

Thur. 16 February 2012  
Thur. 23 February 2012

**SOLICITATION FOR BIDS  
(Bid Notice)**

Sealed competitive proposals will be received by the Enid Board of Education District No. 57 at its office located at 500 South Independence; Enid, Oklahoma until 2:30 p.m. Central Standard Time on the 8<sup>th</sup> day of March 2012 for the following:

Furnish all supplies, materials, equipment and labor for 2012 Renovations and Alterations to the Carver Educational Center, 815 South 5<sup>th</sup>, in accordance with Specifications and Contract Documents which have been prepared by Easley Associates, Architects.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays before the final time set for receipt of bids, as well as bids received after the final time set for receipt of bids, will not be considered and will be returned unopened.

Said bids will be publicly opened, read aloud, and tabulated in the Board Room of its office at 500 South Independence, Enid, Oklahoma at 2:30 p.m. on the 8<sup>th</sup> day of March, 2012 and presented at a meeting of the Enid Board of Education, District No. 57, in the Board Room of its office at 500 South Independence; Enid, Oklahoma at 6:30 p.m. on the 12<sup>th</sup> day of March 2012.

The Contractor shall identify his Proposal on the outside of a sealed envelope by writing the name of the project and the name of the Proposer. No oral, telephone or telegraphic proposals will be considered.

Plans and Specifications, Selection Criteria, Information for Proposers, Request for Proposal Form, Contract Form and Sample Bid Bond, Payment and Performance, may be examined without charge in the office of the Architect.

Bonafide approved prime proposers (bidders) may obtain Plans and Specifications from Easley Associates, Architects, at 223 N. Independence, Enid, Oklahoma 73701; 580-234-0828. A deposit of \$50.00 per set will be required. Deposit will be refundable, upon submission of a timely proposal and return of the Plans and Specifications in good condition, to the Architect's office within seven (7) days after Proposals are due. Failure to do either as specified will forfeit the deposit. Sub-Contractors and Material Suppliers may also obtain Plans and Specifications upon payment of reproduction and mailing charges.

No site visitation will be allowed without prior approval of the Owner and at a time designated by the Owner. Any visitation must be arranged by contacting Robert Sands or Bob Myers, Carter USA at 580.237.7577. **Prospective bidders are encouraged attend a pre-bid conference at the Carver Educational Center, Wednesday, February 29, 2012 at 3:30 pm for the purpose of discussing the project and any questions.**

All Contractors for the above listed work shall prepare and submit to the Architect, Pre-Qualification Statement, A.I.A. Document A-305, showing evidence that the Contractor has successfully completed work in projects of similar size and scope. Contractor's Pre-Qualification Statement and Questionnaire for Proposed Work for Enid Independent School District, shall list past projects, owners, architects and engineers with contact persons and telephone numbers.

Business Relationships Affidavit; Non-Collusion Affidavit and Cashiers Check, a Certified Check, or a Surety Bid Bond in the amount of five per-cent (5%) of the gross amount of the base bid as a guaranty shall accompany the sealed proposal of each bidder. Deposits will be returned to unsuccessful bidders.

The Enid Board of Education District No. 57 reserves the right to reject any or all bids. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

The successful bidder will be required to submit statutory Payment, Performance and Defect Bonds, proof of liability and workers' compensation insurance, as well as a statutory affidavit certifying that no convicted felons, violent or sex offenders are employed by the firm, prior to commencing work on the project.

For purposes of your bid, do not include any local or state sales tax. Board of Education will appoint the successful bidder its agent for purpose of receiving tax exempt status on purchase of materials for this Contract only. Authority Oklahoma Statute Article 68 Paragraph 1356(H), 1983.

Dated this 7<sup>th</sup> day of February, 2012

Willa Jo Fowler, President,  
Board of Education District No. 57

ATTEST:  
Karl A. White, Clerk  
Board of Education District No. 57

File: BIDNotice-Carver-FY2012

OWNER:

**Enid Board of Education**  
Independent School District #57  
500 S. Independence  
Enid, Oklahoma 73701

OWNER'S PROGRAM MANAGER:

**Carter & Associates Commercial Services, L.L.C.**  
Robert Sands, Jr., REFP 580-231-2427  
David Moss 580-231-  
517 North Independence  
Enid, Oklahoma 73701

ARCHITECT:

**Easley Associates Architects**  
223 North Independence  
Enid, Oklahoma 73701  
580 234 0828 phone  
580 233 8314 fax  
easleyassociates@att.net

*end of directory*

## SECTION I GENERAL CONDITIONS

### A. CONTRACTOR'S DUTIES

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviation from the specifications or plans must be approved in writing by the owner or his representative. The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts which may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any changes deemed necessary before acceptance by the owner.

### B. MATERIALS

All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or test shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design. No materials furnished under these specifications shall contain any asbestos. ACBM (asbestos containing building materials) are prohibited from use in the construction or remodel of school buildings by Federal Law.

### C. ALTERNATE MATERIALS

The materials specified have been determined to have characteristics appropriate for the purposes of this project. Unless the clause "or equal" is used in the specification pertaining to the material or article, only the specified item shall be used. In the event, however, that the clause "or equal" is used in the specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted for the written approval of the owner or his representative not less than 10 days prior to bid. No bid will be accepted which proposes to use a non-approved alternate. The owner reserves the right to reject any or all bids.

### D. SUBMITTAL OF PLANS AND SPECIFICATIONS

Before commencing work, the contractor shall submit for approval two copies of the complete information covering all materials and equipment that he proposes to furnish. Said submittals shall be accompanied by a letter of transmittal listing the information being submitted and identifying its compliance with the provisions of this specification. The contractor shall commence no work nor purchase any material prior to the approval of the submittals except at the contractor's risk. Approval of the submittals by the owner shall not be considered a waiver of any provisions of the specifications nor shall they be construed to permit a waiver from any of the performance criteria required at the final inspection.

### E. INSURANCE REQUIREMENTS

#### 1. CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE

The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contractor allow any sub-contractor to commence work on his sub-contract until the insurance required of the sub-contract has been obtained and approved.

#### 2. WORKMEN'S COMPENSATION INSURANCE

The contractor shall procure and shall maintain during the life of the contract, Workmen's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sub-let, the

contract shall require the sub-contractor similarly to provide Workmen's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under this contract are not protected under Workmen's Compensation Statute, the contractor shall provide and shall cause each sub-contractor to provide adequate employer's general liability insurance for the protection of such of his employees not other wise protected.

3. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident. The Contractor's Property Damage Insurance in amount of the initial contract sum as well as the subsequent modifications thereto for the entire work at the site on a replacement basis without voluntary deductibles.

4. SUB-CONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The contractor shall require each of his sub-contractors to procure and to maintain during the life of his sub-contract, Sub-contractor's Public Liability and Property Damage Insurance of the type specified in sub-paragraph "3" hereof in the amount specified.

5. AUTOMOBILE PUBLIC AND PROPERTY DAMAGE INSURANCE

Automobile Public Liability Insurance in an amount not less than \$1,000,000 single limit for injuries, including accidental death and property damage.

Insurance for automobiles shall include: the contractor's owned automobiles and trucks, hired automobiles and trucks, and automobiles and trucks not owned by the contractor.

**F. BONDING**

Each bidder shall accompany their bid with a bid bond in the amount of five percent (5%) of the amount bid. Such bond shall serve as liquidated damages and be forfeited in the event the successful bidder fails to enter the contract.

The successful contractor shall furnish a performance bond equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment (statutory) bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner. Bonding company shall have rating of A.M. Best rating of A-, financial size of VII (7) or better.

The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of one year. The contractor, shall furnish a maintenance defect bond for the above outlined maintenance term. This bond shall be in an amount not to exceed one hundred percent (100%) of the contract price. Any maintenance or warranty implied or written made by the contractor in excess of this one year maintenance period shall not be construed to be part of the performance or maintenance bond obligations, but shall be a separate and distinct obligation.

**NO WORK CAN COMMENCE BEFORE A WRITTEN CONTRACT IS EXECUTED.**

**G. PAYMENT TO CONTRACTOR**

The owner shall make progressive payments to the contractor as follows:

To receive progressive payments, the contractor may submit invoices for material and work that have been delivered and completed for approval by school board. Such invoices shall contain a sworn certification by the Director of Property Services that work for which the payment is claimed has been performed and that such work conforms to the plans and specifications for the project. Ten percent (10%) of all such partial payments made shall be withheld as retainage.

**H. SITE PREPARATION AND ACCESS**

For the performance of the contract, the contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by the owner or his representative. A reasonable amount of tools, materials, or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction.

Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of work will be disposed of at locations satisfactory to the owner.

**I. REPLACEMENT OF DAMAGED PROPERTY**

The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc. at contractors expense.

**J. OWNER'S ACCESS**

The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

**K. COMPLETION TIME**

All construction, after the Notice of Proceed, is to be completed within the number of days specified in your proposal. If work is not completed by this time, payments to the contractor will be withheld until completion of the project. The contractor will be required to commence work within 10 calendar days after the owner issues a Notice to Proceed and shall be present at the job site during normal working hours and shall proceed to completion with due diligence.

**L. FINAL APPROVAL**

The entire installation shall be inspected by the Director of Property Services and any defects in materials or workmanship shall be corrected by the contractor before the final acceptance and payment.

