

**CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS  
FOR  
PROJECT NO. 2026 AMR-1 2026  
AMR PAVEMENT RESTORATION 1**

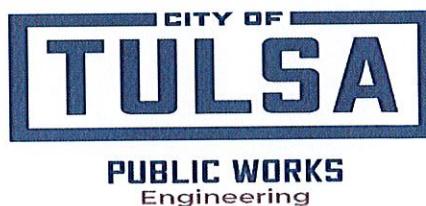
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**ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY**

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**TERRY BALL, DIRECTOR**

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Account Numbers: 2531X00021.MiscEquip.MiscEqip.7410.74103301.541101

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

## CONTRACT DOCUMENTS

### PUBLIC WORKS ENGINEERING SERVICES PROJECT NO. 2026 AMR-1 2026 AMR PAVEMENT RESTORATION 1

<u>INDEX TO BIDDING DOCUMENTS</u>	<u>PAGE</u>
NOTICE TO BIDDERS	NTB-1-3
INSTRUCTION TO BIDDERS	IB-1-6
RESOLUTION 18145 PROVIDING FOR THE EMPLOYMENT OF RESIDENTS OF THE METROPOLITAN STATISTICAL AREA	R-1-3
SBE UTILIZATION INSTRUCTIONS	UI-1-13
AFFIDAVIT FOR SBE UTILIZATION GOALS	SBE-1-5
RESOLUTION NO. 7404 AFFIDAVIT OF COMPLIANCE	RAC-1
AFFIDAVIT FOR 50% RESIDENT RESOLUTION	RRA-1
NONCOLLUSION AFFIDAVIT	NA-1
BUSINESS RELATIONSHIP AFFIDAVIT	BR-1
INTEREST AFFIDAVIT	IA-1
PROPOSAL	P-1-4
CERTIFICATE OF SECRETARY	CS-1
CONSENT OF MEMBERS	CM-1
SALES TAX EXEMPTION DOCUMENT	STED-1
EXTENSION OF TIME REQUEST	ETR-1
CONTRACT	C-1-4
PERFORMANCE BOND	PB-1-2
STATUTORY BOND	SB-1-2
MAINTENANCE BOND	MB-1-2
AFFIDAVIT FOR CONTRACT/CLAIM	AC-1

### SPECIFICATIONS

OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD  
SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2019 EDITION  
ORDINANCE #24616

1-19

CITY OF TULSA ENGINEERING SERVICES CONSTRUCTION  
SPECIFICATIONS – March 2022

## SPECIAL PROVISIONS

SUPPLEMENTAL CONTRACT REQUIREMENTS	SCR-1
SPECIAL CONDITIONS	SC-1-5
GENERAL	SPG1-2
ACCELERATED SET, HIGH EARLY STRENGTH CONCRETE	AHESC-1-2
COLD WEATHER CONCRETE CURING	CWCC-1
COLD WEATHER CONCRETE PLACEMENT	CWCP-1
DECORATIVE AGGREGATE CONCRETE ROADWAY	DAR-1
DECORATIVE AGGREGATE CONCRETE SIDEWALK AND DRIVEWAY	DASD-1
GRABBER TUBES	GT-1
HIGH EARLY STRENGTH CONCRETE	HESC-1-2
INTERLOCKING CONCRETE PAVER	ICP-1-7
JOINT/CRACK SEAL OF PCC STREETS	JCS-1
NON-BERMUDA SLAB SODDING	NBSS-1
INFRASTRUCTURE REHABILITATION SIGN	RIS-1
REMOVE AND RESET BRICK AND CONCRETE PAVERS	RRBP-1
SIDEWALKS	SD-1
EMERGENCY MOBILIZATION	EM-1

Published in the Tulsa World:  
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**NOTICE TO BIDDERS  
SEALED BIDS FOR  
PROJECT NO. 2026 AMR-1**

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. 2<sup>nd</sup> Street, Tulsa, Oklahoma 74103 until **8:30 a.m. the 13<sup>th</sup> 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. 2026 AMR-1  
2026 AMR PAVEMENT RESTORATION 1**

The entire cost of the improvement shall be paid from Account No.

A **MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, January 20, 2026 at 9:00 a.m.** and will be held through video conferencing with Microsoft Teams, invitation presented on the City of Tulsa's website at this link:

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

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

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

Drawings, specifications and contract documents for construction of said public improvements of the said project have been adopted by the Mayor of said City. Copies of same may be obtained at the Office of Contract Administration, 175 E. 2<sup>nd</sup> St., 13<sup>th</sup> 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 13<sup>th</sup> day of February 2026.

Dated at Tulsa, Oklahoma, this 9th 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. 2<sup>nd</sup> Street, Room 260, City Hall, Tulsa, Oklahoma, identified on the outside with the words:

### **PROJECT NO. 2026 AMR-1 2026 AMR PAVEMENT RESTORATION 1**

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 Statues, Sections 174 - 177, which cover erection and use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.

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

### **B-14 BONDS**

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

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

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

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

### **B-15 BOUND COPY OF CONTRACT DOCUMENTS**

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 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 3 1988

A.A.  
OFFICE OF CITY ATTORNEY

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 23<sup>rd</sup> day of August, 1988.

APPROVED, this 23<sup>rd</sup> day of August, 1988.

Rodger Randle

ATTEST: Philip W. Wood

Philip W. Wood  
CITY AUDITOR

APPROVED: Neal E. McNeil

Neal E. McNeil  
CITY ATTORNEY

MM

Mayor

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

- APPROVED, this 23 day of August, 1988.

MM

Mayor

ATTEST:

Philip W. Wood  
CITY AUDITOR

APPROVED:

Neal E. McNeil  
CITY ATTORNEY

CITY OF TULSA  
FILED

AUG 23 1988

AM  
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.

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**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**

<b><i>Business Category</i></b>	<b><i>SBE Goal (%)</i></b>
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 6<sup>th</sup> day following notification or may exercise its right to reject any and all bids.

**4. CITY OF TULSA SBE UTILIZATION form:**

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

**5. CHANGE REQUEST FOR SBE PARTICIPATION form:**

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

Record of Solicitation

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

If bidders cannot meet the established SBE goals, the bidders shall document and submit with their bid proposal, justification stating why they could not meet the established SBE goals. To demonstrate

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

good faith efforts to meet the SBE goals, the bidders shall document their efforts to obtain SBE participation. City will review and determine that the information is complete, accurate and adequately documents the bidder's good faith efforts before committing to the award of the contract to the bidder. In the event that the City awards a contract to a bidder who cannot meet the established SBE goals, the findings of the City's review shall be in written form and shall be incorporated into and become part of the contract documents.

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

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

**Letter of Intent**

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

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

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

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

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

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

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

**Good Faith Efforts**

The steps taken by the bidder to obtain SBE participation shall be documented in writing and shall include, but are not limited to, the following good faith efforts:

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) in the interest of all certified SBE firms capable to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the SBE firms to respond to the solicitation. The bidder must determine with certainty if the SBE firms are interested by taking appropriate steps to follow-up on the initial solicitation.
- B. Selecting portions of the work to be performed by SBE firms in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the contractor might otherwise prefer to perform these work items with its own forces.
- C. Providing interested SBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiating in good faith with interested SBE firms:
  - (1) It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBE firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBE firms to perform the work. RECORD OF SOLICITATION FOR SBE form will be submitted.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including available SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBE firms is not sufficient justification for a bidder's failure to meet the contract SBE goals, as long as such costs are reasonable. Also, the ability or desire of a contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBE firms to fulfill the SBE contract requirements if the price difference is excessive or unreasonable. Documentation of quotes shall be submitted to the City with the bid as part of the bidder's record of solicitation.
- E. Thoroughly analyzing the capabilities of SBE firms before determining a firm's qualification for a project. The following shall not be legitimate causes for the rejection or non-solicitation of SBE quotes in the efforts of the contractor to meet the project goal: (1) the subcontractor's standing, unrelated to

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

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

**Administrative Reconsideration**

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

1. The bidder will be notified by fax/email within ten working days following the bid opening.
2. The bidder will have 2 working days from time of notification to schedule a meeting for the purpose of administrative reconsideration with a City of Tulsa Attorney. Reconsideration meetings will generally be held within 7 days of notification of a bidder being determined non-responsive.

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

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

**CONTRACTOR ACTIONS AFTER AWARD OF THE CONTRACT:**

**Counting SBE Participation Toward the Goal**

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

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

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

When an SBE performs as a participant in a joint venture, the portion of the total dollar value of the contract is equal to the clearly defined portion of the work that the SBE performs with its own forces may be counted toward the goal.

Only expenditures to an SBE contractor who performs a commercially useful function may be counted toward an SBE goal.

**Commercially Useful Function**

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

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

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

**Manufacturers and Material Suppliers**

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

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

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

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

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

**Change Request for SBE Participation**

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

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

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

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

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

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

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

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

- The request for change, CHANGE REQUEST FOR SBE PARTICIPATION form, will be submitted for review to the Engineering Contract Coordinator. The City will make the decision on the approval or denial of the change request and inform the contractor.
- If, at the completion of the project, the contractor has failed to meet the SBE contract goals, does not have an approved change request, and has not demonstrated good faith efforts to meet the contract goal, the contractor will be assessed liquidated damages for the difference between the contract goal and the actual SBE participation achieved. The City shall deduct the liquidated damages from the final payment. In the event insufficient earnings remain for the reduction of liquidated damages, the City may claim against the contractor's bond, suspend the contractor under performance suspension, withhold further proposals, suspend prequalification and/or other remedies available under the law.
- In those instances when the goal is not met due to a change in quantity, which occurs through no fault of the contractor, but due to City and/or changed site conditions, a change request will be recommended by Field Engineering at the time the change becomes known, but not later than the next progressive payment application from the contractor which covers the work identified for the SBE firm. The change request will include the statement of quantity change(s). The contractor shall endeavor, with good faith efforts, to mitigate underruns by utilizing other SBE firms.

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

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

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

**Prompt Payments**

To ensure that contractors' obligations under City contracts are met, the contractor shall endeavor to pay all subcontractors for satisfactory performance of their contracts no later than fifteen (15) calendar days after receipt of each progressive payment from City. The contractor must further endeavor to make prompt release of retainage held to the SBE within thirty days after the work is satisfactorily completed, whether the contractor's work is complete or not. The term "satisfactorily completed" is defined as when; 1) City finds the work completed in accordance with the Plans and Specifications; 2)

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

any required paperwork, including material certification, payrolls, etc., have been received and approved by City; 3) Field Engineering has determined the final quantities on the subcontractor's portion of the work; and 4) Contractor has received progressive payments from City which includes subcontractors' work.

In an effort to accelerate payments to subcontractors, the City may pay the Contractor for acceptable material stockpiled or delivered to the project, at other approved or designated locations, or at a plant site required for Contractor's operations as approved by the City. This is governed by Oklahoma Department of Transportation Standard Specifications for Highway Construction 2009 or latest edition.

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

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

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

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

**Record Keeping Requirements**

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

1. The name(s) of SBE firms or other subcontractors, the type of work being performed, and payment for work, services and business.
2. Documentation of correspondence, verbal contracts, telephone calls, etc., to obtain services of SBE firms on the project.

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

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

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

**Reciprocity**

The City will grant reciprocity of membership in the SBE program to certified Oklahoma Department of Transportation Disadvantaged Business Enterprises which are located in the Tulsa Metropolitan Statistical Area.

