

Addendum #3

TAC 565

PUBLIC WORKS DEPARTMENT

MOWING

THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

Please note the following two changes on Appendix A:

#117. E. 1st St. –S. Peoria Ave. to S. Utica Ave. south side **DELETE**

#118. E. 1st St. –North side S. Peoria Ave., west to S. Owasso Ave. **DELETE**

SIGNATURE OF AUTHORIZED AGENT

DATE

Addendum #2

TAC 565

PUBLIC WORKS DEPARTMENT

MOWING

THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

Please note the following sentence to be added to page 16, paragraph entitled "Specifications", Item #5 should include: **Paved portion of medians is to be cleaned.**

SIGNATURE OF AUTHORIZED AGENT

DATE

Addendum #1

TAC 565

PUBLIC WORKS DEPARTMENT

MOWING

THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

Please add the following two (2) locations to Attachment A:

#114A. E. Easton St., N. Cincinnati Ave. to N. Boston Ave., both sides, to wall on north and fence on south, including southeast and southwest corners of E. Easton St. and N. Boston Ave.

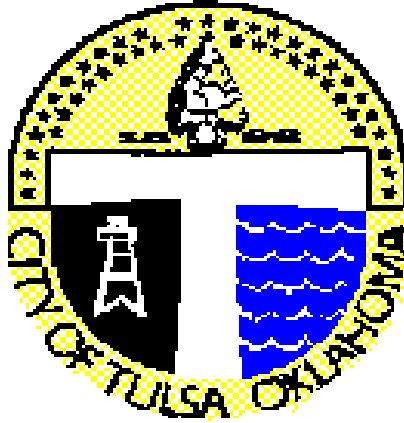
Bid Price \$_____ (include in total on pricing page)

#135A. 2600 E. 47th St., ROW

Bid Price \$_____ (include in total on pricing page)

SIGNATURE OF AUTHORIZED AGENT

DATE



INVITATION FOR SEALED BID

TAC 565

**Description: Curbed and Un-curbed Arterial Streets, Miscellaneous Sites,
Medians & Inter-State Outparcel Mowing**

Department: Public Works Department

NIGP Commodity Code(s): 988-36-00-000-0

Total pages including this page is 28

NOTE: FAXING OF BID IS NOT ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either of:

City of Tulsa's Fax-on-Demand (918-596-1171) or

City of Tulsa's Website : www.cityoftulsapurchasing.org

you must notify the buyer Patricia Cummings of your intent to bid by e-mail at pcummings@citulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: April 12, 2001

BID NUMBER: TAC 565

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: March 19, 20, 21, 22, 23, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

MANDATORY PRE-BID CONFERENCE (SEE PAGE 9)

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____% _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, 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 no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

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

NOTARY PUBLIC SIGNATURE

My Commission Expires:

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

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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 bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
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 thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

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

Signature of Notary Public

MY COMMISSION EXPIRES

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

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

TAC 565
Interstate Outparcels, Curbed & Un-curbed Arterial Streets, Miscellaneous
Sites and Medians
City of Tulsa

GENERAL:

THE CITY OF TULSA'S DEPARTMENT OF PUBLIC WORKS STREET MAINTENANCE DIVISION DESIRES TO ENTER INTO A CONTRACT FOR THE MOWING/ LANDSCAPE MAINTENANCE OF INTER-STATE OUTPARCELS, CURBED AND UN-CURBED ARTERIAL STREETS, MISCELLANEOUS SITES & MEDIANS WITHIN THE CITY OF TULSA. THE AMOUNT TO BE CONTRACTED WILL DEPEND UPON THE NEED AND THE FUNDS AVAILABLE AND THERE IS NO GUARANTEED LEVEL OF WORK. THE BID WILL BE AWARDED ON THE LOWEST AND BEST-SECURED BASE BID. **THE LOWEST BID WILL BE THE LOWEST TOTAL FIGURE FOR ALL OF THE SITES ON ATTACHMENT "A".**

MANDATORY PRE-BID CONFERENCE:

A MANDATORY ATTENDANCE PRE-BID CONFERENCE WILL BE CONDUCTED TUESDAY, MARCH 27, 2001 9:00 A.M., ROOM 633, CITY HALL, 200 CIVIC CENTER AND AGAIN ON WEDNESDAY, MARCH 28, 2001, 10:00 A.M., SAME LOCATION, TO EXPLAIN THE BID AND TO ANSWER ANY QUESTIONS.

PERFORMANCE BOND:

THE SUCCESSFUL BIDDER WILL BE REQUIRED WITHIN TEN (10) DAYS AFTER AWARD OF BID TO POST (1) A PERFORMANCE BOND, OR (2) AN IRREVOCABLE LETTER OF CREDIT NAMING THE CITY OF TULSA AS BENEFICIARY, AND GUARANTEEING THE PROPER AND PROMPT COMPLETION OF THE WORK IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AND BID SPECIFICATIONS. THE PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT SHALL BE IN THE AMOUNT EQUAL TO THE BID PRICE FOR ONE MOWING CYCLE.

LIABILITY:

THE BIDDER SHALL ASSUME ALL LIABILITY FOR DAMAGES AND SHALL HOLD THE CITY FREE AND HARMLESS FROM ALL CLAIMS OF DAMAGES TO PERSONS AND/OR PROPERTY THAT MAY ARISE OUT OF, OR BY REASON OF THE PERFORMANCE OF WORK. THE CONTRACTOR WILL EXERCISE EVERY NECESSARY PRECAUTION FOR THE SAFETY OF THE PROPERTY AND THE PROTECTION OF ANY AND ALL PERSONS AND PROPERTY LOCATED ADJACENT TO OR MAKING PASSAGE THROUGH SAID PROPERTY

LIENS:

THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR SUITES OF WHATEVER NATURE ARISING OUT OF THE SERVICES, LABOR AND MATERIALS FURNISHED BY THE CONTRACTOR OR HIS SUBCONTRACTORS UNDER THE SCOPE OF THIS BID AND FROM ALL LABORER'S, MATERIALMEN'S AND MECHANIC'S LIENS UPON THE REAL PROPERTY UPON WHICH THE WORK IS LOCATED OR ANY PROPERTY OF THE CITY OF TULSA.

