

PENDING APPROVAL

DEMOLITION CONTRACT

This agreement made between **Union City Machine, P.O. Box 118, Union City, OK 73090**, hereinafter referred to as Contractor, and the Board of County Commissioners of Oklahoma County, Oklahoma, hereinafter referred to as County.

WITNESSETH:

Contractor and County, for the consideration set forth herein, agree as follows:

I. CONSIDERATION: That Contractor is the lowest and best bidder for:

Oklahoma County Project No. CTH-2016-1
Demo Courthouse 9th Floor

for the Bid/Proposal Option 1, as formally accepted not to exceed the total amount of **Forty-Seven Thousand Five Hundred Dollars and no cents (\$47,500.00)**.

II. THE WORK: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and include all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the project.

III. DESCRIPTION OF WORK: Contractor shall for the above consideration perform the specified work at the Oklahoma County Courthouse, Oklahoma City, Oklahoma as designated on attached plan in "Attachment A," described as Bid/Proposal written in detail as follows:

CONTRACTOR WORK:

1. Demolish and remove the CMU, concrete, and sheetrock walls.
2. Demolish and remove all bed racks, floor mounted tables, and dead piping/conduit.
3. Demolish and remove all cell bars, walkway bars, window bars, and cell latch assemblies.
4. Demolish and remove all shower enclosures, wall urinals, and sinks.
5. Demolish and remove kitchen area, walk in cooler, and vent hood.
6. Cell bars to be cut flush with flatsteel casing and curb.
7. Exposed live piping and cabling to be cut without interfering or damaging piping.
8. Demo material will be removed and cut to meet restrictions of elevators.
9. Provide skate carts for demo material relocation.
10. Work with Facilities Maintenance personnel in all trades and disciplines to address any and all unforeseen conditions including live plumbing, pipes, live cabling, electrical, and any asbestos issues encountered.
11. Work to be completed after normal working hours.

COUNTY WORK:

1. Prior to Demo, remove and clear all known and accessible asbestos from piping.
2. Prior to Demo, identify all live and/or dead piping to be marked for demo or to remain.
3. Prior to Demo, turn off sprinkler system.
4. Allow access to two (2) water hose hookups on 9th Floor.
5. Allow access to windows on 9th Floor.
6. Allow access to elevators on 9th Floor.
7. Allow access to restroom facilities.
8. Allow access and designated space in alley for scrap metal dumpsters.
9. Relocate all demo material from 9th Floor to alley dumpsters.
10. Provide inmate labor to dispose of demo material.

IV. CONTRACT DOCUMENTS: The contract documents shall consist of this Contract and the following documents:

Proposal by Contractor dated August 23, 2016, and awarded October 26, 2016
All Bonds

PENDING APPROVAL

- V. ASSIGNMENT TO CONTRACT: Neither party to this contract shall assign this contract without written consent of the other.
- VI. CONTRACT TIME: Work on this project shall commence within ten (10) calendar days from the date on which the work order is issued and completed on or before May 1, 2017, from the commencement thereof.
- A. The rate of progress shall be such that the whole work will be performed and the premises be cleaned within the time stated herein and in accordance with the contract, plans, and specifications.
- B. The Contractor shall be entitled to an extension in time only when the request for extension is submitted to the County in writing by the Contractor within seven (7) days from and after the time when the alleged cause of delay shall occur; and then approved by the County at their regular scheduled meeting.
- VII. SCOPE OF WORK: Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall furnish, except as otherwise provided, at his own cost and expense, all services and material for the completion of the work proposed to be done under this contract. Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, will complete the same in a thorough, workmanlike, and substantial manner in every respect to the satisfaction and approval of the Property Manager and/or the County Engineer, within the time specified herein and in strict accordance with the instructions and information contained in the notice to bidders, instructions to bidders, form or bid or proposal, this Contract, any performance or other surety bond, and the drawings and specifications.
- VIII. LIABILITY FOR DAMAGES: The County, its officers, agents, or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part thereof; to any materials, building, equipment, or other property that may be used or employed therein, or placed on the work site during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of contractor or otherwise; or for any damage to any property occurring during or resulting from the work. The Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall indemnify the County, its officers, agents and employees, against all such injuries, damages, and compensation arising or resulting from causes other than the County's neglect, or that of its officers, agents, or employees.
- IX. INSPECTION OF WORK AND MATERIALS:
- A. The County may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interest of the County, materials furnished and work done as the work progresses.
- B. The County Engineer, his inspectors, agents, or representatives and the Oklahoma County Property Manager, shall, at all times, have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.
- C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the County Engineer, his inspectors, agents, or representatives and the Oklahoma County Property Manager
- D. Inspection of the work by these authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of the Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, or to constitute Contractor an agent of the County.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the County Engineer and the Oklahoma County Property Manager. All rejected

PENDING APPROVAL

materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.

