

**Allen-Bowden Public Schools  
Activity Center  
7049 Frankoma Road  
Tulsa, OK 74131  
July 10<sup>th</sup>, 2025**

**Bidding  
Documents**

**Construction Manager:  
Schilt Management Services, Inc.**



**Set Number: \_\_\_\_\_**

# BIDDING DOCUMENTS

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Activity Center  
Tulsa, Oklahoma

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## Section 00020 Solicitation for Bids

**Date:** July 10th, 2025

**Project:** Allen-Bowden Public Schools Activity Center

Sealed proposals will be received by Allen Bowden Public Schools, hereinafter referred to as Owner, **until 11:00AM Thursday, July 31st at Allen Bowden Public Schools Cafeteria, located at 7049 Frankoma Road, Tulsa OK. 74131** for furnishing all labor and materials as shown on the Bidding Documents for the following bid packages:

**Bid Package #0: Sitework (BY OWNER)**

<b>Bid Package #1: Concrete</b>	<b>Bid Package #9: Pre-Engineered Metal Building (PEMB)</b>
<b>Bid Package #2: Masonry</b>	<b>Bid Package #10: Handrails and Railings</b>
<b>Bid Package #3: Casework</b>	<b>Bid Package #11A: Gym Flooring</b>
<b>Bid Package #4A: Doors, HM Frames, &amp; Hardware (Material)</b>	<b>Bid Package #11B: Gym Equipment</b>
<b>Bid Package #4B: Specialties (Material)</b>	<b>Bid Package #11C: Gym Seating</b>
<b>Bid Package #4C: Doors, HM Frames, Hardware &amp; Specialties (Install)</b>	<b>Bid Package #12: HVAC</b>
<b>Bid Package #4D: Coiling Counter Doors</b>	<b>Bid Package #13: Electrical</b>
<b>Bid Package #5: Ceramic Tile</b>	<b>Bid Package #14A: Plumbing</b>
<b>Bid Package #6: Drywall &amp; Ceilings</b>	<b>Bid Package #14B: Site Plumbing</b>
<b>Bid Package #7: Aluminum Windows &amp; Glazing</b>	<b>Bid Package #15: Sprinkler Systems</b>
<b>Bid Package #8: Painting</b>	<b>Bid Package #16: Fire Alarm</b>

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

**Bids will be publicly opened.**

A Copy of the Bidding Documents will be on file at Allen Bowden Public Schools Administration Office located at 7049 Frankoma Road, Tulsa, OK 74131 and open for public inspection prior to bid opening date. Successful bidders can expect to receive a Notice of Intent to Award within thirty (30) days of the bid opening.

**Anticipated completion for the project will be on or before July 1<sup>st</sup>, 2026 (10 MONTHS). The successful bidders will be required to submit schedule information (task durations and lead items) to the construction manager. The completion date may be adjusted based on schedules/days submitted by successful bidders.**

**The successful bidder will be required to complete the documents as described in Section 00230.**

Bidding Documents are available electronically upon request at no cost. Hard copies of Bidding Documents are also available for purchase from ARC (Ridgeways) 7022 E 41<sup>st</sup> Street Tulsa, OK (918-663-8100), Bid News 5727 S. Garnett Rd. Tulsa, OK (918-877-1200), SW News 7170 S. Braden Ave., Suite 165, Tulsa, OK (918-493-5066), Dodge (800-393-6343), or may be examined without charge at these Tulsa Area Plan Rooms.

Hard copies of Bidding Documents may also be procured by bidders with a \$200.00 deposit (limited #) by contacting the Construction Manager at:

**Schilt Management Services, Inc.**  
**Attn: Austin Snow**  
**439 South Wood St.**  
**Pryor, OK 74361**  
**(918) 824-2800**  
[austin@schiltmanagement.com](mailto:austin@schiltmanagement.com)

The Successful Bidder will receive one (1) set of Contract Documents. Any additional sets will be at the Trade Contractors' cost.

The owner reserves the right to reject any or all bids and/or waive any irregularities.

END OF SECTION

## Section 00100 Instructions to Bidders

### PART 1 – GENERAL

#### 1.01 BID FORMS / INFORMATION

A. **Bid Form:** Bids shall be submitted on forms identical to the forms included in the Project Manual and in the quantity specified below. Seal bids in an envelope and plainly mark the contents therein along with the name, address, phone number of the bidder and bid package(s) the bidder is submitting a bid for.

1. **Bid:** Bid shall be authoritatively executed. Bids carrying riders, alterations of construction time or qualifications, which modify the amount of the Bid as submitted, may be rejected as irregular. In case of a difference between written words and figures in the Bid, the amount stated in written words shall govern. No alterations will be binding.

2. **Pre-Bid:** There will be a Pre-Bid Thursday, July 17<sup>th</sup> at 11:00 AM at –  
**Allen Bowden Public Schools Cafeteria**  
**7049 Frankoma Road,**  
**Tulsa, OK 74131**

**Pre-Bid Attendance is strongly recommended, but not mandatory.**

3. **Progress Meetings:** Each week the Construction Manager will hold a Progress meeting with the trade contractors onsite. All trade contractors working onsite will be required to attend. These meetings will start for each trade contractor two weeks prior to the trade's start date. The trade contractor or his representative must attend these meetings. If the trade contractor sends a representative, the representative must be authorized to speak for the trade contractor including scheduling. A Daily Report from the trade contractors may be required, at the discretion of the Construction Manager.

4. **Punch List:** No Punch List will be created until work is complete. Ten (10) days will be given to complete all Punch List items. One (1) Punch List inspection will be provided by the Designer and SMS, additional inspections will be billed to the contractor.

5. **Questions:** Additional questions should be addressed to the Construction Manager, Schilt Management Services, Inc., Austin Snow at (918) 824-2800 or [austin@schiltmanagement.com](mailto:austin@schiltmanagement.com)

All questions need to be submitted via **email only** by  
**Tuesday, July 22<sup>nd</sup>, 2025 end of day.**

Any questions after that may not be answered.  
Only clarifications by addendum are binding.

