

Title: _____

Date: _____

PRIME CONTRACTOR

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.

SBE – 3BID



CHANGE REQUEST
FOR SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

Project Name: _____

Project Number: _____

Prime Contractor: _____

CHANGE: From / To (fill in both sides) **OR**
FROM:

Name: _____

City of Tulsa SBE: Yes No

City of Tulsa SBE Certificate Number: _____

Other SBE Certificate Number(s): _____

ADD: To (fill in this side only)
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

Signature: _____

Date: _____

Title: _____

SBE SUBCONTRACTOR

Signature: _____

Date: _____

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)



CITY OF TULSA

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION

| | |
|--------------|------------|
| Project No. | Contractor |
| Project Name | |

Projected Contract %

Actual Contract %

Total

PROJECTED:

ACTUAL (Undate and Submit with Final Payment):

Contractor Representative

Contractor Representative

Date _____ Date _____ 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**

_____, 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)

_____, 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____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

COMMISSION NO.:

(Must be submitted at time of bid)
BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF) _____

_____, of lawful age, being first duly sworn, says that s/he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Signed: _____

BIDDER (Company Name) _____

Title: _____

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

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

COMMISSION NO.: _____

**(Must be submitted at time of bid)
INTEREST AFFIDAVIT**

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Contractor, Engineer, Architect or provider of professional service [“Services Provider”] to submit the attached Agreement. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Services Provider’s business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Services Provider’s business which is less than a controlling interest, either direct or indirect.

By _____
Signature

Title

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

Notary Public

My Commission Expires: _____

Notary Commission Number:

County & State Where Notarized:

The Affidavit must be signed by an authorized agent and notarized.

ELECTRONIC BID PROPOSAL INSTRUCTIONS - EXCEL SPREADSHEET
Legacy Park Improvements
PROJECT NO. PR 25-6-R

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 1hardcopy 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: **Planning Design Group, (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. PR 25-6-R. 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 delivery to RECIPIENT. By opening and using this FILE, You AGREE to these TERMS AND CONDITIONS.

PROPOSAL
Legacy Park Improvements
PROJECT NO. PR 25-6-R

TO: HONORABLE MAYOR MONROE NICHOLS IV
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 [180] calendar days after the work order is issued; and to accept in full payment therefore the amount set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

Basis of Award

IT SHOULD BE NOTED THAT THE LOWEST RESPONSIBLE BID SHALL BE DETERMINED BY THE TOTAL BASE BID PLUS ADDITIVE ALTERNATES NO. 1 thru 3. THE ITEMS IN ADDITIVE ALTERNATES NO. 1 thru 3 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 1 thru 3 INCOMPLETE SHALL BE CONSIDERED NON-RESPONSIVE.

PROPOSAL
LEGACY PARK IMPROVEMENTS
PROJECT NO: PR 25-6-R

| BID ITEM | SPEC NO. | DESCRIPTION | UNIT | QTY | DATA INPUT UNIT PRICE | TOTAL EACH ITEM |
|-----------------------|-------------|---|-------|--------|--------------------------|---------------------|
| BASE BID: | | | | | | |
| 001 | COT-303&304 | General Conditions/ Mobilization | EA | 1 | \$ | |
| 002 | OA-1 | Owner/Construction Allowance | ALLOW | 21,500 | \$1.00 | \$ 21,500.00 |
| 003 | 02070 | Demolition | LS | 1 | \$ | |
| 004 | 220 | Erosion Control | LS | 1 | \$ | |
| 005 | 02220 | Earthwork - Excavation/Compaction/Grading | LS | 1 | \$ | |
| 006 | | Relocation of Existing Monument | LS | 1 | \$ | |
| 007 | 03300 | Typical 4" Concrete Sidewalk | SF | 3325 | \$ | |
| 008 | 02790 | Artificial Turf (flat) | SF | 4991 | \$ | |
| 009 | | Decomposed Granite | SF | 3456 | \$ | |
| 010 | | 6' Ht. Horizontal Wood Fence | LF | 39 | \$ | |
| 011 | | 4' Ht. Horizontal Wood Fence | LF | 112 | \$ | |
| 012 | | 6' Ht. WireWorks Plus Fence and Gate | LF | 308 | \$ | |
| 013 | | 4' Ht. WireWorks Plus Fence and Gate | LF | 308 | \$ | |
| 014 | | Electronic Gate Hardware | EA | 3 | \$ | |
| 015 | 03300 | 1' W. Concrete Band | LF | 530 | \$ | |
| 016 | 03300 | 6" W. Concrete Band | LF | 195 | \$ | |
| 017 | | Dog Water Station (Large Dog Area) | EA | 1 | \$ | |
| 018 | | Dog Waste Station | EA | 2 | \$ | |
| 019 | | 2' W. Stone Seats | EA | 6 | \$ | |
| 020 | 02900 | Evergreen Screening Trees | EA | 12 | \$ | |
| 021 | 02900 | Landscape Beds | LS | 1 | \$ | |
| 022 | 02810 | Irrigation System | LS | 1 | \$ | |
| TOTAL BASE BID | | | | | | \$ 21,500.00 |

| ADD ALTERNATE ITEMS | | | | | |
|----------------------------------|--|--------------------------------------|----|----|-----------|
| A-1 | | 6' Ht (6x4) Vertical Graphic Panel | LF | 36 | \$ |
| A-2 | | 4' Ht (4x8) Horizontal Graphic Panel | LF | 40 | \$ |
| A-3 | | Dog Water Station (Small Dog Area) | EA | 1 | \$ |
| TOTAL ADD ALTERNATE ITEMS | | | | | \$ |

| | |
|--|---------------------|
| TOTAL BASE BID plus ALTERNATES 1 thru 3 | \$ 21,500.00 |
|--|---------------------|

| | |
|---|--------------|
| BASE BID (ITEMS [001 thru 022]) | \$ 21,500.00 |
| ADD ALT #1 | \$ - |
| ADD ALT #2 | \$ - |
| ADD ALT #3 | \$ - |
| TOTAL (BASE BID + ADD ALTERNATES [1 thru 3]) | \$ 21,500.00 |

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:

ATTEST:

Title:

Printed Name:

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):

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.

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

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.

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]



DATE:
Month Day, Year

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

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

TO WHOM IT MAY CONCERN:

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

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

This letter of authorization expires {Date.}

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

CITY OF TULSA

Paul D. Zachary, P.E.
Deputy Director

cc: Ryan McKaskle

HAS:JR:kt

STED-1

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 _____, 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. PR 25-06-R LEGACY PARK IMPROVEMENTS

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. PR 25-06-R LEGACY PARK IMPROVEMENTS

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: **180** 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 _____)
COUNTY OF _____)ss

_____, 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:

City of Tulsa Construction Escalation Process

| Step | Contractor Representative(s) | City of Tulsa Representative(s) | Process | Communication / Documentation | Resolution (***) | No Resolution | Typical Time Frame (***) |
|------|--|---|--|---|--|---|--|
| 1.0 | Superintendent | Construction Inspector | Field Meeting Request for Information (RFI) may apply | Phone, Text, Email, or RFI / Daily Report | Within Construction Documents | If not resolved within Construction Documents, escalate to 2.0 | Same day to 3 days |
| 2.0 | Superintendent | Construction Inspector Manager / Construction Inspector | Field Meeting Request for Information (RFI) may apply | Phone, Text, Email, or RFI / Daily Report | Within Construction Documents | If not resolved within Construction Documents, escalate to 3.0 | 1 day to 3 days |
| 3.0 | Project Manager / Superintendent | Construction Manager / Construction Inspector Manager / Construction Inspector Lead Engineer / Project Manager Design Consultant | Contractor submit RFI | Phone, Email, RFI / Daily Report, RFI Log, Progress Mtg | Additional information provided. Potential Allowance Authorization, Extension of Quantities, Change Order, or Other | If not resolved by additional information and within terms of contract, escalate to 4.0 | Within 10 calendar days (as ODOT 104.06.B) |
| 4.0 | Project Manager / Superintendent | Field Engineering Manager / Construction Manager Lead Engineer / Project Manager Design Consultant | Appeal Construction Manager's Decision | Email, RFI / Daily Report, RFI Log, Progress Mtg | Field Engineering Manager makes determination on appeal. Potential Allowance Authorization, Extension of Quantities , Change Order, or Other | If not resolved by additional information and within terms of contract, escalate to 5.0 | Within 10 calendar days (as ODOT 104.06.B) |
| 5.0 | Owner / Project Manager / Superintendent | PW Deputy Director and/or other Dept Design Manager / Field Engineering Manager / Construction Manager Lead Engineer / Project Manager Design Consultant | Appeal Field Engineering Manager's Decision | Email, RFI / Daily Report, RFI Log, Progress Mtg | PW Deputy Director and/or other Dept. Design Manager makes determination on appeal. Potential Allowance Authorization, Extension of Quantities, Change Order, or Other | If appeal is not resolved, escalate to 6.0 | Within 10 calendar days (as ODOT 104.06.B) |
| 6.0 | Owner / Project Manager / Superintendent | Director(**) / PW Deputy Director and/or other Dept Design Manager / Field Engineering Manager / Construction Manager Lead Engineer / Project Manager Design Consultant | Appeal PW Deputy Director's and/or other Dept. Design Manager's Decision | Email, RFI / Daily Report, RFI Log, Progress Mtg | Director makes determination on appeal. Potential Allowance Authorization, Extension of Quantities, Change Order, or Other | | Within 10 calendar days (as ODOT 104.06.B) |

(*) Director of the Department under whose authority construction is managed by Public Works Field Engineering. Public Works Deputy Director will notify Director of Public Works.

(**) Resolution - Complete information will assist in the most timely resolution. Each escalation step should address any information deficiencies and proposed resolutions, if any, that were unsatisfactory.

(***) Time frames - It is understood that special issues will require a more rapid response and escalation.

PERFORMANCE BOND

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

_____ Dollars (\$) in 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. PR 25-06-R LEGACY PARK IMPROVEMENTS

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

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

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

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

CONTRACTOR (Principal)

BY:

ATTEST: (S E A L)

Title:

Date: _____ Date: _____

Title:

Attorney In Fact

Date: _____ ** Date: _____

Surety (S E A L)

**This date shall match the notarized certificate on the Power-of-Attorney
(Accompany this Bond with Power Of Attorney)

APPROVED AS TO FORM:

City Attorney

Date: _____

City Clerk

Date: _____

STATUTORY BOND

WHEREAS, the undersigned _____ has entered into a certain contract dated the _____ day of _____, _____, designated as **Project No. PR 25-06-R LEGACY PARK IMPROVEMENTS** for the construction of certain public improvements Consisting of _____ to be situated and constructed on and through the property described in said Contract, including all of the work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the terms, conditions, drawings and specifications thereof, on file in the office of the office of the City Clerk.

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

Dollars (\$ _____) in 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)

Title:

Date: _____

Title: _____

Attorney-In-Fact Date: _____ ** Surety Date: _____

(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:

City Attorney

Date: _____

City Clerk

Date: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,
and _____,

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 (\$ _____) 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. PR 25-06-R LEGACY PARK IMPROVEMENTS

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.

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)

Title: _____ Date: _____ Date: _____
Title: _____

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

** This date shall match the date of the notarized certificate on the Power of Attorney
(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

City Attorney Date: _____

City Clerk Date: _____

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. CPM SCHEDULE AND DRAWINGS TO BE FURNISHED BY CONTRACTOR:

The successful contractor shall furnish a CPM schedule per ODOT 108.03B. 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 meeting will be conducted to maintain coordination between all project entities.

The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the specifications; drawings of equipment and devices, offered by the Contractor for review by the Engineer, shall be in sufficient detail to show adequately the construction and operation thereof; drawings of essential details of any change in design or construction proposed for consideration of the Engineer, by the Contractor in lieu of the design or arrangement required by the Contract or any item of extra work thereunder. The Contractor shall submit to the Engineer, the required number, of each copy of such drawing for the Engineer's review. After review by the Engineer, all such drawings shall become a part of the Contract Documents and the work or

equipment shown thereby shall be in conformity therewith unless otherwise required by the City.

The Engineer's check and acceptance of drawings submitted by the Contractor will be for, and will cover, only general conformity to the plans and specifications and will not constitute a blanket acceptance of all dimensions, quantities, and details of the material or equipment shown; nor shall such acceptance relieve the Contractor of his responsibility for errors contained in such drawings.

GC-6. CONTRACTOR'S BUSINESS ADDRESS:

The business address of the Contractor given in the bid or proposal upon which this Contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivery at the above named address or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing. Such address may be changed at any time by a written instrument, executed by the Contractor and delivered to the Engineer. Nothing contained herein shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

GC-7. CONTRACTOR'S RISK AND RESPONSIBILITY:

The performance of the Contract and the Work is at the risk of the Contractor until the final acceptance thereof and payment therefor. The Contractor shall take all responsibility of the Work, and shall bear all losses resulting because of the amount or character of the Work, or because the nature of the land in or on which the Work is done is different from what is assumed or expected, or on account of the weather, floods, fire, windstorm, or other actions of the elements, or any cause or causes, whatsoever, for which the City is not responsible. If the Work or any part or parts thereof is destroyed or damaged from any of the aforesaid causes, the Contractor, at his own cost or expense, shall restore the same or remedy the damage.

The Contractor shall, in a good and workmanlike manner, perform all Work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as otherwise expressly specified, necessary or proper to perform and complete all Work required by the Contract within the time herein specified, in accordance with the provisions of these Contract Documents and Drawings of the Work covered by this Contract, and any and all supplemental Drawings. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract, and shall complete the entire Work to the satisfaction of the Engineer and of the City.

GC-8. ASSIGNMENT AND SUBLetting OF CONTRACT:

The Contractor shall give his personal attention to the fulfillment of this Contract, and shall not let, assign or transfer it or his right, title, or interest in any part thereof, by attorney or otherwise, or sublet any part of the Work to any other person without the prior consent of the City in writing.

Should any Subcontractor fail to perform his work in a satisfactory manner the Contractor upon notice from the City shall immediately terminate his subcontract. The Contractor shall be fully responsible to the City for the acts and omissions of his Subcontractor, and of persons either directly or indirectly employed by his Subcontractor. Nothing contained in these Contract Documents shall create any contractual relation between any Subcontractor and the City.

GC-9. CONTRACTOR'S REPRESENTATIVES:

The Contractor shall designate a person on the Work site to represent him when absent from the Work site.

GC-10. CONTRACTOR AND HIS EMPLOYEES:

The Contractor shall employ competent foremen, experienced mechanics, and others skilled in the Work in this Contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Contractor's employees directly employed to perform the Work shall

not be paid less than the prevailing minimum wage scale.

Necessary sanitary conveniences for the use of employees on the job site, properly secluded from public observation, shall be provided and maintained by the Contractor. The construction and location of the facility and disposal of the contents shall comply with all laws of the City and State, relating to health and sanitation regulations.

GC-11. CONTRACTOR'S RIGHT OF PROTEST:

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any record or ruling of the Engineers to be unfair, he shall, immediately upon such Work being demanded or such record or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the Work or to conform to the record or ruling; and within ten (10) days after the date of receipt of written instructions or decision, he shall file a written protest with the Engineer, stating clearly and in detail the basis of his objections. Except for such protests and objections made of record in the manner herein specified and within the time stated, the records, rulings, or decisions of the Engineer shall be final and conclusive.

GC-12. INSURANCE AND BONDS:

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

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

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

The Contractor shall provide proof of such coverage:

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

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

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

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

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

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

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

GC-13. TIME FOR COMPLETION:

For all projects that will impact the public, a public meeting is required before any work is started. The City of Tulsa requires a minimum of 25 days' notice to get the public meeting scheduled and invitations mailed out.

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.

The Contractor will be required to provide a full-time, onsite English-speaking superintendent for this Work for direct contact with City and coordination of Subcontractors. A working foreman is not acceptable as a project superintendent. The superintendent shall be required to be present at the Work site whenever the Contractor or Subcontractors are performing Work. The superintendent shall be a representative of the Contractor with the authority to make decisions. If the Contractor fails to provide a non-working superintendent on a day when Work is being performed, the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day it fails to provide a non-working superintendent at the Work site. This amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would sustain in such an event.

It is further agreed that time is of the essence as to each and every portion of this Contract and the specifications wherein a definite and certain time is fixed for the performance of any act whatsoever; and where under the Contract an allowance of additional time for completion of any Work is made, the new time fixed by such extension shall be of the essence of this Contract.

Failure to complete the Work within the specified time, as set forth in the Contract, may be grounds for disqualification for future consideration for contracts with the City of Tulsa.

Final acceptance of the Work is defined as the completion of the Work and the Contractor moving off the project site. No defined or additional Work is needed.

Contract Evaluation forms will be compiled by City staff upon completion of Work to provide a record of the Contractor's performance for use in subsequent projects.

GC-14. EXTENSIONS OF TIME:

Should the Contractor be delayed in the final completion of the Work by any act or neglect of the City or Engineer, or any employee of either, or strikes, injunctions, fire, or other causes outside of and beyond the control of the Contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, shall be granted by the City, provided, however, that the Contractor shall give the City and the Engineer notice in writing of the cause of each delay on the "Extension of Time Request" form enclosed in these documents, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work.

The Contractor shall submit the "Extension of Time Request" form with each partial payment application. Failure to submit the Extension of Time Request with a partial payment application shall constitute a complete waiver of any claim for time extension for the period covered by the partial payment.

Extensions of time will not be granted for delays caused by unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for the equipment or materials a sufficient time in advance to ensure delivery when needed. Any extension of time granted by the City shall not release the Contractor and Surety herein from the payment of liquidated damages as provided in the General Conditions of this Contract, for a period of time not included in the original Contract or the time extension, as herein provided.

In no event shall the City be liable or responsible to the Contractor, Surety, or any person for or on account of any stoppage or delay of Work herein provided for by injunction or any other kind of legal, equitable proceedings, or from or by or on account of any delay from any other cause whatsoever.

GC-15. ENGINEER'S POWERS AND DUTIES:

The Engineer will provide general administration of the Contract, including performance of the functions hereinafter described.

The Engineer will be the City's representative during construction and until final payment. The Engineer will have authority to act on behalf of the City to the extent provided herein unless otherwise modified by written instrument, which will be shown to the Contractor. The Engineer will advise and consult with the City, and all of the City's instructions to the Contractor shall be issued through the Engineer. Nothing contained in the Contract documents shall create any contractual relationship between the Engineer and the Contractor.

The Engineer shall at all times have access to the Work as provided elsewhere herein. The Engineer will make periodic visits to the Work site to familiarize himself generally with the progress and quality of the Work and to determine in general whether the Work is proceeding in accordance with the Contract. On the basis of his on-site observations as Engineer, he will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work caused by the Contractor. The Engineer will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract. Based on such observations and the Contractor's applications for payment, the Engineer will determine the amounts owing to the Contractor and will issue certificates for payment in amounts as provided elsewhere herein.

The Engineer may provide one or more full-time project representatives to assist the Engineer in carrying out his responsibilities at the Work site. The duties, responsibilities and limitations of authority of the Engineer as the City's representative during construction as set forth herein will not be modified or extended without written consent of the City, the Contractor and the Engineer.

The Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

The Engineer shall decide the meaning and intent of any portion of the specifications, and of any plans or Drawings, where the same are found to be obscure or be in dispute; he shall have the right to correct any errors or omissions therein when such corrections are necessary to further the intent of said specifications, plans or Drawings; the action of such correction shall be effective from the date that the Engineer gives due notice thereof.