M.

## FORM OF PROPOSAL

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

Enid Public Schools  
500 South Independence  
Enid, Oklahoma 73703

Date: \_\_\_\_\_

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

The bidder, in compliance with your invitation for bids for construction of the 2012 Alterations to Carver Education Center, having examined the plans, specifications (including the Instructions to Bidders, General Conditions, Bond and Insurance Requirements and General Requirements of the specifications), forms of contract, bond requirements, related documents, and being familiar with the existing conditions surrounding the construction of the proposed project and the availability of materials and labor, hereby proposes to furnish all equipment, supplies, labor and materials, to complete the project in accordance with the contract documents within the time and price set forth herein.

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

The undersigned bidder proposes and agrees that if his proposal is accepted, to enter into contract with Enid Public Schools on forms prescribed with approved sureties, within seven (7) days, after notice of award to execute the Contract and to furnish to the Owner a satisfactory Performance, Statutory and Defect Bond in the sum of 100% of the contract price, guaranteeing the faithful performance of the work, payment of bills and workmanship and materials.

**NOTICE TO PROCEED & SCHEDULE REQUIREMENTS:** Bidder hereby agrees to commence work under this contract as specified and to complete the work **on or before August 15, 2011**. Bidder further agrees to his (her) payments being withheld if construction falls behind schedule. Payments shall be withheld until construction is back on schedule or until completion of constructions, whichever comes first. (See Liquidated Damages for late completions.)

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

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

**LUMP SUM PRICE, BASE BID:**

\$ \_\_\_\_\_

**ALTERNATE BID ITEMS**

Alternate bid items are for budget, funding and analysis purposes. Add Alternates will be acceptable in the event prices do not exceed budgets. Alternate Bid Items will be prioritized based on available funding and convenience to the Owner.

**ALTERNATE BID ITEM #1, ADD ALTERNATE:**

Break Room 102 shall receive new floor tile and vinyl base in the Base Bid. All other work in this room including gypsum wall board, texture and paint, new cabinets, sink, electrical and plumbing shall be included in this Alternate Bid Item.

Add: \$ \_\_\_\_\_

**Completion Date(s):** Contractor should note time of completions and delivery is of considerable importance to Owner, and will be considered in the award of the contract. Construction is to begin immediately upon award of contract and "Notice to Proceed". Construction shall be done at times which will not disturb or interrupt Owner's activities.

Contractor's schedule shall include all anticipated delays for weather days, delivery delays or other delays which may occur during the course of construction. See Liquidated Damages for late completions past August 15, 2012.

**The bidder has knowledge of the following addenda:** \_\_\_\_\_

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

_____ Signature	_____ Firm Name
_____ Title	_____ Address
_____ Employer I.D. No.	_____ Address

***(Attached to this Proposal Form are the Bid Bond (or cashier's check), Non-Collusion Affidavit and Business Relationship Affidavit.)***

*END OF FORM OF PROPOSAL*

N.

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, 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 or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that any such business relationship 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 architectural, engineering firm, or other party to the project is 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 relationship hereinabove mentioned exist, affiant should so state.)

\_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_ (SEAL)

O.

**NONCOLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )      SS

\_\_\_\_\_, 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 or in any discussions between bidders and any state official concerning exchange of money or other things of value for special consideration in the letting of a contract.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(SEAL)

**P. NOTICE TO BIDDERS**

**IMPORTANT**

**NOTE TO BIDDERS**

- A. Oklahoma Law requires that bids be sealed until the advertised time of opening. Therefore faxes, verbal or telephonically transmitted bids cannot be accepted. The law also requires that the following documents must accompany the bid or proposal.

**Required Bond/ Affidavits w/ Bid**

1. Bid bond or cashier's check in the amount of 5% of the bid.
  2. Business Relationship Affidavit.
  3. Noncollusion Affidavit.
- B. Oklahoma Law requires that the successful bidder submit, along with the contract, three bonds as listed below. State law also requires that you certify, in the form of an affidavit, that no employee or representative of your firm sent onto school premises for the purpose of delivery or services has been convicted of a felony or sex offense

**Required Bond / Affidavits w/ Contract**

1. Statutory Defect Bond
2. Performance Bond
3. Statutory Payment Bond
4. Affidavit of Nonemployment of Felony & Sex Offenders

Should you be the successful bidder the contract along with the required bonds and affidavit must be submitted within **twenty-one (21)** days of the award of the contract. No work may begin on the project until these documents are approved and on file in the office of the Clerk for the Board of Education, 500 South Independence, Enid, Oklahoma, 73701.

Karl A. White  
Clerk for the Board

Q.

**DEFECT (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 Independent School District Number 57 of Garfield County Oklahoma in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States of America, said sum being equal to 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 ISD #57, Garfield County Oklahoma, dated \_\_\_\_\_, 20\_\_\_\_, for

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of the Board of Education, ISD #57, Garfield County, 500 South Independence, Enid, Oklahoma 73701.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to ISD #57, Garfield County 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 ISD #57, Garfield County; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

The surety further agrees that the terms of this Bond shall cover the payment of the prevailing hourly rate of wages as determined by the Commissioner of Labor of the State of Oklahoma and in force at the date 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 specifications 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 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:

\_\_\_\_\_

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

Surety:

\_\_\_\_\_

By \_\_\_\_\_

Attorney-in-Fact

R.

**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 Independent School District Number 57 of Garfield County, Oklahoma in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States of America, said sum being equal to the full 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 ISD #57, Garfield County dated \_\_\_\_\_, 20 \_\_\_\_, for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

all in compliance with the plans and specifications therefor, made a part of said Contract and on file in the office of Board of Education, ISD #57, Garfield County, 500 South Independence, Enid, Oklahoma 73701.

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 protect and save said ISD #57, Garfield County, from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said contract 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 terms of this Bond shall cover the payment of the prevailing hourly rate of wages as determined by the Commissioner of Labor of the State of Oklahoma and in force at the date 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 specifications 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 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:

\_\_\_\_\_

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

Surety:

\_\_\_\_\_

By \_\_\_\_\_  
Attorney-in-Fact

S.

**STATUTORY PAYMENT 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 Independent School District Number  
 57 of Garfield County Oklahoma in the penal sum of  
 \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money  
 of the United States of America, said sum being equal to the full 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 ISD #57, Garfield  
 County dated \_\_\_\_\_, 20 \_\_\_\_, for

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all in compliance with the plans and specifications therefor, made a part of said Contract  
 and on file in the office of Board of Education, ISD #57, Garfield County, 500 South  
 Independence,  
 Enid, Oklahoma 73701.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform 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.

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:

\_\_\_\_\_

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

Surety:

\_\_\_\_\_

By \_\_\_\_\_

Attorney-in-Fact



**U.**

**CONTRACT**

New contracts in process.

**SUPPLEMENTAL CONDITIONS TO GENERAL CONDITIONS  
OF THE CONTRACT FOR CONSTRUCTION -  
2007 AIA DOCUMENT A201**

The following supplements modify the General Conditions of the Contract for Construction, AIA Document A201, Articles 1 through 16, inclusive, published in 2007 by the American Institute of Architects as amended by any Supplementary Conditions contained in the Project Manual for the Roof Replacements 2010 – Various Schools (the "General Conditions"). Where a portion of the General Conditions are modified, added to or deleted by this supplement, the unaltered portions of the General Conditions shall remain in full force and effect. The General Conditions, as amended herein, are specifically incorporated into all Contract Documents and shall be bound and made a permanent part of the Project Manual. The provisions contained herein shall bind the Owner, Architect and Contractor.

ARTICLE 1 - GENERAL PROVISIONS:

- A. The final sentence of Subparagraph 1.1.1, The Contract Documents, is deleted. It is the intent of the parties that the Contract Documents shall include, in addition to those documents set forth therein, all bidding documents, including bidding requirements, advertisements, instructions to bidders, together with sample forms and the Contractor's bid.

ARTICLE 2 - OWNER:

- A. Delete the second and third sentences of Subparagraph 2.1.1 providing for the designation of an Owner's representative and delegating to that representative the authority to bind the Owner.
- B. Subparagraph 2.1.2 shall be deleted.
- C. Subparagraph 2.2.1 shall be deleted.
- D. Subparagraph 2.2.3 shall be revised to read as follows:

2.2.3 Except where specifically required of a Contractor, the Owner shall furnish surveys describing the site of the Project. The Owner makes no representations concerning the accuracy or completeness of this survey. Such surveys may contain descriptions of physical characteristics, legal limitations, utility locations, permanent benchmarks, existing structures, slopes and contours, legal descriptions and other such pertinent information. Such owner-furnished surveys may be bound with the drawings or may be fully or partially transcribed on the Plot Plan or Site Plan Drawing. Any such survey shall not be a part of the Contract Documents, but will be provided for information purposes only.

E. Add new Subparagraph 2.3.1 to read as follows:

2.3.1 The Owner's right to stop the Work shall not imply that the Owner or the Architect has any duty, obligation or responsibility to determine either the safety of the Contractors' means, methods, techniques or sequences, including but not limited to, temporary shoring, bracing, scaffolding, form work, safety barriers, trench bracing and other similar items, referred to herein as "Temporary Facilities", or their compliance with the requirements of the laws, codes, regulations and safety requirements, which shall be the full and sole responsibility of the Contractor who shall solely bear any damages or injury, including death, arising therefrom.

