
1/9/26

Invitation for Bid 26-908 Tulsa Gateway Signage

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Bid. **This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

This Addendum No. 1 consisting of 50 items, is hereby made a part of the contract Documents to the same extent as though it were originally included therein and shall supersede anything contained in the Plans and Specifications with which it might conflict. **This Addendum shall be attached to the Index Sheet of the Contract Documents and submitted with bid. Failure to do so shall result in the bid being deemed non-responsive.**

This Addendum No.1 consists of the following

ITEMS

Specification Section 04 72 00 "Cast Stone Masonry"

1. Added reference to ASTM C1364 – Architectural Cast Stone in the Precast Panel specifications.
2. Removed "subsection A. Delegated Design." From Section 2.2 of the Precast Panel specifications.

Sheet G-101

3. Gateway Triangle designations (i.e., "GT1" and "GT2") have changed to reflect designations called out in geotech report.

Sheet G-102

4. Sign Operation Verbiage added to Note # 1
5. Access panel and precast panel shop drawing verbiage moved from note #2 to note #7.
6. Operations & instructions manual verbiage added to note #4.
7. Clarification added for storage costs on note #6.
8. Notes #3 and #7 have been added to the pay item list.
9. Access panel (lockable) note moved from note #9 to note #7.

Sheet AP-500

10. Added "LOCKABLE" verbiage and inch tick marks to access panel callout.
- 11."BLOCK-OUT FOR ACCESS PANEL OPENING" callout added.
- 12.Callout added for stainless steel corner pins.
- 13."PRECAST PANELS TO BE INSTALLED BY SITE CONTRACTOR" verbiage removed from note #1.
- 14.Note #3 added.

Sheet E-501

- 15.Coordination note added to disconnect to be mounted behind access panel (note #7 "FABRICATION & INSTALLATION PACKAGE NOTES")
16. General note added for electrical contractor working on subsequent package to remain on-site to test and ensure successful operation of lighting components.
- 17."BY OTHERS" verbiage added to concrete pad callout (GATEWAY SIGN FLOODLIGHT DIAGRAM)

18. "OR APPROVED EQUAL" verbiage added to linear floodlight callout (GATEWAY SIGN FLOODLIGHT DAIGRAM).
19. Coordination note added for disconnect to be mounted behind access panel (GATEWAY SIGN ELECTRICAL POWER DIAGRAM)

Sheet PG-500

20. Preferred acrylic brand designated in callouts (or approved equal)
21. Revised note # 1 regarding notice to fire department.
22. Revised note #2 as it relates to additional payment not being made for site restoration work.
23. Added notes #3 and #4.

Sheet PG-501

24. Saddle locations and dimensions added to section views.
25. "Mitered" verbiage removed from "welded Corners" callout (section B) "Ref STRUCTURAL DWGS" text added.
26. "See Sheet PG-504" callout updated to "See sheet PG-503" (section B).

Sheet PG-502

27. "B" section cut added to Elevation 'A'.
28. Revised note #1 regarding notice to fire department.
29. Revised note #2 as it relates to additional payment not being made for site work.
30. Added notes #3 and #4.

Sheet PG-503

31. Dimension string added between lettering on Elevation 'B'.
32. Removed note #1 regarding notice to fire department.
33. Revises note #2 as it relates to additional payment not being made for site work.
34. Added notes #3 and #4.

Sheet PG-504

35. Clarified callout referencing fastening access for rain cap. Removed overhang tolerance (Section 'A').
36. Revised dimension string and added 24" dia. Base pipe to Plain View 'B'.
37. Revised note #1 regarding notice to fire department.
38. Revised note #2 as it relates to payment not being made for site work.
39. Added notes #3 and #4.

Sheet PG-505

40. Revised note #1 regarding notice to fire department.
41. Revised note #2 as it relates to payment not being made for site work.
42. Added notes #3 and #4.

Sheet S-500A

43. "A" designation given to sheet numbers for Fabrication and Install Package.
44. Steel fabrication general notes separated from Foundation general notes (separate design package)

Sheet S-501A

45. Steel construction special inspections tables split from Concrete and Soils special inspection tables.
46. 'A' designation given to sheet numbers for fabrication and Install package.

Sheet S-502

47. Structural steel and yield strength notes moved from note # 4 to General Notes sheet.
48. "BY OTHERS" verbiage removed from "SIGN CABINET" label (Sign Detail 1)
49. Leader removed from 24" stub pipe ("RE: SITEWORK PACKAGE" label, Sign Detail 1)
50. Weld Callouts Updated (Detail 4)

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

Additional Change

In addition to the changes listed above, the Submission Due Date has been extended from January 14, 2026 to Wednesday, January 21, 2026 at 5:00pm.

Invitation for Bid (IFB)

26-908

Supplies or Services Requested: Tulsa Gateway Signage

Department: Public Works

NIGP Commodity Code(s): 305-71, 306-71, 557-62, 557-63, 559-70, 801-60, 801-66, 801-85, 906-57, 936-74, 962-79

Solicitation Schedule

EVENT	DATE
IFB Issue Date	12/08/2025
Pre-Bid Conference <i>Virtual – email buyer for invitation</i>	Thursday, Dec. 18, 2025 9:30AM – 10:30AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	1/05/2026 10 Days prior to IFB due date
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	01/21/2026

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann | dtiemann@cityoftulsa.org
All questions should be emailed with IFB 26-908 on the subject line.

Submit Bids (sealed) to:

City of Tulsa – City Clerk's Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

Bids (2 total:1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above) and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time will not be accepted and will be returned to the Bidder unopened.



I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source to purchase and install Tulsa Gateway Signage.

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your **Authorized Agent's** signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#).

The entire Invitation for Bid (IFB), including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-VI) must be submitted.**

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an **"Authorized Agent."** An **Authorized Agent** means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. For instance, under Oklahoma law, the **Authorized Agent** for each of the following types of entities is as stated below:

- **Corporations** – the president, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent certificate of secretary indicating the authority is still valid and was in full force and effect on the date of the signature. (See IFB Section VI for sample of a Certificate of Secretary)
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a Consent of Members signed by all the **Members** of the LLC authorizing their signature on or up to 30 days before the date of their signature. (See Section VI for sample of a Consent of Members)

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City is requesting Bids for Tulsa Gateway Signage, comprised of two installations within the corporate limits of the City of Tulsa, to include fabrication of signs and sign receiving sleeves, storage, delivery, installation, power connection, and coordination with footing installer.

Seller Qualifications

Experience in large-scale commercial sign fabrication and installation, including electrical and lighting. Must be able to secure the services of a professional engineer, licensed in the State of Oklahoma, to perform structural engineering services and to sign and seal associated documents.

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

Additional Supply-Specific Delivery Requirements

West Sign Location: This sign will be placed at 3770 S. Southwest Boulevard, Tulsa.

East Sign Location: The sign will be placed near the highway on the eastern side of City owned property south of 1003 N. 129 E Ave and north of I-244. Tulsa County Assessor Parcel ID 90433-04-33-65915.

Site Restoration to pre-project or better conditions following delivery and installation is required.

SPECIAL PROVISION: INTERNAL MILESTONE

- A. Seller shall complete fabrication and delivery to footing contractor of 24" stub-out pipe within **fourteen (14)** calendar days of the notice-to-proceed date. If the Seller fails to meet this internal milestone, then the Seller agrees to pay the City, not as a penalty, but as liquidated damages for such breach of Contract, the sum of **two thousand five hundred dollars (\$2,500.00)** for each and every calendar day of failure to complete this work after the specified time. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage the City would in such event sustain. It is expressly understood and agreed that the said time for completion of the work described herein is a reasonable time for the completion of same.

2. Specifications

The Bid **must** meet or exceed the following Specifications.

***See attached **EXHIBIT 'B'** for project locations and specifications.

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration:** To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's vendor registration form by contacting Andrea Evans at purchasing@cityoftulsa.org or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference:** If a pre-Bid conference is required, see the first page for time and location.
Attendance Requirement
 Attendance at the Pre-Bid Conference is required to submit a Bid.
 Attendance is not required to submit a Bid.
3. **Questions and Concerns:** As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda:** The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids:** The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **Bid Opening**: All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

IV. BID EVALUATION AND AWARD

- Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost**. In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
- Bid Rejection or Withdrawal:** The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
 - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- Bid Award Recommendation and Appeal:** Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING

1. Forms, Notice to Proceed, and Irrevocability of Offer: If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

2. Purchase Order Without Contract: If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

3. Insurance:

Yes: No:

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. Bonding:

Yes: No: A Performance Bond in the amount of 100% of the bid is required.

5. **Federal Funding:** If the box is checked “Yes,” federal funding is involved with this purchase:

Yes: No:

6. **References:** If the box is checked “Yes,” References are **required**:

Yes: No:

If yes, number of references required: 3

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies or services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	()
Email Address:	_____
Description of Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	()
Email Address:	_____
Description of Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	()
Email Address:	_____
Description of Supplies/Services Provided:	_____

7. **Data Rider:** If the box is checked “Yes,” the Data Rider is **required**:

Yes: No:

8. Any documents provided in response to subsections 4 through 7 above are by this reference fully incorporated into the Agreement as if set-forth entirely in this Section V.

VI. SAMPLE FORMS

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 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

[NAME OF COMPANY], LLC

Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by _____ [name of Authorized Representative] 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 _____. [Date must be dated date authorized representative signed or up to 30 days before the authorized representative signed]

[Signature]

Name Printed: _____

Title

Name Printed: _____

[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

Disclaimer Statement: This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney."

EXHIBIT A – DELIVERY AND PRICING

Bidder's Legal Name: _____
 (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: _____

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

Pricing:

Item	Description	Quantity	Unit Cost	Extended Cost
1.	Fabrication of Tulsa Gateway Sign	2	\$	\$
2.	Fabrication of Sign Receiving Sleeve	2	\$	\$
3.	Delivery of Sign Receiving Sleeve to Footing Installer & Coordination of Install within Footing	2	\$	\$
4.	Delivery and Installation of Tulsa Gateway Sign	2	\$	\$
5.	Lighting Installation (Electrical Fixtures and Connections)	2	\$	\$
6.	Precast Panels (Fabrication & Installation)	2	\$	\$
7.	Owner (City) Allowance (Set Amount–Unbiddable) *See Pay Item Notes # 8 on Page 20	1	\$ 15,000.00	\$ 15,000.00
TOTAL EXTENDED COST NOT TO EXCEED: (All costs must be included, or Your Bid will be disqualified)		\$ _____		

**THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES,
IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.**

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods. The Increase shall be limited to the lesser of:

- a. The change in the Consumer Price Index from BLS Table 1* (web link below) from the prior year
- b. Or the following fixed percentage: _____ %.

*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>

Addenda

The Bidder acknowledges receipt of Addenda to the IFB as follows. (Please write in each Addenda number issued, if applicable):

_____ Addenda # _____ Addenda # _____ Addenda # _____ Addenda # _____ Addenda #

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Limited Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other: _____

Bidder's Address: _____
Street _____ City _____ State _____ Zip Code _____

Bidder's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: _____

AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
COUNTY OF _____)ss.

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the **Authorized Agent** of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - 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 thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders business which is less than a controlling interest, either direct or indirect.

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature
Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an Authorized Agent and notarized.

PURCHASE AGREEMENT

(Page 1 of 5)

INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA and address) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following supplies or services:

IFB 26-908 Tulsa Gateway Signage

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or "Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-VI, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
- 1.13. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulsa.org/purchasing

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

PURCHASE AGREEMENT

(Page 2 of 5)

4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.

6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.

7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.

8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.

9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.

10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.

11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.

12. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.

13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

PURCHASE AGREEMENT

(Page 3 of 5)

14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement 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.
18. **Acknowledgment.** If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (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 Agreement.
19. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
20. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

21. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
22. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
23. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller:

Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.

To CITY:

City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103

PURCHASE AGREEMENT

(Page 4 of 5)

24. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
25. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
26. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
27. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
28. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.
29. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
30. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
31. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
32. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
33. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
34. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
35. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 35.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 35.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 35.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

PURCHASE AGREEMENT

(Page 5 of 5)

35.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms;
and
35.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

36. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

37. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

IMPORTANT NOTE: This document must be signed by Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____
Mayor