Any differences or conflicts, which may arise between the Contractor and other contractors with the City in regard to their work, shall be adjusted as determined by the Engineer.

Neither the Engineer's authority to act under this article or elsewhere in the Contract nor any decision made by the Engineer in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

Whenever in the Contract the terms "as ordered", "as directed", "as required", "as allowed", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used, to describe requirements, direction, review or judgement of the Engineer as to the Work, it is intended that such requirement, direction, review, or judgement will be solely to evaluate the Work for compliance with the Contract (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of this General Condition.

GC-16. CITY'S RIGHT OF INSPECTION:

The City shall appoint or employ such engineers or inspectors as the City may deem proper to inspect the materials furnished and the work performed, and to determine whether said materials are furnished and work is performed in accordance with the Drawings and specifications therefor. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Inspectors, for the proper inspection and examination of the Work and all parts thereof, even to the extent of uncovering or taking out portions of finished Work. Should the Work thus exposed or examined prove satisfactory, the uncovering or removing and the replacing of the covering or the making good of the parts removed shall be paid for by the City; however, should the Work exposed or examined prove unsatisfactory, the uncovering, taking out, replacing, and making good shall be at the expense of the Contractor.

Such inspection shall not relieve the Contractor of any obligation to perform said Work strictly in accordance with the Drawings and specifications or any modifications thereto as herein provided; and the Work not so constructed shall be removed and made good by the Contractor at his own expense; and free of all expense to the City, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection.

GC-17. SUSPENSION OF WORK ON NOTICE:

The Contractor shall delay or suspend the progress of the Work or any part thereof whenever he shall be so required by written order of the City or Engineer, and for such period of time as it or he shall require. Any such order of the City or Engineer shall not modify or invalidate in any way the provisions of this Contract.

GC-18. QUALITY OF WORKMANSHIP:

All workmanship shall be the best possible, both as to material and labor that could be demanded by these Contract Documents or if no specific description is given, it is understood that the best quality is required.

GC-19. SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK:

No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturday, Sunday, or legal holidays without the written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done, or of equipment, or in the case of an emergency.

GC-20. LAWS AND ORDINANCES:

The Contractor shall keep himself fully informed of all existing and current regulations of the City, county, state and national laws which in any way limit or control the actions or operations of those engaged upon the Work, or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all applicable ordinances, laws, and regulations; and shall protect and indemnify the City and the City's employees and agents against any claims or liability arising from or based on any violations of the same.

The contractor certifies that it and all of its Subcontractors to be used in the performance of the Contract are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O. S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

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

GC-21. TAXES AND PERMITS:

Unless otherwise specified in these Contract Documents, the Contractor shall pay all sales, use, and other taxes that are lawfully assessed against the City or Contractor in connection with the Work included in this Contract and shall obtain all licenses, permits, and inspections required for the Work. Contractor shall comply with all zoning ordinances of the City, as provided in the Tulsa Zoning Code, Title 42 Tulsa Revised Ordinances and conform with all zoning requirements established by the Tulsa Metropolitan Area Planning Commission and the Board of Adjustment. Contractor can call the Indian Nations Council of Governments (INCOG) at (918) 584-7526, to determine if any zoning requirements must be met.

GC-22. PROTECTION OF PROPERTY:

The protection of City, state, and government monuments, street signs, and other City property is of prime importance, and if the same be damaged, destroyed, or removed, they shall be repaired, replaced, or paid for by the Contractor.

Work occurring within secured facilities will require the Contractor to obtain City of Tulsa issued ID badges for all employees and subcontractors requiring facility gate access. The Contractor will be responsible for all coordination with City Security as necessary to process background checks and issue badges. The City of Tulsa has the right to deny access to any individual based on evaluation of background check.

GC-23. PATENT RIGHTS:

All fees for any patented invention, article, or arrangement that is based upon, or in any manner connected with the construction, erection, or maintenance of the Work or any part thereof embraced in the Contract and these specifications, shall be included in the price stipulated in the Contract for said Work. The Contractor shall protect and hold harmless the City against any and all demands of such fees or claims.

GC-24. DEFENSE OF SUITS:

In case any action at law or suit in equity is brought against the City or any employer, officer, or agent thereof, for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things required by this Contract to be done or performed, or for injury or damage caused by negligence or willful act of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of Subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the City and its employees, officers, and agents, and the Engineer and any employees, officers and agents thereof, of and from all losses, damages, costs, expenses, judgements, or decrees whatsoever arising out of such action or suit that may be brought without requiring said parties to give any notice thereof.

The City may suspend payments of any sum due or to become due for work done on this Contract until such claims, suits, actions, or proceedings are final and liability has been determined. The amount of such damages or liability shall be deducted from sums due or to become due on this Contract. The City will retain the sums mentioned above until the Contractor furnishes evidence that satisfactory settlement has been made. Any action taken by the City shall not excuse the Contractor for failure to perform this Contract or bar the City from legal action to recover from the Contractor the amount of damages or liability suffered in excess of the amount retained.

The Contractor shall furnish the City with satisfactory evidence upon demand that all persons who have done work on the Contract or furnished materials for the Contract have been paid in full. If such evidence is not furnished, the amount necessary to pay the lawful claims may be retained until such evidence is furnished, or if such evidence is not furnished, the City may apply any sums retained to valid claims and charge the amounts disbursed, including the costs of any action that may be necessary to prove or disprove the claims against the Contractor.

GC-25. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES:

The Contractor shall remove from the site of the Work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the Work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer ordering such removal, the condemned material or structures may be removed by the City and the cost of such removal be taken out of the money that may be due or may become due the Contractor by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

GC-26. EXTRA WORK:

If a modification increases the amount of the Work, and the added Work or any part thereof is of a type and character which can properly and fairly be classified under one or more Unit Price items of the Bid Form, then the added Work or part thereof shall be paid for according to the amount actually done and at the applicable Unit Price. Otherwise, such work shall be paid for as hereafter provided.

Claims for extra work will not be paid unless the City authorized the work covered by such claims in writing. The Contractor shall not have the right to take action in court to recover for extra work unless the claim is based upon a written order from the City. Payments for extra Work will be based on agreed lump sums or on agreed Unit Prices whenever the City and the Contractor agree

upon such prices before the extra Work is started.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Contractor shall submit to the Engineer, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost. The cost shall include only those extra costs for labor and materials expended in direct performance of the extra work and may include:

- (a) **Labor.** For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foremen are actually engaged in such work. An amount equal to fifteen (15) percent of the sum of the above items will also be paid the Contractor.
- (b) **Bond, Insurance, and Tax.** For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which cost no percentage will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.
- (c) **Materials.** For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the Work site, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost ten (10) percent will be added.
- (d) **Equipment.** For any machinery or special equipment (other than small tools), including fuel, lubricants and transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operations on the Work, as provided in the ODOT Subsection 109.04 (b3), to which rental sum no percentage will be added.
- (e) **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

The form on which field cost records are kept, the construction methods and the type and quantity of equipment used shall be submitted to the Engineer for approval.

Construction equipment which the Contractor has on the Work site and which is of a type and size suitable for use in performing the extra Work shall be used. The hourly rental charges for equipment, including all insurance, taxes, fuel, and operating costs, shall not exceed twelve (12) percent of the latest applicable Associated Equipment Distributors published monthly rental rates and shall apply to only the actual time the equipment is used in performing the extra Work.

When extra Work requires the use of equipment which the Contractor does not have on the Work site, the Contractor shall obtain the approval of the Engineer before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable Associated Equipment Distributors published rental rates.

The Contractor shall file with the Engineer, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes which are intended to be used in performing the Work covered by this Contract. These rates shall be subject to the review of the Engineer. This information will be used by the Engineer for computation of extra work as mentioned above; however, if the Contractor fails to file these lists with the Engineer prior to starting any Work covered by this Contract, then the Engineer's computation shall be based on average wages and rates paid on City work.

GC-27. PAYMENT FOR CONTRACTOR'S PLANT AND MISCELLANEOUS TEMPORARY WORK:

For providing plant, tools, and equipment, and for furnishing, erecting, maintaining, and removing scaffolding and construction plant, construction roads, camps, sanitary conveniences, temporary water supply, trestles, dewatering and other temporary works, the Contractor shall receive no direct payment, but compensation for them shall be considered as having been included in the prices stipulated for the appropriate items.

GC-28. BASIS OF PAYMENT FOR ITEMS OF WORK:

The Contractor shall be paid for all Work performed under the Contract based on the Engineer's computations of as-built quantities and the Contractor's Unit Price or Lump Sum bid per item. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the Work; for all loss or damage, because of the nature of the work, the action of the elements or any unforeseen obstruction or difficulty which may be encountered in the performance of the Work, and for which payment is not specifically provided; for all expense incurred by or because of any suspension or discontinuance of all or any part of the Work; and for faithfully completing the Contract according to the Drawings and specifications and requirements of the Engineer.

GC-29. PAYMENTS:

(1) Partial: If the work is progressing in good and workmanlike manner and if the Contractor is faithfully carrying out the terms of this Contract, approximate estimates of the work done shall be made by the Engineers between the first and fifteenth of each calendar month, including labor actually performed and supplies or materials actually used or incorporated in the Work, and an allowance will be made for acceptable materials satisfactorily delivered, stored and secured on the site of the Work in such amount as can be incorporated in the Work within a reasonable time. The City shall have a lien as owner on any materials stored on the site of the Work.

Each partial estimate for payment shall contain or have attached an affidavit in the form found in this book of specifications, as required by law.

The Contractor shall submit with each partial pay estimate a complete list of vendors and suppliers with itemized purchases and invoices from each vendor. Each list shall contain the name of the contractor or Subcontractor ordering the materials or supplies, and the specific use or placement of each of the materials purchased by the City of Tulsa for this project in accordance with Article IIB of the Contract. At the direction of the Contractor, the City of Tulsa will withhold retainage in the amount of 5% on materials and supplies to be purchased under the terms of this Contract.

Each month that work is performed for which payment is due, the Contractor shall submit to the Engineer an application for such payment, provided said payment is not less than \$1,000.00, and, if required, receipts or other vouchers from Subcontractors showing his payments to them shall be submitted.

Each estimate shall be of the approximate value of all work performed and materials in place or delivered to the Work site, determined as aforesaid from the beginning of this contract to the date fixed for the current estimate, from which shall be deducted five percent (5%) or a lesser amount approved by the City, and, in addition thereto, all previous payments and all other sums withheld under the foregoing provisions of this Contract, the remainder to become due and payable; after the estimate has been reviewed and signed by the Engineer the City shall pay the estimate in the regular manner in the amount determined as due unless it shall be known by the City that there is good reason under the terms of this Contract for withholding same.

When the Contractor has completed Work constituting more than fifty percent (50%) of the total Contract amount, the retainage will continue at two and one-half percent (2.5%) for the balance

of the remaining work; provided, however, that the City or its duly authorized representative has determined that satisfactory progress is being made and upon approval by the Surety.

The Contractor may withdraw any part or the whole of the amount which has been retained from partial payment to the Contractor pursuant to the terms of Contract, upon depositing with or delivery to the City:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury bills, or
- (2) General Obligation Bonds of the State of Oklahoma, or
- (3) Certificates of Deposit from a state or national bank having its principal office in the State of Oklahoma.

No retained amount shall be withdrawn which would represent an amount in excess of the market value of the securities at the time of deposit or of the par value of such securities, whichever is lower.

All partial estimates are subject to correction in the final estimate.

(2) Final Payment:

When this contract, in the opinion of the Engineer, shall be completely performed on the part of the Contractor, the Engineer shall proceed with all reasonable diligence to measure up the Work and shall make out the final estimate for the same, and shall, except for cause herein specified, give to the Contractor, within thirty (30) days after receiving said certificate, an order on the City for the balance found to be due, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of the Contract; PROVIDED, that nothing herein contained shall be construed to affect the rights of the City hereby reserved to reject the whole or any portion of the aforesaid Work should the said estimate and certificate be found or known to be inconsistent with the terms of this Contract or otherwise improperly given; PROVIDED, that if, in case after the work hereunder has been accepted and final payment made, it shall be discovered that any part of the Contract has not been fully performed or has been done in an improper or faulty manner, the Contractor shall immediately remedy such defect, or, in case of neglect to do so within a reasonable time after notice thereof, shall be liable for and shall pay to the City the cost of remedying such defect or a sum equal to the damages sustained thereby, as the City shall elect, and the acceptance of and final payment for the Work shall be no bar to suit on any bond against any principal or principals, or Surety or Sureties, or both, given for the due performance of the Contract, or for the recovery of such cost or the equivalent of such damage.

The City will pay to the Contractor interest at the rate of three-fourths percent (3/4%) per month on the final payment due the Contractor. For lump sum contracts, the interest shall commence thirty (30) days after the Work under the Contract has been completed and accepted and all required material certifications and other documentation required by the Contract have been furnished the City by the Contractor and shall run until the date when the final payment or estimate is tendered to the Contractor. For contracts bid by Unit Prices, the interest will commence sixty (60) days after the above conditions are satisfied. When contract quantities or the final payment amount is in dispute, the interest-bearing period will be suspended until the conclusion and settlement of the dispute.

GC-30. CONTRACTOR REIMBURSEMENT FOR SURETY BOND:

For contracts of \$1,000,000.00 or more, the Contractor may receive reimbursement for the cost of the surety bonds after issuance of a work order. To receive reimbursement, the Contractor shall submit a standard partial payment form and affidavit, and a copy of the surety bond invoice. The final partial pay estimate will be reduced by the amount paid for surety bond reimbursement.

GC-31. RELEASE OF LIABILITY AND ACCEPTANCE:

The acceptance by the Contractor of the final payment shall operate as, and shall be a release to the City and every employee, officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for or relating to the Work, or for any act or neglect of the City or of any person relating to or affecting the Work, and, following such acceptance, no person, firm, or corporation other than the signer of this Contract as Contractor, will have any interest hereunder, and no claim shall be made or be valid, and neither the City nor any employees, officers, or agents thereof shall be liable or be held to pay any money, except as herein provided.

It shall be the duty of the Engineer to determine when the Work is completed and the Contract fulfilled, and to recommend its acceptance by the City. The Work herein specified to be performed shall not be considered finally accepted until the City has accepted all the Work.

GC-32. RIGHT OF CITY TO TERMINATE CONTRACT:

If the Work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned by him otherwise than as herein provided, or if the Contractor should be adjudged bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the City that the performance of the Work under this Contract is being unnecessarily delayed, or that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of the Contract; or if the work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended, then the City may serve written notice upon the Contractor and his Surety of said City's intention to terminate this Contract, and unless within five (5) days after service of such notice upon the Contractor, a satisfactory arrangement is made for the continuance of the Contract, this

Contract shall cease and terminate. In the event of such termination, the City shall immediately serve notice upon the Surety and Contractor, and the Surety shall have the right to take over and complete the Work, provided, however, that if the Surety does not commence performance thereof within fifteen (15) days from the date of said notice of termination, the City may take over the Work and perform same to completion, by Contract or otherwise, for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the City for any and all excess cost sustained by the City by reason of such performance and completion. In such event the City may take possession of and utilize in completing the Work, all such materials, equipment, tools, and plants as may be on the site of the Work and necessary therefor. The Contractor shall not receive any other payment under the Contract until said Work is wholly finished, at which time, if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by the City in finishing the Work as aforesaid, the amount of the excess shall be paid to the Contractor, but if such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City.

GC-33. ADMINISTRATIVE COSTS AND FEES:

Cash Improvements - In the event the improvements are to be paid for in cash, the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, flushings, and pipe testing, shall be paid by the City unless otherwise provided for in these Contract Documents.

Assessment Improvements: In the event the improvements are to be paid for by the issuance of special assessment bonds, the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, flushing, pipe testing, and other authorized costs shall be added to the contract price and paid for in the same manner as the other Work included in this Contract. The Contractor shall pay the City the amount of said charges before the execution and delivery of the special assessment bonds or other payments. If the Contractor fails, neglects, or refuses to pay said charges within thirty (30) days after the bonds are ready for delivery, he shall pay the City interest at the rate of seven percent (7%) per annum and shall be liable for same in a civil suit. The Contractor shall pay the pipe testing fees directly to the testing laboratory.

GC-34. PAYMENT OR ACCEPTANCE NOT A WAIVER BY CITY:

Neither acceptance by the City or the Engineer or any employee of either nor any order by City for the payment of money, or the payment thereof, nor any taking of possession by City, nor the granting of any extension of time, shall operate as a waiver of any rights or powers of the City hereunder, and in the event that after the Work hereunder has been accepted and final payment made, it should be discovered that any part of this Contract has not been fully performed, or has been done in a faulty or improper manner, the Contractor shall immediately remedy such defect, or in the event of neglect to do so within a reasonable time after notice thereof, shall be liable for and shall pay to City the cost of remedying such defect, or a sum equal to the damage caused thereby, as City may elect. The acceptance of the Work or final payment therefor shall be no bar to suit against the Contractor or Surety, or both.

GC-35. CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE:

Contractor further agrees, without cost other than is specially provided for in this Contract, at any and all times during one (1) year next following the completion and final acceptance of the Work embraced in this Contract, without notice from City, to repair or rework any work that fails to function properly due to defective material or workmanship and to indemnify, save harmless and defend the City from any and all suits and actions of every description brought against City for, or on account of injuries or damages alleged to have been received or sustained by any party or parties by reasons of, or arising out of the failure of Contractor to repair or rework any work where such failures have occurred, which said injuries or damages are alleged to have been received or incurred within one (1) year from the final acceptance of the Work hereunder, and to pay any and all judgements that might be rendered against City in any suits and actions, together with such expenses or attorney fees expended or incurred by City in the defense thereof, and Contractor hereby expressly waives any notice that might by law be required to be given to them by City of any defect, break, settling, or failure or of any other condition that might be the cause of injury or damage to any person on account of which a claim or suit might be made or filed against City, or a judgement taken for damages against City. It is expressly agreed that the acceptance of the Work by City shall constitute no bar against any person injured or damaged by the failure of the Contractor to perform all of his covenants and agreements hereunder from maintaining an action against the Contractor, or against City from enforcing its rights against the Contractor hereunder.

GC-36. NOTICES:

Any notices or other communications hereunder may be given to Contractor at the address listed in the Proposal, to the Surety at the office of the Attorney-in-Fact signing the bond or at Surety's home office address on file with the Insurance Commissioner of the State of Oklahoma, and to City in care of the Deputy Director of Public Works, or at such other place as may be designated in writing. The delivery to such address, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof, and the date of said service shall be the date of such delivery or mailing.

GC-37. RELATION TO OTHER CONTRACTORS:

Nothing herein contained and nothing marked upon the Drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory or right-of-way provided. The City and its employees, officers, and agents for any just purpose, and other contractors of the City for any purpose required by their respective contracts, may enter upon or cross this territory or occupy portions of it or take materials therefrom as directed or permitted. When two or more contracts are being executed at one time on the same or adjacent land in such manner that the work on one contract may interfere with the work on another, the Engineers shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, machines, or appliances for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineers to the contractor desiring it, to the extent, amount, in the manner

and at the time permitted. Any decision regarding the method or time of conducting the work or the use of the territory shall not be made the basis of claims for delay or damage except as otherwise stipulated. The Contractor shall not cause any unnecessary hindrance or delay to any other contractors on the premises, and shall bear all damages done to the work of such other contractors by him or by his employees.

