

May 5, 2011

ALTERATIONS TO NORTHCUTT TOYOTA

3409 W. Garriott Road
Enid, Oklahoma

Easley Associates, Architect

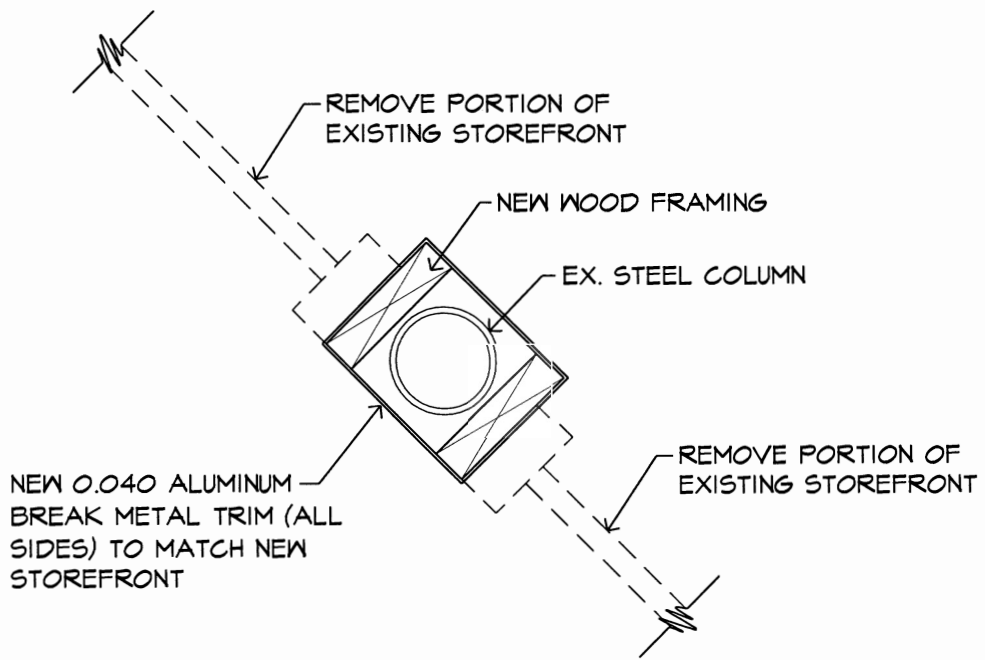
223 N. Independence
Enid, Oklahoma 73701



The following changes and clarifications shall be incorporated with the plans and specifications and shall be included in the contract documents. Please include and bind this copy into its corresponding specification.

1. See attached Section 00100 Instructions to Bidders: This specification section shall become a part of the contract documents in its entirety.
2. See attached Section 00300 Form of Proposal: This specification section shall become a part of the contract documents in its entirety. Note the project Bid Date is May 17, 2011 at 10:00 am at the office of the Architect located at 223 N. Independence, Enid, OK.
3. The "portal" structure shown on the drawings is furnished and installed by others. The Contractor is responsible for providing the concrete footings, slab areas, anchor bolts, and electrical rough-in and final connection for the items related to the "portal" structure. Contractor shall coordinate schedule and installation of "portal" structure with the installer.
4. New 2x2 suspended acoustical ceiling & grid shall match existing color, style, profile, etc. Field verify to match.
5. New aluminum storefront framing & glazing shall match existing color, style, profile, etc. Field verify to match.
6. New paint on interior gypsum board shall match existing color & sheen. Field verify to match.
7. The existing Showroom floor finish is 12x12 ceramic tile. Provide new 12x12 ceramic tile at the Showroom expansion area with color, finish, pattern, etc. to match existing. Field verify to match.
8. All finishes not specifically noted on the drawings shall match existing. Field verify existing finishes & patterns.
9. See Floor Plan 1/A2 & attached Page AD1-DWG1: Provide new wood blocking and storefront-matching aluminum trim to enclose two (2) existing steel columns where the existing storefront is removed – see attached sketch.
10. See Reflected Ceiling Plan 1/A3:
 - A. Fixture "A" shall be as follows (in lieu of catalog number shown): Lithonia; 2PM3-G-3-31-9-LD; with (2) 31W-T8U lamps; 120V; lay-in ceiling; 2x2 lay-in, 2-lamp, 9-cell 3" parabolic, silver, electronic ballast.
 - B. Fixture "B" shall be as follows (in lieu of catalog number shown): Lithonia; LF8N-1/32TRT-F801AZ-120; with (1) 32W TRT lamp; 120V; recessed; 8" recessed horizontal compact fluorescent can, clear specular open.

end of addendum #1



6
A6

EXIST. COLUMN COVER

1/2" = 1'-0"

1. The terms "Contractor or "Subcontractor" shall be interchangeable for the purpose of the plans and specifications and shall have the same meaning.