F. Add new Subparagraph 2.4.1 to read as follows:

2.4.1 Should the Contractor fail or refuse to sign the Change Order, and should the Contractor not give written notice of his specific reasons within a seven day period after his receipt of the Change Order, or should the Contractor not accept delivery of the Change Order, a construction change directive for a like amount shall be issued in accordance with the provisions of paragraph 7.3, Construction Change Directives.

### ARTICLE 3 - CONTRACTOR:

A. Subparagraph 3.4.2 shall be modified to read as follows:

3.4.2 After the Contract has been executed, the Owner and Architect will consider formal requests for the substitution of products in place of those specified only upon written request of the Contractor and in accordance with a Change Order. By making requests for substitutions based upon this Subparagraph, the Contractor represents and certifies that:

- .1 he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 he will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 the cost data presented is complete and includes all related costs under this Contract, except the Architect's redesign costs, and waives all claims for additional costs related to the substitution, which subsequently become apparent; and

.4 he will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

B. Paragraph 3.6 shall be modified to read as follows:

3.6 The Owner is a public entity, exempt from sales and use taxes for the Work or portions thereof provided by the Contractor. The Owner shall, to the extent permitted by law, designate Contractor as an agent for purposes of these exemptions as more fully described elsewhere in the Contract Documents.

C. Add the following sentence to the end of Subparagraph 3.7.3:

Claims for additional costs will not be approved by the Owner for changes required to comply with applicable laws, ordinances, statutes, standards, building codes, rules and regulations for those portions of the Work for which the Contractor is required by the Contract Documents to have knowledge. Should applicable laws, ordinances, statutes, standards, building codes, rules and regulations change between the bid date and commencement of the Work or during the progress of the Work, and should such change require the Contractor to perform either more or less work, the Contract Sum and Contract Time shall be appropriately adjusted in compliance with the requirements of Article 7, Changes in the Work.

D. Subparagraph 3.9.1 shall be modified to read as follows:

3.9.1 The Contractor shall employ and shall designate in writing to the Architect and Owner, a competent superintendent and necessary assistants who shall be in attendance at the Project Site full-time during the performance of the Work. The superintendent shall represent to Contractor as his agent, and communications given to the superintendent shall be as binding as if given to the Contractor. Communications between the parties shall be confirmed in writing where such communications have a material effect upon the Work or where such confirmation is requested by other parties.

E. Add new Subparagraph 3.10.4 to read as follows:

3.10.4 Nothing in the requirement to submit construction schedules, or to revise such schedules or any review of such schedules by the Owner or Architect, shall give rise to a duty, obligation or responsibility of the Owner or Architect to the Contractor, subcontractor, material supplier or any other entity involved in the Work, to ensure completion of the Work within the Contract Time. It is the sole

duty, responsibility and obligation of the Contractor to complete the Work within the Contract Time.

- F. Add the following sentence to the end of Subparagraph 3.12.8:

Any portion of the Work which fails to conform to the requirements of the Contract Documents shall be corrected in compliance with Article 12, UNCOVERING AND CORRECTION OF WORK, and the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of his duty, obligation and responsibility to make any such required corrections. Specific attention in writing shall be defined as a letter submitted with the Shop Drawings, Product Data, Sample or similar submittal which shall contain the following phrase: "Your attention is directed to the following deviations from the requirements of the Contract Documents" followed by a detailed written listing of all such deviations.

- G. Add the following sentence to the end of Subparagraph 3.12.9:

Specific attention in writing shall be defined as a letter submitted with the Shop Drawings, Product Data, Sample or similar submittal which shall contain the following phrase: "Your attention is directed to the following revisions which are in addition to those revisions that you requested", followed by a detailed written listing of all such revisions.

- H. Add new Subparagraph 3.18.1 to read as follows:

To the fullest extent permitted by law the Contractor shall indemnify, defend and hold harmless Carter & Associates Commercial Services, L.L.C., Owner's program manager, from and against any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) for bodily injury and property damage that arise out of or result from the negligent or wrongful acts or omissions of the Contractor and/or any party for whose negligent or wrongful acts or omissions the Contractor may be responsible, including without limitation any party retained by, through or under the Contractor in connection with the Work.

#### ARTICLE 4 - ADMINISTRATION OF THE CONTRACT:

- A. Subparagraphs 4.1.2 and 4.1.3 shall be deleted in their entirety.

ARTICLE 5 - SUBCONTRACTORS:

A. Subparagraph 5.2.3 shall be modified to read as follows:

5.2.3 If the Owner or Architect asserts a reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contractor's proposed substitution shall include any proposed increase or decrease in the cost occasioned by such change. If accepted by the Owner and Architect, an appropriate change order shall be issued.

B. Subparagraph 5.2.4 shall be modified to read as follows:

5.2.4 The Contractor shall not change a subcontractor, person or entity previously selected without first notifying the Owner through the Architect of the proposed change in writing and allowing the Owner and Architect a reasonable time, after due investigation, to raise a reasonable objection.

C. Add new Subparagraph 5.3.1 immediately following Paragraph 5.3, to read as follows:

5.3.1 The Contractor shall indemnify and hold harmless the Owner and Architect, and each of their consultants, agents and employees of and from any and all claims, damages, losses and expenses, including but not limited to, attorneys fees, arising out of the Contractor's failure to bind a subcontractor or subcontractors to all the terms of the bidding documents, and to the Contract Documents, or the Contractor's failure to insure that the subcontractors bind each and every subcontractor to all the terms of the Bidding Documents or Contract Documents.

D. Add new Subparagraph 5.4.4 immediately following Subparagraph 5.4.3, to read as follows:

5.5.4 Each subcontractor shall employ or name a competent superintendent or foreman and necessary assistants who shall be in attendance at the Project Site at all times during the performance of the subcontractor's portion of the Work. The superintendent or foreman shall represent the subcontractor as his agent and all communications given to the superintendent or foreman shall be as binding as if given to the subcontractor in person. Material communications, including communications relating to Contract Sum or Contract Time shall be confirmed in writing. Other communications shall be similarly confirmed on written request of either party.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS:

A. Add new Subparagraph 6.2.6 immediately following Subparagraph 6.2.5 to read as follows:

6.2.6 Should a claim against the Owner be filed by a separate contractor alleging damage caused by the Contractor, the Owner shall notify the Contractor of such claim. The Contractor shall defend the Owner in all claim proceedings at the Contractor's expense. Should an award or judgment against the Owner be secured by the separate contractor, the Contractor shall pay or satisfy said award or judgment and shall reimburse the Owner for all attorneys fees, court costs, and all other costs or expenses which the Owner has incurred.

ARTICLE 7 - CHANGES IN THE WORK:

A. In Subparagraph 7.3.7, delete the phrase "in case of an increase in the Contract Sum" from the first sentence.

B. Subparagraph 7.3.8 shall be modified to read as follows:

7.3.8 The amount of credit or addition for a change which results in a net increase or decrease in the Contract Sum shall be actual net cost as confirmed by the Architect to include a reasonable corresponding adjustment for overhead and profit. When both additions and credits are involved in a change, the overhead and net profit allowance shall be calculated on the basis of the net change.

C. Add new Subparagraph 7.3.11 immediately following Subparagraph 7.3.10, to read as follows:

7.3.11 Prior to final payment, all Construction Change Directives issued during the progress of the Work shall be converted into Change Orders and signed by the Contractor, Architect and Owner. Should the parties fail to agree with the determination made by the Architect concerning adjustments in the Contract Sum and the Contract Time, or otherwise fail to reach agreements upon the adjustments, that portion of the final payment which is affected by the dispute, if any, shall be withheld pending final judgment issued by a court of competent jurisdiction.

D. Add new Paragraph 7.5, EXPEDITING CHANGES IN THE WORK, immediately following Paragraph 7.4 to read as follows:

7.5. EXPEDITING CHANGES IN THE WORK.

- 7.5.1 The Contractor shall not proceed with changes in the Work authorized under Paragraphs 7.2 or 7.3 until receipt of the appropriate signed documents.
- 7.5.2 It is recognized by the parties that, under certain circumstances, changes in the Work may delay or endanger the Work if not processed in an expeditious manner. Upon certification by the Architect that an unacceptable delay may be caused, or that the Work may be endangered, the Owner may authorize the Contractor to immediately proceed with a change in the Work. Such authorization shall be in writing, signed by the Owner and shall contain an estimated change in the Contract Sum or an estimated change in the Contract Time, as appropriate. The Contractor, upon receipt of Owner's preliminary authorization, shall proceed promptly with the change in the Work specified therein. Final determination of the changes in the Contract Sum and Contract Time shall be made in a reasonable time and Owner's preliminary authorization shall be converted into a Change Order or a Construction Change Directive, as the case may be.

ARTICLE 8 (No further supplements)

ARTICLE 9 - PAYMENTS AND COMPLETION:

- A. Add new clause 9.3.1.3 immediately following clause 9.3.1.2, to read as follows:

9.3.1.3 Until completion of fifty percent (50%) of the Work, the Owner shall pay ninety percent (90%) of the amount due the Contractor on account of progress payments, unless otherwise provided by statute. The remaining ten percent (10%) shall constitute "retainage." When the Work is fifty percent (50%) complete, the retainage shall be reduced to five percent (5%) of the amount due on account of progress payments. Upon Substantial Completion, the Owner shall pay the balance of the retainage to the Contractor.

