
12/20/23

Competitive Sealed Proposal 24-909

Addendum #1

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

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Was: Proposal Due Date: 12/27/23

Changed to: Proposal Due Date: 1/17/24

Deadline for Questions Changed to: 5:00pm on 1/5/24

Additional Site Inspection: Wednesday, January 3, 2024 from 1:00pm – 3:00pm

We will have electricity (extension cords) and lighting available.

10/03/23

Request for

Competitive Sealed Proposal

24-909 Air Force Plant 3 Property Renovation – Phase 2

Department: Mayor's Office

NIGP Commodity Code(s):

910-38 Asbestos Removal Services

910-40 Inspection, Monitoring of Insulation and Asbestos Installation and Removal

918-13 Asbestos Consulting

926-58 Lead and Asbestos Inspection Services

912-40 Demolition Services

968-32 Demolition

EVENT	DATE
CSP Issue Date	11/27/2023
Mandatory Pre-Proposal Conference Air Force Plant No. 3 (AFP3), Building 7, located at 3300 North Mingo Road, Tulsa, OK 74116.	Tuesday, December 5, 2023, at 2:00 PM Thursday, December 7, 2023, at 11:00 AM Wednesday, January 3, 2024, 1:00-3:00pm
Deadline for Questions <i>Submit to assigned buyer via email.</i>	1/05/2024 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	1/17/2024

Submit proposals (sealed) to:

Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy™

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I. STATEMENT OF PURPOSE:

With this Competitive Sealed Proposal (CSP) request, the City of Tulsa is searching to secure services to remove, transport, enclose, and properly dispose of regulated asbestos containing materials (RACM) from the City-owned Air Force Plant No. 3 (AFP3), Building 7, property located at 3300 North Mingo Road, Tulsa, OK 74116.

AFP3 is a one-mile-long building complex comprising 2.89 million square feet that was originally developed as a bomber manufacturing plant. Building 7 is a 28,000-sf building which makes up part of AFP3. The AFP3 facility was constructed in early 1942 for the production and repair of aircraft during World War II and remained in use until 1994 when aircraft production and repair operations ceased. During the late 1990's, McDonnell Douglas – Tulsa (The Boeing Company) occupied some of the buildings, but the majority remained vacant. The facility was eventually deeded to the City of Tulsa. McDonnell Douglas retained A & M Engineering and Environmental Services to conduct asbestos surveys of the facility. The surveys were initiated in late 1998 and a report finalized in March 1999. Today, the City of Tulsa has tenants in many of the buildings, but much of the asbestos remains. The City of Tulsa is looking to abate Building 7 of the asbestos containing materials (ACM) to allow more space to be modernized and restored to useful production.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, January 17, 2024, Central Standard Time**. Proposals must be sealed in an envelope or box clearly labeled "**CSP 24-909 Air Force Plant 3 Property Renovation – Phase 2**."

Proposals arriving late will be returned unopened.

2. Proposals must be delivered sealed to:

**Deputy City Clerk
City of Tulsa
175 E. 2nd St., Suite 260
Tulsa, OK 74103**

3. All interested Respondents (Sellers) are required to register with the Project Buyer, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on **January 5, 2024**.

Donny Tiemann, Project Buyer
dtiemann@cityoftulsa.org

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via e-mail, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.
6. Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber**

7. **Mandatory Pre-proposal Meeting:** Attending one of the three pre-proposal meetings is required for a response to be considered for award.
The meetings will be held at Air Force Plant No. 3 (AFP3), Building 7, 3300 North Mingo Road, Tulsa, OK and include a tour of the work area.
The meetings are scheduled for:
Tuesday, December 5, 2023, at 2:00 PM Central Standard Time,
Thursday, December 7, 2023, at 11:00 AM Central Standard Time,
Wednesday, January 3, 2024 1:00-3:00 PM Central Standard Time.
We will meet at the south end of Building 7 and begin our tour at the scheduled time. Please arrive early.

B. General Notifications

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:
 - a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price;
 - b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;
 - c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals;
 - d. To negotiate mutually agreeable terms in a contract;

2. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:

“Respondent shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act.”

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent 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 Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.

5. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Competitive Sealed Proposal request does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.
7. The Respondent to whom a contract is awarded will be required to furnish bonds as follows:
 - a. Performance Bond - A Performance Bond to the City 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 the amount equal to one hundred percent (100%) of the contract price
 - c. Maintenance Bond – A Maintenance Bond to the City in an amount equal to one hundred percent (100%) of the contract price.

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

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.

8. Seller and its subcontractors must obtain at Seller’s expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers’ Compensation insurance in the statutory limits required by law.

Commercial Auto Liability – each occurrence	\$ 1,000,000.00
Occurrence -based Commercial Liability Coverage, with no asbestos exclusions	\$ 1,000,000.00
Pollution Liability Coverage	\$ 1,000,000.00
Workers’ Compensation	(Statutory limits)

The City will need to be included as an “additional insured” on the Commercial General Liability and the Pollution Liability policies. The vendor will need to provide a certificate of insurance to the City within 10 days following notification of award, as proof of coverage.

The City requires the insurer to provide 30 days notice of cancellation or non-renewal of the required insurance policies.