(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-1B1D



**RECORD OF SOLICITATION FOR SMALL BUSINESS ENTERPRISE (SBE)**  
**(MUST BE SUBMITTED WITH BID)**

- Project Name:		
- Project Number:		
- Prime Contractor:		
- Prime Contractor Representative:		
<b>Consultants, Subcontractors, Service, Regular Dealers, Material Suppliers, &amp; Fabricators:</b>		
- Contact Date(s):		
- Name of Company:		
- Address (Street, City, County, State):		
- City of Tulsa SBE: <input type="checkbox"/> Yes <input type="checkbox"/> 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: <input type="checkbox"/> Yes <input type="checkbox"/> No		
- Will City of Tulsa SBE be utilized? <input type="checkbox"/> Yes <input type="checkbox"/> 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**

175 E. 2<sup>nd</sup> Street, Floor 13

Tulsa, OK 74103

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)  
**FROM:**

**OR**

**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): \_\_\_\_\_

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 (Update and Submit with Final Payment):

Contractor Representative

## Contractor Representative

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 COMMISSION EXPIRES:**

COMMISSION NO.:

RRA-1

**(Must be submitted at time of bid)  
NON-COLLUSION AFFIDAVIT**

, 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**

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

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

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

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

Signed: \_\_\_\_\_

**BIDDER (Company Name)**

Title:

SUBSCRIBED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## NOTARY PUBLIC

**MY COMMISSION EXPIRES:**

COMMISSION NO.:

**(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**  
**PROJECT NO. 2026 AMR PAVEMENT RESTORATION**

**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 cells highlighted in blue.
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.

**LEGEND**

- \$ 1.00 Cells Requiring Data Input.
- \$ 1.00 Internal Data Transfer.
- \$ 2.00 Calculated Results.

**AGREEMENT FOR USING ELECTRONIC BID PROPOSAL**

By and Between: City of Tulsa, (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. 2026 AMR PAVEMENT RESTORATION 1. In no event shall the information be used for any other purpose or be released to third parties without the written consent of the 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. 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 ENGINEER has and retains ownership of the electronic media. ENGINEER does not warrant or guarantee that the electronic data is compatible with RECIPIENT'S computer hardware or software, and 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**  
**PROJECT NO. 2026 AMR PAVEMENT RESTORATION**  
**2026 AMR PAVEMENT RESTORATION**

TO: HONORABLE MAYOR  
CITY OF TULSA, OKLAHOMA

THE UNDERSIGNED BIDDER, having carefully examined the drawings, specifications, and other Contract Documents of the above project presently on file in the City Clerk, City of Tulsa Oklahoma:

CERTIFIES THAT he has inspected the site of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, and materials necessary for construction, class and type of excavation, and all other factors affecting or which may be affected by the specified work; and

CERTIFIES THAT he has not entered into collusion with any other bidder or prospective bidder relative to the project and/or bid: and

HEREBY PROPOSES: to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents referred to therein; to complete said work within 365 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 Engineers 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.**

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

**Proposal FOR  
PROJECT NO. 2026 AMR PAVEMENT RESTORATION  
2026 AMR PAVEMENT RESTORATION**

ITEM NUMBER	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY*	DATA INPUT UNIT PRICE	AMOUNT
<b>SIDEWALK</b>						
1	230(A)	SOLID-SLAB SODDING (BERMUDA or NON BERMUDA)	SY	800		
2	415(SP)	LOW MODULUS SILICON JOINT SEALER (JSC-1)	LF	500		
3	610(A) (SP)	CONCRETE SIDEWALK (UNDER 10 SY) (SD-1)	SY	1400		
4	610(D)(SP)	REMOVE AND RELAY BRICK, STONE AND CONCRETE PAVERS (RRBP-1)	SY	20		
5	610(SP)	DECORATIVE AGGREGATE CONCRETE SIDEWALK AND DRIVEWAY(DASD-1)	CY	5		
6	SPECIAL	GRABBER TUBE (GT-1)	SD	9000		
7	SPECIAL	60 mm ADA COMPLIANT CONCRETE PAVING UNIT (ICP-1-7)	SY	250		
<b>DRIVEWAY</b>						
8	202(A)	UNCLASSIFIED EXCAVATION	CY	300		
9	202(E)	SUITABLE BACKFILL	CY	25		
10	411(B)	TYPE "S3" ASPHALT CONCRETE	CY	50		
11	411	TYPE "S4" ASPHALT CONCRETE	CY	50		
12	414	CONCRETE PAVEMENT EXPANSION JOINT	LF	195		
13	414(B) (SP)	HIGH-EARLY-STRENGTH CONCRETE PAVEMENT (HESC-1-2)	CY	75		
14	415(SP)	LOW MODULUS SILICON JOINT SEALER (JSC-1)	LF	500		
15	609(A)	CONCRETE CURB 6" BARRIER	LF	300		
16	609(B)	COMBINED CURB & GUTTER, STD.	LF	250		
17	610(A) (SP)	CONCRETE SIDEWALK (UNDER 10 SY) (SD-1)	SY	75		
18	610(A) (SP)	SIDEWALK REMOVAL (SD-1)	SY	300		
19	610(B)(SP)	CONCRETE DRIVEWAY (ACCELERATED SET HIGH-EARLY-STRENGTH)	CY	30		
20	619(B)	REMOVAL OF PAVEMENT 4" TO 8"	SY	300		
21	619(B)	REMOVAL OF CURB	LF	300		
22	619(B)	REMOVAL OF COMBINED CURB AND GUTTER	LF	200		
23	619(C)	SAWING PAVEMENT (10' OR LESS)	LF	2000		
24	854(A)	PAVEMENT STRIPING 4' PAINT	LF	400		
25	855(A)	PAVEMENT STRIPING 4' THERMOPLASTIC	LF	800		
26	COT 202	FLOWABLE FILL, QUICK SETTING	CY	30		
27	SPECIAL	GRABBER TUBE (GT-1)	SD	1000		
28	SPECIAL	INFRASTRUCTURE REHABILITATION SIGN (RIS-1)	SD	400		
29	641(SP)	EMERGENCY MOBILIZATION (EM-1)	EA	3		
<b>TOTAL</b>						

\*Note - quantities are not guaranteed. Quantities subject to change depending on work completed through the True Reads project.

**TOTAL BASE BID**

---

**Figures**

Enclosed is a (  ) Bidder's Surety Bond, (  ) Certified Check, (  ) Cashier's Check for

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:

Title: Corporate Secretary

Printed Name:

Printed Name:

(SEAL)

Address:

Telephone Number:

Fax Number:

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

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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. 2026 AMR-1 2026 AMR PAVEMENT RESTORATION 1**

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. 2026 AMR-1 2026 AMR PAVEMENT RESTORATION 1

ARTICLE II. That the City shall pay to the Contractor for performance of the work embraced in this Contract, and the Contractor will accept as full compensation therefor, the sum (subject to adjustment as provided by the Contract) of \_\_\_\_\_ AND /100 Dollars (\$\_\_\_\_\_) for all work covered by and included in the Contract award and designated in the foregoing Article I; payments therefore to be made in cash or its equivalent, in the manner provided in the General Provisions.

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the City to proceed with the work to be performed hereunder, and shall complete the work within the number of consecutive calendar days after the authorized starting date, as stipulated below:

All Work Completed: 365 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:

C-4

PERFORMANCE BOND

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

\_\_\_\_\_ 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. 2026 AMR-1 2026 AMR PAVEMENT RESTORATION 1**

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

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

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

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

**CONTRACTOR (Principal)**

BY:

ATTEST: ( SEAL )

Title:

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Title:**

---

**Attorney In Fact**

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Surety ( SEAL )

\*\*This date shall match the notarized certificate on the Power-of-Attorney

(Accompany this Bond with Power Of Attorney)

APPROVED AS TO FORM:

---

City Attorney

City Clerk

STATUTORY BOND

WHEREAS, the undersigned \_\_\_\_\_ has entered into a certain contract dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, designated as **Project No. 2026 AMR-1 2026 AMR PAVEMENT RESTORATION** 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.

5/30/06

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 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 \_\_\_\_\_, a

corporation organized under the laws of the State of \_\_\_\_\_ and authorized to transact  
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of  
Tulsa              in              the              Penal              sum              of  
\_\_\_\_\_

Dollars (\$ \_\_\_\_\_) 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. 2026 AMR-1 2026 AMR PAVEMENT RESTORATION**

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.

06/13/06

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

**CONTRACTOR (Principal)**

BY:

ATTEST: ( SEAL )

\_\_\_\_\_Title: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_ 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: \_\_\_\_\_

# SPECIFICATIONS

(Published in the Tulsa World

June 13, 2021)

Ordinance No. 24616

AN ORDINANCE AMENDING TITLE 11, TULSA REVISED ORDINANCES, ENTITLED "PUBLIC WORKS DEPARTMENT" BY AMENDING CHAPTER 10, ENTITLED "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION" BY AMENDING SECTION 1000 AND SECTION 1001; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF TULSA:

*Section 1. Amendment of Title 11, Chapter 10. That Title 11, Chapter 10, Tulsa Revised Ordinances, entitled "Standard Specifications for Highway Construction" be and the same is hereby amended and shall recite in its entirety as follows:*

**"CHAPTER 10. STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

Section 1000. Adoption of State Standard Specifications.

Section 1001. Additions, Revisions, Deletions and Exceptions.

**SECTION 1000. ADOPTION OF STATE STANDARD SPECIFICATIONS.**

That certain document, a bound copy and electronic copy of which has been filed in the Office of the City Clerk of the City of Tulsa, being marked and designated as Standard Specifications for Highway Construction, 2019 Edition, as published by the Oklahoma Department of Transportation, is hereby adopted as the standard specifications for public improvement projects for the City of Tulsa with the additions, revisions, deletions and exceptions as set forth in SECTION 1001 of this chapter.

**SECTION 1001. ADDITIONS, REVISIONS, DELETIONS AND EXCEPTIONS.**

**1001.A. The following definitions, listed as numbered in the 2019 Edition of the Standard Specifications for Highway Construction, are hereby revised and amended for all sections of this chapter as follows:**

**101.03. Abbreviations and Acronyms.** In Table 101:1, add the following abbreviations and expressions:

- ADA - American with Disabilities Act, excluding Chapter 500
- ADA – Adjusted Daily Average, when used in Chapter 500
- ADAAG - American with Disability Act Accessibility Guidelines
- COT - City of Tulsa

- PROWAG – Public Rights-of-Way Accessibility Guidelines

**101.05. Definitions.** Add the following subsections:

- **101.05.CY. City of Tulsa (COT).** The City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents.”
- **101.05.CZ. Non-Collusive Bidding Certificate.** Replace all references to ‘Non-Collusive Bidding Certificate’ with ‘Non-Collusion Affidavit’.”
- **101.05.DA. Qualified Products List (QPL).** All references to ‘ODOT Traffic Engineering Division Qualified Products List (QPL)’ or ‘QPL’ shall mean ‘the City of Tulsa, Traffic Engineering Division Approved Products List’.”
- **101.05.DB. State Construction Engineer.** The City Engineer of the City of Tulsa or authorized designee.”

**101.05.A. Acceptance Date.** Delete section.

**101.05.V. Commission.** Replace definition with “The City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents.”

**101.05.Y. Contract.** Replace definition with “The written agreement between the City of Tulsa and the Contractor setting forth obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The Contract includes the Notice to Bidders, Proposal, Contract Form, all Contract Bonds, Specifications, Special Specifications, Special Provisions, all Plans, Work Orders and Change Orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions.”

**101.05.AG. Department.** Replace definition with “The City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents.”

**101.05.AI. Director.** Replace definition with “The Director of the Engineering Services Department or the Director of any successor department which has the responsibility for general engineering services for the City of Tulsa.”