- B. Add new clause 9.3.2.1 immediately following Subparagraph 9.3.2 to read as follows:

9.3.2.1 Accompanying each Application and Certificate for Payment upon which the Contractor applies for payment for materials not yet incorporated into the Work, the Contractor shall include a statement as follows: "At time of payment, for value received, the Contractor and applicable subcontractors and material suppliers, jointly and severally, hereby sell, assign or transfer unto the Owner the property described as stored materials in this Application and Certificate for Payment and do hereby warrant the title to said property, and do hereby certify that said property is free of all liens and encumbrances." Should this statement not be included with the Application and Certificate for Payment, it should be

included by reference with the same force and effect as if it had been written thereon.

- C. Add new clauses 9.8.1.1 and 9.8.1.2 immediately following Subparagraph 9.8.1 to read as follows:
- 9.8.1.1 All inspections required by federal, state or local regulatory authorities shall be complete and a certificate of occupancy shall be issued prior to the issuance of the Certificate of Substantial Completion.
- 9.8.1.2 Should any regulatory inspection disclose any work performed by the Contractor which is not in compliance with the Contract Documents, the Contractor shall, prior to the issuance of the Certificate of Substantial Completion, complete or correct such Work. The Contractor shall then schedule another inspection by the appropriate regulatory authority and notify the Architect of the time and date of such reinspection.
- D. The first sentence of Subparagraph 9.8.2 shall be modified by adding the phrase "and after all regulatory inspections are complete and a Certificate of Occupancy is obtained" immediately following the words "is substantially complete."
- E. Add new subparagraph 9.8.6 immediately following subparagraph 9.8.5 to read as follows:
- 9.8.6 Unless otherwise agreed upon in writing, the issuance of a Certificate of Substantial Completion shall not constitute acceptance of Work not in compliance with the requirements of the Contract Documents.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY: (No further supplements)

ARTICLE 11 - INSURANCE AND BONDS:

- A. Add the following sentence to the end of Subparagraph 11.1.4:
- “Carter & Associates Commercial Services, L.L.C., Owner’s program manager, shall be named as an additional insured under Subparagraph (1) above.”
- B. Add new Subparagraph 11.1.5 to read as follows:
- “All policies of insurance provided by the Contractor or any of its Subcontractors or Sub-subcontractors pursuant to this Section 11.1 shall include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against the

Owner and Carter & Associates Commercial Services, L.L.C. and each of their respective affiliates, agents, officers, directors and employees. The Contractor waives, and shall require all of its Subcontractors and Sub-subcontractors to waive in their respective subcontracts and sub-subcontracts, any and all claims, damages, loses, costs, and expenses against the Owner and Carter & Associates Commercial Services, L.L.C. and each of their respective affiliates, agents, officers, directors and employees to the extent such claims, damages, losses, costs and expenses are covered by insurance procured by Contractor or any of its Subcontractors or Sub-subcontractors pursuant to this Section 11.1.”

C. Clause 11.3.1.2 shall be deleted and, in its place, the following sentence shall be substituted:

“The Contractor shall pay all costs not covered under the property insurance policies because of deductibles identified in the Contract Documents.”

D. Clause 11.3.1.3 shall be deleted in its entirety.

E. Clause 11.3.1.4 shall be deleted in its entirety.

F. Subparagraph 11.3.2 shall be deleted in its entirety.

G. Subparagraph 11.3.3 shall be deleted in its entirety.

H. Subparagraph 11.3.4 shall be deleted in its entirety.

I. Subparagraph 11.3.5 shall be deleted in its entirety.

J. Subparagraph 11.3.6 shall be modified to read as follows:

11.3.6 The Owner, upon written request of the Contractor, shall supply the Contractor with a copy of each policy that includes insurance coverages required by this paragraph 11.3.

K. Subparagraph 11.3.7 shall be deleted in its entirety.

L. Subparagraph 11.3.8 shall be deleted in its entirety.

M. Subparagraph 11.3.9 shall be deleted in its entirety.

N. Subparagraph 11.3.10 shall be deleted in its entirety.

O. Subparagraph 11.4.1 shall be modified to read as follows:

11.4.1 The Owner shall require the Contractor to furnish performance, labor and material payment (statutory) and defect bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the bidding requirements and specifically required in the Contract Documents. Bonds shall be furnished to the Owner on the date of execution of the Contract.

P. Add new clause 11.4.1.1, immediately following Subparagraph 11.4.1 to read as follows:

11.4.1.1 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.

#### ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK (not supplemented)

#### ARTICLE 13 - MISCELLANEOUS PROVISIONS:

A. Paragraph 13.7 shall be deleted in its entirety.

#### ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The first sentence of subparagraph 14.1.1 shall be modified by substituting "60 days" for "30 days."

B. Add new clause 14.2.1.5 to subparagraph 14.2.1 immediately following clause 14.2.1.4 to read as follows:

14.2.1.5 is adjudged 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.

#### ARTICLE 15 – CLAIMS AND DISPUTES:

A. The last sentence of Subparagraph 15.1.3 shall be modified to read as follows:

“The Architect will prepare Change Orders in accordance with the agreement of the Owner and Contractor or, failing agreement, the Architect will issue Change Directives and, where appropriate, Certificates for Payment, all as provided herein.”

B. Subparagraph 15.1.6 shall be deleted in its entirety.

C. Paragraph 15.2 shall be deleted in its entirety.

- D. Paragraph 15.3 shall be deleted in its entirety.
- E. Paragraph 15.4 shall be deleted in its entirety.

ARTICLE 16 - EMPLOYEE CRIMINAL CONVICTIONS:

- 16.1 The Contractor will not allow any employee of the Contractor or of any subcontractor to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or Gubernatorial pardon for the criminal offense.
- 16.2 As a condition to receiving progress payments on the contract sum, the Contractor will furnish with each application for payment a signed statement declaring that no employee working on school premises during normal school hours under the authority of the Contractor is in violation of the provisions of this Article. If this Contract does not provide for periodic payment against the Contract Sum, the signed statement referred to in this Section will be furnished as required from time to time by the Owner. The Owner's form of the signed statement will be used by the Contractor.
- 16.3 The Contractor agrees to obtain similar compliance statements from all subcontractors used by the Contractor on the Project with reference to employees of the subcontractors. No request for payment will be approved by the Contractor unless accompanied by the required compliance statements.
- 16.4 The Contractor's conviction of a violation of 57 O.S. § 589 (1998 Supp.) shall constitute grounds for termination of the Contract. The foregoing provisions are intended to comply with Senate Bill 1394 of the Second Regular Session (1998) of the 46<sup>th</sup> Oklahoma Legislature. The Contractor is obligated to comply with the provisions of that Act, as may be interpreted or amended from time to time as if fully incorporated herein.

**V. AFFIDAVIT OF NONEMPLOYMENT OF FELONY, VIOLENT & SEX OFFENDERS**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )§

I, \_\_\_\_\_ on behalf of \_\_\_\_\_, hereby subscribe and swear that no employee performing work on a full-time or part-time basis that would otherwise be performed by school employees under the authority and control of this business or company has been convicted of a felony within the past ten (10) years in this state, the United States or any other state. I further subscribe and swear that no employee of this business or company working with children, providing services to children, or working on school premises at any time has been convicted in this state, the United States, or any other state of any sex offense subject to the Sex Offenders Registration Act in this state, or subject to another state's, or the federal sex offender registration provisions or the Mary Rippy Violent Crime Offenders Registration Act.

**OKLAHOMA SEX OFFENDERS REGISTRATION ACT**

The provisions of the Oklahoma Sex Offenders Registration Act ("Act") apply to any person who, after November 1, 1989, has been convicted, whether upon a verdict or plea of guilty or upon a plea of nolo contendere, or received a suspended sentence for a crime or an attempt to commit one of crimes listed below. The provisions of the Act apply to anyone who enters Oklahoma after November 1, 1989, and who has been convicted or received a suspended sentence for a crime or attempted crime, which, if attempted in this state, would be a crime or an attempt to commit a crime provided for in any of said laws. In addition, the provisions of the Act apply to anyone who enters Oklahoma after September 1, 1993, and who has received a deferred judgment for a crime or attempted crime, which if committed or attempted in this state, would be a crime or an attempt to commit one of the crimes listed below.

1. Abuse or neglect of a child if that crime involves either sexual abuse or sexual exploitation.

**"Sexual Abuse"** includes, but is not limited to, rape, incest, and lewd or indecent acts or proposals, by a person responsible for the child's health or welfare.

**"Sexual Exploitation"** includes, but is not limited to, allowing, permitting, or encouraging a child to engage in prostitution by a person responsible for the child's health or welfare or allowing, permitting, or encouraging, or engaging in the lewd, obscene, or pornographic photographing, filming, or depicting of a child in those acts by a person responsible for the child's health or welfare.

2. Kidnapping - without lawful authority, forcibly seizing and confining another, or to lure, entice, or lead astray, by false representation or promises, or other deceitful means or to cause another to be sent out of state against their will.