INSURANCE:

THE VENDOR(S), AND ANY SUBCONTRACTORS, SHALL CARRY AND KEEP IN FORCE DURING THE TERM OF THE CONTRACT POLICIES OF PUBLIC LIABILITY INSURANCE INCLUDING ANY CONTRACTUAL LIABILITY ASSUMED UNDER THE CONTRACT IN THE DESIRED AMOUNTS SET FORTH BELOW AND WORKMEN'S COMPENSATION IN THE AMOUNT REQUIRED BY LAW, AND EMPLOYER'S LIABILITY INSURANCE IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

PERSONAL INJURY, EACH PERSON	\$175,000
PROPERTY DAMAGE, EACH PERSON	\$25,000
PERSONAL INJURY & PROPERTY DAMAGE AGGREGATE, EACH OCCURRENCE	\$1, 000,000

THE POLICY SHALL PROVIDE A CLAUSE STATING THAT IT CANNOT BE CANCELED BY THE INSURER WITHOUT THE INSURER FIRST GIVING THE CITY THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION. THE SUCCESSFUL VENDOR(S) AND ALL SUBCONTRACTORS SHALL FURNISH THE CITY A CERTIFICATE OF INSURANCE SHOWING SUCH COVERAGE PRIOR TO EXECUTION OF A CONTRACT WITH THE CITY.

THE CITY SHALL HAVE NO RESPONSIBILITY OF LIABILITY FOR SUCH INSURANCE COVERAGE. CONTRACTOR MUST PROVIDE A CERTIFICATE OF INSURANCE COMPLIANCE WITHIN TEN (10) CALENDAR DAYS AFTER NOTIFICATION OF AWARD AND PRIOR TO STARTING WORK. THE CITY OF TULSA SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL CERTIFICATES OF INSURANCE, TO READ AS FOLLOWS: "THE CITY OF TULSA, A MUNICIPAL CORPORATION, IS AN ADDITIONAL INSURED FOR WORK PERFORMED UNDER THE SUBJECT CONTRACT AND MUST BE NOTIFIED IN WRITING THIRTY (30) DAYS IN ADVANCE OF INSURANCE CANCELLATION OR TERMINATION." CERTIFICATION MUST INCLUDE: NAME AND ADDRESS OF INSURANCE COMPANY (MUST BE LICENSED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA); POLICY NUMBER; AND, LIABILITY COVERAGE AND AMOUNTS.

BIDDER'S AFFIDAVIT:

EACH BIDDER SHALL ACCOMPANY THEIR BID WITH A FULLY EXECUTED AND NOTARIZED COPY OF THE ATTACHED **NON-COLLUSION AFFIDAVIT** AND THE **INTEREST AFFIDAVIT**. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF THE BID.

COST OF RESPONSE TO INVITATION FOR SEALED BID:

BIDDERS AGREE THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL OR PRESENTATION OF ANY BID IN RESPONSE TO THIS "INVITATION FOR SEALED BID." FURTHER, THE CITY WILL NOT BE LIABLE FOR ANY COST ASSOCIATED WITH THE PREPARATION OF MATERIALS FOR, NOR THE CONDUCT OF ANY BENCHMARK TESTING WHICH MAY BE REQUIRED, EXCEPT FOR THE COSTS ASSOCIATED WITH THE TRANSPORTATION, LODGING AND SUBSISTENCE FOR CITY PERSONNEL.

RIGHT TO REJECT:

THE CITY OF TULSA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR MAY REJECT OR ACCEPT ANY QUANTITY AND/OR LINE ITEM AT PRICE QUOTED. IN ADDITION, THE BIDDER SHALL RECOGNIZE THE RIGHT OF THE CITY TO REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DATA REQUIRED IN THE BIDDING DOCUMENT, OR IF THE BID IS IN ANY WAY INCOMPLETE, OR IRREGULAR, OR IS NOT IN TOTAL COMPLIANCE WITH THE SPECIFICATIONS. ANY DEPARTURE FROM THE SPECIFICATIONS SHOULD BE STATED IN THE BID WITH AN EXPLANATION OF REASON FOR THE CHANGE.

VENDOR CONTACT:

VENDORS SHOULD DESIGNATE A CONTACT SHOULD ANY QUESTIONS ARISE CONCERNING A BID RESPONSE. THE VENDOR SHOULD ALSO STATE THE NAME AND TITLE OF INDIVIDUALS WHO WILL MAKE FINAL DECISION REGARDING CONTRACTUAL COMMITMENT AND HAVE LEGAL CORPORATE AUTHORITY TO EXECUTE THE CONTRACT ON THE VENDOR'S BEHALF.

ADDENDA AND INTERPRETATIONS:

IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS BID, A WRITTEN ADDENDUM WILL BE PROVIDED TO ALL THE BIDDERS. THE CITY OF TULSA IS NOT BOUND BY ANY ORAL REPRESENTATION, CLARIFICATIONS OR CHANGES MADE IN THE WRITTEN SPECIFICATIONS BY CITY OF TULSA EMPLOYEES UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO BIDDERS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIVISION.

ANY QUESTIONS REGARDING THIS INVITATION FOR SEALED BID WILL BE HANDLED AS PROMPTLY AND DIRECTLY AS POSSIBLE. IF A QUESTION REQUIRES ONLY CLARIFICATION OF INSTRUCTIONS OR SPECIFICATIONS, IT WILL BE HANDLED VERBALLY. IF ANY QUESTION RESULTS IN A CHANGE OR ADDITION TO THE INVITATION FOR SEALED BID, THE CHANGES OR ADDITIONS WILL BE FORWARDED TO ALL VENDORS AS QUICKLY AS POSSIBLE BY ADDENDUM. ALL INQUIRIES REGARDING THE BID PROCESS MUST BE ADDRESSED TO:

Ms. Patricia Cummings
Buyer, City of Tulsa
200 Civic Center, Room 802
Tulsa, OK 74103
Phone – (918) 596-7561
Fax – (918) 699-3021
Pcummings@ci.tulsa.ok.us

EXAMINATION OF WORK SITE: THE BIDDER SHALL BE RESPONSIBLE FOR EXAMINING THE WORK SITES AND BE FAMILIAR WITH WORK REQUIRED AT EACH SITE. **THE SUBMISSION OF A BID IS TAKEN AS EVIDENCE THAT THE CONTRACTOR IS FAMILIAR WITH THE WORK SITES AND WORK REQUIRED.** ACREAGE AMOUNTS LISTED IN ATTACHMENT A ARE **ESTIMATES** FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT REFLECT ACTUAL AREA MEASUREMENTS.