**101.05.AL. Engineer.** Replace definition with “The City Engineer of the City of Tulsa or authorized designee.”

**101.05.AO. FAST Guide.** Replace definition and all references to “FAST Guide” with “City of Tulsa Acceptance Sampling/Testing Standard Specifications.”

**101.05.AT. Holiday.** Replace definition with “Days declared to be holidays for regular Civil Service employees of the City of Tulsa.”

**101.05.AV. Inspector.** Replace definition with “The City of Tulsa’s authorized representative assigned to inspect the work.”

**101.05.BF. Materials Division.** Replace definition with “The Director of the Engineering Services Department or the Director of any successor department which has the responsibility for general engineering services for the City of Tulsa.”

**101.05.BG. Materials Engineer.** Replace definition with “The City Engineer of the City of Tulsa or authorized designee.”

**101.05.CC. Right-of-Way.** Replace definition with “Right-of-Way or ROW shall mean the surface, the airspace above ground, and the area below the surface of any public street, highway, parkway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, stormwater drainage system, easement, park, or similar property in which the City of Tulsa now or hereafter holds a property interest and/or a maintenance responsibility which, consistent with the purposes for which it was granted or dedicated, may be used to install, operate and maintain facilities.”

**101.05.CD.(16). Sidewalk/Bicycle Path.** Add the following sentence to the existing definition: “Refer to the Revised Ordinances of the City of Tulsa, Title 37 – Tulsa Traffic Code, Chapter 1 and Chapter 10 for definition of bicycle.”

**101.05.CH. State.** Replace definition with “The City of Tulsa, Oklahoma, a municipal corporation acting by and through its duly authorized officers and agents.”

**101.05.CS. Traffic Engineering Division.** Replace definition with “The City of Tulsa Traffic Engineering Division or any successor division which has the responsibility for traffic engineering services for the City of Tulsa.”

**1001.B. City of Tulsa exceptions and amendments to the following provisions, listed as numbered in the 2019 Edition of the Standard Specifications for Highway Construction, are hereby revised, amended and described as follows:**

**102.01. Pre-Qualification.** Delete text of section, and replace with “The City of Tulsa requires General / Prime Contractors to be Prequalified according to Title 11, Chapter 11 of the Revised Ordinances of the City of Tulsa.”

**102.04. Refusal of Proposals.** At the end of the bulleted list, add the following bulleted list item: “The bidder has failed to comply with Small Business Enterprise requirements of a previous City of Tulsa contract.”

**102.06. Examination of Plans, Specifications, Special Provisions, and the Work Site.** Replace the fourth paragraph with “The City of Tulsa may have boring logs and subsurface reports used in determining design criteria. Bidders may request to inspect these documents, relevant to the currently advertised project, by contacting the Contract Administrator at the following address during normal business hours:

City of Tulsa  
Engineering Services Department

2317 S Jackson Ave  
Tulsa, OK 74107"

**102.08. Nonresponsive Proposals.** At the end of the bulleted list, add the following bulleted statement: "The bidder does not properly comply with Small Business Enterprise requirements in accordance with the Proposal Forms."

**102.10. Delivery of Proposal.** Delete text of section, and replace with the following:

"Each bid Proposal shall be completed electronically on the electronic media provided, then printed, signed and submitted along with the electronic media and the complete bound copy of the contract documents or as instructed in the Notice to Bidders. In the event of a discrepancy between the pricing on the electronic media and the hard copy of a Proposal, the hard copy pricing will govern. If an electronic media is not provided, and the bid Proposal is manual, the bid Proposal shall be submitted in ink. The written words shall govern over the figures. 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 Plans and Specifications.

Each bid shall be enclosed in a sealed envelope addressed to

City Clerk's Office  
The City of Tulsa  
One Technology Center  
175 E. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103

or as otherwise instructed in the Notice to Bidders, and identified on the outside with the words:

'PROJECT NO. \_\_\_\_\_,

Pre-qualification Certificate Number \_\_\_\_\_;

All addenda to the contract documents shall accompany the bid when submitted.

Any bid received more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid received after the time set for opening of bids, shall be considered "non-responsive" and shall be returned unopened to the bidder."

**102.13. Public Opening of Proposals.** Delete text of section, and replace with "Proposals shall be publicly opened and read on the date and at the hour and place set forth in the advertisement and Notice to Bidders in the manner established by the City of Tulsa."

**102.16. Non-Collusive Bidding Certification.**

- Replace the Non-Collusion Bidding Certification form with the following City of Tulsa Non-Collusion Affidavit form:

NON-COLLUSION AFFIDAVIT		
STATE OF	)	
COUNTY OF	) ss: )	
_____, of lawful age, being first duly sworn, says that:		
<p>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;</p> <p>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;</p> <p>3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>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.</li> </ul> <p>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.</p>		
BIDDER (Company Name)	Signed _____	
	_____ Title _____	
SUBSCRIBED and SWORN to before me this _____ day of _____, 20____.		
MY COMMISSION EXPIRES:	NOTARY PUBLIC	
COMMISSION NO.:	_____ _____ _____	

- In the fourth paragraph, revise the phrase proceeding the bulleted list to recite, "The following do not constitute collusion within the scope of the Non-Collusion Affidavit."

**103.07. Execution of Contract.** Revise the first paragraph as follows:

- Revise the first sentence to recite "The Contract shall be signed in black or blue ink by the individual, all members/partners of a general partnership or joint venture, a general partner of a limited partnership, a duly authorized officer of the corporation, or a duly authorized manager, managing member or authorized officer of the limited liability company, to whom the Contract was awarded.
- In the last sentence delete "The Department will execute the Contract", and replace with "The Department will endeavor to execute the Contract, in proper form."

**103.08. Approval of Contract.** Delete text of section, and replace with "The Contract shall not be binding upon the City of Tulsa until it has been executed and approved in the manner set forth in the Tulsa City Charter."

**104.01. Purpose of Contract.** After the first two (2) sentences, delete the rest of the section.

**104.07. Maintenance of Traffic.** Revise the first sentence to recite "Keep all roads, sidewalks, and bicycle paths open to all traffic as shown on the plans."

**105.17. Project Completion and Acceptance.** At the beginning of the section add, "This section does not apply to Infrastructure Development Projects (IDPs). For IDPs, refer to Title 35 of the Revised Ordinances of the City of Tulsa."

**105.17.B. Project Completion.** In the first sentence of the last paragraph, replace "The Resident Engineer will" with "The Resident Engineer may".

**105.17.C. Final Acceptance.** Delete text of section, and replace with "Final Acceptance is the date on which the Request for Action (RFA) for final payment has been signed by the Mayor of the City of Tulsa."

**106.01.A. Material Acceptance.** At the end of this section, add the following paragraph: "For conflicts among ODOT Standard Specifications, ODOT Standard Materials Test Methods, and City of Tulsa Acceptance Sampling/Testing Standard Specifications, the City of Tulsa Acceptance Sampling/Testing Standard Specifications shall take precedence."

**106.01.B. Buy America.** Delete Section.

**106.04.D. Distribution of Certifications.** Delete text of section, and replace with "The Contractor shall submit certifications to the Engineer with another copy mailed to:

Field Engineering  
City of Tulsa  
Engineering Services Department  
2317 S Jackson Ave  
Tulsa, OK 74107"

**106.05. Plant Inspection.** In this section, replace all references to "Oklahoma City" with "Tulsa."

**106.11. Guarantees and Warranties.** In the first paragraph replace "six months" with "twelve months" and "six-month" with "twelve-month".

**107.01. Laws, Rules, and Regulations to be Observed.** At the end of this section add the following:

"The contractor shall certify 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](http://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 Contractor's internal ADA program 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 Contractor conduct any activity which is not in compliance with the ADA."

**107.06. Barriers, Barricades, and Warning Signs.** Before the first paragraph, add "In this section, the term "traffic" includes vehicular, pedestrian and bicycle traffic."

**107.14. No Waiver of Legal Rights.** Delete section.

**107.19. Regulated Floodways.** At the end of the section, add "The Contractor shall also follow the requirements of Title 11A of the Revised Ordinances of the City of Tulsa."

**107.20. Stormwater Management.** After the first sentence, add "The Contractor shall also follow the requirements of Title 11A of the Revised Ordinances of the City of Tulsa."

**108.01. Subletting of Contract.** Delete the last sentence of the first paragraph.

**108.02. Notice to Proceed and Preconstruction Conference.** Delete the first sentence in the second paragraph, and replace with "After the Contractor and Resident Engineer hold a preconstruction conference, the Contractor shall receive a Notice to Proceed before the start of construction."

**108.07.B.(1) Extensions for Adverse Weather.** After the first sentence in the second paragraph, add "Extensions of Contract Time will not be granted if conditions exist such that the Contractor could work at least 4 hours."

**108.07.B.(3). Winter Time Suspension.** Delete section.

**108.08. Incentive/Disincentive for Early/Late Completion.** Delete section.

**108.09. Failure to Complete on Time.**

- In the first sentence, delete "in accordance with Table 108:1, 'Schedule of Liquidated Damages.'"
- Delete Table 108:1.

**109.04.B.(3). Equipment.**

- In first paragraph, delete the last two sentences, and replace with the following:

"The Department will determine the maximum allowable rate as listed in the most current edition of the *Heavy Construction Costs with RSMeans data*, published by The Gordian

Group. The Department will calculate the hourly rental rate in accordance with the following equation:

$$H = [(M \times R) / 176] + O$$

Where

H = Hourly rental rate,  
M = Monthly rental rate,  
R = City cost index / 100, and  
O = Hourly operating cost.

- In the second paragraph, delete the last two sentences.

**109.04.B.(4)(f). Employee Fringe Benefits.** Delete text of section, and replace with "The City of Tulsa will not pay for the additional costs of employee fringe benefits incurred by the Contractor for labor during the period the disputed work was in progress."

**109.06. Progress Payments.** Revise the first sentence of the second paragraph to recite "The Resident Engineer will make monthly progressive estimates."

**109.08. Final Payment.** Delete last paragraph, and replace with "If the Contractor does not sign and return the Final Estimate within 90 days of receipt, the Engineer may start action to administratively close the project."

**109.10.A. Recoverable Costs.** Delete section.

**201.04.A. Clearing.** Delete the fourth sentence of the first paragraph, and replace with "Remove branches that overhang the roadway to at least 20 ft [6 m] above the road surface and at least 35 ft [11 m] above the road surface at traffic signals."

**201.06. Basis of Payment.** In this section, delete all references to "Lump Sum", and replace with "Square Yard [Square Meter]."

**202.04. Construction Methods.** In the second paragraph delete, "If the contract requires ground disturbance greater than one acre total."

**202.04.D.(2). Mandatory Sources Designated on the Plans.** Delete sentence, and replace with "If the Plans show the source of selective subgrade topping, excavate the material at the specified source, haul to the specified location, and place."

**202.05.A. Unclassified Excavation.** Delete the second sentence of the first paragraph.

**209.04. Construction Methods.** At the end of the second paragraph, add the following: "Clean inlet and outlet channels within the right-of-way."

**220.04.C. Contractor Responsibilities for SWPPP.** In the first sentence of the second paragraph, replace “recommended” with “required”.

**220.04.H.(3). Earthwork Operations.** Delete first paragraph, and replace with “Protect excavation or embankment slopes as construction progresses with placement of temporary (e.g. seeding, mulching, soil retention blankets, or other approved soil stability), or permanent (e.g. seeding, sprigging, or sodding) erosion control measures. Obtain approval from the Resident Engineer in the preconstruction schedule for any increase or decrease in the amount of the area exposed by construction operations. No exposed area shall remain unprotected without being stabilized. Install temporary or permanent erosion or sediment control measures on excavation or embankment slopes as work progresses in vertical increments of not more than 10 ft [3 m] unless otherwise directed by the Resident Engineer.”

