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**TULSA COUNTY**  

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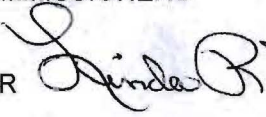
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**PURCHASING  
DEPARTMENT**

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# MEMO

DATE: AUGUST 5, 2015  
TO: BOARD OF COUNTY COMMISSIONERS  
FROM: LINDA R. DORRELL  
PURCHASING DIRECTOR   
SUBJECT: ADDENDUM # 1- TAEMA STORAGE FACILITY

ON JULY 20, 2015, THE NOTICE TO BIDDERS WAS MAILED FOR THE BID FOR A TAEMA STORAGE FACILITY. THIS BID IS DUE TO OPEN ON THE 17<sup>TH</sup> DAY OF AUGUST, 2015, WITH BIDS TO BE RECEIVED UNTIL 4:00 P.M. ON THE 14<sup>TH</sup> DAY OF AUGUST, 2015.

THIS ADDENDUM IS TO PROVIDE GENERAL CONDITIONS AND ADDITIONAL CONTRACT DOCUMENTS TO THE PLANS AND SPECIFICATIONS (ATTACHED).

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/tah

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE AUGUST 10, 2015 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO  
COMMISSIONER KAREN KEITH  
COMMISSIONER RON PETERS  
MICHAEL WILLIS, CHIEF DEPUTY  
VICKI ADAMS, CHIEF DEPUTY  
ROGER JOLIFFE, DIRECTOR, TAEMA



July 31, 2015

**Addendum No. 1  
TULSA AREA EMERGENCY MANAGEMENT AGENCY  
STORAGE FACILITY**

**NOTICE:**

This Addendum No.1, issued by BKL, Inc. 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. **Acknowledge receipt of this Addendum in appropriate space on bid proposal form.**

This Addendum No. 1 consists of the following:

**SPECIFICATION CLARIFICATIONS**

- 1) Add attached **Section 00797 General Conditions** to documents.
- 2) This project is tax exempt.
- 3) Owner purchases building permit. Contractor is responsible for everything else.
- 4) A Fire Marshalls permit is not required.
- 5) There is no code requirement for fire alarm or sprinkler system.

**DRAWING CLARIFICATIONS**

- 1) Sheet A1:  
Room Finish Schedule:  
Floor sealer to be  
"Seal Hard", L & M Construction Chemicals, Inc. 1-800-362-3331 or equal.
- 2) Sheet S1, Detail 2:
  - a. Granular fill is 6" Type A aggregate
  - b. Vapor barrier to be Stego, ASTM-E1745 Class B or equal. Tape as recommended by manufacturer.

**END OF ADDENDUM**

DOCUMENT 00797

GENERAL CONDITIONS

OF THE CONTRACT FOR CONSTRUCTION

AIA A201-2007 General Conditions of the Contract for Construction are hereby incorporated into these documents by reference. THE AMERICAN INSTITUTE OF ARCHITECTS DOCUMENT A201-2007, the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, Copyright ©2007, is modified for this contract as follows:

*Deletions from AIA A201 are indicated by ~~strike-through~~ of text, and modifications to, and additions to AIA A201 are indicated by **bold text**.*

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order or a Change Proposal Request, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instruction to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. **Although not indicated, Work includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.**

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 **Material designations or details not specifically shown shall either match existing or be similar in finish, material or quality to similar adjacent conditions.**

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1.1 **In event of inconsistency between portions of Contract Documents or within Contract Documents; Contractor shall provide better quality or greater quantity of Work, or comply with more stringent requirement, either or both in accordance with Architect's interpretation.**



### 3.7 PERMITS, FEES AND NOTICES

**3.7.1.1 Owner will secure and pay for building permit. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of Work which are customarily secured after execution of Contract and which are legally required when bids are received or Contract is executed.**

## ARTICLE 7 CHANGES IN THE WORK

### 7.1 GENERAL

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, **Change Proposal Request**, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order or **Change Proposal Request** shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, **Change Proposal Request**, Construction Change Directive, or order for a minor change in the Work.