City Clerk

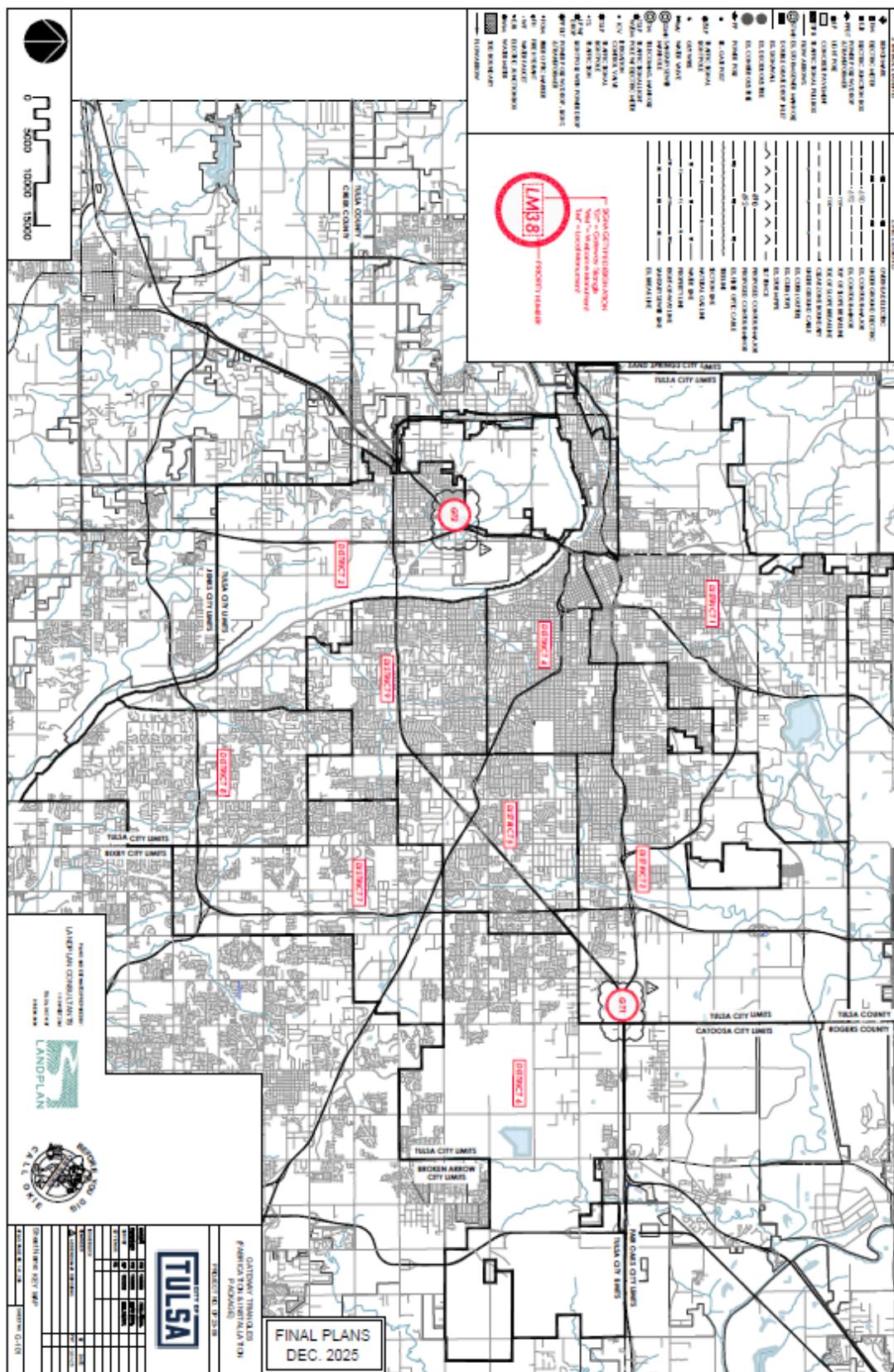
Date: _____

APPROVED:

Assistant City Attorney

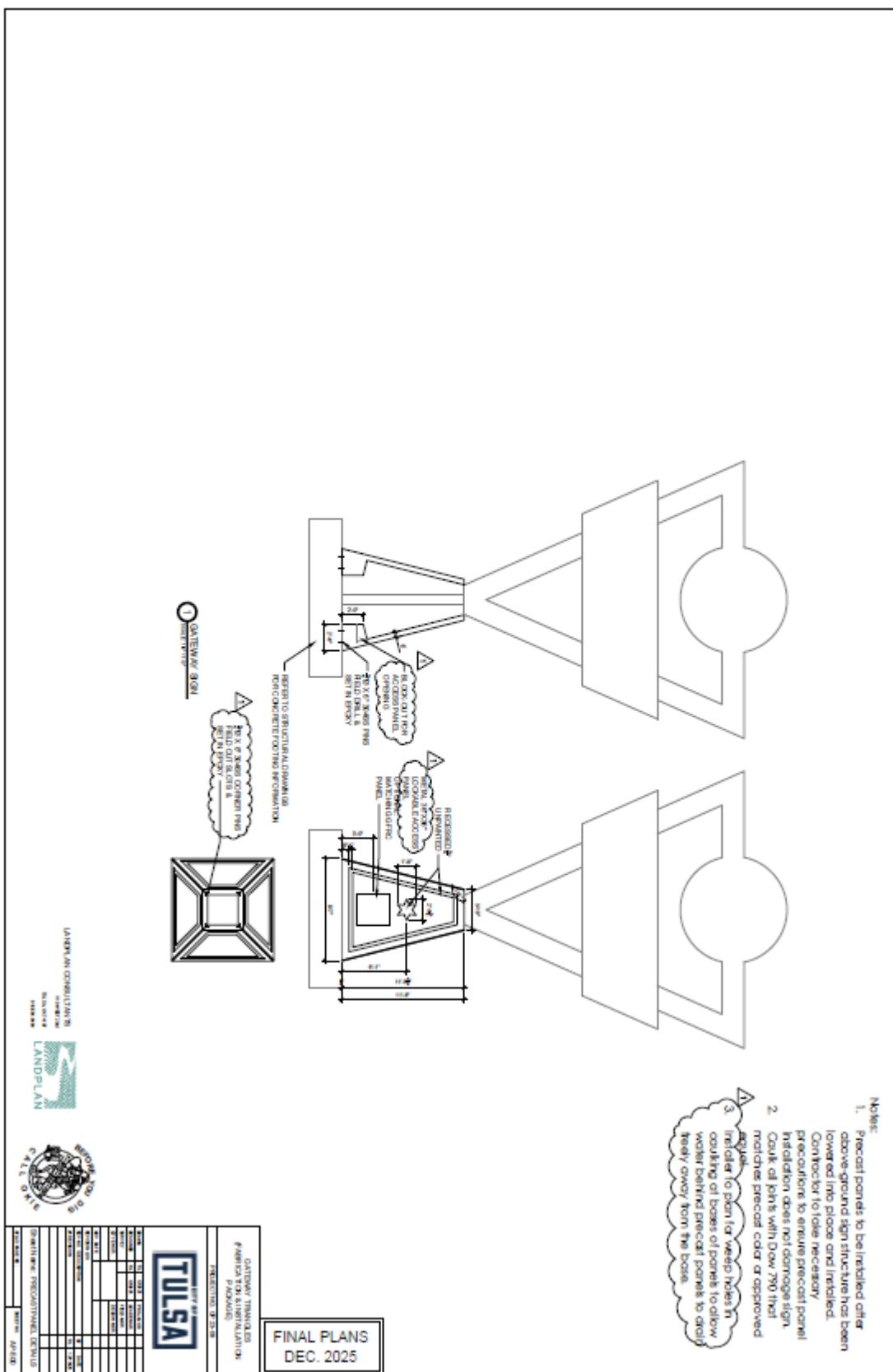
Exhibit B

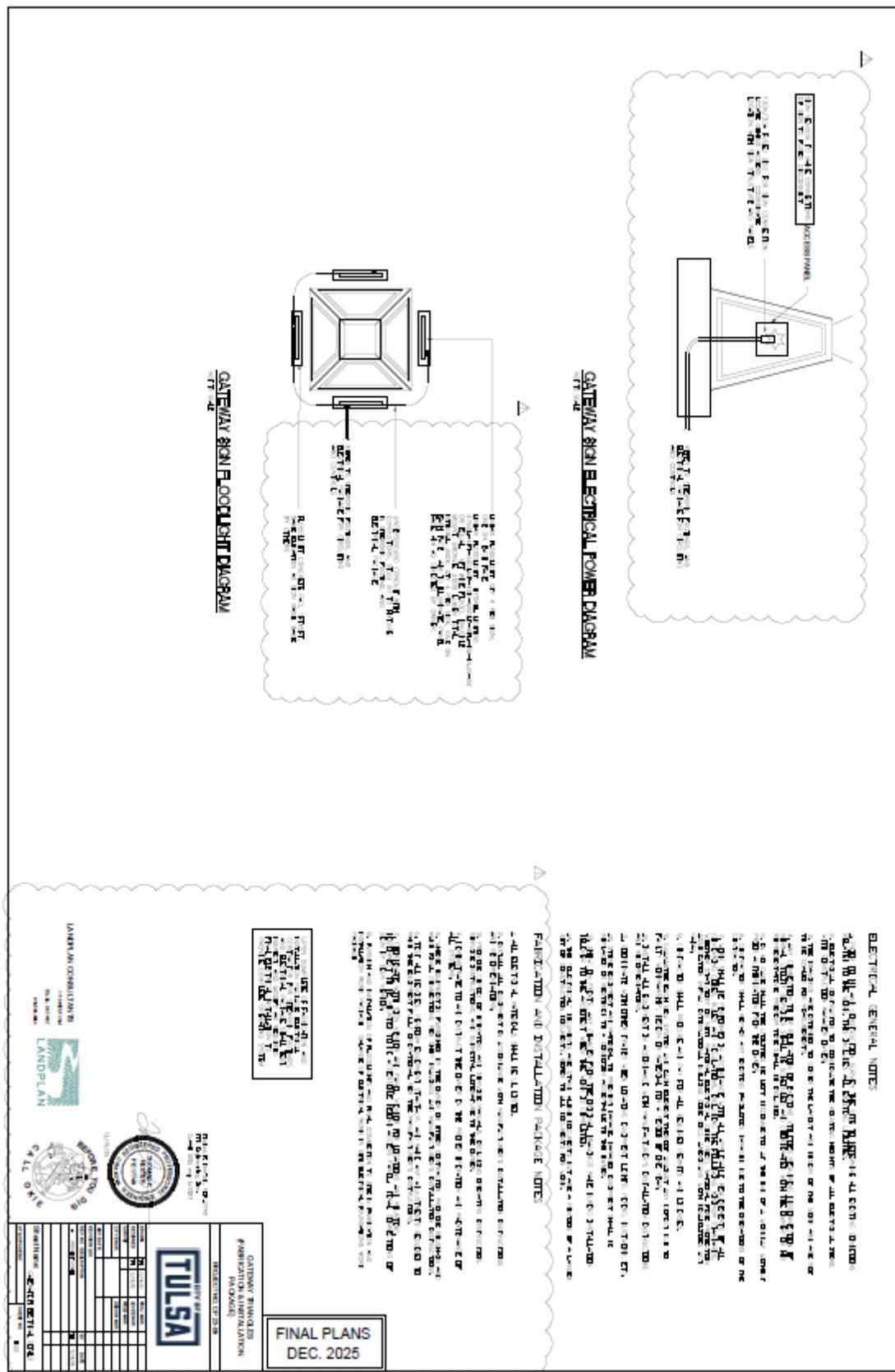
Plans and Specifications

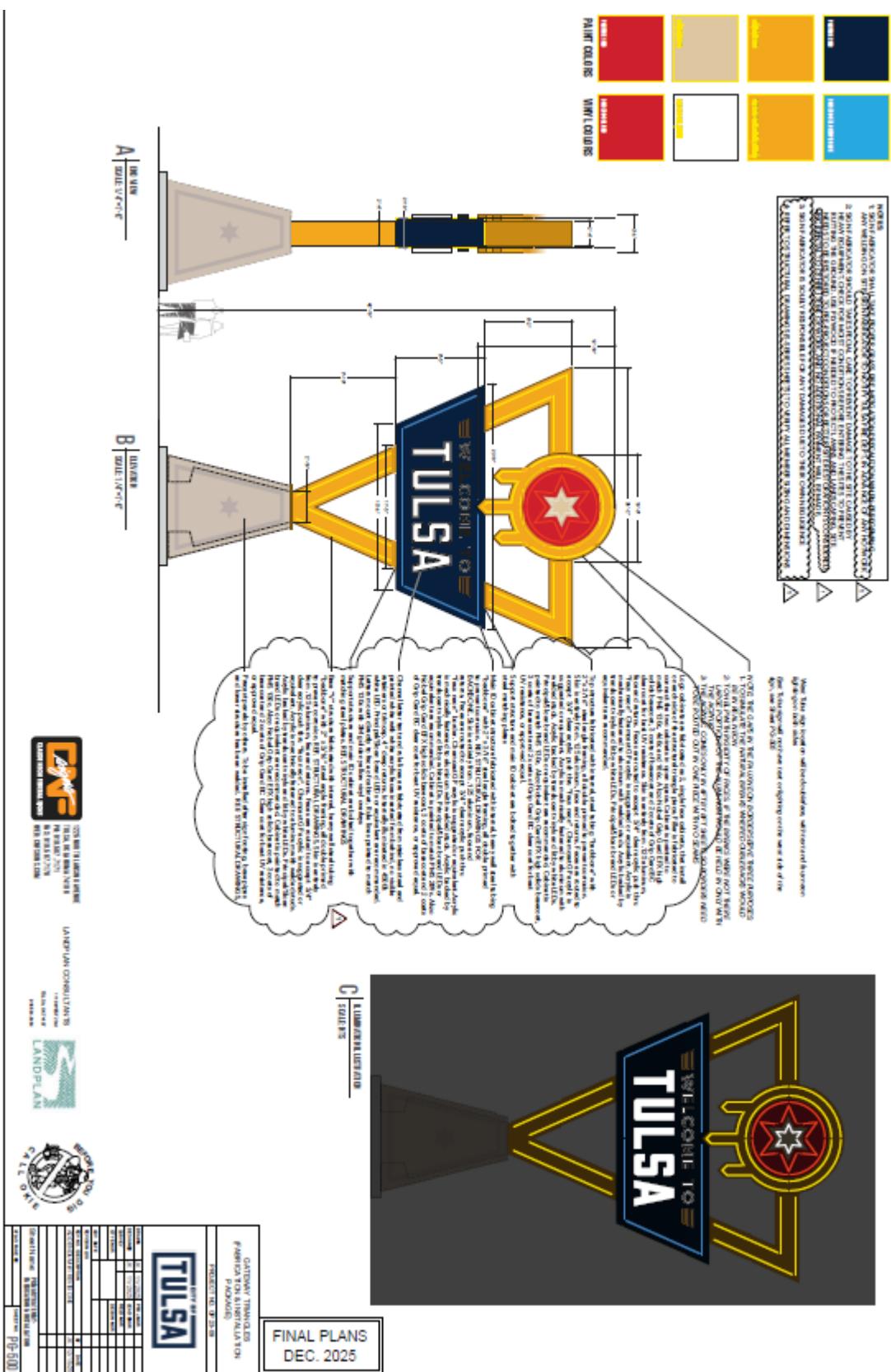


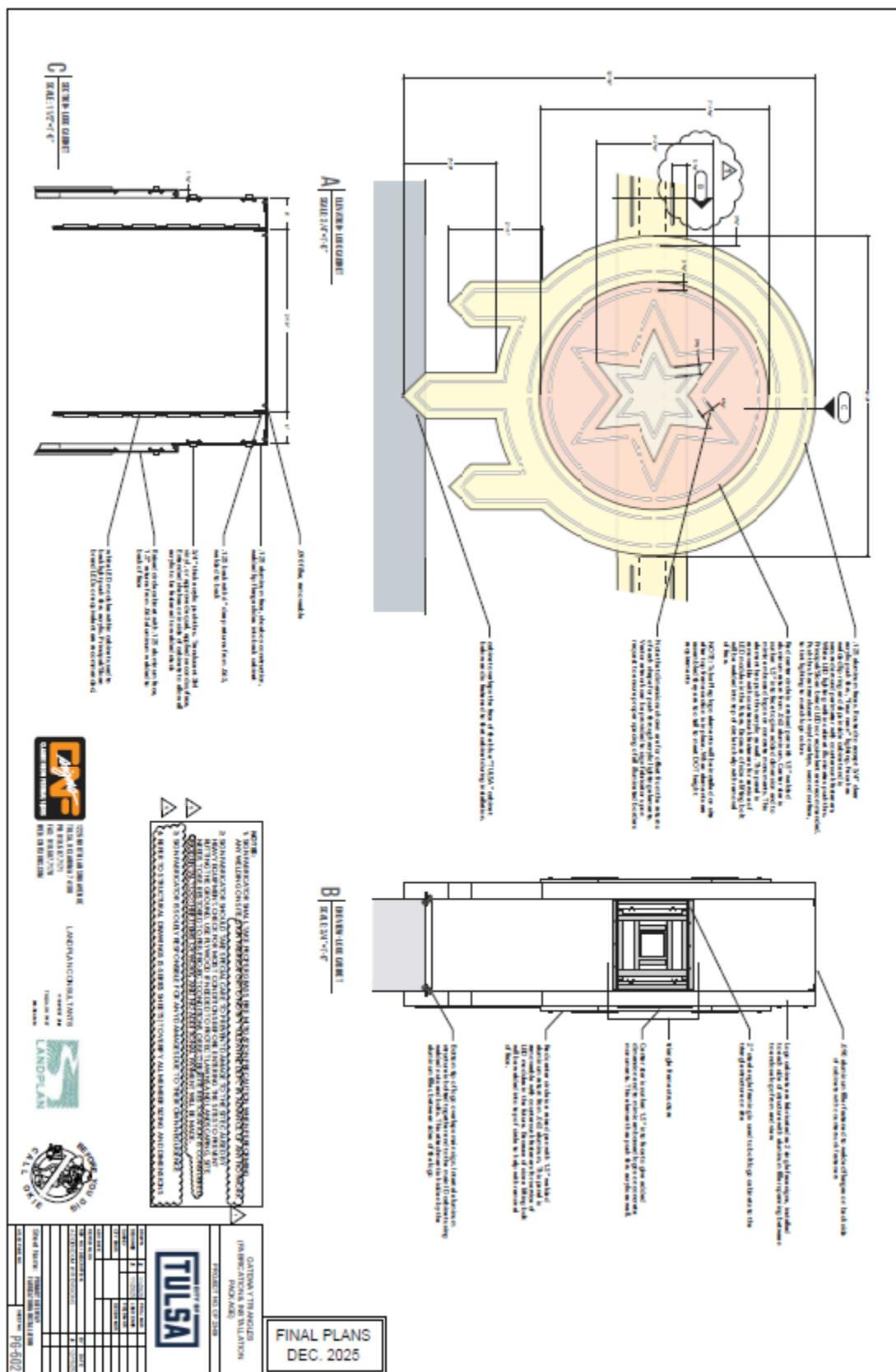
GENERAL CONSTRUCTION RULES (9-12-2018)