## SEX OFFENDERS/VIOLENT OFFENDERS REGISTRATION ACT (Cont.)

3. Trafficking in Children.
4. Incest.
5. Forcible Sodomy.
6. Child Stealing.
7. Indecent exhibitions - procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons for the purpose of sexual stimulation of the viewer.
8. Obscene or Indecent Writings - writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting or otherwise preparing, publishing, selling, distributing, keeping for sale, or exhibiting any obscene or indecent writing, paper, book, picture, photograph, motion picture, figure, for of any description or any type of obscene material.
9. Making, prearranging, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or any other kind of sound recording of any obscene or indecent language, poetry, or songs, or speaking any words by means of a telephone to any person which are offensive to decency or are calculated to excite vicious or lewd thoughts or acts or speaking any other communicable words which are offensive to decency or are adapted to excite vicious or lewd thoughts or acts.
10. Solicitation of Minors - willfully soliciting or aiding a child to perform or show, exhibit, loan or distribute to a minor child any obscene or indecent writing, paper, book, picture, photograph, motion picture, figure, or form of any description or any type of obscene material for the purpose of inducing any minor to participate in any act described in 7, 8, or 9.
11. Procuring or causing participation of a minor, under the age of 18, in any film, motion picture, videotape, photograph, negative, slide, drawing, painting, play, performance or any type of obscene material wherein the minor child is engaged in or portrayed, depicted, or represented as engaging in any act of sexual intercourse.
12. Any parent, guardian, or individual having custody of a minor who allows the minor to participate in any act specified in 11.
13. Facilitating, encouraging, offering, or soliciting sexual conduct with a minor.
14. Showing acts of sexual intercourse or unnatural copulation.
15. Procuring child under eighteen years of age for prostitution, lewdness or other indecent act.
16. Inducing, keeping, detaining, or restraining a child, under eighteen years of age for prostitution.
17. Rape by instrumentation.

## **SEX OFFENDERS/VIOLENT OFFENDERS REGISTRATION ACT (Cont.)**

18. Rape in first or second degree.
19. Lewd or indecent proposals or acts as to a child under sixteen.

### **MARY RIPPY VIOLENT CRIME OFFENDERS REGISTRATION ACT**

On and after November 1, 2004, the provisions of the Mary Rippy Violent Crime Offenders Registration Act shall apply to any person residing, working, or attending school in this state who is subsequently convicted of, or who receives a deferred judgment or suspended sentence for, any crime or attempted crime listed below by any court in this state, another state, the United States, a tribal court, or a military court. In addition, the provisions of this Act apply to any person who subsequently enters this state for purposes of residence, work, or to attend school and who has been previously convicted of or is subject to a deferred judgment, suspended sentence, probation, or parole from any court of another state, the United States, a tribal court, or a military court for any crime or attempted crime which, if committed or attempted in this state, would be a crime substantially similar to any crime listed below.

For purposes of this Act, "convicted of" means an adjudication of guilt by a court of competent jurisdiction whether upon a verdict or plea of guilty or nolo contendere.

The following crimes and attempts to commit such crimes shall be registered under the Mary Rippy Violent Crime Offenders Registration Act:

1. First degree murder as provided for in Section 701.7 of Title 21 of the Oklahoma Statutes;
2. Second degree murder as provided for in Section 701.8 of Title 21 of the Oklahoma Statutes;
3. Manslaughter in the first degree as defined by Section 711 of Title 21 of the Oklahoma Statutes;
4. Shooting or discharging a firearm with intent to kill, use of a vehicle to facilitate the intentional discharge of a firearm, crossbow or other weapon, assault, battery, or assault and battery with a deadly weapon, or by other means likely to produce death or great bodily harm, as provided for in Section 652 of Title 21 of the Oklahoma Statutes;
5. Assault with intent to kill as provided for in Section 653 of Title 21 of the Oklahoma Statutes;
6. Bombing as provided for in Section 1767.1 of Title 21 of the Oklahoma Statutes; and
7. Any crime or attempt to commit a crime constituting a substantially similar offense as stated in paragraphs 1 through 6, above, adjudicated by any court of another state, the United States, a tribal court, or a military court.

The registration requirements of the Mary Rippy Violent Crime Offenders Registration Act shall not apply to any person while the person is incarcerated in a maximum or medium correctional institution of the Department of Corrections, a private correctional institution, or another state, federal, tribal or military facility, but shall apply to deferred, suspended, probation, parole, and discharges.

**SEX OFFENDERS/VIOLENT OFFENDERS REGISTRATION ACT (Cont.)**

IT IS UNLAWFUL FOR ANY PERSON REGISTERED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT OR THE MARY RIPPY VIOLENT CRIME OFFENDERS REGISTRATION ACT TO WORK WITH OR PROVIDE SERVICES TO CHILDREN OR TO WORK ON SCHOOL PREMISES, OR FOR ANY PERSON OR BUSINESS WHO OFFERS OR PROVIDES SERVICES TO CHILDREN OR CONTRACTS FOR WORK TO BE PERFORMED ON SCHOOL PREMISES 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 OR THE MARY RIPPY VIOLENT CRIME OFFENDERS REGISTRATION ACT. UPON CONVICTION FOR ANY VIOLATION, THE VIOLATOR SHALL BE GUILTY OF A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED ONE THOUSAND DOLLARS. IN ADDITION, THE VIOLATOR MAY BE LIABLE FOR CIVIL DAMAGES.

I have read and understand the provisions of this document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

VENDOR NAME (Print) \_\_\_\_\_

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(SEAL)

\_\_\_\_\_

Notary Public

Return form to: Enid Board of Education

My commission expires:

\_\_\_\_\_

**Business Office  
500 S. Independence  
Enid, OK 73701-5693**

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

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

2. PLANS AND SPECIFICATIONS:

A deposit of \$35.00 per set will be required from each contractor obtaining plans and specifications. This deposit will be returned if Contractor submits a proposal and if all sets secured by bidder are returned in good order within seven (7) days after bid date. In case of failure to submit a proposal or to return plans as specified, the deposit will be forfeited. Extra plans and specifications for bidding purposes may be purchased for the cost of printing.

3. TIME AND PLACE OF BID OPENING:

Sealed proposals submitted on the "Form of Proposal" as bound herewith will be received by the Enid Board of Education District No. 57 at its office located at 500 South Independence; Enid, Oklahoma, until 2:30 p.m. Central Daylight Time on the 8<sup>th</sup> day of March 2012 for furnishing all necessary labor, materials, and equipment for the construction of the Window Replacements & Interior Improvements to Carver Education Center, Enid, Oklahoma.

A pre-bid conference shall be held at the Carver Educational Center Wednesday, February 29, 2012 at 3:30 p.m. to discuss the project and address questions from bidders.

4. EARLY/LATE BIDS:

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays before the final time set for receipt of bids, as well as bids received after the final time set for receipt of bids, will not be considered and will be returned unopened.

5. BID OPENING:

Said bids will be publicly opened, read aloud, and tabulated in the Board Room 500 South Independence at 2:30 p.m. on the 8<sup>th</sup> day of March 2012. Bid proposals received will be presented to the Enid Public Schools Board of Education at a meeting of the Enid Board of Education, District No. 57, in the Board Room of its office at 500 South Independence; Enid, Oklahoma on the 12<sup>th</sup> day of March 2012. It is the intention of the Board of Education to immediately award and execute the contract for construction at this meeting. Contractor must be available to begin work immediately.

6. PROPOSAL FORMS:

All blank spaces on proposal form must be fully filled in with ink, and all amounts must be in words as well as figures. Signatures must be in long hand and executed by a principal duly authorized to make contracts. The completed form shall be without interlineation, alteration or erasure. If blank spaces in alternates do not apply, please indicate so on the blank space.

7. PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND,  
SURETY MAINTENANCE BOND:

The Owner shall require the successful bidder to furnish Performance, Statutory Payment, Maintenance, Defect and surety bonds covering faithful performance of all work in the contract and payment of all obligations arising thereunder, in such form as the Owner may prescribe and with such sureties as he may approve. Premium for this bond will be included in this Contractor's bid. These bonds must be furnished in triplicate prior to commencing work on the project.

Bonding companies must be licensed in the State of Oklahoma. Individuals issuing bonds will not be acceptable. Bonding company must be listed (approved) in the Federal Register, latest edition, as issued by the Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations. Bonding Companies not listed in this publication will not be acceptable.

The successful contractor shall, upon completion of the project, protect the Owner against defective materials or faulty workmanship for a period of one (1) year. The Contractor shall furnish a Maintenance Defect Bond for the above outlined maintenance term. See bonding company requirements above. This bond shall be in an amount equal to 100% of the contract price. Any maintenance or warranty implied or written made by the contractor in excess of this maintenance period shall not be construed to be part of the performance or maintenance obligations, but shall be a separate and distinct obligation. The Owner may request, upon completion of the initial maintenance period, the contractor to furnish annually a maintenance bond guaranteeing the contractor's responsibility to correct defective material and faulty workmanship in amount not to exceed twenty-five (25) percent of the total contract price, for a period up to and not to exceed an additional three years.