B. BID PACKET:

1. Submit Bid Packet, with a sealed outer envelope, labeled as follows:

BID DOCUMENTS

Project: Allen-Bowden Public Schools  
Activity Center  
Attn: Schilt Management Services, Inc.  
7049 Frankoma Road  
Tulsa, OK 74131

Bidder's Name

Bid Package(s) Bidder is bidding on

2. Contents of Bid packet:
  - a. Completed and Signed Bid Form (1 original)
  - b. Affidavit of Non-Collusion (1 original)
  - c. Business Relationships Affidavit (1 original)
  - d. Affidavit of Bidder (1 original)
  - e. 5% Bid Bond (1 original) or Cashier's Check if Base Bid is > \$50K

1.02 CONDITIONS RELATING TO CONSTRUCTION

- A. **Site Conditions:** Bidders are required to inform themselves fully of conditions relating to construction and labor under which the work will be performed. Contractor shall employ such methods and means in carrying out of this work as will not cause any interruption or interference with Owner's daily operations.
- B. **Examination of Premises:** Before submitting a bid for this work, each bidder shall examine the premises, confirm all utility locations, sizes, pressures, etc., and satisfy himself as to existing conditions under which he will be obliged to operate.

1.03 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- A. **Communication:** Bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents. Requests for clarification or interpretation of the Bidding Documents shall be made in writing or telephone to:  
  
Schilt Management Services, Inc.  
439 S Wood St  
Pryor, OK 74361  
Phone #: 918-824-2800  
Email: [austin@schiltmanagement.com](mailto:austin@schiltmanagement.com)
- B. **Changes:** Interpretations, corrections or changes of the Bidding Documents will be made by Addendum only. Information transmitted in any other manner will not be binding and Bidders shall not rely upon its accuracy.
- C. **Addenda:** Addenda are written or graphic instruments issued by the Construction Manager before the execution of the Contract, which modify or interpret the Bidding Documents by addition, deletion, clarification or correction. Addenda will be issued to each bidder receiving a complete set of Bidding Documents. Each Bidder should acknowledge receipt of addenda on the Bid Form. **Any Trade Contractor obtaining bidding documents must notify the office of the Construction Manager (Schilt Management Services, Inc, Austin Snow) (918) 824-2800 of their intent to bid and provide a name, address, phone number, and email address to allow proper distribution of any future addenda.**
- D. **Verbal Interpretations:** The Owner will not be responsible for any explanations of verbal interpretations of the Bidding Documents.

#### 1.04 SUBSTITUTIONS

- A. **Substitution Quality:** The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. **Substitution Timeline:** No substitution will be considered before receipt of Bids unless written request for approval has been received by the Construction Manager at least ten (10) days before the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The Burden of proof of the merit of the proposed substitute is upon the proposer. The Construction Manager's decision of approval or disapproval of the proposed substitution shall be final.
- C. **Substitution Approval:** If the Construction Manager approves any proposed substitution before receipt of Bids, such approval will be set forth by Addenda. Bidders shall not rely upon approvals made in any other manner.

#### 1.05 ADDITIONAL INFORMATION TO BIDDERS

- A. **Contract:** The Form of Agreement Between the Owner and the Contractor will be written on the Contract Agreement form provided by the Construction Manager. An Example is provided in the bidding documents.
- B. **Bonds:** Before execution of any Contract(s) in excess of \$50,000, the Bidder to whom the Contract is awarded will be required to furnish the following bonds:
  - 1. Performance Bond\* (Section 00300)
  - 2. Statutory Bond\* (Section 00350)
  - 3. One Year Defect Bond\* (Section 00375)\*All three (3) Bonds for 100% of Contract Amount
- C. **Taxes:** This project is tax exempt.
- D. **Material Pricing:** Change orders will not be considered for material price increases during the course of the project as long as the project is on schedule.

#### 1.06 SITE INVESTIGATION

- A. Bidders shall visit site and acquaint themselves with site conditions before bidding. Bidders may make their own investigations to satisfy themselves with existing conditions.

PART 2 – MATERIALS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

**Section 00130  
Bid Form**

TO: Allen Bowden Public Schools  
DATE: July 31<sup>st</sup>, 2025

The undersigned, hereinafter referred to as "Bidder(s)", in compliance with your SOLICITATION FOR BIDS for the Allen Bowden Public Schools – Activity Center located in Tulsa, Oklahoma, having examined the SMS Bidding Documents (73 Pages), A/E Project Manual (278 Pages) and A/E Drawings (36 Sheets) with the related documents all dated July 10th, 2025 and site of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies to construct the project in accordance with the contract for all expenses incurred in performing the work required under the CONTRACT DOCUMENTS, of which this BID is a part.

Successful bidder must supply proof of insurance for General Liability and Workman's Compensation. **Allen Bowden Public Schools, Martin Design, Architects** and **Schilt Management Services, Inc** must be listed as the additional insured regarding the General Liability policy. Also, must include Waiver of Subrogation.

The Bidder hereby agrees to commence work under this Contract upon written Notice to Proceed.

The Bidder Acknowledges receipt of the following Addenda and date received:

Addendum #:	_____	Date:	_____
Addendum #:	_____	Date:	_____
Addendum #:	_____	Date:	_____
Addendum #:	_____	Date:	_____

**BID:**

I (we) propose to furnish all labor, materials, equipment and services described in the Bidding Documents for the sum of (Dollar amounts to be written in words as well as figures):

**Bid Package #0: Sitework (BY OWNER)**

**Bid Package #1: Concrete – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Alternate #1A:** Sidewalks (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Alternate #1B:** Parking Lot (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Alternate #1C:** Trickle Channel (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Bid Package #2: Masonry – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**NOTE: BID FORM SIGNATURE PAGE ON LAST PAGE (PAGE 5 OF 5)**