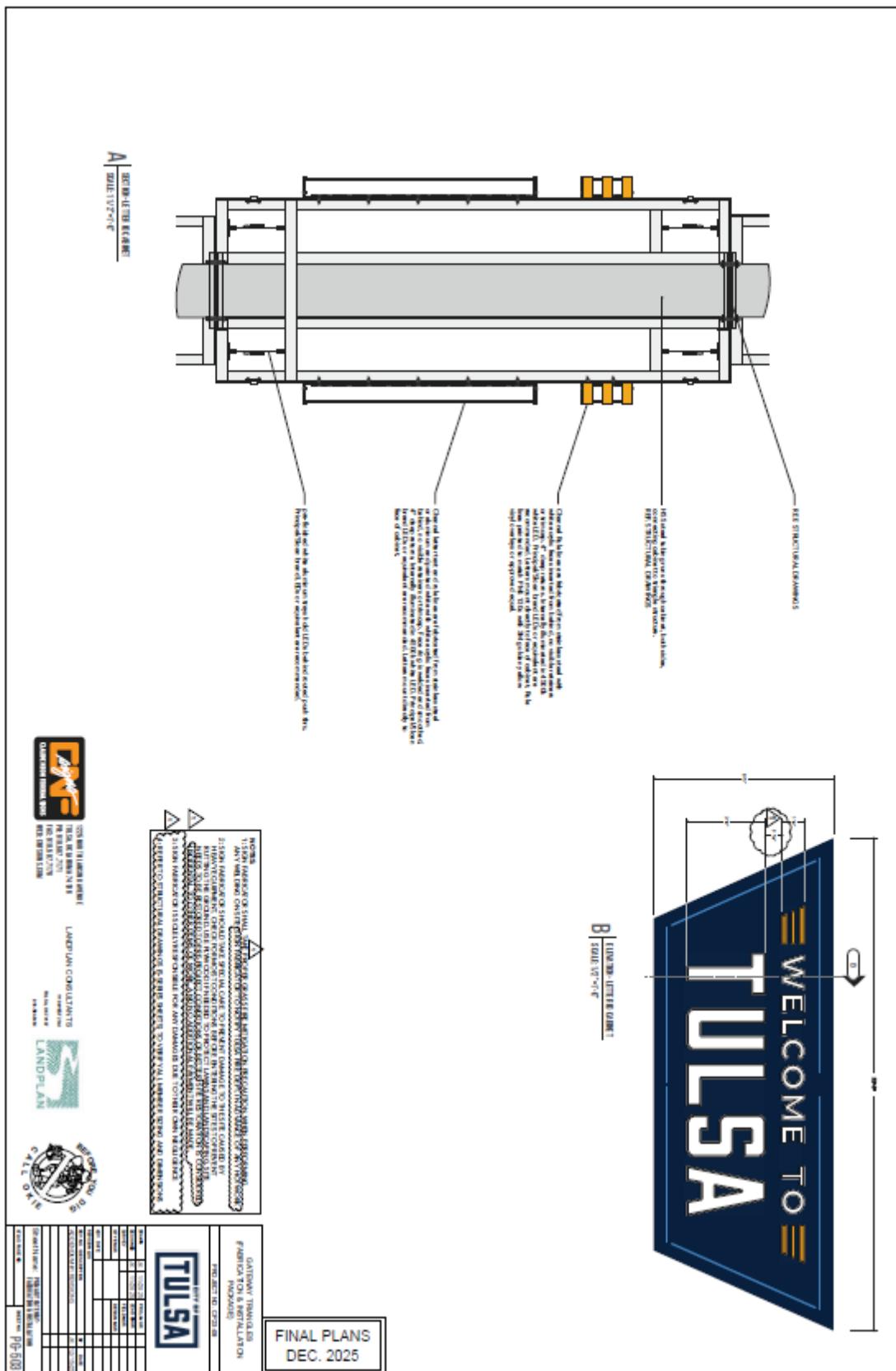


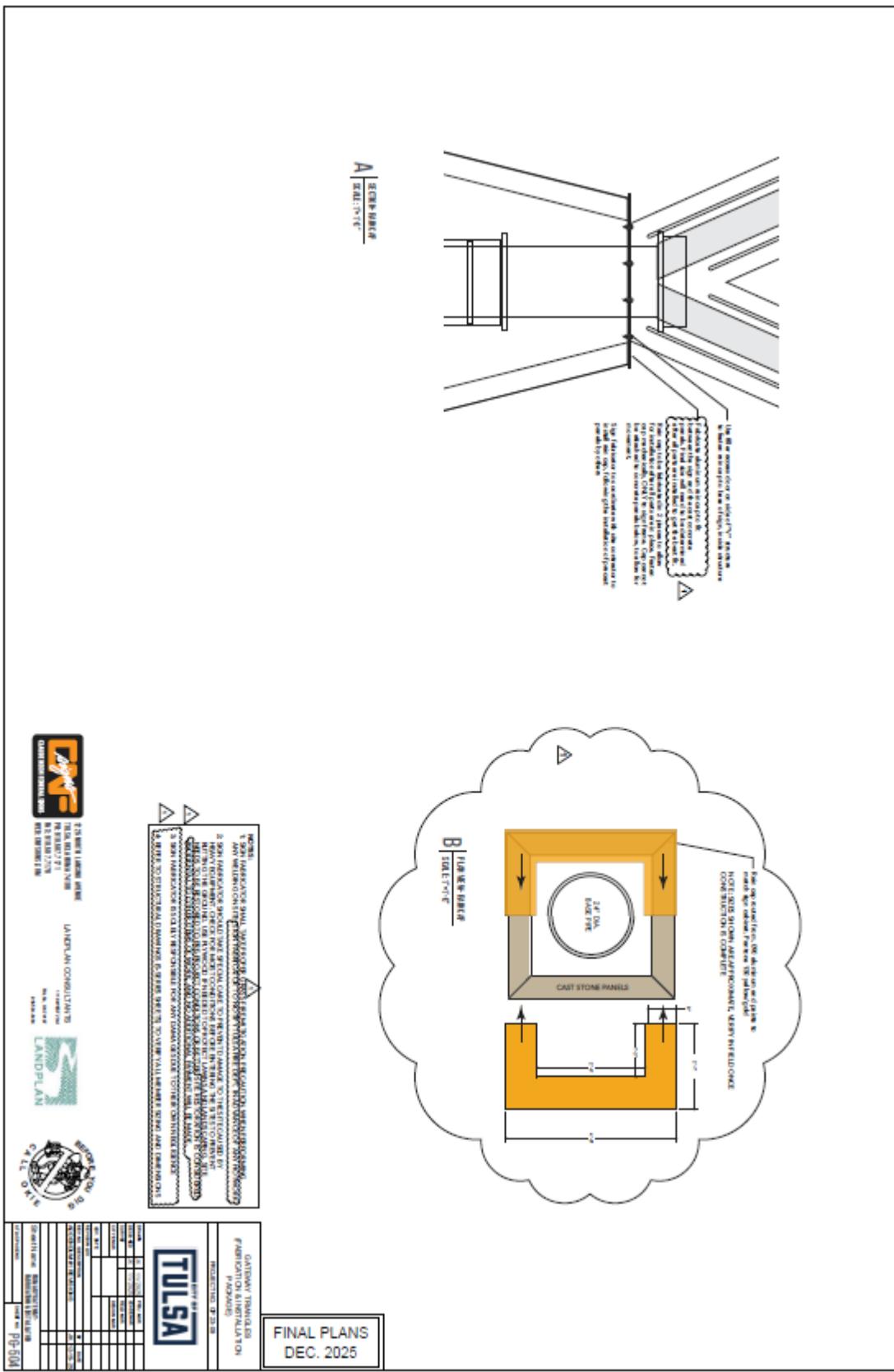


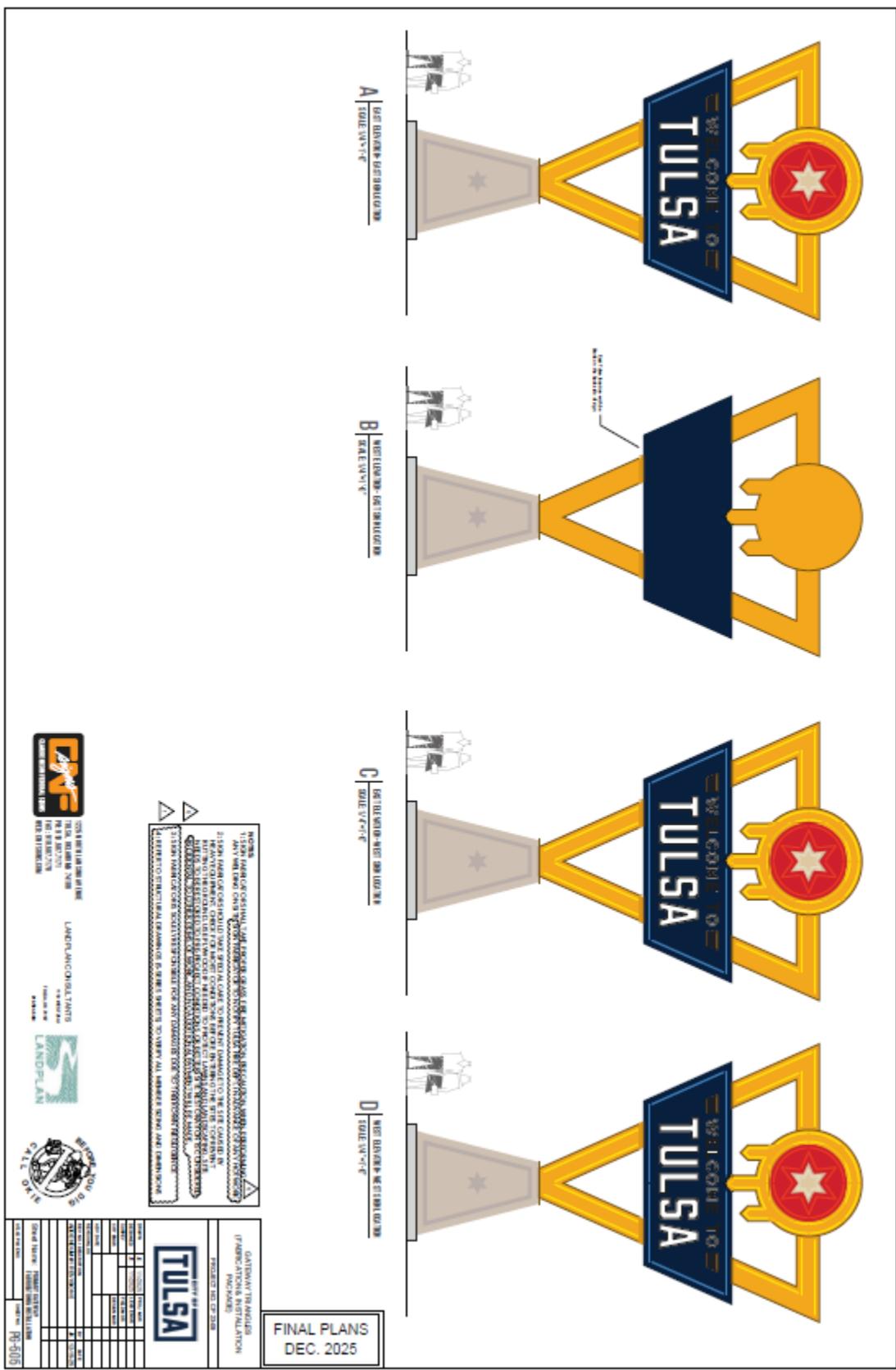


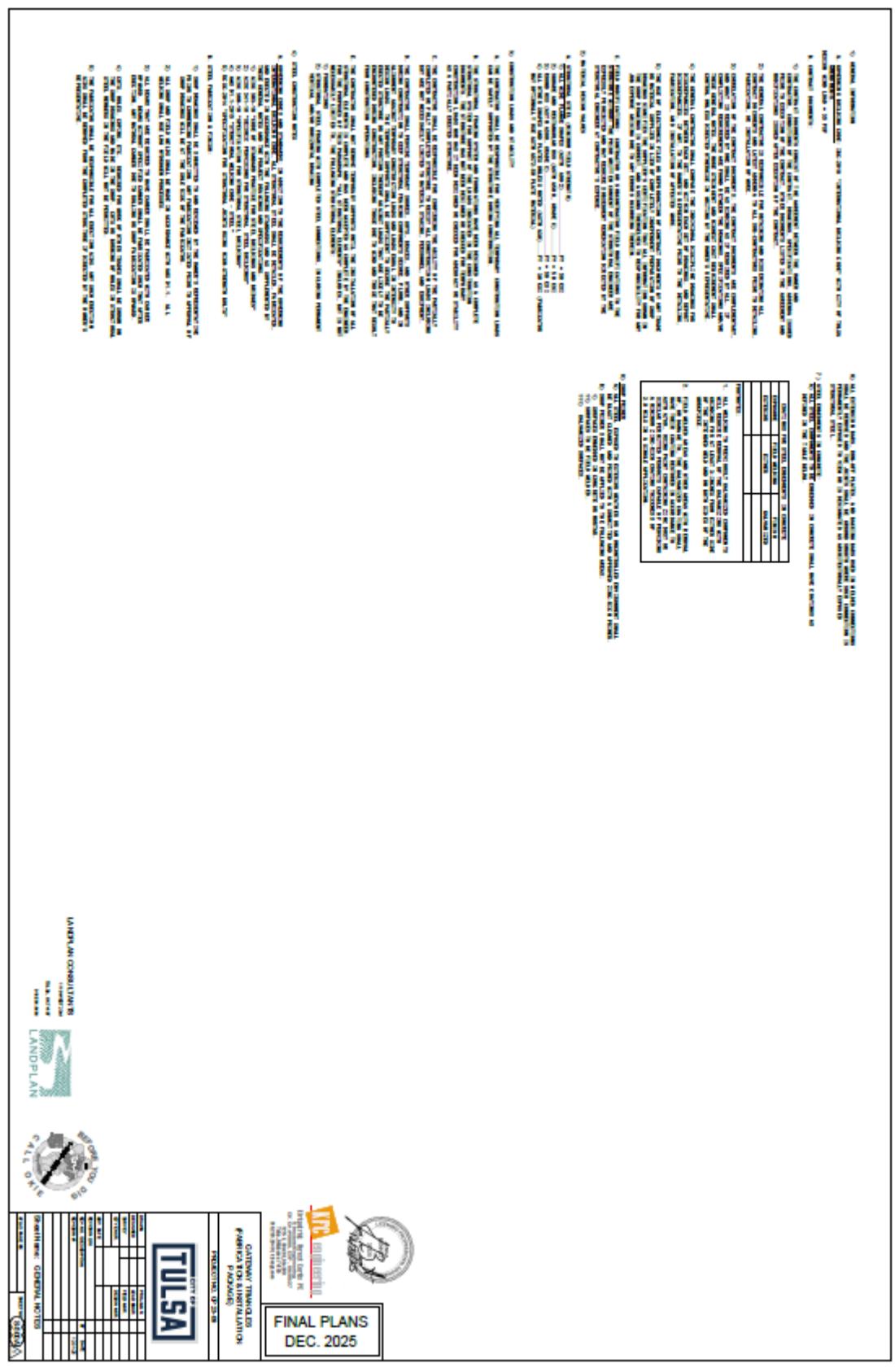






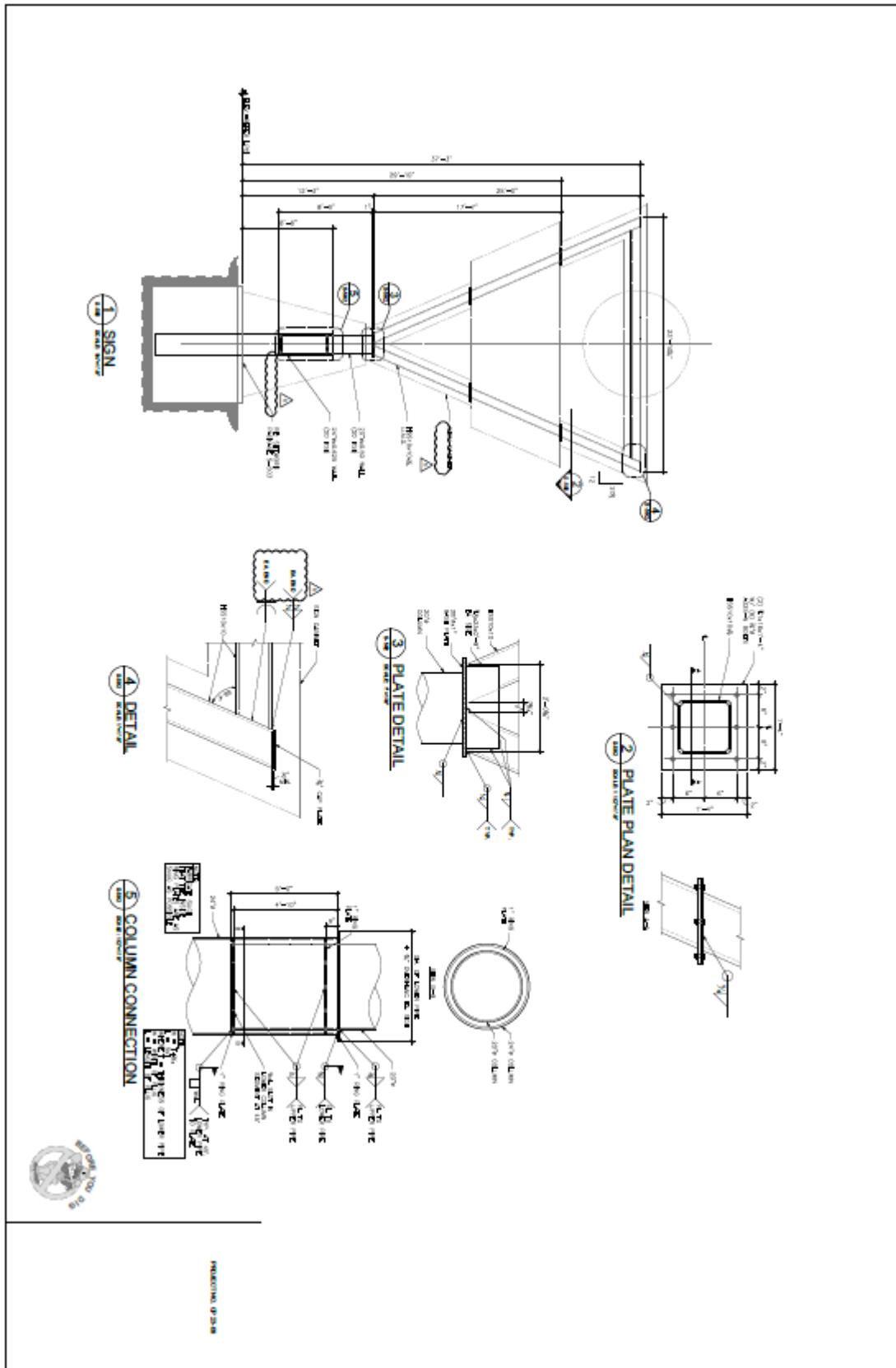








INTRODUCTION



02/08/16

SPECIAL PROVISIONS
OWNER ALLOWANCE

The "Owner Allowance" may be used for various work and miscellaneous items not specifically identified in the Contract Documents with the following provisions:

- A. The allowance shall be used for cost of design and construction, including all materials, labor, equipment, profit and overhead, of work items not specifically identified in the Construction Documents, or included in original pay items bid for the contract.
- B. The allowance shall be utilized only at the discretion of the City of Tulsa. Any balance remaining at the completion of the Project will be retained by the City of Tulsa.
- C. The Contractor shall provide, to the City of Tulsa, a written request for the use of any allowance, including a schedule of values and associated backup information, including validity of need, materials, labor, equipment, and time required to perform the associated work.

Contractor shall proceed with the allowance work only after receiving written permission from the City of Tulsa. Proceeding with associated allowance work without written permission from the City of Tulsa will be at the Contractor's sole expense.

OA-1

SECTION 04 72 00

CAST STONE MASONRY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cast Stone Masonry - Wet Cast Method: Performance criteria, materials, design, production, and installation.
 - 1. Cast Stone Items:
 - a. Sills.
 - b. Decorative accents.
 - c. Mullions.
 - d. Column covers.
 - e. Window heads.
 - f. Trim bands.
 - g. Steps.
 - h. Coping.
 - i. Caps.
 - j. Trim.
 - k. Curbing.
 - l. Other shapes and applications.
 - 2. Mold materials.
 - 3. Cast stone masonry materials.
 - 4. Concrete mixtures.
 - 5. Mold fabrication.
 - 6. Cast stone fabrication.
 - 7. Fabrication tolerances.
 - 8. Finishes.
 - 9. Anchors, connectors, and miscellaneous materials.

04 72 00-1

1.2 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
 - 2. ASTM C33/C33M - Standard Specification for Concrete Aggregates.
 - 3. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
 - 4. ASTM C150/C150M - Standard Specification for Portland Cement.
 - 5. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
 - 6. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete.
 - 7. ASTM A185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
 - 8. ASTM A615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Reinforced Concrete.
 - 9. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - 10. ASTM C260 - Standard Specification for Air-Entrained Admixtures for Concrete.
 - 11. ASTM C666 - Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
 - 12. ASTM C1116 - Standard Specification for Fiber Reinforced Concrete and Shotcrete.
 - 13. ASTM C1194 - Standard Test Method for Compressive Strength of Architectural Cast Stone.
 - 14. ASTM C1364 – Architectural Cast Stone
- B. Precast/Prestressed Concrete Institute (PCI)
 - 1. PCI MNL 117 - Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products
 - 2. PCI MNL 120 - PCI Design Handbook - Precast and Prestressed Concrete

1.3 DEFINITIONS

- A. Cast Stone: Refined architectural concrete building unit manufactured to simulate natural cut stone, used in Division 4 masonry applications.
- B. Design Reference Sample: Sample of Cast Stone color, finish, and texture that has been preapproved by Architect before execution of the Contract.
 - 1. Design Reference Sample Identification Description:_____.

1.4 SUBMITTALS

- A. Submit under provisions of City of Tulsa Division 1 General Specifications Part 117 – Submittals
- B. Product Data: For each product.
 - 1. Cast Stone Masonry design mixes.
 - 2. Manufacturer's data sheets on each product to be used.
 - 3. Preparation instructions and recommendations.
 - 4. Storage and handling requirements and recommendations.
 - 5. Typical installation methods.
- C. Shop Drawings: Fabrication and installation details for Cast Stone materials.
 - 1. Elevations, sections, and dimensions.
 - 2. Reinforcement details.

04 72 00-2

3. Finishes.
4. Joint and attachment details.
5. Connection Hardware Attached to Structure: Locations and details.
6. Items cast into stones.
7. Erection sequences.
8. Relationship to adjacent materials.
9. Loose, cast-in, and field hardware.

D. Verification Samples: 12 by 12 inches (305 by 305 mm). For exposed surface finishes. Representative of finish, color, and texture expected.

E. Delegated-Design Submittal: Product analysis and data signed and sealed by the responsible Professional Engineer.

F. Qualification Data: For manufacturer.

G. Source Quality-Control Program: For Cast Stone Masonry manufacturer.
1. Test Reports: For inserts, and anchors.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Designated an APA-certified plant for Cast Stone Masonry production.
- B. Installer Qualifications: Company specializing in performing Work of this section with minimum two years documented experience with projects of similar scope and complexity.
- C. Source Limitations: Provide each type of product from a single manufacturing source to ensure uniformity.
- D. Mock-Up: Construct a mock-up with actual materials in sufficient time for Architect's review and to not delay construction progress. Demonstrate aesthetic effects and set quality standards for fabrication and installation along with reviewing interaction of other construction materials.
 1. If mock-up is not acceptable, rebuild mock-up until satisfactory results are achieved.
 2. Retain mock-up during construction as a standard for comparison with completed work.
 3. Do not alter or remove mock-up until work is completed or removal is authorized.
 4. Approved Mockups: May become part of the completed project.
 5. Build mockup of typical wall area as shown on Drawings.
 - a. Typical Components: Building structure attachments, and installation methods.
 - b. Window Openings: Sills, heads, and jambs where required.
 - c. Sealant-Filled Joints: Complying with requirements in Section 07 91 23 - Backer Rods.