Certificate of Insurance & Notice of cancellation or nonrenewal should be sent to Jdjahedian@cityoftulsa.org

SELLER’S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer, shown in the “INSTRUCTIONS FOR SUBMITTING A PROPOSAL” section of this document, with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer’s name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements.

III. SCOPE OF WORK

1. All asbestos abatement work shall be performed in accordance with an approved **Quality Assurance Project Plan (QAPP)** which will be provided by the City of Tulsa.
2. The Respondent shall provide labor, material, supplies and equipment to provide AFP3 Building 7 as a clean box. Asbestos abatement shall include removal of affected building piping and equipment. Prior to abatement, Respondent will provide a **Project Design** suitable for approval by the Oklahoma Department of Labor.
3. The Respondent will obtain any **required building permits** from Tulsa County on behalf of the City of Tulsa. Respondent shall obtain any additional necessary federal, state, and local permits and licenses prior to commencing work.
4. The Respondent shall conduct the work in accordance with its **Site-Specific Health & Safety Plan (HASP)**, including a Respiratory Protection Program.
5. Asbestos abatement work shall be conducted in compliance with **Davis-Bacon regulations** included here as Appendix A. Reporting will be required documenting compliance.
6. Asbestos abatement work shall be conducted in compliance with federal objectives for **Disadvantaged Business Entity (DBE) contracting**, specifically Minority-Owned Business Entities (MBE) and Women-Owned Business Entities (WBE). The Respondent shall document in the bid how they intend to meet the fair share objectives in the Price Summary Sheet. The fair share objectives for this contract are as shown below. Reporting will be required for compliance.

Service Type	MBE	WBE
Construction	11.25%	7.41%
Supplies	16.15%	16.443%
Services	9.04%	19.85%
Equipment	6.68%	12.16%

The Respondent agrees to make the following good faith efforts whenever procuring equipment, services and supplies for asbestos abatement. Records documenting compliance with the good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through direct outreach. This will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process.

- (c) Consider breaking activities into small subtasks suitable for subcontracting with DBEs. DBEs may be used for indirect project expenses, such as on-site sanitary services or food service.
 - (d) Contract with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
7. Provision of utilities. It is noted that all utilities, including, but not limited to, sanitary facilities, electricity, and water shall be provided by the Respondent.
8. Before equipment and personnel are demobilized from the site, a pre-final site inspection will be performed with City of Tulsa representatives. A punch item list will be generated identifying tasks to be completed. Any identified punch list items will be immediately corrected and/or completed to the satisfaction of City of Tulsa. Assuming formal acceptance of work is granted, personnel of the Respondent will remove equipment, materials, and temporary facilities from the site. Equipment will be properly cleaned prior to demobilization from the site. Staging areas will be disassembled once no longer needed. Areas where construction activities occurred will be left in a clean and stable condition prior to fully demobilizing from the site. All required record documents and other pertinent submittals including final applications for payment/lien releases will be issued in a timely fashion after demobilization.

IV. TIME FRAME FOR REVIEW:

The committee expects the evaluation and selection process to be completed in approximately three (3) to five (5) weeks. However, this period depends on the number of participants and the complexity of the proposals.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City prior to contracting will include:

- Project Design
- Health & Safety Plan
- Required City and County permits
- Respiratory Protection Program
- Proof of DOL contractor's license and supervisor's license

The products, reports, and plans to be delivered to the City as final documents shall include:

- Worker air monitoring records and calibration reports
- Disposal waste manifests
- Worker and supervisor licenses and proof of respirator clearances for all
- DOL and other agency inspection reports
- Area monitoring lab reports
- Daily field logs
- Davis-Bacon compliance reporting
- MBE/WBE/DBE contracting reporting
- Before and after photos of Building 007 interior and exterior

VI. RESPONDENT AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following:

- A.** One (1) unbound original and one (1) copy of the proposal **plus** one (1) electronic copy on CD, DVD, or flash drive.
- B.** A detailed description of the **actions and methodology** to be followed by the Respondent in addressing each of the tasks listed on the Price Sheet Summary.
- C.** A description of the Respondent's **qualifications and experience** and that of major subcontractors assigned to this project.
- D.** A paragraph description of **three previous projects with references** that Respondent's firm has conducted of similar size and complexity for follow-up by the City of Tulsa.
- E.** Provide a **project schedule**, identifying beginning and ending dates of work, as well as project target dates.
- F.** At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- G.** Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.
- H.** The Respondent must provide the following information:
 - 1. Narrative**

Provide a narrative describing in detail the information requested by Items B, C, D, and E above. Attach additional information as needed.
 - 2. Litigation**
 - a. During the last five (5) years, has the Respondent had a contract for services terminated for any reason, or has the Respondent received a notice of breach, notice of default, or similar notice? If so, provide full details related to the termination or notice.
 - b. During the last five (5) years, describe any damages or penalties or settlements pertaining to contract disputes under any of the Respondent's existing or past contracts as it relates to services performed that are similar to the services contemplated by this CSP. If so, indicate the reason for the penalty, damages or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Respondent.
 - c. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise

limiting the right of the Respondent to engage in any business, practice or activity.