GC-38. PARTIAL OCCUPANCY AND USE:

The City, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially completed portions of the Work site when such occupancy and use are in the City's best interest, notwithstanding completion of the entire project.

Such partial occupancy and use shall be upon the following terms:

- a. The Engineer shall make an inspection of the portion or portions of the Work concerned, and report to the City his findings as to the acceptability and completeness of the Work. The Engineer's report shall include a list of items to be completed or corrected before final payment.
- b. The City, upon acceptance of the Engineer's report, shall give written notice to the Contractor of the City's intention to occupy and use said portions of the Work site. The City's notice shall include a copy of the Engineer's report, shall clearly identify the portions of the Work site to be occupied and used, and shall establish the date of said occupancy and use.
- c. From the date thus established, the City shall assume all responsibilities for operation, maintenance, and the furnishing of water, gas, and electrical power for the portions of the Work site thus occupied and used. The City shall have the right to exclude the Contractor from those portions of the Work site but shall provide the Contractor reasonable access to complete or correct necessary items of Work.
- d. The one-year guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project, except as to any items of mechanical or electrical equipment such as pumps, blowers, process equipment, instrumentation, controls, metering equipment, heating, and ventilating equipment and similar items having movable or operable components, and any of which are thus used by the City. For said equipment, the one-year warranty shall start from the date established in the written notice from the City.
- e. Occupancy or use of any space in the Work site shall not constitute acceptance of Work not performed in accordance with the Contract, nor relieve the Contractor of liability to perform any Work required by the Contract but not completed at the time of said occupancy and use.
- f. The Contractor shall not be held responsible for normal wear and tear or damage resulting from said occupancy, except to the extent that such damage is covered by the one-year guarantee.
- g. The partial occupancy and use of any portions of the Work site by the City shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the Contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment, as set forth in the General Conditions.

SPECIAL PROVISIONS

**SPECIAL PROVISION
SUPPLEMENTAL CONTRACT REQUIREMENTS
PROJECT NO. PR 25-06-R LEGACY PARK IMPROVEMENTS**

1. Apparent lowest, responsible bidder shall return their signed contract documents (including bonds and insurance) to the City of Tulsa, Contract Administration Section 175 E. 2nd Street, 13th Floor, OK 74103 within fifteen (15) days after notification by the City.
2. If the apparent lowest, responsible bidder provides their signed contract documents (including bonds and insurance) and the contract is executed by the City, the Pre-Construction Conference for this project will be held within sixty (60) days after bid opening.
3. The Notice to Proceed or written work order (NTP) will be issued in the normal time period (approximately within ten (10) days of the Pre-Construction Conference).

The City will grant up to **thirty (30) days** for a delayed (flexed) NTP after the Pre-Construction Conference. No delayed (flexed) NTP above this amount will be granted unless approved by the City Engineer or designee.

4. There will be no additional compensation due to the use of a delayed (flexed) NTP.
5. This Special Provision does not alter the Public Meeting requirements (and public notice) defined in the General Conditions.

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 **180 calendar days** for the Base Bid.
2. No work shall be done between the hours of 7:00 p.m. and 7:00 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.
25. 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 **five (5) days** advance notice of any lane and/or street closures.
26. 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.

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

SPECIAL PROVISIONS
TIME FOR COMPLETION

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

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

5. **The successful contractor shall furnish a CPM schedule per ODOT 108.03B.** If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations, which will satisfy the Engineer that the work will be completed within the period stated in the Proposal. Monthly progress meetings will be conducted to maintain coordination between all project entities.
6. The Contractor will be required to provide a full-time, onsite English speaking superintendent for this Project for direct contact with City and coordination of subcontractors. A working foreman is not acceptable as a project superintendent. The superintendent shall be required to be present at the work site whenever the Contractor or subcontractors are performing work. The superintendent shall be a representative of the Contractor with the authority to make decision. If the Contractor shall fail to provide a non-working superintendent on a day when work is being performed, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day of failure to provide a non-working superintendent at the work site. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain.
7. It is further agreed that time is of the essence of each and every portion of this Contract and the specifications wherein a definite and certain time is fixed for the performance of any act whatsoever; and where under the contract an allowance of additional time for completion of any work is made, the new time fixed by such extension shall be of the essence of this Contract.
8. Should the Contractor be delayed in the final completion of the work by any act or neglect of the City of Tulsa, or of any employees of either, or by strikes, injunctions, fire or other cause or causes outside of and beyond the control of the Contractor and which, in the opinion of the Engineer, could have been neither anticipated or avoided, then an extension of time sufficient to compensate for the delay as determined by the Engineer, shall be granted by the City, provided however, that the Contractor shall give the City and the Engineer notice in writing of the cause of the delay in each case on the Extension of Time Request Form enclosed in these documents, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work included herein.
9. The Contractor shall submit the Extension of Time Request Form with each partial

payment application. Failure to submit the Extension of Time Request with a partial payment application shall constitute a complete waiver of any claim for time extension for the period covered by the partial payment.

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

SPECIAL PROVISIONS
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 PROVISION
FOR UTILITY RELOCATIONS
AND DESIGN ISSUES

It is the intent of this specification to provide no more than seventy-five **(75)** calendar days due to delays caused by required utility relocations and required design clarifications. Should the Contractor be delayed in the final completion of work by any utility relocation or design issue, additional days as determined by the Engineer shall be granted by the City. However, the Contractor shall give the Engineer notice in writing of the cause of the delay in each case on the Extension of Time Request Form enclosed in these documents and agrees that any claim shall be fully compensated for by the provisions of this specification to complete performance of the work. An adjustment will not be made to the contract time bid for incentive purposes.

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

TECHNICAL SPECIFICATIONS TABLE OF CONTENTS LEGACY PARK IMPROVEMENTS PROJECT

These Special Provisions are included in and are a part of the Bidding Documents for this project.

Division 1 - General:

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- 07900 Sealants

**SECTION 01050
FIELD ENGINEERING**

PART I - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Provide and pay for field engineering services required for project.
 - 1. Survey work required in execution of project.
 - 2. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.
 - 3. Record drawings.
- B. Owner's Representative will identify existing control points indicated on the drawings as required.

1.02 QUALIFICATIONS OF SURVEYOR OR ENGINEER

- A. Qualified engineer or registered land surveyor, acceptable to Contractor and Owner.
- B. Registered professional engineer in the State of Oklahoma, of the discipline required for the specific service required.

1.03 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points for the project are those designated on drawings.
- B. Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.
 - 1. Make no changes or relocations without prior written notice to Owner.
 - 2. Report to Owner's Representative when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.04 PROJECT SURVEY REQUIREMENTS

- A. Establish a minimum of one permanent bench mark on each site, referenced to data established by survey control points.
 - 1. Record locations with horizontal and vertical data on project record documents.
- B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means.
 - 1. Site improvements:
 - a. Stakes for grading, fill and topsoil placement.

- b. Utility slopes for invert elevations.
- 2. Batter boards for structures.
- 3. Building foundation, column locations and floor levels.
- 4. Controlling lines and levels required for Divisions 15 and 16.

C. From time to time, verify layouts by same methods.

1.05 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS

- A. Submit name and address of surveyor and professional engineer to Owner's Representative.
- B. Submit certificates signed by registered surveyor certifying that elevations and locations of improvements are in conformance or non-conformance with contract documents.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

**SECTION 01152
APPLICATION FOR PAYMENT**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B. Related work:
 - 1. Proposal and contract documents.

1.02 QUALITY ASSURANCE

- A. Prior to start of construction, secure the Owner's Representative's approval of the schedule of values required to be submitted.
- B. During progress of the work, modify the schedule of values as approved by the Owner's Representative to reflect changes in the contract sum due to change orders or other modifications of the Contract.
- C. Base requests for payment on the approved schedule of values.

1.03 SUBMITTALS

- A. Formal submittal: Unless otherwise directed by the Owner's Representative:
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certificate for Payment", plus continuation sheet or sheets, or other form as approved by Owner.
 - 2. Sign and notarize the Application and Certificate for Payment and the City "Uniform Voucher and Invoice for Construction Services".
 - 3. Submit the original of the Application and Certificate of Payment plus three (3) identical copies of the continuation sheet or sheets to the Owner's Representative.
 - 4. The Owner's Representative will sign the Application and Certificate for Payment, and distribute:
 - a. One original and two copies to Owner;

END OF SECTION

**SECTION 01200
PROJECT MEETINGS**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: To enable orderly review during progress of the work and to provide for systematic discussion of problems, the Owner's Representative will conduct project meetings throughout the construction period.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Proposal and Contract Documents and Sections in Division 1 of these Specifications.
 - 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are not the Owner's Representative responsibility and normally are not part of project meetings content.

1.02 QUALITY ASSURANCE

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.03 SUBMITTALS

- A. Job notes:
 - 1. The Owner's Representative will compile job notes of each project meeting and will furnish copies to the Contractor and to the Owner.
 - 2. Recipients of copies may make and distribute such other copies as they wish.

PART 2 - PRODUCTS

No products are required in this Section.

PART 3 - EXECUTION

3.01 MEETING SCHEDULE

- A. Except as noted below for Pre-construction Meeting, project meetings will be held monthly or as requested by the City or contractor.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.02 MEETING LOCATION

- A. The Owner's Representative will establish meeting location. To the maximum extent practicable, meetings will be held at the job site.

3.03 PRECONSTRUCTION MEETING

- A. A Pre-construction meeting will be scheduled after issuing the Notice to Proceed.
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Owner will advise other interested parties, including the Owner's Representative, and request their attendance.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items.
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers and Owner's Representative.
 - 2. Channels and procedures for communication.
 - 3. Construction schedule, including sequence of critical work and closing of any facilities.
 - 4. Contract documents, including distribution of required copies of original documents and revisions.
 - 5. Processing of shop drawings and other data submitted to Owner's Representative for review.
 - 6. Rules and regulations governing performance of the work.
 - 7. Procedures for safety and first aid, security, quality control, housekeeping and related matters.
 - 8. Location of underground utilities.
 - 9. Notification procedures for adjacent property owners.

3.04 PROJECT MEETINGS

- A. Attendance:
 - 1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the work.
 - 2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the work is involved.
- B. Minimum agenda:
 - 1. Review, revise and approve job notes of previous meetings.
 - 2. Review progress of the work since last meeting, including status of submittals for approval.
 - 3. Identify problems which impede planned progress.
 - 4. Develop corrective measures and procedures to regain planned schedule.
 - 5. Complete other current business.

END OF SECTION

**SECTION 01340
SUBMITTALS**

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures:
 - 1. Wherever possible throughout the Contract Documents the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.
 - 2. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Owner's Representative.
 - 3. Make all submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Construction progress schedules.
- C. Schedule of values.
- D. Shop drawings, product data and samples.
- E. Manufacturer's instructions and certificates.
- F. Submittal log.

1.02 RELATED REQUIREMENTS

- A. Individual requirements for submittals are described in pertinent sections of these Specifications.
- B. Related work:
Section 01700: Contract Closeout: Project Record Documents, Operating and Maintenance Data, Warranties and Bonds.

1.03 QUALITY ASSURANCE/CONTRACTOR RESPONSIBILITIES

- A. Coordination of submittals: Before each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item, and the submittal for it, conforms in all respects with the requirements of the Contract Documents. Coordinate with other trades as required. By affixing the

Contractor's signature to each submittal, certify that this coordination has been performed.

- B. Grouping of submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all delays so occasioned.
- C. Timing: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing deliveries.
- D. Notify Owner's Representative in writing with submittal of any deviations in submittals from Contract Document requirements.
- E. Do no fabrication or work which requires submittals until accepted by the Owner's Representative.

1.04 SUBMITTAL SCHEDULE

- A. Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the work. Include a list of each type of item for which Contractor's drawings, shop drawings, certificates of compliance, material samples, guarantees or other types of submittals are required. Adhere to the schedule except when specifically otherwise permitted. Submittal log is for Owner's Representative to track review.
- B. Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their ability to adhere. Coordinate as required to ensure the grouping of submittals.
- C. Revise and update the schedule on a monthly basis to reflect conditions and sequences. Promptly submit revised schedules to Owner's Representative for review and comment.

1.05 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings:
 - 1. Present in clear and thorough manner, with details referenced to sheet, detail, schedule or room numbers shown on Contract Drawings. Provide quantity directed by Owner's Representative.
- B. Product Data:

1. Preparation: Clearly mark each copy to identify pertinent products or models. Show performance characteristics and capacities, dimensions and clearances required, and wiring or piping diagrams and controls.
2. Modify manufacturer's standard drawings, diagrams and literature to delete information not applicable to work and supplement information specifically applicable to the work.

C. Samples:

1. Office samples: Provide in quantity and size directed, complete with integrally related parts and attachment devices and illustrating functional characteristics of product and full range of color, texture and pattern.
2. Field samples/mock-ups: Erect at project site at location acceptable to Owner's Representative in size or area specified in other specification sections. Fabricate to be complete and finished. Remove at conclusion of work or when directed.

D. Make submittals promptly and in such sequence as to cause no delay in work.

E. Submission Requirements:

1. Quantity required:
 - a. Shop drawings: Submit digital copies each..
 - b. Submit index brochures of mechanical and electrical submittals (manufacturer's literature and drawings) for final approval and distribution.
 - c. Product data: Complete catalogs will not be acceptable. Manufacturer's regular catalog sheets will be acceptable if they indicate completely all specification requirements. When manufacturer's catalog sheets are submitted, material not directly connected with subject shall be completely lined out. Where drawings cover several sizes or types of construction they shall clearly indicate size or type of construction to be used including a schedule identifying each piece of equipment. Submittals containing more than five different items of equipment shall be assembled with a table of contents.
2. Submittal contents:
 - a. Submission date and dates of any previous submissions.
 - b. Project title and number.
 - c. Names of Contractor, supplier and manufacturer.
 - d. Identification of product, with specification section number.
 - e. Field dimensions, clearly identified as such.
 - f. Applicable standards, such as ASTM, Federal Spec numbers, etc.
 - g. Relation to adjacent or critical features of work or materials.
 - h. Identification of deviations from Contract Documents.
 - i. Identification of revisions on resubmittals.
 - j. Contractor certification of submittal review, to include product verification, field measurements, quantities, coordination with adjacent equipment structural members, or architectural features, and

coordination of information within submittal with requirements of work and Contract Documents. Certification may be by stamp of approval or a letter of transmittal containing a statement to the effect that they have been reviewed. Uncertified submittals will be rejected.

F. Resubmission Requirements:

1. Make corrections or changes required by Owner's Representative and resubmit until accepted.
2. Shop drawings and product data: Revise and resubmit as specified for initial submittal; indicate any changes which have been made other than those requested by Owner's Representative.
3. Samples: Submit new samples as required for initial submittal.
4. Resubmission of structural shop drawings and product data: Resubmit finalized drawings and product data. File copy to Owner's Representative and Owner; field copy to field office. Resubmit all subsequent changes with changes and dates noted.

G. Distribution:

1. Distribute reproductions of shop drawings and product data which carry Owner's Representative and Owner's stamp of approval to job site and record documents file, other affected contractors, subcontractors and supplier or fabricator.
2. Distribute samples with Owner's Representative and Owner's stamp of approval as directed by Owner's Representative.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

Not Used

1.07 MANUFACTURER'S CERTIFICATES

- A. Submit certificates in accordance with requirements of each specification section.

1.08 PROJECT RECORD DOCUMENTS

- A. Submit in accordance with Section 01720 Project Record Documents.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 GENERAL PROCEDURES

- A. Deliver submittals to Owner's Representative.
- B. Transmit each item under Contractor's Standard Letter of Transmittal. Identify project, contractor, subcontractor, major supplier, pertinent drawing sheet and detail number and specification section number as appropriate. Identify deviations from Contract Documents.
- C. Submit initial progress and submittal schedules within 15 days after execution of Contract and schedule of values with first application for payment. Update with each Application for Payment reflecting changes since previous submittal.
- D. Comply with progress schedule for submittals related to work progress.
- E. After Owner's Representation and Owner's review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Distribute copies of review submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

3.02 OWNER'S REPRESENTATIVE REVIEW

- A. Owner's Representative duties:
 - 1. Review submittals with reasonable promptness.
 - 2. Affix stamp and initials or signature and indicate re-submittal requirements or approval of submittal.
 - 3. Submit to Owner for approval.
 - 4. Return submittals to Contractor for distribution or for resubmission.
- B. Review by the Owner's Representative shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.
- C. Authority to Proceed: The notations "Approved" or "Approved as Corrected" authorizes the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, required by the Owner's Representative review comments.
- D. Revisions: Make only those revisions directed or approved by the Owner's Representative and Owner.
- E. Revisions after approval: When a submittal has been reviewed by the Owner, re-submittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

END OF SECTION

**SECTION 01500
TEMPORARY FACILITIES AND CONTROLS**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the work including, but necessarily limited to:
 - 1. Temporary utilities such as heat, water, electricity and telephone;
 - 2. Field office for Contractor's personnel;
 - 3. Sanitary facilities;
 - 4. Enclosures such as tarpaulins, barricades and canopies;
 - 5. Temporary fencing of the construction site;
 - 6. Project sign.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Proposal and Contract Documents and Sections in Division 1 of these Specifications.
 - 2. Except that equipment furnished by Subcontractors shall comply with requirements pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the work are not part of this Section.
 - 3. Permanent installation and hookup of the various utility lines are described in other Sections of these Specifications.

1.02 PRODUCT HANDLING

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the work.

PART 2 - PRODUCTS

2.01 UTILITIES

- A. Water:
 - 1. Provide as necessary temporary piping and water supply and, upon completion of the work, remove such temporary facilities.
- B. Electricity:
 - 1. Provide necessary temporary wiring and, upon completion of the work, remove such temporary facility.
 - 2. Provide and pay for electricity used in construction.
- C. Heating: Provide and maintain heat necessary for proper conduct of operations needed in the work.

D. Telephone and Fax:

1. Contractor and superintendent to have cellular telephones accessible during normal business hours.
2. Contractor to maintain telephone and fax service at the Contractor's primary office to receive job correspondence. On-site fax not required.

2.02 FIELD OFFICES AND SHEDS

A. Contractor's facilities:

1. Contractor may at his discretion provide a field office building and sheds adequate in size and accommodation for Contractor's offices, supply and storage.
2. Within the Contractor's facilities, provide enclosed space, for holding project meetings. Furnish with table, chairs and utilities.

B. Sanitary facilities:

1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
2. Maintain in a sanitary condition at all times.

2.03 ENCLOSURES

A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges and other temporary construction necessary for proper completion of the work in compliance with pertinent safety and other regulations.

2.04 TEMPORARY FENCING

A. Provide and maintain for the duration of construction a temporary safety barricade of design and type needed to prevent entry onto the work by the public.

PART 3 - EXECUTION

3.01 MAINTENANCE AND REMOVAL

A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the work.

B. Remove such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Owner's Representative.

END OF SECTION

**SECTION 01510
SITE ACCESS**

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Work included: this information applies to situations in which a Contractor or his representatives including, but not limited to, suppliers, subcontractors, employees and field engineers enter upon The Project property.
- B. Related work:
 - Section 02000: Site Work.
 - Section 02070: Selective Demolition.
 - Section 02100: Site Preparation.
 - Section 02220: Excavating, Backfilling & Compacting.