SECONDARY OR BACK-UP SOURCE:

THE CITY RESERVES THE RIGHT TO PURCHASE FROM A SECONDARY OR BACK-UP SOURCE TO BE USED IN THE EVENT OF FAILURE OF THE PRIMARY SOURCE(S) ABILITY TO SUPPLY THE FULL NEEDS OF THE CITY.

THE BIDDER WILL MAKE A CONCERTED EFFORT TO MEET THE CITY'S NEEDS ON A DAILY BASIS. THE BIDDER WILL GIVE THE CITY AS MUCH ADVANCE NOTICE AS POSSIBLE WHENEVER THEY ARE UNABLE TO SUPPLY THE MATERIALS REQUIRED.

CONTRACT:

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ENTER INTO CONTRACT WITH THE CITY IN ACCORDANCE WITH ITEM 15 OF THE **TERMS AND CONDITIONS** AS PRINTED ON PAGE 4 OF THE **INVITATION FOR SEALED BIDS** FORM. THE TERM OF THE CONTRACT WILL BE FROM THE DATE OF EXECUTION BY THE MAYOR **OR** JUNE 15, 2001, **WHICHEVER COMES LAST**, AND ENDING ON OCTOBER 31, 2001 WITH OPTIONS TO RENEW FOR FOUR (4) ADDITIONAL YEARS, RENEWABLE ANNUALLY WITH AGREEMENT BETWEEN BOTH PARTIES CONCERNED.

PRICE ADJUSTMENT OPTION:

THE PRICE PAID FOR A COMMODITY UNDER THIS CONTRACT SHALL NOT CHANGE DURING THE TERM OF THIS CONTRACT, HOWEVER, IF THE BIDDER ANTICIPATES THAT IT WILL NOT BE ABLE TO MAINTAIN FIRM PRICES FOR ANY RENEWAL PERIOD, A CHANGE IN PRICE MAY BE ALLOWED IN A RENEWAL OF THIS CONTRACT IF THE FOLLOWING CRITERIA ARE MET:

1. THE BIDDER INCLUDES A FORMULA, TO BE USED TO CALCULATE A CHANGE IN PRICE AT THE TIME OF RENEWAL, **IN THE BID FOR THE INITIAL CONTRACT**. SUCH FORMULA SHALL BE REASONABLE, OBJECTIVE AND CAPABLE OF MEASUREMENT.
2. THE CONTRACTOR NOTIFIES THE CITY, IN WRITING, NO LATER THAN 30 DAYS PRIOR TO THE EXPIRATION OF THE INITIAL CONTRACT PERIOD, OR ANY RENEWAL PERIOD, OF ITS INTENT TO EXERCISE THE RIGHT TO ESCALATE OR DE-ESCALATE PRICES UNDER THE CONTRACT. THE NOTICE SHALL INCLUDE A CALCULATION OF THE PRICE INCREASE OR DECREASE REQUESTED INCLUDING THE FORMULA USED.

ALTERING BIDS:

BIDS CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION, ALTERATION, OR ERASURE MADE BEFORE OPENING TIME AND DATE MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY. BIDS MUST BE SUBMITTED IN INK OR TYPEWRITTEN, PENCILING WILL NOT BE ACCEPTED.

RIGHT TO AUDIT:

BIDDER FULLY UNDERSTANDS AND HEREBY AGREES BY THE SUBMISSION OF THIS BID THAT SHOULD BIDDER BE AWARDED THIS BID AND SUBSEQUENTLY ENTER INTO CONTRACT WITH THE CITY TO FURNISH THE GOODS, SERVICES, MATERIALS AND/OR SUPPLIES CALLED FOR HEREUNDER, THE BIDDER SHALL, UPON ANY REASONABLE REQUEST BY CITY AND DURING BIDDER'S NORMAL BUSINESS HOURS, GRANT CITY STAFF INGRESS ONTO BIDDER'S PREMISES WHERE BIDDER'S BOOKS AND RECORDS ARE KEPT AND FURTHER AGREES THAT BIDDER SHALL PROVIDE CITY STAFF PERSONNEL REASONABLE ACCESS TO AND SUCH CLERICAL ASSISTANCE AS CITY'S STAFF MAY REQUIRE FOR EXAMINATION AND AUDIT OF

BIDDER'S BOOKS AND RECORDS AS RELATE TO GOODS, SERVICES, MATERIALS AND/OR SUPPLIES FURNISHED CITY DURING THE TERM OF ANY CONTRACT RESULTING BETWEEN BIDDER AND CITY PURSUANT TO THIS BID.