- d. During the last five (5) years, list and summarize all litigation, threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party. The Respondent must also state whether it or any owners (other than general public stockholders), officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid Proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid Proposal, and with respect to the successful Respondent after the execution of a contract, must be disclosed in a timely manner in a written statement to the Lead Agency.
- e. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Respondent on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

VII. EVALUATION OF PROPOSALS:

Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful Respondent.

VIII. AWARD OF PROPOSALS:

The City evaluates proposals based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

- A. The ability, capacity and skill of the Respondent team to perform the contract or provide the service required,
- B. Whether the Respondent 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 Respondent,
- D. The quality of performance by Respondent of previous contracts or services,
- E. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
- F. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,

- G. The quality, availability and adaptability of the Services offered by Respondent to the particular use required.
- H. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer.
- I. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award.
- J. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the CSP request specifications.
- K. If a point system has been utilized in the CSP request specifications, the number of points earned by the Respondent.
- L. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
- M. If an evaluation committee performs the evaluation, the recommendation of such committee.

IX. MISCELLANEOUS

- A. Your response to this CSP request will be considered part of the contract if one is awarded to you.
- B. All data included in this CSP request, as well as any attachments, are proprietary to the City of Tulsa.
- C. The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D. Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.
- E. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link below:

<https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>

The City shall not be under any obligation to return any materials submitted in response to this CSP request.

- F. The City expects to enter into a written Agreement with the chosen Respondent that will incorporate this CSP request and your proposal. In addition to any terms and conditions included in this CSP request, the City may include in the Agreement other terms and conditions as deemed necessary.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

State of Organization: _____

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

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

Respondent's Address: _____
Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

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

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

Price Sheet Summary

Task No.	Task	Bid
1	Base Bid : Abatement of Regulated Asbestos Containing Materials	
1a	- Abatement planning, permitting and documentation	
1b	- Necessary Abatement Pre-Work Activities determined by Respondent including a breakout of major activities (may be a separate page)	
1c	- Asbestos Abatement to include RACM in boilers, equipment, and piping.	
1d	- Reporting & Closeout	
Subtotal Base Bid – Asbestos Abatement		
2	Add Alternate: Remove Equipment	
2a	- Remove all boiler and chiller equipment, control rooms, and piping throughout space (interior and exterior to building)	
2b	- Remove boiler roof exhausts and repair roofing at removed protrusions	
2c	- Clean interior and exterior areas outside of fence line of all piping, tanks, and debris	
Subtotal Add Alternate: Remove Equipment		
3	Add Alternate: Remove Mezzanine	
3a	- Remove mezzanine and stairs.	
Subtotal Add Alternate: Remove Mezzanine		
Total All		

MBE/WBE Subcontractor Name	Activity	MBE/WBE	Contract Amount
			\$
			\$
			\$
			\$
			\$
MBE/WBE Utilization Estimate			\$

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

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City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent ("Seller") for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller's subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