1.02 QUALITY ASSURANCE

- A. Upon approval by Owner for access, notify all pertinent personnel regarding requirements of this information.
- B. Require that all personnel who will enter upon property certify their awareness of and familiarity with the requirements of the Owner.
- C. Tree protection in accordance with Section 02100.

1.03 SUBMITTALS

- A. Maintain an accurate record of the names and identification of all persons entering upon Park property and permit periodic review of record by Owner and/or Owner's Representative.
- B. Pre-construction photographs per Paragraph 1.07.

1.04 TRANSPORTATION FACILITIES

- A. Vehicle and equipment access:
 - 1. Provide protection for curbs, sidewalks, roads, parking, utilities and amenities over which trucks and equipment pass to reach work areas.

Contractor's vehicles:

Limit the access of vehicles belonging to employees and all other vehicles entering upon Park property to use only the access route shown on the drawings. Do not permit vehicles to park on any other area of the property except in the areas so designated at the pre-construction meeting.

1.05 NOTIFICATION BY CONTRACTOR

- A. The Contractor shall notify the Owner, in writing, two weeks in advance of any proposed construction activity on Owner's property. Said notice does not constitute authority to proceed with work in the Park. Official notice of approval will be at the discretion of the Owner.

1.06 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- A. The Contractor shall be responsible for the preservation of all property and shall protect carefully from disturbance or damage all said property witnessed or otherwise referenced their location and shall not move any item until directed.
- B. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials.
- C. The Contractor shall consult with the Owner regarding his work activities and shall install any and all barriers, warning signs, fencing, property protection, access control or other devices to the satisfaction of the Owner and needed to provide for public safety and protection of Property.
- D. When or where any direct or indirect damage or injury is done to property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by the Owner or he shall make good such damage or injury in an acceptable manner to the Owner.
- E. Tree protection in accordance with Section 02100.
- F. The contractor will work out a mutually acceptable plan with the Owner to provide access to the existing tennis courts and existing parking lot to accommodate league play.

1.07 PRE-CONSTRUCTION PHOTOGRAPHS OR VIDEO

- A. The Contractor shall provide digital photographs or video tapes of the specified work area one day prior to any work starting, but after appropriate construction staking and protection.
- B. Photographs shall be 3" x 5" color prints with information on the back of each print as follows: Show the job name, location of photograph, date of photograph and photographer's name, address and photograph number.

- C. Photographs shall be from a minimum of twenty-four (24) diversified overall views of the work area and of any pertinent Park property within construction limits. Additional photos may be required in unusual or extremely large sites.
- D. Each photograph shall be clear, in focus, with high resolution and sharpness and with minimum distortion.

1.08 CLEANING

- A. Progress cleaning:
 - 1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, packaging and shipping material. Remove such items from premises weekly.
 - 2. Weekly, and more often if necessary, inspect all materials stored on site, re-stack, tidy, or otherwise arrange in safe condition.
- B. Final cleaning:
 - 1. Completely remove resultant construction debris, particularly any loose rock or stone imported or uncovered during construction.
 - 2. Broom clean paved areas on site.
 - 3. Mow grass areas as directed which had not been under normal maintenance.
 - 4. Repair any areas of turfing that have been damaged by construction operations in accordance with Section 02934 Sodding.
 - 5. Alleviate compacted turf areas if access has been over turf, but no turf has to be placed. Compaction should be alleviated by a coring implement with 6" O.C. minimum coverage of 3" deep. Drag cores until leveled.
 - 6. Often when fences are erected for protection, holes are left when fence posts are pulled. Holes should be filled with appropriate top soil and settled with water to grade.

1.09 RECORD DOCUMENTS

- A. Submit to Owner a complete record drawing clearly indicating all work both concealed and visible.
- B. Information shall be tied to base line control data of the Owner and so noted on the Owner's field books.

1.10 FINAL APPROVAL

- A. Upon the completion of all work a final inspection must be made by the Owner to determine whether the work has been completed in accordance with the contract, plans and/or specifications.

- B. When the work has been so completed the Owner will provide certification of same and forward to appropriate contracting authorities.
- C. Acceptance by Owner shall not restrict or prohibit the rights provided for in regard to latent defects, frauds or such gross mistakes as may amount to fraud or as regards the rights under any warranty guarantee.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

**SECTION 01700
CONTRACT CLOSEOUT**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed work to the Owner.
- B. Related work:
 - 1. Proposal and contract documents.

1.02 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Owner's Representative, use adequate means to assure that the work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.03 PROCEDURES

- A. Substantial Completion:
 - 1. Contractor:
 - a. Submit written certification through Owner's Representative to the Owner that project is substantially complete in accordance with the construction contract.
 - b. Submit list of major items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the contractor to complete all work in accordance with the contract documents.
 - 2. Owner's Representative will make an inspection within seven (7) days after receipt of certification together with the Owner.
 - 3. Should Owner's Representative consider that work is substantially complete in accordance with the construction contract:
 - a. Contractor shall prepare a punch list of items to be completed or corrected as determined by the inspection.
 - b. The Owner will prepare a Certificate of Substantial Completion for the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Certificate of Substantial Completion shall contain the following:
 - (1) Date of Substantial Completion;
 - (2) Punch list of items to be completed or corrected.
 - (3) The time within which Contractor shall complete or correct work of listed items.
 - (4) Date and time Owner will assume possession of work or designated portion thereof.

- c. Contractor shall:
 - (1) Complete work listed for completion or correction within the designated time.
 - (2) Refer to Construction Contract for post substantial completion requirements.
4. Should Owner's Representative consider that work is not substantially completed:
 - a. He shall immediately notify Contractor in writing stating reasons.
 - b. Contractor: Complete work and send second written notice through Owner's Representative to Owner certifying that the project is substantially complete.
 - c. Owner's Representative will re-inspect work.

B. Final Completion:

1. Contractor shall submit written certification that:
 - a. Contract documents have been reviewed;
 - b. Project has been inspected for compliance with contract documents.
 - c. Work has been completed in accordance with the construction contract.
 - d. Equipment and systems have been tested in presence of Owner and are operational.
 - (1) Equipment and systems shall be operated in a normal mode for a minimum period of three (3) weeks prior to final inspection.
 - e. Owner's personnel have been instructed in operation of all systems, mechanical, electrical and other equipment.
 - f. Project is completed, ready for final inspection.
2. Owner's Representative will make final inspection within seven (7) days after receipt of certification.
3. Should Owner's Representative consider that work is finally complete in accordance with contract documents, contractor shall submit final Application for Payment.
4. Should Owner's Representative consider that work is not finally complete:
 - a. He shall notify contractor, in writing, stating reasons.
 - b. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice through Owner's Representative to Owner certifying that work is complete.
 - c. Owner's Representative will re-inspect work.

1.04 REINSPECTION COSTS

A. Should Owner's Representative be required to perform more than two (2) inspections for project substantial completion and project final completion, respectively because of failure of work to comply with original certifications of contractor, the contractor will compensate Owner's Representative for additional services to include time and reimbursable expenses incurred by the Owner's Representative and his consultants. This amount will be deducted from final payment to the Contractor.

1.05 RETURN OF CONTRACT DOCUMENTS

A. Return of Drawings: Drawings, details, sketches and specifications are property of Owner, and are issued to contractor as instruments of service only. If required, contractor shall return same to Owner.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

Not used

END OF SECTION

**SECTION 01720
PROJECT RECORD DOCUMENTS**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included:
 - 1. Throughout progress of the work, maintain an accurate record of changes in the Contract Documents as described in Article 3.01 below.
 - 2. Upon completion of the work, transfer the recorded changes to a set of Record Documents, as described in Article 3.02 below.

- B. Related work:
 - 1. Proposal and contract documents.
 - 2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Owner's Representative.

- B. Accuracy of records:
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
 - 2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.

- C. Make entries within 24 hours after receipt of information that the change has occurred.

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.

- B. The Owner's Representative's approval of the current status of Project Record Documents may be a prerequisite to the Owner's Representative approval of requests for progress payment and request for final payment under the Contract.

- C. Prior to submitting each request for progress payment, secure the Owner's Representative's approval of the current status of the Project Record Documents.

D. Prior to submitting request for final payment, submit the final Project Record Documents to the Owner's Representative and secure his approval.

1.04 PRODUCT HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the work and transfer all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Owner's Representative's approval.
 1. Such means shall include, if necessary in the opinion of the Owner's Representative, removal and replacement of concealing materials.
 2. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 - PRODUCTS

2.01 RECORD DOCUMENTS

- A. Job set: Promptly following receipt of the Owner Notice to Proceed, secure from the Owner's Representative at no charge to the Contractor one complete set of all Documents comprising the Contract.
- B. Final Record Documents: At the time of completion of the work, deliver all job as-built plans to the Owner's Representative clearly marked and legible.

PART 3 - EXECUTION

3.01 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described in Paragraph 2.01 above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET."
- B. Preservation:
 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Owner's Representative.
 2. Do not use the job set for any purpose except entry of new data and for review by the Owner's Representative until start of transfer of data to final Project Record Documents.
 3. Maintain the job set at the site of work as that site is designated by the Owner's Representative.

- C. Making entries on Drawings:
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
 - 2. Date all entries.
 - 3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
 - 4. In the event of overlapping changes, use different colors for the overlapping changes.
- D. Make entries in the pertinent other Documents as approved by the Owner's Representative.
- E. Conversion of schematic layouts:
 - 1. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts and similar items is shown schematically and is not intended to portray precise physical layout.
 - a. Final physical arrangement is determined by the Contractor, subject to the Owner's Representative's approval.
 - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the Drawings.
 - 2. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items such as are described in subparagraph 3.01 E. 1. above.
 - a. Clearly identify the item by accurate note such as "cast iron drain", "galv. water" and the like.
 - b. Show, by symbol note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed" and the like).
 - c. Make all identification sufficiently descriptive that it may be related reliably to the Specifications.
 - 3. The Owner's Representative may, subject to Owner approval, waive the requirements for conversion of schematic layouts where, in the Owner's Representative's judgement, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Owner.

3.02 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of the work to proceed without lengthy and expensive site measurement, investigation and examination.
- B. Approval of recorded data prior to transfer:

1. Secure the Owner's Representative's approval that all recorded data is clearly marked and legible.
2. Make required revisions requested by the Owner's Representative.

C. Transfer of data to other Documents:

1. If the Documents other than Drawings have been kept clean during progress of the work, and if entries thereon have been orderly to the approval of the Owner's Representative, the job set of those Documents other than Drawings will be accepted as final Record Documents.
2. If any such Document is not so approved by the Owner's Representative, secure a new copy of that Document from the Owner's Representative at the Owner's Representative's usual charge for reproduction and handling and carefully transfer the change data to the new copy to the approval of the Owner's Representative.

D. Review and submittal:

1. Submit the completed set of Project Record Documents to the Owner's Representative.
2. Participate in review meetings as required.

E. Final Record Documents: At the time of completion of the work, deliver all job as-built plans to the Owner's Representative clearly marked and legible. The Owner's Representative will transfer the contractor's information electronically to the original contract documents.

1. The Contractor is responsible for the accuracy of all information contained within the Record Documents. The Owner's Representative is not responsible for the accuracy of the information and is responsible only for entering the information into the original Construction Documents.
2. The Owner's Representative will be responsible for delivering the final Record Documents to the Owner.

END OF SECTION

**SECTION 01730
OPERATION AND MAINTENANCE DATA**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: To aid the continued instruction of operating and maintenance personnel and to provide a positive source of information regarding the products incorporated into the work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.
- B. Related work:
 - 1. Proposal and construction documents.
 - 2. Required contents of submittals also may be amplified in pertinent other Sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section and skilled in technical writing to the extent needed for communicating the essential data.

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Submit two copies of a preliminary draft of the proposed Manual or Manuals to the Owner's Representative for review and comments.
- C. Unless otherwise directed in other Sections, or in writing by the Owner's Representative, submit four copies of the final Manual to the Owner's Representative prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.01 INSTRUCTION MANUALS

- A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Format:
 - 1. Size: 8-1/2" x 11".
 - 2. Paper: White bond, at least 20 lb. Wt.
 - 3. Text: Neatly written or printed.

4. Drawings: 11' in height; bind in with text; foldout acceptable, not to exceed 11x17".
5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
6. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside the Manual; 3-ring binders will be acceptable; all binding is subject to Owner's Representative's approval.
7. Measurements: Provide all measurements in U.S. standard units such as feet and inches, lbs, and cfm.

C. Provide front and back covers for each Manual, using durable material approved by the Owner's Representative and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

Name and address of work
Name of Contractor
General Subject of this Manual

Owner's Representative

D. Contents: Include at least the following:

1. Neatly typewritten index near the front of the Manual.
2. For architectural products, applied materials and finishes:
 - a. Manufacturer's data, giving full information on finishes:
 - (1) Catalog number, size, composition.
 - (2) Color and texture designations.
 - (3) Information required for reordering special manufactured products.
 - b. Instructions for care and maintenance:
 - (1) Manufacturer's recommendations for types of cleaning agents and methods.
 - (2) Cautions against cleaning agents and method which are detrimental to product.
 - (3) Recommended schedule for cleaning and maintenance.
 - c. All approved submittals.
3. For moisture protection and weather exposed products:
 - a. Manufacturer's data, giving full information on products.
 - (1) Applicable standards.
 - (2) Chemical composition.
 - (3) Details of installation.
 - b. Instructions for inspection, maintenance and repair.
 - c. All approved submittals.
4. For each electric and electronic system and mechanical system as appropriate:

- a. Description of system and component parts. Function, normal operating characteristics and limiting conditions. Complete nomenclature and commercial number of replaceable parts.
- b. Circuit directories of panel boards: Electrical service, controls and communications.
- c. Operating procedures: Routine and normal operating instructions, sequences required and special operating instructions.
- d. Maintenance procedures: Routine operations, guide to "trouble-shooting", disassembly, repair and re-assembly and adjustment and checking.
- e. Manufacturer's printed operating and maintenance instructions.
- f. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
- g. Other data as required under pertinent sections of specifications.
- h. All approved submittals.

- 5. Certificate of substantial completion.
- 6. Master list of extended warranty items.

PART 3 - EXECUTION

3.01 INSTRUCTION MANUALS

- A. Preliminary:
 - 1. Prepare a preliminary draft of each proposed Manual.
 - 2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
 - 3. Secure the Owner's Representative's approval prior to proceeding.
- B. Final:
 - 1. Complete the Manuals in strict accordance with the approved preliminary drafts and the Owner's Representative's review comments.
- C. Revisions:
 - 1. Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Owner's Representative.

END OF SECTION

**SECTION 02000
SITE WORK**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. These general site work requirements apply to all site work operations. Refer to Division 2 specification sections for specific general, product and execution requirements.
- B. Related work:
 - Section 01510: Site Access.
 - Section 02070: Selective Demolition.
 - Section 02100: Site Preparation.
 - Section 02220: Excavating, Backfilling and Compacting.

1.02 QUALITY ASSURANCE

- A. Comply with all applicable local, state and federal requirements regarding materials, methods of work and disposal of excess and waste materials.

1.03 PROJECT CONDITIONS

- A. Locate and identify existing underground and overhead services and utilities within contract limit work areas. Provide adequate means of protection of utilities and services designated to remain. Repair utilities damaged during site work operations at Contractor's expense.
- B. Arrange for disconnection, disconnect and seal or cap all utilities and services designated to be removed before start of site work operations. Perform all work in accordance with the requirements of the applicable utility company or agency involved.
- C. When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation. If the services are Owner maintained, notify Owner's Representative immediately.
- D. Locate, protect and maintain bench marks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items at Contractor's expense.
- E. Perform site work operations and the removal of debris and waste materials to assure minimum interference with streets, walks and other adjacent facilities.

- F. Give the owner 24 hour advanced notice to close or obstruct street, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways.
- G. Control dust caused by the work. Dampen surfaces as required. Comply with pollution control regulations of governing authorities.
- H. Protect existing buildings, paving and other services or facilities on site and adjacent to the site from damage caused by site work operations. Cost of repair and restoration of damaged items at Contractor's expense.
- I. Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal. Remove or coordinate the removal of traffic signs, parking meters and postal mail boxes with the applicable governmental agency. Provide for temporary relocation when required to maintain facilities and services in operation during construction work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Examine the areas and conditions under which site work is performed. Do not proceed with the work until unsatisfactory conditions are corrected.
- B. Consult the records and drawings of adjacent work and of existing services and utilities which may affect site work operations.

END OF SECTION

**SECTION 02070
SELECTIVE DEMOLITION**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Carefully demolish and remove from the site those items scheduled to be demolished and removed.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to Proposal and Contract Documents and Sections in Division 1 of these Specifications.
 - 2. Section 01510: Site Access.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. By careful study of the Contract Documents, determine the location and extent of selective demolition to be performed.
- B. Visit the site and verify the extent and location of selective demolition required.
 - 1. Carefully identify limits of selective demolition.
 - 2. Mark interface surfaces as required to enable workmen also to identify items to be removed and items to be left in place intact.
- C. Prepare and follow an organized plan for demolition and removal of items.
 - 1. Shut off, cap and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction.
 - 2. Completely remove items scheduled to be so demolished and removed, leaving surfaces clean, solid and ready to receive new materials specified elsewhere.

3. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.
- D. Demolished material shall be considered to be property of the Contractor and shall be completely removed from the job site unless otherwise specified.
- E. Use means necessary to prevent dust becoming a nuisance to the public, to neighborhoods and to other work being performed on or near the site.

3.02 REPLACEMENTS

- A. In the event of demolition of items not so scheduled to be demolished, promptly replace such items to the approval of the Owner at no additional cost to the Owner.

END OF SECTION

**SECTION 02100
SITE PREPARATION**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Perform site preparation work as shown and specified. The work includes:
 - 1. Protecting existing trees to remain.
 - 2. Removing trees and other vegetation.
 - 3. Removing designated site improvements.

- B. Related work:
Section 01510: Site Access.

1.02 QUALITY ASSURANCE

- A. Comply with Section 02000 Site Work requirements.

- B. Notify all contractor employees and subcontractors of provisions of this Section.

- C. Council of Tree and Landscape Appraisers

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials and equipment: As selected by the contractor except as noted.

- B. Tree protection:
 - 1. Wood fencing, snow fencing.

PART 3 - EXECUTION

3.01 TREE PROTECTION

- A. Protect existing trees scheduled to remain against injury or damage, including cutting, breaking or skinning of roots, trunks or branches; smothering by stockpiled construction materials, excavated materials or vehicular traffic within branch spread.
 - 1. Protect designated trees with temporary wood or vinyl snow fence enclosure. Provide a minimum 12'-0" radius from center of tree trunk. Increase enclosure size as directed for large trees up to and including the drip line.

2. Erect temporary fencing before commencing site preparation work. Maintain fencing during full construction period. Remove temporary fencing when acceptable to Owner's Representative.
4. Repair trees scheduled to remain and damaged by construction operations in a manner acceptable to the Owner's Representative. Repair damaged trees promptly to prevent progressive deterioration caused by damage.
5. Replace trees scheduled to remain and damaged beyond repair by construction operations as determined by the Owner's Representative with trees of similar size and species of equal dollar value. Cost for tree replacement shall be determined in accordance with the "Guide for Establishing The Value of Trees and Other Plants", published by the Council of Tree and Landscape Appraisers.
6. Tree replacement as required by paragraph 5 shall be in accordance with Specification Section 02900 Trees, Plants and Ground Covers.
7. Replacement of trees scheduled to remain and damaged by construction operations during construction operations, and securing an opinion as to the tree or plant's health and its value, shall be at contractor's expense.
8. Tree loss appraisal shall be in accordance with the "Guide for Establishing the Values of Trees and Other Plants", by the Council of Tree and Landscape Appraisers.

