



**PAVING AT BURROUGHS ELEMENTARY & CENTRAL HS**

01.28.26

**Addendum # 1**

This addendum is hereby a part of those documents and contracts, the same as if bound therein and it shall supersede anything contained in the original bid manual with which it might conflict.

1. Section 00110, #11B – Retainage amount of 5% to be withheld from each pay application.

The end

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### SCOPE:

#### 1. GENERAL CONDITIONS:

Standard form "General Conditions of the Contract for Construction," The American Institute of Architects, Document A201, Fourteenth Edition, 1997, ("General Conditions") shall apply to the Work, except insofar as the General Conditions are modified, amended, waived, or changed by these Supplementary General Conditions. The following paragraph numbers refer to the paragraphs in the above referenced "General Conditions":

- (a) Paragraph 1. 1. 1: The last sentence is amended to read as follows: "The Contract Documents include the advertisement or invitation to bid, notice to bidders, instructions to bidders, sample forms, the Contractor's bid or proposal, any addenda relating to the foregoing and any other documents specifically enumerated in the Owner-Contractor Agreement."
- (b) Paragraph 3.7. 1. is amended to read as follows: "When applicable, Contractor shall secure all permits, licenses and inspections necessary for the proper execution and completion of the Work. Owner will not reimburse Contractor for any fees paid by Contractor for permits and inspections."
- (c) Paragraph 13.6.1 is amended to read as follows: "Any moneys not paid within thirty (30) days after they become due and payable under the terms of this Contract shall bear interest at the rate of six percent (6%) per annum from and after said thirty (30) day period."
- (d) Paragraph 8.3.1 is amended to read as follows: "The Contractor shall not be entitled to compensation for any loss, cost or expense, sustained by reason of delay in completion of the Work from any cause whatever."
- (e) Paragraph 11.3.1 is amended to read as follows: "The Contractor shall purchase and maintain, at Contractor's expense, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in the Work and shall insure against perils of fire and extended coverage on a 'broad-form, all risk' basis for physical loss of damage, including theft, vandalism, and malicious mischief. Such insurance shall be purchased from a carrier licensed to do business in the State of Oklahoma. Certificates of such insurance shall be delivered to the Department Manager of Building Planning, Maintenance and Plant Operations of Owner prior to commencement of the Work. Said certificates shall provide that the carrier must give Owner at least thirty (30) days prior written notice before cancellation or reduction of the coverage for any reason. If not covered by the above insurance, Contractor shall also purchase and maintain similar coverage on portions of the Work stored off site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2. Until substantial completion of the Work, all risk of loss shall be upon Contractor."
- (f) Paragraph 11.3.4 is eliminated.
- (g) Paragraph 3.6.1 is amended by adding the following "Contractor assumes full responsibility for the payment of all contributions and payroll taxes (State and Federal) for all employees engaged on the Work and provide proof of worker compensation coverage for all employees."

#### 2. DEFINITIONS:

Wherever the words herein defined, or pronouns used in the stead, occur in this contract and these specifications, they shall have the meanings herein given.

- (a) The word "OWNER" shall mean the Independent School District Number One of Tulsa County, Oklahoma, a public corporation.
- (b) The word "CONTRACTOR" shall mean the person, persons, Partnership, company, firm or corporation entering into the contract for the performance of the Work, and the legal representative of said party, or agent appointed to act for said party in the performance of the Work.
- (c) The word "SURETY" or "SURETIES" shall mean the bondsman or party of parties who have made sure the fulfillment of the requirement of the contract by bonds, including the Payment Bond, and whose signatures are attached to said bonds.
- (d) The word "ADVERTISEMENT" shall mean all of the legal publications pertaining to the Work.
- (e) The word "SPECIFICATIONS" shall mean, collectively, all the terms and stipulations contained in those portions of the contract known as Instructions to Bidders, General, Mechanical and Electrical Specifications.
- (f) The word "PLAN" shall mean, collectively, all of the drawings pertaining to the contract and made part thereof, and also such supplementary drawings as may be issued from time to time in order to elucidate the drawings or for the purpose of showing changes in the Work as authorized under the section "Changes and Alterations," or for showing details which are not shown thereon.
- (g) The words "CONTRACT PRICE" shall mean either the unit prices or unit price, or lump sum price, named in the contract or the total of all payments according to schedule or prices in the contract.
- (h) The word "BID" or "BIDS" shall mean the written statements duly filed with the Clerk of Independent School District Number One of Tulsa County, Oklahoma, for the person or persons, partnership, company, firm or corporation proposing to do the Work and furnish materials called for on plans at the prices named on said statement.
- (i) The word "CALENDAR DAYS" shall mean the actual days to complete the contract excluding days due to inclement weather.