**Bid Package #3: Casework – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #4A: Doors, HM Frames, & Hardware (Material) – See Sec. 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #4B: Specialties (Material) – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Alternate #3A:** Exterior Letters (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Alternate #3B:** Interior Letters (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Alternate #3C:** Logo Signs (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Bid Package #4C: Doors, HM Frames, HW & Spec. (Install) – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Alternate #3A:** Exterior Letters (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Alternate #3B:** Interior Letters (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Alternate #3C:** Logo Signs (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Bid Package #4D: Coiling Counter Doors – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #5: Ceramic Tile – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Alternate #4:** Rubber Base (See **Section 01230** List of Alternates)..... ADD: (\$ \_\_\_\_\_)

**Bid Package #6: Drywall & Ceilings – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Alternate #2A:** Wall Finishing, Hall 101 (See **Sec. 01230** List of Alternates).... ADD: (\$ \_\_\_\_\_)

**Alternate #2B:** Wall Finishing, 3 Classrooms (See **Sec. 01230** List of Alt.)..... ADD: (\$ \_\_\_\_\_)

**Alternate #2C:** Wall Finishing, Meeting Room (See **Sec. 01230** List of Alt.)..... ADD: (\$ \_\_\_\_\_)

**NOTE: BID FORM SIGNATURE PAGE ON LAST PAGE (PAGE 5 OF 5)**

**Bid Package #7: Aluminum Windows & Glazing – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #8: Painting – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Alternate #2A:** Wall Painting, Hall 101 (See **Sec. 01230** List of Alternates).... ADD: (\$ \_\_\_\_\_)

**Alternate #2B:** Wall Painting, 3 Classrooms (See **Sec. 01230** List of Alt.)..... ADD: (\$ \_\_\_\_\_)

**Alternate #2C:** Wall Painting, Meeting Room (See **Sec. 01230** List of Alt.)..... ADD: (\$ \_\_\_\_\_)

**Bid Package #9: Pre-Engineered Metal Building (PEMB) – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

Lead Time #1

START: Notice of Intent to Award (NIA) and Contract for Signature emailed and mailed by SMS  
-TO-  
END: Return Signed Contract to SMS, Ready for Owner Signature

Lead Time #1: \_\_\_\_\_ Weeks      Comment: \_\_\_\_\_

Lead Time #2

START: Executed Contract emailed and mailed by SMS  
-TO-  
END: Deliver Complete Set of Eng. Stamped PEMB Shop Drawings for Architect / Eng. (A/E) Review:

Lead Time #2: \_\_\_\_\_ Weeks      Comment: \_\_\_\_\_

Lead Time #3

START: PEMB Shop Drawings Reviewed / Approved by Architect Engineer (A/E)  
-TO-  
END: Deliver Complete Pre-Engineered Metal Building (PEMB) to Site

Lead Time #3: \_\_\_\_\_ Weeks      Comment: \_\_\_\_\_

**Bid Package #10: Handrails and Railings – See Section 01010 Summary of Work**

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**NOTE: BID FORM SIGNATURE PAGE ON LAST PAGE (PAGE 5 OF 5)**

**Bid Package #11A: Gym Flooring – See Section 01010** Sum. of Work

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #11B: Gym Equipment – See Section 01010** Summary of Work

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #11C: Gym Seating – See Section 01010** Summary of Work

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #12: HVAC – See Section 01010** Summary of Work

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #13: Electrical – See Section 01010** Summary of Work

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #14A: Plumbing – See Section 01010** Summary of Work

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #14B: Site Plumbing – See Section 01010** Summary of Work

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #15: Sprinkler Systems – See Section 01010** Summary of Work

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**Bid Package #16: Fire Alarm – See Section 01010** Summary of Work

Base Bid Sum Of: \_\_\_\_\_ Dollars: (\$ \_\_\_\_\_)

**NOTE: BID FORM SIGNATURE PAGE ON LAST PAGE (PAGE 5 OF 5)**

Bidder further agrees that the certified check, cashier's check or bidder's bond payable to the Owner accompanying this bid, is to be left in escrow with the owner, that its' amount of five percent (5%) of the bid figure is the measure, or portion of the measure, of damages which the Owner will sustain by the failure of the Bidder to execute and deliver the above named agreement, bonds and insurance and that if the Bidder defaults in executing such agreement within ten (10) days of written notification of the award of the Contract to him, or defaults in furnishing the bonds and insurance within said ten (10) days, the Bid Security, as set forth in Oklahoma State Statutes, Title 61, shall be due and payable to the Owner. If the bid is not accepted within Thirty (30) days of the time set for the submission of bids, or if the Bidder executes and delivers said agreement, bonds, and insurance, the check or Bidder's bond shall be returned to him. **No alterations to this form will be binding.**

**Contact Information:**

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

**Bidder Signature:**

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CORPORATE SEAL

END OF SECTION

**NOTE: BID FORM SIGNATURE PAGE ON LAST PAGE (PAGE 5 OF 5)**

**Section 00140**  
**Affidavit of Non-Collusion**  
(To Accompany Bid Proposal)

STATE OF: \_\_\_\_\_)

COUNTY OF: \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agency 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 quantity, quality, or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other things of value for special consideration in the letting of a contract.

\_\_\_\_\_  
Agent Authorized by Bidder

\_\_\_\_\_  
Complete Legal Name of Bidder

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

\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires: \_\_\_\_\_  
Date

END OF SECTION

**Section 00150**  
**Business Relationships Affidavit**  
(To Accompany Bid Proposal)

STATE OF: \_\_\_\_\_)

COUNTY OF: \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of the 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 presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

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

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

\_\_\_\_\_  
Agent Authorized by Bidder

\_\_\_\_\_  
Complete Legal Name of Bidder

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires: \_\_\_\_\_  
(Date)

END OF SECTION

**Section 00160**  
**Affidavit of Bidder**  
(To Accompany Bid Form)

STATE OF: \_\_\_\_\_)

COUNTY OF: \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

\_\_\_\_\_  
Agent Authorized by Bidder

\_\_\_\_\_  
Complete Legal Name of Bidder

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires: \_\_\_\_\_  
(Date)

END OF SECTION

**Section 00170**  
**Bidder's Check List for Bid Submittal**

1. Bid Form (Section 00130) Completed and Signed – enclosed in sealed envelope.
2. Affidavits as follows:
  - a. 00140 Affidavit of Non-Collusion
  - b. 00150 Business Relationships Affidavit
  - c. 00160 Affidavit of Bidder
3. Bid Bond or Cashier's Check @ 5% of Total Bid – if Base Bid Exceeds \$50,000.00

END OF SECTION



## **Section 00210**

### **Contract Agreement Form**

#### **1.01 Contract Agreement Form**

Standard Form of Agreement between Owner and Trade Contractor provided by the Construction Manager, where the basis of payment is a stipulated sum. Reference copies are on file and may be examined by any interested party at the Office of the Construction Manager during normal business hours. An example of this form has been made a part of the contract documents.