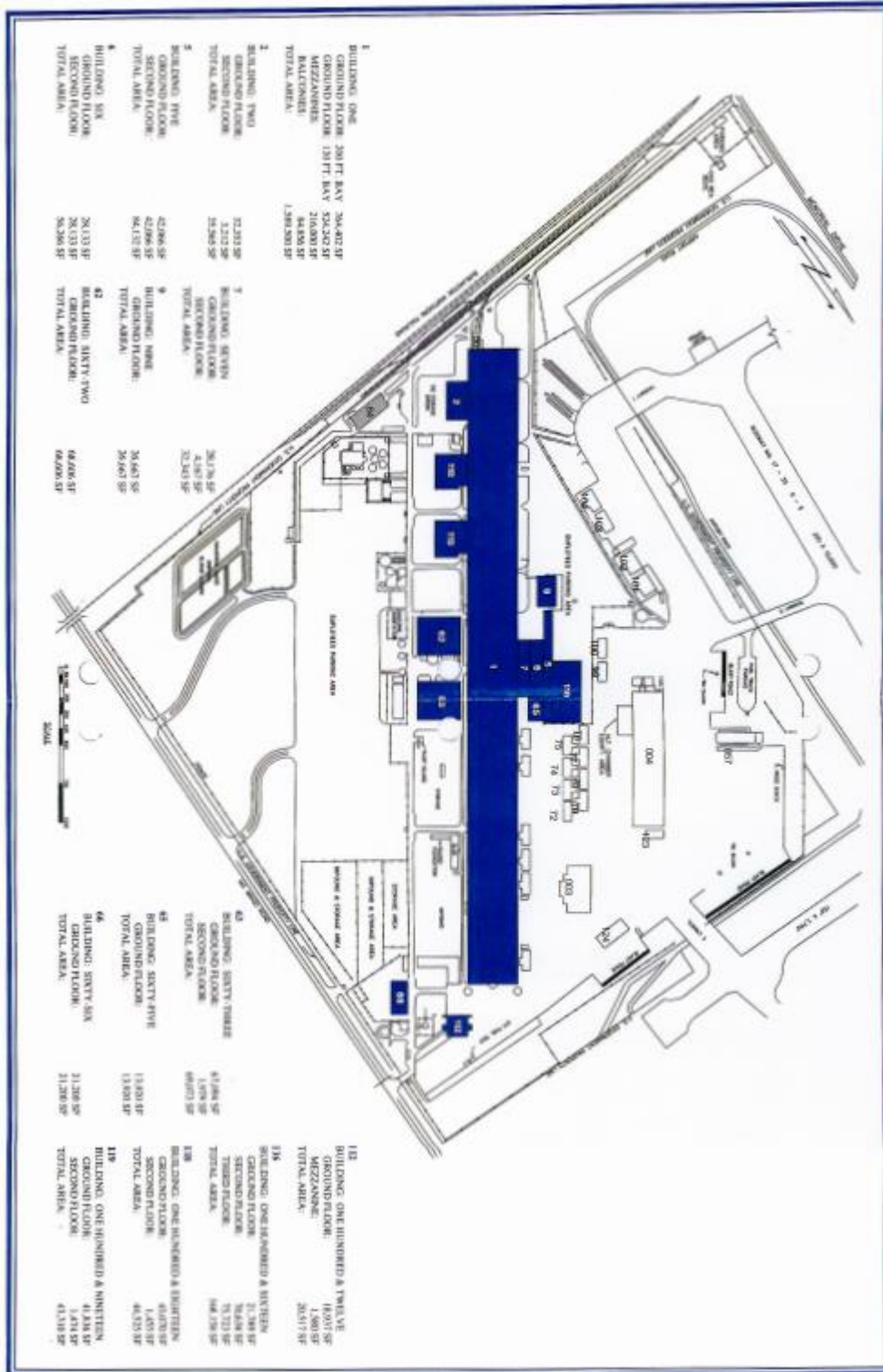
Date: _____

Signature: _____

Name Printed: _____

Title: _____

Project Figures



Appendix A
Asbestos Sample Results

BUILDING NO. 007:

Date of Construction: 1942
Original Use: Boiler House
Floor Area: 32,343 square feet
Figures 007A – 007E

Asbestos Containing Materials (ACM):

Homogeneous Areas:

HA-2: White fibrous duct, pipe, joint, tank jacket, boiler jacket insulation (+)

Consists of 18,500 linear feet of piping (4" – 24") insulation, 3,500 joints (4" – 24"), and 66,350 square feet (6 inches thick) of boiler jacket insulation, described as white fibrous. This insulation material, found in the boiler room interior (FS-1), is in overall good condition with some localized physical damage. A couple of trash bags full of friable white fibrous insulation was observed on the cat walks, above the boilers.

HA-5: Brown fibrous (cardboard like) pipe insulation (+ inconsistent)

