



**Canadian County
Purchasing**

Bid Specifications

Date Issued: September 7, 2010
Bid Number: **2010-11-3**
Closing Date: October 8, 2010 at 4:00pm
 PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036
Opening Date: October 12, 2010 at 10:00am
 Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

~ SPECIFICATIONS ~

**New Roof at the Children's Justice Center for
Canadian County Public Facilities Authority, El Reno, Oklahoma**

Canadian County Public Facilities Authority is seeking bids for a New Roof at the Children's Justice Center located at 7905 E Hwy 66, El Reno, OK 73036

Project Manual Attached

Specifications: Applications for plans and specifications must be accompanied by a deposit of **Fifty and no/100 Dollars (\$50.00)** **per set**, and are obtained from the Canadian County Public Facilities Authority at the Children's Justice Center located at 7905 E Hwy 66, El Reno, OK 73036.

For Information Contact:

Jamie Gerard, Director of Operations

Phone: (405) 202-3469

Hours: Monday – Friday 8:00am to 4:30pm

Address: 7905 E Hwy 66, El Reno, OK 73036

If you have any questions or need additional information, please contact:
Sherry Murray, Purchasing Agent, 405.295.6125 or 405.422.2441
smurray@okcana.cogov.net

PROJECT MANUAL

NEW ROOF at the CHILDREN'S JUSTICE CENTER

FOR

CANADIAN COUNTY PUBLIC FACILITIES AUTHORITY

EL RENO, OKLAHOMA

SET _____



**NEW ROOF AT THE
CHILDREN'S JUSTICE CENTER
CANADIAN COUNTY PUBLIC FACILITIES AUTHORITY
CANADIAN COUNTY, EL RENO, OKLAHOMA**

TABLE OF CONTENTS

<u>DIVISION 0 - CONDITIONS OF THE CONTRACT</u>	<u>PAGES</u>
SECTION 00020 - Invitation to Bid	1
00100 - Instructions to Bidders	1-7
00200 - Information Available to Bidders	1-3
00230 - Existing Conditions	1
00300 - Bid Form	1-2
00460 - Alternates Bid Form	1
00480 - Noncollusion Affidavits	1-2
00490 - Notice of Award	1
00491 - Notice to Proceed	1
00492 - Claim or Invoice Affidavit	1
00493 - Affidavit of Payment	1-2
00500 - Agreement Forms	1-4
00600 - Bonds and Certificates	1-2
00610 - Performance Bond	1-2
00620 - Statutory Bond	1-2
00640 - Maintenance Bond	1-2
00650 - Certificate of Insurance	1
00660 - Certificates of Compliance	1-2
00665 - Sex Offenders & Convicted Felons Declaration	1
00700 - General Conditions	1
00810 - Supplementary Conditions	1-6
 <u>DIVISION 1 - GENERAL REQUIREMENTS</u>	
SECTION 01010 - Summary of the Work	1-4
01025 - Measurement and Payment	1-2
01030 - Description of Alternates	1
01036 - Modification Procedures	1
01040 - Project Coordination	1-2
01045 - Cutting and Patching	1
01060 - Regulatory Requirements	1-2
01100 - Special Project Procedures	1
01300 - Submittals	1-3
01500 - Temporary Facilities	1-2
01630 - Substitutions and Product Options	1-2
01700 - Project Closeout	1-3
01710 - Cleaning	1
01720 - Project Record Documents	1-2

**TABLE OF CONTENTS
CONTINUED**

	<u>PAGES</u>
<u>DIVISION 7 - THERMAL AND MOISTURE PROTECTION</u>	
SECTION 07220 - Roof Insulation	1-3
07305 - Roofing, General	1-3
07550 - Modified Asphalt Roofing System	1-5
07600 - Flashing and Sheet Metal	1-3

End of Table of Contents

**INVITATION TO BID
SECTION 00020**

**Bid #2010-11-3
NEW ROOF at the CHILDREN'S JUSTICE CENTER
FOR
CANADIAN COUNTY PUBLIC FACILITIES AUTHORITY
EL RENO, OKLAHOMA**

1. Sealed proposals will be received by the Canadian County Clerk's Office (Attn Purchasing), 201 N. Choctaw, El Reno, Oklahoma, until **4 pm, C.D.S.T.**, on the _____ **8th** day of **October, 2010** at which time said bids will be opened for furnishing all labor and materials for the New Roof at the Children's Justice Center for the Canadian County Public Facilities Authority. Proposals will be publicly opened and read aloud at the bid opening at the Canadian County Commissioners Public Meeting room, on October 12, 2010 @ 10:00 am located 201 N. Choctaw, El Reno, Oklahoma. All interested parties are invited to attend.
2. The Canadian County Public Facilities Authority Trustees reserves the right to waive any formalities, and the right to reject any or all bids. No bidder may withdraw his bid within 30 days after the date of the bid opening. Bids received more than ninety-six (96) hours, excluding Saturday, Sundays and holidays, before the time set for the opening of bids, or after **October 8, 2010 4pm C.D.S.T.**, will not be considered and will be returned unopened.
3. Contract Documents are on file at the Owner's office. All bidders shall visit the site prior to bid date. Contact Jamie Gerard at 405.202.3469 for plans and building access.
4. Applications for plans and specifications must be accompanied by a deposit of **Fifty and no/100 Dollars (\$50.00) per set**. Make a company check payable to Canadian County Public Facilities Authority. Plan deposits will be refunded to General Contractors who submit a bid and return the plans complete, in good condition, within seven (7) days of the bid opening. Bidders or non-bidders failing to return plans in a timely manner will forfeit their deposit. If a Contractor decides not to bid and returns the plans at least seven (7) days before the bid opening date, his deposit will be returned.
5. Each bidder must deposit sealed with his bid, security in the amount of five percent (5%) and in the form of a cashier's check, a certified check, or a surety bond. Deposits will be returned to the unsuccessful bidders.
6. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed, minimum wage rates to be paid under the contract and the non-collusion, business relationship, and non-discrimination provisions of the statutes.
7. Calendar days required for construction shall be submitted as part of the contractor's bid.
8. A contract must be executed within twenty (20) days following the award to the successful bidder.

Canadian County Public Facilities Authority
7905 E. Hwy 66
El Reno, OK

BY: Chairman, Canadian County Public Facilities Authority



PART 1 - GENERAL

1.01 Receipt and Opening of Bids:

- A. The Owner invites bids on the form attached hereto, all blanks of which must be appropriately filled out. Bids will be received by the Canadian County Clerk's Office (attn: purchasing) as shown in the Invitation for Bid, and then at said office publicly opened and read aloud.
- B. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

1.02 Preparation of Bid:

- A. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures in a proposal, the amount stated in written words shall govern.
- B. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, bid number, and closing date for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

1.03 Method of Bidding:

- A. The Owner invites the following bid: A lump sum.

1.04 Alternates:

- A. Each bidder shall state in his proposal the amount to be deducted from or added to the base bid, for all alternates, as specified in this specification.

1.05 Signature of Bidders:

- A. Each bidder shall sign his proposal, using his regular signature, and shall give his title and business address. If the bidder is a corporation, the proposal shall be signed by an officer, attested by the secretary, and the seal applied. The name of the person or persons signing should be typed or printed below the signature. When requested by the Owner, satisfactory evidence of the authority of the person signing in behalf of a corporation, or partnership, shall be furnished.

1.06 Qualifications of Bidders:

- A. In signing the proposal, the Bidder represents that he has a practical knowledge of the particular work bid upon, adequate plant equipment, and the necessary financial resources to complete the proposed work; and unless he can show evidence of such ability, he will not be eligible to receive the award of the contract.
- B. The Owner may require a bidder to furnish a financial statement, experience statement, and show that former work performed by him has been handled in such a manner that there are not just or proper claims pending against such work.

INSTRUCTIONS TO BIDDERS
SECTION 00100

1.06 Qualifications of Bidders: Continued

- C. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1.07 Bidding Procedure:

- A. Any interlineation, alteration or erasure of entries must be initialed by the signer of the bid. Interlineation, alteration or erasure of the printed bid form by the bidder is not permitted unless required by addendum or specifications.
- B. All requested alternates shall be bid. If no change to the base bid is required, enter "No Change". Failure to bid all alternates will disqualify the bid.
- C. Where two or more bids for designated portions of the work have been requested, the bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of bids he so stipulates. The bidder shall make no additional stipulations on the bid form nor qualify his bid in any other manner.
- D. Each copy of the bid shall include the legal name of the bidder and be signed by the person legally authorized to bind the bidder to a contract. An affidavit, properly notarized, that the bidder is a sole proprietor, a partnership, a corporation, or some other legal entity shall be included with the bid. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed.

1.08 Bid Security:

- A. Each bid must be accompanied by cashier's check, certified check of the bidder or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 30 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

1.09 Liquidated Damages for Failure to Enter into Contract:

- A. The successful bidder, upon his failure or refusal to execute and deliver the contract, insurance, and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such refusal, the security deposited with his bid.

1.10 Conditions Affecting Work:

- A. Each bidder shall visit the site of the work and shall thoroughly inform himself relative to construction hazards and procedures, labor, and all other conditions and factors, local and otherwise, which will affect the prosecution and completion of the work and the cost thereof, including the arrangement and conditions of existing structures affecting or structures which are affected by the proposed work, the availability and cost of labor, facilities for transportation, and the handling and storage of materials and equipment.

1.10 Conditions Affecting Work: Continued

INSTRUCTIONS TO BIDDERS
SECTION 00100

It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment to any contract awarded thereunder which is based on the lack of such prior information or its affect on the cost of the work. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

1.11 Plans and Specifications:

- A. Detailed plans and specifications are on file at the Owner's office. Complete sets of general conditions, plans, and specifications may be obtained from the Owner for a deposit of \$50.00. Make deposit checks payable to Canadian County Public Facilities Authority. Plan deposits will be refunded to General Contractors who submit a bid and return the plans complete, in good condition, within seven (7) days of the bid opening. Bidders or non-bidders failing to return plans in a timely manner will forfeit their deposit. If a Contractor decides not to bid and returns the plans at least seven (7) days before the bid opening date, his deposit will be returned.
- B. Additional sets may be obtained from the Owner for an amount of \$50.00.
- C. Bidding documents may be purchased by sub-contractors and suppliers at a cost of \$50.00 per set (non-refundable). Payment must be in cash or company check made out to the Owner.
- D. The Owner will furnish the successful bidder additional copies of the drawings and specifications.

1.12 Addenda and Interpretations:

- A. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such information should be in writing addressed to the Owner, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will either be facsimiled or mailed to all prospective general contractor bidders (at the respective addresses furnished for such purposes), the plan rooms, and to the Owner, no later than three (3) days after this time. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents.

1.13 Examination of Drawings, Site, Etc.:

- A. Before submitting a proposal, each bidder and any persons interested shall examine all drawings and complete specifications, shall become fully informed as to the materials and character of the work required and the relations of all the particular parts of the work, and shall visit and inspect the site, observing and examining the conditions which exist. After the execution of the contract, no consideration will be granted for any misunderstanding of the materials to be furnished or the work to be done. It is mutually understood that the tender of a bid carries with it an agreement to this end including all other conditions mentioned in the contract and the specifications, and it implies a full and complete understanding of them and a full and complete understanding of all drawings, note indications and requirements. Should anything be omitted from the drawings which is necessary to the proper completion of the work herein described, it

INSTRUCTIONS TO BIDDERS
SECTION 00100

shall be the

1.13 Examination of Drawings, Site, Etc.: Continued

duty of the Contractor to so notify the Owner before signing the contract; and in the event of the failure of the Contractor to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge. No allowance will be made for the lack of full knowledge of all conditions, except such underground conditions as are determined after commencement of the work and were unknown to the Contractor.

1.14 Subcontracts:

- A. The bidder is specifically advised that any person, firm or other party to whom award of subcontract, under this contract, is proposed must comply with all wage rates, statutes, laws, codes, insurance and other requirements as shown in the specifications, and must be approved by the Owner.

1.15 Wage Law:

- A. The Contractor shall comply with any Wage Law that may be applicable. Reference to Section 00830, when required.

1.16 Laws, Regulations & Safety Laws:

- A. The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout; and they will be deemed to be included in the contract the same as though they were herein written out in full. The Federal and other safety laws shall be followed by any and all Contractors and sub-contractors. It shall be the responsibility of each Contractor to be aware of and to follow the requirements of applicable safety laws.
- B. The State of Oklahoma SB1394 (the "Act") provides that a person or business having a contract with a school or school district for services to be performed during normal school hours shall not allow "any employee" to work on school premises if the employee "is convicted" in Oklahoma, the United States, or another state of: (1) any sex offense subject to the Oklahoma Sex Offenders Registration Act (the "Act") or similar law of another state or the federal sex offender registration provisions; or (2) any felony offense unless ten years have elapsed since the date of the criminal conviction or the employee has received a Presidential or Gubernatorial pardon for the criminal offense. The provisions of SECTION 4 do not apply to volunteers or to persons performing community service hours under a supervised work release program; however, such persons shall not be allowed to work on school premises at any time after having been convicted of a sex offense subject to the Act or similar law of any state or the federal sex offender registration provisions. The Oklahoma Department of Corrections is responsible for maintaining and disseminating information concerning the Oklahoma Sex Offenders' Registry. For additional information on how to obtain a copy of the most recent registry, please call (405) 858-5256. See Section 00665 for sex offender & convicted felons declaration form to be submitted with signed contract, bonds and insurance.

INSTRUCTIONS TO BIDDERS
SECTION 00100

1.16 Laws, Regulations & Safety Laws: Continued

- C. The City of Oklahoma City will require special inspections as per city ordinances as follows:
 - 1. Special inspections, as required by Oklahoma City, for tilt-up panels, foundations, structural masonry and reinforcing steel.
 - 2. Special inspections and reports, as required by Oklahoma City, for welds by a certified welding inspector. (General Contractor).
 - 3. Current certification must be provided by the steel company regarding any shop fabrication of steel. If the steel fabricator used on the project is not certified, then special inspections and reports as required by Oklahoma City by a certified inspector must be provided during fabrication. (General Contractor).
 - 4. Copies of reports shall be sent to the Owner.

1.17 Hold Harmless Agreement:

- A. All contractors agree to indemnify and save harmless the Owner and their agents and employees from all loss, damage or expense which the Owner may sustain, incur or become liable on account of injury to or death of persons, on account of damage to or destruction of property resulting from the execution of work under this contract, or due to any act, or arising from any act, in any manner, or negligence on the part of the contractor, sub-contractor, and/or their employees.
- B. Contractor agrees to indemnify and save harmless the Owner against liability from injury to or death of contractor, any sub-contractor, or their employees in connection with any work related to the performance of this contract.
- C. It shall be the Contractors obligation to provide safe working conditions.

1.18 Obligation of Bidder:

- A. At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

1.19 Original Sets of Contract Documents:

- A. The successful bidder will prepare three (3) originals of all required information to be inserted in the original sets of the contract documents, (i.e. bid bond, insurance pre-qualification, sub-contractors list, cost break-down, etc.)

1.20 Assigning of Contract:

- A. The Contractor shall not assign this contract or any part thereof or any money due, or to become due, hereunder without the written consent of the Owner.

1.21 Power of Attorney:

- A. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.