3. **BONDS:**

If the Contract Price is in excess of **\$100,000.00**, Contractor will furnish the following bonds: (i) a Payment Bond (the "statutory" bond required by Section I of Title 6 1, Okla. State, as amended) in an amount equal to 100% of the Contract Price; and (ii) a Performance Bond in such form as directed by Owner in an amount equal to 100% of the Contract Price for work on the project(s) as security for the proper and prompt completion of the Work in accordance with the contract and bidding documents; and (iii) a Warranty Bond in an amount equal to 100% of the Contract Price for work on the project(s) to protect Owner against defects in workmanship and materials for a period of one (1) year from Owner's acceptance of the Project(s). The Surety on all bonds of the successful bidder must be approved in the Treasury Department Circular 570. If the Surety Company is not on the list, those bids shall be rejected.

Where the Contract Price is **\$100,000.00** or less, the above bonds will not be required. However, in lieu of the Payment Bond, as to contracts where the Contract Price is \$25,000.00 or less, Contractor shall submit an affidavit of the payment of all indebtedness incurred by the Contractor, Subcontractors, and all material men for labor, material, rental of machinery or equipment and repair of and parts for equipment as are used or consumed in the performance of the contract. The execution of the affidavit with knowledge that any of the contents of the affidavit are false, upon conviction, shall constitute perjury, punishable as provided by law. Copies of the affidavit form may be obtained from the Bond Office, Charles C. Mason Education Service Center, 3027 South New Haven Avenue, Tulsa, Oklahoma, 74147.

4. **CORPORATE SURETY BONDS:**

To be acceptable, a corporate surety bond (including both a bid bond and the payment/performance/warranty bonds of the successful bidder) must be signed by BOTH the bidder, as principal, and by a properly authorized representative of the bonding company. If the bonding company is a corporation, the bond must have attached a power of attorney from the corporation authorizing the person signing the bond on behalf of the bonding company to sign bonds for the bonding company. Only original executed instruments will be acceptable.

The corporate surety issuing the bond must be licensed by the Oklahoma State Insurance Commissioner to issue corporate surety bonds in the State of Oklahoma. The Owner reserves the right to require the bidder to submit evidence that the corporate Surety Company is so authorized. The Corporate Surety on all bonds of the successful bidder must be approved in the Treasury Departments Circular 570. If the Surety Company is not on the list, those bids shall be rejected. A bond written by an "offshore" (non-United States) surety company will not be acceptable.

**5. SPECIFICATIONS REGARDING EQUALS:**

It is not the intent of these documents to have closed specifications and the brand names shown are the desired materials to be used. The name of a certain brand, make or manufacturer does not restrict proposals to the specified brand, make or manufacturer named unless a brand, model or manufacturer is labeled "No Substitution" in the bid. It is not intended to exclude other products, but to convey the type, functional characteristics and quality of the item desired. Any item that the Owner, in its sole discretion, determines and approves to be the equal of that specified considering quality, workmanship, economy of operation and suitability for the purpose intended will be considered. Thus "equal" products of other manufacturers may be considered if the products meet or exceed the stated specifications, and if a detailed explanation of a claim of equivalency is submitted five (5) days prior to the bid opening. It will be the responsibility of the Bidder to provide data on all products so that the Owner can compare.

**6. COMPLETION:**

Upon completion of the project, the Contractor will notify Owner and Owner's Representative will make a final inspection of the work. The project shall be completed in good and workmanlike manner and to the satisfaction of the Owner.

**7. ETHICS IN PUBLIC CONTRACTING:**

By submitting their bid, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**8. NON-DISCRIMINATION:**

Contractor agrees Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff-, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause.