### 7.2 CHANGE ORDERS AND CHANGE PROPOSAL REQUESTS

**7.2.2 A Change Order will be a compilation of approved Change Proposal Requests.**

**7.2.3 Change Proposal Request (CPR) defines proposed changes in the Work, and is prepared and forwarded to Contractor by Architect.**

**7.2.4 Upon receipt of a Change Proposal Request, Contractor and Subcontractors shall review and evaluate the scope of the changes, and if any potential impact on Project is determined, shall notify Owner immediately. If there is a potential impact, the Owner may direct Contractor to stop Work in area affected by change to minimize the cost impact, or may direct Contractor to proceed with the change.**

**7.2.5 Contractor shall submit proposal within 21 days after receipt of a Change Proposal Request, in such form as the Architect may prescribe, and an itemized accounting together with appropriate supporting data to substantiate adjustments in Contract Sum and/or Contract Time, if any.**

**7.2.6 All proposals shall be accompanied by a complete itemization to substantiate any costs, including; labor, materials, equipment and Subcontractors. Subcontractors and suppliers cost itemization shall also be provided. Method used to determine an adjustment in Contract Sum shall be limited to the following:**

- .1 Labor Wages: Itemized by each craft involved, indicating hourly rate for each and hours required (including vacation), excluding premium pay, paid to employees directly engaged in Work. Rates shall be the actual rate paid the workman in accordance with established management labor agreements.**
- .2 Labor Burden: Percent of actual wages for each craft includes: Mandatory fringe benefits required by established agreements; Health and Welfare, Pension, Apprenticeship and other required programs, Social Security, and Unemployment Insurance.**
- .3 Subsistence and/or Mileage: If in union agreements.**
- .4 Materials and Equipment: Materials incorporated in Work at Contractor's actual invoice cost, including freight, excluding state sales tax. Indicate unit rates and units required.**
- .5 Overhead and Profit: 15 percent of net increase of labor and material for work performed by own forces. Includes, but not limited to: estimating; field supervision above foremen level superintendents, assistant superintendents, general foremen, engineers, accountants, timekeepers, office managers, and others on staff; office supplies; drinking water; temporary heat, temporary cooling, light and power; field toilets; small tools; record documents; and other cost of materials and/or equipment not incorporated in Work or directly associated with**



Work, including home office costs.

- .6 Directed Premium Time on Contract Work: Actual premium portion of wages for original contract Work which the Contractor was directed by Owner to be performed other than normal working hours, including; Social Security Taxes, Unemployment Insurance, and Union Fringe Benefits if required by Union Agreements, without overhead and profit mark-up.
- .7 Major Construction Equipment:
  - .7.1 Contractor Owned: Cost not to exceed 85 percent of current prevailing rates for rental of appropriate equipment for job and time period of use.
  - .7.2 Leased: Contractor's reasonable invoiced cost, (except lease-purchase Contractor equipment which is considered "Contractor owned").
- .8 Subcontractor Cost: Quoted in same manner prescribed for Contractor.
- .9 Overhead and Profit on Subcontractor's Work: 10 percent on net increase of Subcontractor's Work.
- .10 Bond and Insurance: Actual amount to be paid to surety and insurance carrier by Contractor.

7.2.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.2.8 Only delay impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time. If proposals include a change in time, the Contractor shall substantiate the number of days. An estimate of probable effect of delay on of the Work progress and project schedule shall be included to substantiate potential delay, including a comparison of Project Construction Schedule and schedules prepared to substantiate a change in time, indicated in CPM format both critical and non-critical path activities affected, and show Project Construction Schedule and change sequences, durations and float.

7.2.9 Owner shall have the right within its sole discretion to require Contractor to commence performance of changes to Work based on Change Proposal Request prior to the submission by Contractor of cost proposal, or Owner's approval of the proposal. In such case, Contractor shall proceed with Work upon receipt of a Construction Change Directive from Owner, and thereafter submit to Owner and Architect as soon as possible any cost proposal required for approval.

7.2.10 A Change Proposal Request signed by Contractor and Owner indicates agreement therewith, and shall be considered a Change Order as stipulated in Subparagraph 7.2.1. Contractor is authorized to proceed with the change after Owner approval of the Change Proposal Request.

7.2.11 Construction Change Directive may be prepared if change is to be made, but Contractor's proposal is not acceptable, or to expedite the change.