INSTRUCTIONS TO BIDDERS
SECTION 00100

1.22 Conditions Affecting Award of Contract:

- A. Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
 - 1. Insurance requirements.
 - 2. Wage Rate.
 - 3. Sales Tax.
 - 4. Operation of School.
 - 5. Conditions affecting work.

1.23 Substitution of Material:

- A. Where a definite material is specified, it is not the Owner's intention to discriminate against any "approved equal" product of another manufacturer. It is the Owner's intention to set a definite standard.
- B. Open competition is expected, but in all cases complete data must be submitted on all proposed substitutes. Samples shall be submitted for comparison and tests when requested by the Owner.
- C. No substitution shall be made unless authorized in writing by the Owner. Reference to Section 01630 of the Specifications for procedure on substitutions.
- D. The Contractor shall base his proposal on the material or specialty which is specified.
- E. Should a substitution be accepted and should the substitute material prove defective or otherwise unsatisfactory for the service intended within the guarantee period, the Contractor shall replace this material or equipment with the material or equipment specified.

1.24 Sales Taxes:

- A. Applicable to Tax Exempt Institutions Only.
- B. Omit state sales tax on the project to the extent allowed by law, in compliance with provisions set forth in the Oklahoma Statute Article 13, Section 1350 through 1369 of Title 68 as enacted by the 38th Oklahoma State Legislature in 1981, and accordance with the Order Number 82-05-21-27 dated and signed May 21, 1982 by the Oklahoma Tax Commission. The Owner will designate and appoint the General Contractor and such other sub-contractors involved in the construction or remodeling of any building or buildings and other projects where or when feasible, as agent or agents for the school district in connection with and solely for the purpose of purchasing materials and intangible property on which a sales tax would normally apply and to be used in the construction of said school projects and to properly inform in order to qualify said purchases for exemption of state and municipal sales tax.
- C. The Contractor and sub-contractors acting as purchasing agents for the Owner, agrees to indemnify and hold harmless the Owner for any and all indebtedness incurred by the designated Contractor and sub-contractors.
- D. No payments will be made by the Owner to the Contractor or sub- contractors until sales tax documents are signed and returned to the Owner.
- E. Contractor shall submit a sub-contractors list to the Owner after the contract is signed. The contractor will list the sub-contractors by name of company, name of representative of company, address, zip code, and phone number, as purchasing agents for the Owner along with the Contractor for tax purposes.

1.25 E.P.A. Storm Water Permit:

- A. Each bidder will be aware of the requirements that will be necessary to comply with the guidelines as published by the Environmental Protection Agency, that will be part of the National Pollutant Discharge Elimination System permit program.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 Note to Each Bidder:

- A. Please check the following items carefully before submitting a bid.
- B. Sign the bid proposal.
- C. List your company name and address on the bid proposal.
- D. Fill in all blanks on the bid proposal including all bids, alternates, addenda issued alternates, and the days necessary to complete the project. Use words and figures when required.
- E. Execute and include with your bid the "*Noncollusion Affidavit*" - Section 00480.
- F. Attach bid bond and power-of-attorney of bonding company or cashier's check to the bid proposal. Be sure the bond is signed by the bidder and bonding company.
- G. Double check your bid to see that you have not made a mistake when inserting your bid price.
- H. On the outside of the envelope in which you bring the bid, put the following information:

Canadian County Clerk's Office
Attn: Purchasing
201 N. Choctaw Ave.
El Reno, OK 73036
Closing Date **October 8, 2010** Time **4pm**
Project Description **New Roof at the Children's Justice Center**
Bid 2010-11-3

3.02 Special Note: If you have not checked every item listed above, then your bid is not complete and ready to be submitted.

INSTRUCTIONS TO BIDDERS
SECTION 00100

End of Section



PART 1 - GENERAL

1.01 Drawings and Specifications:

- A. The specifications are complementary, with the drawings, and what is required by one shall be as binding as if required by both.
- B. Divisions of titles in these specifications are not to be considered as a correct or complete segregation of labor units or materials.
- C. Where no figures or memoranda are given on drawings, they shall accurately follow the scale indicated. Where given, figures and memoranda are to be followed in preference to scale.
- D. Each Contractor shall notify the Owner of any error or omission in the drawings and/or specifications or work which has been done that will change the project.

1.02 Definition of Terms and Location of Site:

- A. The term "Owner" as used herein refers to the Canadian County Public Facilities Authority, El Reno, OK.
- B. Site as shown on drawings, El Reno, Oklahoma.

1.03 Tax:

- A. The General Contractor shall be responsible for and bear the payment of all taxes pertaining to this project, or as required. Refer to Instructions to Bidders, Paragraph 1.24, Sales Taxes for Tax Exempt Institutions.

1.04 Permits, Royalties, Fees, Patents:

- A. The Contractor shall obtain and pay for all permits required, give legal notices, and pay all fees required for the work.
- B. Refer to permit requirements for E.P.A. storm water permit. Reference to regulatory requirements - 01060, if required.
- C. The Contractor shall pay all royalties and license fees. He shall defend all suits of claims for infringement of any patent rights and shall save harmless from loss on account thereof, the contracting authority, its members and employees, and the Owner.

1.05 Materials and Workmanship:

- A. Each Contractor shall submit samples of materials, finish, appliances, etc., when required by the Owner; all such samples must be approved by the Owner, in writing, before the work is executed, and all work shall conform in all respects to the approved samples. Any work which does not conform to the approved samples will be rejected, and it shall be removed and replaced by work that does conform. If samples submitted are not approved, others shall be submitted until satisfactory samples have been approved. Each Contractor shall make such tests as may be required to show that the requirements of the specifications have been fulfilled. All tests will be made under the supervision and direction of the Owner. Each Contractor shall provide all necessary materials, labor, apparatus, etc., properly prepared, adjusted and run before the Owner is requested to inspect it.

INFORMATION AVAILABLE TO BIDDERS
SECTION 00200

1.06 Substitution of Materials:

- A. Where a definite material is specified, it is not the Owner's intention to discriminate against any "approved equal" product of another manufacturer. It is the Owner's intention to set a definite standard. Reference Section 01630 of the specifications.

1.07 Shop Drawings and Submittals:

- A. Regardless of source or origin, all shop drawings and submittals shall be submitted through Owner unless other arrangements are made, in writing, by the Owner. Before submitting shop drawings and submittals to Owner, the Contractor shall examine them, ascertain whether there are apparent discrepancies and/or inaccuracies, and whether there is sufficient information presented to fulfill purpose intended. When he has satisfied himself that, to the best of his knowledge, drawings correctly represent such material or equipment, the Contractor shall affix an appropriate notation to that effect, over his signature. Shop drawings submitted to the Owner without such notation and signature will be returned for review of shop drawings. The Contractor's stamp is not intended to take the place of official review and approval by the Owner. Refer to Section 01300 of the Specifications for additional information on submittals, samples and shop Drawings.

1.08 Approval of Sub-Contractors:

- A. Sub-contractors proposed for any part of the work and all sub-contracts must be approved by the Owner in writing prior to starting any work. Contractor shall furnish a list of sub-contractors for approval within thirty (30) days after signing the contract.

1.09 Time Limit and Liquidated Damages:

- A. Bidder must agree to commence work upon receipt of a written Notice to Proceed after the signing of the contract and to fully complete the project within the time stated by the Contractor in his proposal. The dollar amount shown on the Proposal Form will be assessed against the Contractor for each calendar day thereafter as liquidated damages. The Contractor shall be allowed an extension of time for delays as outlined in the A.I.A. General Conditions. A statement of reason for such extension of time shall be submitted to the Architect, in writing, with the monthly estimate for the preceding month. No extension of time shall be considered after the estimate is approved for any given month. The Owner will approve any extensions of time at the end of the project.

1.10 Guarantee/Warranties:

- A. The General Contractor shall guarantee all work for a period of one (1) year from the date of acceptance or such longer period specified in the specifications or drawings or any material contract or sub-contract, in accordance with the Maintenance Bond requirements. Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of the responsibility for negligence of faulty materials or workmanship within the extent and period provided by law. Upon written notice, he shall remedy any defects due thereto and pay all expenses for any damage to other work resulting therefrom.
- B. Should one or more defects appear within guarantee period, Owner shall have right to continue to use or operate defective part of apparatus until Contractor makes repairs or replacements, or until such time as it can be taken out of service without loss or inconvenience to the Owner.

1.10 Guarantee/Warranties: Continued

- C. Contractor shall provide extended warranties as provided by the Manufacturers of the Materials used and installed with-in the work of the project. These warranties and the Contractor's Guarantee shall be complementary with each other. Include recommendations for periodic inspection, care, and maintenance. Warranty shall be signed by the Manufacture of the Materials, the Contractor and the Installer.

1.12 Permanent Deposits:

- A. Permanent deposits on water, gas, and electric shall be made by the Owner but shall be connected by the Contractor.

1.13 Cleaning Up:

- A. From time to time as may be ordered by the Owner, and in any event, immediately after completion of work, the Contractor shall at his own expense, clean-up and remove all refuse and unused materials of any kind resulting from the work; and upon his failure to do so within twenty-four (24) hours after having been notified by the Owner, the work may be done by others and the cost thereof charged to the Contractor and deducted from his final estimate.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

End of Section



PART 1 - GENERAL

1.01 Examination of Premises:

- A. Before submitting proposals for this work, each bidder shall be held to have examined the premises, including grades, utilities, and trees or obstructions to be removed, etc., and shall have satisfied themselves as to the existing conditions under which they will be obligated to operate. No allowance will be made subsequently in this connection in behalf of the contractor for any error or negligence on his part.
- B. The utilities shown or indicated on the plans are utilities shown from information given the Owner. There may be utilities not shown and not known. Contractor shall protect all active utilities whether they are shown or not indicated. If the utilities are not shown on the plans, the Owner will pay only for the labor and materials used to re-route or otherwise re-work them as determined by the Owner.
- C. Once the utility lines have been spotted and located, the Contractor will use extreme caution when digging, probing and uncovering existing utility lines.

1.02 Adjacent and Adjoining Property:

- A. The Contractor and the sub-contractors shall not use adjacent property or the public domain for storage of materials or any other purpose whatsoever unless the Contractor has first shown the Owner that they have adequate and proper authority to use the property or properties. The Contractor shall make good, at their own expense, any and all damage arising from his work operations. When the property or properties are no longer required, the Contractor shall restore same to the original condition and leave same free of all debris, rubbish, etc., caused by their operations.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

End of Section



**BID FOR LUMP SUM CONTRACT
Bid 2010-11-3
NEW ROOF at the CHILDREN'S JUSTICE CENTER
FOR
CANADIAN COUNTY PUBLIC FACILITIES AUTHORITY
EL RENO, OK**

BID PROPOSAL

TO: Canadian County Public Facilities Authority
201 N Choctaw
El Reno, OK

THE UNDERSIGNED BIDDER in compliance with your invitation for bids for the New Roof at the Children's Justice Center for the Canadian County Public Facilities Authority, El Reno, Oklahoma, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of material and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part, and for turning over to the Owner a complete operating facility, water tight, properly cleaned, and complying with all the local and State codes, laws, and ordinances.

BIDDER HEREBY PROPOSES to complete the above named project according to plans and specifications herein referred to for the **LUMP SUM PRICE OF**

_____ (\$ _____).

Amount is to be shown in both written form and in figures.

Bidder hereby agrees to commence work under this contract on a date to be specified in a written "Notice

BID FORMS
SECTION 00300

to Proceed" that will be issued by the Owner as soon as all Contractor's bonds and insurances are approved, and to fully complete the project within _____ consecutive calendar days.

Bidder further agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter, as provided in the General Conditions.

The following addenda are acknowledged _____

Enclosed is security in the amount of five percent (5%) and in the form of a (Certified Check) (Cashier's Check) (Bid Bond) in the amount of:

_____ (\$ _____).
(Amount is to be shown in both written form and in figures.)

Which the undersigned may forfeit to the Owner for liquidated damages should the undersigned fail to enter into a contract in the form prescribed and to furnish the required bonds within ten (10) days as above stipulated; otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the contract and delivery of the approved bonds to the Owner.

Dated this _____ day of _____, 20____.

SIGNATURE OF BIDDER:

If an individual _____
doing business as _____

If a partnership _____
By _____

If a corporation _____
by _____
Title _____

SEAL _____
Business Address of Bidder

End of Section

ALTERNATES BID FORM
Bid 2010-11-3
NEW ROOF at the CHILDREN'S JUSTICE CENTER
FOR
CANADIAN COUNTY PUBLIC FACILITIES AUTHORITY
EL RENO, OKLAHOMA

Refer to Alternate - Section 01030 for Clarification.

Note: Amounts are to be shown in both written form and in figures.

ALTERNATE #1: Provide Premium SBS Membrane with 250 G/M² non-woven polyester reinforcing in lieu of standard SBS membrane.

ADDED BID _____ (\$ _____)

ALTERNATE #2: Provide unit price per sq. ft. for removal and replacement of existing membrane and 3/4" fiberboard found to be wet.

ADDED BID _____ (\$ _____)

End of Section



BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Noncollusion Affidavit

STATE OF _____)
) SS.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signature of Bidder

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

Commission Number

**NONCOLLUSION AFFIDAVITS
SECTION 00480**

B. Business Relationships Affidavit

STATE OF _____)
) SS.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect of which existed within one (1) year prior to the date of this statement with the Owner or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the Owner or other party to the project as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Signature of Bidder

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____ Commission Number _____

End of Section

**NOTICE OF AWARD
SECTION 00490**

TO: _____

PROJECT DESCRIPTION: _____

The Owner has considered the BID 2010-11-3 submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, Maintenance BOND, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

The bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____, 20__.

BY _____ Owner

TITLE _____ OWNER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

this the _____ day of _____, 20__.

BY _____ TITLE _____

End of Section



**NOTICE TO PROCEED
SECTION 00491**

TO: _____

DATE: _____

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, **20**__, on or before _____, **20**__, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, **20**__.

THE BOARD OF EDUCATION

Owner

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged

by _____

this the _____ day of _____, 20__.

BY _____

TITLE _____

End of Section



FORM FILLED OUT BY CONTRACTOR WITH EACH CLAIM

FORM OF REQUISITION

Canadian County Public Facilities Authority
Public Facilities Refunding Revenue Bonds
(Canadian County Juvenile Detention and Services Project)
Series 2002

BancFirst
Oklahoma City, OK

Date:

Pursuant to the provisions of the Bond Indenture dated December 1, 2002, by and between the Trustees of the Canadian County Public Facilities Authority and BancFirst, and Trustee, you are directed to pay Creditor from the Canadian County Public Facilities Authority Bond Proceeds Funds the amounts shown for the purposes set forth in this Requisition.

REQUISITION NUMBER:

CREDITOR:

DESCRIPTION OF WORK OR ITEM PURCHASES: For work performed thru _____ on the New Roof at the Children's Justice Center .

AMOUNT TO BE PAID OR REIMBURSED: \$ _____

With respect to the foregoing requisition, I, the undersigned, the Chairman or Vice-Chairman of Canadian County Public Facilities Authority hereby certify as follows:

1. That none of the items for which payments are requested have formed that basis for payment heretofore made from the Bond Proceeds Fund.
2. That no event of default under the Board Indenture dated December 1, 2002, by and between BancFirst and the Trustees of the Canadian County Public Facilities Authority, as defined therein, is continuing as of the date of this requisition.
3. That the funds received pursuant to this requisition will be expended for a cost of the Project as defined in said Bond Indenture.
4. That attached hereto are invoice(s) pertaining to this payment.