**220.05. Method of Measurement.** In the bulleted list, delete the sixth bulleted item.

**221.01. Description.** In the last sentence, replace “OOPDES” with “OPDES”.

**221.02. D. Temporary Sediment Filter.** Revise the first sentence to recite “Provide fiber log for Type I-A and I-B sediment filter in accordance with Subsection 221.02.H, ‘Temporary Fiber Log.’ Provide material for Type I-C sediment filter in accordance with Subsection 221.02.C, ‘Temporary Silt Fence.’”

**228.02. Materials.** For the first item listed in the table, delete “Nylon”.

**230.01. Description.** Delete “Bermuda”.

**230.02. Materials.** Delete all references to “Bermuda” from this section.

**231.04.C.(1). Planting Seasons and Weather Restrictions.** In the first sentence of the second paragraph, replace “suspend” with “Suspend”.

**317.04.A. Mix Design and Proportioning.** In the bulleted list, insert “•” before “Compressive strength at 7 days”.

**317.04.F. Acceptance.**

- Delete the first paragraph.
- At the end of the second paragraph add “Failure to reach strength between 600 psi [4,150 kPa] and 2,000 psi [13,800 kPa] will result in rejection of the work.”

**317.06. Basis of Payment.** Delete the third and fourth paragraphs and Table 317:1. Replace with the following: “ODOT Acceptance and Strength Pay Factors shall not be used. Failure to meet criteria in Subsection 317.04.F will result in rejection of the work.”

**401.04.A.(1). Surface Elevation and Smoothness.** Delete paragraph, and replace with “Refer to the City of Tulsa Standard Specifications for Pavement and Bridge Deck Smoothness.”

**403.04.A.(2). Seasonal Limitations.** Delete paragraph and Table 403:1, and replace with “The Department will evaluate claims for extension of Contract Time in accordance with Subsection 108.07, when temperature and weather limitations in Table 403:2 are not met.”

**405.04.G. Spreading and Finishing.** In the last paragraph, replace “ODOT Bridge Division” with “Department”.

**406.04.F. Weather and Seasonal Limitations.** Delete the second paragraph.

**410.04.E. Aggregate Application Rate.** Delete the third and fourth sentences, and replace with “The Contractor shall overlay the deficient area at no additional cost to the Department.”

**410.05. Method of Measurement.** Delete text of section, and replace with “The Resident Engineer will measure completed Micro Surfacing by the square yard [square meter].”

**410.06. Basis of Payment.** Delete all Pay Items and Pay Units in the table and replace with the following Pay Item and Pay Unit: “MICRO SURFACING, Square Yard [Square Meter]”.

**411.03.C. Pavers.** After the first paragraph add the following paragraph and Table 411.03.C:1. “Pavers shall be capable of placing a minimum paving width in one (1) lift as shown in Table 411.03.C:1. Longitudinal joints in the surface layer shall correspond with the locations indicated in Table 411.03.C:1.”

Table 411.03.C:1 Minimum Paving Widths		
Roadway Classification	Minimum Paving Width	Location of Longitudinal Joints
Arterials	one (1) full lane width	At edges of traffic lanes
Non-Arterials	one-half ( $\frac{1}{2}$ ) road width	At centerline of road
Trails and bike lanes	full width of trail/bike lane	At edges of trail/bike lane

**411.03.F. Material Transfer Vehicle.**

- In the fourth paragraph, replace “Bridge Division” with “Department”.
- In the seventh paragraph, replace “500 ton [450 metric ton]” with “100 ton [90 metric ton]”.

**411.04. Construction Methods.** At the beginning of this section, add the following:

“Prior to paving operations, submit a paving plan indicating the sequence of paving passes, pass widths, pass thicknesses, and requested temporary street closures.

The contractor shall not drive empty or loaded trucks or equipment across newly paved areas for the construction period.”

**411.04.D. Control Strip Requirements.**

- Delete the first paragraph.
- In the second paragraph, replace “500 ton [450 metric ton]” with “100 ton [90 metric ton]”.
- Delete the last paragraph, and replace with “If the initial asphalt control strip produces failing results, make adjustments to production and placement procedures, and repeat the

test process for a second control strip. If required, create additional asphalt control strips on the shoulder until an acceptable mixture is produced."

#### **411.04.I. Spreading and Finishing.**

- After the second sentence in the fourth paragraph, add "Once paving begins the Contractor should have sufficient trucks available to deliver asphalt materials in a continuous operation."
- After the fourth paragraph, add the following paragraph: "A leveling or "wedge" course may be required to establish the required cross-slope for the finished overlay. Adequate transitions to side streets and driveways must be provided. Paving shall extend to the returns of all side streets. Special consideration should be given to prevent ponding at side street intersections."

#### **411.04.J.(1). General.**

- Delete the second paragraph, and replace with the following:

"Ensure longitudinal joints in the surface layer correspond with locations indicated in Table 411.03.C:1.

Transverse joints shall be kept to a minimum. At a minimum, each lane shall be continuously laid without cold joints either from intersection to intersection or a length of 500 ft."
- Delete the last sentence in the last paragraph.

#### **411.04.K.(2). Acceptance.** Delete the second sentence in the third paragraph.

##### **411.04.K.(2).(a). Layers At Least 1½ in [38 mm] Thick.**

- In the second paragraph, delete the first sentence, and replace with "Asphalt density tests for each lot will be performed at random sample locations."
- Delete Table 411.2 and the last paragraph in the section, and replace with the following:

"ODOT Pay Adjustments for Lot Density shall not be used. Failure of any sample within the lot to reach density within 92.0 to 97.0 percent of the Maximum Theoretical Density will result in rejection of the entire lot. The Contractor shall remove and replace unacceptable lots at no additional cost to the Department."

##### **411.04.K.(2).(b). Layers Less Than 1½ in [40mm] Thick.** In the second paragraph, replace "500 yd<sup>2</sup> [500 m<sup>2</sup>] with "400 yd<sup>2</sup> [330 m<sup>2</sup>]".

#### **411.04.N.(2).(a). Basis of Acceptance and Payment.**

- In the first paragraph.
  - In the first sentence, delete "and payment":
  - After the first sentence, add the following: "The Resident Engineer may also consider other characteristics, including but not limited to, pavement smoothness."

- In the second paragraph, delete the second through the last sentence.
- Delete the fifth through the last paragraph, and replace with “ODOT pay factors for density, asphalt cement content, and air voids shall not be used. Failure to reach density of 92.0 to 97.0 percent of the Maximum Theoretical Density, asphalt cement content of +/- 0.40 of job mix formula, air voids greater than 1.5 deviation from target, or specified thickness of asphalt will result in rejection of the entire lot. The Contractor shall remove and replace unacceptable lots at no additional cost to the Department.”

**411.04.N.(2).(b). Resident Engineer's Acceptance Procedures.** Delete the second paragraph, the bulleted list, and Table 411:4; replace with “The Resident Engineer may perform varying amounts of sampling and testing per lot in accordance with the City of Tulsa Acceptance Sampling/Testing Standard Specifications.”

**411.06.B.(2). Asphalt Binder Price Adjustment (ABPA).** Delete the last paragraph, and replace with “ODOT will establish the Monthly Asphalt Binder Price Index each month and post the information to the ODOT website at <http://www.okladot.state.ok.us/contractadmin/pdfs/binder-index.pdf>.”

**414.02. Materials.**

- Delete “Fly Ash” from Table.
- At the end of the section, add the following:  
“Fly Ash is not allowed in any concrete mixture unless otherwise specified in the Plans or Special Provisions.”

**414.03.B. Placing and Finishing Equipment.** After the first sentence, add the following: “If paving is not performed by a slip form paver, a hand vibrator shall be required.”

**414.04.R. Acceptance of Pavement.** Delete text of section, and replace with the following: “ODOT pay factors shall not be used. Failure to reach the gradation specified, air content of 4.5% to 7.5%, or target strength of the mix design will result in rejection of the entire lot. Failure to provide pavement thickness equal to or greater than what is specified will result in rejection of the entire lot.”

**414.04.R.(a). Engineer's Acceptance Procedures.** Delete text of section and Table 414:2. Replace with “Refer to City of Tulsa Acceptance Sampling/Testing Standard Specifications.”

**414.06. Basis of Payment.** Delete the last sentence in this section.

**509.06. Basis of Payment.**

- Delete the second through the fifth paragraph and Table 509:7. Replace with the following: “ODOT pay factors for strength and air content shall not be used. Failure to reach the specified strength or the target air content within a deviation of 1.5% will result in rejection of the work. Check any outlying concrete cylinder breaks and air entrainment tests in accordance with ASTM E 178 Table 1, Upper 10% Significance Level.”

- In the sixth paragraph, revise the first sentence to recite “If the concrete is rejected by the Engineer, the Contractor may elect to core the represented concrete at no additional cost to the Department.”

**515.04.C. Sampling and Testing of Bridge Decks and Approaches.** Delete the first paragraph and bulleted list. Replace with “Refer to City of Tulsa Acceptance Sampling/Testing Standard Specifications for lot size.”

**515.04.D.(2). Bridge Decks and Approach Slab Surfaces.**

- In the first paragraph, delete the third sentence.
- Delete sections (a), (b) and (c).
- Add the following:

“The percentage of absorption (using test results from OHD L39) shall be less than or equal to 1.0. The depth of penetration (using test results from OHD L 40) shall be greater than or equal to 0.15 inches. If absorption and penetration requirements are not met, reapply penetrating water repellent at no additional cost to the Department until requirements are met.”

**516.02.C. Casings.**

- In the first sentence of the third paragraph, add the word “licensed” after “Registered Professional Engineer”.
- In the fourth paragraph, delete the second sentence, and replace with “Use permanent interior casings in accordance with ASTM A760 and AASHTO M36.”

**516.04.C.(7). Concrete Acceptance.** Delete the second and third sentence. Replace with the following: “ODOT pay factors for concrete strength shall not be used. Failure to reach the specified strength will result in rejection of the work.”

**610.04.F. Tactile Warning Device.** Delete text of section, and replace with the following:

“Install tactile warning devices in accordance with the manufacturer’s specifications and the City of Tulsa Standard Drawings. Tactile Warning Devices shall consist of Cast-In-Place Tactile Panels in accordance with 733.1, “Tactile Warning Device Material”.

Tactile panels shall be cast into the wet concrete. Surface applied products shall not be allowed. The panels shall extend the full width of the ramp or landing area and shall extend a minimum of two (2) feet in the direction of pedestrian travel. Panels shall be placed perpendicular to the direction of travel unless specifically noted otherwise or approved by the Engineer prior to installation.

All construction shall meet current ADAAG and PROWAG Guidelines.”

**611.01. Description.** In the first sentence, delete “, brick masonry.”.

**611.02.A. General.**

- Delete “Clay Brick” and “Concrete Brick” from the table of materials.

- In the second paragraph, delete “brick masonry or”.

**611.04.B. Clay Brick or Concrete Brick.** Delete section.

**615. Sanitary Sewer Pipe Conduits.** Delete section.

**616. Water Pipe and Fittings.** Delete section.

**623. Guardrail and End Treatments.** Revise the section title to recite “Guardrail, End Treatments, and Impact Attenuators”.

**623.01. Description.**

- In bulleted list, add the item, “Guardrail Impact Attenuators”.
- In the last sentence of the last paragraph, after “Ensure the GETs”, add “and Guardrail Impact Attenuators”.

**623.04. Construction Methods.** Add the following subsection:

**“623.04 H. Guardrail Impact Attenuators**

Ensure experienced workers fabricate and install guardrail impact attenuators as shown on the Plans.

