

PUBLIC WORKS
Engineering

DATE:
December 11, 2023

TO:
Plan Holders

Contractors

FROM:
Jenna Richardson

918-596-9637

jennarichardson@cityoftulsa.org

EMAIL TRANSMITTAL


ADDENDUM NO. 1

**PROJECT NO. SP 22-14 EXTERIOR RENOVATION WATER
DISTRIBUTION SATELLITE OFFICE**

Number of pages: **13**

Please email a signed cover sheet to kteel@cityoftulsa.org
as acknowledgement of receipt.

Thank you,



Signature

Lowry Construction Services, Inc.
Company

12/11/2023
Date

1898 * 1898

TUL * USA



PUBLIC WORKS
Engineering

DATE:
December 11, 2023

**ADDENDUM NO. 1
TO
PROJECT NO. SP 22-14 EXTERIOR RENOVATION WATER DISTRIBUTION
SATELLITE OFFICE**

This Addendum No.1 consisting of (5) Items, submitted BKL, Inc. and (2) Items, submitted City of Tulsa 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 entire Addendum shall be attached to the Index Sheet of the Contract Documents recorded on page P-4a of the proposal 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:

1. Please replace Instructions to Bidders with the attached.
2. Delete the existing bid proposal form in its entirety and replace with the revised Bid Proposal located at:
<https://www.cityoftulsa.org/government/departments/public-works/engineering-services/construction-bids/>
3. The attached documents list the detailed items that have been modified in Addendum No. 1. These documents shall be inclusive and apply to this project.

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

CITY OF TULSA


Paul D. Zachary, P.E.
Deputy Director

HAS/SR/JR/kt



ADDENDUM NO. 01
City of Tulsa
Water Distribution Satellite Office. Project Number: SP22-14
December 11, 2023

NOTICE TO BIDDERS

This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement. The date for receipt of bids is unchanged by this Addendum and is at the same time and location. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

CHANGES/CLARIFICATIONS TO PROJECT MANUAL

None.

CHANGES/CLARIFICATIONS TO DRAWINGS

- Sheet G1-01. Item number 11 on pay quantities is to be a unit of square feet.
- Sheet A1-02. Keynote Clarification: Replace "reinforcement mesh" with "high-impact reinforcement mesh"
- Sheet A2-01. Wall section note Clarification: Replace "reinforcement mesh" with "high-impact reinforcement mesh"
- Sheet A2-02. Detail 1. Disregard membrane flashing thickness note, refer to specifications for Membrane thickness.

ADDITIONAL QUESTIONS/RESPONSE

Q: Please verify that the ½" coverboard specified will meet the warranty requirements of up to 2" hail. Typically, 5/8" coverboard is required to meet the 2" hail rating.

A: Example: 1/2" densdeck prime cover board is acceptable for the 2" hail rider as long as you are using a 115 fleeceback TPO.

verify with manufacturer that assembly selected for bid meets 2" hail warranty

ATTACHMENTS

None.

END

INSTRUCTIONS TO BIDDERS**B-1. BIDS.**

Each bid Proposal shall be completed electronically on the electronic media provided, then printed, signed, and submitted along with the electronic media and the complete bound copy of the contract documents. In the event of a discrepancy between the pricing on the electronic media and hard copy of a Proposal, the hard copy pricing will govern. If electronic media is not provided and the bid Proposal is manual, the bid Proposal shall be submitted in ink. The written words shall govern over the figures if there is a difference between the two. No alterations, additions, or erasures shall be made on the Proposal. Erroneous entries shall be lined out, initialed by the bidder, and the correct entry inserted. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment, and apparatus of every description to construct, erect, and furnish all work required by and in conformance with the Drawings and Specifications.

Each bid shall be enclosed in a sealed envelope addressed to the Tulsa Metropolitan Utility Authority, c/o City of Tulsa, 175 E. 2nd Street, Room 260, City Hall, Tulsa, Oklahoma identified on the outside with the words:

PROJECT NO. SP 22-14 EXTERIOR RENOVATION WATER DISTRIBUTION SATELLITE OFFICE

Pre-qualification Certificate Number _____.

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

All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted.

B-2. BID SECURITY.

Each bid shall be accompanied by a cashier's check, a certified check, or a bidder's bond, in the amount of five percent (5%) of the total amount bid.