1.6 PRE-INSTALLATION CONFERENCE

- A. Convene a conference approximately two weeks before scheduled commencement of the Work. Attendees shall include Architect, Contractor and trades involved. Agenda shall include schedule, responsibilities, critical path items and approvals.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Handle and transport Cast Stone masonry on protective material and with protective

04 72 00-3

spacers between stones.

- B. Store Cast Stone off ground on sturdy pallets, supported on protective material and with protective resilient spacers between stones. Place stored stones so identification marks are clearly visible.
- C. Prevent prolonged contact of materials that retain moisture.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer:
DeVinci PreCast
4520 S. MacArthur Blvd.
Oklahoma City, OK 73179
Tel: 405-680-5600
Email: request.info@devinciprecast.com
Web: <https://devinciprecast.com>

or approved equal

- B. Requests for substitutions will be considered in accordance with provisions of City of Tulsa standard documents.

2.2 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Cast Stone materials must withstand design loads and dimensional changes due to thermal and moisture extreme, as governed by applicable codes and standards.

2.3 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, non-absorptive alkali resistant, warp, and buckle free. Provide continuous surfaces within tolerances; and capable of producing required finish surfaces.
 - 1. Mold-Release Agent: Commercial liquid-release. Must not bond with, stain, or affect cast stone surfaces.
 - 2. Form Liners: Units of face design, texture, arrangement, and configuration indicated.
 - a. Solid backing and form support ensure liners remain in place during material placement. Use manufacturer's recommended liquid-release agent.
 - 3. Form Liners: Units of face design, texture, arrangement, and configuration to match design reference sample.
 - a. Solid backing and form support ensure liners remain in place during concrete placement. Use manufacturer's recommended liquid-release agent.

- B. Surface Retarder: Liquid used to delay hardening of newly placed concrete mix to depth of reveal specified.

2.4 CAST STONE MASONRY MATERIALS

- A. Portland Cement: ASTM C150/C150M; Type I, II, or III. Surfaces Exposed to View in Finished Structure: Use white or same type, brand, and source throughout Cast Stone production.

04 72 00-4

- B. Coarse Aggregates: ASTM C33, except for gradation.
- C. Fine Aggregates: Manufactured or natural sands, ASTM C33, except for gradation.
- D. Air Entraining Admixtures: Conforming to ASTM C260.
- E. Water: Potable.
- F. Reinforcing Bars: ASTM A615/A615M: Grades 40 or 60 steel galvanized, or epoxy coated when cover is less than 1.5 inches (38 mm).
- G. Fiber Reinforcement: ASTM C1116.
- H. Coloring Admixture: ASTM C979/C979M, synthetic mineral-oxide pigments or colored water-reducing admixtures, temperature stable, nonfading, and alkali resistant.
 - 1. Color: As determined by the city of Tulsa.
- I. Potable Water: No material affecting color stability, setting, or strength.
- J. Chemical Admixtures: ASTM C494/C494M, containing 0.1 percent or less chloride ions.
- K. Cast Stone Masonry Physical Material Properties as Follows:
 - 1. Compressive Strength per ASTM C1194: 6,500 psi (44.82 MPa) at 28 days.
 - 2. Air Content per ASTM C231: 4 to 8 percent for freeze thaw protection.
 - 3. Absorption: 6 percent maximum; cold water method.
 - 4. Freeze-thaw: CPWL less than 5 percent after 300 cycles.

2.5 CONCRETE MIXTURES

- A. Prepare design mixtures for each type of cast stone material required.
- B. Design mixtures shall be prepared by qualified plant personnel or may be formulated by independent outside qualified laboratories.

2.6 MOLD FABRICATION

- A. Mold Construction: To result in finished Cast Stone with profiles, dimensions, and tolerances indicated, without damaging cast stones during stripping. Prevent water leakage and loss of cement paste.
- B. Wash or Slope on horizontal surfaces where possible.
- C. Drips on projections where possible to protect staining below.
- D. Maintain molds to provide completed Cast Stone units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.
 - 1. Coat contact surfaces of molds with form-release agent.
 - 2. Coat contact surfaces of molds with surface retarder.
- E. Form Liners: Place accurately to provide finished surface texture indicated. Provide solid backing and supports to maintain stability of liners during concrete placement. Coat form liner with form-release agent.

04 72 00-5

2.7 FABRICATION

- A. Manufacturing Process: Wet Cast
- B. Reinforcement: Comply with recommendations in PCI MNL 117 for fabricating, placing, and supporting reinforcement.
 1. Accurately position, support, and secure reinforcement against displacement during concrete-placement and consolidation operations. Completely conceal support devices to prevent exposure on finished surfaces.
 2. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh spacing and wire tie laps, where required by design. Offset laps of adjoining widths to prevent continuous laps in either direction.
- C. Embedded Anchors and Miscellaneous Hardware:
 1. Material: Stainless steel complying with ASTM A240/A240M, ASTM A276, or ASTM A666, Type 304.
 2. Material: Steel complying with ASTM A36/A36M and hot-dip galvanized complying with ASTM A123/A123M.
- D. Comply with requirements in PCI MNL 117 and requirements in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.
- E. Place concrete in a continuous operation to prevent cold joints or planes of weakness from forming in precast concrete units.
- F. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air voids on surfaces. Use equipment and procedures complying with PCI MNL 117.
- G. Cure concrete: According to requirements in PCI MNL 117. Cure units until compressive strength is high enough to ensure that stripping does not influence performance or appearance of final product.
- H. Discard and replace architectural precast concrete units that do not comply with requirements.
- I. Panel Identification: Mark stones with identification marks on Shop Drawings. Mark casting date on each piece.

2.8 FABRICATION TOLERANCES

- A. Variation in Cross Section: Do not vary from indicated dimensions by more than 1/8 inch (3 mm).
- B. Variation in Length: Do not vary from indicated dimensions by more than 1/360 of the length of unit or 1/8 inch (3 mm), whichever is greater, but in no case by more than 1/4 inch (6 mm).
- C. Warp, Bow, and Twist: Not to exceed 1/360 of the length of unit or 1/8 inch (3 mm), whichever is greater.
- D. Location of Grooves, False Joints, Holes, Anchorages, and Similar Features: Do not vary from indicated position by more than 1/8 inch (3 mm) on formed surfaces of units and 3/8 inch (10 mm) on unformed surfaces.

04 72 00-6

2.9 FINISHES

- A. Exposed Faces: Free of joint marks, grain, and obvious defects.
- B. Corners Including False Joints: Uniform, straight, and defined.
- C. Finish exposed-face surfaces of Cast Stone to match approved design reference sample or mockups and GFRC and Architectural Precast where intent is to match finish.
 - 1. As-Cast-Surface Finish: Surfaces to match approved sample for acceptable surface, air voids, sand streaks, and honeycomb, with uniform color and texture.
 - 2. Textured-Surface Finish: Impart by form liners.
 - 3. Retarded Finish: Use chemical-retarding agents applied to concrete forms and washing and brushing procedures to expose aggregate and surrounding matrix surfaces after form removal.
 - 4. Acid-Etched Finish: Use acid and hot-water solution equipment, application techniques, and cleaning procedures to expose fine aggregate and surrounding matrix surfaces.

2.10 SOURCE QUALITY CONTROL

- A. Quality-Control Testing: Test and inspect precast concrete according to PCI MNL 117 requirements. If using self-consolidating concrete, also test and inspect according to PCI TR-6, ASTM C1610/C1610M, ASTM C1611/C1611M, ASTM C1621/C1621M, and ASTM C1712.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly constructed and prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect in writing of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 ERECTION

- A. Install clips, hangers, and other accessories required for connecting Cast Stone materials to supporting members and backup materials.
- B. Install Cast Stone level, plumb, square, and in alignment. Provide temporary supports and bracing as required.
 - 1. Maintain horizontal and vertical joint alignment and uniform joint width.
- C. Wet joint surfaces thoroughly before applying mortar or setting in mortar.
- D. Set units in full bed of mortar with full head joints unless otherwise indicated.
 - 1. Set units with joints: 3/8 to 1/2 inch (10 to 13 mm) wide unless otherwise indicated.

04 72 00-7

2. Build anchors and ties into mortar joints as units are set.
3. Fill dowel holes and anchor slots with mortar.
4. Build concealed flashing into mortar joints as units are set.

E. Comply with Noncumulative Tolerances:

1. Variation from Plumb: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
2. Variation from Level: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
3. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches (3 mm in 900 mm) or one-fourth of nominal joint width, whichever is less.
4. Variation in Plane between Adjacent Surfaces (Lipping): Do not vary from flush alignment with adjacent units or adjacent surfaces indicated to be flush with units by more than 1/16 inch (1.5 mm), except where variation is due to warpage of units within tolerances specified.

REPAIRS

- A. Maintain structural adequacy of panel do not impair appearance. Must be approved by Architect.
- B. Patches must blend with color, texture, and uniformity of adjacent exposed surfaces.
- C. Remove and replace damaged Cast Stone material if repairs do not comply with requirements.

3.5 CLEANING AND PROTECTION

- A. Clean per Cast Stone manufacturer's written instructions.
 1. Soiled Surfaces: Clean with detergent and water, with soft fiber brushes and sponges. Rinse with clean water.
 2. Prevent damage to Cast Stone surfaces