Construct guardrail impact attenuators with certified, crash tested hardware. Ensure NCHRP 350 TL-3 certification for substituted hardware and that the product appears on the Traffic Engineering Division’s Qualified Product List (QPL). Obtain the Resident Engineer’s approval of substitutions before installation.”

**623.06. Basis of Payment.** Add Pay Item “(J) Guardrail Impact Attenuator” with a Pay Unit of “Each”.

**624.01. Description.** In the bulleted list, add the bulleted item, “Fence, Other (Like Kind).”.

**624.02. Materials.** In the table, add the Material, “Fence, Other (Like Kind)” with Section or Subsection of “732.10”.

**624.06. Basis of Payment.** Add Pay Item, “(H) Fence, Other (Like Kind)” with a Pay Unit of “Linear Foot [Meter]”.

**642.06. Basis of Payment.** In the table, for both Pay Items, delete the Pay Unit of “Lump Sum”, and replace with “Each”.

**701.01.B. Cement Substitution.** Delete text of section, Table 701:2, and Table 701:3. Replace with “Cement substitutions shall not be used in concrete mixtures.”

**701.19.A. General. Controlled Low-Strength Material (CLSM).** In the first sentence, delete “fly ash.”.

**701.19.B. Mix Design.** In the table, delete the Material, "Fly Ash".

**702.01.A. General.** In the second paragraph

- Delete the first sentence, and
- In the last sentence, delete "PCC from one source (power plant) and".

**702.01.B. Requirements for Portland Cement Concrete Use.** Delete section.

**702.02. Slag Cement.** Delete section.

**702.03. Cement Kiln Dust.** Delete section.

**702.04. Silica Fume.** Delete section.

**708.04. Composition of Mixtures.** In Table 708:6, under "Other Mixture Requirements", add a row as follows:

	S2	S3	S4	S5 / RIL	S6
Asphalt Cement (for Non-Arterial pavements only) % of mix mass		≥ 5.0	≥ 6.0	≥ 6.0 / NA	

**711.06.D.(1). Acrylic Emulsion Polymer.** In the second sentence, after "44 percent by", delete "weight [mass]", and replace with "total weight of the acrylic emulsion polymer."

**719.04.A. Description.** In the second sentence, after "Type III" add ", Type IV, or Type IX".

**719.05.C. Material and Application.** In the first sentence, delete "baking screen enamel or".

**719.05.E. Tests.** In the first sentence revise "Ensure screening enamel, stencil pastes, and process inks" to recite "Ensure stencil pastes and process inks".

**726.02. Flexible Conduits.** In Table 726:3, under Nonmetallic conduits—culverts, for Corrugated Polypropylene Pipe, delete the requirement for "AASHTO M330", and replace with "COT 215".

**732. Materials for Guardrail, Guide Posts, Bridge Rail, Miscellaneous Railing, and Fences.** Add the following subsection:

**"732.10 Fence, Other (Like Kind)**

Provide fence, other (like kind), in accordance with contract documents."

**733. Miscellaneous Materials.** Add the following subsection:

**"733.1 Tactile Warning Device Material**

Provide cast-in-place tactile panels to be embedded into wet concrete. Surface applied products are not allowed. The panels shall meet the size and spacing requirements shown in the plans or the City of Tulsa Standard Drawings.

The tactile panels shall be composed of cast iron or vitrified polymer composite material. The color of the tactile panels shall comply with ADAAG and PROWAG color contrast requirements. Vitrified polymer composite panels shall be yellow and conform to Federal Color No. 33538. The color shall be homogeneous throughout the product. Any variations in color shall be approved by the Engineer prior to installation.

Tactile panels shall meet current ADAAG and PROWAG Guidelines.”

**735.01. Sodding and Sprigging Materials.** Within subsections A, B and C, delete the word “Bermuda”.

**735.01.B.(1). Solid Slab Sod.** At the end of the first paragraph add “Nylon mesh shall not be allowed in solid slab sod.”

**740.01. Materials.**

- Delete the first three paragraphs.
- In fourth paragraph, delete “aluminum sheet material”. Replace with “louvered aluminum backplates”.
- At the end of the fifth paragraph, add “Retroreflective sheeting shall be 2 inches wide and attached to the front perimeter of the backplate. Retroreflective sheeting shall be fluorescent yellow.”

**740.02. Finish.** After “Ensure the backplate is” add “flat”.

**801.01. Description.** Delete the second paragraph. Replace with the following:

“The contractor shall obtain the necessary permits for electrical inspection on all signal and lighting work. Electrical inspections shall include all electrical equipment, enclosures, devices, cables, conductors and raceways as defined by the NEC. High or low voltage shall be installed, maintained, connected or removed by a State of Oklahoma licensed Electrical contractor. All work shall meet the requirements of the NEC. The City of Tulsa shall reserve the right to define workmanlike manner. Proof of license shall be carried on person at all times and be available to City of Tulsa personnel upon request per Title 158- Construction Industries Board Chapter -40 Subchapter 11-2(a)(9). The Contractor shall contact City of Tulsa Traffic Operations to obtain the address needed to obtain the permit.”

**801.04.A. General.** Replace all references to “60-cycle” with “60 hertz”.

**802. Electrical Conduit.** Delete section.

**803. Pull Boxes and Ground Boxes.** Delete section.

**804. Concrete Footings.** Delete section.

**805. Removal of Traffic Items.** Delete section.

**806. Poles and Mast Arms.** Delete section.

**807.02. Materials.** In the second sentence of the second paragraph, replace "plastic" with "hardened, tamper-proof".

**807.06. Basis of Payment.** In the last paragraph, replace "plastic" with "hardened, tamper-proof".

**809. Luminaires.** Delete section.

**810. Power Supplies.** Delete section.

**811. Electrical Conductors Highway Lighting.** Delete section.

**813.02. Materials.** In the first two sentences of the first paragraph, after "(2) hardcopies" add "and one (1) electronic (pdf) copy".

**813.02.A. Structural Design.**

- In the second sentence of the first paragraph, delete "corrosion-resistant (stainless or galvanized steel, or aluminum)". Replace with "galvanized steel".
- In the eighth paragraph, after "Provide the following luminaire ring suspensions as required by the Contract:", add "(Only top latching systems are allowed.)".

**813.04. Construction Methods.** In the first paragraph, delete the third sentence and replace with "Submit to the Resident Engineer one (1) electronic (pdf) copy and at least five (5) hardcopies per project or one (1) copy per device."

**825. Traffic Signal Controller Assembly.** Delete section.

**827. Solid-State Flashing Controller.** Delete section.

**828. Vehicle Loop Detector and Loop Detector Wire.** Delete section.

**830. Pedestrian Push Button.** Delete section.

**831. Traffic Signal Heads.** Delete section.

**832. Optically Programmed Adjustable Traffic Signal Heads.** Delete section.

**833. Traffic Signal Backplates.** Delete section.

**834. Electrical Conductors for Traffic Signals.** Delete section.

**850. Signs.** Delete section.

**851. Galvanized Steel Sign Posts.** Delete section.

**855.04.B. Application of Markings.** At the end of the first paragraph, add “Remove temporary markings and reflective tabs prior to installing permanent markings.”

**856. Traffic Stripe (Multi-Polymer).** Delete section.

**858.04. Construction Methods.** At the end of the second sentence of the first paragraph, delete “maker”, and replace with “marker”.

**880.02.B.(5). Warning Lights.** In the first sentence, delete “6F-7OF”, and replace with “6F.83”.

**880.05.B. Lump Sum Pay Item.** At the beginning of the second paragraph, revise “If additional and compensation” to recite “If additional compensation”.

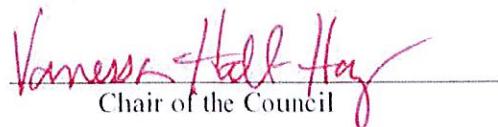
**Section 2. REPEAL OF CONFLICTING ORDINANCES.** *That all other ordinances or parts of ordinances in conflict herewith be and the same are now expressly repealed.*

**Section 3. SEVERABILITY.** *If any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance, which shall remain in full force and effect, and to this end the provisions of this ordinance are hereby declared to be severable.*

**Section 4. EFFECTIVE DATE.** *This ordinance shall be effective on July 1, 2021.*

**JUN 02 2021**

ADOPTED by the Council: \_\_\_\_\_  
Date \_\_\_\_\_

  
\_\_\_\_\_  
Chair of the Council

OFFICE OF THE MAYOR

Received by the Mayor: \_\_\_\_\_ at \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_

G.T. Bynum, Mayor

By: \_\_\_\_\_  
Secretary

APPROVED by the Mayor of the City of Tulsa, Oklahoma: JUN 09 2021  
Date

at \_\_\_\_\_.  
Time



\_\_\_\_\_  
Mayor



ATTEST:



\_\_\_\_\_  
City Clerk

APPROVED:



\_\_\_\_\_  
City Attorney

OK-CMS

## **SPECIFICATIONS**

- A. Oklahoma Department of Transportation Standard Specifications for Highway Construction, 2019 Edition as modified by Ordinance 24616, shall be used on this project including Section 100-General Provisions.
- B. City of Tulsa, Public Work, Engineering Division, Construction Specifications – March 2022 are incorporated herein as if fully set forth and are on file, including all revisions posted on internet prior to bid opening, with the Public Works Department, Engineering Division, 175 E. 2<sup>nd</sup> Street, Tulsa, Oklahoma or access on the internet at:  
<https://www.cityoftulsa.org/government/departments/public-works/engineering-services/specifications-checklists-and-details/>

# **SPECIAL PROVISIONS**

**SPECIAL PROVISION  
SUPPLEMENTAL CONTRACT REQUIREMENTS  
PROJECT NO. 2026 AMR-1 2026 AMR PAVEMENT RESTORATION**

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. 2<sup>nd</sup> Street, 13<sup>th</sup> 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 **Zero (0) 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** **FOR SPECIAL CONDITIONS**

### **1. SCOPE OF WORK:**

A. **GENERAL:** It is the intent of these specifications and this contract to provide for restoration of paved infrastructure due to Automatic Meter Reader (AMR) meter box installation citywide. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

B. **PROJECT LOCATION:** Within the City limits of Tulsa and all of its surrounding facilities.

C. **LENGTH OF CONTRACT:** This contract will expire after 365 days from Notice to Proceed.

D. **QUANTITIES:** The City of Tulsa does not guarantee any specific quantities of items. All listed quantities are estimates only. Claims will be processed to cover work as it is completed during the contract period. Bids are to establish unit prices only.

### **2. ALTERATION OF PLANS OR CHARACTER OF WORK:**

The City reserves the right to make at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction, including alterations in the grade or alignment of the road or structure or both, as may be found to be necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to accept the work as altered, the same as if it had been a part of the original contract.

### **3. EXTRA WORK:**

The Contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable to complete fully the work as contemplated. Such work shall be performed in accordance with the specifications, and when directed in writing by the City of Tulsa and will be paid for as provided under extra or force account work.

#### 4. REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS:

All materials, structures, or obstructions found on the project which are not to remain in place, or which are not to be used in the new construction shall be carefully dismantled and salvageable materials stored in accessible locations as directed by the City of Tulsa. Unless specified on the plans in the proposal, this work will not be paid for separately but will be included in the price bid for other items. Unless otherwise shown, materials not considered salvageable or not incorporated in the work shall become the property of the Contractor and disposed of by him.

#### 5. FINAL CLEANING UP:

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the right of way all machinery, equipment, discarded materials and trash. Material cleared from the right of way and deposited on property adjacent to the right of way will not be considered as having been disposed of satisfactorily. The Contractor shall leave any area or slope, where he performs any work in a neat and workmanlike condition. He shall repair at his own expense and to the satisfaction of the City of Tulsa, any area, sloped or turfed that has been damaged by his operations.