AMERICANS WITH DISABILITIES ACT:

THE CONTRACTOR SHALL TAKE THE NECESSARY ACTIONS TO ENSURE ITS FACILITIES AND EQUIPMENT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. 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 CONTRACTOR. UNDER NO CIRCUMSTANCES WILL CONTRACTOR CONDUCT ANY ACTIVITY WHICH IT DEEMS TO NOT BE IN COMPLIANCE WITH THE ADA.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

- (1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX OR NATIONAL ORIGIN, EXCEPT WHERE RELIGION, SEX OR NATIONAL ORIGIN IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISION OF THIS NON-DISCRIMINATION CLAUSE.
- (2) THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYMENT PLACED BY OR ON BEHALF OF THE CONTRACTOR, WILL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.
- (3) NOTICES, ADVERTISEMENTS AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

B. THE CONTRACTOR WILL INCLUDE THE PROVISION OF THE FOREGOING PARAGRAPHS OF THIS SECTION IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AWARD OF BID:

THE BID SHALL BE AWARDED TO THE FIRM WHOSE PROPOSAL IS RESPONSIVE TO THE BID AND IS MOST ADVANTAGEOUS TO THE CITY, CONSIDERING THE FACTORS IDENTIFIED IN THE BID AND SECTION 406E OF TITLE 6, THE PURCHASING ORDINANCE SET FORTH BELOW:

E. AWARD OF CONTRACT.

1. AUTHORITY OF MAYOR. THE MAYOR SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS WITHIN THE PURVIEW OF THIS CHAPTER.
2. LOWEST SECURE BIDDER. CONTRACTS SHALL BE AWARDED TO THE LOWEST SECURE BIDDER MEETING SPECIFICATIONS. IN DETERMINING "LOWEST SECURE BIDDER", IN ADDITION TO PRICE, THE FOLLOWING FACTORS SHALL BE CONSIDERED:

- A. THE ABILITY, CAPACITY AND SKILL OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE REQUIRED;
- B. WHETHER THE BIDDER CAN PERFORM THE CONTRACT OR PROVIDE THE SERVICE PROMPTLY OR WITHIN THE TIME SPECIFIED, WITHOUT DELAY OR INTERFERENCE;
- C. THE CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE AND EFFICIENCY OF THE BIDDER;
- D. THE QUALITY OF PERFORMANCE OF PREVIOUS CONTRACTS OR SERVICES;
- E. THE PREVIOUS AND EXISTING COMPLIANCE BY THE BIDDER WITH LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE;
- F. THE SUFFICIENCY OF THE FINANCIAL RESOURCES AND ABILITY OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE;
- G. THE QUALITY, AVAILABILITY AND ADAPTABILITY OF THE SUPPLIES OR CONTRACTUAL SERVICES TO THE PARTICULAR USE REQUIRED;
- H. THE ABILITY OF THE BIDDER TO PROVIDE FUTURE MAINTENANCE AND SERVICE FOR THE USE OF THE SUBJECT OF THE CONTRACT, AND;
- I. WHERE AN EARLIER DELIVERY DATE WOULD BE OF GREAT BENEFIT TO THE REQUISITIONING AGENCY, THE DATE AND TERMS OF DELIVERY MAY BE CONSIDERED IN THE BID AWARD, AND;
- J. THE NUMBER AND SCOPE OF CONDITIONS ATTACHED TO THE BID.
- K. IF A POINT SYSTEM HAS BEEN UTILIZED IN THE BID SPECIFICATIONS, THE NUMBER OF POINTS EARNED BY THE BIDDER.

BID DOCUMENTS:

BIDDER SHALL RETURN ALL BID DOCUMENTS INTACT EXACTLY AS FURNISHED IN ITS ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. PRINTING YOUR NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

BIDDER:

THE CONTRACTOR SHALL HAVE A FORMAL, WRITTEN SAFETY PROGRAM AND PROVIDE A COPY OF THAT PROGRAM ALONG WITH ITS BID.

THE SUCCESSFUL BIDDER WILL BE A CONTRACTOR FAMILIAR WITH THIS TYPE OF WORK AND WHO HAS THE NECESSARY EQUIPMENT AND PERSONNEL TO PERFORM THE WORK WITHIN THE TIMES SPECIFIED. THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED.

THE SUCCESSFUL BIDDER WILL BE AN INDEPENDENT CONTRACTOR AND IN NO WAY CLASSIFIED AS A CITY OF TULSA EMPLOYEE.

CITY OF TULSA EMPLOYEES WILL NOT BE PERMITTED TO BID ON THIS CONTRACT OR WORK FOR THE AWARDED CONTRACTOR ON THIS CONTRACT.

CONTRACTORS WHO HAVE NOT PREVIOUSLY PERFORMED THIS TYPE OF WORK FOR THE CITY OF TULSA MAY BE REQUIRED TO PROVIDE REFERENCES OF PAST WORK, LISTS OF EQUIPMENT AND PERSONNEL.

THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL LAWS AND ORDINANCES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CHARACTER AND ACTIONS OF ITS EMPLOYEES AT ALL TIMES WHILE WORKING ON THIS CONTRACT. ANY DISRESPECTFUL OR DISCOURTEOUS ACTIONS TOWARD THE PUBLIC WILL NOT BE TOLERATED.

THE WORK MAY NOT BE SUB-CONTRACTED TO ANY OTHER COMPANY OR INDIVIDUAL WITHOUT REQUESTING SUCH IN WRITING AND RECEIVING PRIOR WRITTEN CONSENT FROM THE PUBLIC WORKS DEPARTMENT, STREET MAINTENANCE DIVISION, PLANNING AND CONTRACTS MANAGER.

ANY SUB-CONTRACTOR PERMITTED WILL HAVE THE SAME INSURANCE, LICENSING AND PERFORMANCE BOND, AND ALL OTHER REQUIREMENT OF THESE SPECIFICATIONS AS THE CONTRACT HOLDER.

WORK HOURS AND TRAFFIC CONTROL:

WORK HOURS SHALL BE AT THE DISCRETION OF THE CONTRACTOR PROVIDED THE OPERATION DOES NOT INTERFERE WITH NORMAL TRAFFIC, OR DISRUPT THE PUBLIC PEACE. INTERFERENCE WITH THE PUBLIC SHALL BE KEPT TO A MINIMUM. THE CONTRACTOR IS REQUIRED TO PROVIDE TRAFFIC CONTROL SIGNS FOR ALL WORK ON OR AFFECTING THE STREET RIGHT-OF-WAY AND TRAFFIC CONTROLS SHALL CONFORM WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE BID PRICE. **ALL CONTRACTOR EMPLOYEES MUST WEAR SAFETY VESTS WHILE IN THE STREET RIGHT-OF-WAY. NOTE: NO MECHANIZED WORK WILL BE ALLOWED ON OZONE ALERT DAYS.**