The bid security shall be made payable, without condition, to the Tulsa Metropolitan Utility Authority, Tulsa, Oklahoma, hereinafter referred to as the Authority. The bid security may be retained by and shall be forfeited to the Authority as liquidated damages if the bid is accepted, a contract based thereon is awarded, and the bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within thirty (30) days after such award is made by the Authority.

B-3. RETURN OF BID SECURITY.

The bid security of each unsuccessful bidder will be returned when his bid is rejected. The bid security of the bidder to whom the contract is awarded will be returned when he executes a contract and files satisfactory bonds. The bid security of the second lowest responsible bidder may be retained for not to exceed

sixty (60) days pending the execution of the contract and bonds by the successful bidder.

B-4. WITHDRAWAL OF BIDS.

No bidder may withdraw his bid for **sixty (60)** days after the date and hour set for the opening. A bidder may withdraw his bid any time prior to expiration of the period during which bids may be submitted by making a written request signed in the same manner and by the same person who signed the Proposal.

B-5. REJECTION OF BIDS.

Bids received more than **ninety-six (96)** hours, before the time set for opening bids, excluding Saturdays, Sundays, and Holidays, as well as bids received after the time set for opening bids, will not be considered and will be returned unopened.

The Tulsa Metropolitan Utility Authority reserves the right to reject any and all bids when such rejection is in the best interest of the Authority. All bids are received subject to this stipulation and the Authority reserves the right to decide which bidder shall be deemed lowest responsible bidder. A violation of any of the following provisions by the bidder shall be sufficient reason for rejecting his bid, or shall make any contract between the Authority and the Contractor that is based on his bid, null and void: divulging the information in said sealed bid to any person, other than those having a financial interest with him in said bid, before the bids have been opened; submission of a bid which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original proposal form, or which is not in compliance with the Instruction to Bidders and published Notice to Bidders, or which is made in collusion with another bidder. The Authority shall have the right to waive any immaterial defects or irregularities in any bid received.

B-6. DISQUALIFICATION OF BIDDERS.

No contract will be awarded to any person or persons, firm, partnership, company, or corporation which is in arrears to the Authority upon any debt of contract, or in default as surety or otherwise upon any obligation to the Authority.

B-7. SIGNATURE OF BIDDERS.

Each bid shall be properly signed with the full name of the company or individual submitting the bid, the bidder's address, and the name and title of all persons signing printed below their signature lines. Bids by partnerships shall be signed with the partnership name followed by the signature and title of one of the partners. Bids by corporations shall be signed with the name of the corporation followed by the signature and title of the president, vice president, chairman, or vice chairman of the Board of Directors with attestation by the corporate secretary or assistant corporate secretary. **Resolution must be dated no more than 30 days prior to date of signature of the contract/ bond etc.** Bids by joint ventures shall be signed by each participant in the joint venture. Bids by limited liability

companies shall be signed with the name of the limited liability company followed by the signature and title of the Manager or Managing Member. Bid by limited partnerships shall be signed with the name of the limited partnership followed by the signature of the general partner. Note: The signature requirements listed above are for Oklahoma entities; entities organized in other states must follow the law of the state in which they are organized.

A bid by a person who affixes to his signature the word "President", "Manager", "General Partner", "Agent", or other title, without disclosing the name of the company for which he is signing, may be held to be the bid of the individual signing.

B-8. INTERPRETATION OF CONTRACT DOCUMENTS.

If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the Engineer. The Authority will not be responsible for any other explanations or interpretations of the proposed contract documents.

B-9. LOCAL CONDITIONS AFFECTING WORK.

Each bidder shall visit the site of the work and shall completely inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. There will be no subsequent financial adjustment for lack of such prior information.

B-10. TIME OF COMPLETION.

The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the Authority of his ability to complete the work within the allowable time set forth in the Bid Form. In this connection, attention is directed to the provisions of the General Conditions and Special Conditions relative to delays, extensions of time, and liquidated damages.

B-11. QUALIFICATION OF BIDDERS.

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

submitted and filed.

B-12. TAXES AND PERMITS.

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

B-13. OKLAHOMA LEGAL REQUIREMENTS.

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

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

B-14. BONDS.

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

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

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

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

B-15. BOUND COPY OF CONTRACT DOCUMENTS.