CANADIAN COUNTY PUBLIC FACILITIES AUTHORITY

Title: Chairman

Engineer or Architect, if applicable



**AFFIDAVIT OF PAYMENT
SECTION 00493**

TO BE USED BY CONTRACTOR ON COMPLETION OF PROJECT

TO: (Owner)

STATE OF _____)
) SS.
COUNTY OF _____)

_____, of lawful age, being first duly sworn upon oath states:

I am _____ (Owner, authorized agent, president, vice-president, secretary/
treasurer, or other authorized officer of the corporation), of _____,
the general contractor for the work on _____.
(Name of Project and Owner)

That all bills for labor and materials, including contractors, sub-contractors, suppliers, laborers, and mechanics employed on and used in the above named project have been paid in full and upon receipt of final payment, I do by these presents release the Owner, above noted, from any and all rights, demands, claims, and/or actions for payment for all work, labor and materials supplied on the above noted project.

(Contractor's Business Name)

BY _____

TITLE _____
(Owner, president, vice-president,
authorized agent)

ATTEST:

(If general contractor is a corporation, secretary should attest to the signature of the authorized person signing for the corporation.)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

Commission Number:

**AFFIDAVIT OF PAYMENT
SECTION 00493**

(Bonding Company name, as surety, acknowledges that it has seen the above affidavit of payment.)

(Bonding Company Name)

BY _____
(Type in name of person signing for
Bonding Company)

TITLE _____

ATTEST:

(Secretary of Bonding Company)

End of Section

00493-2

FORM BETWEEN CONTRACTOR AND OWNER

CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____

20____, by and between _____
(State or Other Entity)

acting by and through the Board of Education party of the first part, hereinafter termed the "Owner", and
(Name of Agency)

_____, party of the second part, hereinafter
termed "Contractor".

WITNESSETH:

WHEREAS, the Owner has caused to be prepared in accordance with law, certain plans, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for:

_____ as outlined and set out in the bidding documents and in accordance with the terms and provisions of said contract; and,

WHEREAS, the Contractor, in response to said Solicitation for Bids, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this contract to said Contractor, for the sum named in the proposal, to wit:

_____ DOLLARS
(\$ _____):

AGREEMENT FORMS
SECTION 00500

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract and the following Contract Documents:

One plan sheet and specifications, both contractual and technical.

All of which documents are on file in the office of the Owner and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and/or exceptions: (If none, so state.)

A. Contractor's Bid Form

2. The Contractor shall start work and shall complete the work as follows: Work shall be started within 10 calendar days after receipt of the Notice to Proceed and shall be completed within _____ consecutive calendar days after receipt of the Notice to Proceed.

3. Bonds and Insurance Requirements:

A. The following bonds and insurance must be furnished on Contracts.

1. For Contract amounts over \$50,000.00:

- a. Performance Bond - 100% of Contract Amount.
- b. Statutory Bond - 100% of Contract Amount.
- c. Defect Bond - 100% of Contract Amount.

1) General Construction Contract - One (1) Year

B. No bonds are required on Contracts under \$50,000.00.

C. Insurance Requirements on Contracts over \$50,000.00. See Specifications.

D. Extended Warranties as per plans, specifications and addenda.

4. The Owner shall make payments to the Contractor in the following manner: On or about the 20th day of each month, the agency engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of work done and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the agency engineer, or other appropriate person, such detailed information as he requests to aid him, as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by State Law.

**AGREEMENT FORMS
SECTION 00500**

5. On completion of the work, but prior to the acceptance thereof by the Owner, it shall be the duty of the agency engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the Owner.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled: said information shall be in the form of an affidavit, which shall bear the approval of the surety on the contract bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainage) will be approved and paid.

6. The following affidavit must be signed by the contractor and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.

PARTY OF THE SECOND PART:

CONTRACTOR:

BY _____

PARTY OF THE FIRST PART:

acting by and through the:

BY _____

BY _____

A F F I D A V I T

STATE OF _____)
) SS.
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath states:

- 1. (s)he is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to any officer or employee of the Owner or to government personnel in order to procure said contract:
- 2. (s)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
- 3. Neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the Owner any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Name/Title

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public (or Clerk or Judge)

My Commission expires:

Commission Number:

End of Section

PART 1 - GENERAL

1.01 Contract Security:

- A. The Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price, as security for the faithful performance of this contract and the payment of all obligations hereunder arising. The Contractor shall also furnish the following bonds on forms as bound herein.
- B. These bonds shall cover not only the requirements of this contract, but also those of all laws of the State of Oklahoma and laws amendatory thereof and supplementary thereto. The surety on such bond or bonds shall be a duly authorized surety company which is satisfactory to the Owner.
- C. With reference to Senate Bill 689, as passed by the 1992 Oklahoma Legislature, modifies the regulation for Bid, Performance and Maintenance Bonds. If the bid is under the amount of \$50,000.00 then the Bonds listed will not be required. However, the Owner may still require a Bid Security.
- D. The Bonding Company address and telephone number shall be listed on the bonds.

1.02 Power of Attorney:

- A. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

1.03 Surety Bond and Lien Waivers:

- A. It shall be the obligation of the bonding company to keep themselves informed as to the Contractor's financial status, their payment of debts for labor, materials, and all other items pertaining to this project, including the status of all sub-contractors.
- B. The Owner will render opinions for payments to the Contractor based on construction completed to the date of the estimate. The Owner shall not be held liable for any debts which the Contractor or their sub-contractors incur on this work. A lien waiver will be required from the General Contractor, on the form provided by the Owner and bound in the specifications, before final payment. Said waiver shall declare that all debts have been paid by the General Contractor. The Contractor's bonding company shall attest the lien waiver.
- C. It will be the responsibility of the General Contractor, for their own protection, to obtain lien waivers or other evidence of payment from all persons and firms involved in this work or supply material for this project. The Owner may require the General Contractor to show said evidence if any legal action should be taken with regard to this work.

1.04 Irrevocable Letter of Credit:

- A. Irrevocable Letters of Credit may be used as a substitute for the bonds required in 1.01 above for contracts of One Hundred Thousand Dollars (\$100,000.00) or less. The Letters of Credit must be issued by a financial institution insured by the Federal Savings and Loan Insurance Corporation.

BONDS AND CERTIFICATES
SECTION 00600

PART 2 - PRODUCTS

2.01 Bonds:

- A. Performance Bond - Refer to Section 00610
- B. Statutory Bond - Refer to Section 00620
- C. Maintenance Bond - Refer to Section 00640

PART 3 - EXECUTION

Not Used.

End of Section

00600-2

FORM FILLED OUT BY CONTRACTORS BONDING COMPANY AT EXECUTION OF CONTRACT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
as Principal, and _____
a corporation organized under the laws of the State of _____, and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto _____
in the penal sum of _____ (State or Other Entity)
Dollars (\$ _____) in lawful money of the United States of America, for the
payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors,
administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 20____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with _____,
dated _____, 20____, _____ (State or Other Entity)

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the
office of _____
(Name and Address of Agency)

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and
abide by said Contract and each and every covenant, condition; and part thereof and shall fulfill all
obligations resting upon said Principal by the terms of said Contract and said specifications; and if said
Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor
performed on said work, whether by sub-contract or otherwise; and if said Principal shall protect and save
harmless said _____ from any pecuniary loss resulting from the breach
(State or Other Entity)

**PERFORMANCE BOND
SECTION 00610**

of any of the items, covenants and conditions of said contractor resting upon said principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect. The surety further agrees that the term of this Bond shall cover the payment of the prevailing hourly rate of wages if and when required as determined by the Commissioner of Labor of the state of Oklahoma and in force at the rate of the contract. The prevailing wage rates are included in the specifications which are a part of the contract. Prevailing wage rates included in the specification will not be altered as long as this contract is in force.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of the bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL:

BY _____

ATTEST:

SURETY:

BY _____
Attorney-in-Fact

(Type) Name: _____

Address: _____

City: _____ State: _____

Telephone: _____

End of Section

00610-2

FORM FILLED OUT BY CONTRACTORS BONDING COMPANY AT EXECUTION OF CONTRACT

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
as Principal, and _____
a corporation organized under the laws of the State of _____, and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto _____
in the penal sum of _____ (State or Other Entity)
Dollars (\$ _____) in lawful money of the United States of America, for the
payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors,
administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 20____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with _____,
dated _____, 20____, _____ (State or Other Entity)

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the
office of _____
(Name and Address of Agency)

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said
Principal or sub-contractors of said Principal who performs work in the performance of such contract, for
labor and materials and repairs to and parts for equipment used and consumed in the performance of said
contract after the same, becomes due and payable, the person, firm, or corporation entitled thereto may sue
and recover on this bond, the amount so due and unpaid.

**STATUTORY BONDS
SECTION 00620**

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL:

BY _____

ATTEST:

SURETY:

BY _____
Attorney-in-Fact

(Type) Name: _____

Address: _____

City: _____ State: _____

Telephone: _____

End of Section

00620-2

FORM FILLED OUT BY CONTRACTORS BONDING COMPANY AT EXECUTION OF CONTRACT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
as Principal, and _____
a corporation organized under the laws of the State of _____, and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto _____
in the penal sum of _____ (State or Other Entity)
Dollars (\$ _____) in lawful money of the United States of America, said sum
being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly
to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and
assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 20____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with _____,
dated _____, 20____, _____

_____ (State or Other Entity)

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the
office of _____
(Name and Address of Agency)

**MAINTENANCE BOND
SECTION 00640**

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Owner all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by the Owner and if Principals shall pay or cause to be paid all labor and materials, including the prime contractor and all sub-contractors; and if Principal shall save and hold the Owner harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL:

BY _____

ATTEST:

SURETY:

BY _____
Attorney-in-Fact

(Type) Name: _____

Address: _____

City: _____ State: _____

Telephone: _____

End of Section

PART 1 - GENERAL

1.01 Contractor's Insurance:

- A. The Contractor shall not commence work under this contract until he has obtained all insurance required under the Contract Documents and until such insurance has been approved by the Owner. The Contractor shall not allow any sub-contractor to commence work on their sub-contract until all similar insurance requirements of the sub-contractor have been obtained by the General Contractor.
- B. Required insurance will be for contracts over \$50,000.00

1.02 Hold Harmless Agreement:

- A. Contractor agrees to indemnify and save harmless the Owner and their agents and employees from all loss, damage or expense which the Owner may sustain, incur or become liable on account of injury to or death of persons, on account of damage to or destruction of property resulting from the execution of work under this contract, or due to any act, or arising from any act, in any manner, or negligence on the part of the Contractor, sub-contractor and/or their employees.
- B. Contractor agrees to indemnify and save harmless the Owner against liability from injury to or death of Contractor, any sub-contractor, or their employees in connection with any work related to the performance of this contract.

PART 2 - PRODUCTS

- A. Reference to General Conditions and Supplementary Conditions for insurance requirements.

PART 3 - EXECUTION

Not Used.

End of Section



**CERTIFICATE OF COMPLIANCE
SECTION 00660**

PART 1 - GENERAL

1.01 Asbestos:

- A. At the conclusion of the project the Contractor will submit, in triplicate and notarized, on the form provided, to the Owner this certificate to qualify that "No asbestos material or products containing asbestos has been installed in the project".
- B. Hazardous communication standards information are available from the Oklahoma Department of Labor, Public Health and Safety Section, at (405) 528-1500, in Oklahoma City, Oklahoma. Refer to OSHA 29 CFR Part 1926.58, if asbestos containing material is present in the area being remodeled, renovated or demolished.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

**CERTIFICATE OF COMPLIANCE
SECTION 00660**

**CERTIFICATION OF COMPLIANCE
ASBESTOS RESTRICTIONS**

In connection with the performance of work under this Contract, _____
(Name of Project & Number)
_____ the General Contractor agree with the following:

A. _____ attests that no building materials or products were
(Name of General Contractor)
incorporated or installed in this project that contained more than one percent (1%) asbestos by weight, within
the meaning of the existing Federal EPA Regulation, Section 763.83 defining Asbestos Containing Building
Material (ACBM).

B. _____ also attest that the Compliance of Asbestos Restrictions
was included in any sub-contract connected with the performance of Work for this project.

I have read the above, and have complied with all provisions stated.

GENERAL CONTRACTOR:

BY _____

DATE _____

ATTESTS AND SEAL:

Subscribed and sworn to before me this _____ day of _____, 20__.

(Notary Public)

My Commission Expires:

Commission Number

End of Section

**SEX OFFENDERS & CONVICTED FELONS DECLARATION
SECTION 00665**

_____ (Contractor) hereby acknowledges that it has a contract with Independent School District No. ___ of _____ County, Oklahoma, a/k/a _____ Public Schools, for services to be performed during normal school hours on school premises. Contractor declares that it has verified and will continue to verify that none of its employees working on school premises during normal school hours shall have been convicted in the State of Oklahoma, the United States, or any other states of 1) any sex offense subject to Sex Offenders Registration Act or 2) any felony offense within the last ten (10) years unless such an employee has received a presidential or gubernatorial pardon. This restriction does not apply to persons who have been convicted of a felony within ten (10) years and who are volunteers, who are performing community service hours under court order, or who are performing services under a supervised work release program.

Contractor acknowledges that, pursuant to 57 O.S. § 589, it is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work with or provide services to children or to work on school premises and that it is unlawful for Contractor to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Sex Offenders Registration Act.

Date: _____

Printed Name of Contractor

Signature of Contractor (Authorized Signature)

Vendor's Name & Address: _____

Return Declaration To:

Canadian County Public Facilities Authority
201 N Choctaw
El Reno, OK 73036

End of Section



PART - GENERAL

1.01 Related Sections:

- A. Supplementary Conditions - 00810

1.02 References:

- A. Reference is made to the AIA Document A201, General Conditions of the Contract for Construction, Articles 1 through 14 inclusive, Fifteenth Edition 1997 issued by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006, are hereby made a part of these specifications to the same extent as if found in their entirety herein.
- B. The General Contractor may obtain a copy of the General Conditions of the Contract for Construction for reference, from the local Office of the American Institute of Architects. There will be a fee charged for this document.

PART 2 - PRODUCTS

2.01 Documents:

- A. 2007 Edition of "General Conditions of the Contract for Construction", AIA Document A201.

PART 3 - EXECUTION

3.01 Application:

- A. The General Conditions shall apply to each and every contract, contractor, sub-contractor, or other person or persons supplying material or labor for the project.
- B. Refer to Supplementary Conditions - 00810, for modifications, changes, deletions or additions to the "General Conditions of the Contract for Construction", AIA Document A201. Where paragraphs or clauses thereof are modified or deleted by the Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.
- C. AIA Document A201, General Conditions of the Contract for Construction, will be included with the contract between Contractor and Owner.

End of Section



PART 1 - GENERAL

1.01 Modifications:

- A. The following special conditions modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201, 1997 EDITION.
- B. Where any article of the proceeding is modified or any paragraph, sub-paragraph or clause thereof is modified or deleted by these Special Conditions, the unaltered provisions of that article, paragraph, or clause shall remain in effect.
- C. Reference to the above portions of the Contract Documents is made as follows:
 - a. General Conditions (AIA-A201); i.e. G.C. 1.1.4

G.C.-1.1.1: Amend to include the following as part of the Contract Documents:

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. Executed Documents
- d. AIA Document A201 "General Conditions of the Contract for Construction.