EQUIPMENT: THE SUCCESSFUL BIDDER MUST HAVE THE NECESSARY EQUIPMENT TO PERFORM THE WORK, **INCLUDING AT LEAST TWO 38 TO 40 HORSEPOWER TRACTORS WITH A 5 OR 6 FOOT FLAIL MOWER. BIDDERS MUST SUBMIT A LIST OF THEIR EQUIPMENT WITH THEIR BID.**

DISCHARGE OF EMPLOYEES:

AN EMPLOYEE OF THE CONTRACTOR WHO IS STATIONED AT THE SITE OF THE WORK, AND SHOULD PROVE TO BE QUARRELSOME, DISHONEST, INCOMPETENT, OR INEXPERIENCED, OR SHOULD NOT WORK FOR THE GOOD OF THE JOB, SHALL, UPON WRITTEN NOTICE FROM THE PUBLIC WORKS/STREET MAINTENANCE INSPECTOR, BE REMOVED FROM THE JOB SITE BY THE CONTRACTOR AND REPLACED BY AN EMPLOYEE WITH PROPER QUALIFICATIONS.

PROCEDURE:

THE FOLLOWING PROCEDURE SHALL BE FOLLOWED AFTER AWARD OF THE CONTRACT:

- A. THE CITY AND THE CONTRACTOR WILL AGREE UPON AN OFFICIAL START DATE AND A LETTER OF AUTHORIZATION REFLECTING THAT DATE WILL BE SENT TO THE CONTRACTOR. THE CONTRACTOR WILL BE REQUIRED TO BEGIN WORK WITHIN 24 HOURS (EXCEPTING RAIN AND OZONE DAYS) OF THE START DATE AND TO COMPLETE ALL WORK WITHIN THE NEXT TEN (10) CALENDAR DAYS, EXCLUDING OZONE AND INCLEMENT WEATHER DAYS.
- B. THE CONTRACTOR WILL PERFORM THE AUTHORIZED WORK AND APPRISE THE CITY EACH MORNING **BY FAX** OF ITS PROGRESS ON A DAILY BASIS.
- C. THE CITY WILL PROGRESSIVELY INSPECT THE WORK AND NOTIFY THE CONTRACTOR WITHIN 24 HOURS, EXCLUDING WEEKENDS AND HOLIDAYS, OF ANY DEFICIENCIES. DEFICIENCIES MUST BE CORRECTED WITHIN 48 HOURS.
- D. THE CONTRACTOR WILL INVOICE THE CITY WHEN ALL WORK ON THAT AUTHORIZATION HAS BEEN COMPLETED, INSPECTED AND APPROVED.
- E. THE CITY WILL PROCESS PAYMENT UPON RECEIPT OF INVOICE AND INSPECTORS REPORT.

SPECIFICATIONS:

THE SITES TO BE MOWED ARE IDENTIFIED IN APPENDIX (A) TO THIS DOCUMENT. THERE IS NO GUARANTEED NUMBER OF MOWINGS, BUT IT IS ANTICIPATED THAT EIGHT TO TEN ANNUAL MOWINGS WILL BE AUTHORIZED. DEPENDING UPON CONDITIONS, ONLY PART OF THE LIST, OR INDIVIDUAL SITES MAY BE AUTHORIZED AT ANY GIVEN TIME. MOWING SHALL BE DONE ONLY UNDER PROPER WEATHER CONDITIONS. RUTTING OR OTHER DAMAGE TO SITES WILL NOT BE PERMITTED. WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

1. LITTER, STICKS, LIMBS AND ALL OTHER FORMS OF DEBRIS SHALL BE PICKED UP PRIOR TO AND AFTER MOWING AS NEEDED AND DISPOSED OF ACCORDING TO LAW. (LARGE AMOUNTS OF ILLEGALLY DUMPED MATERIAL WILL BE REMOVED BY CITY FORCES). ANY AFOREMENTIONED DEBRIS WHICH HAS BEEN MOWED OVER MUST BE REMOVED.
2. ALL VEGETATION SHALL BE CUT TO A MAXIMUM HEIGHT OF 2", OR LESS. NO TURF WILL BE SCALPED OR TALL STALKS LEFT STANDING. FINISHED MOWING MUST HAVE A NEAT, UNIFORM PROFESSIONALLY LANDSCAPED APPEARANCE.
3. THE AREAS AROUND GUARD RAILS, OVERPASSES, UNDERPASSES (INCLUDING RAILROADS) SIGNS, FENCES, TREES, PAVED SURFACES, DRAINAGE STRUCTURES OR OTHER IMPROVEMENTS SHALL BE HAND TRIMMED. USE OF HERBICIDES WILL NOT BE PERMITTED UNLESS AUTHORIZED IN WRITING.
4. GRASS SHALL BE EDGED TO THE **BACK** OF ALL CURBS AND PAVED STRUCTURES. "GUTTER GRASS" GROWING AT THE BASE OF ANY CURB MUST BE REMOVED.
5. GRASS OR DEBRIS GENERATED BY MOWING WILL BE REMOVED FROM STREETS AND OTHER PAVED STRUCTURES.
6. ANY DAMAGE TO TURF, CURBS, PERMANENT TREES, PUBLIC SIGNS OR OTHER ITEMS

MUST BE REPORTED IMMEDIATELY AND REPAIRED AND/OR RESTORED WITHIN 72 HOURS.

7. UNLESS OTHERWISE DIRECTED, THE CONTRACTOR WILL MOW IN THE SAME SEQUENCE EACH CYCLE.
8. VEGETATION ADJACENT TO DRAINAGEWAYS MUST BE TRIMMED TO WITHIN ONE FOOT OF THE FLOWLINE. ALL "CATTAILS" MUST BE TRIMMED TO A HEIGHT OF NOT MORE THAN SIX INCHES.
9. SINGULAR, INDIVIDUAL "NUISANCE" TREES AND BRUSH TWO INCHES IN DIAMETER OR LESS MUST BE REMOVED TO THE GROUND LINE.