Consists of 1,800 linear feet of pipe insulation described as brown fibrous cardboard type. Several of the Galson samples identified this material as positive. A verification sample collected by A & M Engineering showed the material to be negative. Since the Galson samples were more numerous with a consistent positive reading, it is assumed the material is most likely positive. This insulation material found in the boiler room interior (FS-1) is in overall fair condition with some damage.

HA-7: Roof tar/felt/gravel (Assume +)

Consists of 33,000 square feet of roofing materials which are in good condition and require no immediate response.

Non-Asbestos Containing Materials Which Were Suspect:

Homogeneous Areas:

HA-1: Newer yellow fibrous (white foil wrapped) pipe insulation (Assume -)

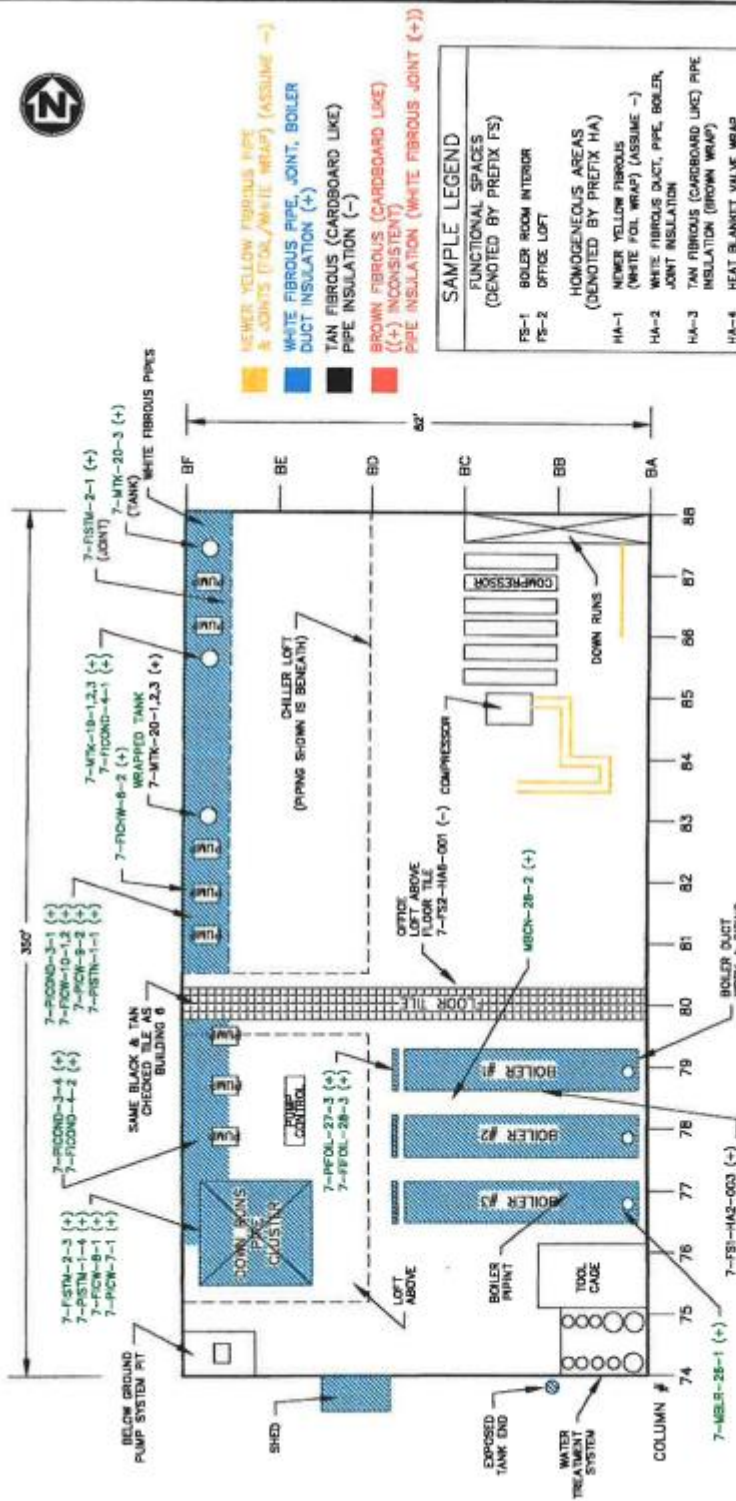
HA-3: Tan fibrous (cardboard like) pipe insulation (-)