#### 6. TIME AND PROGRESS:

- A. The work for said contract shall commence within 10 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 uninterruptedly at a uniform rate of progress to ensure completion within the number of days stated in these specifications. It is expressly understood and agreed that the said time for the completion of the work described herein is a reasonable time for the completion of the same.
- B. Work on arterial streets or areas designated by the City of Tulsa shall be completed within (5) five working days and work on non-arterial streets, green areas, and other permitted locations within (7) seven working days from the date and time of notification to complete the permit. This includes all time required for OKIE locates. A working day is defined as every day shown on the calendar, exclusive of Sundays and Holidays. The Contractor shall, upon request by the City of Tulsa, supply a construction schedule on all work required to complete the project. Completion times are established as reasonable durations to complete anticipated permits under normal weather conditions and average permit volumes. If the contractor believes the time for completion is not sufficient, the contractor shall submit in writing a request for extension within 48 hours of being notified.

The Contractor shall also provide a written request, 48 hours in advance, for permission from the City of Tulsa, prior to working Sundays or holidays. The request does not guarantee permission.

C. Completion times may be extended during prolonged periods of inclement weather or when permit volumes significantly exceed the average volume of 20 permits per day. Extensions of completion times will be considered by the City of Tulsa when requested in writing by the Contractor for a specific number of permits. The following schedules may be used as a guide in determining the applicable extensions, but under no circumstances will the completion time be extended to more than double the normal completion time of five or seven calendar days. Time extensions will not be granted for areas/permits that are in liquidated damages.

**MAXIMUM TIME EXTENSION FOR PEAK VOLUME**

AVG. # LOCATIONS/DAY	TIME EXTENSION (DAYS)
<20	0
21 - 40	1
41 - 60	2
61 - 80	3
>80	4

\*Estimated quantities are not expected to exceed 20 locations per day; time extensions listed above will be utilized only if quantities exceed expectations.

D. The Contractor will be notified of the restorations to be worked for the following day. A project schedule, describing that day's activities, shall be submitted by the Contractor to the City by 7:30 a.m. each morning. The preferred method of delivery is e-mail. Failure to do so by 8:00 a.m. each morning will subject the Contractor to a \$1000.00/day fine.

E. The contractor shall establish traffic control devices and commence work within 24 hours of being notified. If the Contractor shall fail to commence work within 24 hours of being notified, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages the sum of One Thousand Dollars (\$1000.00) 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.

The Contractor shall always maintain one lane of traffic on two lane streets and two lanes of traffic on four lane streets. The Contractor will be assessed \$1000/day fine for any street closure without City approval.

If the Contractor shall fail to complete the work assigned within the time specified, then the contractor agrees to pay to the City, not as penalty but as liquidated damages for such Breach of Contract, the sum of \$2,500.00, for each day of failure to complete restorations on arterial streets or areas designated by the City of Tulsa and \$2,500.00 for each day of failure to complete restorations on non-arterial streets, green areas, and other permitted locations, 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.

- F. Should the Contractor be delayed in the final completion of the work by any act or neglect of the City or causes outside of and beyond the control of the contractor and which, in the opinion of the City of Tulsa, could have been neither anticipated nor avoided, then an extension of time sufficient to compensation for the delay, as determined by the City of Tulsa, shall be granted by the City, provided, however, that the Contractor shall give the City of Tulsa notice in writing of the cause of the delay in each case within three days after the delay.
- G. Extensions of time will not be granted for delays caused by inadequate construction force or the failure of the Contractor to place orders for equipment or materials enough 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 not included in the original contract of the time extension as herein provided.
- H. If at any time, in the opinion of the City of Tulsa proper progress is not being maintained, such changes shall be made in the Contractor's operations which will reflect the priorities set by the City of Tulsa at no additional cost to the City.
- I. If the Contractor is notified of a work area that needs minor corrections, the Contractor will make all necessary repairs to complete the work as determined by the Inspector. The Contractor will be compensated for all labor, material, etc. under the appropriate bid items to complete the work. This will be done in lieu of a turn back.
- J. Upon notification from the Contractor that the work required by the permit has been performed, the Inspector will inspect. If all work required has been completed in accordance with the contract, that inspection will be the final inspection. If, however, the inspection discloses any work, in whole or in part, not in accordance with the contract, the Inspector shall give written notice within 24 hours by email to the Contractor of the exceptions found. In which case, liquidated damages will run as stated in Item 6.E. until the final inspection is made.

- K. If the work is progressing in a good and workmanlike manner, and if the Contractor is faithfully carrying the terms of this contract, then estimates of the work completed shall be prepared by the Contractor, checked by the City of Tulsa. If the work is not progressing in a good and workmanlike manner, the City of Tulsa may hold the estimate for payment until such progress is forthcoming. The Contractor is required to bill for all work that has been completed within 90 days from the date the work was completed.
- L. Any work done, or materials used without inspection by an authorized Department representative may be ordered removed and replaced at the Contractor's expense unless the Department representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

**SPECIAL PROVISIONS**  
**GENERAL**

1. Contractor shall be required to submit sufficient documentation in the form of a spreadsheet with each pay estimate to allow verification of individual quantities.
2. 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 as required by the type of concrete used before removal of protective devices. Open excavations will not be left unprotected overnight.
3. 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 the driveway usable by the homeowner will subject the Contractor to a \$1000/day fine. The exception to this is the allowance for cure time.
4. Sod shall be transplanted within 24 hours after sod is stripped. If sod is stacked, it shall be placed roots to roots, or grass to grass. Sod shall be kept moist during delivery and protected from wind, sun dehydration, and freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Sod shall not be dumped from vehicles. Damaged sod will be rejected.
5. All areas to be sodded shall be graded to a smooth, free drainage, even surface with a uniformly loose, fine texture. Limit fine grading to areas which can be sodded immediately. Roll and rake, remove ridges, and fill depressions as required to drain.
6. Sodded lawns will be acceptable provided requirements, including maintenance, have been completed producing a healthy, uniform, close stand of specified grass is established free of weeds, bare spots, and surface irregularities.
7. From December 1 through March 1, the Contractor shall place sod in accordance with the specifications and as directed by the Engineer. If in the opinion of the Engineer satisfactory growth is not established, the Contractor shall replace the sod as directed by the Engineer. Payment will be made at the unit price bid for solid slab sodding.
8. All areas to be sodded in parks, residential areas, and other special applications shall be tilled to a depth of four inches, weather permitting, as directed by the Engineer. No additional payment will be made for said tilling.

9. Standard Drop Inlets, Double Grate Drop Inlets, and Inlets with Access Manholes Back of Curb shall be per Design Standards for 15", 18" and 24" Reinforced Concrete Pipe.
10. The contractor certifies that it and all 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](http://www.dhs.gov/E-Verify).
11. All traffic materials shall meet the requirements of COT 627 Pre-Qualification for Traffic Operations Materials or as directed by the Traffic Engineer.
12. The Contractor and or their Sub-contractors working on COT Traffic infrastructure shall meet the requirements of COT 628 – Signal and Lighting Project Contractor Experience Requirements.
13. The Contractor shall be responsible for maintaining the traffic signal in a proper working condition during construction, repair or replacement of the traffic signal as directed by the Traffic Engineer and for following the requirements of COT 626 Traffic Signal Construction and Operation.

**SPECIAL PROVISIONS**  
**FOR**  
**ACCELERATED SET, HIGH EARLY STRENGTH CONCRETE**  
**(JOB SITE DOSED WITH POZZUTEC<sup>1</sup>)**

**DESCRIPTION**

This work shall consist of furnishing and placing Accelerated Set, High Early Strength Concrete.

**MATERIALS**

The following are approximate concrete mixture proportions for a one cubic yard batch:

<u>Material</u>	<u>Quantity</u>
Type I Portland Cement	705 lbs.
ASTM #57 Coarse Aggregate	1767 lbs.
Fine Aggregate	1092 lbs.
Water	35 gallons
Air Content	5-7 percent
Pozzutec 20 (ASTM C494, Type C and E)	420 ounces
Slump	5-7 inches

Submittal shall be delivered to the City of Tulsa at a date set by the Engineer and shall include the items outlined in ODOT Specifications 701.03.

Batching shall measure the weights of each material required within a tolerance of one percent for cement and two percent for aggregates (account for moisture content). The quantity of water used shall be within plus or minus one percent of that required by the design. Water may be measured either by volume or by weight. The above materials shall be used in strict accordance with the manufacturer's recommendations. All materials used in Accelerated Set, High Early Strength Concrete shall meet the requirements of Section 701, Portland Cement Concrete, of the ODOT Standard Specifications for Highway Construction, 2019 Edition.

1. Pozzutec 20 admixture as manufactured by Master Builders, Cleveland, Ohio

## **CONSTRUCTION METHODS**

The Accelerated Set; High Early Strength Concrete shall be mixed between 70 to 100 revolutions of the ready-mix truck at the plant. Addition of the Pozzutec 20 shall be performed at the site of the work in accordance with manufacturer's requirements. The concrete shall be mixed for a minimum of 70 revolutions after adding the Pozzutec 20. Mixing shall be in a mechanical mixer capable of combining the aggregates, cement, and water into a thoroughly mixed and uniform mass within the manufacturer's specified mixing period. There shall be no water in the mixing drum prior to adding the aggregates.

Construction equipment and/or other traffic shall be limited to the newly constructed concrete section as discussed under Special Provisions, "Cold Weather Concrete Curing."

## **TESTING**

Following are the testing requirements for the Accelerated Set, High Early Strength Concrete mix:

Compressive Strength:<sup>2</sup> 3,000 pounds per square inch (psi) – 12 hours

3,500 psi – 24 hours

Slump: Initial slump (prior to adding Pozzutec 20)  
= 2 inches maximum

Final slump = 5 inches minimum;  
7 inches maximum

## **BASIS OF PAYMENT**

ACCELERATED SET HIGH EARLY STRENGTH CONCRETE CY

Payment shall be full compensation for furnishing all materials, equipment, labor and incidentals necessary to complete the work.

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1 During cool weather (less than 50 degrees Fahrenheit), specimens shall be cured in a fully insulated closed box.  
During moderate weather (between 50°F and 80°F), specimens shall be cured in both open and fully insulated closed boxes with compressive strength tests performed on specimens from each curing box.  
During warm weather (greater than 80°F), specimens shall be cured in a closed box placed in a shaded area.

**SPECIAL PROVISIONS**  
**FOR COLD WEATHER CONCRETE CURING**

Placement of asphalt on AMR restoration repair sections of cold weather concrete or opening of AMR restoration repair sections of cold weather concrete to traffic shall be allowed when the concrete achieves a compressive strength of 3,000 pounds per square inch (psi). Construction equipment loads shall not be applied to the concrete repair section until the 3,000-psi compressive strength is achieved.

**SPECIAL PROVISIONS**  
**FOR COLD WEATHER CONCRETE PLACEMENT**

1. When early traffic placement on a repair is required, the following guidelines are provided as a minimum to assure required strength during cold weather. The Contractor is responsible for the protection and quality of concrete placed during all weather conditions. If circumstances occur which preclude following these guidelines, lower early strength may result in delays in opening areas to traffic as desired.
2. Ice, snow, and frost must be removed from the cut prior to placement of concrete. Concrete should not be placed on frozen subgrade. Removal of frozen subgrade will be paid as unclassified excavation.
3. Fresh concrete temperatures shall be a minimum of 50°F and a maximum of 90°F at time of placement. Hot mix water and preheated aggregate may be necessary to accomplish the minimum temperature during extremely cold weather. The minimum ambient temperature at time of placement should be at least 30°F.
4. Insulated blankets should be placed immediately when average daily temperatures are below 50°F or when minimum ambient temperatures are anticipated below 40°F during the curing period and left in place until opening to traffic. Insulated blankets shall be MA KA closed cell insulated blankets or approved equal. The insulated blankets shall have a minimum R-value of 2. Cost of insulated blankets shall be included in the price bid for the concrete where they are used.
5. Strict compliance with mix design slumps must be achieved to reach early strengths. "Drying out" of excessive slump mixes will not be allowed to reduce the slump.
6. All cold weather practices also apply to cementitious backfill material, except that blankets will not be required.