3.02 CLEARING

- A. Locate and suitably identify trees and improvements indicated to remain.
- B. Clear and grub areas within contract limits as required for site and execution of the work.
- C. Remove trees as designated on the plans with the approval of the Owner's Representative.

3.03 STRIPPING TOPSOIL

- A. Strip topsoil to its full depth at all areas to be re-graded, resurfaced or paved within contract limit work area.
- B. Stockpile topsoil in a location acceptable to the Owner's Representative for use in finish grading and preparation of lawns and planting beds.
 1. Grade and slope stockpiles for proper drainage and to prevent erosion.
 2. No topsoil shall be removed from the site.
- C. Protect all areas which are not to be resurfaced or re-graded and adjacent areas outside of the contract limits from damage due to site preparation work.

3.04 SITE IMPROVEMENTS

A. Existing Utilities

1. Information on the drawings relating to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. Excavate test pits as required to determine exact locations of existing utilities.
2. Call Okie for utility staking not County owned.
3. Call Owner's Representative to coordinate County maintained utility staking.

3.05 DISPOSAL OF WASTE MATERIALS

- A. Stockpile, haul from site and legally dispose of waste materials and debris. Accumulation is not permitted.
- B. Maintain disposal routes clear, clean and free of debris.
- C. On-site burning of combustible cleared materials is allowed with proper permit and burn pit.

3.06 CLEANING

- A. Upon completion of site preparation work, clean area within contract limits, remove tools and equipment. Provide site clear, clean and free of materials and debris and suitable for site work operations.

END OF SECTION

**SECTION 02211
ROUGH GRADING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Removal and stockpiling of topsoil and subsoil.
- B. Cutting, grading, filling and rough contouring the site.

1.02 RELATED SECTIONS

- A. Section 021010 - Site Preparation.
- B. Section 02220 - Excavating, Backfilling & Compaction.
- C. Section 02265 - Finish Grazing: Finish grading with topsoil to contours.

1.03 REFERENCES

- A. Relations of soils and Soil-Aggregate Mixtures, Using 5.5 lb Rammer and 12 inch Drop.
- B. ANSI/ASTM D 1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
- C. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of soils and Soil-Aggregate Mixtures Using 10 lb. Rammer and 18 inch Drop.

1.04 PROJECT RECORDS DOCUMENTS

- A. Submit under provisions of section 01700.
- B. Accurately record actual locations of utilities remaining, by horizontal dimensions, elevations or inverts, and slopes gradients.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

- A. Off-Site Fill: Off-site fill shall be material with plasticity index less than 18 and shall contain at least 15% fines (material passing #200 sieve.)

PART 3 EXECUTION

3. 01 EXAMINATION

- A. Verify site conditions.
- B. Verify that survey benchmark and intended elevations for the work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.
- C. Notify utility company as necessary to remove and relocate utilities.
- D. Protect above and below grade utilities which are to remain.
- E. Protect plant life, lawns, rock outcropping and other features remaining as portion of final landscaping.
- F. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.

3.03 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded.
- B. Stockpile in area designated on site. Remove excess topsoil not being reused, from site.
- C. Do not excavate wet topsoil.
- D. Stockpile to depth not exceeding 8 feet. Cover to protect from erosion.

3.04 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be further excavated, re-landscaped, or re-graded.
- B. Stockpile in area designated on site. Remove excess subsoil not being reused, from site.
- C. Do not excavate wet subsoil.
- D. Stockpile subsoil to depth not exceeding 8 feet. Cover to protect from erosion.
- E. When excavation through roots is necessary, perform work by hand and cut roots with sharp axe.

3.05 FILLING

- A. Fill areas to contours and elevations with unfrozen materials
- B. Granular Fill: Place and compact materials in continuous layers not exceeding 8 inches compacted depth, compacted to 95 percent.
- C. Subsoil and Topsoil Fill: Place and compact material in continuous layers not exceeding 9 inches compacted depth compacted to 95 percent.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise.
- F. Make grade changes gradual. Blend slope into level areas.
- G. Remove surplus fill materials from site.

3.06 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus 1/10 foot.

3.07 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01410.
- B. Tests and analysis of fill materials will be performed in accordance with ANSI/ASTM D698 D1557 and with Section 01410.
- C. Compaction testing will be performed in accordance with ANSI/ASTM D968 and with Section 01410.
- D. If test indicate Work does not meet specified requirements, remove work, replace and retest at no cost to owner.
- E. Frequency of Test: 50 feet on center.

END OF SECTION

**SECTION 02220
EARTHWORK**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Excavate, backfill, compact and grade the site to the elevations shown on the drawings as specified herein and as needed to meet the requirements of the construction shown in the Contract Documents.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, Proposal and Contract Documents and Sections in Division 1 of these Specifications.
 - 2. Section 01510: Site Access.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity and numbers to accomplish the work of this Section in a timely manner.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. Fill and backfill materials:
 - 1. Provide soil materials free from organic matter and deleterious substances, containing no rocks or lumps over 6" in greatest dimension and with not more than 15% of the rocks or lumps larger than 2-1/2" in their greatest dimension.
 - 2. Fill material is subject to the approval of the Owner's Representative and is that material removed from excavations or imported from off-site borrow areas, predominantly granular, non-expansive soils free from roots and other deleterious matter.
 - 3. Do not permit rocks having a dimension greater than 1" in the upper 12" of fill or embankment.
 - 4. Where fill material is required to build up a building pad and/or under building slabs, provide select low PI material. Select fill material used should be free of organic or other deleterious matters, have a maximum particle size of three (3) inches, and have a liquid limit less than thirty-five (35) and a plasticity index between six (6) and twelve (12) and consist of sandy clays or clayey sands.

5. Where granular base is called for under building slabs, provide aggregate complying with requirements of Section 03300 of these Specifications.

2.02 TOPSOIL

- A. Where shown on the drawings or otherwise required, provide topsoil consisting of friable fertile soil of loamy character containing a minimum of 2% decayed organic matter (humus) normal to the region, capable of sustaining healthy plant life and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than 1" in greatest dimension, noxious weeds, sticks, brush, litter and other deleterious matter.
- B. Obtain topsoil from sources within the project limits or provide imported topsoil obtained from sources outside the project limits or from both sources.

2.03 OTHER MATERIALS

- A. Provide other materials not specifically described but required for complete and proper installation as selected by the Contractor subject to the approval of the Owner's Representative.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Utilities: Refer to Section 2000 Site Work.
- B. Protection of persons and property:
 1. Barricade open holes and depressions occurring as part of the work and post warning lights on property adjacent to or with public access.
 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 3. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, washout and other hazards created by operations under this Section.
- C. De-watering:
 1. Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains and other approved methods.
 2. Keep excavations and site construction area free from water.
- D. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors and to other work being performed on or near the site.
- E. Maintain access to adjacent areas at all times.

3.02 EXCAVATING

- A. Perform unclassified excavating of every type of material encountered within the limits of the work to the lines, grades and elevations indicated and specified herein.
- B. Excavation of rock:
 - 1. Where rocks, boulders, or similar material is encountered and where such material cannot be removed or excavated by conventional earth moving or ripping equipment, take required steps to proceed with the general grading operations of the work and remove or excavate such material by means which will neither cause additional cost to the Owner nor endanger buildings or structures whether on or off the site.
 - 2. Do not use explosives without written permission from the Owner's Representative.
 - 3. The definition of "Rock Excavation" will apply as stated in the "Standard Specifications for Highway Construction", Oklahoma Department of Transportation, edition of 1988 or latest revision.
- C. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.
- D. Borrow:
 - 1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the work from borrow areas selected and paid for by the Contractor and approved by the Owner's Representative.
 - 2. Grade borrow areas upon completion to provide complete surface drainage and to blend with surrounding contours.
 - 3. Contractor is required to excavate sufficient material to construct contours and features as per plans. Payment of all excavation will be paid as a lump sum.
- E. Surplus material:
 - 1. Owner's Representative will direct contractor in the placement of surplus excavated material.
 - 2. Surplus material will be used on the project or stored on site at a location approved by the Owner's Representative.
- F. Swales, ditches and gutters:
 - 1. Cut accurately to the cross sections, grades and elevations shown on the grading plans.
 - 2. Maintain excavations free from detrimental quantities of leaves, sticks, trash and other debris until completion of the work.
 - 3. Swales and ditches shall be smooth in nature to accommodate standard mowing practices and equipment.
- G. Unauthorized excavation:
 - 1. Unauthorized excavation consists of removal of materials beyond indicated sub-grade elevations or dimensions without specific instruction from the Owner's Representative.
 - 2. Under footings, foundations or retaining walls:

- a. Fill unauthorized excavations by extending the indicated bottom elevation of the footing or base to the excavation bottom without altering the required top elevation.
- b. When acceptable to the Owner's Representative, lean concrete fill may be used to bring the bottom elevation to proper position.
3. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the Owner's Representative.

H. Stability of excavations:

1. Slope sides of excavations to 1:1 or flatter, unless otherwise directed by the Owner's Representative.
2. Shore and brace where sloping is not possible because of space restrictions or stability of the materials being excavated.
3. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

I. Excavating for structures:

1. Conform to elevations and dimensions shown within a tolerance of 0.10 ft and extending a sufficient distance from footings and foundations to permit placing and removing concrete formwork, installation of services, other construction required and for inspection.
2. In excavating for footings and foundations, take care not to disturb bottom of excavation:
 - a. Excavate by hand tools to final grade just before concrete is placed.
 - b. Trim bottoms to required lines and grades to leave solid base to receive concrete.
3. Excavate for footings and foundations only after general site excavating, filling and grading are complete.

J. Cold weather protection:

1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

K. Excavating for detention ponds:

1. The exposed sub-grade of pond areas shall be scarified to a minimum depth of 8 inches. Before compaction, the scarified soils shall be adjusted to within a moisture content range of plus or minus 2 percent of optimum moisture content.

3.03 FILLING AND BACKFILLING

A. General:

1. For each classification listed below, place acceptable soil material in layers to required sub-grade elevations.

2. In excavations:
 - a. Use satisfactory excavated or borrow material.
3. Building pads and/or under building slabs:
 - a. Provide Select low PI material to build up building pad and slab to elevations called out on the drawings. If the material on site is not suitable, the select material will need to be imported from off site.
 - b. Use granular fill, if so called for on the drawings or soils report, complying with aggregate acceptable under Section 03300 of these Specifications.

B. Ground surface preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious matter from ground surface prior to placement of fills.
2. Plow, strip or break up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.
3. When existing ground surface has a density less than that specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture-condition to the optimum moisture content and compact to required depth and percentage of maximum density.

C. Placing and compacting:

1. Place backfill and fill materials in layers not more than 8" in loose depth.
2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
3. Compact each layer to required percentage of maximum density for area. Compact per paragraph 3.05 A., B. and C. this Section.
4. Do not place backfill or fill material on surfaces that are muddy, frozen or containing frost or ice.
5. Place backfill and fill materials evenly adjacent to structure's required elevations.
6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.

3.04 GRADING

A. General:

1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.
2. Smooth the finished surface within specified tolerance.
3. Compact with uniform levels or slopes between points where elevations are shown on the drawings or between such points and existing grades.

4. Where a change of slope is indicated on the drawings, construct a rolled transition section having a minimum radius of approximately 8'-0" unless adjacent construction will not permit such a transition or if such a transition defeats positive control of drainage.
- B. Grading outside building lines:
 1. Grade adjacent to buildings to achieve drainage away from the structures and to prevent ponding.
 2. Finish the surfaces to be free from irregular surface changes, and:
 - a. Shape the surface of areas scheduled to be under walks to line, grade and cross-section with finished surface not more than 0.10 ft above or below the required sub-grade elevation.
 - b. Shape the surface of areas scheduled to be under pavement to line, grade and cross-section, with finished surface not more than 0.05 ft above or below the required sub-grade elevation.

3.05 COMPACTING

- A. Control soil compaction during construction to provide the minimum percentage of density specified for each area as determined according to ASTM D1557. All areas are to achieve a 95% proctor density minimum, and an 85% proctor density for the final lift in sod and planting areas only.
- B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place and/or as specified by the Soil Engineer's report.
 1. Structures:
 - a. Compact the top 8" of sub-grade and each layer of fill material or backfill material at 98% of maximum density unless otherwise called out in the plans or soils report.
 2. Lawn and unpaved areas:
 - a. Compact the top 8" of sub-grade at 85% of maximum density, all other layers of fill material or backfill material are to be 95% of maximum density. The top 8" of sub-grade in lawn areas is not to exceed 90% of maximum density.
 3. Walks
 - a. Compact the top 8" of sub-grade and each layer of fill material or backfill material at 95% of maximum density unless otherwise called out in the plans or soils report.
 4. Pavements:
 - a. Compact the top 8" of sub-grade and each layer of fill material or backfill material at 95% of maximum density unless otherwise called out in the plans or soils report.
- C. Moisture control:

1. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by disk ing, harrowing or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the Owner's Representative.

3.06 TREATED SUBGRADE

- A. All parking lot pavement sub-grade shall be treated in accordance the plans and Engineers Soils Report.

3.07 FIELD QUALITY CONTROL

- A. Secure Owner's Representative's inspection and approval of sub-grades and fill layers before subsequent construction is permitted thereon.
- B. Provide at least the following tests to the approval of the Owner's Representative.
 1. At paved areas, a minimum of one field density test for every 7,500 square feet, but a minimum of three tests for all areas or as requested by the Owner's Representative. Testing to be paid for by the City.
 2. At lawn and unpaved areas, at least one field density test for every 20,000 square feet, but a minimum of three test for all areas or as requested by the Owner's Representative. Testing to be paid for by the City.
 3. Sub-grade shall be checked for stability even though it may meet the compaction requirements. The check for stability shall be proof rolling with a large roller or loaded dump truck and visual observation to insure that there is no pumping of the sub-grade.
- C. If, in the Owner's Representative's opinion based on reports of the testing laboratory, sub-grade or fills which have been placed are below specified density, provide additional compacting and testing under the provisions of Section 01410 of these Specifications. Re-testing of areas that failed and have to be re-tested to be paid for by the contractor.

3.08 MAINTENANCE

- A. Protection of newly graded areas:
 1. Protect newly graded areas from traffic and erosion and keep free from trash and weeds.
 2. Repair and reestablish grades in settled, eroded and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape and compact to the required density prior to further construction.

3.09 CERTIFICATION

- A. Upon completion of this portion of the work and as a condition of its acceptance, deliver to the Owner's Representative a written report certifying that the compaction requirements have been obtained. State in the report the area or fill or embankment, the compaction density obtained and the type or classification of fill material placed.

END OF SECTION

**SECTION 02265
FINISH GRADING**

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Finish grade subsoil.
- B. Place, level, and compact topsoil.

1.02 RELATED WORK

- A. Section 02211 - Rough grading subsoil to site contours.
- B. Section 03300 – Cast In Place Concrete

1.03 PROTECTION

- A. Protect landscaping and other features remaining as final work.
- B. Protect existing structures, fences, sidewalks, paving and curbs.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: Imported, see Section 02220 – Excavating, Backfilling and Compaction; and 02934 – Sodding.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify site conditions and note irregularities affecting work of this Section.
- B. Beginning work of this Section means acceptance of existing conditions.

3.02 SUBSOIL PREPARATION

- A. Eliminate uneven areas and low spots. Remove debris, roots, branches, and stones, in excess of $\frac{1}{2}$ inch in size. Remove subsoil contaminated with petroleum products.

3.03 PLACING TOPSOIL

- A. Place topsoil in areas where earth or no other building or paving is scheduled on the drawings.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
- D. Remove stone, roots, grass, weeds, debris, and foreign material while spreading.
- E. Manually spread topsoil around trees, plants, building, and concrete curbs to prevent damage.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.04 TOLERANCES

- A. Top of Topsoil: Plus or minus 1/10 ft.

END OF SECTION

**SECTION 02790
DOG SPECIFIC SYNTHETIC GRASS OUTDOOR SURFACE**

1.1 DESCRIPTION OF WORK

The contractor shall provide all labor, materials, equipment, and tools necessary for the complete installation of a “no infill” synthetic grass dog surface with a stable draining base. The complete synthetic grass system shall consist of, but not necessarily be limited to the following:

- A. Area of construction with the extent of artificial turf work as shown on the drawings.
- B. Subgrade, base, and drainage construction as specified in Section 2 and Section 3 of this document.
- C. Quality synthetic grass product manufactured in the USA according to specifications in Section 2 of this document. Product shall be a knitted synthetic grass product (not tufted) and contain an antimicrobial agent while meeting or exceeding all guidelines as established herein. For characteristics not specifically stated, they shall meet or exceed all guidelines published by the Synthetic Turf Council.
- D. The synthetic grass surface shall be specifically designed, manufactured, and installed for the intended use as a commercial/high use dog surfacing solution.
- E. Plastic perimeter boards (“2x4” or “2x2” set vertically) are to surround the entire area for anchoring of the turf. The top edge of this surface is to be a minimum of 1/2” below any adjacent solid walking surfaces where there could be foot traffic.
- F. Stainless steel staples, 1” in length, are to be used to anchor the synthetic turf to the perimeter boards.

1.2 SYSTEM PERFORMANCE

Contractor shall ensure that products for pet/dog system meet the following performance requirements:

- A. The components, as well as the installation methods utilized, shall be designed and executed in a manner to hold up to the unique challenges dogs present. The materials as herein after specified shall withstand full climatic exposure in the location of the play yard/dog run, be resistant to insect infestation, rot, fungus, mold and mildew, shall also withstand ultra-violet rays, and allow the free flow of water vertically through the surface and into the drainage below.

- B. The seams of all system components shall provide a permanent, tight, secure, and hazard free surface.
- C. The installed synthetic grass and drainage system shall allow for drainage and water flow through the system at a rate of not less than 800" per hour.

1.3 SERVICE AND QUALITY ASSURANCE

Synthetic grass vendor shall provide ongoing service, quality assurance, and warranty, consisting of, but not necessarily be limited to, the following:

- A. The synthetic grass vendor must provide competent workmen skilled in this type of dog surface installation. The synthetic grass vendor shall provide a qualified installation foreman to coordinate and review the component parts of the synthetic grass system. Foreman shall be introduced to owner or owner's representative prior to start of construction.
- B. The synthetic grass vendor and installer must be experienced with no less than six completed commercial dog installations (2500 sf or greater) where a knitted synthetic grass surface was installed. Installer must be competent in the installation of this material, including attachment of seams, proper trimming, and attaching techniques, prior to the start of turf installation.
- C. The synthetic grass vendor shall submit its manufacturer's warranty, which warrants the synthetic grass product:
 - 1. Provide coverage of synthetic grass for a minimum of fifteen (15) years from the date of substantial completion.
 - 2. Warrant that the materials installed meet or exceed the product specifications.
 - 3. Be from a single source (certified by manufacturer) covering workmanship and all materials.
 - 4. Assure the availability of exact or substantially the same replacement materials for the synthetic grass system for the full warranty period.
 - 5. Include general wear and damage caused by UV degradation. The warranty may specifically exclude vandalism and Acts of God beyond the control of the manufacturer or installer.