F. Whenever the specifications, the instructions of the County, or the laws, ordinances, or regulations of any public authority require work to be specially tested or approved, Contractor shall give the County Engineer and the Oklahoma County Property Manager timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for such inspection.

E. All materials removed from this project shall be disposed of in accordance with all federal, state, city, county and other local laws and established ordinances and regulations. No materials shall be salvaged from the properties by the Contractor, including his agents, employees, subcontractors, independent contractors, and/or independent contractors retained pursuant to this agreement.

X. **INSURANCE:** Contractor shall not commence work under this contract until he has obtained all insurance required under this section and such insurance has been approved by the County Engineer. Likewise, Contractor shall not allow any approved subcontractor to commence work until all similar insurance has been so obtained and approved. The following insurance shall be required:

A. Workers Compensation insurance for all of Contractor's employees engaged in work at the site of the project.

B. Comprehensive public liability and property damage insurance insuring the County against any liability, including but not limited to personal injury, accidental death, property damage arising out of the performance of this contract in at least an amount sufficient to satisfy any claims under the Oklahoma Governmental Tort Claims Act, 51 O.S., Secs. 151-171. The insurance policy must contain provisions that the County be notified if the insurance carrier intends to cancel or not renew the policy.

XI. BONDS

A. For construction or repair of a public or private building, structure, or improvement on public real property, the company that receives the award shall:

1. Furnish a bond with good and sufficient sureties payable to the County in a sum not less than the total sum of the contract; or

2. Cause an irrevocable letter of credit, containing terms the County prescribes, to be issued for the benefit of the County by a financial institution insured by the Federal Deposit Insurance Corporation in a sum not less than the total sum of the contract.

B. The bond or irrevocable letter of credit shall ensure the proper and prompt completion of the work in accordance with the contract and shall ensure that the contractor shall pay all indebtedness the contractor incurs for the contractor's subcontractors and all suppliers of labor, material, rental of machinery or equipment, and repair of and parts for equipment the contract requires the contractor to furnish.

XII. **COMPLIANCE WITH LAWS:** Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall keep himself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances, or regulations are mentioned herein, and shall indemnify the County, its officers, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations.

XIII. TERMINATION:

A. **FOR CAUSE:**

PENDING APPROVAL

If Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, (1) is adjudged as bankrupt, (2) makes a general assignment for the benefit of his creditors, (3) has a receiver appointed on account of his insolvency, or (4) persistently or repeatedly refuses or fails, in cases for which extension of time in writing is provided, to supply enough properly skilled workmen or proper materials, fails to make prompt payment for materials or labor, persistently disregards laws, ordinances, or instructions of the County Engineer, ceases operations under this Contract at any time or otherwise is guilty of a substantial violation of any provision of this Contract, then the County, upon certification of the County Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving Contractor and his surety written notice, terminate the employment of contractor, take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever method the County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the expense of finishing the work, including compensation for additional material and administrative services, such excess shall be paid to Contractor. If such expense exceeds the unpaid balance, Contractor shall pay the difference to the County. The expenses incurred by the County, as herein provided, and the damage incurred through Contractor's default shall be certified by the County Engineer.

B. FOR CONVENIENCE

If the County Engineer determines that a termination is in the County's interest, the County may terminate the entire Contract or any portion of the Contract. The County Engineer will provide a written notice of termination to the Contractor specifying the extent of termination and the effective date. After receipt of a notice of termination, the Contractor shall immediately proceed with the following obligations: (1) Stop work as specified in the notice, (2) Place no further subcontractors or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract, (3) Terminate all subcontractors to the extent they relate to the work terminated, and (4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of the Contract. If the County Engineer orders termination of all or part of the Contract effective on a certain date, the County will pay for completed work at the prorated square footage as of that date.