G.C.-2.2.1: Add the following:

For public funded projects, financial arrangements shall be secured as required by State Law.

G.C.-2.2.2: Delete entirely.

G.C.-2.2.3: Delete entirely.

G.C.-2.2.5: Delete entirely. Refer to "Instructions to Bidders," Section 00100, Article 1.10

G.C.-3.6.1: Delete entirely. Refer to "Information Available to Bidders", Section 00200, Article 1.03.

G.C.-3.9.1: Add the following:

The Contractor shall furnish sufficient evidence to the Owner that the Superintendent has had a minimum of 5 years of experience on jobs of type and magnitude of this Project. The same superintendent will be maintained on the Project from beginning to end.

G.C.-3.14.2: In the second line of the first sentence delete the following beginning with the words " or fully or partially completed" and add the following: "of the existing".

SUPPLEMENTARY CONDITIONS
SECTION 00810

1.01 Modifications: Continued

G.C.-3.15.1: Add the following:

The Contractor shall dispose of all waste material in accordance with applicable Federal, State, or local regulations regarding the same and warrants to the Owner that it will do the same. Title to all unused waste and unused materials and solvents shall remain with Contractor.

G.C.-7.1.1: Add the following:

All changes in the work shall be subject to applicable restrictions of laws for contract with a school district.

G.C.-8.2.4: Add the following:

It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract time for the completion of the work described herein is a reasonable time, taking into consideration the normal climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the contract time, or extension of time as provided for by 8.3.1, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid Form for each calendar day that the Contractor shall be in default after the time of substantial completion stipulated in the Contract Documents; in addition the Contractor agrees to pay, the Owner's extra expenses, direct and personnel expense (times a 2.5 multiple), incurred in connection with the project for administrative costs and on-site progress review for that time beyond the contract completion date to the date of actual completion.

G.C.-9.3.1: Add the following:

Unless otherwise required by other governing agency, the form of Application for Payment shall be AIA Document G702, G702A. Until the work is 50% completed, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At the time the work is fifty percent (50%) complete and thereafter, if the manner of completion of the work and its progress are and remain satisfactory to the Owner, and in the absence of other good and sufficient reasons, the Owner will, on presentation by the Contractor of Consent of Surety for each application thereafter, authorize reduction in the amount of retainage be reduced to five percent (5%) of the total amount earned to date. The above contingent on governmental requirements.

The full Contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Owner, or if the Surety withholds its consent, or for other good and sufficient reasons.

When the work is substantially complete, the retainage amount may be further reduced below five percent (5%) to only that amount necessary to assure completion upon the consent of Surety.

1.01 Modifications: Continued

G.C.-10.1.5: Add the following:

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. The Owner and Contractor shall then proceed in the same manner described in Subparagraph 10.1.2.

G.C.-10.1.6: Add the following:

The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

G.C.-11.1.1:

- A. In the first line following the word "maintain", insert the words: "...in a company or companies licensed to do business in the state in which the project is located", in lieu of jurisdiction in which the Project is located.
- B. Add the following to .1 Workmen's Compensation with the employer's liability in the statutory amounts as required by law. Also, Workmen's Compensation shall have a broad form all state endorsement.
- C. Add the following: .9 Contractor's liability insurance as set forth hereunder, The Canadian County Public Facilities Authority and the Architect be named additional insured on said policies.

G.C.-11.1.2: Add the following:

"The Contractor shall procure and shall maintain during the life of this Contract the following:

- A. Public Liability Insurance in an amount not less than \$200,000.00 per person per occurrence; \$500,000.00 aggregate.
- B. Property Damage Insurance: Limits shall be carried in the amount of not less than \$300,000.00 for each occurrence; and an aggregate limit of \$500,000.00.
- C. Completed operation insurance and contractual liability should be maintained for a period of one (1) year from date of substantial completion.
- D. If the property damage liability insurance is a broad form comprehensive general liability it shall include explosion, collapse and underground hazards.
- E. Contractor's Liability Hold Harmless Coverage:
 1. Bodily injury \$100,000.00 occurrence; \$1,000,000.00 aggregate.

**SUPPLEMENTARY CONDITIONS
SECTION 00810**

1.01 Modifications: Continued

2. Property damage \$500,000.00 each occurrence; \$500,000.00 aggregate.
 3. Personal injury \$1,000,000.00 aggregate.
 4. Comprehensive automobile liability owned, non-owned and hired; bodily injury \$100,000.00 per person per occurrence, \$1,000,000.00 aggregate; property damage \$25,000.00 each occurrence.
 5. Air craft liability and water craft liability if applicable.
- F. Excess Umbrella Liability in amount not less than \$1,000,000.00.

"These certificates shall also cover the contractual liability in accordance with Article 11 and Article 3.18, both as contained in AIA General Conditions."

"The Contractor shall be responsible for purchasing the Owner's Protective Insurance and shall maintain such insurance in the amount as specified in first paragraph above. This insurance shall protect the Owner from claims which may arise from operations under the Contract." Limits of liability shall be \$500,000.00 each person, \$1,000,000.00 each accident for Bodily Injury and Property Damage Insurance of not less than \$500,000.00 for any one accident.

G.C.-11.2: Add the following:

The Canadian County Public Facilities Authority is covered by owner's liability insurance.

G.C.-11.4.1: Delete sub-paragraph 11.4.1 in its entirety and substitute the following: The Contractor shall purchase and maintain a Builders Risk insurance policy upon the entire contract amount of the work at the sites to the full insurable value thereof. Such insurance shall be in a company or companies against which the Owner has no reasonable objection. This insurance shall include the interests of the Owner, the Contractor, and Subcontractor in the work.

G.C.-11.4.1.1: Add the following:

additional coverage, tornado, hail, high wind and water damage.

If not covered under all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an Application for Payment under subparagraph 9.3.2. The form of policy for this coverage shall be "Completed Value."

If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

G.C.-11.4.1.5: Delete this paragraph in its entirety.

1.01 Modifications: Continued

G.C.-11.4.1.6: Add the following:

The insurance required by Paragraph 11.4 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Subparagraph 11.4.7.

G.C.-11.4.4: Delete Subparagraph 11.4.4 in its entirety and substitute the following: The Contractor shall file two certified copies of all policies with the Owner before exposure to loss can occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.

G.C.-11.4.5: Delete this subparagraph in its entirety.

G.C.-11.4.6: Delete Subparagraph 11.4.6 in its entirety and substitute the following: Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Paragraph 11.4. Each policy shall contain all generally applicable condition, definitions, exclusions and endorsements related to this project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner.

G.C.-11.4.10: Delete everything after and including the word unless at line 2.

G.C.-13.1.1: Amend to read as follows:

All applicable Federal and State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction of this project shall apply to the Contracts throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

G.C.-14.2.1.5: Add the following:

If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violation of a provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

**SUPPLEMENTARY CONDITIONS
SECTION 00810**

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

End of Section

00810-6

PART 1 - GENERAL

1.01 Work Included:

- A. The General Conditions, Supplementary Conditions, Special Conditions and Division 1 are hereby made a part of each of the technical sections that follow, and shall be understood to apply and shall apply in full to all individuals or corporations who contract or sub-contract to perform any part or all of the project work.
- B. Where indicated or noted to provide or providing shall be understood to mean furnishing and installing, which will require all materials, labor, services and incidentals necessary for the completion of the work.
- C. Indications on the working drawings or in any section of the specifications of an article or material, operation, or method, requires that the Contractor shall provide each item or service or quality or is subject to qualifications noted; and, the Contractor shall perform each operation prescribed according to the conditions stated providing proper installation or as recommended by manufacturer, to complete the project work.
- D. Electrical and mechanical sub-contractors shall be well qualified, certified and properly licensed and shall be approved and accepted by the Owner prior to start of work on the project.

1.02 The Project:

- A. Name: New Roof at the Children's Justice Center
- B. Location: US66 and North Manning Rd, El Reno, OK
- C. Owner: Canadian County Public Facilities Authority

1.03 Contractor's Duties:

- A. Except as specifically noted, provide and pay for all:
 - 1. Labor, transportation and material.
 - 2. Tools, apparatus, construction equipment and machinery.
 - 3. Water, heat, fuel, power, light, telephone, and any other utility required for construction.
 - 4. Any other facilities and services necessary for the proper execution and completion of the work shown or described, including all plumbing, heating, air-conditioning and electrical work.
- B. Secure and pay for, as necessary for the proper execution and completion of the work, and as applicable at the time required:
 - 1. Permits.
 - 2. Licenses.
 - 3. Fees.
 - 4. Utility service inspection fees.
- C. Give required notices.
- D. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of the governing authorities having jurisdiction at the job site which bear upon the performance of the work.
- E. Promptly submit written notice to the Owner of observed variance from the Contract Documents for legal requirements. It is not the Contractor's responsibility to make certain that the drawings comply with codes and regulations.
- F. Coordinate work of all trades to facilitate the general progress of the work.

SUMMARY OF THE WORK
SECTION 01010

1.03 Contractor's Duties: Continued

- G. Carry on the work with sufficient workmen and materials to insure its completion on or before the time indicated on the bid form.
- H. The Contractor shall furnish and maintain at the building site under this contract, a minimum of three (3) ABC dry chemical type fire extinguishers, 10 pound capacity each.

1.04 Site Access:

- A. The operations of the Contractor and his sub-contractors shall not interfere with vehicular and pedestrian traffic near the site. Should walkways be disturbed by the construction, adequate and safe walkways shall be provided around that area.
- B. The Contractor shall provide access for the Owner's personnel.

1.05 Care of Building and Materials:

- A. Contractor shall solely be responsible for the care and protection of the building and his materials on the site during the progress of the work.
- B. When any room in the building is used as a shop, storeroom, etc., the one making use of such room will be held responsible for any repairs, patching, or cleaning arising from such use.
- C. Each Contractor shall protect and be responsible for any damage to his work or to the building or to material from the date of the agreement until the final payment is made and shall make good, without cost to the Owner, any damage or loss that may occur during this period.
- D. Each Contractor shall handle all material as directed so that it may be inspected by the Owner.
- E. All cement, lime, and other material affected by the weather shall be covered and protected to keep it free from damage while it is transported to the site. Should any material be found defective or in any way contrary to the Contract, this material, no matter in what state of completion, may be rejected by the Owner.
- F. Remove all snow and ice as may be required for proper protection and/or prosecution of the work.
- G. Protect all work from damage during cold weather. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, the Contractor shall cease all work and shall so notify the Owner.
- H. At no time shall any rubbish be thrown from windows of the building.
- I. Provide all scaffolding needed or required for the work. Scaffolding shall be built in accordance with the requirements of all State or local laws and regulations and with the requirements of the Occupational Safety and Health Administration (O.S.H.A.)
- J. The Contractor shall not load, or permit any part of the structure to be loaded to excess so as to endanger the work.

1.06 Subcontracts:

- A. Jurisdiction of Work:
 - 1. For convenience of reference and to facilitate the letting of contracts and subcontracts, these specifications are separated into title divisions. Such separations shall not, however, operate to make the Owner an arbiter to establish limits to the contracts between the Contractor and sub-contractors.
 - 2. The question of jurisdiction of work between the various crafts as herein specified shall be settled by proper procedures without work stoppage.

**SUMMARY OF THE WORK
SECTION 01010**

1.06 Subcontracts: Continued

3. The placing in the specifications of certain phases of the work under any particular section of the specifications shall in no manner relieve the sub-contractor from performing such work as this work is normally performed under his or their jurisdiction. Each sub-contractor shall furnish the material or perform his work on the basis of the entire and complete drawings and specifications.
- B. Cooperation, Coordination and Responsibility of Sub-Contractors, Trades, etc.
 1. All sub-contractors shall cooperate with each other. They shall properly install and coordinate their work with other sub-contractors at such times and in such a manner as not to delay or interfere with the work of others. Each trade shall afford all other trades reasonable opportunity for installation of their work and for storage of their material.
 2. All sub-contractors shall examine all drawings and read all specifications, whether for their specific work or for the work of others, so that they will be able to coordinate their work accordingly. They shall submit all required samples promptly and shall schedule their work through the Contractor.
 3. Each sub-contractor shall examine the areas and conditions under which his work shall be installed and shall report promptly to the Contractor any and all conditions detrimental to the timely and proper completion of his work. This report shall be in writing With a copy of the letter sent to the Owner. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer. Failure of the sub-contractor involved to so report shall constitute an acceptance of the work of others as being fit for the proper reception of his work.
 4. Each sub-contractor shall do all cutting, fitting, furring and/or patching of his work that may be required to make its several parts come together and fit properly, that may be required to receive the work of other trades, and that may be required for his work to be received by other trades. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.
 5. Sub-contractors shall not endanger the work of any other trade or sub-contractor by cutting, excavating or otherwise altering the work.

1.07 Colors, Textures and Patterns:

- A. After bid letting, the successful Contractor shall submit in duplicate, manufacturer's color charts for all items requiring the Owner's decision concerning colors, textures and patterns. The Owner will then prepare a schedule.

1.08 Scheduling of the Work:

- A. The Contractor shall coordinate scheduling of the work with the Owner. Work which would disrupt the use of the facility or inconvenience the Owner shall be done at times when school is not in session.

1.09 Salvaged Materials:

- A. Prior to start of the work at the site, the Owner will remove any item they wish to retain that would fall within the construction site.

1.10 Materials and Equipment That Will Be Furnished and Installed By the Owner:

- A. None

**SUMMARY OF THE WORK
SECTION 01010**

1.11 Materials and Equipment That Will Be Furnished By The Owner And Installed By The Contractor:

A. None

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

End of Section

01010-4

PART 1 - GENERAL

1.01 Schedule of Values:

- A. Contractor shall submit Schedule of Values of various parts of the work within ten (10) days after the contract is awarded. Schedule shall be a complete breakdown of labor and materials required of the job showing quantities and unit prices, the whole aggregating the total sum of the contract.
- B. This schedule, when approved by the Owner, shall be used as a basis for periodical payments to the Contractor. In applying for payments, the Contractor's statement shall be broken down in conformity with this schedule.

1.02 Measurement:

- A. Before ordering any materials or doing any work, each contractor shall verify all measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurement indicated on the drawings; any difference which may be found shall be submitted to the Owner for consideration before proceeding with the work. Each contractor shall consult other trades so that their work and the other trades work will come together properly.

1.03 Payments to Contractors and Completion:

- A. The schedule of values shall be prepared in such a manner that each item of Work and each sub-contracted item of Work is shown as a single line item. Payments shall be made to the Contractor monthly on work and materials with-in the building or stored on the site during the previous month. If payment is requested for materials off site, the Contractor will provide a certificate of insurance with a list of material that is being insured. The materials will be properly stored. If approved by the Owner, payment will be considered. Until the Work is 50% complete, the Owner will pay 90% of the amount due the Contractor on account of progress payments. At the time the Work is 50% complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner, and in absence of other good sufficient reasons, he shall, on presentation by the Contractor of Consent of Surety, authorize the retainage be reduced to five percent (5%) of the amount earned to date in accordance with the provisions of Oklahoma Senate Bill No. 65, approved May 18, 1977. Contractor shall be required to submit a statement showing the value of the work completed, materials stored on site, and evidence that all outstanding bills for labor and materials have been paid. Contractor shall present this statement to the Owner for approval as noted on Agreement Form Section 00500, or as directed by the Owner, and upon approval of the Owner, the Owner shall pay the claim within twenty (20) days. Final payment shall be made to the Contractor upon approval by the Owner of the work as completed in accordance with all plans, specifications, and Contract Documents. Before receiving final payment in full, acknowledged by Contractor's bonding company, for all work, in lieu thereof for all work, labor and materials, and a consent for final payment, properly executed by the Contractor's bonding company.