1.4 SUBMITTALS

Synthetic grass vendor must submit the following to owner or owner's representative with the official bid package:

- I. One (1) copy of the most recent installation reference list for projects of similar scope to this project completed in last five years.
- II. One (1) 12"x12" loose sample of proposed synthetic grass product.
- III. One (1) of the product warranty for proposed synthetic grass product.
- IV. One (1) copy of their maintenance instructions. These instructions will include all necessary instructions for the proper care and maintenance of the newly installed synthetic turf system.
- V. One (1) copy of edge details of proposed installation and terminations of synthetic grass system.
- VI. One (1) copy (if requested) of a signed letter from synthetic grass vendor certifying that the proposed synthetic grass product is manufactured in the USA.
- VII. One (1) copy (if requested) of independent laboratory test reports on system or components.
- VIII. Recommend there is drainage/water permeability test of sub-base.

2 PRODUCTS

A. Synthetic grass: ForeverLawn K9Grass Classic +

Pile Weight: 65 oz. /sy.

Face Yarn Type: Primary: Polyethylene; Secondary: Heat set textured nylon monofilament containing antimicrobial agent

Yarn Count: Primary 5,000/4; Secondary: 4,200/8

Pile Height (knitted): 7/8" (+/- 1/8).

Color: Primary: Summer Green; Secondary: Turf green

Construction: Knitted

Antimicrobial Protection: AlphaSan (manufactured into yarn)

Tufting Gauge: N/A – knitted product

Backing: Flow-through knitted backing

Seaming: Turf adhesive

Total Product Weight: 70 oz. /sy.

Finished Roll Width: 15 ft. (4.6 m)

Finished Roll Length: Up to 150 ft. (45.72 m)

- I. The synthetic grass shall be delivered in 15-foot-wide rolls. The rolls will be laid out and installed as specified in the site layout and equipment placement drawings.
- II. All seams shall be installed and secured with approved turf adhesive. Seams secured with stitching alone shall not be acceptable.
- III. No infill material is to be used.

B. Base and Attaching Components: Base is to be prepared using plastic "2x4" or "2x2" plastic board and secured using 1" length 1/4" crown stainless steel staples. Turf is to be secured around all edges.

3 EXECUTION

3.1 BASE AND DRAINAGE CONSTRUCTION

The synthetic grass base contractor shall strictly adhere to the installation procedures outlined under this section and by the engineer's drawings. Any variance from these requirements must be accepted in writing, by the synthetic grass vendor, and submitted to the owner or owner's representative, verifying that the changes do not adversely affect the performance or warranty.

- A. Excavation: Existing ground cover shall be excavated to the depth established on the excavation plan. The sub-grade shall also be compacted to a recommended 90% compaction rate.
- B. Plastic Nailer Board: The synthetic turf perimeter fastening structure shall be installed before the drainage aggregate.
 - I. Install a synthetic nailer board around perimeter and all penetrating objects. Nailer board shall be flush to grade (or as specified in site detail drawings) when adjacent to soft surface (i.e. natural grass, mulch). Nailer board shall be 1/2" to 3/4" below grade when adjacent to hard walking surface (i.e. concrete or tile).
 - II. This shall be the responsibility of the synthetic turf base contractor. See synthetic turf edge attachment detail.

- C. Base Drainage Aggregate: Installation of the free draining base aggregate of 3/8" to 5/8" clean compactable angular stone (any mix with fines in excess of 20% must be approved by manufacturer), shall follow procedures provided. If the sub-base does not permit liquids to freely percolate, auxiliary drainage is required. Base material must be installed to a recommended depth of 3 1/2". The drainage network and its existing elevations shall not be disrupted through ground pressures from trucks, dozers, or by any other means.
 - I. The stone shall be left firm and compacted while allowing the porosity and drainage capabilities of the aggregate profile.
 - II. The free draining base course should be designed to meet local soil and weather conditions. It must be installed to a minimum depth of 3" with a recommended compaction rate of 90%.

3.2 SYNTHETIC GRASS SYSTEM INSTALLATION

After a final inspection of the stone base by the synthetic grass contractor and the owner's representative, the synthetic turf installation shall begin. The synthetic grass product shall be delivered in 15-foot-wide rolls.

- A. Synthetic grass rolls shall be joined via adhesive bond seaming and reinforced with specialty turf adhesive where necessary.
 - I. Seams shall be flat, tight, and permanent with no separation or fraying.
 - II. Grass rolls must be installed with pile leaning the same direction.
- B. Synthetic Turf Perimeter Attachment:
 - I. After final layout and seaming of the synthetic grass product, the synthetic turf material shall at a minimum be secured to the top of plastic nailing board firmly anchored to sidewalk, curb, wall, or by rebar making up the perimeter of the synthetic turf area.
 - II. The turf shall be attached to plastic nailing board by stainless steel staples, screws, and/or nails.
 - III. Soil or surfacing material outside of the defined synthetic turf area shall be backfilled against turf wrapped perimeter edge and have zero transition edge to synthetic turf unless otherwise specified.
 - IV. Concrete and solid walking surfaces should be 1/2" to 3/4" higher than the top of the board.

- C. Infill Application: It is imperative that no infill is utilized with synthetic turf used with dogs.

3.3 CLOSEOUT

- A. The synthetic grass vendor must verify that a qualified representative has inspected the installation and that the finished surface conforms to the manufacturer's requirements.
- B. Extra materials: Owner shall be given the option to retain and store excess materials such as excess turf left over from the project.

3.4 CLEAN UP

- A. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
- B. During the contract and at intervals as directed by the owner or owner's representative and as synthetic grass system installation is completed, clear the site of all extraneous materials, rubbish, or debris, and leave the site in a clean, safe, well-draining, neat condition.
- C. Surfaces, recesses, enclosures, etc. shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by the owner.

END OF SECTION

**SECTION 02810
IRRIGATION SYSTEM**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Codes and Standards:
 - 1. NFPA 70: National Electric Code
 - 2. American Water Works Association (AWWA) for pipe and fitting manufacturer compliance
 - 3. American Society for Testing and Materials International (ASTM) for pipe and fitting manufacturer compliance

1.02 SUMMARY

- A. Section Includes:
 - 1. Piping.
 - 2. Encasement for piping.
 - 3. Manual valves.
 - 4. Pressure-reducing valves.
 - 5. Automatic control valves.
 - 6. Automatic drain valves.
 - 7. Transition fittings.
 - 8. Dielectric fittings.
 - 9. Miscellaneous piping specialties.
 - 10. Sprinklers.
 - 11. Quick couplers.
 - 12. Drip irrigation specialties.
 - 13. Controllers.
 - 14. Boxes for automatic control valves.
 - 15. Booster Pump.
 - 16. Backflow Preventer.
 - 17. Rain/Freeze Sensor
- B. Use equipment adequate in size, capacity and numbers to accomplish the work of this Section in a timely manner.

1.03 DEFINITIONS

- A. Lateral Piping: Downstream from control valves to sprinklers, specialties, and drain valves Piping is under pressure during flow.
- B. Drain Piping: Downstream from circuit-piping drain valves. Piping is not under pressure.
- C. Main Piping: Downstream from point of connection to water distribution piping

to, and including, control valves. Piping is under water-distribution-system pressure.

D. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50V or for remote-control, signaling power-limited circuits.

1.04 PERFORMANCE REQUIREMENTS

A. Irrigation zone control shall be automatic operation with controller and automatic control valves.

B. Location of Sprinklers and Specialties: It is hereby specified that the system shall be complete and fully operational covering 100% of the planted area.

C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties unless otherwise indicated:

1. Minimum Pressure at spray heads: 30 psi. Minimum Pressure at rotors: psi. Encasement for piping.
2. Maximum Pressure at spray heads: 40 psi. Maximum Pressure at rotors: 60 psi. Pressure-reducing valves.

1.05 CLOSEOUT SUBMITTALS

A. As-built Drawings: Document each zone, zone type, and a color coded laminated exhibit (zone guide). The zone guide should be void of minute detail. In addition closeout submittals should include:

1. Controller keys.
2. Controller manual.
3. Quick Coupler key.
4. As-built drawings.1 Electronic copy in .pdf format.
5. Controller schedule.
6. Backflow preventer test certificate.
7. Warranty documents for the irrigation system.
8. Backflow preventer enclosure keys (if existing backflow is relocated outside).

1.06 QUALITY ASSURANCE

A. Installer Qualifications: Contractor shall be Rain Bird “Prequalified Installer” and a Hunter Industries “Preferred Contractor”.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.08 PROJECT CONDITIONS

- A. Interruption of Existing Water Service: Do not interrupt water service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water service according to requirements indicated:
 - 1. Notify Construction Manager no fewer than two (2) days in advance of proposed interruption of water service.
 - 2. Do not proceed with interruption of water service without Construction Manager's permission.

1.09 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Provide full maintenance by skilled employees of irrigation Installer. Begin maintenance immediately after each area is planted and continue until not less than the following period:
 - a. Maintain until turnover to Operations. Immediately prior to turnover Construction Manager will perform 'Walk' with installers to ensure overall compliance with plan.

1.10 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace irrigation and accessories that fail in materials or workmanship within specified warranty period of 1 year.

PART 2 - PRODUCTS

2.01 PIPES, TUBES, AND FITTINGS

- A. Comply with requirements for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.
- B. PVC Pipe: ASTM D 1785, PVC 1120 compound, Schedule 40.
 - 1. PVC Socket Fittings: ASTM D 2466, Schedule 40.
 - 2. PVC Threaded Fittings: ASTM D 2464, Schedule 80.
 - 3. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket ends.

2.02 PIPING JOINING MATERIALS

- A. Solvent Cements for Joining PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
- B. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.03 MANUAL VALVES

- A. Brass Ball Valves:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 2. Basis-of-Design Product: Subject to compliance with requirements, provide comparable product by one of the following:
 - a. Crane Co.; Crane Valve Group; Crane Valves.
 - b. Crane Co.; Crane Valve Group; Jenkins Valves.
 - c. NIBCO INC.
 - d. Red-White Valve Corporation.
 3. Description:
 - a. Standard: MSS SP-110.
 - b. SWP Rating: 150 psig.
 - c. CWP Rating: 600 psig.
 - d. Body Design: Two piece.
 - e. Body Material: Forged brass.
 - f. Ends: Threaded.
 - g. Seats: PTFE or TFE.
 - h. Stem: Brass.
 - i. Ball: Chrome-plated brass.
 - j. Port: Full.

2.04 PRESSURE-REDUCING VALVES

- A. Water Regulators:
 1. Manufacturer/ Product: Rain Bird PRS Dial – PRS-D or equivalent (if needed).

2.05 AUTOMATIC CONTROL VALVES

- A. Master Valve:
 1. Site is not equipped with master valve
- B. Plastic, Automatic Circuit Control Valves
 1. Manufacturers: Rain Bird PEB Series or equivalent
 2. Description: Molded-plastic body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-Vac solenoid.

2.06 AUTOMATIC DRAIN VALVES

- A. Description: Spring-loaded-ball type of corrosion-resistant construction and designed to open for drainage if line pressure drops below 2-1/2 to 3 psig.

2.07 TRANSITION FITTINGS

A. General Requirements: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined. Provide products compatible with piping, valves, heads and controllers for proposed system which conform to standards of practice.

2.08 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature. Provide products compatible with all piping, valves, heads and controllers for proposed system which conform to industry standards of practice.

2.09 SPRINKLERS

A. General Requirements: Designed for uniform "Head to Head" coverage over entire spray area indicated at available water pressure.

B. Plastic, Pop-up, Gear-Drive Rotary Sprinklers:

1. Barricade open holes and depressions occurring as part of the work and post warning lights on property adjacent to or with public access.

C. Plastic, Pop-up Spray Sprinklers:

- a. Manufacturers: Rain Bird Corporation 1804-PRS, 1806-PRS or 1812-PRS series or equivalent.

2.10 QUICK COUPLERS

A. Manufacturers: Rain Bird Corporation 5-LRC or equivalent.

2.11 DRIP IRRIGATION SPECIALTIES

A. All trees to be equipped with drip line tree rings. Location and quantity may change do to site conditions. Contractor is responsible for site modifications.

B. Drip Tubes with Direct-Attached Emitters:

1. Tubing: RainBird XFS-09-12 Drip Tubing or equivalent.
 - a. Body Material: PE or vinyl, with flow control.
 - b. Mounting: Inserted into tubing at set intervals.

C. Off-Ground Supports: Plastic stakes.

D. Application Pressure Regulators: Brass or plastic housing, NPS 3/4, with corrosion-resistant internal parts; capable of controlling outlet pressure to approximately 20 psig.

E. Filter Units: Brass or plastic housing, with corrosion-resistant internal parts; of size and capacity required for devices downstream from unit.

F. Air Relief Valves: Brass or plastic housing, with corrosion-resistant internal parts.

G. Vacuum Relief Valves: Brass or plastic housing, with corrosion-resistant internal parts.

2.12 CONTROLLERS

A. Controller is Rain Bird LXME

2.13 BOXES FOR AUTOMATIC CONTROL VALVES

A. Plastic Boxes:
1. Manufacturers:

Retain first subparagraph below for standard.

a. Ametek
i. Description: Box and cover, with open bottom and openings for piping; designed for installing flush with grade.
b. Size: 10" Round-Zone Valve; Rectangular-Multiple Valves.
c. Shape: Round and Rectangular.
d. Sidewall Material: PE.
e. Cover Material: PE.
f. Lettering: Irrigation Valve Box.

Retain first subparagraph below for PHX.

a. Carson-Brooks
b. Description: Box and cover, with open bottom and openings for piping; designed for installing flush with grade.
i. Size: 10" Round-Zone Valve; Rectangular-Multiple Valves.
ii. Shape: Round and Rectangular
iii. Sidewall Material: HDPE.
iv. Cover Material: HDPE.

2.14 BOOSTER PUMP

A. In the case of low pressure a booster Pump will be required. Pump should be a Rain Bird LP 5HP B1WPS Series or equivalent. Pump shall be installed inside mechanical room. Pump and pump cover shall be anchored to the concrete. Pump shall be installed using brass fittings for the first 8" on the inlet and outlet side and shall have unions installed on both side for easy change out.

2.15 BACKFLOW PREVENTER

A. Existing 1" Wilkins 975XL RP backflow preventer.

2.16 RAIN/FREEZE SENSOR

A. Manufacturer / Product:
1. Rain Bird WR2 Series rain/freeze sensor, install in an unobstructed position on the roof or in the field not to exceed 300ft from the controller.

PART 3 - EXECUTION

3.01 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earth Moving."
- B. Provide minimum cover over top of underground piping according to the following:
 1. Irrigation Main Piping: Minimum depth of 18 inches
 2. Lateral Piping: 12 inches.
 3. Drain Piping: 12 inches.
 4. Sleeves: 18 inches

3.02 PREPARATION

- A. Set stakes to identify locations of proposed irrigation system. Obtain Construction Manager's approval before excavation. Notify Construction Manager of any conflicts prior to installation.

3.03 PIPING INSTALLATION

- A. Location and Arrangement: Drawings indicate schematic location and arrangement of piping systems.
- B. Install drain valves at low points/sags along the line. Install groups of pipes parallel to each other, spaced to permit valve servicing.
- C. Install fittings for changes in direction and branch connections.
- D. Lay piping on solid sub-base, uniformly sloped without humps or depressions.
- E. Install PVC piping in dry weather when temperature is above 40 deg F. Allow joints to cure at least 24 hours at temperatures above
- F. Install piping in sleeves under parking lots, roadways, and sidewalks.
- G. Sleeves to be Schedule 40 PVC pipe and socket fittings, and solvent-cemented joints.

3.04 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
 2. PVC Pressure Piping: Join schedule number, ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672.
 3. PVC Non-pressure Piping: Join according to ASTM D 2855.

3.05 VALVE INSTALLATION

- A. Valve(All) Location:
 - 1. Valve and Control Boxes must be a minimum 3' behind face of curb.
 - 2. Any location where 2 or more valves are too be located together a minimum of 4" separation between fittings shall be required for future service or replacement.
- B. Underground Curb Valves: Install in curb-valve casings with tops flush with grade.
- C. Underground Iron Gate Valves, Resilient Seat: Comply with AWWA C600 and AWWA M44. Install in valve casing with top flush with grade.
- D. Aboveground Valves: Install as components of connected piping system.
- E. Pressure-Reducing Valves: Pressure over 70 psi requires the use of a Pressure Regulating Device on the Master Valves and installed in tap assembly, 18" below grade. Throttling Valves: Install in underground piping in boxes for automatic control valves.
- F. Drain Valves: Install in underground piping in boxes for automatic control valves.

3.06 SPRINKLER INSTALLATION

- A. Install sprinklers after hydrostatic test is completed.
- B. Install sprinklers as indicated in the Irrigation Plans, otherwise at manufacturer's recommended heights.
- C. Locate part-circle sprinklers to maintain a minimum distance of 6 inches from walls, header, sidewalk and other boundaries unless otherwise indicated.

3.07 DRIP IRRIGATION SPECIALTY INSTALLATION

- A. Install drip assembly pressure regulator and filter should be located below grade in a valve box as shown on the Y-strainer/Pressure regulator detail. Locate within 2' of the electronic control valve.
- B. Install air relief valves, and vacuum relief valves in piping, and aboveground and in control-valve boxes.

3.08 AUTOMATIC IRRIGATION-CONTROL SYSTEM INSTALLATION

- A. Equipment Mounting:
 - 1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.

- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape and compact to the required density prior to further construction.

3.09 CONNECTIONS

- A. Comply with requirements for piping specified in Division 22 Section "Facility Water Distribution Piping" for water supply from exterior water service piping, water meters, protective enclosures, and backflow preventers. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to equipment, valves, and devices to allow service and maintenance.
- C. Connect wiring between controllers and automatic control valves.

3.10 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
 - 4. Any irrigation product will be considered defective if it does not pass tests and inspections.

3.11 STARTUP SERVICE

- A. Perform startup service.
 - 1. Complete installation and startup checks according to manufacturer's written instructions.
 - 2. Verify that controllers are installed and connected according to the Contract Documents.
 - 3. Verify that electrical wiring installation complies with manufacturer's submittal.

3.12 ADJUSTING

- A. Adjust settings of controllers.
- B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.
- C. Adjust sprinklers and devices, except those intended to be mounted above ground, so they will be flush with finish grade.

3.13 CLEANING

- A. Flush dirt and debris from piping before installing sprinklers and other devices.

3.14 DEMONSTRATION

- A. Coordinate an operating demonstration and acceptance meeting with Construction Manager.

END OF SECTION

**SECTION 02900
PLANTING**

1.01 SCOPE:

- A. Perform all work required to complete the planting as described herein and shown on accompanying drawings.

1.02 RELATED WORK SPECIFIED ELSEWHERE:

- A. General Conditions
- B. General Requirements - Division 1

1.03 REFERENCE STANDARDS:

- A. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standard Plant Names.
- B. American Standard for Nursery Stock (ANSI 260), latest edition, American Association of Nurserymen.