END OF SECTION

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR

JOB #: XXX-CM  
DATE: XXX

## AGREEMENT

This Trade Contractor Agreement is made effective this **DATE** by and between **OWNER'S NAME** (Owner) and **Contractor's Name** (Trade Contractor) to perform the work identified in Article 4 in accordance with the Project Contract Documents.

**Project:** PROJECT NAME  
**Owner:** OWNER'S NAME  
**Architect:** ARCHITECT'S NAME  
**Construction Manager:** Schilt Management Services, Inc.  
**Trade Contractor:** CONTRACTOR'S NAME  
**Package:** Bid Package #XX: BID PACKAGE NAME (See Art. 4)

## ARTICLE 1 RELATIONSHIP OF PARTIES

This Trade Contractor Agreement is for the performance of work described herein in connection with the construction of the project. The Owner may also enter into separate agreements with other trade contractors for other portions of the project. The Trade Contractor shall perform its obligations under this Agreement using its best skills, care, and diligence as an independent contractor. The C.M. will represent the owner as its agent in the administration and management of this Agreement. Any instructions, reviews, approvals, orders, or directions given to the Trade Contractor by the C.M. will be given on behalf of and agent for the Owner. The Trade Contractor shall be obligated to respond and/or perform as if the same were given directly by the Owner. This Agreement shall not create a contractual relationship between any parties except the Owner and the Trade Contractor.

## ARTICLE 2

### CONTRACT DOCUMENTS

The Trade Contract Documents, all of which collectively comprise this Agreement, consist of this Standard Form of Agreement Between the Owner and Trade Contractor, and the following listed documents, schedules, and attachments which will be incorporated herein by reference and made part hereof:

SMS Bidding Documents	MM/DD/YYYY	(XX Pages)	
A/E Project Manual	MM/DD/YYYY	(XX Pages)	
A/E Drawings	MM/DD/YYYY	(XX Sheets)	
Addendum #XX	MM/DD/YYYY	(XX Pages)	
Completed Bid Form	MM/DD/YYYY	(XX Pages)	Attachment "A"

Where any provision of the document incorporated by reference into this Agreement is inconsistent with any provision of this Standard Form of Agreement, this Standard Form of Agreement shall govern.

### ARTICLE 3

#### CONTRACT PAYMENT

The Owner agrees to pay the Trade Contractor for satisfactory performance of the Trade Contractor's Work the sum of:

**WRITTEN AMOUNT** Dollars & XX/100 (\$XX.XX)

The Trade Contractor must submit pay applications / invoices to the Construction Manager by the 15th of the month for approval. Upon approval, the Construction Manager will submit invoices to the Owner. Progress payments, less retainage of 5%, shall be made to the Trade Contractor for Work satisfactorily performed no later than thirty (30) days after approval by the Construction Manager. Final payment of the balance due shall be made to the Trade Contractor by the Owner no later than thirty (30) days after final approval by the Owner and the Construction Manager of all punch list items for this contract. These payments are subject to receipt of such lien waivers, schedule of values, affidavits, warranties and guarantees required by the Contract Documents, Owner or Construction Manager. The Trade Contractor agrees that the Owner shall have the right and privilege to make any payment due the Trade Contractor hereunder jointly to the Trade Contractor and any persons, firms or corporations to whom the Trade Contractor is indebted for labor performed or materials furnished in performance of this trade contract.

### ARTICLE 4

#### SCOPE OF WORK

The Trade Contractor agrees to commence Trade Contractor's Work herein described upon notification by the Construction Manager and perform and complete such Work in accordance with the Contract Documents and under the general direction of the Construction Manager in accordance with the C.M.'s schedule. This shall include all the work necessary or incidental to complete the:

Work for the Project as more particular, though not exclusively specified in the Bidding Documents for **PROJECT NAME**. The Trade Contractor shall provide all labor, materials, equipment, and services to complete the Work for the Project.

**Bid Package #XX: BID PACKAGE NAME**

#### WORK SCOPE INCLUDING SMS AND A/E SECTIONS FROM SUMMARY OF WORK

### ARTICLE 5

#### SCHEDULE OF WORK

Time is of the essence. The Trade Contractor shall provide C.M. with any requested scheduling information of the Trade Contractors Work, including that of this Trade Contractor shall prepare by the C.M. and may be revised as the Work progresses. The Trade Contractor recognizes that changes may be made in the Schedule of the Work and agrees to comply with such changes without additional compensation.

The Trade Contractor shall coordinate its Work with all other contractors and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

## **ARTICLE 6**

### **CHANGES**

The C.M., without nullifying this Agreement, may direct the Trade Contractor in writing to make changes to the Trade Contractor's Work. A Contract change is any change in the Work within the general scope of the Agreement including a change in the drawings, specifications, or technical requirements of this Agreement and/or a change in the Project Schedule affecting the performance of the Agreement. By issuing a written order the Owner, may require the Trade Contractor to make changes to the Work which are written in within the general scope of this Agreement. Adjustments in the contract Price or Contract Time, if any, resulting from such changes shall be set forth in a Change Order pursuant to the Contract Documents.

## **ARTICLE 7**

### **PERFORMANCE OF WORK**

The Trade Contractor shall use its best care, skill and diligence in supervising and directing the Work. The Trade Contractor shall have total responsibility and control over the performance of the Work, including sole responsibility for the construction means, methods, techniques, sequences, and procedures for coordinating and completing the various portions of the Work, unless the Trade Contractor gives specific instructions concerning these matters.