The Bid Form or other pages shall not be removed from the bound copy of contract documents. The copy of contract documents filed with each bid shall be complete and shall include all items listed in the Table of Contents and all addenda.

B-16. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

Each bidder agrees to comply with the terms of Title 5, Chapter 1, Section 111, of the Tulsa Revised Ordinances relating to Non-Discrimination.

B-17. BASIS FOR AWARD OF CONTRACT.

The basis for award of a contract shall be the total base bid submitted by the lowest responsible bidder unless otherwise directed in the form of proposal. The Authority reserves the right to withhold the awarding of a contract for a reasonable period of time from the date of opening of bids. The awarding of a contract upon a successful bid shall give the bidder no right of action or claim against the Authority upon such contract until the same shall have been reduced to writing and duly signed by the contracting parties. The award of a contract will not be completed until the contract is duly executed and the necessary bonds and insurance approved.

B-18. TIME FOR AWARDING OF CONTRACT.

The awarding of a contract to the lowest responsible bidder will be made within thirty (30) days after the opening of bids unless the Authority by formal recorded action and for good cause shown, provides for a reasonable extension of that period, which extension period shall not in any event exceed fifteen (15) days where only state or local funds are involved, or not to exceed ninety (90) days on any award of a contract for the construction of a public improvement where funds are utilized which are furnished by an agency of the federal government.

B-19. SAFETY AND HEALTH REGULATIONS.

Bidders should note that they are subject to "Safety and Health Regulations for Construction", Chapter XVII of Title 29, CFR, Part 1926 and that compliance, review and enforcement are the responsibility of the U. S. Department of Labor.

The Contractor is fully responsible for the safety of the work site and is expected to train their employees in all applicable safety issues. This should include but not be limited to: trench safety, confined space entry, head protection, etc. In accordance with construction contracts with the City, Authority, Board, or Commission, all applicable Labor and OSHA safety regulations must be followed.

Work sites must be monitored by the Contractor and safety provisions enforced. Contractors are asked to ensure that all employees are properly informed and trained in construction, work site safety.

B-20. VENDOR AND SUBCONTRACTOR IDENTIFICATION.

Where Vendor and Subcontractor Identification Questionnaires are included in the bid documents, each bidder shall submit the Questionnaire directly to the Engineer no later than 5:00 p.m. on the first working day following the bid opening. Failure to submit the questionnaire may render the bid unresponsive and not eligible for award. The award of the contract is based on the equipment specified. Proposed substitutions will be considered only after award. The vendors and subcontractors listed on the questionnaire shall be used on the project unless otherwise adjusted by rejection of proposed substitution. No changes in the vendor and subcontractor list will be permitted unless prior consent is obtained from the Engineer.

B-21. ENVIRONMENTAL PROTECTION AGENCY NPDES REQUIREMENTS.

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

B-22 AMERICANS WITH DISABILITIES ACT

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

**ELECTRONIC BID PROPOSAL INSTRUCTIONS - EXCEL SPREADSHEET
EXTERIOR RENOVATION WATER DISTRIBUTION SATELLITE OFFICE
PROJECT NO. SP22-14**

Please read the following instructions carefully.

1. After opening this file re-save it as your company's name.
2. Open the BID FORM Sheet from the tabs below.
3. Input the unit price of the appropriate pay item in the Data Input cells.
4. Review all data input and check calculations to ensure accuracy of Bid.
5. Print 1hardcopy of the "PROPOSAL" tab, BID FORM and the "SIGNATURE PAGE" tab.
6. Complete and sign the "Signature Page" document.
7. Submit hardcopy and electronic disk with Contract Documents and Specifications for Bid opening date.