**MEASUREMENT AND PAYMENT
SECTION 01025**

1.03 Payments to Contractors and Completion: Continued

- B. The Owner's approval of payment is given by the rendering of an opinion as to the fair amount due the Contractor as of that date. This opinion will be given after inspecting the work to determine as accurately as possible the work completed and materials on the job.
- C. Certificates -- No certificates issued or payment made to the Contractor shall imply an acceptance of any work or materials not in accordance with this contract.
- D. The Owner will deduct from the Contractor's final payment any cost, which they, the Owner, have incurred for extra architectural and engineering supervision fees due to construction extending past the completion date by more than 30 days.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

End of Section

01025-2

PART 1 - GENERAL

1.01 Work Included:

- A. The General Conditions and applicable sections of Division 1 shall apply to this entire section.
- B. Alternates noted to PROVIDE or PROVIDING, shall be understood to mean furnishing and installing, which will require all materials, labor, services and incidentals necessary for the completion of the item for the section of the work.

1.02 Related Work Specified Elsewhere:

- A. Instruction to Bidders - Section 00100
- B. Summary of the Work - Section 01010
- C. The sections of the specifications as listed under the respective alternates.

1.03 General Requirements:

- A. This section describes the changes to be made under each alternate.
- B. Refer to applicable or referenced specification sections for material requirements and execution.
- C. Coordinate related work and modify surrounding work as required to complete the project under each alternate.

1.04 Description of Alternates:

- A. **Alternate #1:** This alternate shall consist of providing a Premium SBS membrane with 250 G/M² non-woven polyester reinforcing in lieu of a standard SBS membrane.
- B. **Alternate #2:** This alternate shall consist of a unit price per sq. ft. for removal and replacement of existing membrane and 3/4" fiberboard found to be wet. All blistered areas to be checked for moisture when blistered portion of existing membrane is removed.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

End of Section



PART 1 - GENERAL

1.01 Modification to the Contract:

- A. Procedures for making modification to the contract by change orders, instructions, field orders, directives and other means.
- B. Modifications may involve changes in scope, contract sum, and contract time.

1.02 Change Orders:

- A. Change order when requested will be prepared on AIA Document G701.

1.03 Instructions:

- A. When Supplemental Instruction are issued, the Work shall be carried out in accordance with the supplemental instruction issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicated the Contractor's acknowledgment that there will be no change in the Contract Sum or Contract Time.

1.04 Field Orders:

- A. Field order when issued will be prepared on AIA Document G711.

1.05 Construction Change Authorization:

- A. When Construction Change Authorization is issued, to expedite the Work and avoid or minimize delays in the Work which may affect Contract Sum or Contract Time, the Contract Documents will be amended as described in the construction change. The Contractor will proceed with the Work promptly. Submit final costs for Work involved and change in Contract Time (if any), for inclusion in a subsequent Change Order.
- B. Construction Change Authorization will be prepared on AIA Document G713.

1.06 References:

- A. Reference made above to the AIA Documents are available in the local Office of the American Institute of Architects. There will be a fee charged for these documents.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 Application:

- A. The General Conditions shall apply to each document when issued.
- B. The Owner will initiate the document required for Contract Modification.

End of Section



PART 1 - GENERAL

1.01 Project Coordination:

- A. The Contractor shall understand that the project shall be kept in operation during the scheduled period, and disruption in the use of utilities shall be done only when the disruption is approved by the Owner.
- B. The Contractor shall coordinate the use of the site for storage, parking, maneuvering, staging and site access with the Owner and shall restrict their activities to within the established limits. The Contractor shall install adequate fences or barricades to restrict unauthorized entry into the construction area.
- C. The site plan drawings indicate existing paving and curbing. Any surfaces that receive damage from any phase of construction shall be repaired to match its original condition.
- D. For existing utilities, the Contractor will contact OKIE-ONE (1-800-522-6543), to verify and check locations of utilities before any digging or trenching.
- E. All subcontractors shall cooperate with each other. They shall properly install and coordinate their work with other subcontractors at such times and in such manner as not to delay or interfere with the work of others. They shall perform their work in conformity with the construction called for under other phases of this project.
- F. All subcontractors shall examine all drawings and read all instructions, whether for their specific work or for the work of others, so that they will be able to coordinate their work accordingly. They shall submit all required samples promptly and shall schedule their work through the General Contractor.
- G. Each subcontractor shall report promptly to the General Contractor of any delay or difficulties encountered in the installation of his work which make it unsuitable to connect or receive his work or the work of others. This report shall be in writing with a copy of the letter sent to the Owner. Failure of the subcontractor involved to so report shall constitute an acceptance of the work of others as being fit for the proper reception of his work.
- H. The Contractor shall be responsible for all costs for utility connections and meters to be installed.

1.02 Job Site Administration:

- A. The Contractor shall keep on this work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner unless superintendent proves to be unsatisfactory to the Contractor and ceases to be in their employ. The superintendent shall represent the Contractor in their absence, and all directions given him/her shall be as given to the Contractor. Other directions shall be so confirmed on written request in each case.
- B. The Contractor shall give efficient supervision to the work, using their best skill and attention. They shall carefully study and compare all drawings, specifications, and other instructions. They shall report at once to the Owner any error, inconsistency, or omission which they may discover; but they shall not be held responsible for their existence or discovery.

**PROJECT COORDINATION
SECTION 01040**

1.03 On Site Observation:

- A. The Owner and his representative shall have access, at all times, to the work wherever it is in preparation or progress, and each Contractor shall provide proper and safe facilities for such access and for on site observations.
- B. The Owner will visit the site at intervals appropriate to the stage of construction to familiarize himself and determine, in general, if the work is proceeding in accordance with the Contract Documents. These inspections do not relieve the Contractor of their responsibility to fulfill all requirements of the Contract Documents.
- C. The Owner may maintain observers on the job for the purpose of observing materials, methods, and the character of the work or equipment. These observers will deal with the Contractor only through the Owner.
- D. The on site observations made by the Owner shall not be construed as supervision of actual construction. The Owner is not responsible for providing a safe place for performance of work by Contractors, their employees, any persons at the site; the Owner is not responsible for providing access to the project, for the use of the premises, or for travel related to the project. The Contractor or sub-contractors assumes full responsibility for the proper safety measures to protect themselves, their employees, and other persons performing work on or related to the project. Any negligence in providing proper safety measures shall be the Contractor's responsibility. The Owner may call the Contractor's attention to the need of safety measures but shall not be held responsible for the Contractor's negligence.

1.04 Tests:

- A. Each Contractor shall make all tests as called for or required by code or as directed in the specifications at his expense.

1.05 Acceptance of Preceding Work:

- A. Before starting any operation, the Contractor and/or sub-contractor shall examine work performed by others (to which their work adjoins or is applied) and shall report to the Owner any conditions that will prevent satisfactory accomplishment of their contract. Failure to notify the Owner in writing of deficiencies or faults in preceding work will constitute acceptance thereof and waiver of any claim of its unsuitability.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

End of Section

PART 1 - GENERAL

1.01 Chases, Recesses, Cutting and Patching:

- A. Contractor shall be responsible for location and size of chases, recesses and sleeves necessary for proper installation of work. Contractor shall ascertain where such work is required and shall not wait for such information to be given them. Chases, recesses, and sleeves which are not properly located in advance of surrounding work shall be cut out and patched to Owner's satisfaction.

1.02 Closing in Work:

- A. No piping, wiring, ducts, etc., shall be covered up until properly inspected and approved and until certificates, if required, shall have been issued for same.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

End of Section



PART 1 - GENERAL

1.01 Codes:

- A. The following building codes will have jurisdiction over this project. These codes will be the latest edition as adopted by local or state authorities.
 - 1. The Building Officials and Code Administrators International, Inc., Building Code.
 - 2. The International Building Code.
 - 3. The International Plumbing Code.
 - 4. The International Mechanical Code.
 - 5. National Electrical Code.
 - 6. NFPA 101 Life Safety Code.
- B. Cooperate with applicable city or other governmental officials and inspectors at all times. If such officials or inspectors deem special inspection necessary, provide assistance and facilities that will expedite their inspection.

1.02 Occupational Safety and Health Act:

- A. The Contractor shall comply with the latest edition and revision of the Federal Occupational Safety and Health (OSHA).

1.03 American National Standard:

- A. The Contractor shall comply with the latest edition and revision of the International Code, American National Standards Institute, ICC/ANSI A117.1 for work outlined.

1.04 American Disabilities Act:

- A. The contractor shall comply with the latest edition and revision of the American Disabilities Act, for work outlined.

1.05 Public Competitive Bidding Act:

- A. Each bidder shall comply with the requirement of Oklahoma House Bill No. 1665, approved June 29, 1974, known as the "Public Competitive Bidding Act of 1974" and Oklahoma House Bill No. 1251, approved June 5, 1975.
- B. The following are Construction Contract forms, issued by the Office of the Attorney General, and are to be properly executed and used in conjunction with this project. Copies of these forms are bound in the project manual.
 - 1. Contract (including Affidavit)
 - 2. Statutory Bond
 - 3. Performance Bond
 - 4. Maintenance Bond
 - 5. Claim or Invoice Affidavit
 - 6. Notice of Award and Notice to Proceed

1.06 Hazard Communication Standard:

- A. Contractor shall comply with the State Department of Labor directive on the Oklahoma Hazard Communication Standard.

**REGULATORY REQUIREMENTS
SECTION 01060**

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

End of Section

01060-2

PART 1 - GENERAL

1.01 Work Included:

- A. The General Conditions and applicable sections of Division 1 shall apply to this entire section.
- B. Special attention and care if hazardous material is encountered during the course of cutting and demolition.

1.02 Related Sections:

- A. Coordination - 01040
- B. Demolition - 02110

1.03 References:

- A. The Oklahoma Clean Air Act, Regulation 3.8, in accordance with 40 CFR Part 61, Subpart M.
- B. The policy statement on vinyl-asbestos floor tile as issued by the State Department of Labor.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 Verification of Conditions:

- A. For demolition, renovation and removal of any asbestos-containing material, the contractor will comply with the references noted above. Contractor will encounter existing vinyl-asbestos floor tile on this project.
- B. Contractor will not disturb any friable asbestos material. When a hazardous material is encountered the Contractor will notify the Owner immediately.

End of Section



PART 1 - GENERAL

1.01 General:

- A. Submit to the Owner, shop drawings, product data and samples required by specification section.
- B. Schedule submittal of data to the Owner so that no delays will result in delivery of items. Submittals will be checked in order received unless Contractor indicates a priority at time of submittal. Allow a minimum of two (2) weeks for processing.
- C. Shop Drawing, product data and samples are not considered a part of the contract documents.

1.02 Submittal Requirements:

- A. Accompany all submissions with a transmittal letter containing:
 - 1. Date.
 - 2. Project title.
 - 3. Contractor's name, address, and telephone number.
 - 4. Supplier's or Distributor's name, address, and telephone number.
 - 5. The number of Shop Drawings, Product Data and Samples submitted.
- B. Shop Drawings:
 - 1. Preparation by a qualified detailer is required.
 - 2. Identify details by reference to sheet and detail designation shown on the Contract Drawings.
 - 3. Prepare one (1) reproducible transparency and two (2) opaque direct line prints of each shop drawing, all being not larger than size of contract drawings sheets nor smaller than 8-1/2 inch x 11 inch.
 - 4. Shop drawings shall:
 - a. Illustrate some portion of the work, showing fabrication, layout, setting or erection details, schedules, etc.
 - b. Include:
 - 1) Project title.
 - 2) Contractor's Name.
 - 3) Supplier or Distributor's Name.
 - 4) Detailer's Name or Mark.
 - 5) Field dimensions clearly identified.
 - 6) Relation to adjacent structure or materials.
 - 7) Identification of product or material.
 - 8) Blank space for Architect/Engineers stamp.
 - 9) Contractor's stamp certifying review of submittal, verification of field measurements and compliance with the contract documents.
 - 10) Date and Revision dates.
 - 11) Applicable ASTM number, ANSI number, Federal Specification number and other applicable standards.
- C. Product Data:
 - 1. Manufacturer's standard schematic drawings:
 - a. Modify drawings to clearly delete information which is not applicable to the project.

SUBMITTALS
SECTION 01300

1.02 Submittal Requirements: Continued

- b. Supplement standard information to provide additional information applicable to the project.
 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
 - a. Clearly mark each copy to identify pertinent materials, products or models.
 - b. Show performance characteristics and capacities.
 3. Prepare the number of copies which the contractor requires for distribution plus two (2) copies to be retained by the Owner.
- D. Samples:
 1. Defined as being actual physical examples of materials, equipment or workmanship which establish standards by which completed work is judged.
 2. Obtain office samples of sufficient size and quantity to clearly illustrate:
 - a. Functional characteristics of product or material with integral related parts and attachment devices.
 - b. Full range of color samples.
 3. Erect field samples and mock-up at the project in an acceptable location. Construct each sample or mock-up complete, including work of all trades required in finished work.
 4. Prepare the number of samples specified in specifications section.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 Submission:

- A. Subcontractors submitting data shall first deliver duplicate copies to the Contractor who shall thoroughly coordinate them for measurements, sizes, materials, details, actual conditions at building, and correlation with other work. Errors or omissions shall be corrected prior to submittal to Owner. Errors should be noted with one copy returned to Subcontractor for correction of tracings. Drawings submitted to Owner without first being properly checked and coordinated by Contractor shall be returned unchecked to Contractor. When required for correct fabrication of work, field measurements shall be made and noted on drawings before submittal.
- B. After receipt of Contractor submittals, the Owner will review and pass upon all submittals with reasonable promptness, making desired corrections, including all corrections relating to artistic effect, and mark same with one of the following:
 1. "Rejected" and/or "Resubmit" indicates that item must be revised, new transparencies and direct line prints made and resubmitted to the Owner. Data marked in this manner shall not be released or any work.
 2. "Note Markings: and/or "Approved as Noted" indicates that tracings are subject to corrections noted. Tracings may be released for fabrication of Work at Contractor's risk.

3.01 Submission: continued

3. "No Exceptions Taken" and/or "Approved" indicates final action by the Owner and that no changes shall be made on the original tracings without written consent of the Owner.
 4. "Confirm" indicates a response required of the Contractor on some particular item on the submittal, and that the tracings shall not be released for any work prior to receipt of this information. After receipt of this information, the tracing may be released for fabrication of work at the Contractor's risk.
 5. "Comments Attached" indicates additional comments and/or information are included either on the submittal or on the Owner's transmittal letter to the Contractor.
Note: Owner's review of submittal does not constitute a complete check, but indicates that design, general method of construction and detailing are satisfactory. Also, Owner's review and approval of submittal does not permit any deviation from Contract requirements nor does it relieve the Contractor of the responsibility for errors in dimensions, details, member sizes or for coordination items and products with actual conditions at the project site.
- D. Rejected submittals and submittals requiring resubmittal shall be revised and resubmitted as specified for initial submittal. Indicate on the re-submittal drawings items any changes which have been made other than those requested by the Owner.
- E. After final review by the Owner, Contractor shall furnish copies of Shop Drawings and Product Data to:
1. Contractor's file, copies as required.
 2. Job Superintendents file, copies as required.
 3. Subcontractor's file, copies as required.
 4. Supplier's file, copies as required.
 5. Fabricator's file, copies as required.
 6. Owner's file, copy as required.
- F. Contractor is responsible for seeing that only "Approved" copies of shop drawings are allowed on the project. Work being performed in accordance with drawings not marked in this manner will be stopped and items covered by shop drawings delivered to site without "Approved" drawings will be rejected.
- G. Submit, resubmit, and distribute Samples and Product Data in a manner similar to Shop Drawings submittal handling.