1. Ma Ka closed cell insulated blankets as manufactured by Max Katz Bag Co., Inc., Indianapolis, Indiana

**SPECIAL PROVISIONS**  
**FOR**  
**DECORATIVE AGGREGATE CONCRETE**  
**ROADWAY**

Under this item, the Contractor shall furnish and place a Decorative Aggregate Concrete to replace any roadway or alleyway with exposed aggregate, colored concrete or brick or stone surface treatment. The concrete roadway or alleyway constructed shall match the existing sidewalk or driveway's surface treatment in every way.

The concrete will be placed in accordance with Section 610 of the ODOT Standard Specifications for Highway Construction, 2019 edition, with the following special provisions.

- 1) Payment shall be by cubic yard, not square yard.
- 2) Payment shall be full compensation for furnishing all materials, equipment, labor and incidentals necessary to complete the work.

**SPECIAL PROVISIONS**  
**FOR**  
**DECORATIVE AGGREGATE CONCRETE**  
**SIDEWALK AND DRIVEWAY**

Under this item, the Contractor shall furnish and place a Decorative Aggregate Concrete to replace any concrete sidewalk or driveway with exposed aggregate, colored concrete or brick or stone surface treatment. The concrete sidewalk or driveway constructed shall match the existing sidewalk or driveway's surface treatment in every way.

The concrete will be placed in accordance with Section 610 of the ODOT Standard Specifications for Highway Construction, 2019 edition, with the following special provisions.

- 1) Payment shall be by cubic yard, not square yard.
- 2) Payment shall be full compensation for furnishing all materials, equipment, labor and incidentals necessary to complete the work.

**SPECIAL PROVISIONS**  
**FOR**  
**GRABBER TUBES**

Grabber tubes shall be 42" Navigator All-In-One Channelizer Cone or approved Equal.

Grabber tubes can only be used by the Contractor in lieu of Drums with the approval of the Engineer.

Grabber Tubes shall be measured as provided in Oklahoma Department of Transportation 2019 Standards Specifications for Highway Construction Section 880.05 and will be paid at the contract unit price as follows:

Grabber Tubes.....SD

**SPECIAL PROVISIONS**  
**FOR**  
**HIGH EARLY STRENGTH CONCRETE**

**DESCRIPTION**

This work shall consist of furnishing and placing, High Early Strength Concrete.

**MATERIALS**

High Early Strength Concrete shall conform to Section 701, Portland Cement Concrete, of the Oklahoma Department of Transportation (ODOT) Standard Specification for Highway Construction, 2019 Edition, with the following modifications:

Air Content	-	5-7 percent
Maximum Water - Cement Ratio	-	0.41
Slump	-	1-3 inches

Batching shall measure the weights of each material required within a tolerance of one percent for cement and two percent for aggregates (account for moisture content). The quantity of water used shall be within plus or minus one percent of that required by the design. Water may be measured either by volume or by weight. All materials shall be used in strict accordance with the manufacturer's recommendations.

Submittals shall be delivered to the City of Tulsa at a date set by the Engineer. Submittals shall include the items outlined in ODOT Specification 701.03.

**CONSTRUCTION METHODS**

The concrete shall be mixed between 70 to 100 revolutions of the ready-mix truck. Mixing shall be in a mechanical mixer capable of combining the aggregates, cement, and water into a thoroughly mixed and uniform mass within the manufacturer's specified mixing period. There shall be no water in the mixing drum prior to adding the aggregates.

## TESTING

Following are the testing requirements for the High Early Strength Concrete mix:

Compressive Strength:<sup>1</sup> 3,000 pounds per square inch (psi) – 24 hours

Slump: 1 inch minimum  
3 inches maximum

Air Content: 5-7 percent

## BASIS OF PAYMENT

HIGH EARLY STRENGTH CONCRETE

CY

Payment shall be full compensation for furnishing all materials, equipment, labor and incidentals necessary to complete the work.

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2 During cool weather (less than 50 degrees Fahrenheit), specimens shall be cured in a fully insulated closed box.

During moderate weather (between 50°F and 80°F), specimens shall be cured in both open and fully insulated closed boxes with compressive strength tests performed on specimens from each curing box.

During warm weather (greater than 80°F), specimens shall be cured in a closed box placed in a shaded area.

**SPECIAL PROVISIONS  
FOR  
INTERLOCKING CONCRETE PAVERS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Interlocking Concrete Paver Units (manually installed).
  - 2. Bedding and Joint Sand.
  - 3. Edge Restraints.
  
- B. Related Sections:
  - Section: 02224 Cement Modified Aggregate Base.
  - Oklahoma Department of Transportation (ODOT) Standard Specification for Highway Construction, 2019 Edition, Section 317

**1.02 REFERENCES**

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM C 33, Standard Specification for Concrete Aggregates.
  - 2. ASTM C 136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
  - 3. ASTM C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
  - 4. ASTM C 144, Standard Specification for Aggregate for Masonry Mortar.
  - 5. ASTM C 936, Standard Specification for Solid Concrete Interlocking Paving Units.
  - 6. ASTM C 979, Pigments for Integrally Colored Concrete.
  - 7. ASTM D 698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,000 ft-lb/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 8. ASTM D 1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  - 9. ASTM D 2940, Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.

**1.03 SUBMITTALS**

- A. In accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
  
- B. Manufacturer's drawings and details: Indicate perimeter conditions, relationship to adjoining materials and assemblies, concrete paver installation and setting details.
  
- C. Sieve analysis per ASTM C 136 for grading of bedding and joint sand.
  
- D. Concrete pavers:
  - 1. Four representative full-size samples of each paver type, thickness, color, finish that indicate the range of color variation and texture expected in the finished installation. Color(s) to match adjacent paver colors.

2. Accepted samples become the standard of acceptance for the work.
3. Test results from an independent testing laboratory for compliance of paving unit requirements to ASTM C 936.
4. Manufacturer's certification of concrete pavers by ICPI as having met applicable ASTM standards.
5. Manufacturer's catalog product data, installation instructions, and material safety data sheets for the safe handling of the specified materials and products.

## 1.04 QUALITY ASSURANCE

- A. Paving Subcontractor Qualifications:
  1. Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project.
  2. Utilize an installer holding a current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program.
- B. Mock-Ups:
  1. Install a 7 ft x 7 ft (2 x 2 m) paver area.
  2. Use this area to determine surcharge of the bedding sand layer, joint sizes, lines, laying pattern(s), color(s) and texture of the job.
  3. Evaluate the need for protective pads when compacting paving units with architectural finishes.
  4. This area will be used as the standard by which the work will be judged.
  5. Subject to acceptance by owner, mock-up may be retained as part of finished work.
  6. If mock-up is not retained, remove and properly dispose of mock-up.

## 1.05 DELIVERY, STORAGE & HANDLING

- A. Refer to manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers packaging with identification labels intact.
  1. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.
  2. Deliver concrete pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by fork lift or clamp lift.
  3. Unload pavers at job site in such a manner that no damage occurs to the product.
- C. Storage and Protection: Store materials protected such that they are kept free from mud, dirt, and other foreign materials.

## 1.06 PROJECT/SITE CONDITIONS

- A. Environmental Requirements:
  1. Do not install sand or pavers during heavy rain or snowfall.
  2. Do not install sand and pavers over frozen base materials.

3. Do not install frozen sand or saturated sand.
4. Do not install concrete pavers on frozen or saturated sand.

## 1.07 MAINTENANCE

- A. Extra Materials: None required.

# PART 2 PRODUCTS

## 2.01 INTERLOCKING CONCRETE PAVERS

- A. Manufacturer:
  1. Concrete pavers shall be equal to those supplied by Pavestone Company
    - a. D/FW, TX: 817/481-5802
    - b. Houston, TX: 281/391-7283
    - c. Kansas City, MO: 816/524-7283
    - d. San Antonio/Austin, TX: 512/558-7283
    - e. Dallas Service Center: 972/404-0400
    - f. Cape Girardeau, MO: 573/264-1500
  2. Hanover Prest-Paving Company, 240 Bender Road, Hanover, PA 17331 800/426-4212.
  3. Belgard Pavers from Bonner Springs, Kansas.
- B. Interlocking Concrete Paver Units, including the following:
  1. Paver Type: As indicated on plan.
    - a. Material Standard: Comply with material standards set forth in ASTM C 936.
    - b. Color: As indicated on plan.
    - c. Color Pigment Material Standard: Comply with ASTM C 979.
    - d. Average Compressive Strength: 8,000 psi (55 MPa) with no individual unit under 7,200 psi (50 MPa).
    - e. Average Water Absorption (ASTM C 140): 5% with no unit greater than 7%.
    - f. Freeze/Thaw Resistance (ASTM C 67): Resistant to 50 freeze-thaw cycles with no greater than 1% loss of material. Freeze-thaw testing requirements shall be waived for applications not exposed to freezing conditions.

## 2.02 EXTRA STOCK

- A. None required.

## 2.03 PRODUCT SUBSTITUTIONS

- A. Interlocking concrete pavers: as specified or approved equal.

## 2.04 BEDDING AND JOINT SAND

- A. Provide bedding and joint sand as follows:
  1. Clean, non-plastic, free from deleterious or foreign matter, symmetrically shaped, natural or manufactured from crushed rock.

2. Do not use stone dust.
3. Do not use limestone screenings or sand for the bedding that does not conform to the grading requirements of ASTM C 33.
4. Do not use mason sand, or sand conforming to ASTM C 144 for the bedding sand.
5. Where concrete pavers are subject to vehicular traffic, utilize sands that are as hard as practically available.
6. Sieve according to ASTM C 136.

**Table 1**  
**Grading Requirements for Bedding Sand**

<b>ASTM C 33</b>	<b>CSA A23.1-FA1</b>		
<b>Sieve Size</b>	<b>Percent Passing</b>	<b>Sieve Size</b>	<b>Percent Passing</b>
3/8 in. (9.5 mm)	100	10 mm	100
No. 4 (4.75 mm)	95 to 100	5 mm	95 to 100
No. 8 (2.36 mm)	80 to 100	2.5 mm	80 to 100
No. 16 (1.18 mm)	50 to 85	1.24 mm	50 to 90
No. 30 (0.600 mm)	25 to 60	0.630 mm	25 to 65
No. 50 (0.300 mm)	10 to 30	0.315 mm	10 to 35
No. 100 (0.150 mm)	2 to 10	0.160 mm	2 to 10
No. 200 (0.075 mm)	1	0.075 mm	1

**Table 2**  
**Grading Requirements for Joint Sand**

<b>ASTM C 144</b>	<b>ASTM C 144</b>		<b>CSA A179</b>	
	<b>Natural Sand</b>	<b>Manufactured Sand</b>	<b>Sieve Size</b>	<b>Percent Passing</b>
	Percent Passing	Percent Passing	Sieve Size	Percent Passing
No. 4 (4.75 mm)	100	100	5 mm	100
No. 8 (2.36 mm)	95 to 100	95 to 100	2.5 mm	90 to 100
No. 16 (1.18 mm)	70 to 100	70 to 100	1.25 mm	85 to 100
No. 30 (0.600 mm)	40 to 75	40 to 100	0.630 mm	65 to 95
No. 50 (0.300 mm)	10 to 35	20 to 40	0.315 mm	15 to 80
No. 100 (0.150 mm)	2 to 15	10 to 25	0.160 mm	0 to 35
No. 200 (0.075 mm)	0 to 1	0 to 10	0.075 mm	0 to 1

7. Bedding Sand Material Requirements: Conform to the grading requirements of ASTM C 33 with modifications as shown in Table 1.
8. Joint Sand Material Requirements: Conform to the grading requirements of ASTM C 144 as shown with modifications in Table 2 or meet the requirements for bedding sand in Table 1.