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- ~~1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;~~
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- ~~3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;~~
- ~~4 As provided in Subparagraph 7.3.7; or~~
- .5 As described in 7.2 Change Proposal Requests

~~7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.7 shall be limited to the following:~~

- ~~1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;~~
- ~~2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;~~



- ~~.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;~~
- ~~.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and~~
- ~~.5 additional costs of supervision and field office personnel directly attributable to the change.~~

## ARTICLE 8 TIME

### 8.3 DELAYS AND EXTENSIONS OF TIME

~~8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~

**8.3.3 If Contract Time is extended pursuant to Article 7 or 8, such extension shall be exclusive remedy of Contractor, and said Contractor shall not be entitled to recover damages from Owner or Architect.**

**8.3.4 Owner's exercise of any of its rights under ARTICLE 7 - CHANGES IN THE WORK regardless of the extent of number of such changes, or requirement of correction or re-execution of defective work, or extent of number of Architect's interpretations or clarifications of the Contract Documents, shall not under any circumstances be construed as neglect or intentional interference with Contractor's performance of the Work.**

## ARTICLE 9 PAYMENTS AND COMPLETION

### A. 9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents, or
- .8 failure to comply with the approved Project construction schedule;**
- .9 erroneous estimates by the Contractor of the values of the Work performed; or**
- .10 the existence of any event of default under the Contract Documents.**

### 9.11 LIQUIDATED DAMAGES

#### 9.11.1 None

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.3 HAZARDOUS MATERIALS

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

10.4 EMERGENCIES

10.4 In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.2.

ARTICLE 11 INSURANCE AND BONDS

11.1.5 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:

- (a) State: Statutory
- (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries): Statutory
- (c) Maritime: \$ 0.00
- (d) Employer's Liability: \$ STATUTORY each accident  
\$ STATUTORY disease, policy limit  
\$ STATUTORY disease, each employee
- (e) Benefits required by union labor contracts: As applicable

2. Comprehensive or Commercial General Liability (including Damage):

- (a) Bodily Injury: \$ 1,000,000.00 each occurrence  
\$ 2,000,000.00 aggregate
- (b) Property Damage: \$ 1,000,000.00 each occurrence  
\$ 2,000,000.00 aggregate
- (c) Products and Completed Operations Insurance to be maintained for a minimum period of ONE year after final payment:

(d) Property Damage Liability Insurance shall include coverage for the following hazards:

- 1) X (Explosion).
- 2) C (Collapse).
- 3) U (Underground).

(e) Broad Form Property Coverage shall include Completed Operations.

3. Contractual Liability:

- (a) Bodily Injury: \$ 1,000,000.00 each occurrence
- (b) Property Damage: \$ 1,000,000.00 each occurrence  
\$ 2,000,000.00 aggregate

4. Personal Injury, with Employment Exclusion deleted:

\$ 1,000,000.00 aggregate

5. If the General Liability coverages are provided by a Commercial Liability policy, the:

- (a) General Aggregate shall be not less than \$ 1,000,000.00 and it shall apply, in total, to this Project only.



- (b) Fire Damage Limit shall be not less than \$ 50,000.00 on any one Fire.
- (c) Medical Expense Limit shall be not less than \$ 5,000.00 on any one person.
- 6. Umbrella Excess Liability:        \$ 5,000,000.00 over primary insurance.  
  \$ 5,000,000.00 retention for self-insured hazards each occurrence.
- 7. Business Auto Liability (including owned, non-owned and hired vehicles):
  - a. Bodily Injury:        \$ 1,000,000.00 each person  
                                  \$ 1,000,000.00 each accident
  - b. Property Damage:   \$ 1,000,000.00 each occurrence
- 8. Umbrella Excess Liability:
  - \$ 5,000,000.00 over primary insurance.
  - \$ 5,000,000.00 retention for self-insured hazards each occurrence.

ARTICLE 15 CLAIMS AND DISPUTES

15.1.5 CLAIMS FOR ADDITIONAL TIME

15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. ~~The Contractor's Claim shall include an estimate of cost and of probably effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.~~

15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such person; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit ~~except anticipated profit arising directly from the Work.~~

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

END OF DOCUMENT