- XIV. ACCEPTANCE OF WORK: No act of the County, or of any representative, in superintending or directing the work, or any extension of time for the completion of the work, shall be regarded as an acceptance of such work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the Final Resolution approved by the County. Before any final resolution will be allowed, Contractor will be required to swear to and sign a statement of all claims on account of work done and materials furnished under this Contract and that all claims for materials provided or labor performed have been paid and set aside in full. No waiver of any breach of this Contract by the County or any acting on its behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative.
- XV. COMPENSATION: The County shall pay and Contractor shall receive the prices stipulated in the proposal which is incorporated and made a part of this contract, as full compensation for everything furnished and done by Contractor under this contract, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuance of the work; and for well and faithfully completing the work as herein provided.
- XVI. PROGRESS AND FINAL PAYMENTS: Partial payments will be made to Contractor for material on hand and work performed at Contractor's request but in any event not more often than monthly.
- A. On final completion of the work and settlement of all claims, owner shall pay Contractor the remainder of the contract price. Provided, there shall be retained from such final payment, or from any payments due contractor under this contract, all amounts that may be expended by the County for work done or materials furnished in carrying out any of

PENDING APPROVAL

the work done under this contract that Contractor has failed to do to the satisfaction of the designated agents of the County; all amounts that may be necessary to pay for labor, tools, plant, and materials engaged and used in the work and for which Contractor has failed to pay; by the terms of the contract or any laws of the State of Oklahoma, the County is or may be authorized to reserve and retain.

- B. Acceptance by Contractor of the final estimate and the final payment by the County to Contractor shall be a release of the County from all claims and liabilities to Contractor for anything done or furnished for or relating to the work, or for any act, neglect, fault, or default of the County or of any person relating to or affecting the work.
- C. Ten percent (10%) of all partial payments made shall be withheld as retainage. At any time the Contractor has completed in excess of fifty percent (50%) of the total Contract amount as certified by the architect, the retainage shall be reduced to five percent (5%) of the amount earned to date if the Owner has determined that satisfactory progress is being made, and upon approval by the surety. A detailed list of materials suitably incorporated or stored on site must accompany each request for payment.
- D. Invoices will be issued by Contractor for all work performed under terms of this Contract. Invoices are due and payable on receipt.
- E. The Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall keep an accurate record of each workman showing his name, address, social security number, work classification, hourly wage paid, total paid, overtime hourly wage paid, and the occupation of each workman employed by them, in connection with the project, and showing also the actual wages paid to each workman, which record shall be certified and shall be open at all reasonable hours to the inspection of the County, its officers and agents at the principal office of the Contractor. Upon completion of the project, the Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall forward a certified copy of the records to the County.

XVII. INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the contract shall be amended to make such insertion on application of either party.

XVIII. MODIFICATIONS: The County may modify this contract with respect to the arrangement, character, alignment, grade, or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the County Engineer and approved by the governing board. Any such modifications shall not subject contractor to increased expense without equitable compensation which compensation shall be determined by the County Engineer and by the governing board. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. Such deductions shall be determined by the County Engineer. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent thereof has first been certified by the County Engineer in writing and sent to Contractor.

XIX. COMPLETENESS OF CONTRACT: The written terms and provisions of this contract shall supersede all prior verbal statements of any officer or other representative of the County, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this contract or the contract documents.

XX. GUARANTY OF WORK:

- A. Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, agrees to guarantee all work under this contract for a period of 1 year from the date of final settlement thereof.

PENDING APPROVAL

- B. If any unsatisfactory condition or damage develops within the time of this guaranty due to workmanship that is defective, inferior, or not in accordance with the contract, Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, shall, whenever notified by the County, immediately place such guaranteed work in a condition satisfactory to the County and make repairs of all damage to the buildings, equipment, and grounds made necessary in the fulfillment of the guaranty.
- C. If Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, fails to proceed promptly to comply with the terms of any guaranty under this contract, Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, agrees that the County may have such work performed as the County considers necessary to fulfill such guaranty or may allow the damage or defective work to remain as it is. In the first instance, Contractor shall promptly pay the County such sums as were expended in fulfilling the guaranty; in the second instance, he shall promptly pay the County such sums of money as it would have been necessary to expend to fulfill them. Usual wear and tear and the results of accidents not chargeable to Contractor, including his agents, employees, subcontractors, independent contractors and/or independent contractors retained pursuant to this agreement, and are excepted from the above requirements. Everything necessary for the fulfillment of any guaranty must be done without any expense to the County.

XXI. GOVERNING LAW: The Contract shall be governed by the law of the place where the Project is located, that being the State of Oklahoma.