SPECIAL CONSIDERATIONS

TREE PLANTINGS: BIDDERS ARE ADVISED AND ACKNOWLEDGE THAT TREES OR OTHER IMPROVEMENTS MAY BE PLACED UPON ONE OR MORE SITES AND THAT THESE IMPROVEMENTS WILL REQUIRE ADDITIONAL WORK UPON SAID SITES. BIDDERS AGREE TO MAINTAIN THOSE SITES TO THESE SPECIFICATIONS AT NO ADDITIONAL COMPENSATION.

PREVIOUSLY UNMAINTAINED SITES: SOME OF THESE SITES ARE OVERGROWN AND UNMAINTAINED. THE COST OF THE INITIAL CLEANUP MUST BE INCLUDED IN THE UNIT PRICE BID.

ADDITIONAL MOWING LOCATIONS: (NOT CONSIDERED IN AWARD OF BID): ADDITIONAL MOWING MAY BE AUTHORIZED AT ANY LOCATION WITHIN THE CITY OF TULSA. IF SPECIAL INSTRUCTIONS ARE REQUIRED, THEY WILL BE INCLUDED IN THE LETTER OF AUTHORIZATION. IF MOWING UNDER THE **PER ACRE** BID ITEM, THE CONTRACTOR AND THE CITY WILL AGREE ON AN AREA MEASUREMENT PRIOR TO COMMENCING WORK. MOWING PERFORMED ON A PER HOUR OR PER ACRE BASIS WILL CONFORM TO THE SPECIFICATIONS AND THE USE OF HERBICIDES WILL NOT BE PERMITTED UNLESS AUTHORIZED IN WRITING. IF MOWING UNDER THE HOURLY RATE, THE CONTRACTOR AND THE CITY WILL AGREE UPON THE APPROVED HOURS PRIOR TO MOWING, WHENEVER POSSIBLE. **ALL INVOICES CONTAINING HOURLY RATE WORK MUST BE ACCOMPANIED BY ORIGINAL, OR CERTIFIED COPIES OF, SITE SPECIFIC EMPLOYEE TIMESHEETS.** NEW PERMANENT SITES WILL BE MOWED ON THE PER HOUR BASIS THE FIRST MOWING. ALL SUBSEQUENT MOWINGS WILL BE PERFORMED ON A PER ACRE BASIS.

DELETION OF MOWING LOCATIONS: IF SITES ARE DELETED FROM THIS CONTRACT, PAYMENT WILL BE REDUCED BY THE BID UNIT PRICE PER SITE.

**APPENDIX A
INTERSTATE OUT PARCELS
AND MISCELLANEOUS SITES AND MEDIANS
TAC 565**

**I-244 EAST OUT PARCELS
WEST BOUND NORTH SIDE (EAST TO WEST)**

		BID PRICE
1.	213 N. 91st E. Ave., dead-end to south	_____
2.	E. Easton St. - N. Memorial Dr. west to N. Sheridan Rd. south side	_____
3.	E. Easton St. - N. Sheridan Rd. west to 6010 E. Easton St.	_____
4.	127 N. Kingston Ave., dead-end to south	_____
5.	115 N. Joplin, dead-end and lot to south	_____
6.	N. Irvington Ave. and E Archer St., southeast corner	_____
7.	N. Hudson Ave. and I-44, northeast quadrant	_____
8.	North side and under I-244 bridge over N. Hudson Ave and E. Admiral Pl. from N. Hudson Ave. west to tracks and south to E. Admiral Pl., north line aligns with bridge deck and approximately 10 feet to north of bridge.	_____
9.	E. Admiral Blvd., west from 5329 to 4917 east side	_____
10.	E. Admiral Blvd., south side 4621 west to N. Sandusky Ave.	_____
11.	N. Pittsburg Ave. and I-244, northeast quadrant	_____
12.	E. Admiral Blvd., south side, N. Pittsburg Ave. west to dead-end at N. New Haven Ave.	_____
13.	24 S. Louisville Ave., R.O.W. across from 24 S. Louisville including dead-end.	_____

- 14. 24 S. Knoxville Ave., dead-end, east and south

- 15. S. Jamestown Ave., dead-end at pedestrian I-244 bridge

- 16. N. Indianapolis Ave., dead-end at I-244

- 17. E. Admiral Blvd., south side, S. Harvard Ave. west to S. College Ave. (includes dead-end at S. College Ave.)

- 18. E. Admiral Pl., south side 2868 west to N. Delaware Ave.

- 19. E. Admiral Pl., south side, N. Delaware Ave. west to N. Lewis Ave.

- 20. E. Admiral Pl., south side, N. Lewis Ave. west to N. Utica Ave.

- 21. E. Admiral Blvd., south side, N. Utica Ave. west to N. Peoria Ave.

**I-244 EAST OUT PARCELS
EAST BOUND, SOUTH SIDE (WEST TO EAST)**

- 22. E. 1st St., north side, S. Owasso Ave. east to S. Peoria Ave.

- 23. E. 1st St., north side, S. Peoria Ave. east to S. Utica Ave.

- 23. E. 1st St., north side, S. Utica Ave. east to bottom of onramp to Eastbound I-244

- 24. E. Admiral Blvd., north side, alley and dead-end between N. Xanthus Ave. and N. Yorktown Ave.

- 25. #8 N. Yorktown Ave., dead-end, guardrail

- 26. #10 N. Zunis Ave., dead-end, guardrail

- 27. #12 N. Gillette Ave., dead-end, (60' long)

- 28. Alley paralleling south freeway fence north side, N. Lewis Ave. east to end

- 29. E. Admiral Blvd., north side, from 100' west of S. Atlanta Ave. east to S. Delaware Ave.

- 30. E. Admiral Blvd., north side, S. Delaware Ave. east to S. College Ave.

- 31. E. 1st St., north side, S. College Ave. east to S. Harvard Ave.

- 32. 108 S. Indianapolis Ave., dead-end northeast

- 33. 107 S. Jamestown Ave., dead-end west

- 34. E. 1st St. , north side from I-244 pedestrian bridge at S. Jamestown Ave. east to S. Louisville Ave.