HA-4: White fibrous heat blanket valve wrap (-)

HA-6: 12" x 12" floor tile – white with brown streaks (-)

7-43

Appendix B
1999 Asbestos Report Drawings



BUILDING 007 FLOOR PLAN (BOILER ROOM)

- PIPES RANGE FROM 3" TO 18"
- CHILLER LOFT - NEW PIPING INSTALLED APPROX. 1990
- (NEWER YELLOW FIBROUS) (NO SACBM - CHILLER LOFT)
- BOILERS ARE INSULATED WITH WHITE FIBROUS INSULATION JACKETS INSIDE

- NEWER YELLOW FIBROUS PIPE & JOINTS (TAN/WHITE WRAP) (ASSUME -)
- WHITE FIBROUS PIPE, JOINT, BOILER DUCT INSULATION (+)
- TAN FIBROUS (CARDBOARD LIKE) PIPE INSULATION (-)
- BROWN FIBROUS (CARDBOARD LIKE) ((+) INCONSISTENT)
- PIPE INSULATION (WHITE FIBROUS JOINT (+))

SAMPLE LEGEND

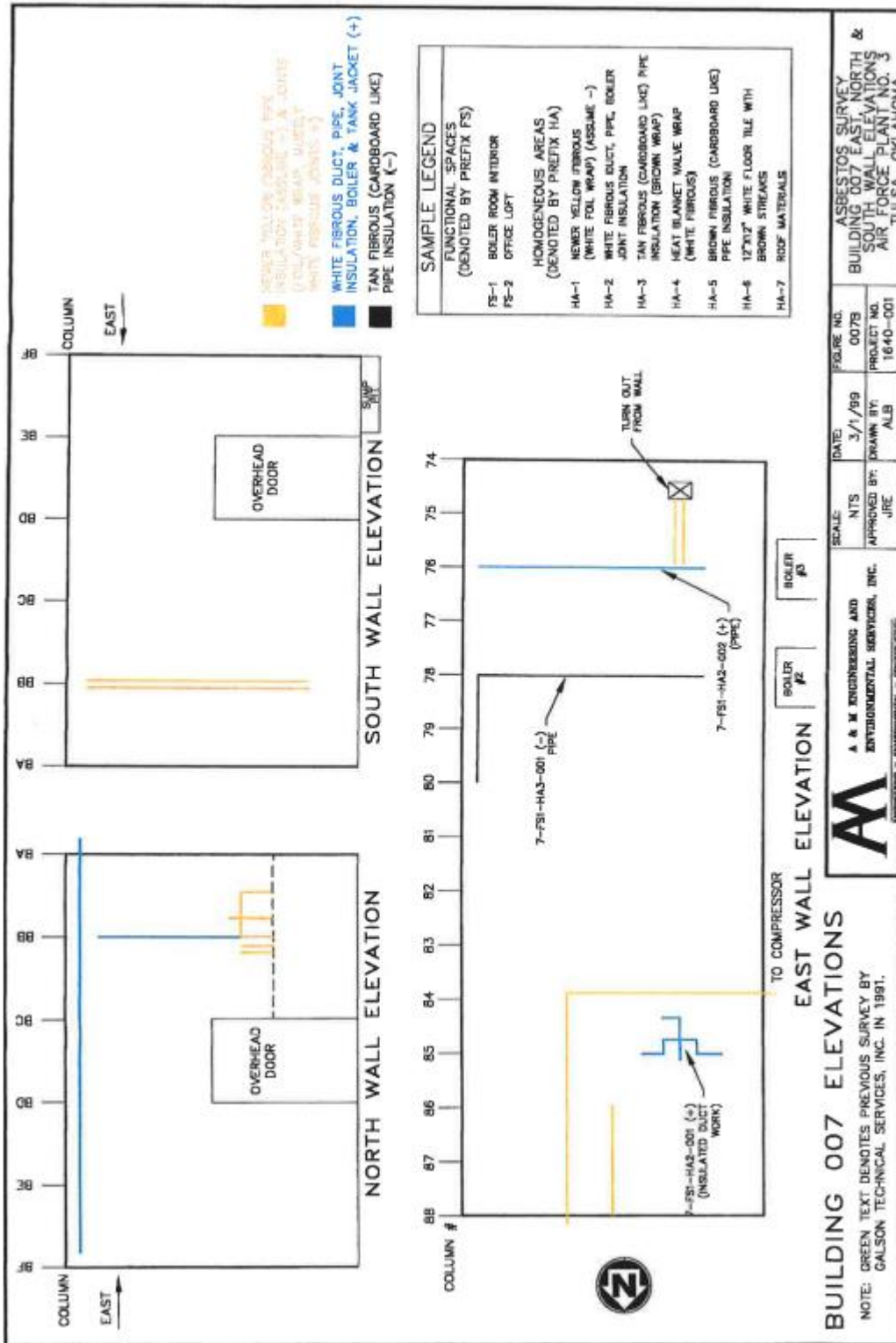
FUNCTIONAL SPACES (DENOTED BY PREFIX FS)	
FS-1	BOILER ROOM INTERIOR
FS-2	OFFICE LOFT
HOMOGENEOUS AREAS (DENOTED BY PREFIX HA)	
HA-1	NEWER YELLOW FIBROUS (WHITE FOL WRAP) (ASSUME -)
HA-2	WHITE FIBROUS DUCT, PIPE, BOILER, JOINT INSULATION
HA-3	TAN FIBROUS (CARDBOARD LIKE) PIPE INSULATION (BROWN WRAP)
HA-4	HEAT BLANKET VALVE WRAP (WHITE FIBROUS)
HA-5	BROWN FIBROUS (CARDBOARD LIKE) PIPE INSULATION
HA-6	12"x12" WHITE FLOOR TILE WITH BROWN STREAMS
HA-7	ROOF MATERIALS

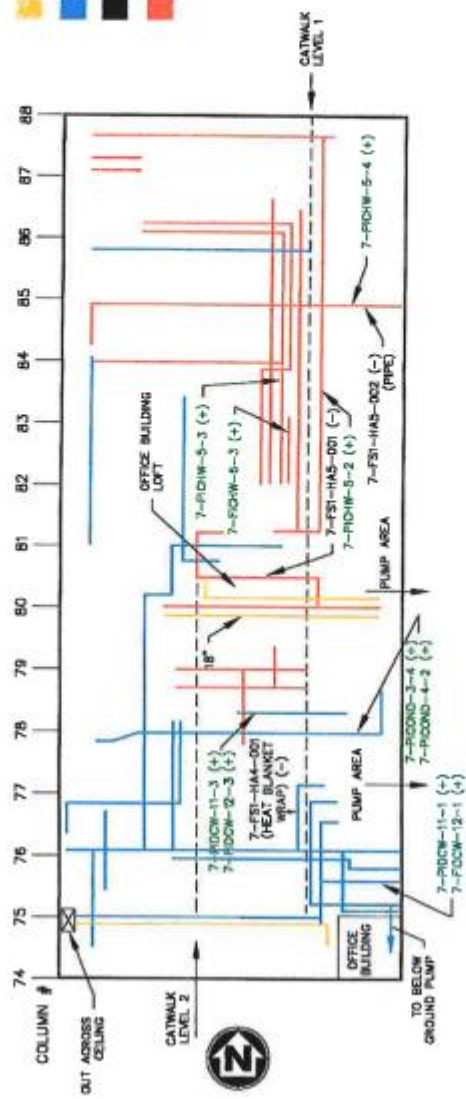
A M ENVIRONMENTAL SERVICES, INC. ENVIRONMENTAL - INDUSTRIAL - TRANSPORTATION

ASBESTOS SURVEY
BUILDING 007 FLOOR PLAN
BOILER ROOM
AIR FORCE PLANT NO. 3
TULSA, OKLAHOMA

SCALE: NTS DATE: 3/1/98
APPROVED BY: JRE DRAWN BY: ALB PROJECT NO: 1640-001

NOTE: GREEN TEXT DENOTES PREVIOUS SURVEY BY GALSON TECHNICAL SERVICES, INC. IN 1991.