END OF SECTION

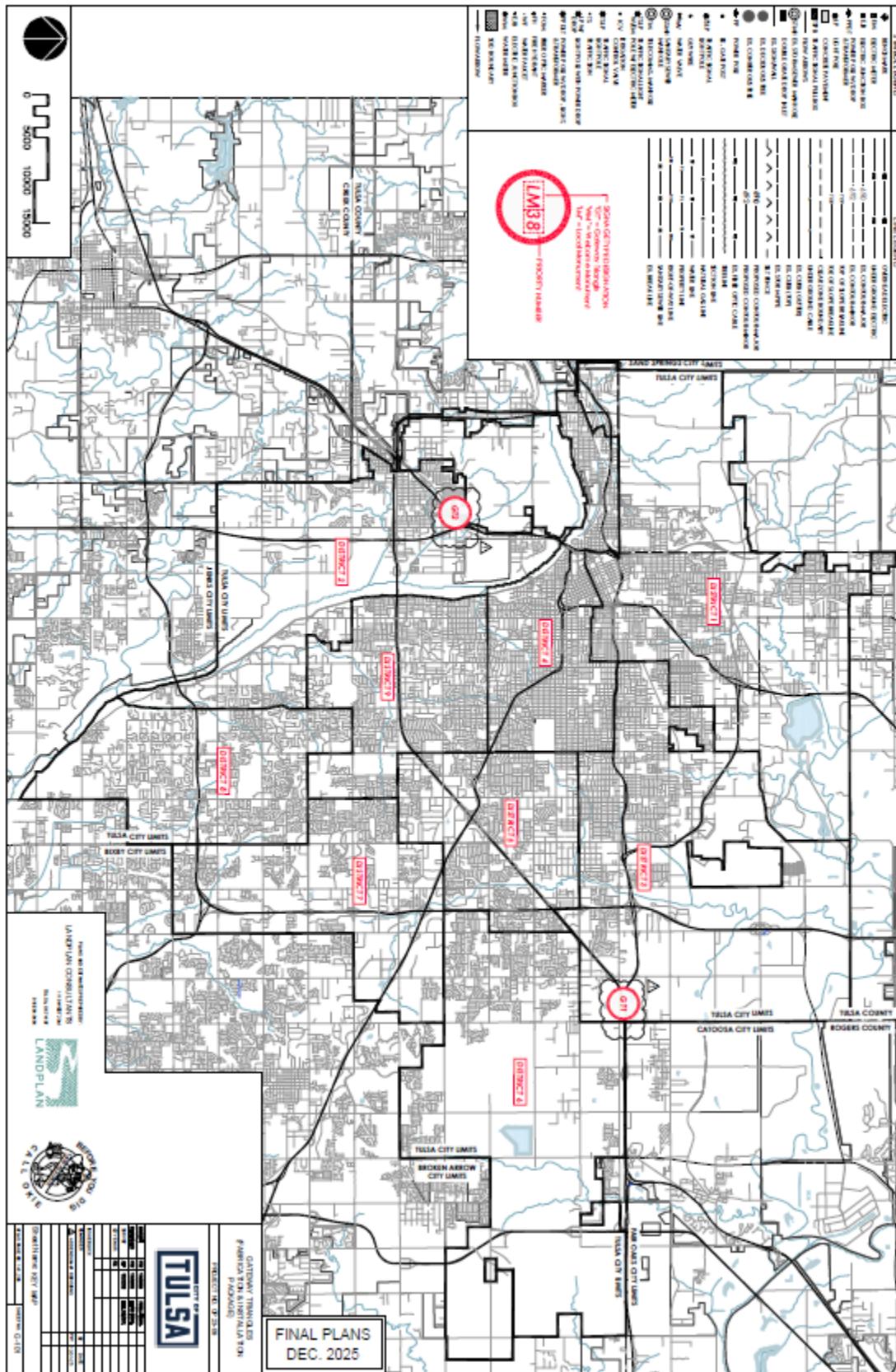
04 72 00-8

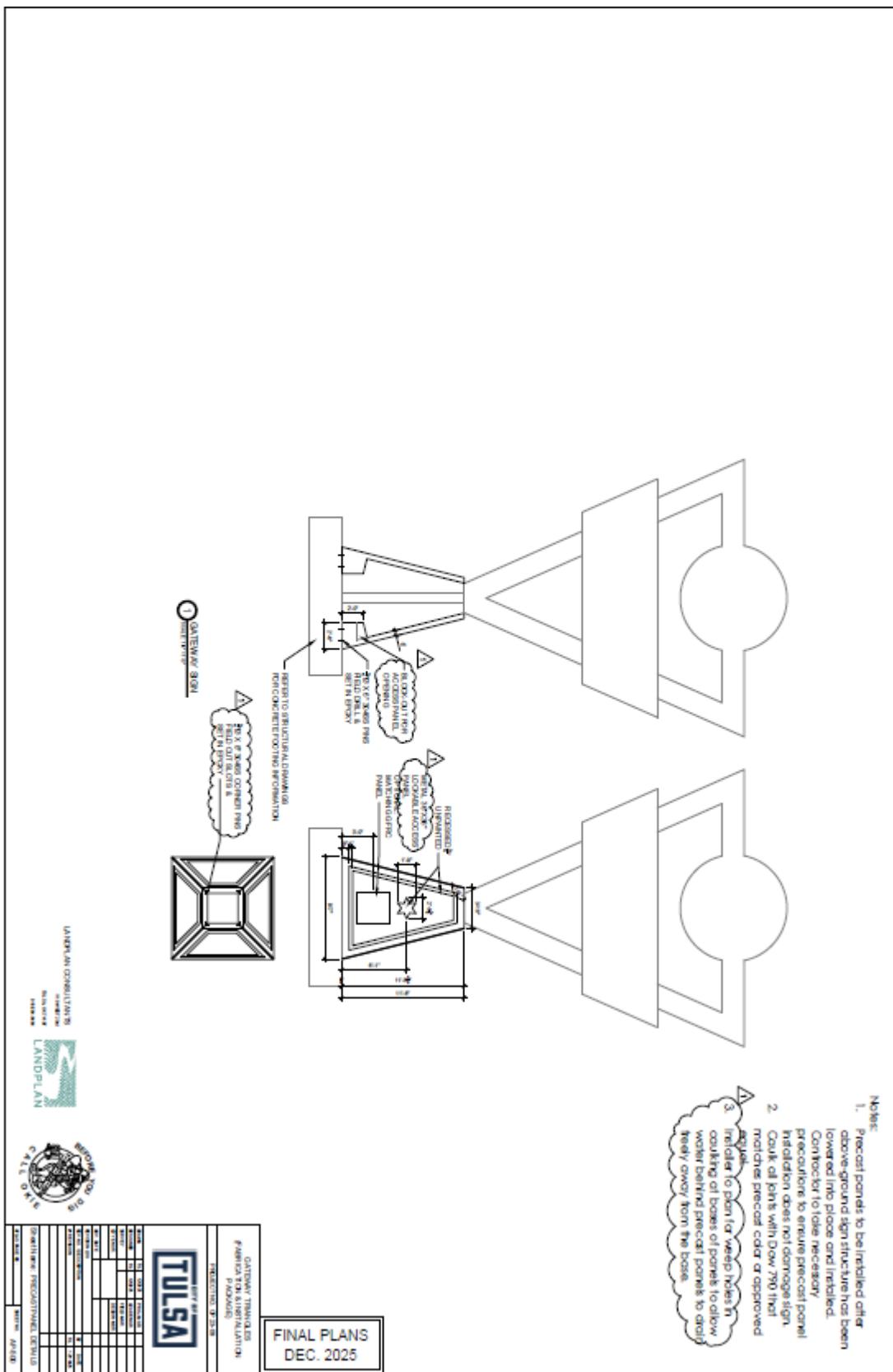
SPECIAL PROVISION
INTERNAL MILESTONE
PROJECT NO. CP 23-09

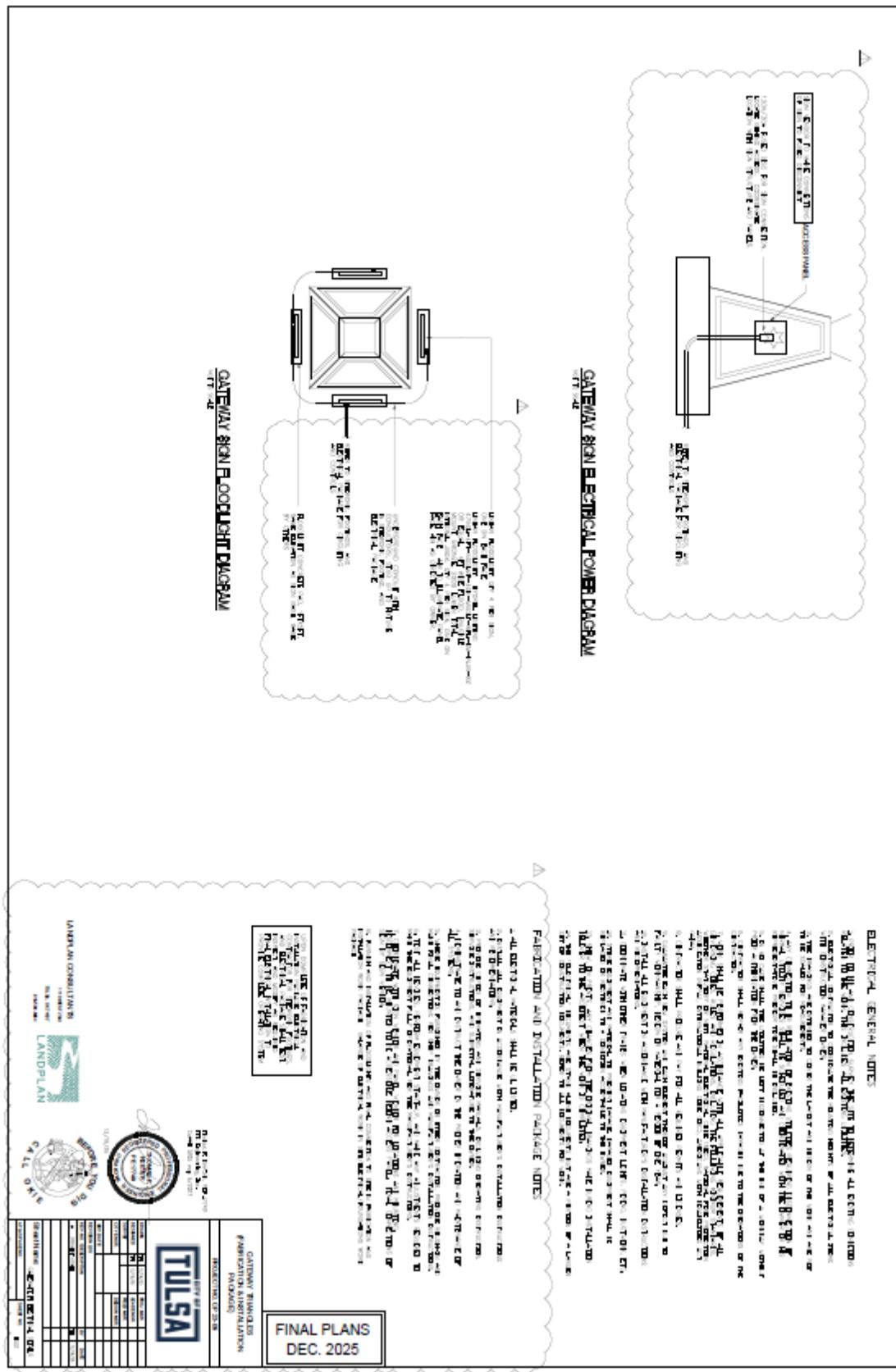
A. Contractor shall complete fabrication and delivery to Footing Contractor of 24" stub-out pipe within **fourteen (14)** calendar days of the Notice-to-Proceed date. If the Contractor fails to meet this internal milestone, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of Contract, the sum of **two thousand five hundred dollars (\$2,500.00)** for each and every calendar day of failure to complete this work after the specified time. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. It is expressly understood and agreed that the said time for completion of the work described herein is a reasonable time for the completion of same.