8. The awarded contract will contain a provision requiring the successful bidder to periodically provide during the performance of the Project a signed "Contractor Compliance Statement" declaring that no employee working on the school premises during normal school hours is convicted in this state, the United States, or another state of: (1) any sex offense subject to the Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act in this state or similar law of another state's or the federal sex offender registration provisions; or (2) any unpardoned felony offense within the last ten (10) years. The prohibition against permitting employees convicted of a felony offense to work on school premises will not be applicable if the person is a volunteer or performing community service hours under a court order or performing services under a supervised work release program or when ten (10) years have elapsed since the date of the criminal conviction or if the employee has received a pardon for the criminal offense. The successful bidder will be required to obtain signed "Subcontractor Compliance Statements" from all subcontractors on the project. The submission of executed compliance statements will be a condition to receiving periodic and final payments on the contract sum.

9. INTERPRETATION OF PLANS AND SPECIFICATIONS:

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

10. MATERIALS AND WORKMANSHIP:

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

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

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

11. CHANGES IN THE WORK:

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

12. PERMITS, LICENSES, ORDINANCES, REGULATIONS:

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

13. SUBSTITUTIONS:

The materials, products and equipment described in the Bidding Documents established a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Bidders may submit alternate materials, products and equipment which are equal, but not included in the Bidding Documents for the Architect's and Owner's consideration and approval during the bidding period. No substitution will be considered without written approval by the Architect. Substitution requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution and a comparison of significant qualities of the proposed substitution with those specified including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is

upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final. Substitutions will be considered after the Contract award as provided in the Agreement Between Owner and Contractor and under the conditions set forth in the General Requirements (Division 1 of the Specifications).

14. BULLETINS:

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

15. EXAMINATION OF SITE:

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

16. BEGINNING AND COMPLETION OF CONSTRUCTIONS:

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

**All work shall begin immediately after the completion of the school year which is May 23, 2012 and shall be completed by the beginning of the fall semester, which is August 15, 2012.**

Contractor must show a history of successful project completions within time and budget constraints. The contractor shall prepare schedule of work and schedule of values. The Contractor shall submit invoices for material and work when required for approval by the Owner or Architect.

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

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

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

Contractor must be Substantially Complete no later than August 15, 2012, regardless of weather delays, delays in material deliveries, or other delays in construction. If this time of completion cannot be met, contractor shall state so on his Proposal Form. Time will be a major consideration in the award of

the contract for construction.

For each calendar day that any work shall remain uncompleted after the time agreed upon in the proposal or the contract, **August 15, 2012**, or as automatically increased by additional work or materials ordered after the contract is signed, or the increased time granted by the owner for the completion of work, the sum of \$250 per day, unless otherwise specified in the proposal or special provision, will be deducted from the monies due the contractor, not as penalty but as liquidated damages.

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

18. PERIODIC PAYMENTS FOR CONTRACTOR:

The contract agreement between Owner and Contractor will provide payment of 90% of the cost of labor performed, materials suitably stored at the site, and materials built into the work as of the tenth day of each month. Request for payment shall be submitted to the Architect on or before the fifteenth day of the month. Within 5 business days thereafter, the Architect will issue a certificate for payment to the Owner based on the Architect's independent measurements of the progress of the work. Payment of approved requests shall be made within 20 business days thereafter. Requests for payment made after the day specified will be included in the following months requests. It shall be the Contractor's responsibility to submit his own request for payment to the Architect. Request for payment shall be on AIA document G702 and G703. Request for payment shall be completed in full.

19. FINAL PAYMENT:

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

20. CONTRACT FORM:

The Contractor will execute a contract in the form of AIA Document A 101, 2007 edition, between the Owner and Contractor for a Stipulated Sum. NO WORK CAN COMMENCE BEFORE EXECUTION OF A WRITTEN CONTRACT.

21. TAXES:

For purposes of your bid, do not include any local or state sales tax. The Board of Education will appoint the successful bidder its agent for purpose of receiving tax exempt status on purchase of materials for this Contract only. Authority Oklahoma Statute Article 68 Paragraph 1356(H), 1983.

22. LABOR STANDARDS AND SOCIAL SECURITY:

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

23. PRE-QUALIFICATION OF BIDDER:

Before a contract will be awarded the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the Contractor to perform the size and type of work specified under this contract. Upon request, the Contractor shall submit such additional information as deemed necessary by the Owner to evaluate the Contractor's qualifications. Contractor shall hold or obtain such Contractors' and Business Licenses as required by State of Oklahoma and Enid, Oklahoma statutes.

Contractors and Sub-contractors shall not be acceptable if company(s) have been in Chapter 7 bankruptcy during the last 10 years. Contractors and Sub-contractors shall not use materials suppliers that have been in Chapter 11 during the last five (5) years. The building Owner is desirous of working with a financially strong organization, which must have the ability to protect and insulate the Owner from both liability and warranty claims. Financial strength of suppliers, contractors and sub-contractors is a requirement to be involved in this project.

Individual signage and subcontractor signage will not be allowed on the property.

24. CONTRACTOR/SUB-CONTRACTORS:

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

*end of section*

1. "GENERAL CONDITIONS: The "General Conditions of the Contract for the Construction", AIA Document A201 - 2007 is a part of this contract, and is incorporated herein as fully as if here set-forth."
2. "Supplemental Conditions to General Conditions of the Contract for Construction", 2007 AIA Document A201 is a part of this contract, and is incorporated herein as fully as if here set-forth.
3. INSURANCE REQUIREMENTS:
  - A. CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE

The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contractor allow any sub-contractor to commence work on his sub-contract until the insurance required of the sub-contract has been obtained and approved.
  - B. WORKMEN'S COMPENSATION INSURANCE

The contractor shall procure and shall maintain during the life of the contract, Workmen's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sub-let, the contract shall require the sub-contractor similarly to provide Workmen's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under this contract are not protected under Workmen's Compensation Statute, the contractor shall provide and shall cause each sub-contractor to provide adequate employer's general liability insurance for the protection of such of his employees not other wise protected.
  - C. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident. The Contractor's Property Damage Insurance in amount of the initial contract sum as well as the subsequent modifications thereto for the entire work at the site on a replacement basis without voluntary deductibles.
  - D. SUB-CONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The contractor shall require each of his sub-contractors to procure and to maintain during the life of his sub-contract, Sub-contractor's Public Liability and Property Damage Insurance of the type specified in sub-paragraph "C" hereof in the amount specified.

E. AUTOMOBILE PUBLIC AND PROPERTY DAMAGE INSURANCE

Automobile Public Liability Insurance in an amount not less than \$1,000,000 single limit for injuries, including accidental death and property damage.

Insurance for automobiles shall include: the contractor's owned automobiles and trucks, hired automobiles and trucks, and automobiles and trucks not owned by the contractor.

- F. To the fullest extent permitted by law the Contractor shall indemnify, defend and hold harmless Carter & Associates Commercial Services, L.L.C., Owner's program manager, from and against any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) for bodily injury and property damage that arise out of or result from the negligent or wrongful acts or omissions of the Contractor and/or any party for whose negligent or wrongful acts or omissions the Contractor may be responsible, including without limitation any party retained by, through or under the Contractor in connection with the work.

4. SUPPLEMENTS: The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, Fourteenth Edition, 1987. Where any Article of the General Conditions is modified or any paragraph, sub-paragraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Sub-paragraph or Clause shall remain in effect.

A. ARTICLE 9; PAYMENTS AND COMPLETION

9.3. Add to Sub-paragraph 9.3.1 the following sentences: The form of Application for payment shall be AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, supported by AIA Document G702A, Continuation Sheet.

B. ARTICLE 11; INSURANCE

- 1) 11.1.1: In the first line following the word "Contractor", insert the words "and all Subcontractors". The word "Contractor" in Article II shall also mean "and all Subcontractors".

In the first line following the word "maintain", insert the words "in a company or companies licensed to do business in Oklahoma" with an A. M. Best rating of A+ or higher.

2) Add new Clause:

11.1.1.8 LIABILITY INSURANCE shall include all major divisions of coverage and be on a comprehensive basis including:

- a. Premises - Operations.
- b. Owner's and Contractor's Protective with the Owner as the named insured.
- c. Products and Completed Operations.
- d. Contractual Liability
- e. Owned, non-owned and hired motor vehicles.

3) 11.1.2. Add the following:

- a) Workman's Compensation:  
Statutory Employer's Liability -per state statutes

- b) Public Liability:

Bodily Injury-Each occurrence - (Including accidental death)	\$1,000,000
Aggregate -	\$1,000,000

Property Damage (including Completed Operations Broad Form)	
Each occurrence -	\$1,000,000
Aggregate -	\$1,000,000

Products Liability/completed oper- ations with a separate aggregate from A & B above	\$1,000,000
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Personal Injury Each person	
Aggregate -	\$1,000,000
General aggregate -	\$1,000,000

- c) Automobile Liability: (Also Aircraft  
Liability, if applicable).

Bodily Injury - Each person -	\$1,000,000
Each occurrence -	\$1,000,000

Property Damage Each occurrence - \$1,000,000

- d) Independent Contractors-Same limits as above.

- e) Products and Completed Operations-Same limits as above  
for one additional year commencing with issuance of final  
Certificate of Payment.

- f) Contractual Liability-Same limits as above.
- g) Owner's and Contractor's protective liability - each occurrence \$1,000,000  
Aggregate \$1,000,000

Regarding 11.1.2. (b through g), Owner shall be included as an additional insured. Under 11.1.2 (1), Contractor and its insurer shall provide a waiver of subrogation to the Owner.