End of Section



PART 1 - GENERAL

1.01 Temporary Facilities:

- A. Temporary facilities furnished hereunder will remain property of Contractor and, as such, shall be furnished, erected, connected, repaired, maintained and removed from premises by him, with site graded to blend with surrounding areas, upon completion of Contract or earlier if so directed by the Owner.

1.02 Temporary Offices:

- A. The Contractor for General Construction work shall provide and maintain an individual field office for use by the Contractor, Contractor's Superintendent and Subcontractors. Offices shall be of ample size and watertight, supplied with desks, tables for plans, windows with locks, door with locks, electric lights, telephones, air conditioning, and proper facilities for either gas or electric heating. Offices shall be maintained with current and complete files of unmutilated plans, specifications, addenda, change orders, shop drawings and any supplemental sheets, details, etc.
- B. All offices shall be kept in a clean sanitary condition, shall be located in a location as approved by the Owner, and shall be removed when directed.

1.03 Temporary Storage Sheds:

- A. Contractor for general construction work shall provide strong, watertight sheds at approved locations for storage of materials. Storage sheds shall have wood floors raised above the ground. Doors shall be provided with a hasp and lock so they may be securely closed when construction operations are not in progress.

1.04 Temporary Sanitary Facilities:

- A. Contractor for general construction work shall:
 - 1. Provide temporary toilet facilities conforming to requirements of all health and sanitation codes for use by workmen employed on project.
 - 2. Provide adequate maintenance service and see that facilities are kept in a clean, sanitary condition at all times.
- B. At such time as permanent water and sewer connections are available, select one permanent toilet room within building for use of workmen. Provide all water closets in toilet rooms with temporary seats, maintain room in sanitary condition at all times and replace any permanent fixture damaged by prior use before building is completed and turned over to Owner.

1.05 Temporary Water:

- A. Contractor for General Construction Work shall furnish all water required to carry on progress of the work, and assume responsibility for protection of system from freezing and vandalism.
- B. At such time as permanent water connections are available, Contractor for Plumbing Work shall install adequate supply line to building so that every part of each floor of building is within a radius of 150 feet from such outlet.

1.06 Temporary Hoists, Ladders, Ramps, Runways, Etc:

- A. The Contractor for General Construction work shall, at his expense, furnish and maintain all equipment such as temporary hoists, ladders, ramps, runways, stairs, scaffolds, derricks, chutes, elevators, etc., as required for the proper execution of work by all trades. All such apparatus, equipment and construction shall meet all requirements of the labor law and other state or local laws applicable thereto as well as the requirements of the Occupational Safety and Health Administration (O.S.H.A.).
- B. As soon as possible, permanent stair framing is to be erected and the Contractor shall provide same with temporary treads, handrails, and shaft protection complying with the requirements of state and local laws as well as the requirements of O.S.H.A.
- C. The type of power to operate a construction material hoist or elevator shall be at the contractor's option. If the Contractor provides a hoist or elevator that is powered by a motor other than electric, he shall observe the following precautions to prevent possible fires or explosions:

1.07 Temporary Hoists, Ladders, Ramps, Runways, Etc: Continued

- 1. Any hoist and/or elevator housing shall be constructed of metal or other incombustible materials.
- 2. Operating fuel, other than that in the fuel tank, shall be stored not less than 50 feet from the engine and not less than 50 feet from the building.
- 3. Provide and maintain at each landing, a 10-lb. capacity ABS dry chemical type fire extinguisher adjacent to the hoist and/or elevator.
- D. Other Contractors and Subcontractors shall make an arrangement with the General Contractor for the use of the foregoing temporary facilities and equipment.

1.08 Temporary Fencing:

- A. The contractor shall provide fences, signs, and barricades as required for safety.
- B. The use of fences and buildings for advertising purposes during construction is forbidden.

PART 2 - PRODUCTS:

2.01 Material:

- A. Temporary Fencing:
 - 1. 6'-0" steel "T" posts.
 - 2. 48 inch wide hog wire, or high strength orange plastic construction fencing.

PART 3 - EXECUTION:

Not Used.

End of Section

PART 1 - GENERAL

1.01 Products List:

- A. Within 15 days after date of Owner-Contractor Agreement, submit to Owner three copies of list of major products proposed to be used, including name of manufacturers and installing subcontractors.
 - 1. Tabulate products by specifications section number, title, and Article number.
 - 2. For products specified by reference standards or description, give manufacturer, trade name, model or catalog designation, and reference standards.
- B. Owner will reply in writing within 15 days stating whether there is reasonable objection to listed items. Failure to object to a listed item shall not constitute a waiver of requirements of Contract Documents.

1.02 Options:

- A. Products Specified by Reference Standard or by Description: Select any product meeting those standards.
- B. Products Specified by Naming Several Products or Manufacturer: Select one of products or manufacturers named meeting specifications; no options; no substitutions.
- C. Products Specified by Naming One or More Products or Manufacturers and "or equal", "equal to", or "approved equal": Submit request for substitution for any product or manufacturer not specifically named.
- D. Products Specified by Naming Only One Product or Manufacturer: No option; no substitution allowed.

1.03 Limitations on Substitutions:

- A. **Requests for substitutions of products or manufacturers required by the Specifications will be considered only until 12:00 noon, seven (7) calendar days prior to bid opening. Requests received after this time will not be considered.**
- B. Subsequent requests will be considered only in case of product unavailability or other conditions beyond control of Contractor.
- C. Substitutions will not be considered when indicated on shop drawings or product data submittals without separate formal request, when requested directly by subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents.
- D. Do not order or install substitute products without written acceptance.
- E. Only one request for substitution for each product will be considered. When substitution is not accepted, provide specified product.
- F. Owner will determine acceptability of substitutions.

1.04 Substitution Requests:

- A. Submit separate request for each substitution, supported by complete data, appropriate drawings and samples, and including:
 - 1. Identity of each product by specifications section and Article number.
 - 2. Substitute product trade name, grade and model or catalog number; manufacturer's name and address; reference standards; names and address of similar projects on which product was used and dates of installation; color charts and samples showing construction, materials, and finishes as requested by Owner or specified in various specifications sections; and other data substantiating compliance of proposed substitution with requirements of Contract Documents.

SUBSTITUTIONS AND PRODUCT OPTIONS
SECTION 01630

1.04 Substitution Requests: Continued

3. Itemized comparison of proposed substitution with product specified, including quality and performance comparisons. List variations and reference to specifications section and Article numbers.
4. Cost data comparing proposed substitution with product specified, and amount of net change to Contract Sum.
5. Source and availability of replacement materials and of maintenance service.
6. Effect on construction schedule and changes required in other work of products.
7. Required license fees or royalties.
8. Attach product data as specified in SECTION 01300.

1.05 Contractors Representation:

- A. Each request for substitution constitutes representation that Contractor:
 1. Has investigated proposed product and determined that it is equal to or superior in all respects to specified product (or that cost reduction offered is ample justification for accepting the offered substitution);
 2. Will provide same warranties or bonds for substitution as for specified product;
 3. Will coordinate installation of all accepted substitutions, making such changes as may be required for work to be complete in all respects;
 4. Certifies that cost data presented is complete and includes all related cost under this contract, but excludes costs under separate contracts (if any);
 5. Waives claims for additional costs related to substitution which subsequently became apparent; and
 6. Agrees to replace substituted products which prove defective or otherwise unsatisfactory for service intended within warranty period with product originally specified at no additional cost.

1.06 Submittal Procedures:

- A. Submit three copies of request for substitution.
- B. Owner will review requests for substitutions with reasonable promptness.
- C. During bidding period, Owner will record acceptable substitutions in Addenda.
- D. After contract award, Owner will notify Contractor, in writing, of decision to accept or reject requested substitutions within fifteen (15) days.
- E. For accepted products, submit shop drawings, product data, and samples under provisions of SECTION 01300.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

End of Section

PART 1 - GENERAL

1.01 Work Included:

- A. This section amplifies requirements of the Standard Requirements for Contract Work, the Special Provisions, and the specifications, and is in addition to those requirements.

1.02 Substantial Completion:

- A. Contractor shall submit written certification to the Owner that the project is substantially complete.
- B. Within seven (7) days after receipt of certification, the the Owner's representative will make an on-site inspection of the project and prepare a punch list of items to be completed and corrected.
- C. Certificate of Substantial Completion: The Owner will prepare and issue a Certificate of Substantial Completion containing:
 - 1. Date of Substantial Completion.
 - 2. Owner's list of items to be completed or corrected.
 - 3. Time within which Contractor shall complete or correct work of listed items.
 - 4. Time and date Owner will assume possession of project, or designated portion thereof.
 - 5. Responsibilities of Owner and Contractor for:
 - a. Insurance.
 - b. Security.
 - 6. Signatures of:
 - a. Contractor, or his designated representative.
 - b. Owner's representative.
- D. Owner Occupancy:
 - 1. Contractor shall:
 - a. Perform final cleaning in accordance with Section 01710.
 - 2. Owner will occupy the project, under provisions stated in Certificate of Substantial Completion.
- E. Completion of the Work:
 - 1. Contractor will then proceed with work listed for completion or correction, within designated time.
- F. Failure to Substantially Complete the Work:
 - 1. Should the Owner consider the work not to be substantially complete:
 - a. The Owner shall immediately notify the Contractor, in writing, stating reasons.
 - b. The Contractor must then complete the work and send a second written notice to the Owner, certifying the project is substantially complete.
 - c. The Owner's representative will reinspect the work.

**PROJECT CLOSEOUT
SECTION 01700**

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 Final Inspection:

- A. Contractor shall submit written certification that:
 - 1. Contract documents have been reviewed.
 - 2. Project has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with the Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. Project is completed and ready for final inspection.
- B. The Owner and/or their designated representatives, will make a final inspection within seven (7) days after receipt of contractor's certification.
 - 1. Should the Owner consider the work to be finally completed in accordance with the requirements of the contract documents, the Owner shall request Contractor to make project closeout submittals.
 - 2. Should the Owner consider the work not to be finally complete:
 - a. The Owner shall notify the Contractor, in writing, stating reasons.
 - b. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written notice to the Owner certifying that the work is complete.
 - c. The Owner, and/or their designated representatives, will reinspect the work.

3.02 Reinspection Costs:

- A. Should the Owner be required to perform a second final inspection, the Owner will be compensated for additional services and deduct the amount paid from the final payment to the Contractor.

3.03 Closeout Submittals:

- A. Project Record Documents: To requirements of Section 01720.
- B. Operation and Maintenance Date: To requirements of the various specification sections.
- C. Guarantees and Bonds:
 - 1. Submit maintenance bond, properly executed, which guarantees the work for a period of one (1) year from the date of acceptance of the total project by the Owner. Maintenance bond must be written in an amount equal to 100% of the Contract sum.
 - 2. Submit all other guarantees, warranties and bonds for items of construction, properly transferred to the Owner.
 - 3. Keys and Keying Schedule: To requirements of Section 08700.
 - 4. Parts and Materials: To requirements of the various specification sections.

3.04 Instruction:

- A. Instruct Owner's personnel in the operation and maintenance of all items, apparatus, systems, mechanical, electrical and other equipment.
 - 1. Instruction shall be provided, at no expense to the Owner, by manufacturer's representative or authorized agent for each product installed which requires specialized instruction in its operation and maintenance.
- B. Refer to Divisions 15 and 16 for information pertaining to operation and maintenance instructions of Mechanical and Electrical products.

3.05 Evidence of Payments and Release of Liens:

- A. Prior to application for final payment, provide the Owner proof that all claims and obligations incurred in connection with the performance of the work have been fully paid and settled by Contractor and by all sub-contractors, suppliers and others with lien rights against the property of the Owner. Proof shall be in the form directed by the Contract.

3.06 Final Adjustment of Accounts:

- A. Submit final statement of Accounting to the Owner.
- B. Statement shall reflect:
 - 1. Original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders.
 - b. Cash Allowances.
 - c. Other Adjustments.
 - d. Deductions for uncorrected work.
 - e. Deductions for reinspection payments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. Owner will prepare a final change order reflecting approved adjustments to the Contract Sum not previously made by change orders.

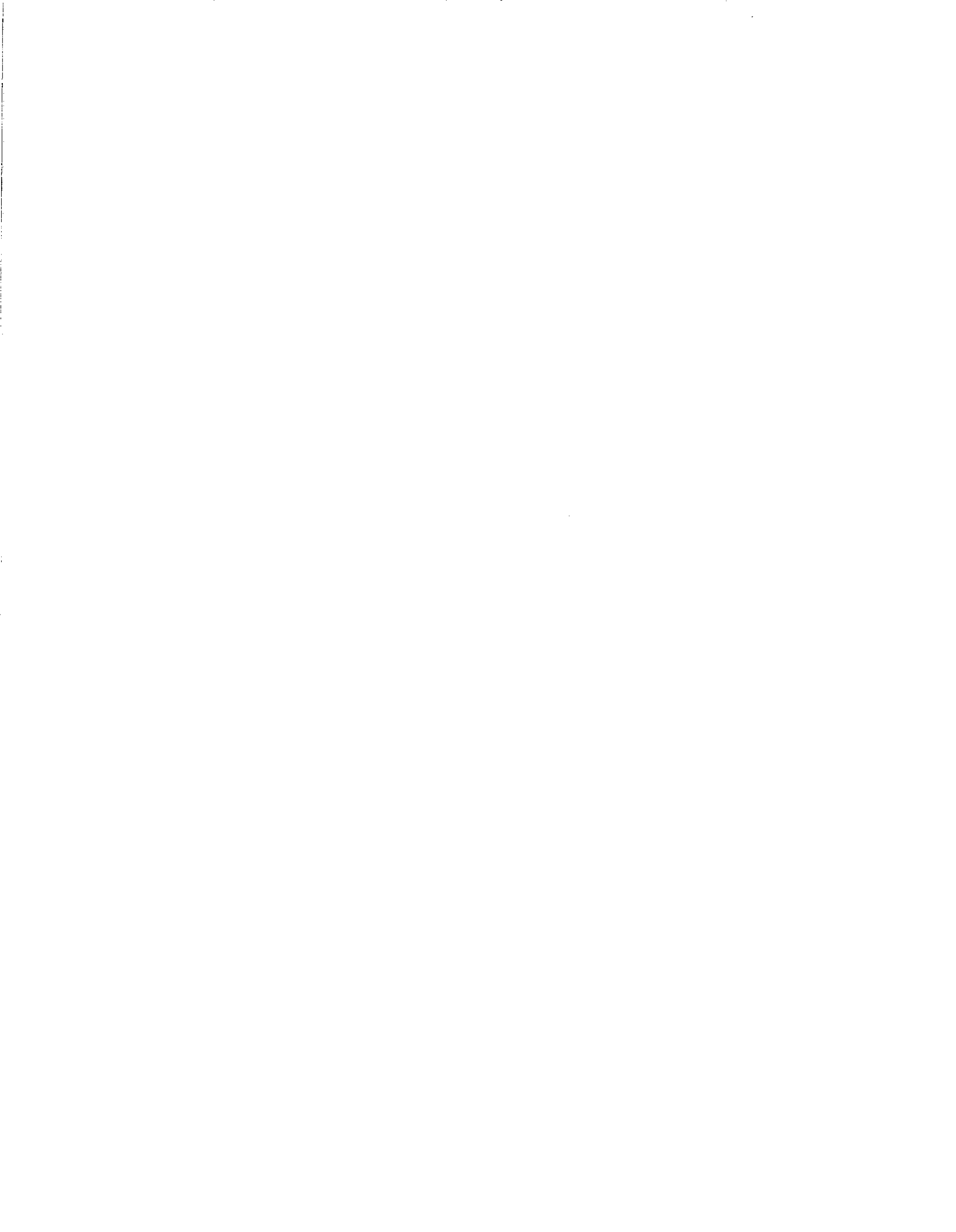
3.07 Final Application for Payment:

- A. Contractor shall submit final application in accordance with requirements of the Contract and as otherwise directed by the Owner.