XXII. OWNER IS A SUBDIVISION OF THE STATE OF OKLAHOMA

- A. It is expressly understood that the County under this Contract is a subdivision of the State of Oklahoma and consequently may only contract within the limitations provided by the Oklahoma law. Notwithstanding any other provision to the contrary hereinbefore set forth, the provisions of this Article shall control any other provision of this Contract.
- B. Contractor shall not perform any work contemplated within the meaning of "the Work" described in Paragraph II herein, until the Contractor receives a Purchase Order from the County showing that the full amount of the obligation created pursuant to this Contract for the project has been encumbered within an unencumbered amount previously appropriated for such purpose. For the purpose of this Contract it is understood and agreed that the full amount of the obligation created pursuant to this Contract is no more than **Forty-Seven Thousand Five Hundred Dollars and no cents (\$47,500.00)**. In the event that a Change Order is approved pursuant to the terms of this Contract, and the terms of said Change Order require payment of any sum in addition to the sum immediately aforesaid, Contractor shall not perform any work contemplated within the scope of said Change Order until Contractor receives a Purchase Order from the County showing that the full amount of the obligation created pursuant to said Change Order has been encumbered within an unencumbered amount previously appropriated for such purpose in the budget of the County for the County's Fiscal year within which the Change Order is approved.

CONTRACTOR:
 Union City Machine
 P.O. Box 73090
 Union City, OK 73090
 (405) 641-6114

Signed before me this ____ day of _____, 2016.

 Contractor

 Notary Public

 Printed Name and Title

My Comm. Expires: _____

PENDING APPROVAL

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA

Chairman

ATTEST:

Member

Carolynn Caudill, County Clerk

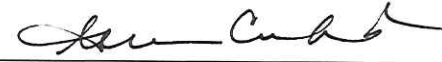
Member

APPROVED:



Stacey Trumbo, P.E.
County Engineer

APPROVED as to form and legality this 27 day of October, 2016.



Assistant District Attorney

PENDING APPROVAL

ATTACHMENT "A"

2016-08-31 15:04

1 >>

405 713 1860 P 2/2

BID CONT'D

UNION CITY MACHINE

P.O. BOX 118
Union City, OK 73090
Phone: (405) 641-6114

DATE August 23, 2016

TO Oklahoma County Courthouse

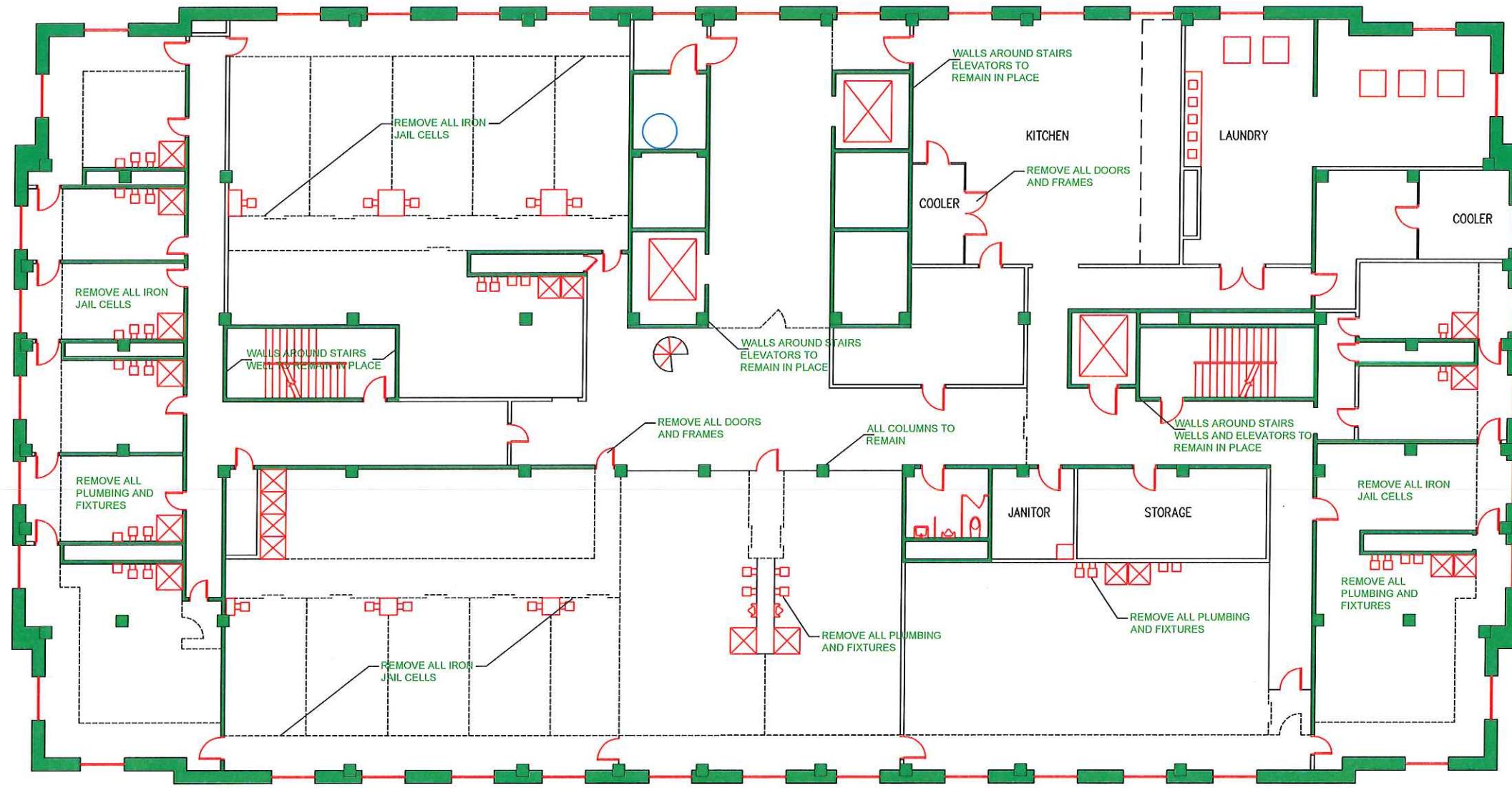
	DESCRIPTION	Total
	DEMO 9TH FLOOR COUNTY JAIL	
County Responsible	Sprinkle system to be turned off / inactive on 9th floor PRIOR to demo	
	County to allow UCM to open windows for ventilation during work scope hrs	
	County to allow access to 9th floor elevators	
	County to allow /provide area in alley for scrap metal dumpsters	
COUNTY TO DO:	Asbestos to be cleared from all piping before demo removal	
	UCM will not be responsible for ANY asbestos removal for demo project	
SPECIAL NOTE:	UCM requests access to restroom facilities during work scope hrs	
	UCM requests access to 2 water hose hookups on 9th floor	
	All METAL demo will become property of UCM and will be removed by UCM	
BID PRICE OPTION 1	County to MOVE/RELOCATE all demo material from 9th floor to alley dumpsters (possible inmate labor) This is requested since the extensive amount of trips needed and limited accessibility for time restraints UCM would provide skate carts and cut material into manageable pieces to fit onto elevators for removal	47,500.00
BID PRICE OPTION 2	UCM to move/relocate all demo material from 9th floor to alley dumpsters	65,500.00