**9. ERRORS OR OMISSIONS:**

The Bidder shall not be allowed to take advantage of any errors or omissions in the specifications. Where they occur, the Bidder shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before bids are submitted.

**10. BID FORM:**

The bid MUST be submitted on the bid form provided in the bid packet. A Xerox copy of this bid form is acceptable. All blanks must be completed.

**END OF SECTION**

## SECTION 00110

### SPECIAL CONDITIONS OF THE CONTRACT

The following conditions also apply to this contract:

1. **WORK COVERED UNDER THE CONTRACT:**

The scope of the work consists of all new materials, tools, equipment, labor, and services, to complete the **PAVING AT BURROUGHS WEST LOT & CENTRAL HS EAST BUS LOOP** listed in the "Solicitation and Notice for Bids" in accordance with the "Form of Proposal" and as indicated by the Drawings and by the Specifications included in this Project Manual.

2. **MATERIALS AND EQUIPMENT:**

All material and equipment utilized shall be in conformance with these Specifications and with good Standards of practice and shall meet or exceed the latest applicable industry standards such as A.S.T.M., Standards and Specifications along with all applicable local and national codes and ordinances, including B.O.C.A, N.E.C. and N.F.P.A.

Failure to comply with the terms and conditions of this solicitation or to deliver equipment, supplies or services identified in the Solicitation and Contract at the discount quoted will void the contract award. In the case of failure to deliver goods or provide services in accordance with the contract terms and conditions, Owner, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs.

3. **CONTRACT METHOD:**

The method of Contract and Management shall be in accordance with the Owner's requirements and guidelines set forth at the time the Contract is signed, and a Work Order issued.

4. **CONTRACT ADMINISTRATOR:**

This individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor to schedule and coordinate the performance of services and to provide general direction under the resulting contract. The following individual is identified to use all powers under the contract to enforce its faithful performance for the Owner: **Walt Dean**, Project Manager, (918) 230-6531.

5. **PRIORITIES AND WORK SEQUENCE:**

The priority will be furnished by the Owner to the successful bidder at the Issuance of the Work Order. Completion of the project(s) in a timely manner is critical. The bidder is required to give the actual number of days to complete each project. Timing will be a consideration in determining the successful bidder.

6. **CONTRACTOR'S USE OF PREMISES:**

The contractor shall also furnish a schedule of intended workdays to the owner through the Department of Building Planning prior to commencing the work at any site and keep all parties informed of any adjustments made necessary by changes of shipping schedules or other causes.

Permission must be obtained from the Owner for temporary use of electric power, water, toilet facilities or other utilities. The Owner's approval must also be obtained for the exact on-site location

of any storage of materials, tools or equipment. Owner assumes no responsibility for items stored on school property.

Demolition items and/or debris shall be hauled away from the site after each days activity and the site always maintained in a clean condition free of any build-up of objectionable scraps, waste material or refuse.

7. **OWNER OCCUPANCY AND PROTECTION OF PROPERTY:**

The owner's Site-based Personnel may occupy the site. Therefore, it may be necessary to erect a system of barricades or markers to direct traffic away from the area of each day's operations. The Contractor shall protect and safeguard against damage to all adjacent or nearby surfaces, materials, hardware, glass, furnishings, signage or other site improvements and/or vehicles if in the area of intended loading and unloading operations.

8. **SALES TAX:** (None Required)

The Owner will issue such Documents as necessary to exempt the sales tax upon execution of a contract for the Project(s); therefore, the Contractors are advised to omit the State Sales Tax when preparing their Bid.

9. **PROJECT START-UP:**

The contractor is advised to notify the Owner well in advance of commencing the work on the site.

10. **KNOWLEDGE OF SITE AND SCOPE OF WORK REQUIREMENTS:**

All Contractors shall visit the site on which work is proposed and become thoroughly familiar with the existing conditions and with the Bid Documents and the Scope of the Work included prior to submitting their bid. Sign in at the main office when visiting the site(s).

11. **SUBMITTALS AND CLOSING PROCEDURES:**

(Other than Start-up Contract Requirements such as Certificates of Insurance, Bonds, Etc.)