1.04 QUALITY ASSURANCE:

- A. All work shall be performed by skilled personnel within the industry in a workmanlike manner and supervised by an experienced foreman.
- B. The contractor, when required, will submit samples of all trees, for the Landscape Architect and/or Owners approval. When approved, these will be tagged and maintained as representative samples for all future plant materials. Rejected material shall be removed from the site immediately. The Landscape Architect reserves the right to reject any material he deems unsatisfactory.
- C. When required, the contractor shall also submit for approval sufficient quantities of loam, manure, peat moss and fertilizer as to be representative. All samples must be approved by the Landscape Architect before use in the job.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver all packaged material in original unopened and undamaged containers bearing manufacturer's label identifying name, weight, analysis and any other pertinent data.
- B. Protect plant material during delivery to prevent damage to root ball and desecration of leaves. Damaged material will be rejected.

1.06 WARRANTY PERIOD AND REPLACEMENT:

- A. All trees and shrubs shall be warranted for one (1) years after Final Acceptance. Plants shall be in full leaf for a minimum of 30 days at the end of the warranty period. Termination of the warranty period will be extended as necessary to comply.
- B. Plants used for replacement shall be of the same kind and size as those originally specified. All work, including materials, labor and equipment used in replacements, shall be at no cost to the owner. Any damage, including ruts in lawn or bed areas, incurred in making replacements, shall be immediately repaired.
- C. Plant material will be replaced once at the owners request and at the end of the twelfth (12th) month. A list of material to be replaced shall be submitted to the Landscape Architect and/or Owner prior to any replacements being made.

1.07 ACCEPTANCE:

- A. Substantial completion and contract close-out shall be in accordance with Division 1.
- B. Final acceptance shall be when the contractor has completed to the Landscape Architect's satisfaction, the final punch list.

1.08 MAINTENANCE:

- A. The contractor shall maintain all plant materials under this contract by watering, cultivating, weeding, spraying and replacing as necessary to keep plants in a vigorous, healthy condition until final acceptance.

PART II PRODUCTS

2.01 MATERIAL:

- A. Plants (general): All plants shall be well-formed No. 1 grade or better nursery stock and shall meet the applicable standards noted herein for nursery stock and shall be subject to rejection by the Landscape Architect. All plants shall remain the property of the contractor until final acceptance.
- B. Ornamental trees: Plants shall be healthy, vigorous, bushy, well-branched, of normal habit of growth for the species, and shall be free from disease, insect eggs and larvae. The specified sizes shall be before pruning, and the plants shall be measured with their branches in normal position.

- C. Shade trees: Shall be healthy, vigorous, full-branches, well-shaped, and shall meet trunk diameter and height requirements of the plant list. Balls shall be firm, neat, slightly tapered and well burlapped. Any tree loose in the ball or with broken ball at the time of planting will be rejected. Any trees are subject to approval by the Landscape Architect.
- D. Topsoil: Where additional topsoil is needed, it shall be fertile, sandy loam of natural occurrence, free of rubble, stones, lumps and perennial plant root stocks. The presence of noxious weeds will be cause for rejection.
- E. Mulch: Shredded cedar bark.
- F. Compost: Back to Nature, composed cotton seed hulls with iron sulfate as manufactured by Back to Nature Resources, Inc., Dallas, Texas, or approved equal.
- G. Fertilizer: Osmocote 18-6-12, or approved equal. To be paid as part of the installed plant cost.
- H. Steel bed Edging: Ryerson Steel Bed Edging, 3/16" x 4" steel landscape edging with steel stakes as manufactured by Joseph Ryerson, Dallas, Texas.

2.02 ACCESSORIES:

- A. Tree Wrap: Not used on this project.
- B. Tree Stakes: Split tee metal fence post, green.
- C. Wire, eye bolts: Non corrosive of sufficient strength.
- D. Straps for staking: 2" Flexible Tree Strap

PART III EXECUTION

3.01 PREPARATION:

- A. Verify grades and conditions prior to accepting any portion of the site from general contractor before commencing with work. Beginning work under this section indicates acceptance of existing site conditions.
- B. All planting beds should have a minimum of 6" of amended topsoil.
- C. Outline all planting beds for approval by the Landscape Architect. Prior to commencing with bed preparation.
- D. Stake all tree locations for approval by the Landscape Architect prior to digging tree pits.

- E. Remove all weeds and grasses from planting beds. If Bermuda grass is present, it shall be eradicated by approved means.
- F. Within approved bed lines prepare soil by roto-tilling two inches (2") of compost over entire bed area to a depth of six inches (6").
- G. Azaleas and rhododendron shall be planted in 100% pure sphagnum peat moss. Place peat moss to a height of 4" above surrounding bed grade, (12" total depth).
 - 1. Excavate entire area to be planted to a depth of 8" and backfill with peat
 - 2. Peat moss shall be thoroughly wetted with water prior to planting.
 - 3. Scarify root balls so plants will not become root bound.
- H. Position plants and groundcover on prepared beds prior to planting for approval of Landscape Architect.

3.02 INSTALLATION:

- A. Plant in Landscape Architect's approved location, setting plant with top of ball even with top of bed, and compact soil carefully around each plant ball. Water each plant thoroughly with hose to eliminate air pockets. Plants shall be carefully pruned to remove dead or broken branches, and entire bed area shall be hand raked to a smooth, even surface.
- B. Spread an even 2" layer of mulch over entire planting bed.
- C. Shade Trees: Will be planted in tree pits twenty four inches (24") greater in diameter than the size of the ball or root system. Scarify sides and slope pit bottom.
- D. Ornamental Trees: Will be planted in tree pits eighteen inches (18") greater in diameter than the size of the ball or root system. Scarify sides and slope pit bottom.
- E. All trees are to be set so that top of ball is even with finish grade or if poor soil conditions and with the architect's approval 1/4 of the root ball above finish grade.
- F. On all trees the top 6" of backfill shall consist of a 1:1 mixture of compost to soil.
- G. On all trees thoroughly water to eliminate air pocket and future settling.

**SECTION 02900
PLANTING**

- H. Around all trees form a circular ring free of any vegetation. For trees 3" and greater in caliper form a 5' diameter ring and for trees less than 3" caliper form a 3'-6" diameter ring. Circle shall be true in form and centered on tree.
- I. Cut all strings and wires, etc. from around the top of the root balls and tree trunks.
- J. Spread an even 2" layer of mulch within all tree rings.
- K. Prune all trees after planting to remove dead and broken branches.
- L. All trees shall be staked with root ball tie down kit with duckbill anchor and tension strap, or equal tie down system
- M. Apply Osmocote at a rate of 1/2 pound per tree and as per the manufacturer's Recommendations for all shrub and groundcover planting beds.

3.03 CLEANING:

- A. During the work, the premises are to be kept neat and orderly at all times. Storage areas for planting and other materials shall be organized so that they, too, are neat and orderly. All trash, including debris from removing weeds or rocks from planting areas, preparing beds, or planting plants, shall be removed from the site daily as the work progresses. All walk and driveway areas shall be kept clean by sweeping or hosing.

END OF SECTION

**SECTION 03100
CONCRETE FORMWORK**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide formwork in accordance with provisions of this Section for cast-in-place concrete shown on the drawings or required by other Sections of these Specifications.
- B. Related work:
 - Section 03210: Steel Reinforcement
 - Section 03300: Cast-in-place Concrete

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Design of formwork is the Contractor's responsibility.
- C. Standards: in addition to complying with pertinent regulations of governmental agencies having jurisdiction, comply with pertinent provisions of ACI 347.

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: After the Contractor has received the Owner's Notice to Proceed, submit manufacturer's data and installation instructions for proprietary materials including form coatings, ties, and accessories, and manufactured form systems if used.

PART 2 PRODUCTS

2.01 FORM MATERIALS

- A. Except for metal forms, use new materials. Materials may be reused during progress of the work, provided they are completely cleaned and reconditioned, re-coated for each use, and capable of producing formwork of the required quality.
- B. For footings and foundations, use boards or planks secured to wood or steel stakes, substantially constructed to shapes indicated and to support the required loads.

2.02 FORM TIES

- A. Hold inner and outer forms for vertical concrete together with combination steel ties and spreaders approved by the Owner's Representative:
 - 1. Space ties symmetrically in tiers and rows, each tier plumb from top to bottom and each row level.
 - 2. At horizontal pour lines, locate ties not more than 6" below the pour lines. Tighten after concrete has set and before the next pour is made.
 - 3. For exposed concrete surfaces, provide form ties of removable type with the bolts equipped with permanent plugs and a system approved by the Owner's Representative for fixing the plugs in place.

2.03 DESIGN OF FORMWORK

- A. General:
 - 1. Design, erect, support, brace, and maintain formwork so it will safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure.
 - 2. Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained adequate strength for that purpose.
 - 3. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position.
 - 4. Design forms and formwork to include assumed values of live load, dead load, weight of moving equipment operated on the formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of the structure during construction.
 - 5. Provide trussed supports when adequate foundations for shores and struts cannot be secured.
 - 6. Support form materials by structural members spaced sufficiently close to prevent objectionable deflection.
 - 7. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities, and within the allowable tolerances.
 - 8. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints, and provide backup material at joints as required to prevent leakage and prevent fins.
 - 9. Provide camber in formwork as required for anticipated deflections due to weight and pressure of fresh concrete and construction loads.

2.04 EARTH FORMS

- A. Side forms for footings may be omitted, and concrete may be placed directly against excavation only when requested by the Contractor and approved by the Owner's Representative.
- B. When omission of forms is accepted, provide additional concrete 1" on each side of the minimum design profiles and dimensions shown on the drawings.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 FORM CONSTRUCTION

- A. General:
 1. Construct forms complying with ACI 347 to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades and level and plumb work in the finished structure.
 2. Provide for openings, offsets, keyways, recesses, moldings, reglets, chambers, blocking, screens, bulkheads, anchorages, inserts, and other features as required.
- B. Fabrication:
 1. Fabricate forms for easy removal without hammering or prying against concrete surfaces.
 2. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
 3. Kerf wood inserts for forming keyways, reglets, recesses, and the like to prevent swelling and assure ease of removal.
 4. Provide top forms for inclined surfaces where so directed by the Owner's Representative.
- C. Forms for exposed concrete:
 1. Drill forms to suit ties being used, and to prevent leakage of cement paste around tie holes. Do not splinter forms by driving ties through improperly prepared holes.
 2. Provide sharp, clean corners at intersection planes, without visible edges or offsets. Back the joints with extra studs or girts to maintain true, square intersections.
 3. Use extra studs, walls and bracing to prevent objectionable bowing of forms between studs, and to avoid bowed appearance in concrete. Do not use narrow strips of form material which will produce bow.
- D. Corner treatments:
 1. Unless shown otherwise, form chamfers with 3/4" x 3/4" strips, accurately formed and surfaced to produce uniformly straight lines and tight edges.
 2. Extend terminal edges to required limit, and miter the chamfer strips at changes in direction.
- E. Locate control joints as indicated on the drawings and as approved by the Owner's Representative.
- F. Provisions for other trades:
 1. Provide openings in concrete formwork to accommodate work of other trades.
 2. Verify size and location of openings, recesses, and chases with the trade

requiring such items.

3. Accurately place and securely support items to be built into the concrete.

3.03 REMOVAL OF FORMS

- A. General:
 1. Do not disturb or remove forms until the concrete has hardened sufficiently to permit form removal with complete safety.
 2. Do not remove shoring until the member has acquired sufficient strength to support its own weight, the load upon it, and the added load of construction.
 3. Do not strip floor slabs in less than two days.
 4. Do not strip vertical concrete in less than seven days.
- B. Finished surfaces:
 1. Exercise care in removing forms from finished concrete surfaces so that surfaces are not marred or gouged, and that corners are true, sharp, and unbroken.
 2. Release sleeve nuts or clamps, and pull the form ties neatly.
 3. Do not permit steel spreaders, form ties, or other metal to project from, or be visible on, any concrete surface except where so shown on the drawings.
 4. Solidly pack form tie holes, rod holes, and similar holes in the concrete. For packing, use the cement grout specified in Section 03300, flushing the holes with water before packing, screeding off flush, and grinding to match adjacent surfaces.

END OF SECTION

**SECTION 03210
STEEL REINFORCEMENT**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Provide concrete reinforcement where shown on the drawings specified herein, and as needed for a complete and proper installation.
- B. Related Work:
 - Section 03100: Concrete Formwork.
 - Section 03300: Cast-in-place Concrete.
 - Section 03345: Concrete Finishing.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Comply with pertinent provisions of the following, except as may be modified herein:
 - 1. ACI 318.
 - 2. CRSI "Manual of Standard Practice."

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: After the Contractor has received the Owner's Notice to proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - 3. Shop Drawings showing details of bars, anchors, and other items, if any, provided under this Section.

1.04 PRODUCT HANDLING

- A. Delivery and Storage:
 - 1. Use necessary precautions to maintain identification.
 - 2. Store in a manner to prevent excessive rusting and fouling with dirt, grease, and other bond-breaking coatings.

PART 2 - PRODUCTS

2.01 REINFORCEMENT MATERIALS AND ACCESSORIES

- A. Bars:
 - 1. Provide deformed billet steel bars complying with ASTM A615. Using grades shown on the Drawings.
- B. Steel Wire:
 - 1. Comply with ASTM A82.
 - 2. For tie wire, comply with Fed Spec QQ-W-461, annealed steel, black, 16 gage minimum.
- C. Welded Wire Fabric:
 - 1. Provide welded steel, complying with ASTM A185, 6" x 6" x 10" x 10".
- D. Bolsters, chairs, spacers, and other devices for spacing, supporting and fastening reinforcement in place:
 - 1. Use wire bar type supports complying with CRSI recommendations, unless otherwise shown on the Drawings.
 - 2. Do not use wood, brick, or other non-complying material.
 - 3. For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2.02 FABRICATION

- A. General:
 - 1. Fabricate reinforcing bars to conform to the required shapes and dimensions, with fabrication tolerances complying with the CRSI Manual.
 - 2. In case of fabricating errors, do not straighten or re-bend reinforcement in a manner that will weaken or injure the material.
 - 3. Reinforcement with any of the following defects will not be acceptable:
 - a. Bar lengths, depths, and/or bends exceeding the specified fabrication tolerances.
 - b. Bends and/or kinks not shown on the Drawings.
 - c. Bars with reduced cross-section due to excessive rusting or other cause.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. General:
 - 1. Comply with the specified standards for detail and method of placing reinforcement and supports, except as may be modified herein.
 - 2. Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
 - 3. Position, support, and secure reinforcement against displacement by formwork, construction, and concrete placing operations.
 - 4. Locate and support reinforcement by metal chairs, runners, bolsters, spacers, and hangers, as required.
 - 5. Place reinforcement to obtain minimum coverage's for concrete protection.
 - 6. Arrange, space, and securely tie bars and bar supports together with the specified tie wire.
 - 7. Set wire ties so twisted ends are directed away from exposed concrete surfaces.
- B. Install welded wire fabric in as long lengths as practicable, lapping adjoining pieces at least one full mesh.
- C. Provide sufficient numbers of supports, and of strength to carry the reinforcement.
- D. Do not place reinforcing bars more than 2" beyond last leg of any continuous bar support.
- E. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

3.03 SPLICES

- A. Lap Splices:
 - 1. Tie securely with the specified wire to prevent displacement of splices during placement of concrete.
- B. Splice Devices:
 - 1. Obtain the Owner's Representative approval prior to using splice devices.
 - 2. Install in accordance with manufacturer's written instructions.
 - 3. Splice in a manner developing at least 125% of the yielding strength of the bar.
- C. Welding:
 - 1. Perform in accordance with AWS D1.4-79.
- D. Do not splice bars except at locations shown on the drawings, or as otherwise specifically approved by the Owner's Representative.

3.04 TESTING

A. Samples:

1. Materials to be sampled at the building site shall have been delivered thereto at least 72 hours before it is needed.

END OF SECTION

**SECTION 03300
CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The extent of cast-in-place concrete is shown on drawings.
- B. Related work specified elsewhere:
 - Section 03100: Concrete Formwork.
 - Section 03210: Steel Reinforcement.
 - Section 03345: Concrete Finishing.

1.02 TESTING

- A. Owner to employ and pay for an independent testing laboratory, to perform specified testing.
- B. Tests required for aggregate:
 - 1. Test for conformance to ASTM C-33.
 - 2. Make one test for each 100 cubic yards of fine aggregate.
 - 3. Make one test for each 250 cubic yards of coarse aggregate.
- C. Tests required for concrete:
 - 1. Make and store test specimens in conformance with ASTM C-31.
 - 2. Compressive strength tests: ASTM C-39:
 - a. Make four (4) cylinders for each test.
 - b. Break two cylinders at seven days and two at 28 days unless otherwise directed by Owner's Representative.
 - 3. Make one compressive strength test for each day's placement or each 50 cubic yards of concrete of each specified strength.
 - 4. If test strength of concrete does not comply with strength requirements of these specifications and is sufficiently low that, in opinion of Owner's Representative, performance of structure is jeopardized, the Owner's Representative may require that drilled core test specimens be cut from structure at location at which the questionable concrete was placed. Cores shall be secured and tested in accordance with ASTM C-42. If results of these tests show that actual strength of concrete is sufficiently low as to jeopardize performance of structure, the Owner's Representative may require that concrete be removed from structure, and replaced at no additional cost to Owner.
 - 5. Perform slump test at point of placement immediately prior to placing concrete. Test in accordance with ASTM C-143.
 - 6. Test for percentage of entrained air in accordance with ASTM C-231 at time of slump testing.
- D. Inspection of batch plant:

1. Batch plant operation will be inspected as required to insure that concrete delivered to the job complies with specifications. Testing laboratory engaged by Contractor will provide this service as directed by Owner's Representative.
2. Plant inspection reports shall include:
 - a. Location of plant.
 - b. Job location.
 - c. Concrete design mix number and strength.
 - d. Concrete design proportion, source, type and amount of cement, aggregates and admixtures used, surface water added and total water used.
 - e. Slump.
 - f. Air content.
 - g. Temperature of heated concrete.
 - h. Capacity and condition of mixing truck.
 - i. Percent of capacity loaded.
 - j. Condition of batching installation.
 - k. Condition of heating installation.
 - l. Period of inspection.
 - m. Number and sizes of batches delivered.

1.04 REFERENCE STANDARDS

- A. The following codes and manuals form a part of this specification:
 1. Standard Specifications for Structural Concrete for Buildings (ACI 301-72; Rev 81).
 2. Recommended Practice for Selecting Proportions for Concrete (ACI 211-77).
 3. Concrete production facilities shall have a current "National Ready Mixed Concrete Association Certificate of Conformance for Concrete Production Facilities".
 4. Building Code Requirements for Reinforced Concrete (ACI 318-77).

1.05 SUBMITTALS

- A. Submit proposed mix design to Owner's Representative for review. Include certification required in admixture specification.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cement: Portland Cement (ASTM C-150, Type I). Use high early strength Portland Cement (Serial designation C-150, Type III) where specified and elsewhere at Contractor's option and at no additional cost to Owner.
- B. Fine aggregate: Sand particles shall be coarse, sharp, clean and conforming to ASTM C-33.
- C. Coarse aggregate:
 1. Crushed limestone conforming to ASTM C-33 for normal weight concrete.

2. Light weight conforming to ASTM C-330 for semi-light weight concrete. Minimum Fsp (splitting ratio) of 6.0.

D. Water: Clean and free from injurious amounts of oil, acids, alkalines, organic materials or other deleterious substances.