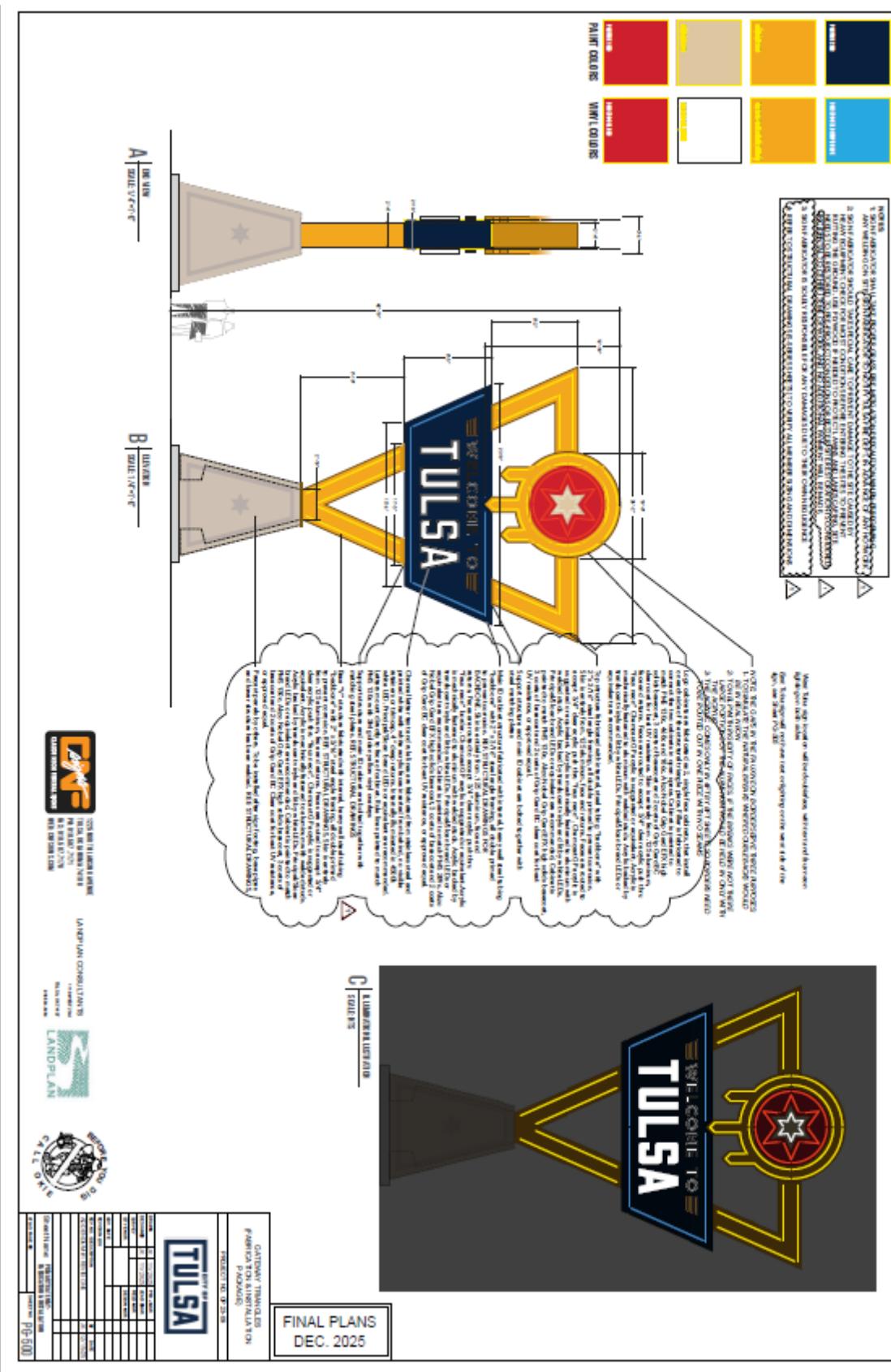
SP-1

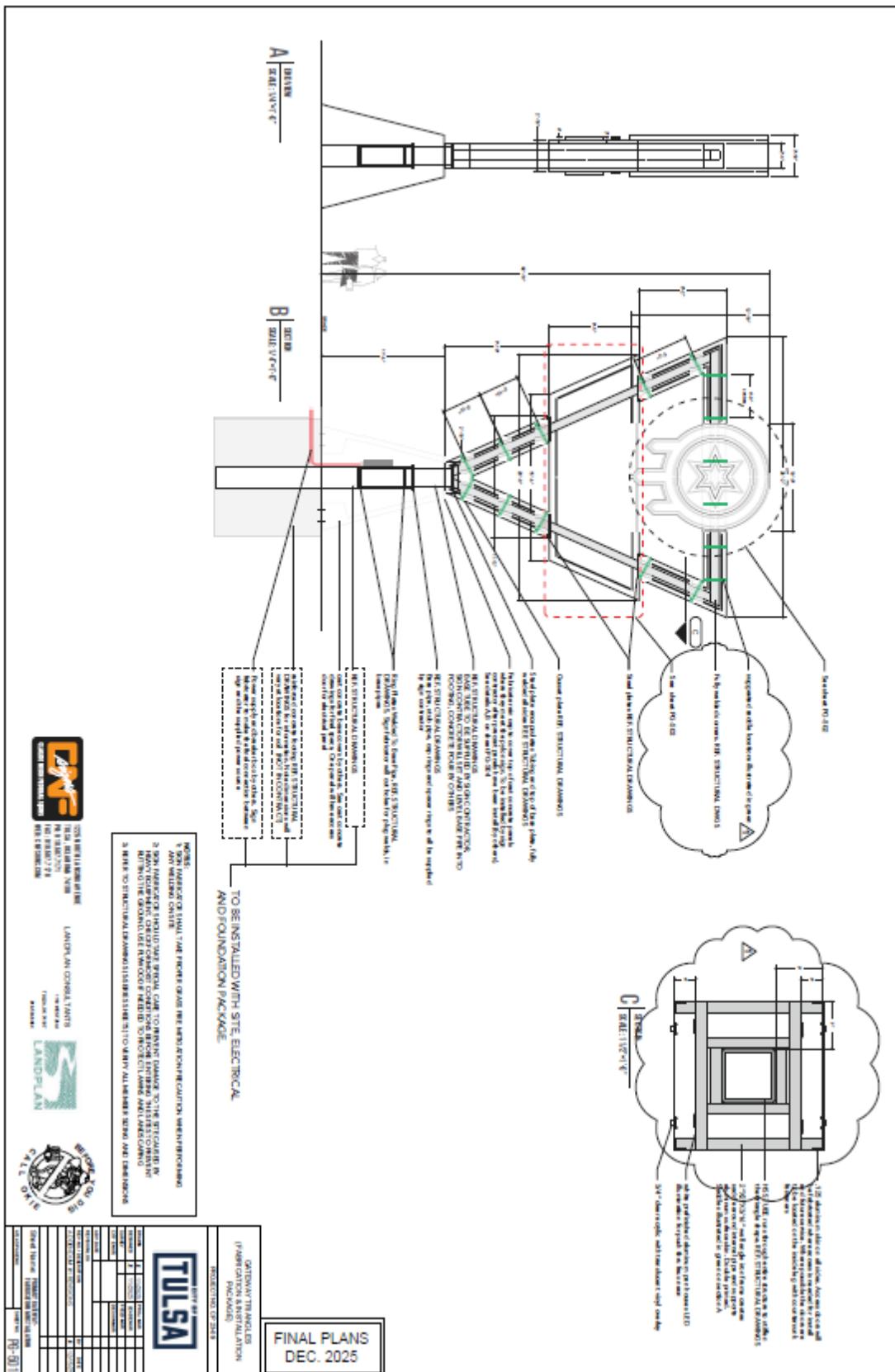
Tulsa Gateway Add 1 REV Sheets

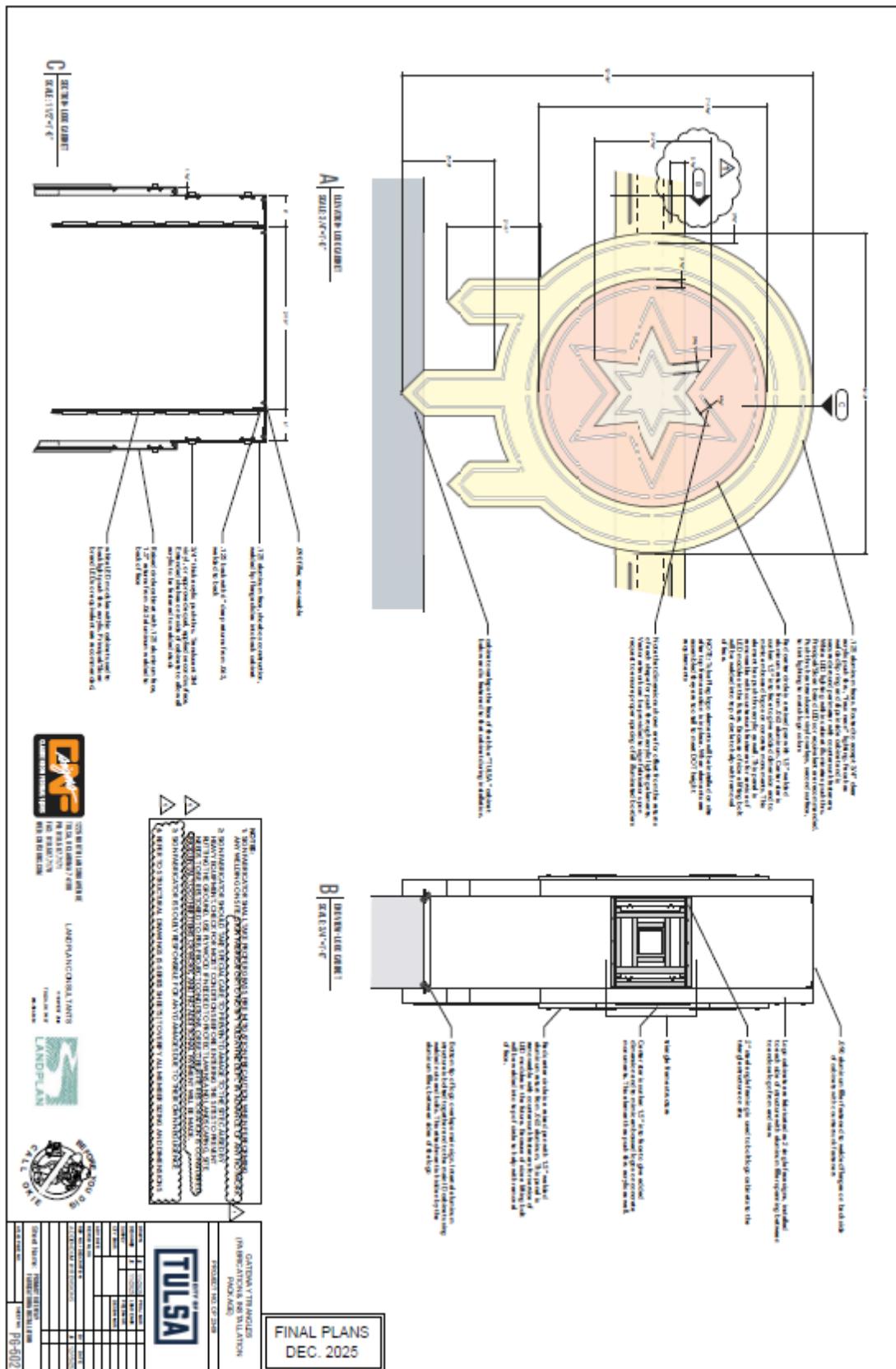


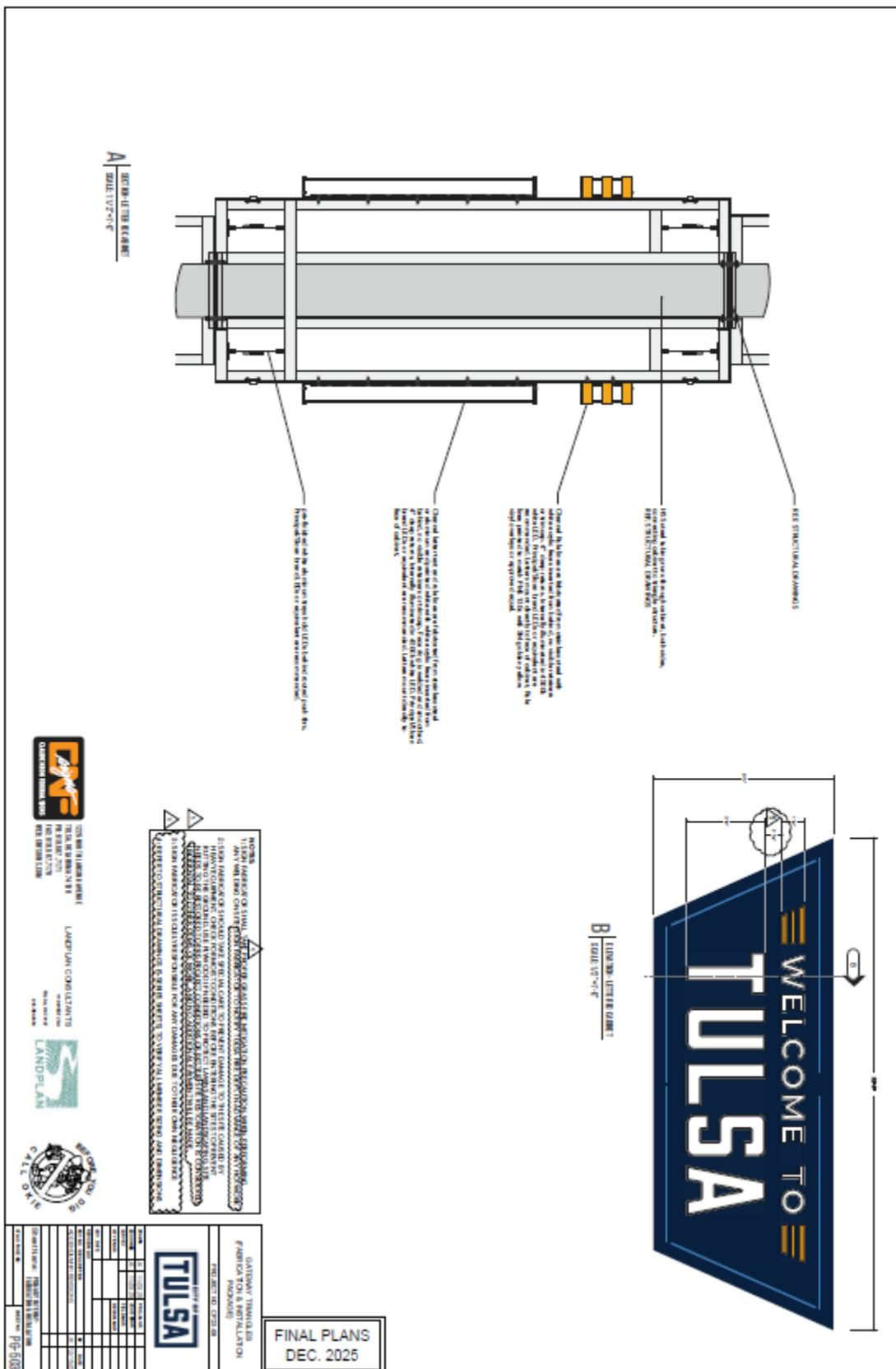


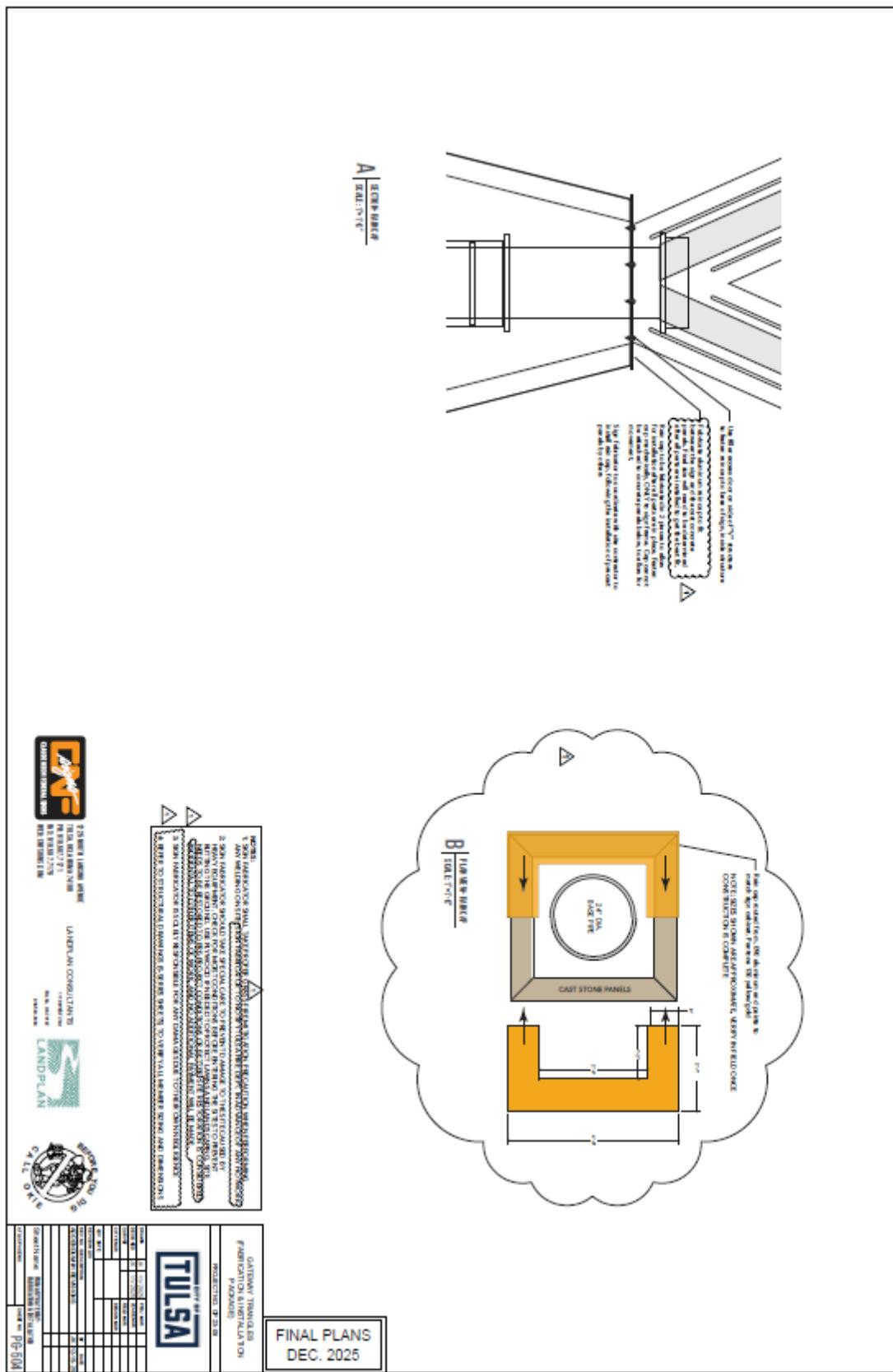


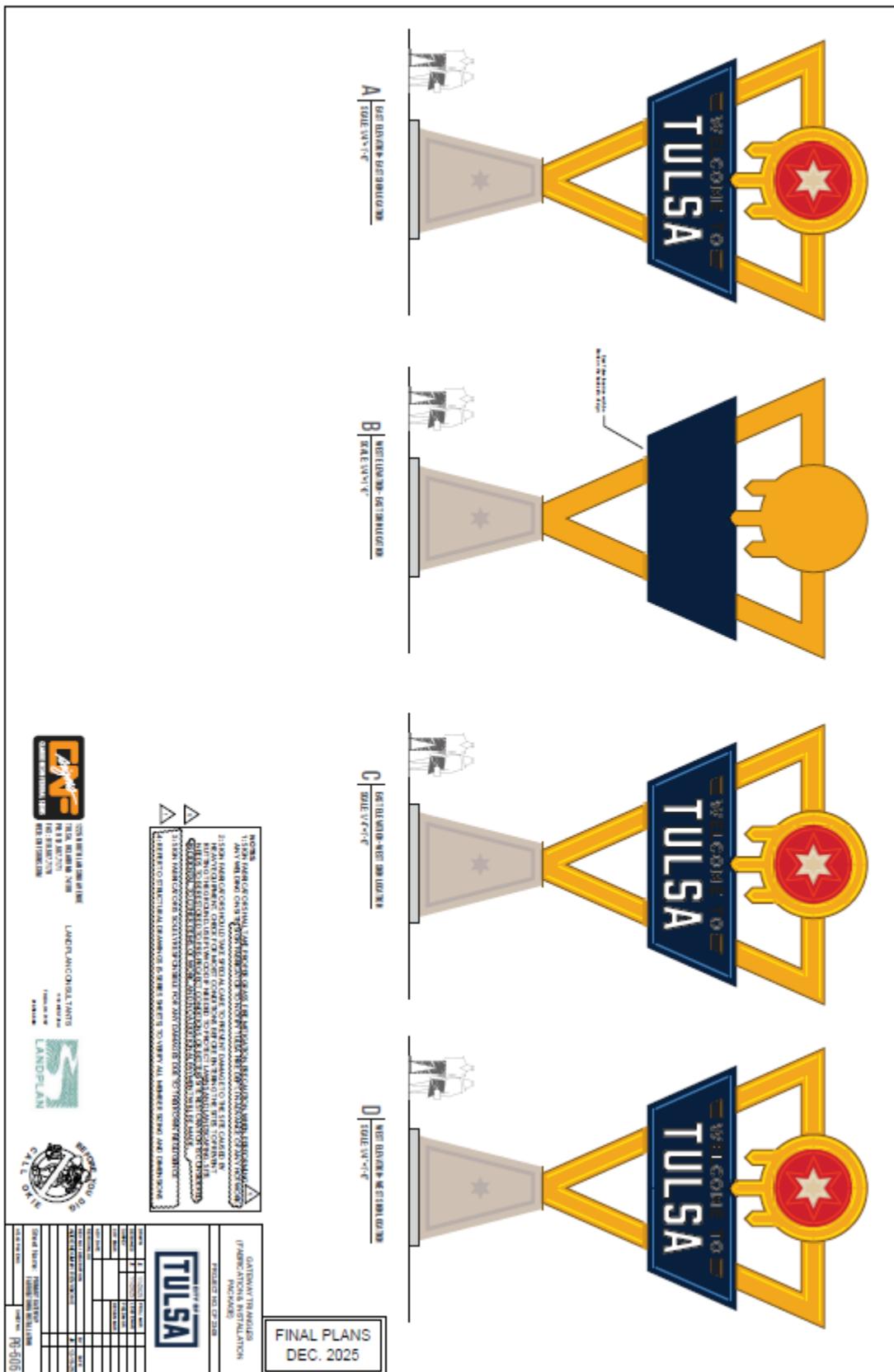


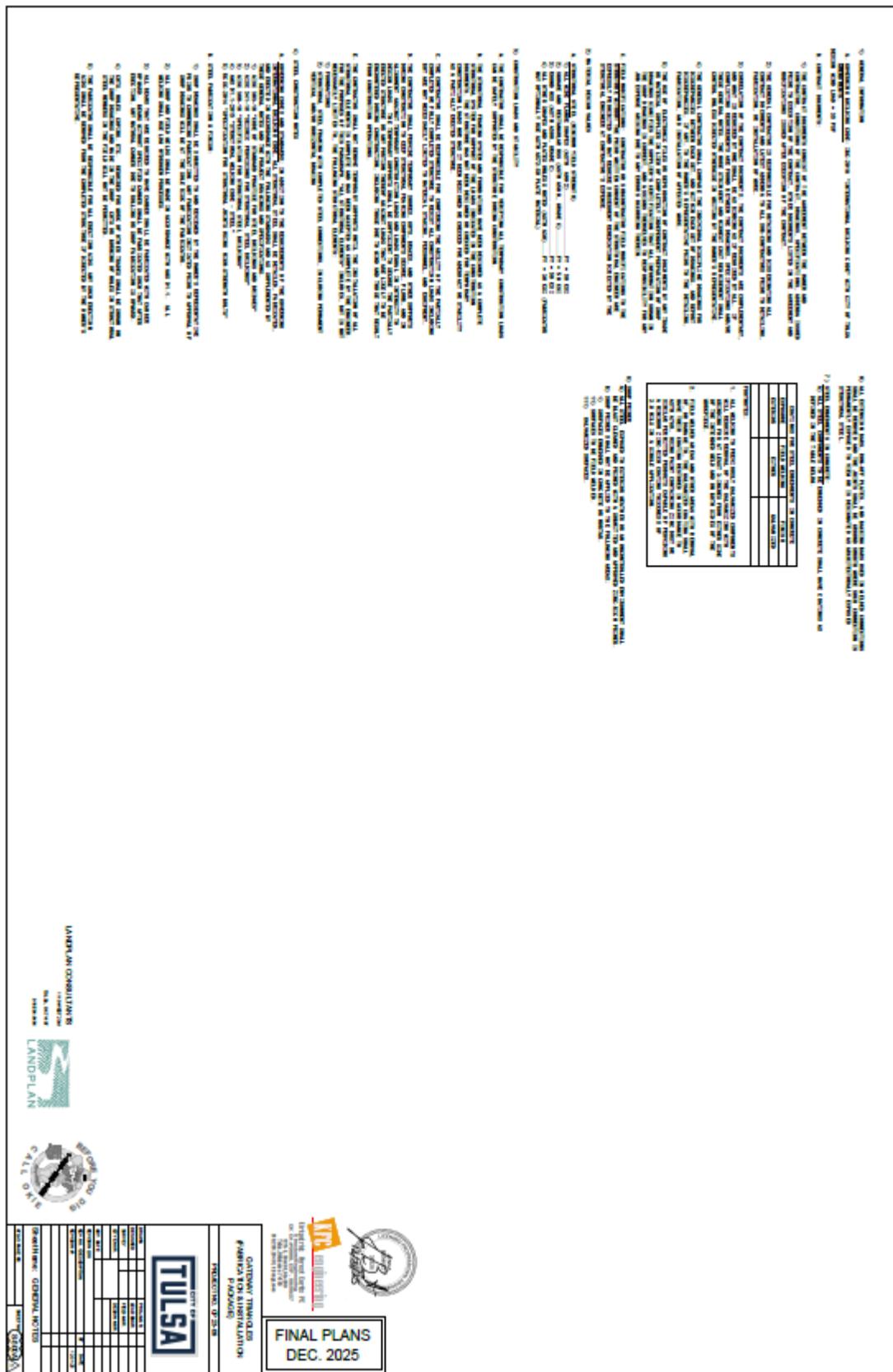








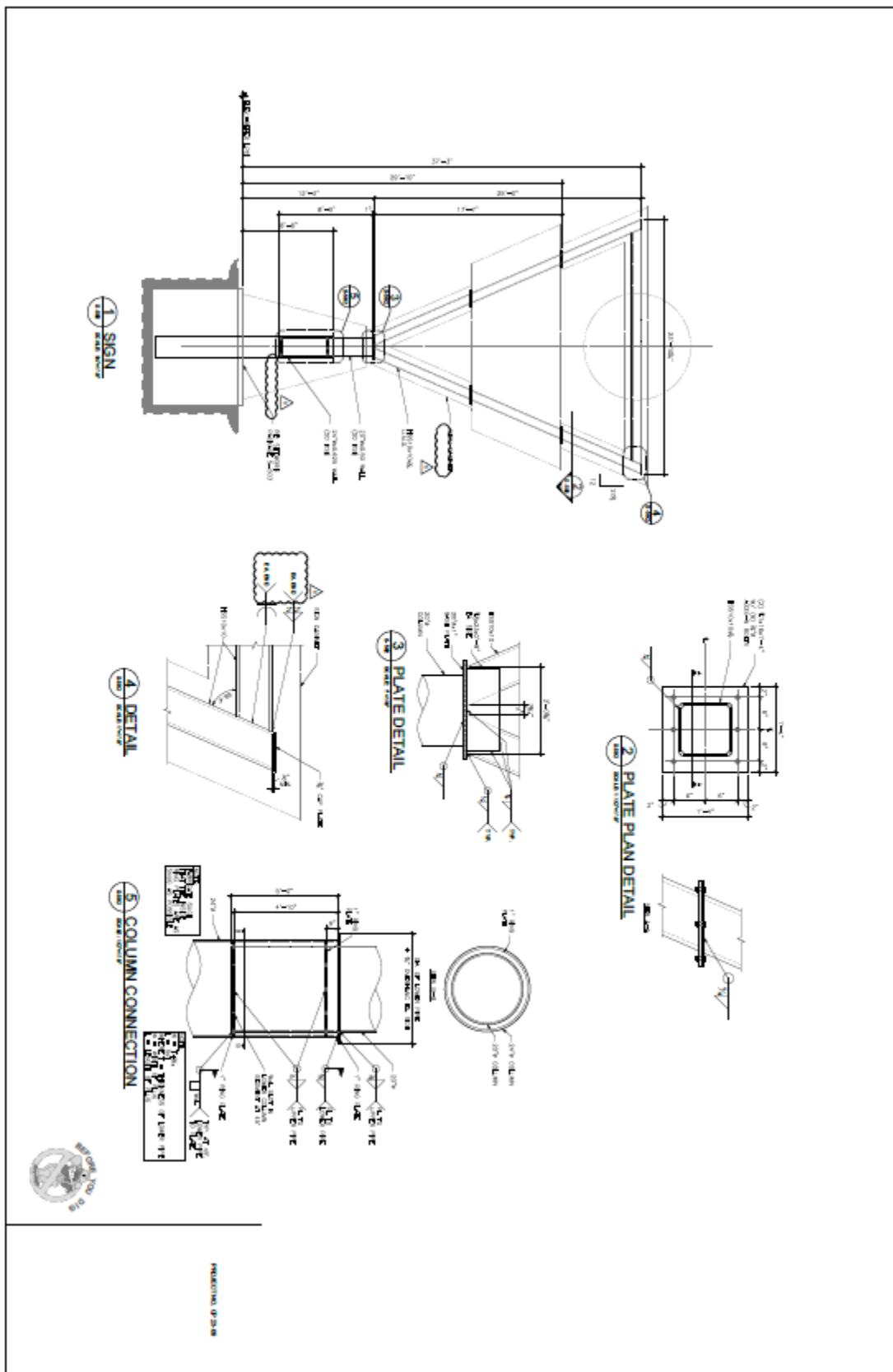




REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION			
VERIFICATION AND INSPECTOR	FREQUENCY OF INSPECTION		REFERENCED STANDARD
	CONTINUOUS (as required for dimensional)	PERIODIC (specify number of inspections)	
1. Material verification of high-strength bolts, nuts and washers:			
a. Identification marking to confirm to ASTM standards specified in the approved construction documents.	-	QC and QA	ASCE 365, Section A3.2 and equivalent ASTM and ASME documents
b. Manufacturer's certificates available for fastener materials.	QA	QC	
c. Fasteners marked in accordance with ASTM requirements.	-	QC and QA	
d. Proper fasteners selected for the joint detail (grids, type, size, and thickness of fasteners are to be selected from sheet plates).	-	QC and QA	
e. Proper bolting procedure selected for joint detail.	-	QC and QA	
f. Correcting elements, including the repreparatory surface roughness and edge preparation, if specified, must re-inspect/re-verify.	-	QC and QA	ASCE 365, Table A3.6-1
g. Pre-insulation verification testing by insulation manufacturer for insulation required for fastener assemblies and methods used.	QO	QA	
h. Proper storage provided for bolts, nuts, washers and other fastener components.	-	QC and QA	
2. Inspection prior to welding:			
a. Verify identification markings of weld filler materials referred to AWS specification in the approved construction documents.	-	QC and QA	ASCE 365, Section A3.2 and equivalent AWS AS documents
b. Welding procedure specifications are available.	QC and QA	-	
c. Manufacturer's certificates for welding consumables available.	QC and QA	-	
d. Material identification (specifying and welded identification numbers).	-	QC and QA	
e. Print of welds including but not limited to joint preparation, dimensions, orientation, beveling, and welding specifications applicable.	-	QC and QA	
f. Configuration and location of access holes.	-	QC and QA	