UCM not responsible or will assume liability for any unmarked piping or utilities/ HVAC/sprinker

THANK YOU FOR YOUR BUSINESS!

Received Time Aug. 31. 2016 4:08PM No. 1331

PENDING APPROVAL



SCALE: 1/8" = 1'-0" FOOT

█ - WALLS AND COLUMNS TO REMAIN IN PLACE.
 - WALLS TO BE REMOVED.

1. REMOVE CEILINGS BACK TO CONCRETE DECK.
2. REMOVE MECHANICAL EQUIPMENT AND DUCT WORK. FIRE SUPPRESSION TO REMAIN. HVAC EQUIPMENT TO REMAIN AND BE RELOCATED BY OTHERS.
3. REMOVE ABANDONED ELECTRICAL EQUIPMENT AND CONDUIT.
4. REMOVE FLOORING - TERRAZZO AND THRESHOLDS TO REMAIN.
5. REMOVE MILLWORK.
6. REMOVE ALL DOORS AND FRAMES.
7. REMOVE ALL IRON JAIL CELLS.
8. REMOVE PLUMBING, FIXTURES AND PIPING - LIVE PLUMBING SERVING THE 11th FLOOR TO REMAIN. MOST JOINTS ARE WRAPPED IN AB CONTAINING MATERIAL. EXPECT DELAYS FOR REMEDIATION.
9. ALL DEMOLISHED MATERIAL WILL BE HAULED OFF SITE AND DISPOSED OF PROPERLY.
10. HAND LABOR WILL BE USED FOR ALL DEMOLITION.
11. AREA OF DEMOLITION WILL BE BROOM SWEEPED UPON COMPLETION.



Oklahoma County Engineering Department
 320 Robert S. Kerr, Suite 201
 Oklahoma City, Ok 73102-3431
 County Engineer: Stacey Trumbo P.E.

OKLAHOMA COUNTY COURTHOUSE NINE FLOOR DEMOLITION PLAN

NO.	REVISION

Date
 7-28-2016
 Scale
 AS SHOWN
 Sheet No.
 File No.