E. Admixtures:

1. Water reducing admixture: ASTM C-494, Type A, containing no more chloride ions than are present in municipal drinking water.
 - a. Acceptable products:
 - (1) Eucone WR-75; The Euclid Chemical Co.
 - (2) Pozzolith ZOON: Master Builders.
 - (3) Plastocrete 160; Sika Chemical Corp.
2. Water reducing, retarding admixture: ASTM C 494, Type D, containing no more chloride ions than are present in municipal drinking water.
 - a. Acceptable products:
 - (1) Eucone Retarder-75: Euclid Chemical Co.
 - (2) Pozzolith 100XR: Master Builders.
 - (3) Plastiment: Sika Chemical Co.
3. High range water reducing admixture (Superplasticizer): ASTM C-494, Type F or G, containing no more chloride ions than are present in municipal drinking water.
 - a. Acceptable products:
 - (1) Eucon 37; The Euclid Chemical Co.
 - (2) Sikament; Sika Chemical Corp.
4. Non-chloride accelerator: ASTM C-494, Type C or E, containing no more chloride ions than are present in municipal drinking water.
 - a. Acceptable products:
 - (1) Accelguard 80; The Euclid Chemical Co.
 - (2) Darex Set Accelerator; W. R. Grace.
5. Air entraining admixture: ASTM C-260.
6. No calcium chloride or admixtures containing more than 0.1% chloride ions will be permitted.
7. Written certification of conformance to specified requirements and the chloride ion content will be required from admixture manufacturer prior to mix design review.

F. Curing compound: ASTM C-309 for cast-in-place slabs, except those receiving concrete staining products cementitious topping, or tennis court surfacing. No concrete treatment shall be used without Owner's Representative's approval.

1. Acceptable products:
 - a. West Concrete Floor Treatment.
 - b. Guardian Clear Bond.
 - c. TRI-KOTE Concrete Treatment.
 - d. Horn Clear Seal.
 - e. Master Builders Master Seal.
 - f. Conspec No. 1" by Conspec Marketing & Mfg. Co.

- G. Furnish concrete in accordance with ASTM C-94, Alternate No. 3, Specification for Ready Mixed Concrete. Design concrete in accordance with ACI Standard Recommended Practice for the Design of Concrete Mixes (ACI 211-77) to produce strength of concrete with slumps and maximum sizes of coarse aggregate specified. Design concrete so the concrete materials will not segregate and excessive bleeding will not occur.
- H. Reinforcing: As specified in Division 3.
- I. Floor underlayment: Ardex K-15; Ardex, Inc., 630 Stoops Ferry Road, Corapolis, Pa. 15108, (412) 264-4240.

Note: Curing agents or hardeners are not allowed for tennis courts, sport courts, playground or spraygrounds surfaces to receive color finish.

2.02 CONCRETE MIX REQUIREMENTS

- A. Use a testing laboratory acceptable to Owner's Representative for preparing and reporting proposed mix designs. Submit written reports to Owner's Representative of each proposed mix at least 28 days prior to start of work. Do not place concrete until mixes have been reviewed and approved by Owner's Representative. The specified minimum strengths are to be exceeded in accordance with Paragraph 4.3 of Building Code Requirements for Reinforced Concrete (ACI 318-83).
- B. Minimum compressive strength 28 day: 3000 psi footings; 3500 psi, all other unless specifically called out on the plans.
- C. Minimum cement content: 5 sacks per cu. yd. for footings; 6 sacks per cu. yd. for other unless otherwise approved in submittals.
- D. Slump: 4" plus or minus 1".
- E. Maximum size aggregate: Generally 3/4".

2.03 WATER STOP

- A. Acceptable manufacturers: Williams Products, Inc.
- B. Flat, natural rubber, dumbbell type, 5" wide, 1/4" minimum center thickness, 3500 psi minimum tensile strength, 525% minimum elongation to break.

2.04 COLORING

- A. NOT USED

PART 3 - EXECUTION

3.01 PLACING

- A. Notify Owner's Representative of intent to pour at least twenty-four (24) hours prior to placing concrete.
- B. Before placing concrete, clean equipment for mixing and transporting concrete. Remove debris and ice from spaces to be occupied by concrete. Forms to be removed shall be thoroughly wetted or oiled. Sprinkle sub-grade sufficiently to prevent suction, where waterproof membrane is not required. Remove excess water from place of deposit. Reinforcement, forms, membrane, fillers and ground with which concrete is to come in contact shall be free from frost. Do not deposit concrete during rain unless it is adequately protected. In that case, be prepared to protect newly placed concrete from rain until it has hardened sufficiently so that it will not be damaged. Minimum of 2 hours between placing columns and floors.
- C. Before placing concrete, verify installation of all reinforcements, sleeves, waterproof membrane, forms for openings, fill materials, anchors and items related to mechanical, plumbing and electrical trades.
- D. Convey from mixer to place of final deposit by methods which will prevent separation or loss of materials. Do not permit concrete to drop freely any distance greater than 4 feet. Where longer drops are necessary, use a chute, tremie or other approved conveyance to assist concrete into place without separation. Chutes shall be metal and have maximum slope of 1 vertical to 2 horizontal; minimum of 1 vertical to 3 horizontal. Chutes greater than 20 feet long will not be permitted.
- E. Place concrete at a rate to keep concrete plastic and flowing readily into spaces between bars. Concrete temperature shall be 60-80°F. No concrete that is partially hardened or has been contaminated by foreign materials shall be deposited, nor shall re-tempered concrete be used.
- F. Thoroughly compact concrete by suitable means during placing and work around reinforcement and into corners and recesses of forms. Use vibrators under competent supervision to aid in placement of concrete. Insert vibrators and withdraw vertically at 18" to 30" spacing for 5 to 15 seconds duration.

3.02 HOT WEATHER CONCRETING

- A. Conform to ACI 305 when concreting during hot weather.

3.03 COLD WEATHER CONCRETING

- A. Conform to ACI 306 when concreting during cold weather.

3.04 FINISH FOR FORMED CONCRETE

- A. After removal of forms, if any honeycomb places or rock pockets exist, notify Owner's Representative and repair in accordance with his instructions. In general, remove all loose material, wet surface thoroughly, and fill all voids with a stiff mixture of one part cement to two parts sand. In exposed construction, mix white Portland Cement with standard to blend patch with surrounding surface.
- B. On exposed concrete, smooth off joint marks and fins and leave surface smooth, dense and free from honeycomb, prominent grain markings and bulges or depressions more than 3/16" in 4'.
- C. Cork floated finish (on exposed concrete, except omit at round columns):
 - 1. Remove forms at an early stage, within 2 to 3 days of placement where possible. Remove ties. Remove all burrs and fins.
 - 2. Mix one part Portland Cement and one part fine sand with sufficient water to produce a stiff mortar. Dampen wall surface. Apply mortar with firm rubber float or with trowel, filling all surface voids. Compress mortar into voids using a slow-speed grinder or stone. If the mortar surface dries too rapidly to permit proper compaction and finishing, apply a small amount of water with a fog-sprayer. Produce the final texture with a cork float.

3.05 FINISH FOR SLABS

- A. After suitable bulkheads, screens and, if specified, jointing materials have been positioned, concrete shall be placed continuously between construction joints, beginning at a bulkhead edge form or corner. Place each batch into the edge of previously placed concrete to avoid stone pockets and segregations. If there is a delay in casting, thoroughly spade concrete placed after the delay and consolidate at edge of that previously placed to avoid cold joints. Distribute concrete by shovels and consolidate by other suitable means. Bring concrete to correct level with a wood straightedge and strike off. Do not use wood bullfloats or darbies to smooth the surface.
- B. Roughen slabs to receive toppings with stiff brushes or rakes before the final set.
- C. After concrete has been properly placed, struck off and darbied or bullfloated, it shall not be worked until ready for floating. The off time between darbying and power floating may vary from 2 to 8 hours or more depending on the weather conditions, concrete temperature and concrete mixture. Begin power floating when water sheen has disappeared and mix has stiffened sufficiently that weight of a man standing on it leaves only a slight imprint on surface. If two power floating operations are necessary to bring surface to desired state, allow concrete to stiffen or become harder before beginning second floating operation.

- D. Float finish: After power floating is complete, use wood float by hand to tighten the surface and achieve a medium coarse finish. Hand wood float in a circular motion. Float sufficiently to remove cement paste from surface.
- E. Trowel finish: Both power and hand troweling shall be required. Begin power troweling as soon as little or no cement paste clings to blades. Continue troweling until surface is dense, smooth and free of all minor blemishes, such as trowel marks.
 - 1. Final hand troweling shall be required to remove slight imperfections left by troweling machines and to bring surface to a dense, smooth polished finish. Final hand troweling shall be continued until a ringing sound is heard as trowel passes over surface.
- F. Give platforms and steps a light broom finish following sufficient troweling to seal the surface and remove all minor blemishes such as trowel marks.
- G. Pitch all slabs to drain as indicated on drawings; finish exposed slab edges; stair nosings with 1/2" round radius.
- H. Finishes shall be true to planes to match requirements of Section 02514-3.01-C. If variations greater than this exist, the Owner's Representative may direct contractor to grind floor to bring surface within the requirements. Grind as soon as possible, preferably within three (3) days, but not without Owner's Representative's direction and not until concrete is sufficiently strong to prevent dislodging coarse aggregate particles. Grinding will be considered only where slabs will be covered by finish materials. Patching of low spots will not be permitted.
 - 1. Sprinkling of dry cement or a mixture of dry cement and sand on the surface of fresh concrete to absorb water or to stiffen the mix will not be permitted during any stage of floor construction. If bleeding is excessive, remove by dragging hose just ahead of floating operation.

3.06 CURING

- A. Protect freshly deposited concrete from premature drying and excessively hot or cold temperatures. Maintain without drying at a relatively constant temperature for the period of time necessary for hydration of cement and proper hardening of concrete.
- B. Initial curing shall immediately follow finishing operation. Keep concrete continuously moist at least overnight.
 - 1. On slabs, use one of the following:
 - a. Ponding or continuous sprinkling.
 - b. Absorptive mat or fabric kept continuously wet.
 - c. Sand or other covering kept continuously wet.
- C. Immediately following initial curing and before concrete has dried, additional curing shall be accomplished by one of the following materials or methods:
 - 1. Continuing the method used in initial curing.

2. Waterproof paper conforming to "Specifications for Waterproof Paper for Curing Concrete" (ASTM C-171).
3. Other moisture-retaining coverings approved.

D. Continue final curing until the cumulative number of days or fractions thereof, not necessarily consecutive, during which temperature of air in contact with concrete is above 50°F has totaled seven (7) days. Prevent rapid drying at end of curing period.

E. Excessive temperature changes: Changes in temperature of concrete shall be as uniform as possible and shall not exceed 5 Deg. F in any one (1) hour or 50 Deg. F in any twenty-four (24) hour period.

F. Steel forms heated by sun and all wood forms in contact with concrete during final curing period shall be kept wet. If forms are to be removed during curing period, immediately employ one of above curing materials or methods. Continue such curing for remainder of curing period.

G. On completion of construction, clean all exposed slabs and apply a coat of curing compound at rate of 600 sq. ft. per gallon.

3.07 LEVELING EXISTING SLABS

- A. Mix floor underlayment with water and apply to existing slab in accordance with manufacturer's instructions. Level floor to a tolerance of 1/8" in ten feet in any direction.

END OF SECTION

**SECTION 03345
CONCRETE FINISHING**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: provide finishes on cast-in-place concrete as called for on the drawings, specified herein, and needed for a complete and proper installation.
- B. Related work:
Section 03300: Cast-in-place Concrete

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: After the Contractor has received the Owner's Notice to Proceed, submit:
 1. Materials list of items proposed to be provided under this section.
 2. Manufacturer's recommended installation procedures which, when approved by the Owner's Representative, will become the basis for accepting or rejecting actual installation procedures used on the work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General:
 1. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until conditions are correct.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until conditions are correct.

3.02 FINISHING SLABS

- A. Definition of Finishing Tolerances:
 - 1. Class "B": True plane within tolerances described in Section 02514-3.01-C as determined by a ten foot straightedge placed anywhere on the slab in any direction.
 - 2. Unless otherwise directed by the Owner's Representative, provide the texturing in one direction only.
 - 3. Provide "medium" texturing as directed by the Owner's Representative or otherwise called for on the drawings.

3.03 CURING AND PROTECTION

- A. Beginning immediately after placement, protect concrete from premature drying, excessively hot and cold temperatures, and mechanical injury.
- B. Temperature, Wind, and Humidity:
 - 1. Cold Weather:
 - a. When the mean daily temperature outdoors is less than 40 degrees F, maintain the temperature of the concrete between 50 degrees F and 70 degrees F for the required curing period.
 - b. When necessary, provide proper and adequate heating system capable of maintaining the required heat without injury due to concentration of heat.
 - c. Do not use combustion heaters during the first 24 hours unless precautions are taken to prevent exposure of the concrete to exhaust gases which contain carbon dioxide.
 - 2. Hot Weather: When necessary, provide wind breaks, fog spraying, shading, sprinkling, ponding, or wet covering with a light colored material, applying as quickly as concrete hardening and finishing operations will allow.
 - 3. Rate of temperature change: Keep the temperature of the air immediately adjacent to the concrete during and immediately following the curing period as uniform as possible and not exceeding a change of 5 degrees F in any one hour period, or 50 degrees F in any 24 hour period.
- C. Protection From Mechanical Injury:
 - 1. During the curing period, protect the concrete from damaging mechanical disturbances such as heavy shock, load stresses, and excessive vibration.
 - 2. Protect finished concrete surfaces from damage from construction equipment, materials, and methods, by application of curing procedures, and by rain and running water.
 - 3. Do not load self-supporting structures in such a way as to over stress the concrete.

END OF SECTION

**SECTION 07900
SEALANTS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including Standard Requirements for Contract Work, Special Provisions and General Requirements, apply to the work specified in this Section.

1.02 SCOPE

- A. Work under this Section consists of furnishing everything necessary for and incidental to the execution and completion of all sealant work, as indicated on the Drawings and specified herein.

1.03 DESCRIPTION OF WORK

- A. The extent of sealant work is indicated on the Drawings.
- B. The required applications of sealants includes, but are not necessarily limited to the following general locations:
 1. New Sidewalk Expansion Joints.
 2. Between Courts and Fence Bands.

1.04 QUALITY ASSURANCE

- A. Obtain sealant materials only from manufacturers who will, if required, send a qualified technical representative to the project site, for the purpose of advising the installer of proper procedures and precautions for the use of the materials.
- B. Installer: A firm with a minimum of five (5) years successful experience in the application of the types of materials required.

1.05 SUBMITTALS

- A. Comply with Section 01340.
- B. Samples, Sealants and Caulking: Submit three (3), 12" long samples of each color required (except black) for each type of sealant or caulking compound exposed to view. Install sample between 2 strips of material similar to or representative of typical surfaces where sealant or compound will be used, held apart to represent typical joint widths. Samples will be reviewed by Owner's Representative for color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor.

- C. **Guarantee, Sealants:** Submit four (4) copies of written guarantee agreeing to repair or replace sealants which fail to perform as air-tight and water-tight joints; or fail in joint adhesion, cohesion, abrasion resistance, weather resistance, extrusion resistance, migration resistance, stain resistance, or general durability; or appear to deteriorate in any other manner not clearly specified by submitted manufacturer's data, as an inherent quality of the material for the exposure indicated. Provide guarantee signed by the Installer and Contractor.
 - 1. Guarantee period of one (1) year from and after acceptance of the project by the Owner.

1.06 JOB CONDITIONS

- A. **Pre-Installation Meeting:** At the Contractor's direction, the Installer, Owner and/or the Owner's Representative, sealant manufacturer's technical representative, and other trades involved in coordination with sealant work shall meet with the Contractor at the project site to review the procedures and time schedule proposed for installation of sealants in coordination with other work. Review each major sealant application required on the project.
- B. **Condition of Other Work:** The Installer must examine the joint surfaces, backing, and anchorage of units forming sealant rabbet, and the conditions under which the sealant work is to be performed, and notify the Contractor and the Owner's Representative in writing of conditions detrimental to the proper and timely completion of the work and performance of the sealants. Do not proceed with the sealant work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.
- C. **Weather Conditions:** Do not proceed with installation of sealants under adverse weather conditions, or when temperatures are below or above manufacturer's recommended limitation for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength. Wherever joint width is affected by ambient temperature variations, install elastomeric sealants only when temperatures are in the lower third of manufacturer's recommended installation temperature so that sealant will not be subjected to excessive elongation and bond stress at subsequent low temperatures. Coordinate time schedule with Contractor to avoid delay of project.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. **Colors:** Provide manufacturer's standard colors plus thirty (30) additional Fastpak, as selected by Owner's Representative.
- B. **Compatibility:** Before purchase of each specified sealant, investigate it's compatibility with the joint surfaces, joint fillers, sealers and other materials in the system. Provide only materials (manufacturer's recommended variation of the specified materials) which are known to be fully compatible with the actual installation condition, as shown by

manufacturer's published data or certification.

C. Provide size and shape of preformed sealant units as shown or, if not shown, as recommended by the manufacturer, either in the published data or upon consultation with technical representative.

2.02 SELF-LEVELING JOINT SEALANT

A. Materials shall be Tremco THC-900 multi-component, chemically curing, self-leveling polyurethane joint sealant as manufactured by Tremco, 10701 Shaker Blvd., Cleveland, Ohio 44104, or approved equal.

2.03 GENERAL PURPOSE SEALANT

A. Materials shall be Tremco Dymeric, epoxidized polyurethane terpolymer general purpose sealant as manufactured by Tremco, 10701 Shaker Blvd., Cleveland, Ohio 44104, or approved equal.

2.04 MISCELLANEOUS MATERIALS

A. Joint Cleaner: Provide the type of joint cleaning compound recommended by the sealant or caulking compound manufacturer, for the joint surfaces to be cleaned.

B. Joint Primer/Sealer: Provide the type of joint primer/sealer recommended by the sealant manufacturer, for the joint surfaces to be primed or sealed.

C. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.

D. Sealant Backer Rod: Compressible rod stock polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility with sealant by the sealant manufacturer. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.

2.05 APPLICATIONS

A. Tremco THC-900 Sealant: Provide at all exterior horizontal slab or paving joints.

B. Tremco Dymeric Sealant: Provide at all other joints noted on the Drawings and around steel handrail base plates where handrail has been raised.

PART 3 - EXECUTION

3.01 JOINT SURFACE PREPARATION

- A. Clean joint surfaces immediately before installation of sealants. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond of sealants. All joint surface preparation shall be in accordance with sealant manufacturer's printed instructions.

3.02 INSTALLATION

- A. Comply with sealant manufacturer's printed instructions except where more stringent requirements are shown or specified and except where manufacturer's technical representative directs otherwise.
- B. Prime or seal the joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.
- C. Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for the application shown.
- D. Install bond breaker tape wherever required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.
- E. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between a horizontal surface and a vertical surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.
- F. Install sealants to depths as shown or, if not shown, as recommended by the sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead.
- G. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces including rough textures such as exposed aggregate panels. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces, by either the primer/sealer or the sealant/caulking compound.
- H. Remove excess and spillage of compounds promptly as the work progresses. Clean the adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage, without damage to the adjoining surfaces of finishes.

3.03 CURE AND PROTECTION

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendation, to obtain high early bond strength, internal cohesive strength and surface durability.
- B. The Installer shall advise the Contractor of procedures required for the curing and protection of sealants and caulking compounds during the construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at the time of Owner's acceptance.

END OF SECTION