A. Submit Schedules of intended workdays and activity planned for each Site after receiving Owner's Project Priority list prior to commencing work. **Shop drawings and/or product data and samples** shall be submitted to Tulsa Public Schools' Building Planning department covering all Items in the Scope of Work **for approval prior to manufacture** shipment and installation at the project site. Submit the number of copies, which the contractor requires plus one copy, which will be retained by Tulsa Public Schools' Building Planning Department. Furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

B. Unless the contract stipulates "Payment upon Completion" of the project or another method of payment; during Progress of the work, submit a separate "Application and Certificate for Payment"-AIA Document G702 on or about the 25<sup>th</sup> day of each month for work performed in that same month. A 5% retainage shall be calculated and withheld from each Pay Application until the project is completed and accepted by Owner.

C. Upon Final Completion and Final Acceptance by Owner, submit the following prepared and properly signed Closing Documents:

1. Certificate of Substantial Completion  
(AIA Document G704)
2. Final Application and Certificate for Payment  
(AIA Document G702)
3. Contractor's Affidavit of Payment of Debts  
and Claims (AIA Document G706)
4. Contractor's Affidavit of Release of Liens  
(AIA Document G706A)
5. Consent of Surety Company to Final Payment  
(AIA Document G707)
6. Contractor's Affidavit Pursuant to Title 61  
O.S.- Optional in lieu of items 3 above.
7. Contractor's Written Warranty for one (1) year against defects in Material or  
Workmanship.

**12. SUBSTITUTIONS AND DEVIATIONS FROM THE SPECIFICATIONS:**

Substitutions prior to Bid are covered under Paragraph 6 "Instructions to Bidders". Any substitution or deviation from the specifications must be by Owner's prior approval and accepted by an approved change order stipulating the change in price and change in construction time, if any.

**13. OWNER'S RIGHT TO REJECT BIDS:**

The Owner reserves the right to reject any or all bids and to waive minor irregularities in any bid. In addition, Bidders should recognize the right of the Owner to reject a bid if said bidder fails to provide any data required in the bid or if the bid is in any way incomplete.

**14. FINAL CLEANING:**

- A. Execute prior to final inspection.
- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances and polish transparent and glossy surfaces. Clean equipment and fixtures, sweep and vacuum interior areas and rake clean exterior areas. Remove waste and surplus materials, rubbish and construction facilities from the Project and from the site.

**15. SPECIAL TERMS AND CONDITIONS:**

- 15.1 Testing and Inspections: Owner reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to specifications.
- 15.2 Proprietary Indemnity: Bidder warrants that the system, each part of the system, and all other products and services used by or furnished by bidder, do not infringe upon or violate any patent, copyright, trade, secret, trademark, or any other proprietary right of any third party. In the event of claim against Owner, Owner shall promptly notify vendor and vendor shall defend and indemnify Owner against any loss, cost expense, claim, or liability arising out of such claim, whether such claim is successful.

- 15.3 Patent and Copyright Materials: Unless otherwise expressly provided in a contract, bidder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
- 15.4 Audit: Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment or until audited by the owner, whichever is sooner. Owner, its authorized agents and/or auditors reserve the right to perform or have performed an audit of contractor's records and therefore shall have full access to the right to examine any of said materials within those five years.
- 15.5 Open Records: Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this bid shall belong exclusively to Owner and be subject to inspections in accordance with the Oklahoma Open Records Act.
- 15.6 Contractor Compliance: Contractor shall comply with all procedural instructions that may be issued from time to time by Owner; however, the terms and conditions of the contract will not change:
- 15.7 Lead Based Paint: Contractor shall be certified and follow work practices established under the UPA Renovation, Repairing and Painting Program applicable to schools when performing any work which will disturb interior or exterior lead-based surface coatings in buildings constructed before 1978. All such work shall be performed in compliance with 40 CFR Part 745.