## **ARTICLE 8**

### **FAILURE OF PERFORMANCE**

Should the Trade Contractor fail to satisfy contractual deficiencies within three (3) working days from receipt of C.M.'s written notice, then the C.M.'s, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct the deficiencies and charge the cost of these corrections (contractor / vendor invoices, labor, material, etc) and any resulting delays to the Trade Contractor, who shall be liable for payment of same, including reasonable overhead, profit, and attorney fees.

## **ARTICLE 9**

### **INTERPRETATION**

Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of the Trade Contractor to so notify the Owner and C.M. in writing within three (3) days of the Trade Contractor's discovery thereof. Upon receipt of said notice, the Owner or C.M. shall instruct the Trade Contractor as to the measures taken and the Trade Contractor shall comply with these instructions. If the Trade Contractor performs work knowing of such inconsistencies or omissions or knowing it to be contrary to any applicable laws, statutes, ordinances, building codes, rules, or regulations without notice to the Owner and C.M. and advance approval by appropriate authorities, including the Owner, then the Trade Contractor shall bear all associated costs which would have been avoided if the Trade Contractor had given properly given notice.

This Agreement is solely for the benefit of the signatories and represents the entire and integrated agreement between the parties and, unless specifically provided otherwise, supersedes all prior negotiations, representations, or oral agreements, either written or oral.

**ARTICLE 10**

**OWNER'S RESPONSIBILITIES**

The Owner and C.M. shall each designate one or more persons who shall be their authorized representative(s). Such authorized representative(s) shall be the only person(s) the Trade Contractor shall look to for instructions, orders and/or directions, except in an emergency.

The C.M. will establish and implement procedures for expediting and processing submittals, transmittals and written approvals relating to the Trade Contractors Work.

The Construction Manager agrees that, except as otherwise provided in this Agreement, no claim for additional services rendered or materials furnished to the Trade Contractor shall be valid unless the Construction Manager gives the Trade Contractor (a) notice prior to the furnishing of services and/or materials, except in an emergency affecting the safety of persons or property, (b) written notice of claim within seven (7) calendar days of first rendering such services or furnishing such materials, and (c) written compilations of the charges relating to such services or materials no later than the fifteenth (15<sup>th</sup>) day of the calendar month following that in which the services are rendered or materials furnished.

**ARTICLE 11**

**TRADE CONTRACTORS RESPONSIBILITIES**

The Trade Contractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Work in accordance with and reasonably inferable from the Contract Documents. The Trade Contractor shall be responsible for taking field dimensions, providing tests, ordering materials and all other actions as required to perform the Work within the Contract time and to comply with the Project Schedule. The Trade Contractor acknowledges that it has visited the Project site and visually inspected the general and local conditions which could affect the Work. The Trade Contractor promptly shall submit to the C.M. for review all shop drawings, samples, product data, manufacture's literature and similar submittals required by the Contract Documents. The Trade Contractor shall be responsible to the Owner for the accuracy and conformity of its submittals to the Contract Documents. The Trade Contractor shall prepare and deliver its submittals to the C.M. in a manner consistent with the Project Schedule in such a time and sequence so as not to delay the performance of the Work or other associated with the Project.

The Trade Contractor shall (a) cooperate with C.M., other trade contractors and all others whose work or services may require coordination with the Work, (b) specifically note and immediately advise C.M. of any interference with the Work; and (c) participate in the preparation of coordinating drawings and work schedules involving the Work.

The Trade Contractor shall designate and identify one person to be the Project Foreman. This person will be required to attend an on site Trade Contractor Meeting each week to discuss the progress of Work, ordering and scheduling long lead items and general conditions of the Project. The Trade Contractor shall follow the C.M.'s clean-up directions, and (a) at all times keep the project and premises free from debris resulting from the Work; and (b) broom clean each work area prior to discontinuing work in each area. If the Trade Contractor fails to immediately commence compliance with clean-up duties within twenty-four (24) hours after written notification from the C.M. of noncompliance, the C.M. may implement appropriate clean-up measures without further notice and the cost thereof shall be deducted from any amounts due or to be become due to the Trade Contractor under this Agreement.

The Trade Contractor shall have full responsibility for implementing appropriate safety measures pertaining to the Work, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers,

and establishing proper notice procedures to protect persons and property at the site and adjacent thereto from injury, loss or damage.

The Trade Contractor shall give adequate notices to authorities pertaining to the Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Work in accordance with the Contract Documents. The Trade Contractor shall be compensated for additional costs resulting from laws, ordinances, rules, regulations, and taxes enacted after the date of this Agreement.

The Trade Contractor is prohibited from delegating, transferring, conveying, subcontracting, relinquishing, or otherwise disposing of the whole or any part of its duties under this Agreement without prior written approval of the Owner.

## ARTICLE

12

### INSURANCE

Prior to the start of the Trade Contractors Work, the Trade Contractor shall procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, and all insurance required of Contract under the Contact Documents. The Owner – OWNER NAME, the Architect – ARCHITECT NAME, and the Construction Manager - Schilt Management Services, Inc. must be named as the additional insured. The minimum amount of General Liability is \$1,000,000.00 per occurrence with an aggregate amount of \$2,000,000.00.

The Trade Contractor is advised to purchase a sufficient amount of property and equipment insurance to cover losses to his work-in place or stored materials.

Trade Contractor may also be required to provide Bonds (Performance, Payment / Statutory, and Defect / Maintenance) as outlined in the SMS Bidding Documents (See Article 2)

## ARTICLE

13

### INDEMNIFICATION

To the fullest extent permitted by law, the Trade Contractor shall indemnify and hold harmless Owner and Construction Manager from all damages, all losses, or expenses, including attorney's fees, from any claim or damages for bodily injury, sickness, disease, or death or from claims for damages to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Trade Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of the Trade Contractor or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified. The obligations of the Trade Contractor under this Article shall not extend to claims or losses that are primarily caused by the Construction Manager's performance or failure to perform professional responsibilities.