## 2.05 EDGE RESTRAINTS

- A. Where not otherwise retained, provide edge restraints installed around the perimeter of all interlocking concrete paving unit areas as follows:
  1. Manufacturer: As specified in Tree Well areas. All other areas to be concrete bordered.

## 2.06 ACCESSORIES

- A. Provide accessory materials as follows:
  1. Geotextile Fabric:
    - a. Material Type and Description: Equal to AEF Geotextile no. 680 by American Excelsior Company or Supac (6oz.) by Phillips Petroleum.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Acceptance of Site Verification of Conditions:
  - 1. General Contractor shall inspect, accept and certify in writing to the paver installation subcontractor that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers.
    - a. Compact subgrade surfaces to at least 98% standard Proctor density per ASTM D698 for pedestrian areas and at least 98% modified Proctor density per ASTM D 1557 for areas subject to heavy vehicular traffic. Stabilize the subgrade and/or base material if subgrade or base is weak or saturated.
    - b. Verify that geotextiles, if applicable, have been placed smooth and according to drawings and specifications.
    - c. Verify that Aggregate base materials, thickness, compacted density, surface tolerances (+ 3/8" over a 10-foot straight edge) and elevations conform to specified requirements.
    - d. Provide written density test results for soil subgrade, aggregate, and cement-treated base materials to the Owner, General Contractor and paver installation subcontractor.
    - e. Verify location, type, and elevations of edge restraints, concrete collars around utility structures, and drainage inlets.
  - 2. Do not proceed with installation of bedding sand and interlocking concrete pavers until subgrade soil and base conditions are corrected by the General Contractor or designated subcontractor.

### 3.02 PREPARATION

- A. Verify base is dry, certified by General Contractor as meeting material, installation and grade specifications.
- B. Verify that base and geotextile is ready to support sand, edge restraints, pavers and imposed loads.
- C. Edge Restraint Preparation:
  - 1. Install edge restraints per the drawings at the indicated elevations.

### 3.03 INSTALLATION

- A. Spread bedding sand evenly over the base course and screed to a nominal 1 in. (25 mm) thickness. Spread bedding sand evenly over the base course and screed rails, using the rails and/or edge restraints to produce a nominal 1 in. (25 mm) thickness, allowing for specified variation in the base surface.
  - 1. Do not disturb screeded sand.
  - 2. Screeeded area shall not substantially exceed that which is covered by pavers in one day.
  - 3. Do not use bedding sand to fill depressions in the base surface.

- B. Lay pavers in pattern(s) to match adjacent areas. Make horizontal adjustments to laid pavers as required.
- C. Provide joints between pavers 1 / 16 in. wide. No more than 5% of the joints shall exceed 1 / 8 in. (6 mm) wide to achieve straight bond lines.
- D. Joint (bond) lines shall not deviate more than  $\pm$  1 / 2 in. (15 mm) over 50 ft. (15 m) from string lines.
- E. Fill gaps at the edges of the paved area with cut pavers or edge units.
- F. Cut pavers to be placed along the edge with a masonry saw.
- G. All cut pavers exposed to vehicular tires shall be no smaller than one-third of a whole paver.
- H. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and joint sand.
- I. Use a low-amplitude plate compactor capable of at least minimum of 5,000 lbf (22 kN) at a frequency of 75 to 100 Hz to vibrate the pavers into the sand. Remove any cracked or damaged pavers and replace with new units.
- J. Simultaneously spread, sweep and compact dry joint sand into joints continuously until full. This will require at least 4 to 6 passes with a plate compactor. Do not compact within 6 ft (2 m) of unrestrained edges of paving units.
- K. All work within 6 ft. (2 m) of the laying face shall be left fully compacted with sand-filled joints at the end of each day or compacted upon with plastic sheets overnight if not closed with cut and compacted pavers with joint sand to prevent exposed bedding sand from becoming saturated from rainfall.
- L. Remove excess sand from surface when installation is complete.
- M. Allow excess joint sand to remain on surface to protect pavers from damage from other trades. Remove excess sand when directed by Owner's Representative.
- N. Surface shall be broom clean after removal of excess joint sand.
- O. Re-sanding of the paver joints, as necessary, shall be accomplished by the Contractor for a period of 90 days after completion of the work.

### 3.04 FIELD QUALITY CONTROL

- A. The final surface tolerance from grade elevations shall not deviate more than  $\pm$  3 / 8 in. (10 mm) over 10 ft (3 m). Use a straightedge, flexible straightedge or transit depending on surface slope and contours.

- B. Check final surface elevations for conformance to drawings.
- C. The surface elevation of pavers shall be 1 / 8 in. to 1 / 4 in. (3 to 10 mm) above adjacent drainage inlets, concrete collars or channels.
- D. Lippage: No greater than 1 / 8 in. (3 mm) difference in height between adjacent pavers.

### 3.05 PROTECTION

- A. After work in this section is complete, the General Contractor shall be responsible for protecting work from damage due to subsequent construction activity on the site.

### BASIS OF PAYMENT

60mm Concrete Paving Unit	SY
60mm ADA Compliant Concrete Paving Unit	SY
80mm Concrete Paving Unit	SY
**Cement Modified Aggregate Base	SY

Such payment shall be full compensation for excavation of subgrade material necessary for installation of hardscape, edge restraints equal to "Pave Edge" by Pavetech for securing pavers adjacent to turf or landscape, furnishing all materials including sand setting bed and polymer joint sand, equipment, labor, and incidentals necessary to complete the work.

\*\*The cost of cement modified aggregate base to be paid separately.

**SPECIAL PROVISIONS**  
**FOR JOINT/CRACK SEAL OF PCC STREETS**  
**WITH LOW MODULUS SILICONE JOINT SEALER**

1. **SEALING**

**INSTRUCTIONS:** When material covered by this specification is used for maintenance or resealing of joints that have previously contained either similar or dissimilar sealing material, it is required that the joint be dry and cleaned thoroughly with a plow, wire brush, concrete saw, or other suitable tool or tools that are designed to neatly clean pavement joints. Loose material shall be blown out. The sidewalls of the joint space to be sealed shall be thoroughly sandblasted, blown free of loose sand with high-pressure air and then sealed.

2. **JOINT SHAPE**

**REQUIREMENTS:** Specifications for the dimensions of joints and crack shall be the same as those recommended by the sealant manufacturer.

3. **SEALANT MATERIAL:**

The construction of concrete joint rehabilitation shall meet the requirements of ODOT 701.08(e), "Joint Fillers and Sealers".

4. **METHOD OF**

**MEASUREMENT:** Concrete joint rehabilitation and concrete crack seal will be measured by the linear foot after the joint sealant is in place.

5. **BASIS OF PAYMENT:**

The accepted quantities measured as provided above will be paid for at the contract unit price for (LOW MODULUS SILICONE JOINT SEALER) by the linear foot which shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work specified.

6. Joint Sealing shall include all sawing and sealing of all expansion and contraction joints as well as random cracks greater than or equal to 3/8" in width as directed by the Engineer.

7. Concrete curb and combined curb and gutter to be removed and replaced shall receive joints per ODOT specification 609.04(e) and be sealed with silicone. Cost for joints and sealer to be included in the unit price for either Concrete Curb or Combined Curb and Gutter.

**SPECIAL PROVISIONS**  
**FOR**  
**NON-BERMUDA SLAB SODDING**

Under this item, the Contractor shall furnish and plant viable grass sod including Fescue, Bluegrass, Zoysia, or Tiff Green (#419) in accordance with Section 230 of the ODOT Standard Specifications for Highway Construction, 2019 edition. The locations shall be established by the Engineer.

Watering, fertilizing and mowing referenced in Section 230.04 will be included in the price bid per square yard of Non-Bermuda Slab Sodding. They shall not be paid for separately.

**SPECIAL PROVISIONS**  
**FOR INFRASTRUCTURE REHABILITATION SIGN**

The Infrastructure Rehabilitation Sign shall be required at every permit location where Traffic Control Devices are required. The sign shall be displayed for the entire length of the permit. The Engineer shall determine the need for more than one sign per permit.

**MATERIALS**

The Infrastructure Rehabilitation Sign shall be in accordance with the Oklahoma Department of Transportation Standard Specifications for Highway Construction, 2019 Edition. Section 880. The sign shall be ODOT Standard Sign CW21-1 except the sign shall be Fluorescent Yellow-Green as defined in the 2001 MUTCD.

**BASIS OF PAYMENT**

INFRASTRUCTURE REHABILITATION SIGN..... SIGN DAY

**SPECIAL PROVISIONS**  
**FOR REMOVING AND RELAYING BRICK, STONE AND CONCRETE PAVERS**

## **DESCRIPTION**

This work shall consist of removing and resetting brick, stone and concrete pavers.

## **MATERIALS**

## Separator fabric

## Bedding Sand

## Polymeric Joint Sand

## Masonry Adhesive

## CONSTRUCTION METHODS

This work consists of removing and resetting brick and/or concrete pavers. Pavers shall be reset to ensure the proper grade, pattern and configuration. The contractor shall be liable for proper handling and storage of brick paver until repair is complete.

**BASIS OF PAYMENT**

## REMOVE AND RELAY BRICK, STONE AND CONCRETE PAVERS

Payment shall be full compensation for furnishing all equipment, labor and materials necessary to complete work.

## **SPECIAL PROVISIONS FOR SIDEWALKS**

1. This work shall consist of furnishing a 4-inch thick concrete sidewalk located on relatively level terrain in accordance with Section 610.04 of ODOT's Standard Specifications for Highway Construction, 2019 addition.
2. The contract unit price shall be full compensation for performing the work specified and the furnishing of all materials, labor, tools, equipment and incidentals. This shall include concrete, forming, excavation, backfill, saw cuts, and expansion joints to complete the work as specified.
3. Removal of existing sidewalk will be paid separately and shall be paid for as sidewalk removal.
4. Sodding will be paid separately and shall be paid for as solid slab sodding.

### **BASIS OF PAYMENT.**

SIDEWALK	SY
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SIDEWALK REMOVAL	SY
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**SPECIAL PROVISIONS**  
**FOR**  
**EMERGENCY MOBILIZATION**

This work shall consist of the performance of construction preparatory operations by the contractor, including the movement of personnel and equipment to the project site and for the establishment of facilities necessary to begin work on a street cut repair, within three (3) hours of notification by the Engineer. The Contractor shall make the work top priority until completion.

Emergency Mobilization measured by each incident shall be paid for at the contract price for:

## EMERGENCY MOBILIZATION EACH

Which shall be full compensation for performing the work specified and furnishing of all materials, labor, tools, equipment and incidentals necessary to mobilize and subsequently demobilize the construction preparatory operations. If all the work and cleanup is not completed with a maximum of three (3) working days, the emergency mobilization cost will not be paid.

Emergency Mobilization shall include liquidated damages in the amount of \$200.00 per hour for every hour beginning at three (3) hours and (5) minutes after the call to begin.