**END OF SECTION**

## SECTION 00120

### SUPPLEMENTAL CONDITIONS TO THE CONTRACT

(References are to Articles, Paragraphs, Subparagraphs and Clauses of the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition)

4.3.1 **Delete** entire Subparagraph, and substitute the following:

"Definition"

"A Claim is any demand or assertion by the Contractor that it should be paid more money than the Contract Sum, as adjusted under the Change Order provisions herein, by the Owner because of action or inaction on the part of Owner, Program Manager, Architect, or any party for whom Owner is responsible, or any party with whom Owner has separately contracted for other portions of the Project, including, but not limited to, any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated or suspended, that Contractor's performance has been wrongfully terminated, that the Contract Documents have been misinterpreted, that there has been a failure of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that there are problems with the Contract Documents, or the timing of Architectural approvals or decisions, that actions of the Owner have been intentionally wrongful or deceptive, that Owner is directly or indirectly guilty of negligence or an intentional tort related in any way to the Work, that the amount of time or money granted in a Construction Change Directive is inadequate, that an item treated as a minor change in the Work should have been treated as a Change Order, that a time extension grant was inadequate, or that Contractor is entitled to any other relief, on any legal theory, related to the Work and the Contract."

"Notice Requirement"

"Within five (5) days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within five (5) days of Contractor's discovery of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, if the first occurrence of the event was willfully hidden from the Contractor, the Contractor shall file a written document clearly captioned "Notice of Claim" with Tulsa Public Schools, Program Manager and the Architect. The notice shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the notice. If the impact or damages cannot be assessed as of the date of the notice, the notice shall be amended at the earliest date this is reasonably possible."

**Add** the following Subparagraph:

"Any claim or portion of a Claim that has not been made the specific subject of a notice strictly in accordance with the requirements of this section shall be waived. It is imperative that Owner have timely, specific notice of any subject, the impact of which Owner may be in a position to mitigate."

4.3.3 **Add** the following sentences:

"Claims Handling During Construction. After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Program Manager or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer

consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. At any stage the Owner is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and if this reference is made Contractor and the Owner will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract."

4.3.6.1 **Add** the following Subparagraph:

"Calculating Claim Amount"

"In calculating the amount of any Claim, the following standards will apply:

- .1 No indirect or consequential damages will be allowed.
- .2 All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to shown damages indirectly.
- .3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- .4 The maximum daily limit on any recovery for delay shall be the amount estimated by the Contractor for job overhead costs divided by the total number of calendar days of Contract Time called for in the original Contract."
- .5 No monetary costs shall be allowed for delay.

5.2.1 In the first sentence, delete "as soon as practicable" and substitute "within seventy-two (72) hours."

5.2.5 **Add** this new Subparagraph:

"The Contractor shall not sublet the work as a whole. The approval of Subcontractors in no way relieves the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents."

5.3.1 **Delete** the remainder of the second sentence beginning with the words "and shall allow to the Subcontractor."

5.4.2 **Delete** entire Subparagraph and substitute the following:

"Owner shall only be responsible for compensating Subcontractors for work done or materials furnished after the date Owner gives written notice of its acceptance of the subcontract agreement."

5.5 **Add** this new Paragraph:

5.5 "RESPONSIBILITY"

5.5.1 "Contractor shall be fully responsible for the performance of its Subcontractors.

6.1.1 **Delete** the entire Subparagraph, and substitute the following:

"The Owner reserves the right to perform other construction work, maintenance and repair work and school program operations at the site and near the site during the time of the Work. Owner may perform other work with separate contractors or with its own forces. On renovation/addition projects, the Owner shall always have access to the site and all buildings on the site. On new construction, the Owner shall have access to the site and all buildings during normal business hours."

10.1.2 **Add** this new Subparagraph:

"The Contractor shall be responsible for the protection and security of the Work and the Project, until he receives written notification that the Substantial Completion of the work has been accepted by the Tulsa Public Schools."

10.2.8 **Add** this new Subparagraph:

"In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner, Program Manager and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 4.3 and Article 7."