- 35. E. 1st St., walk way from S. Louisville Ave east to S. Louisville Pl.

- 36. E. 1st St., north side S. Louisville Pl. east to S. Pittsburg Ave.

- 37. E. 1st St. and S. Pittsburg Ave., northeast corner

- 38. 19 S. Sandusky Ave., dead-end northwest

- 39. 20 S. Toledo Ave., dead-end northeast

- 40. 10 S. Urbana Ave., dead-end northeast

- 41. 31 S. Vandalia Ave., dead-end northwest

- 42. E. 2nd St., north side S. Allegheny Ave. east to S. Darlington Ave.

- 43. S. Fulton Ave., dead-end north of E. 2nd St.

- 44. Southwest quadrant, I-244 bridge over E. Admiral Pl. west of railroad track including triangle east of tracks north to E. Admiral Pl.

- 45. Southeast quadrant, I-244 bridge over E. Admiral Pl. east of N. Hudson Ave.

46. E. Archer St. north side, N. Lakewood Ave. east to N. Sheridan Rd.

47. E. Archer St. north side, N. Sheridan Rd. east to N. 73rd E. Ave.

48. E. Archer St. north side from N. 91st E. Ave. east to 9118 E. Archer St.

**I-244 WEST OUT PARCELS
WEST FROM ARKANSAS RIVER TO 33rd W. AVE.**

49. From west bank of river, north side ROW. West and south to W. 17th St. includes area under bridge and west to utility poles along railroad ROW.

50. Service Road (east side) south from W. 17th St. to W. 31st St.

51. Southeast corner of Service Road and W. 31st St. and north side of W. 31st St. on east side of I-244

52. Southeast corner of 26th W. Ave. and Southwest Blvd. and south along freeway fence line to yellow posts at dead-end

53. Southeast corner of W. 40th Pl. off ramp and W. 40th Pl. (northeast quadrant of W. 41st St. bridge over railroad tracks)

54. Southwest corner S. 25th W. Ave. and Southwest Blvd.

55. W.38th Pl. and Southwest Blvd. (dead-end north)

56. S. Xenophon Ave. and Southwest Blvd (dead-end north)

57. W. 36th Pl. and Southwest Blvd., dead-end north and ROW along north side of Southwest Blvd to 3524 Southwest Blvd.

58. W. 35th St. and Southwest Blvd, dead-end west

- 59. S. Rosedale Ave., west side, from W. 25th St. north along ROW fence to Southwest Blvd. and W. 24th ST.
- 60. S. Rosedale Ave., west side ROW from W. 22nd St. north to north side of W. 21st St.
- 61. W. 20th St. and Southwest Blvd., dead-end west
- 62. W. 19th St. and Southwest Blvd., dead-end west
- 63. W. 18th St. and Southwest Blvd., dead-end west
- 64. From W. 17th St., north under I-244 and along west side of Southwest Blvd. to Arkansas River

I-44 OUT PARCELS
145TH E. AVE. WEST TO S. 38TH W. AVE (NORTH SIDE)

- 65. From west line of 12109 E. Skelly Dr. west to Super 8 east property line (north side ROW)
- 66. E. Skelly Dr., north side, from 5700 block, west to S. Yale Ave.
- 67. E. Skelly Dr., north side, S. Yale Ave. west to S. Toledo Ave.
- 68. E. Skelly Dr., north side, S. Pittsburg Ave. west to S. Knoxville Ave.
- 69. 2537 E. Skelly Dr. south
- 70. E. Skelly Dr., north side, S. Utica Ave. west to 1383 E. Skelly Dr.
- 71. E. Skelly Dr., north side, S. Peoria Ave. west to S. Detroit Ave.
- 72. E. Skelly Dr., north side, S. Detroit Ave. west to S. Boston Ave.

73. W. 51st St., north side ROW, west from Arkansas River Bridge to railroad bridge, including northeast and northwest corners of S. Elwood Ave. to approximately 4' behind barrier curb and guardrails south under bridge around to Southside Treatment Plant east property line.

74. Southwest radius ROW of W. 51st St. and S. Olympia Ave., south side

75. Southeast and southwest corners of W. 51st St. at S. Waco Ave. ramp, ROW only

76. W. 51st St. and S. 31st W. Ave., dead-end south

77. W. 51st St. and S. 32nd W. Ave., dead-end south

78. W. 51st St. and S. 34th W. Ave., dead-end south

79. W. 51st St. and S. 36th W. Ave., dead-end south

80. W. 51st St. and S. 37th W. Ave., dead-end south

81. W. 51st St. and S. 38th W. Ave., southeast corner

**I-44 OUT PARCELS
EASTBOUND FROM S. 38TH W. AVE. EAST TO 145TH E.
AVE.**

82. W. Skelly Dr. and S. 38th W. Ave., northeast corner ROW to north and under bridge

83. EB I-44 Service Road, S. 36th W. Ave. to S. 37th W. Ave. south side ROW

84. Southeast corner S. 33rd W. Ave. and W. Skelly Dr. and ROW east to maintained area.

85. W. Skelly Dr. and S. Union southwest corner to end of guardrails and to toe of slope.

86. W. Skelly Dr. and S. Union Ave. southeast corner south on eastside of S. Union to driveway @ Trailer Park including guardrails and to toe of slope. East on southside W. Skelly Dr. to approximately 4' behind guardrails to 920 W. Skelly Dr.

87. W. Skelly Drive, south side ROW to top of slope from the Pepsi Plant east to west side of entrance to Southside Treatment Plant and south to bridge and from east side of entrance to end of wrought iron fence

88. 1747 S. 101 E. Ave., dead-end north and west (Police Motorcycle Garage)

89. E. Skelly Dr., south side ROW, east from 12358 E. Skelly Dr. to 129th E. Ave.

IDL OUT PARCELS

90. W. Fairview St. & Tisdale Expressway – West side of Tisdale south of W. Fairview, south to W. Edison St., west to N. Guthrie Ave., east to N. Denver Ave. north side ROW.