Contractor shall be self sufficient with all tools, devices, labor and materials necessary to complete the work contracted for. The project superintendent shall be on site at all times (when work is in progress) and available for coordination and supervision of all trades.

2. PLANS AND SPECIFICATIONS:

A deposit of \$25.00 per set will be required from each contractor obtaining plans. This deposit will be returned if Contractor submits a proposal and if all sets secured by bidder are returned in good order within seven (7) days after bid date. In case of failure to submit a proposal or to return plans as specified, the deposit will be forfeited. Extra plans and specifications for bidding purposes may be purchased for the cost of printing.

3. TIME AND PLACE OF BID OPENING:

Sealed proposals submitted on the "Form of Proposal" as bound herewith will be received by the Architect at his office located at 223 North Independence; Enid, Oklahoma, until 10:00 a.m. on the 17th day of May 2011 for furnishing all necessary labor, materials, and equipment for the construction of the Addition to Northcutt Toyota, 3409 West Owen K. Garriott Road, Enid, Oklahoma.

4. EARLY/LATE BIDS:

Bids received after the final time set for receipt of bids, will not be considered and will be returned unopened.

5. BID OPENING:

Said bids will be publicly opened, read aloud, and tabulated by the Architect, located at 223 North Independence, Enid, Oklahoma, at 10:00 a.m. on the 17th day of May 2011. Bid proposals received will be presented to the Owner's of Northcutt Toyota. It is their intention to immediately award and execute the contract for construction. Contractor must be available to begin work immediately.

6. INTERPRETATION OF PLANS AND SPECIFICATIONS:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans and specifications, he may submit an interpretation request to the Architect, who will send a written bulletin to all bidders. Neither the Architect nor the Owner will be responsible for any oral instructions.

7. MATERIALS AND WORKMANSHIP:

All materials and equipment shall be new and of quality specified and shall be

free from defects of any kind. All equipment shall be complete in accordance with the Manufacturers standard specifications, and all material and equipment shall be installed according to the manufacturer's recommendations unless otherwise specified.

Contractor is to include transportation to the site, storage, uncrating and installation of all equipment and materials furnished by him.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standard of work required throughout shall be of such grade as will bring results of first class only. Mechanics whose work is unsatisfactory to the Owner or to the Architect, or are considered by the Architect as being unskilled or otherwise objectionable, shall be instantly dismissed from the work upon written notice from the Architect.

8. CHANGES IN THE WORK:

Any attempt by the Contractor to make changes in the work shall be authorized by the Architect in writing, but requests by the Contractor may be verbal. Changes in the work resulting in differences in the contract price or time shall be performed only after issuance of a Change Order, signed by Architect, Owner and Contractor.

9. PERMITS, LICENSES, ORDINANCES, REGULATIONS:

Building permit fee, as required, and all other permits required by law, ordinances and rules shall be paid by the Contractor.

10. BULLETINS:

Information contained in all bulletins to bidders is to be incorporated in the proposals and will become part of the contract documents.

11. EXAMINATION OF SITE:

Bidders shall examine conditions at the site. Proposals shall take into account existing conditions affecting work. Bidders shall be thoroughly familiar with the Contract Documents and the existing facilities. The failure to do the foregoing shall in no way relieve the Bidder from any obligation in respect to his bid.

12. BEGINNING AND COMPLETION OF CONSTRUCTIONS:

Construction shall begin immediately upon award of contract and issuance of the "Notice to Proceed". Work shall proceed diligently and without delays to completion. Contractors shall report to work within 48 hours of notification. Contractor will coordinate and cooperate with the Owner and separate contractors or equipment and furniture suppliers to allow uninterrupted work schedules for all parties involved. Construction completion time and availability is of major importance and will be taken into consideration in

award of contract. The Owner's intent is to place this facility in full operation as soon as possible. Contractor must show a history of successful project completions within time and budget constraints. The contractor shall prepare schedule of work and schedule of values. The Contractor shall submit invoices for material and work when required for approval by the Owner or Architect.

If work will not be completed by the agreed upon date, or if work falls behind submitted schedules, payments to the contractor will be withheld until project is back on schedule or until completion of the project.

The contractor will be required to commence work within 10 calendar days after the Owner issues a Notice to Proceed and shall be present at the jobsite during normal working hours and shall proceed to completion with due diligence.

13. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME:

Contractor must be Substantially Complete no later than the number of calendar days written on his "Form of Proposal", regardless of weather delays, delays in material deliveries, or other delays in construction. These delays shall be considered by the Contractor when stating the number of calendar days required for completion. Time will be a major consideration in the award of the contract for construction.

For each calendar day that any work shall remain uncompleted after the time agreed upon in the proposal or the contract, or as automatically increased by additional work or materials ordered after the contract is signed, or the increased time granted by the owner for the completion of work, the sum of \$200 per day, unless otherwise specified in the proposal or special provision, will be deducted from the monies due the contractor, not as penalty but as liquidated damages.

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but should be deemed, taken and treated as reasonable liquidated damages since it would be impractical and extremely difficult to fix the actual damages.

14. PERIODIC PAYMENTS FOR CONTRACTOR:

The contract agreement between Owner and Contractor will provide payment of 90% of the cost of labor performed, materials suitably stored at the site, and materials built into the work as of the tenth day of each month. Request for payment shall be submitted to the Architect on or before the fifteenth day of the month. Within 5 business days thereafter, the Architect will issue a certificate for payment to the Owner based on the Architect's independent measurements of the progress of the work. Payment of approved requests shall be made within 20 business days thereafter. Requests for payment made after the day specified will be included in the following months requests. It shall be the Contractor's responsibility to submit his own request

for payment to the Architect. Request for payment shall be on AIA document G702 and G703. Request for payment shall be completed in full.

15. FINAL PAYMENT:

The Owner shall make a final payment when the work, as detailed and specified and material provided, is completed and accepted. The Contractor shall submit evidence that all payrolls, materials bills and all indebtedness connected with the work have been paid. The entire installation shall be inspected by the Architect and the Owner. Any defects or discrepancies in materials or workmanship shall be corrected by the Contractor before final acceptance and payment.

16. CONTRACT FORM:

The Contractor will execute a contract in the form of AIA Document A 101, 1987 edition, between the Owner and Contractor for a Stipulated Sum. NO WORK CAN COMMENCE BEFORE EXECUTION OF A WRITTEN CONTRACT.

17. LABOR STANDARDS AND SOCIAL SECURITY:

Contractor shall comply with all requirements for applicable labor standards, equal opportunity requirements and procurement regulations for construction projects. Contractor shall comply with requirements of social security act and other taxes for workmen's benefit.

18. CONTRACTOR/SUB-CONTRACTORS:

The General Contractor is fully obligated to the Owner for all work performed by all his sub-contractors.

end of section

FORM OF PROPOSAL

Proposal must be made on this form. Fill all blanks completely. Prices must be shown in writing and figures.

Northcutt Toyota
3409 West Owen K. Garriott Road
Enid, Oklahoma 73703

DATE: _____

Proposal of _____ hereinafter called "Bidder" a Corporation, organized and existing under the laws of the State of Oklahoma.

The bidder, in compliance with your invitation for bids for construction of the Addition to Northcutt Toyota, having examined the plans and project requirements, and being familiar with the existing conditions surrounding the construction of the proposed project and the availability of materials and labor, hereby proposes to furnish all equipment, supplies, labor and materials, to complete the project in accordance with the contract documents within the time and price set forth herein.

By submission of this Bid, Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The undersigned bidder proposes and agrees that if his proposal is accepted, to enter into contract with Northcutt Toyota on forms prescribed with approved sureties, within seven (7) days, after notice of award to execute the Contract.

NOTICE TO PROCEED & SCHEDULE REQUIREMENTS: Bidder hereby agrees to commence work under this contract as specified and to fully complete the project on or before the number of calendar days written below. Bidder further agrees to his (her) payments being withheld if construction falls behind schedule. Payments shall be withheld until construction is back on schedule or until completion of constructions, whichever comes first.

RIGHT TO REJECT BID: The Owner reserves the right to reject any or all bids and to waive informalities or minor irregularities in any bid.

BID PROPOSAL: Subject to the above conditions, the undersigned Bidder agrees to accept compensation for the completed work in accordance with the detailed plans and specifications, the following price:

LUMP SUM PRICE

\$ _____

Total number of calendar days required to complete work. _____

Contractor should note time of completions and delivery is of considerable importance to Owner, and will be considered in the award of the contract. Number of calendar days stated here shall include all anticipated delays for weather days, delivery delays or other delays which may occur during the course of construction. See Liquidated Damages for late completions.

The bidder has knowledge of the following addenda: _____

If during construction, the Owner authorizes additional work, the total charge to the Owner will be the cost of the work plus **10 percent** profit and overhead.

Signature

Firm Name

Title

Address

Employer I.D. No.

Address

END OF FORM OF PROPOSAL