**ARTICLE 14**

**WARRANTY**

The Trade Contractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or C.M. for period of one (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer. The Trade Contractor further agrees to furnish any special warranties that shall be required in accordance with the Contract Documents for the Work prior to final payment. The Trade Contractor is required to correct in a timely fashion any Work rejected by the C.M. or the Owner, which fails to comply with the Contract Documents whether observed prior to the commencement of the warranty period (s) or during the warranty period (s) established. The Trade Contractor shall correct at its own cost and time and bear the expense of additional services for any nonconforming Work for which it is responsible.

**ARTICLE 15**

**SPECIAL PROVISIONS**

This trade contractor agreement is effective as of the date first written above.

**TRADE CONTRACTOR:**

CONTRACTOR NAME  
CONTRACTOR ADDRESS  
CONTRACTOR CITY, STATE, ZIP  
CONTRACTOR PHONE #

FED TAX ID: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OWNER:**

OWNER NAME  
OWNER ADDRESS  
OWNER CITY, STATE, ZIP

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXAMPLE



**Attachment**  
**“A”**

**-Completed Bid Form-  
(XX Pages)**

**Section 00220**  
**Contract Affidavit of Non Payment for Procurement of Contract**

STATE OF: \_\_\_\_\_)

COUNTY OF: \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the attached contract to the State of Oklahoma. Affiant further states that Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_  
(Date)

END OF SECTION

**Section 00222**  
**Felony and Sex Offenders Affidavit**  
(Contractor Requirement)

**THE FOLLOWING IS REQUIRED TO BE SIGNED BY ALL  
BUSINESSES OR COMPANIES UNDER CONTRACT TO PROVIDE  
SERVICES FOR A SCHOOL OR SCHOOL DISTRICT**

Every person or business having a contract for services with a school or school district in Oklahoma where such services are to be performed on the school premises during normal school hours is required to sign a statement declaring that no employee working on school premises under the authority of such person or business is in violation of the provisions of 70 O.S. §6-101.48.

I, \_\_\_\_\_ on behalf of \_\_\_\_\_, hereby subscribe and swear that no employee working on school premises 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 on school premises at any time is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act

I have read and understand the provisions of this document.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
On behalf of \_\_\_\_\_

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

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

My Commission Expires: \_\_\_\_\_

END OF SECTION

**Section 00223**  
**Bid Documents Affidavit**

STATE OF: \_\_\_\_\_)

COUNTY OF: \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first sworn, on oath says that (s)he received all Bid Documents, Specifications, Drawings, Addendums for the Allen Bowden Public Schools Activity Center project for the following Contract:

\_\_\_\_\_  
Package #

\_\_\_\_\_  
Package Description

\_\_\_\_\_  
Company Name

SMS Bid Documents	07/10/2025	(73 Pages)
Martin Design, Architects Specifications	07/10/2025	(278 Pages)
Architect/Engineer Drawings	07/10/2025	(36 Sheets)
All Addenda		

\_\_\_\_\_  
Agent Authorized by Bidder

\_\_\_\_\_  
Complete Legal Name of Bidder

END OF SECTION

**Section 00225**  
**Invoice Affidavit**  
(To Accompany Each Payment Application)

State of \_\_\_\_\_

P.O. No. \_\_\_\_\_

County of \_\_\_\_\_

Invoice No. \_\_\_\_\_

Project: Allen-Bowden Public Schools - Activity Center

Amount \_\_\_\_\_

The undersigned Contractor, of lawful age, being duly sworn, an oath affirms that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to the approved Contract. Affiant further states that the Work as shown by the invoice has been completed in accordance with the Contract Documents. Affiant further states that (s)he has made no payment, give or donated or agreed to pay, give or donate either directly or indirectly, to any elected or appointed government or school district official or employee or representative, money or any other thing of value to obtain payment of the invoice or procure award of this Contract pursuant to which the invoice is submitted.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

---

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

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

My Commission Expires: \_\_\_\_\_

This form must be completed and submitted with each payment application before an invoice will be processed for payment.

END OF SECTION

## Section 00230 REQUIREMENTS OF SUCCESSFUL BIDDERS

### I. Initial Requirements:

As stated in Section 00020 (Solicitation for Bids), Successful Bidders can expect to receive a Notice of Intent to Award within thirty (30) days of the bid opening. This notice will give at least ten (10) days to submit documents required for Contract Award.

**These documents will be due to SMS at the Pre-Construction Meeting at the Allen-Bowden Public Schools Cafeteria located at 7049 Frankoma Road Tulsa, OK 74131 on September 4th, at 11:00 AM.**

Contracts will be considered awarded upon satisfactory receipt of the following completed documents:

1. Contract Signed by Successful Bidder
2. Bonds (if Applies) –
  - a. Performance Bond (See Section 000300 for Example)
  - b. Payment / Statutory Bond (See Section 000350 for Example)
  - c. Defect / Maintenance Bond (See Section 000375 for Example)
3. Affidavits –
  - a. Contract Affidavit (Section 00220)
  - b. Felony & Sex Offender's Affidavit (Section 00222)
  - c. Non-Kickback Affidavit
  - d. Bid Documents Affidavit (Section 00223)
4. W-9
5. Schedule Information (Durations + Lead Items)
6. Continuation Sheet / Schedule of Values
7. Safety Data Sheets (SDS) / Safety Plan(s) required by OSHA as it applies to bidder's work scope
8. Submittals / Physical Samples / Shop Drawings as it applies to bidder's work scope
9. Stormwater Pollution Prevention Plan (SWPPP) Form (if Applies)
10. Certificates of Insurance (COI) –
  - a. General Liability\*\*
  - b. Workers Compensation

\*\*General Liability (GL) Certificate must include the Owner – Allen Bowden Public Schools, Architect – Martin Design, Architects, and Construction Manager- SMS as additional insured.  
Also, Waiver of Subrogation

### II. Pay Application Requirements:

- A. **Due Date:** Pay Applications must be submitted to SMS no later than the **15th** each month. Pay Applications / Invoices received after this date will be processed the following month.
- B. **Forms:** The following four (4) forms must be submitted with each payment application:
  1. Payment Application Form (or AIA Equivalent)
  2. Continuation Sheet
  3. Invoice Affidavit (Section 00225)
  4. Lien Waiver
    - A. Partial Waiver of Lien – All Pay Applications except final for Retainage
    - B. Complete Waiver of Lien – Final Pay Application for Retainage

- C. **Originals:** Three (3) original sets of the pay application documents must be submitted. Faxed or emailed copies will not be accepted.
- D. **Stored Materials:** For materials stored off-site, a certificate of insurance on the storage facility and supplier's ticket(s) must be provided
- E. **Record / Redline Drawings:** On-site Record Drawings must include all current updates for each contractor's work scope (as it applies) before pay applications will be processed.