AGREEMENT FOR USING ELECTRONIC BID PROPOSAL

By and Between: **BKL, Inc.**, (ARCHITECT/ENGINEER) and RECIPIENT. The enclosed electronic media is provided pursuant to your request and is for your limited use in connection with your submittal of Bid Proposal for **Project No. SP22-14**. In no event shall the information be used for any other purpose or be released to third parties without the written consent of the ARCHITECT/ENGINEER. In the event of a discrepancy between the hard copy and this electronic media at delivery or in the future, the hard copy shall govern. ARCHITECT/ENGINEER hereby disclaims any and all liability for the consequences from use of the electronic media and makes no warranty or guarantee of accuracy. RECIPIENT shall assume full responsibility for the uses and consequences of the electronic media. It is agreed that ARCHITECT/ENGINEER has and retains ownership of the electronic media. ARCHITECT/ENGINEER does not warrant or guarantee that the electronic data is compatible with RECIPIENT'S computer hardware or software, and ARCHITECT/ENGINEER'S responsibility for the electronic media is limited to replacement of defective media for a period of thirty (30) days after delivery to RECIPIENT. By opening and using this FILE, You AGREE to these TERMS AND CONDITIONS.

**PROPOSAL
EXTERIOR RENOVATION WATER DISTRIBUTION SATELLITE OFFICE
PROJECT NO. SP22-14**

TO: TULSA METROPOLITAN UTILITY AUTHORITY
CITY OF TULSA, OKLAHOMA

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

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

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

HEREBY PROPOSES: to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to therein: to complete said work within 180 calendar days after the work order is issued; and to accept in full payment therefore the amount set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

Basis of Award

IT SHOULD BE NOTED THAT THE LOWEST RESPONSIBLE BID SHALL BE DETERMINED BY THE TOTAL BASE BID.

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

PROPOSAL
EXTERIOR RENOVATION WATER DISTRIBUTION SATELLITE OFFICE
PROJECT NO. SP22-14

BID ITEM	SPEC NO.	DESCRIPTION	UNIT	QTY	DATA INPUT UNIT PRICE	TOTAL EACH ITEM
BASE BID:						
1	DIV 1	General Requirements	EA	1		\$ -
2	012100	Owners Allowance	ALLOW	1	\$20,000.00	\$ 20,000.00
3	024119	Removal of Concrete Pavement	SF	105		\$ -
4	024119	Removal of Existing Pipe	LF	5		\$ -
5	033000	Trench and Sidewalk	CY	4		\$ -
6	074113	Standing Seam Metal Roof	SF	701		\$ -
7	053100	Steel Deck Replace	SF	1050		\$ -
8	053100	Steel Deck Repair	SF	1050		\$ -
9	054000	Steel Studs	LF	210		\$ -
10	061000	Rough Carpentry	LF	420		\$ -
11	070150	Preparation for Re-Roofing	SF	7211		\$ -
12	075423	TPO Roofing System	SF	6510		\$ -
13	072419	Water Drainage Exterior Insulation and Finish System	SF	6787		\$ -
14	076200	Sheet Metal Flashing and Trim	SF	746		\$ -
15	077200	Roof Hatch	EA	1		\$ -
16	076200	Overflow Scuppers	EA	4		\$ -
17	077129	Manufactured Roof Expansion Joint Cover	LF	53		\$ -
18	077200	Manufactured Roof Curbs	EA	2		\$ -
19	079200	Seafants and Caulking	LF	525		\$ -
20	084113	Storefronts and Alum Openings	SF	258		\$ -
21	099113	Exterior Painting	SYS	1		\$ -
22		Acoustical Ceilings	EA	100		\$ -
23	220000	Plumbing Work	LF	53		\$ -
24	DIV 22	Area Drains/Catch Basins	EA	4		\$ -
25	DIV 22	Downspout Nozzle	EA	4		\$ -
26	230000	Mechanical Work	EA	2		\$ -
27	260000	Electrical Work	EA	2		\$ -
28		Sitework	EA	4		\$ -
TOTAL BASE BID						\$ 20,000.00

TOTAL BASE BID

\$ 20,000.00

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

_____ Dollars (\$ _____)
Words Figures

which the City of Tulsa may retain or recover as liquidated damages in the event that the undersigned fails to enter into contract for the work covered by this proposal, provided the Contract is awarded to the undersigned within thirty (30) days, from the date fixed for opening of bids and the undersigned fails to execute said Contract and furnish the required bonds and other requirements as called for in these Contract Documents within thirty (30) days after award of Contract.

Dated at Tulsa, Oklahoma, this _____ day of _____, 20_____.

Respectfully submitted,

(Complete legal name of company)

(State of Organization)

By:

ATTEST:

Title:
Printed Name:

Title: Corporate Secretary
Printed Name:

(SEAL)

Address: _____

Telephone Number: _____

Fax Number: _____

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