g. Check welding equipment.	-	QC	
3. Inspection of welding:			
a. ASCE 365 requirements for welding structural steel:			
1) Use of qualified welders	-	QC and QA	
2) Packaging and exposure control and handling of welding consumables.	-	QC and QA	
3) No welding over cracked tank walls.	-	QC and QA	
4) Examination of welds including but not limited to inspection, testing, and repair as applicable.	-	QC and QA	ASCE 365, Table A3.4-2 During Welding
5) Verify settings on equipment, travel speeds, welding currents, and electrode angles in accordance with manufacturer's recommendations and proper procedure meets WPS standards.	-	QC and QA	
6) Verify welding techniques for increases, final cleaning, profile control, and dimensional control.	-	QC and QA	
7) Welds are clean and smooth where required.	-	QC and QA	
8) Verify size, length and orientation of welds.	-	QC and QA	
9) Visually verify welds for crack initiation, weld bead profile, weld fusion, crater cross section, weld porosity, weld size, and other quality control requirements.	-	QC and QA	
10) Any welds, if re-welded within 12" of weld, removed or back-ground and repair activities as applicable.	-	QC and QA	
11) Documentation of acceptance or rejection of welded joint or assembly.	-	QC and QA	

PROJECT NO. CP 23-08





BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted**.

Bidder's Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 4-6	
Specifications	3	
Certificate(s) of Insurance	7	
References (if applicable)	8	
Sample Forms	9	
EXHIBIT A: Delivery and Pricing	10-11	
Affidavits <i>Signatures of Authorized Agent and notarization required. Reference Page 2: Authorized Agent</i>	12	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required. Reference Page 2: Authorized Agent</i>	13-17	
EXHIBIT B: Plans and Specifications	18-32	

Any contact with City Employees or Officials, other than the assigned Project Buyer, for or about this solicitation will disqualify Your Proposal and it shall be deemed non-responsive.

PACKING LABEL

Top Left Corner

**Your Company Name
Street Address
City, State, Zip Code**

FROM:

City of Tulsa – City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Bidder Submission For:

BID# IFB 26-908

BID DESCRIPTION: Tulsa Gateway Signage

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.