### III. Closeout Requirements:

Upon receipt of the Final Pay Application for Retainage, the following documents will be due to SMS:

1. Authority Having Jurisdiction (AHJ) Requirements
2. A/E Required Certifications
3. Final Updates to on-site Record Drawings
4. Warranty Letter (One Year)
5. Asbestos Affidavit
6. Manufacturer's Warranties (as it applies to work scope)
7. Operations Manuals (as it applies to work scope)

END OF SECTION

## APPLICATION AND CERTIFICATE FOR PAYMENT

TO CM:	Schilt Management Services	PROJECT:	Allen-Bowden Public Schools	Application NO:	
	439 S Wood St		Activity Center	Application Date:	
	Pryor, OK 74361			Period to:	
				Architect's Project No:	2301
FROM CONTRACTOR:				Contract Date:	
CONTRACT:		VIA CONSTRUCTION MANAGER:	Schilt Management Services		
		VIA ARCHITECT:	Martin Design, Architects		

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet(s) are attached.

<b>1. ORIGINAL CONTRACT SUM</b>	\$	
<b>2. Net change by Change Orders</b>	\$	
<b>3. TOTAL SUM TO DATE</b> (Line 1 ± 2)	\$	-
<b>4. TOTAL COMPLETED &amp; STORED TO DATE</b> (Column G on Continuation Sheet)	\$	-
<b>5. RETAINAGE:</b>		
a. 5 % of Completed Work (Columns D + E on Continuation Sheet)	\$	-
b. 5 % of Stored Material (Column F on Continuation Sheet)	\$	-
Total Retainage (Lines 5a + 5b or total in Column 1 of Continuation Sheet)	\$	-
<b>6. TOTAL EARNED LESS RETAINAGE</b> (Line 4 Less Line 5 Total)	\$	-
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$	
<b>8. CURRENT PAYMENT DUE</b>	\$	-
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 less Line 6)	\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application of Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

CONTRACTOR: \_\_\_\_\_

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

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

My Commission expires: \_\_\_\_\_

### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**Amount Certified**  \$ \_\_\_\_\_ -

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER: Schilt Management Services

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

ARCHITECT: Martin Design, Architects

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



## CONTINUATION SHEET

Application and Certification for Payment

**Retainage:**

5 % of Completed Work



5 % of Stored Material

Application NO: \_\_\_\_\_

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

Period to: \_\_\_\_\_

Architect's Project No: **2301**

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
Item No.	Description of Work	Scheduled Value	From Previous Application	This Period	Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage (If Variable Rate)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
GRAND TOTAL									

**PARTIAL WAIVER OF LIEN**  
(To Accompany Each Payment Application)

**STATE OF OKLAHOMA**

**COUNTY OF** \_\_\_\_\_

For and in consideration of receiving partial payment on our contract heretofore entered into between the undersigned and

**PROJECT:** Allen-Bowden Public Schools - Activity Center

**LOCATION:** 7049 Frankoma Road, Tulsa, OK 74131

The following statement is given:

This is to certify that we have made complete payment on labor and materials furnished on our Contract of order heretofore in this instrument referred to, up to and including

\_\_\_\_\_ Dollars & /100 (\$ \_\_\_\_\_)

I further certify that all payments have been made on equipment in use on project, including that on rental and on lease purchase agreements through date mentioned.

We hereby, in consideration of the premises, waive any right of lien which we may have, or have Had, or have in any by virtue of the Mechanic's and Materialmen's Lien Laws of the State of Oklahoma, on account of material or labor, or both furnished by us and/or employees, to the full extent of this payment, and all previous payments and will warrant and defend **Allen-Bowden Public Schools and/or Schilt Management Services, Inc.** it's successors, administrators, representatives, trustees and assigns from any claim by the undersigned or third party suppliers. Agents, subcontractors, laborers, or other claimants resulting from the work covered hereunder.

It is understood that this payment does not relieve our obligation to guarantee that all materials and workmanship supplied to the above project by us meet the contract requirements as to quality and workmanship (as required by the contract or in absence thereof as stated on the invoices).

**Contingent upon deposit of funds**

**COMPANY NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**COMPLETE WAIVER OF LIEN**  
(To accompany Final Payment Application)

**STATE OF OKLAHOMA**

**COUNTY OF \_\_\_\_\_**

For and in consideration of receiving full and complete payment on our contract heretofore entered into between the undersigned and

**PROJECT: Allen-Bowden Public Schools - Activity Center**

**LOCATION: 7049 Frankoma Road Tulsa, Ok. 74131**

The following statement is given:

This is to certify that we have made complete payment on labor and materials furnished on our Contract of order heretofore in this instrument referred to, up to and including

\_\_\_\_\_ **Dollars & /100 (\$ \_\_\_\_\_)**

I further certify that all payments have been made on equipment in use on project, including that on rental and on lease purchase agreements through date mentioned.

We hereby, in consideration of the premises, waive any right of lien which we may have, or have Had, or have in any by virtue of the Mechanic's and Materialmen's Lien Laws of the State of Oklahoma, on account of material or labor, or both furnished by us and/or employees, to the full extent of this payment, and all previous payments and will warrant and defend **Allen-Bowden Public Schools and/or Schilt Management Services, Inc.** it's successors, administrators, representatives, trustees and assigns from any claim by the undersigned or third party suppliers. Agents, subcontractors, laborers, or other claimants resulting from the work covered hereunder.