3.08 Final Certificate for Payment:

- A. Owner will issue final certificate in accordance with the provisions of the Contract Documents.

End of Section



PART 1 - GENERAL

1.01 Description and Responsibility:

- A. The Contractor is responsible for the cleaning of the Work. If the Contractor fails to clean the work, the Owner may do so and charge the resulting costs to the Contractor.
- B. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by construction operations.
- C. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials. Clean all sight-exposed surfaces and leave project clean and ready for occupancy.

1.02 Safety Requirements:

- A. Standards:
 - 1. Maintain project in accord with applicable requirements of governing authorities having jurisdiction at the project site.
- B. Hazard Control:
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Pollution Control:
 - 1. Conduct cleaning and disposal operations to comply with local ordinances, if any, and antipollution laws.
 - 2. Do not burn or bury rubbish and waste materials on project site.
 - 3. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - 4. Do not dispose of wastes into streams and waterways.

PART 2 - PRODUCTS

2.01 Materials:

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 During Construction:

- A. Execute cleaning to ensure that buildings, grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and to prevent blowing dust.
- C. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide approved on-site containers or collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from the site and legally dispose of at public or private dumping areas of Owner's property.
- F. Handle materials in a controlled manner, with as few contacts as possible.

End of Section



PART 1 - GENERAL

1.01 Description and Responsibility:

- A. Prepare and maintain record documents for the project to be submitted at work completion as a condition of final acceptance.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 Maintenance of Documents:

- A. Maintain at job site, one copy of:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Reviewed Shop Drawings.
 - 5. Reviewed Product Data.
 - 6. Change Orders.
 - 7. Other Modifications to Contract.
 - 8. Field Test Records.
- B. Store documents in the Contractor's temporary field office, apart from documents used for construction.
- C. Provide files, racks and other approved storage methods for storage of documents.
- D. Maintain documents in clean, dry legible condition.
- E. Make documents available at all times for inspection by the Owner and their designated representatives.
- F. Do not use record documents for construction purposes.

3.02 Marking Devices:

- A. Provide approved marking instruments containing opaque, permanent, waterproof ink in black color for marking record documents.

3.03 Recording:

- A. Label each document "PROJECT RECORD" in 2-inch high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Legibly mark contract drawings to record actual construction:
 - 1. Depths of various foundation elements in relation to benchmark shown on the drawings.
 - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 4. Field changes of dimension and detail.

PROJECT RECORD DOCUMENTS
SECTION 01720

3.03 Recording: Continued

5. Changes made by Change Order or Field Order.
6. Details not on original Contract Drawings.

3.04 Submittal:

- A. At project completion, deliver record documents to the Owner.
 1. Place all letter-sized material in a three-ring binder, neatly indexed.
 2. Bind contract drawings in rolls of convenience size for ease of handling.
 3. Bind Shop Drawings in bundles of convenient size for ease of handling.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date
 2. Project title and Job Number.
 3. Contractor's name and address.
 4. Title and number of each record document.
 5. Certification that each document as submitted is complete and accurate.
 6. Signature of Contractor, or his authorized representative.

End of Section

PART 1 - GENERAL

1.01 Work Included:

- A. The General Conditions and applicable sections of Division 1 shall apply to this entire section.
- B. All materials, labor, services and incidentals necessary for the completion of this section of the work.

1.02 Related Sections:

- A. Rough Carpentry - 06100
- B. Modified Asphalt Roofing System - 07550
- C. Flashing and Sheet Metal - 07600

1.03 References:

- A. American Society for Testing Materials (ASTM):
 - 1. ASTM D312 Specification for Asphalt Used in Roofing.
 - 2. ASTM C208; C209 Specification for High Density Fiberboard.
 - 3. ASTM E96 Test Methods for Water Vapor Transmission of Materials.
 - 4. FM Class I Insulated Steel Deck Roof Construction with Both I-60 and I-75 Windstorm Classification.

1.04 Submittals:

- A. Submit product data under provisions of Section 01300.

1.05 Quality Assurance:

- A. Insulation shall be compatible with roofing for UL Class A System, factory Mutual Class I, and I-75 wind uplift.
- B. Insulation shall have passed UL 263 test.

1.06 Delivery, Storage, and Handling:

- A. Deliver materials in manufacturer's unopened packages with label intact and legible. Comply with manufacturer's instruction for handling and storage.
- B. Store insulation and secure covering to avoid damage from water and wind. Remove damaged or unsuitable material from the job site.

1.07 Project Conditions:

- A. Apply insulation only when the weather conditions are in compliance with the roof system limitations. Application of the roof system shall immediately follow the installation of the roof insulation.. Protect the installed insulation and roof system from water penetration at the end of each day's work.

1.08 Warranty:

- A. Upon completion, provide letter that insulation was installed to meet I-75 requirements.

**ROOF INSULATION
SECTION 07220**

PART 2 - PRODUCTS

2.01 Manufacturers:

- A. Atlas Energy Products, Division of Atlas Roofing Corp.
- B. Temple-Eastex
- C. Celotex Corporation.
- D. Owens-Corning Fiberglas Corporation
- E. Others as approved by Owner seven (7) days prior to bidding.

2.02 Materials:

- A. Roof Insulation:
 - 1. High Density Fiber Board (Cover Board):
 - a. Size: 4' x 8' panel
 - b. Thickness: As noted on drawings.
 - c. Edge: Square
 - 2. Isocyanurate Foam (Rigid Insulation):
 - a. A non-composite insulation board made up with facer sheets bonded to a core of isocyanurate foam.
 - b. Size: As required to meet installation requirements.
 - c. Thickness: As noted on drawings with an aged R-value of 7.0 per inch.
 - d. Edge: Square
 - 3. Contractors Option:
 - a. The contractor has the option to provide a composite insulation board made up of core isocyanurate foam bonded perlite on top side and fiber reinforced felt facer on the bottom.
 - b. Size: As required to meet installation requirements.
 - c. Thickness: As noted on drawings.
 - d. Edge: Square.

2.03 Related Materials:

- A. Bitumen: Asphalt ASTM D312 Type III.
- B. Mechanical Fasteners: Shall be type and size as recommended by the material manufacturer.

PART 3 - EXECUTION

3.01 Examination:

- A. Examine the areas and conditions under which the roof insulation is to be installed. Verify that surfaces are clean, dry and free of matter that may inhibit proper and timely completion of the work. Do not proceed with work in inclement weather or until the conditions are acceptable.
- B. Verify the proper installation of wood blocking and cants.
- C. Beginning installation means acceptance of substrate and project conditions.

3.02 Installation:

- A. Modified Bitumen Roofing System: Mechanically attach roof insulation, install base sheet and roofing surface.

**ROOF INSULATION
SECTION 07220**

3.03 Protection:

- A. Protect roof insulation from water and wind penetration at the end of each day's work.
- B. Protect the roof insulation in areas that will receive excessive traffic with a surface protection such as plywood.

End of Section



PART 1 - GENERAL

1.01 Work Included:

- A. The general conditions and applicable sections of Division 1 shall apply to this entire section.

1.02 Related Sections:

- A. Modified Asphalt Roofing System - 07550

1.03 Submittals:

- A. Refer to related sections for requirement on submittals.

1.04 Quality Assurance:

- A. Subcontract the roofing and associated work to a single firm, called the "Installer" in this section, so that there will be undivided responsibility for the specified performance of all component parts, including the following (even though some parts may be sub-contracted to others):
 1. Roof venting system under roofing.
 2. Insulation under roofing.
 3. Roof accessories.
 4. Metal gutters and downspouts.
 5. Roofing.
 6. Flashing in connection with roofing.
 7. Counter flashing in connection with roofing.
- B. Installer Prequalification: Engage an Installer who is a recognized Roofing Contractor, skilled and approved by the Material's Manufacturer for installation of their materials, products and systems and experienced in the type roofing specified with equipment to perform work in accordance with recognized standards.
 1. Minimum Experience: Not less than 5 year's experience with roofing projects of magnitude equivalent to the required work.

1.05 Project/Site Conditions:

- A. Pre-roofing Conference:
 1. Prior to the installation of the roofing materials and associated work, meet at the project site with the Installer, the installer of each component of associated work, the installers of deck or substrate construction to receive roofing work, the installers of other work in and around roofing which must follow the roofing work (including mechanical work if any), the Owner and/or the Owner's representative and other representatives directly concerned with performance of the work including (where applicable) insurers, test agencies, product manufacturers, governing authorities and the Owner. Record (by Contractor) the discussions of the conference and the decisions and agreements (or disagreements) reached, and furnish a copy of the record to each party attending. Review foreseeable methods and procedures related to the roofing work, including but not necessarily limited to the following:

**ROOFING, GENERAL
SECTION 07305**

1.05 Project/Site Conditions: Continued

- a. Review project requirements (drawings, specifications and other contract documents).
 - b. Review required submittals, both completed and yet to be completed.
 - c. Review status of substrate work (not by the roofing Installer), including drying, structural loading limitations and similar considerations.
 - d. Review availability of materials, tradesmen, equipment and facilities needed to make progress and avoid delays.
 - e. Review required inspection, testing, certifying and accounting procedures.
 - f. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions, including the possibility of temporary roofing.
 - g. Review regulations concerning code compliance, environmental protection, health, safety, fire and similar considerations.
 - h. Review procedures needed for protection of roofing during the construction period.
2. Reconvene the meeting at the earliest opportunity if additional information must be developed in order to conclude the subjects under consideration.
- B. Weather Condition Limitations:
1. Proceed with roofing and associated work only when weather conditions will permit unrestricted use of materials and quality control of the work being installed, complying with the requirements and with the recommendations of the roofing materials manufacturers.
 2. Proceed only when the Installer is willing to guarantee the work as required and without additional reservations and restrictions.

1.06 Guarantee/Warranty:

- A. Refer to related sections for guarantee/warranty requirement.

PART 2 - PRODUCTS

2.01 General Roofing Materials:

- A. Refer to related sections of the specifications for the requirements of permanent roofing materials, products and systems.
- B. Refer to drawings for typical roof construction assemblies and details.

PART 3 - EXECUTION

3.01 Inspection of Substrate:

- A. The Installer must examine the surface condition of the substrates to receive roofing and associated work, and ascertain the conditions under which the work will be performed, and notify the Owner and the Contractor in writing of unsatisfactory conditions. Do not proceed with roofing and associated work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.02 Installation, General:

- A. Coordinate the installation of roofing materials and associated work so as to provide a complete system complying with the combined recommendations of manufacturers and installers involved in the work.
- B. Protect other work from spillage of roofing materials, and prevent materials from entering and clogging drains and conductors. Replace or restore other work which is soiled or otherwise damaged by the performance of the roofing and associated work.

3.03 Performance Requirements:

- A. Initial Weather Resistance: It is required that the roofing and associated work be durable in normal weather exposure and not leak water during heavy rain storms. After completion of the roofing and associated work, and either during or immediately after a rain storm, (and before final acceptance of the work) the Installer shall meet with the Contractor at the project and inspect the building for evidence of leaks in the roofing and associated work. Prepare a written report without delay (by Contractor), covering the inspection, and submit to Owner.
 - 1. The Installer (only) shall repair or replace roofing and associated work as required to eliminate leaks or other inability of roofing to initially withstand normal weather exposure.
 - 2. Abnormal weather exposure is recognized to include hailstorms, lightning strikes, hurricane and tornadic winds, and other unusual phenomena of the weather as frequently covered by building insurances.
- B. Insurance Qualification: Assist Owner in his preparation and submittal of whatever roof installation acceptance certification may be in connection with fire and extended coverage insurance on the roofing and associated work (FM Form 800 or similar form by FIA or others).

3.04 Protection of Roofing:

- A. Upon completion of the roofing work (including associated work) the Installer shall advise the Contractor, with written copy to the Owner, of recommended procedures for his surveillance and protection of the roofing during the remainder of the construction period. At the end of the construction period, or at a time when the remaining construction will in no way affect or endanger the roofing (at Contractor's option), the Installer shall make a final inspection of roofing and prepare a written report to the Contractor, with copy to the Owner, of deterioration or damage found in the work.
- B. Only the Installer shall repair or replace (as required) deteriorated or defective work found at the time of final inspection. Only the Installer shall be engaged by the Contractor to repair damages to the roofing which occurred subsequent to roofing installation and prior to final inspection. Repair or replace the work so that there will be no question as to the condition of roofing and associated work at the time of final acceptance.

End of Section

PART 1 - GENERAL

1.01 Work Included:

- A. The General Conditions and applicable sections of Division 1 shall apply to this entire section.
- B. All materials, labor, services and incidentals necessary for the completion of this section of the work:
 - 1. Cleaning of deck surface.
 - 2. Roof insulation.
 - 3. Modified bitumen sheet roofing, with base flashings.

1.02 Related Sections:

- A. Rough Carpentry - 06100
- B. Insulation - 07220
- C. Roofing, General - 07305
- D. Flashing and Sheet Metal - 07600
- E. Basic Mechanical Materials and Methods - 15050

1.03 References:

- A. American Society for testing and materials (ASTM):
 - 1. Specification for Fiber Board C208 and C209.
 - 2. Specification for Asphalt Used in Roofing D312.
 - 3. Roof covering materials shall be classified, and when tested in accordance with E108, Class 'C'.
- B. FS HH-I-1972/2 Class 1 Specification for Isocyanurate Insulation.
- C. Tamko Awaplan Mop-on SBS Modified Bitumen Products Reference and Application of Commercial Roofing.
- D. Siplast Paradiene Roofing Systems and Specification.
- E. Bitec, Bitumen Technology Roofing Material Specification and Details.
- F. Nord Bitumi, Product Application Guide and Specification Manual.
- G. Firestone, Technical Specification for Design and Installation.

1.04 Performance Requirements:

- A. Materials and installation for F.M. I-75 wind uplift resistance.
- B. Materials shall be Class 'C' fire rated.