Carter & Associates Commercial Services, L.L.C., Owner's program manager, shall be named as an additional insured.

- 4) Add the following:  
All policies of insurance provided by the Contractor or any of its Subcontractors or Sub-subcontractors pursuant to this section shall include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against the Owner and Carter & Associates Commercial Services, L.L.C. and each of their respective affiliates, agents, officers, directors and employees. The Contractor waives, and shall require all of its Subcontractors and Sub-subcontractors to waive in their respective subcontract and sub-subcontracts, any and all claims, damages, loses, costs, and expenses against the Owner and Carter & Associates Commercial Services, L.L.C. and each of their respective affiliates, agents, officers, directors and employees to the extent such claims, damages, losses, costs and expenses are covered by insurance procured by Contractor or any of its Subcontractors or Sub-subcontractors pursuant to this Section.
- 5) 11.2.1 Delete first sentence and substitute: the Contractor shall purchase and maintain Property Insurance (Builder's Risk) upon the entire work at the site to the full insurable value thereof. Such insurance shall be in a company or companies to which the Owner has no reasonable objection.
- 6) 11.3 Property Insurance  
Add new sub-paragraph 11.3.1:  
11.3.1.1 If this insurance is written with a stipulated amount deductible under the terms of the policy, the Contractor shall pay the difference attributable to such deduction in any payments made by the insurance carrier on claims paid by this insurance.
- 7) 11.3.6 Add the following:  
11.2.4 The Contractor shall file the original and one certified copy of all policies with the Owner and Architect before exposure to loss may occur. If the Owner is damaged by the failure of the Contractor to maintain such insurance and so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereof.

C. ARTICLE 15: EQUAL OPPORTUNITY

15.1 Policies of Employment

The Contractor shall maintain policies of employment as follows:

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

15.1.2. The Contractor and all Sub-contractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

*end of section*



1. RELATED DOCUMENTS: Drawings and general provisions of Contract, including Agreement Between Owner and Contractor and other Division-1 Specification Sections, apply to this Section.
  
2. PROJECT DESCRIPTION:
  - A. The Project is the addition of new canopy cover at the east entrance, new replacement windows in existing openings, cleaning and applying water repellent to exterior brick and concrete work, new panels in exterior walls at 2 door locations, door hardware, millwork, door hardware, door replacements, floor tile, carpet tile, painting and other items shown and/or specified for the Alterations to Carver Education Center. Work shall include all incidentals, equipment and items necessary for complete and functional installations. Provide all items, equipment, labor as shown on the construction documents prepared by Easley Associates Architects.
  - B. The Work includes demolition, interior architectural work, waterproofing, new hardware, hollow metal doors and frames, aluminum windows, gypsum board, interior finishes and specialties, equipment specified, accessories, casework and accessories, plumbing, electrical systems, lighting, fire alarm, as shown on drawings and specified herein.
  - C. General and Supplementary General Conditions are considered a part of each section of the Specifications.
  - D. Information on Site Conditions: Any information on site conditions, existing facilities and similar data will be available for inspection at the office of the Architect upon request. Such information is offered as supplementary information only. Neither the Owner nor the Architect assumes any responsibility for the completeness or interpretation of such supplementary information.
  - E. The contractor acknowledges satisfaction as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, services, etc. and uncertainties of weather, and physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed for the prosecution of the work and all other matters that can in any way affect the work or the cost thereof under this contract.
  - F. The Contractor warrants that as a result of examination and investigation of the aforesaid data and any data obtained in his own site explorations, visits, etc., the Contractor can perform the work in a good and workmanlike manner and to the satisfaction of the Owner. The Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless such representations are expressly stated in the Contract, and the Contract expressly provides that the responsibility therefore is assumed by the Owner.
  
3. CONSTRUCTION SITE: Carver Education Center, Enid, Oklahoma.
  - A. Contractors are required to visit site of construction before preparing bids. Take into account existing conditions in bid. Failure by the Contractor to become acquainted with the physical conditions of the site and all the available information will not

relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the work, and will not be cause for additional funding or change orders, by reason of unforeseen conditions.

- B. EXISTING OPERATIONS: The existing building, facilities, services and utilities shall remain in operation while work is in progress. Perform work in such manner to interfere as little as possible with the existing activities and services. Coordinate access to all work areas and material storage with the Owner. Provide and maintain clean, safe, ample and direct access during construction. Post signs and barriers if traffic needs to be re-routed. Coordinate and schedule work for a minimum amount of interruption to surrounding activities.

All damage to existing facilities shall be repaired to original or better condition. Condition shall be the same or better than existing upon completion of job, unless noted otherwise.

4. CONTRACTOR USE OF PREMISES:

- A. General: During the construction period the Contractor shall have full use of the defined construction area for construction operations. The Contractor's use of the premises is limited to defined areas only. The Owner shall retain/ the right to perform construction operations with its own forces or to employ separate contractors on portions of the project.
- B. General: Limit use of the premises to construction activities, allow for Owner occupancy.
- 1) Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
  - 2) Keep off-site driveways and entrances clear at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
  - 3) Immediate access to site is permitted.
  - 4) Unless indicated otherwise, the Contractor shall daily, carefully, promptly and completely remove debris items from the premises. Do not store or permit items and debris to accumulate on site. Jobsite shall be cleaned daily. If Owner is forced to clean after contractor, costs shall be deducted from the contract.

5. General Contractor and all sub-contractors shall coordinate with adjacent work and other trades to facilitate general progress of work. Each trade shall afford their trade's reasonable opportunity for installation of work and material storage.

6. General Contractor shall provide temporary office on site for use by Contractor, Construction Superintendent, Sub-contractors, Inspectors and Architect. Post all required OSHA and Employment Opportunity information as required by law. Building plans, specifications, documents, field orders, change orders, shop drawings, daily reports, safety sheets and notes, etc. shall be maintained in office for immediate access.

7. Temporary light, power, heat, water as required shall be provided by the Contractor without additional cost to the Owner. Owner shall pay monthly utility costs for gas, water and electrical usage. Additional or relocation of services shall be done at Contractor's expense. Meters, utility taps etc. shall be done at no additional expense to the Owner. Provide temporary exterior toilet for use by workmen on site. Do not use building toilets.
8. Contractor shall establish and maintain lines and levels, using reference points required or as shown on drawings. Establish and maintain bench marks and other dependable markers to set lines and levels for the work at construction and elsewhere on site as needed to properly locate each element of entire project. Calculate and measure required dimensions as shown, do not scale drawings. Verify finished grade elevations and pad elevations with Architect prior to proceeding with the work.
9. Verify lines, levels, dimensions shown on drawings. Report errors, inconsistencies to Architect before commencing work.
10. Furnish and maintain temporary stairs, ladders, ramps, scaffolds, hoists, runways, chutes, etc., as required. Conform to Federal, State and Local laws applicable. OSHA regulations shall be strictly adhered to.
11. Provide temporary weather-tight enclosures for exterior openings; close at end of day's work.
12. Trade names, manufacturer's names or catalogue references used are to establish quality and design. Equal items, materials, acceptable only on written approval of Architect prior to bidding.
13. Manufactured articles, materials, equipment to be applied, installed, connected, erected, used, cleaned, conditioned as directed by manufacturer unless specified otherwise.
14. Work on the site and in the building:
  - A. Promptly patch all openings where equipment is removed to restore structure to sound condition. Make building secure and watertight. Finish to match adjacent surfaces.
  - B. Thoroughly remove, clean and neutralize dirt, mastic, grease, oils or other materials incompatible with new materials to be installed from all walls and surfaces.
  - C. Adequately check, protect, brace, shore, all surrounding work prior to performing work indicated and required. Inspect as loads are applied, recheck after work is completed. Report any irregularities to Architect before and after performing work. Provide necessary blocking and supports as required.
  - D. All building items, equipment, materials, (except as indicated otherwise) which are removed from the premises in order to perform the new work, are the property of the Owner and shall be carefully handled and suitably stored in location on the premises as directed by the Owner.
  - E. Workmanship and surface preparation for altered work shall be of same quality as for new construction. Match new surfaces to surrounding existing surfaces as closely as possible. Materials shall be of equal or better quality than work being patched.