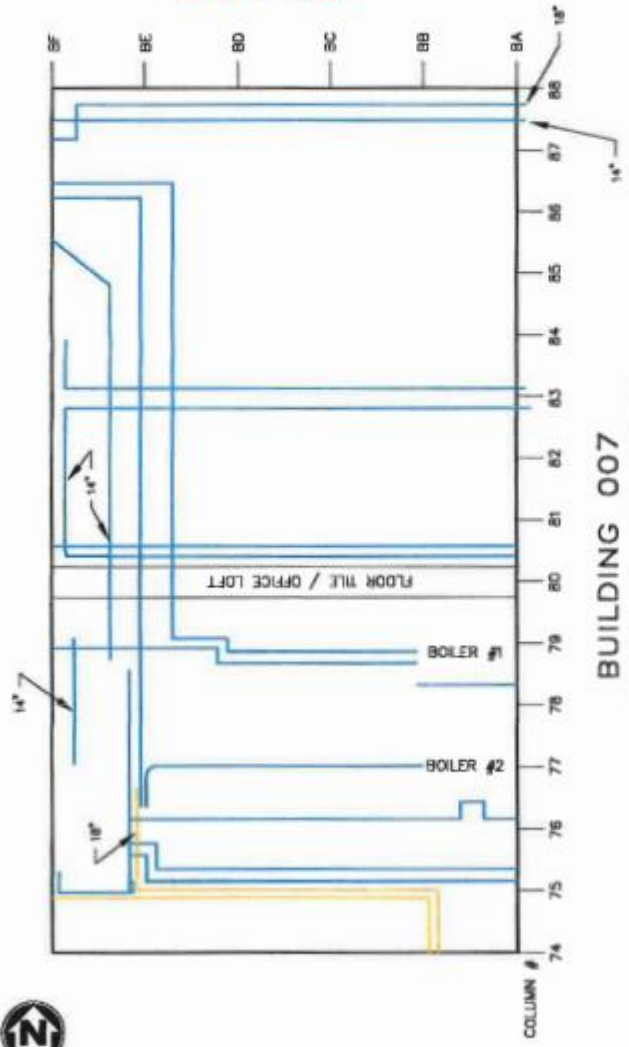
BUILDING 007 ELEVATION
WEST WALL ELEVATION

- NUMBER YELLOW FIBROUS PIPING
- BLUE DUCTS (FOL/WHITE WRAP) (ASSUME -)
- WHITE FIBROUS PIPE, JOINT, BOILER DUCT INSULATION (+)
- TAN FIBROUS (CARDBOARD LIKE) PIPE INSULATION (-)
- BROWN FIBROUS (CARDBOARD LIKE) (+ INCONSISTENT)
- PIPE INSULATION (WHITE FIBROUS JOINT (+))

SAMPLE LEGEND	
FUNCTIONAL SPACES (DENOTED BY PREFIX FS)	
FS-1	BOILER ROOM INTERIOR
FS-2	OFFICE LOFT
HOMOGENEOUS AREAS (DENOTED BY PREFIX HA)	
HA-1	NEWER YELLOW FIBROUS (WHITE FOL WRAP) (ASSUME -)
HA-2	WHITE FIBROUS DUCT, PIPE, BOILER JOINT INSULATION
HA-3	TAN FIBROUS (CARDBOARD LIKE) PIPE INSULATION (BROWN WRAP)
HA-4	HEAT BLANKET VALVE WRAP (WHITE FIBROUS)
HA-5	BROWN FIBROUS (CARDBOARD LIKE) PIPE INSULATION
HA-6	12"x12" WHITE FLOOR TILE WITH BROWN STREAKS
HA-7	ROOF MATERIALS

NOTE: GREEN TEXT DENOTES PREVIOUS SURVEY BY GALSON TECHNICAL SERVICES, INC. IN 1991.

	SCALE:	DATE:	FIGURE NO.
	NTS	3/1/98	007C
APPROVED BY:	DRAWN BY:	PROJECT NO.	ASBESTOS SURVEY
ALB	ALB	1640-001	BUILDING 007 WEST WALL ELEVATION
			AIR FORCE PLANT NO. 3
			TULSA, OKLAHOMA



**BUILDING 007
CEILING PLAN LAYOUT**

- 50' CEILING
- ROOF - TAR/FELT/GRAVEL (ASSUME +)
- SAME ORANGE FIBROUS INSULATION ON WALLS & CEILING WITH METAL GRATING (SAME AS OTHER BUILDINGS, ASSUME -)

- ORANGE FIBROUS PIPE & JOINT (ASSUME -)
- WHITE FIBROUS PIPE, JOINT, BOILER DUCT INSULATION (+)
- TAN FIBROUS (CARDBOARD LIKE) PIPE INSULATION (-)
- BROWN FIBROUS (CARDBOARD LIKE) (+ INCONSISTENT)
- PIPE INSULATION (WHITE FIBROUS JOINT (+))

SAMPLE LEGEND	
FUNCTIONAL SPACES (DENOTED BY PREFIX FS)	
FS-1	BOILER ROOM INTERIOR
FS-2	OFFICE LOFT
HOMOGENEOUS AREAS (DENOTED BY PREFIX HA)	
HA-1	NEWER YELLOW FIBROUS (WHITE FOL WRAP) (ASSUME -)
HA-2	WHITE FIBROUS DUCT, PIPE, BOILER JOINT INSULATION
HA-3	TAN FIBROUS (CARDBOARD LIKE) PIPE INSULATION (BROWN WRAP)
HA-4	HEAT BLANKET VALVE WRAP (WHITE FIBROUS)
HA-5	BROWN FIBROUS (CARDBOARD LIKE) PIPE INSULATION
HA-6	17"x12" WHITE FLOOR TILE WITH BROWN STREAKS
HA-7	ROOF MATERIALS



NOTE: GREEN TEXT DENOTES PREVIOUS SURVEY BY GALSON TECHNICAL SERVICES, INC. IN 1991.