10.3.1 **Delete** entire Subparagraph and substitute the following:

"Contractor is responsible for reviewing all Asbestos Hazard Emergency Act Management Plans on file with Owner and for obtaining sign-off from Tulsa Public Schools Hazardous Materials Bureau prior to commencing the Work. In no event shall the Contractor engage in the disturbance or removal of asbestos or polychlorinated biphenyl (PCB). In the event the Contractor encounters on the site material reasonably believed to be asbestos or PCB which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Architect in writing. If the portion of the Work that is stopped is critical to overall completion, the Contractor shall reschedule the Work, if possible, to minimize the impact of the stoppage. The work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed when the asbestos or polychlorinated biphenyl (PCB) has been removed, or when it has been rendered harmless. If the Work is stopped due to the presence of such materials, Owner shall arrange for the removal and/or rendering harmless of such materials prior to Contractor being allowed to proceed. The Owner shall have the option of arranging for removal by a qualified, adequately insured third party tendered to Contractor, and mutually agreed to by both parties, as a Subcontractor in which case a Change Order will be issued for the cost of this subcontract. Any tendered Subcontractor must indemnify the Contractor and the Owner about its work. In the case of such a tender, Owner will not hold Contractor responsible for the work or other actions of the tendered Subcontractor, and Contractor's approval of tendered Subcontractor shall not be unreasonably withheld. In those instances, in which the presence of such materials was set forth in the Hazardous Materials documents or in which Contractor had other notice of such through information given to Contractor by Owner or its representative prior to the commencement of the Work, Contractor shall not be entitled to a Claim for any delays, disruption or interference it encounters. In those instances of work stoppage due to the existence of such hazardous materials which were not set forth in the Hazardous Materials Control plans and of which Contractor had no

other prior notice, Contractor may be entitled to a Claim for extension of time due to the work stoppage.”

#### 11.4 PROPERTY INSURANCE

11.4.1 **Delete** entire Subparagraph, and substitute the following:

"Until the Work is completed and accepted by the Owner, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. The property insurance shall also cover portions of the Work stored off site after written approval of the Owner of the value established in the approval, and portions of the Work in transit. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage including flood and earthquake and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. The insurance shall cover reasonable compensation for Architect's and Program Manager's services and expenses required because of an insured loss. This "all risk" policy shall be written incorporating Actual Completed Value Form and General Change Endorsement incorporating the following language:

*"Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the Owner, all as currently approved by the Laws for the State of Oklahoma."*

"The policy shall include coverage for Explosion, Collapse and Underground (XCU). Such insurance shall be evidenced by the kind of policy which does not have to be adjusted or reported upon periodically but provides constant insurance at full one hundred percent (100%) of all insurable values as they are created during construction by performance of the Contract. The Certificate of Insurance must include the names of the insured Contractor and the Tulsa Public Schools."

11.4.1.2 **Delete** entire Clause, and substitute the following:

"Loss under such All-Risk Builder's Risk Insurance shall be made payable jointly to the Tulsa Public Schools and to the Contractor by name (and, if separate mechanical contracts are awarded to each, by name, of the plumbing, heating, ventilating and electric contractors)."

11.4.1.3 **Delete** entire Clause, and substitute the following:

"In the case of loss under the risks covered, and of collection by insured, the Owner shall act as trustee for all parties concerned as their interests may appear."

12.1.3 **Add** this new Clause:

"Where nonconforming work is found, the entire area of work involved shall be corrected unless the contractor can completely define the limits to the Architect's satisfaction. Additional testing, sampling, or inspecting needed to define nonconforming work shall be at the Contractor's expense. He shall employ the Owner's testing laboratory if such services are reasonably required by the Architect. All connected work shall be retested at the contractor's expense. Extra Architectural or Program Manager Services required to analyze nonconforming work shall be paid for by the Contractor."

13.1.1 **Delete** entire Subparagraph, and substitute the following:

“District Court in and for the County of Tulsa, State of Oklahoma shall have sole jurisdiction in any action brought under this contract.”

14.2.5 **Add** this new Subparagraph:

"If a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, the Surety shall promptly remedy the default by completing the Contract in accordance with its terms and conditions, or by obtaining a bid or bids in accordance with its terms and conditions. Upon determination by the Owner and the Surety of the lowest responsible bidder, the Surety will arrange for a contract between such bidder and the Owner and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract Sum, but not exceeding the Penal Sum of the bond and other costs and damages for which the Surety may be liable under the bond. The phrase 'balance of the Contract Sum' as used herein shall mean the total amount payable by the Owner to the Contractor under the Contract and amendments thereto less the amount previously paid by the Owner to the Contractor."

**END OF SECTION**