- F. Minor defects, blemishes, cracks, holes, etc. in existing work affecting finished appearance and/or proper performance of new work shall be corrected.
  - G. Where portions of concrete slabs are to be removed to perform new work, make a clean cut at joints or saw-cut. Exercise care to not damage surrounding work. Remove bolts and other projections extending above surface of slabs.
  - H. Do not cut and patch structural work in a manner resulting in reduction of load carrying capacity or load/deflection ratio; submit proposed cutting and patching to Architect for structural approval before proceeding. Do not cut and patch work which is exposed on exterior or exposed in occupied spaces of building, in a manner resulting in reduction of visual qualities or resulting in substantial evidence of cut and patch work, both as judged solely by Architect. Remove and replace work judged by Architect to be cut and patched in a visually unsatisfactory or otherwise objectionable manner. Cut work with sawing and grinding tools, not with hammering and chopping tools.
15. DRAWINGS AND SPECIFICATIONS:
- A. Enumeration of Drawings:
    - 1. Refer to Drawing 1 for Index of Drawings.
  - B. Explanation of Drawings and Specifications:
    - 1. Scope: These Specifications with the accompanying Drawings are intended to describe and illustrate all material, labor, and equipment necessary to construct the building named.
    - 2. Organization: The drawings and specifications have been organized for the convenience of the Contractor by the use of cross references; when references are listed in either the drawings or in these specifications they should not be construed as complete. Also for convenience, these specifications are arranged in several sections indicated, but such separations shall not be considered as the limits of the work required on any separate trade. Although the Architect has attempted to organize each section as to trades, the terms and conditions of such limitations are wholly between the General Contractor and his sub-contractors.
    - 3. Wording of Specifications: In order to emphasize the technical provisions and also to obtain brevity, the words "The Contractor Shall", and similar phrases as "Furnish all Labor and Materials", have been omitted from the specifications. Where the word "Provide" appears, interpret it to mean "Furnish all labor, materials, and equipment necessary to install". These specifications are written as instructions to the Contractor. Where "you" is inferred as for example, "Set in place this item", the inferred "you" means "The Contractor shall", or "the sub-contractor shall", as the case may be.
    - 4. Correlation of Drawings and Specifications: In general, the drawings will indicate dimensions, positions, and kind of construction. Any work indicated on the drawings and not mentioned in the specifications or vice versa, shall be furnished as though fully set forth in both. Work not

- particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked, or specified.
5. Errors: Should an error appear in the drawings or specifications or in the work done by others affecting this work, the General Contractor shall notify the Architect at once and the Architect will issue instructions as to procedure. If the General Contractor proceeds with the work so affected without instructions from the Architect he shall make good any resulting damage or defect and shall pay all costs incurred or caused by error. This includes typographical errors in the specifications and notational errors on the drawings where doubtful of interpretation.
  6. Contractor: The General Contractor is fully obligated to the Owner for all work performed by all his sub-contractors.
- C. Alternate Materials:
1. Substitutions: Specified Materials or Products have been specified under certain items to describe the effect or standard of quality desired. A similar product of another manufacturer may be acceptable with written approval.
  2. Conditions: All substitutions must be approved in writing by the Architect.
16. SHOP DRAWINGS, SUBMITTALS AND SCHEDULES:
- A. Contractor shall submit detailed shop drawings (5 copies) on all fabricated items and manufacturers descriptive sheets on other equipment. Such submittal shall be approved in writing before any fabrication is begun or equipment ordered. Do not submit product data or allow use of product on the project until Contractor has reviewed and confirmed compliance with the contract requirements and approval by Architect is secured.
  - B. When required the Contractor shall demonstrate to the Owner and the Architect specific items of equipment he proposes to use.
  - C. Schedule of Progress: The General Contractor shall submit a schedule of progress to the Architect immediately upon signing the Contract. This schedule should be of such form as to show the dates on which various branches of the work are to be started and finished. This schedule shall also include a space for beginning and execution of shop and setting drawings, and execution of the various parts of the work at shops, mills, etc. as well as at the building. The Contractor shall show the actual progress of the work each week.
  - D. Sub-Contractors: Contractor shall submit list of subcontractors to be used on this project prior to beginning construction, for the Owner's, Architect's review and approval.
  - E. Maintenance/Operating Manuals: Furnish 2 hard bound copies at completion of project to Architect. Include all warranties and guarantees required by specification items.
17. GENERAL REQUIREMENTS:
- A. Permits, Licenses, Ordinances, Regulations and Survey: Building permit fee, as required, and all other permits required by law, ordinances and rules shall be secured and paid by the Contractor. All work to be performed shall conform to the BOCA building code.

- B. Cooperation with City and State Building Officials: Cooperate with applicable officials at all times. If this official deems special inspection necessary, provide facilities so that he can conveniently examine and inspect the work. Notify this official in advance of all stopping and starting of construction.
- C. Materials and Workmanship:
1. All materials and equipment shall be new and of quality specified and shall be free from defects of any kind. All equipment shall be complete in accordance with the Manufacturers standard specifications, and all material and equipment shall be installed according to the manufacturer's recommendations unless otherwise specified.
  2. This Contractor is to include transportation to the site, storage, uncrating and installation of all equipment and materials furnished by him.
  3. All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standard of work required throughout shall be of such grade as will bring results of first class only. Mechanics whose work is unsatisfactory to the Owner or to the Architect, or are considered by the Architect as being unskilled or otherwise objectionable, shall be instantly dismissed from the work upon written notice from the Architect.
  4. Contractor shall comply with requirements for the Social Security Act and other taxes for the workmen's benefit.
- D. Job Maintenance:
1. Work by Sub-contractors: Protect all preceding work from damage. Protect own work against normal construction risks.
  2. Housekeeper: Keep site of operations free from accumulation of rubbish and waste materials at all times. Remove debris daily.
  3. Final Cleaning: Prior to delivery of job to Owner, thoroughly clean building, and thoroughly clean, wash and polish all glass. Remove rubbish and rake site clean.
- E. Protection and Access:
1. The Contractor shall adequately protect the adjacent property at all times, and shall make good at his own expense any damage to such property arising out of any operation connected with his contract.
  2. The Contractor shall provide such temporary walks, fences or other protective structures as are necessary for public safety. Provide sufficient light guards adjacent to any and all obstructions during dark which may be necessary.
  3. The Contractor shall so store, pile, and arrange his materials that they will not be injured by the elements or progress of erection, by contact with the ground, or from any other cause. He shall provide and do all covering for this purpose, and shall remove from the premises any damaged materials when so directed by the Architect.
- F. Field Measurements: Contractor shall, immediately upon entering project site for purpose of beginning work, locate all general reference points and take such action as is necessary to prevent

their destruction; lay out his own work and be responsible for all lines, elevations, and measurements of building, grading, utilities, and other work executed by him under the contract. He must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution. This Contractor shall be responsible for obtaining field measurements to insure a proper fit for items built between walls, etc.

- G. Changes in the Work: Any authorization by the Contractor to make changes in the work shall be authorized by the Architect in writing, but requests by the Contractor may be verbal.

18. OWNER OCCUPANCY:

- A. Preliminary Occupancy: Prior to completion and acceptance of building, Owner will begin installation of equipment, fixtures, and other items furnished by the Owner. Contractors will coordinate work with the work of the Owner to allow timely and harmonious completion. The beginning of work by the Owner will not be construed as acceptance of the building nor will it in any way relieve the Contractors from performing their work. Contractors will note that various pieces of equipment will require connection under this contract. Throughout the drawings and specifications certain items of equipment are shown to be furnished by the Owner and must be carefully coordinated to fit and function in the completed building. The Contractors shall vary dimensions and requirements of this equipment and make any minor adjustments necessary to accommodate same.
- B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
- 1) A Certificate of Substantial Completion will be executed for each specific portion of the Work to be occupied prior to Owner occupancy.
  - 2) Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.
  - 3) Contractor must be Substantially Complete no later than the calendar days stated on the Form of Proposal, regardless of weather delays, delays in material deliveries, or other delays in construction.

*end of section*



I. GENERAL:

1. Contractors and their personnel shall be required to adhere to regulated safety and housekeeping policies. Housekeeping must be performed daily by each trade.
2. Contractors and personnel shall strictly adhere to OSHA requirements for safety, and employment procedures and requirements prescribed by law.
3. Contractors shall comply with the following contract provisions:
  - A. Civil Rights Act of 1964, Title VI.
  - B. Housing and Urban Development Act of 1968, as amended, Section 3.
  - C. Rehabilitation Act of 1973, as amended, Section 504.
  - D. Age Discrimination Act of 1975.
  - E. Housing and Community Development Act of 1974, as amended, Section 109.
  - F. Veterans of the Vietnam Era, Section 402; Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.
  - G. Equal Employment Opportunity Act.
  - H. Americans With Disabilities Act.
4. Comply with the following building and safety codes:
  - A. National Electric Code, NFPA No. 70.
  - B. IES-Lighting Handbook.
  - C. NFPA-Code 90A; Installation of Heating and Air Conditioning and Ventilating Systems.
  - D. NFPA-Code 101; Safety to Life from Fire in Buildings and Structures.
  - E. Occupational and Health Standards (29 CFR-Part 1910).
  - F. National Association of Plumbing, Heating, Cooling contractors-National Standard Plumbing Code.
  - G. American National Standards Institute.
  - H. International Building Code & Life Safety Codes.
  - I. EPA Storm Water Run-off Permit and Notice of Intent.

5. Quality Assurance:
- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
  - B. Conform to reference standard by date of issue current on date for receiving bids.
  - C. Obtain copies of standards required by Contract Documents.
  - D. Maintain copy at jobsite during submittals, planning, and progress of the specific work, until Substantial Completion.
  - E. Should specified reference standards conflict with Contract Documents, request clarification from Architect.
  - F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
6. Governing Regulations/Authorities:
- A. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.
  - B. Trade Union Jurisdictions: The Contractor shall maintain, and require subcontractors to maintain, complete current information on jurisdictional matters, regulations and pending actions, as applicable to construction activities. The manner in which contract Documents have been organized and subdivided is no intended to indicate of trade union or jurisdictional agreements.
    - 1) Discuss new developments at Project Meetings at the earliest feasible dates. Record relevant information and actions agreed upon.
    - 2) Assign and subcontract construction activities, and employ tradesmen and laborers, in a manner that will not unduly risk jurisdictional disputes that could result in conflicts, delays, claims or losses.

*end of section*