1.05 Submittals:

- A. Submit manufacturers product data and samples under provisions of Section 01300.
- B. Include:
 - 1. Most recent copy of manufacturer's literature applicable to products and specifications to be used, including applicable flashing details.
 - 2. Three (3) sheet samples, approximately 8" by 10", of roofing membrane.
 - 3. One (1) sample, approximately 8" by 10", of roof insulation material.
 - 4. Sample copy of the manufacturer's roof warranty.
 - 5. Certification:

**MODIFIED ASPHALT ROOFING SYSTEM
SECTION 07550**

1.05 Submittals: Continued

- a. Letter certifying that the Roofing Sub-Contractor is an approved applicator of the manufacturer's materials being submitted. This letter will be submitted with the manufacturer's literature.
- b. Letter certifying that work has been installed in accordance with specifications and manufacturer's written instructions.
6. Submit copies of the required paperwork to the manufacturer for the initial warranty process:
 - a. Notice of Award
 - b. Project Name
 - c. General Contractor
 - d. Owner's Name
 - e. Roofing Specification
 - f. Number of Squares
 - g. Type of Deck

1.06 Quality Assurance:

- A. Contractor authorized to install specified asphalt products and modified bitumen products.

1.07 Delivery, Storage and Handling:

- A. Deliver materials to job site on pallets, pallet label shall indicate material name, production date and/or product code.
- B. Store bulk asphalt in heated tanker not greater than 350 deg Fahr avoid modification of asphalt physical properties resulting from long period of overheating.
- C. Store materials in dry, protected areas in an upright position. Control temperature of storage areas in accordance with manufacturer's instructions. Protect materials from freezing.
- D. Storage of roll roofing should be at least above 50 degrees for a period of time before application.

1.08 Project/Site Conditions:

- A. Follow local, State, Federal regulations, safety standards and codes. When a conflict exists use the stricter documents.
- B. Follow insurance underwriter's requirement acceptable for use with specified asphalt products or systems.
- C. Do not apply roofing unless correct asphalt application temperature for the base ply can be maintained to obtain good embed and adhesion (minimum 425 degrees Fahr at point of application) THIS WILL BE STRICTLY ENFORCED. Nor shall operation be conducted when water in any form is present on deck, such as Rain, Dew, Ice, Frost, or Snow.
- D. Ensure roof deck is structurally sound to support the live and dead load requirements of roofing system and sufficiently rigid to support construction traffic.

1.09 Warranty/Guaranty:

- A. Provide not less than a Ten (10) year manufacturer warranty from the date of substantial completion of project.
- B. WARRANTY COVERS PRODUCT QUALITY, PERFORMANCE, LABOR, AND INSTALLATION. Submit sample specimen for review. No Limited Warranty on Materials will be accepted.

1.09 Warranty/Guaranty: Continued

- C. The overall responsibility for the warranty will be by the roofing materials manufacturer. A written agreement between the roofing sub-contractor and the roofing materials manufacturer, requiring the roofing sub-contractor to be responsible for repairs and leaks the first two (2) years. Therefore, the roofing materials manufacturer will fulfill the obligations defined in the warranty for the full term, even if the roofing sub-contractor defaults during their portion of the warranty period.
- D. The warranty will not cover Owner's responsibility for general maintenance.

PART 2 - PRODUCTS

2.01 Manufacturers:

- A. Bitec, Bitumen Technology.
- B. Siplast, Inc..
- C. Tamko Asphalt Products.
- D. Nord Bitumi U.S., Inc.
- E. GAF
- F. U.S. Intec
- G. Johns Manville
- H. U.S. Ply, Inc.
- I. Others as approved by Owner seven (7) days prior to bidding.

2.02 Materials:

- A. Roofing and Flashing Membranes:
 - 1. Tamko SBS mop-on membrane and Tam-Glass Premium Base, mop-on base ply.
 - 2. Siplast 20/30IH Paradiene 30 mop-on membrane and Paradiene 20 mop-on base ply.
 - 3. Bitec SPM 3.5H1 mop-on membrane and Type G2 fiberglass mop-on base ply.
 - 4. Nord Bitumi, Nord Flex Ultra mop-on membrane and 28 pound Type G2 fiberglass mop-on base sheet.
 - 5. Firestone IFF33MSBS Standard 160 gram mop-on membrane and Type IV felt base, mop-on base.
 - 6. All materials shall be Class 'C' fire rated.
 - 7. All base plies will be one (1) layer, refer to 3.02, B., 2 for contractors option.
 - 8. Non-woven polyester-160G/M².
- B. Parapet Membranes:
 - 1. Tamko Awaplan Heat Welding Grade.
 - 2. Siplast Aluminum Faced Veral Torch-on.
 - 3. Bitec SPM 4.5T Modified Bitumen Granular Membrane Torch-on.
 - 4. Nord Flex S torch-on.
 - 5. Firestone SBS polyester reinforced torch welded.
- C. Related Materials:
 - 1. Asphalt Primer: To comply with ASTM D41
 - 2. Asphalt Bitumen: To comply ASTM D312, Type III or IV as per manufacturers recommendations.
 - 3. Nails: As specified by the fastener manufacturer for specific application.
 - 4. Traffic Surfacing: As recommended by Roofing Materials Manufacturer, when required and specified.

MODIFIED ASPHALT ROOFING SYSTEM
SECTION 07550

2.02 Materials: Continued

5. Roof insulation: Refer to Section 07220.
6. Roofing Cement: As recommended by Roofing Materials Manufacturer. No Plastic Cement will be allowed on the project.

PART 3 - EXECUTION

3.01 Preparation:

- A. Remove trash, debris, grease, oil, water, moisture and contaminants which may affect installation of the roofing materials.
- B. Verify deck is dry, sound, clean and smooth, free of depressions, waves, or projections, properly sloped to drains.
- C. Prepare other surfaces according to respective manufacturer's published instructions. Beginning of installation means acceptance of the surface of the substrates only.
- D. Use cleaning materials necessary to render an acceptable surface.
- E. Use compatible materials on voids and joints so finished deck surface will be even and smooth.
- F. Protect adjacent areas from damage with tarpaulin or other durable materials.

3.02 Application/Installation:

- A. Insulation:
 1. Install insulation materials in accordance with manufacturer's current published application instructions as described in related section.
 2. Lay insulation boards with tightly butted, staggered joints. Cut insulation to fit neatly to perimeter blocking and around protrusions through roof.
 3. Install no more insulation than can be properly covered with roofing by the end of each day.
- B. Membrane:
 1. Install membrane materials in accordance with manufacturer's current published application instruction as described in the Products Reference and Application Guide listed above.
 2. Contractor's option install two (2) layers of base sheets using Type III or IV Asphalt at a rate as recommended by the manufacturer, if the roofer elects to delay application of the roof surface membrane until a later date.
 3. Extend base sheets and membrane two (2) inches past the top of the cants onto vertical surfaces.
 4. Set membrane in a solid uniform 30 pounds per 100 feet square hot (425 degrees F. at point of application) mopping asphalt.
 5. All side and head laps should show an excess of asphalt (minimum 1/2 inch).
 6. When inclement weather is expected, install a water cut-off at the end of the day's operation. Install cut-off at all exposed edge of roofing and at roof penetrations. Remove water cut-off upon resumption of work.
- C. Flashings:
 1. The flashing system shall be a component of, or attached to, the roof deck or roof deck system, and installed in accordance with manufacturer's current published details.
 2. All side and head laps should show an excess of asphalt (minimum 1/2 inch).

**MODIFIED ASPHALT ROOFING SYSTEM
SECTION 07550**

3.02 Application/Installation: Continued

3. Install prefabricated roofing expansion joint covers in accordance with manufacturer's instructions.
 4. Seal flashings and flanges of all items protruding through the membrane. Seal flanges between two (2) piles of membrane.
- D. Parapet Membrane:
1. Install as per manufacturers current published application instructions and recommendations.
- E. Roofing contractor needs to coordinate with mechanical/plumbing sub- contractors for additional pieces of roofing material that will be required under pipe and conduit supports. A minimum of one (1) piece, 12 inch x 12 inch will be placed under support. Additional pieces will be required for proper leveling of supports.

3.03 Field Quality Control:

- A. Finish roof membrane must be solid and tight. Inspect roof and make necessary correction/repairs to ensure proper adhesion.
 1. Cut open, re-adhere any non-adhered areas or fishmouths. Then cover area with another layer of membrane material in hot asphalt.
- B. Inspection and/or testing will be performed by firm appointed or recommended by the Material Manufacturer, Inspection and testing costs will be borne by the Roofing Sub-Contractor.
- C. Correct defects and irregularities.

3.04 Manufacturer's Field Service:

- A. The manufacturer of the roofing material will have a representative visit and inspect the roof during the progress of the roof work, and at the end of the work, to review the roofing work prior to issuance of the roof warranty.

3.05 Cleaning:

- A. Remove trash, debris, equipment and parts from job site.
- B. Repair damage and remove stains caused by work of this Section.
- C. Remove bituminous markings from finished surfaces. In areas where finished surfaces are soiled by asphalt or any other source of soiling caused by work of this Section, consult manufacturer of surfaces for cleaning advice and conform to those instructions.

3.06 Protection:

- A. Protect finished roof areas from damage during construction.

End of Section



PART 1 - GENERAL

1.01 Work Included:

- A. The General Conditions and applicable sections of Division 1 shall apply to this entire section.
- B. All materials, labor, services and incidentals necessary for the completion of this section of the work.

1.02 Related Sections:

- A. Modified Asphalt Roofing System - 07550
- B. Sealants - 07900
- C. Paints - 09910

PART 2 - PRODUCTS

2.01 Materials:

- A. Sheet Metal: Galvanized steel ASTM A-446-60, Grade A, refer Part 3 for gauge.
- B. Solder: 50% lead and 50% black tin conforming to ASTM B32.
- C. Flux: Muriatic acid cut with zinc.
- D. Sealant Compound: Rubber based compound - refer Section 07900.
- E. Fasteners: Nails, screws, and other fasteners used in conjunction with this work shall be galvanized or cadmium plated.

PART 3 - EXECUTION

3.01 Fabrication and Application:

- A. General:
 - 1. Shop fabricate metal flashing, trim, expansion joints, gutter, downspouts, conductor heads, scuppers, splash pans and similar items to comply with profiles and sizes shown, and to comply with standard industry details as shown by SMACNA in the "Architectural Sheet Metal Manual."
 - 2. Shape and install sheet metal as indicated. Furnish those items to be installed by other trades to the proper trade for installation.
 - 3. Exposed edges on flashing shall be blind.
 - 4. Embed flashing in roofing mastic.
 - 5. Make waterproof corner joints by soldering solidly. Joints shall be full-lapped.
 - 6. Soldering: Shall be done slowly with well heated coppers to thoroughly heat the sheet and completely sweat the solder through the full width of the seam. Ample solder shall be used and the seam shall show at least one full inch of evenly flowed solder. Soldering coppers: Shall be heavy and of blunt design, properly tinned before using.
- B. Roof Base Flashing and Counter Flashing:
 - 1. Material:
 - a. Refer to Modified Asphalt Roofing System - Section 07550

**FLASHING AND SHEET METAL
SECTION 07600**

3.01 Fabrication and Application: Continued

- C. Pipe Portals:
 - 1. Material:
 - a. One piece, spun aluminum base, flexible EPDM cap and stainless snaplock clamps.
 - 2. Manufacturers:
 - a. Portals Plus, Inc.
 - b. RPS (Roof Products and Systems) Corporation
 - 3. Location:
 - a. Provide at roof in locations as indicated and required.
- D. Metal Edge:
 - 1. Material: 22 gauge, pre-finished galvanized sheet metal match existing break shape where required.
 - 2. Secure metal edge and bed in sealant to blocking.
 - 3. Cooperate and coordinate installation of metal edge with roofing work as specified under sections covering roofing.
 - 4. At joints, bed metal edge in sealant and secure on side to backing strip by soldering solid. Do not use screws or nails in exposed face of metal edge.
 - 5. Lower edge of metal edge to be securely hooked to hook strip. Secure to wood blocking with No. 8 x 1" galvanized sheet metal screw at 8" o.c.
- E. Guttering:
 - 1. Material: 26 gauge, pre-finished galvanized sheet metal.
 - 2. Secure in sealant to blocking.
 - 3. At joints, bed in sealant and secure to flashing and metal siding.
 - 4. Cooperate and coordinate installation of gutters with roofing work as specified.
 - 5. Front edge of gutter will be 1/2" lower than back.
 - 6. Gutters will be properly supported with hangers.
- F. Copings:
 - 1. Material: 26 gauge, pre-finished galvanized sheet metal.
 - 2. Provide at wall parapet in locations as indicated and required.
 - 3. Provide continuous cleats.
- G. Conductor Heads:
 - 1. Material: 24 gauge, pre-finished galvanized sheet metal.
 - 2. Coordinate installation of conductor heads with scupper with roof work specified.
 - 3. Conductor heads shall be installed according to methods as outlined "Architectural Sheet Metal Manual."
- H. Downspouts:
 - 1. Material: Shall be of the same material as guttering or conductor heads.
 - 2. Downspouts shall be the rectangular design.
 - 3. Hanger shall be of the same material as the downspouts.

**FLASHING AND SHEET METAL
SECTION 07600**

3.02 Installation:

- A. SMACNA Details: Except as otherwise detailed or specified, comply with applicable recommendations and details of the "Architectural Sheet Metal Manual".
- B. Separate dissimilar metals from each other by painting each metal surface in the area of contact, with a heavy application of bituminous coating, or by other permanent separation as recommended.
- C. Provide for thermal expansion of running trim, flashing, valleys, expansion joints and other items exposed for more than 15'-0" continuous length. Maintain a watertight installation at expansion seams. Locate expansion seams as shown or, if not shown, at the following maximum spacing, 10'-0" intervals, and 2'-0" each side of corners.

End of Section







**Canadian County
Purchasing**

Affidavit / Proof of Mailing

Date Issued: September 7, 2010
Bid Number: **2010-11-3**
Closing Date: October 8, 2010 at 4:00pm
PO Box 458, 201 N. Choctaw Ave., El Reno, OK 73036
Opening Date: October 12, 2010 at 10:00am
Commissioner's Meeting Room, 201 N. Choctaw Ave., El Reno, OK 73036

~ AFFIDAVIT ~

New Roof / Children's Justice Center

State of Oklahoma)
County of Canadian) §

I, Sherry Murray, Purchasing Agent, in and for said County and State, do hereby certify that "Invitations to Bid" were sent to the following:

Francis Tuttle Vo-Tech Center Bid News
Attn: Bid Assistance – Judy Robbins 5727 South Garnett Road, Suite H
12777 N. Rockwell Tulsa, OK 74146
Oklahoma City, OK 73142

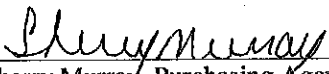
Online Data Services Matthew's Roofing
PO Box 1476 2017 Harvey Street
Decatur, GA 30031 Oklahoma City, OK 73109

Mid-America Roofing Oklahoma Roofing
PO Box 20243 1708 S Lowry
Oklahoma City, OK 73156 Oklahoma City, OK 73129

Southwest Roofing Standard Roofing
Attn: Max Attn: Jackie
PO Box 54858 PO Box 60150
Oklahoma City, OK 73154 Oklahoma City, OK 73146

3D's Roofing
3107 S High
Oklahoma City, OK 73129

Witness my hand and seal this 13th day of September, 2010.



Sherry Murray, Purchasing Agent

(SEAL)