A & M ENGINEERING AND ENVIRONMENTAL SERVICES, INC.
INCORPORATED IN OKLAHOMA

SCALE: NTS
 APPROVED BY: JRC
 DRAWN BY: ALB

FIGURE NO. 0070
 PROJECT NO. 1840-001
 ASBESTOS SURVEY
 BUILDING 007, CEILING
 PLAN LAYOUT
 AIR FORCE PLANT NO. 3
 TULSA, OKLAHOMA

Appendix C
DAVIS BACON

"General Decision Number: OK20190053 09/27/2019

Superseded General Decision Number: OK20180053

State: Oklahoma

Construction Type: Building

Building Construction - does not include residential construction consisting of single family homes and apartments up to and including 4 stories. (Including building projects on industrial sites and treatment plants)

County: Tulsa County in Oklahoma.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	07/26/2019
3	09/27/2019

BROK0005-004 12/31/2018

	Rates	Fringes
BRICKLAYER.....	\$ 24.42	9.57

ELEC0584-006 05/28/2018

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems).....	\$ 30.43	7%+9.70

ELEV0083-003 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC....	\$ 40.69	33.705+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
 - b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.
-

ENGI0627-020 06/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 31.05	13.75
Group 2.....	\$ 29.35	13.75
Group 3.....	\$ 28.80	13.75
Group 4.....	\$ 28.00	13.75
Group 8.....	\$ 23.65	13.75
Group10.....	\$ 22.20	13.75

POWER EQUIPMENT OPERATOR

GROUP 1: All Crane Type Equipment 200 ton and larger and including 400 ton capacity cranes. All Tower Cranes.

GROUP 2: All Crane Type Equipment 100 ton capacity and larger cranes, and less than 200 ton capacity.

GROUP 3: All Crane Type Equipment 50 ton capacity and larger cranes, and less than 100 ton capacity. Crane Equipment (as rated by mfg.) 3 cu. yd. and over Guy derrick Whirley Power Driven Hole Digger (with 30' and longer mast).

GROUP 4: CRANES with Boom Incl. Jib less than 100 ft and less than 3 cu. Yd.; Overhead Monorail Crane

GROUP 8: FORK-LIFT

GROUP 10: OILER; SEMI-TRAILER TRUCK DRIVER

IRON0584-025 06/01/2018

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 25.00	15.25

PLUM0430-010 07/01/2018

	Rates	Fringes
PLUMBER (Excludes HVAC Pipe and Unit Installation).....	\$ 31.50	13.88

PLUM0430-019 07/01/2018

	Rates	Fringes
HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct).....	\$ 31.50	13.88

PLUM0430-020 07/01/2018

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation, excluding HVAC Unit Installation).....	\$ 31.50	13.88

* ROOF0143-001 06/01/2019

	Rates	Fringes
ROOFER.....	\$ 21.80	8.35

SHEE0270-006 06/01/2017

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 31.89	14.31

SUOK2012-033 07/30/2012

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 15.08	1.21
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 14.96	1.55
CAULKER.....	\$ 20.00	1.61
CEMENT MASON/CONCRETE FINISHER.....	\$ 13.72	1.27
DRYWALL FINISHER/TAPER.....	\$ 13.00	0.00
ELECTRICIAN (Alarm Installation).....	\$ 19.48	3.34
ELECTRICIAN (Low Voltage Wiring).....	\$ 20.65	3.06
ELECTRICIAN (Sound and Communications Systems Installation).....	\$ 21.11	2.47
FORM WORKER.....	\$ 12.69	0.38

LABORER: Common or General.....	\$ 12.44	2.71	
LABORER: Mason Tender – Brick.....	\$ 12.43	0.00	
LABORER: Mason Tender – Cement/Concrete.....	\$ 13.00	1.91	
LABORER: Pipelayer.....	\$ 12.39	0.00	
OPERATOR: Asphalt Paver.....	\$ 16.25	0.00	
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.96	4.22	
OPERATOR: Bulldozer.....	\$ 21.07	2.48	
OPERATOR: Grader/Blade.....	\$ 14.28	1.70	
OPERATOR: Loader (Front End).....	\$ 16.18	0.00	
PAINTER: Brush, Roller and Spray, Excludes Drywall Finishing/Taping.....	\$ 12.22	0.00	
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 22.11	4.93	
SPRINKLER FITTER (Fire Sprinklers).....	\$ 21.86	1.19	
TRUCK DRIVER: Dump and Flatbed Truck.....	\$ 11.00	0.00	-

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses the body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate

Identifiers A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

PACKING LABEL

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Respondent Submission For:

CSP# 24-909

RFP DESCRIPTION: Air Force Plant 3 Property Renovation - Phase 2

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