91. W. Edison St. & N. Frisco Ave. – Southeast corner and south to dead-end

92. W. Brady St. & N. Maybelle Ave. - East side from dead-end north of W. Brady St. to W. Admiral Blvd.

93. S. Nogales Ave. – W. 1st St. to W. 2nd St., east side

94. W. 3rd St. – I-244 & 75 South overpass north side of 3rd St.

95. W. 3rd St. – I-244 & 75 South overpass south side of 3rd St. under overpass

96. W. 2nd St. – I-244 & 75 South offramp, under overpass W. 1st St. to W. 3rd St.

97. W. 1st St. & S. Guthrie Ave. – North side onramp along railroad ROW & south side curb of W. 1st St.

98. N. Lawton Ave. – W. 1st St. to W. Archer St., west side

- 99. W. 1st St. & Heavy Traffic Way – South side onramp & ROW Heavy Traffic Way

- 100. W. 12th St. – South side, Southwest Blvd to S. Indian Ave.

- 101. W. Archer St. & N. Lawton Ave. – Northwest corner

- 102. W. 12th St. – North side S. Indian Ave. to east of S. Guthrie Ave.

- 103. W. 13th St. – North side W. 13th St. BA off ramp to S. Denver Ave.

- 104. W. 11th St. – South side from just west of S. Houston Ave.

- 105. 500 W. 11th St. – South side

- 106. IDL - Southeast interchange, from south side of E.11th St. to north side of E. 15th St., to include southbound S. Cincinnati Ave. overpass to E. 17th St., both sides. From east side of S. Denver Ave., east to west side of S. Peoria Ave.

- 107. IDL, south leg, west side of S. Denver Ave., to SW Blvd., both sides

- 108. S. Madison Ave. – West side 800 to 600 south including south slopes of E. 6th St. overpass

- 109. S. Madison Ave. – West side 600 to 100 north @ Archer St.

- 110. S. Lansing Ave. – East side 100 to 700

- 111. E. Archer St. – I-244 to E. Archer St. bridge over US 75 North, both sides and under all I-244 bridges and slopewalls from northside of Westbound I-244 bridge south to northside mainline railroad tracks and west to gore point of spur and mainline; east along south wall of eastbound I-244 bridge and south to northside mainline tracks.

- 112. E. Cameron St. – South side 600 to 700 east including overpass slopes

- 113. E. Cameron St. – North side N. Greenwood Ave., to N. Elgin Ave.

- 114. E. Easton St. – North side N. Detroit Ave. to N. Cincinnati Ave.

- 115. IDL north leg, northside from 519 N. Boulder Ave. east to 520 N. Main St.

- 116. E. Admiral Pl. – N. Peoria Ave. to N. Utica Ave., north side.

- 117. E. 1st St. – S. Peoria Ave to S. Utica Ave. south side

- 118. E. 1st St. - North side S. Peoria Ave., west to S. Owasso Ave.

- 119. E. Admiral Pl. - South side S. Peoria Ave. west to S. Norfolk Ave. including slopewalls, small triangular median and under Westbound I-244 overpass @ S. Norfolk Ave.

MISCELLANEOUS SITES AND MEDIANS

- 120. N. 57th W. Ave. E. Edison Ave. to W. Newton St., to N. 53rd W. Ave., to W. 28th St. North

- N. Peoria Ave., E. Mohawk Blvd. To E. 46th St. North, both sides

- 122. S. Union Ave. and Charles Page Blvd., NWC

- 123. Gilcrease Museum Rd. and W. Easton Ct., SWC, to W. Easton Pl.

- 124. N. Cincinnati Ave., E. Independence St. to E. Latimer St., both sides, retaining wall areas & ROW

- 125. W. Apache St. and E. Mohawk Blvd., NEC

- 126. E. Dawson Road, N. Lewis Ave., to N. Harvard Ave., south side

- 127. E. 32nd St. North, ROW, SS, N. Harvard Ave., west to end of RR ROW

- 128. E. Mohawk Blvd. And N. Gary Ave.

- 129. 2932 N. Lewis Ave., 3 lots north of

- 130. 2212 E. 10th St., west of , RR ROW, south to E. 11th St.

- 131. 2116 S. Delaware Court, Cul-de-sac north of

- 132. S. Jackson Ave., W. 20th St. to W. 21st St., west side, ROW

- 133. S. Jackson Ave., W. 21st St. to W. 23rd St., east side

- 134. W. 23rd St. and S. Olympia Ave., north & south ends of pedestrian overpass

- 135. 4500 S. 30th W. Ave., west side ROW

- 136. E. 71st and S. Atlanta Ave., NWC, west to end of wall

- 137. 7100 S. College Ave., west side, south from E. 71st St. to private drive

- 138. Riverside Drive, E. 81st St. to E. 91st St., east side

- 139. E. 91st St. and S. Riverside Drive, NEC

- 140. S. Delaware Ave., 8800 to 9100, W.S. ROW

- 141. 7130 S. Quincy Ave., west of

- 142. 7119 S. Pittsburg Ave., south side of driveway, south to Planters

- 143. E. 111th St., from 4504 E. 111th, east to Yale Ave.

- 144. E. 131st St., S. Sheridan, west to Arkansas River

- 145. E. 51st St., east of Mingo Valley Expressway, south side between RR tracks and equipment company to east, including guardrail

- 146. E. 51st St., west of Mingo Valley Expressway, north side from RR tracks to west

- 147. E. 61st St. and Mingo Valley Expressway (5)

- 148. E. 71st St. and Mingo Valley Expressway (2)

- 150. 6536 E. Skelly Drive, ditch area and ROW in front of and RR ROW east of

- 151. 3183 S. 76th E. Ave., LOT

- 152. 10728 E. Skelly Dr. (1)

- 153. N. Mingo Road, west side, from south line of Air Force Plant #3, north to Fire Station #31

- 154. Port Road, south side, N. Sheridan Rd., west to west end of guardrail

- 155. E. 46th St. North, N. Mingo Road to Mingo Valley Expressway

- 156. N. Garnett Road, E. 36th St. to E. 46th St. North, east side