It is understood that this payment does not relieve our obligation to guarantee that all materials and workmanship supplied to the above project by us meet the contract requirements as to quality and workmanship (as required by the contract or in absence thereof as stated on the invoices).

**Contingent upon deposit of funds**

**COMPANY NAME:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Allen-Bowden Public Schools  
7049 Frankoma Road  
Tulsa, OK 74131

## NON-KICKBACK AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn, on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim will be (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that (s)he had made no payment, given or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment or the award of the contract.

\_\_\_\_\_  
Vendor/Company Name

by: \_\_\_\_\_

Architect, Contractor, Supplier, Engineer

Attested (witnessed) to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Signature of Witness)

**FEDERAL CONTRACTORS OR MATERIAL SUPPLIERS CERTIFICATION OF  
COMPLIANCE WITH ASBESTOS RESTRICTIONS**

**TO:** \_\_\_\_\_  
(Name of owner)

**RE: Allen-Bowden Public Schools - Activity Center**

Sirs:

As a Contractor or Material Supplier for the above referenced project we do certify and attest that no building materials or products were knowingly incorporated or installed in this project that contained more than one percent (1%) asbestos by weight, within the meaning of Public Law 99-519 together with the United States Environmental Protection Agency Regulations, Section 763.83 promulgated October 30, 1987, Federal Register, Volume 52, No. 210 defining Asbestos Containing Building Material (ACBM). We also certify and attest that this Certification of Compliance with Asbestos Restrictions was included in each and every Sub-Subcontract and purchase order connected with the performance of Work for this Project, with a copy signed by the Sub-Subcontractor or Material Supplier remaining in our Project File for inspection.

Respectfully,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

BY: \_\_\_\_\_  
(Title)

DATE: \_\_\_\_\_

Attest and Seal:

Subscribed and Sworn to Before Me This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

My Commission Expires \_\_\_\_\_.

Allen-Bowden Public Schools - Activity Center

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**ACORD CERTIFICATE OF LIABILITY INSURANCE**OP ID ST  
ELECT-1DATE (MM/DD/YYYY)  
04/02/07

## PRODUCER

OWN & Brown of Oklahoma  
P.O. Box 1320  
Pryor OK 74362  
Phone: 918-825-3295 Fax: 918-825-2727

## INSURED

**Trade Contractor  
Information**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

## NAIC #

INSURER A: Columbia National Insurance Co

INSURER B: Republic Fire and Casualty

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	X	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMPOK08911	12/31/06	12/31/07	EACH OCCURRENCE \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		X		<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	CAPOK08911	12/31/06	12/31/07	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		X		<b>EXCESS UMBRELLA LIABILITY</b> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$10,000	CUPOK08911	12/31/06	12/31/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B				<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	RFC1000637-01	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
A								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Job Name, Owner,  
and SMS listed  
as additional insured.

## CERTIFICATE HOLDER

SCHIL-1

Schilt Management Services, Inc

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION  
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN  
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL  
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

**CompSource Oklahoma**  
*The Source For Workers' Compensation Insurance*

CERTIFICATE OF INSURANCE

FORM UN6

CERTIFICATE ISSUED TO:

SCHILT MANAGEMENT

THIS IS TO CERTIFY THAT POLICY NUMBER 00447254 07 1 ISSUED IN THE NAME OF:

**Trade Contractor  
Information**

IS IN FORCE ON THE DATE HEREOF, AS FOLLOWS:

CERTIFICATE OF INSURANCE APPLIES ONLY TO LOCATIONS AND OPERATIONS  
WITHIN THE STATE OF OKLAHOMA AND EXTRA TERRITORIAL JURISDICTION.  
THIS POLICY DOES NOT COVER INJURIES TO RESIDENTS OF OTHER STATES  
WHILE PERFORMING WORK IN THAT OTHER STATE UNLESS SUCH WORKER IS  
HIRED IN OKLAHOMA AND SPECIFICALLY AFFORDED COVERAGE BY ENDORSEMENT.

KIND OF INSURANCE: WORKERS COMPENSATION AND EMPLOYERS LIABILITY

POLICY PERIOD: EFFECTIVE: 05 01 07 AT 12:01 A.M.

EXPIRES: 05 01 08 AT 12:01 A.M.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS  
EXTENDS OR ALTERS THE COVERAGE AFFORDED IN THE POLICY DESCRIBED HEREIN.

**LIMITS OF LIABILITY:**

WORKERS COMPENSATION INSURANCE: FULLY COMPLIES WITH THE REQUIREMENTS OF  
THE STATE LAWS OF OKLAHOMA.

**EMPLOYERS LIABILITY INSURANCE:**

BODILY INJURY BY ACCIDENT	500,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	500,000	EACH EMPLOYEE
BODILY INJURY BY DISEASE	500,000	POLICY LIMIT

THE DESCRIBED POLICY IS A STANDARD OKLAHOMA WORKERS COMPENSATION AND EMPLOYERS  
LIABILITY POLICY APPROVED BY THE STATE PROPERTY AND CASUALTY RATE BOARD. IN  
THE EVENT OF ANY MATERIAL CHANGE IN, OR CANCELLATION OF SAID POLICY THE  
UNDERSIGNED COMPANY WILL GIVE A 10 DAY WRITTEN NOTICE TO THE PARTY TO WHOM  
THIS CERTIFICATE IS ISSUED, BUT FAILURE TO GIVE SUCH NOTICE SHALL IMPOSE NO  
OBLIGATION NOR LIABILITY UPON THE COMPANY. SIGNED 04-18-07 AT ITS  
OKLAHOMA CITY, OKLAHOMA OFFICE.

COMPSOURCE OKLAHOMA

*Barbara Drullinger*

UNDERWRITER





## PRICE REQUEST (PR)

Schilt Management Services, Inc.  
439 S Wood St  
Pryor, OK 74361

Phone: 918-824-2800  
(PM) Cell: 918-123-4567

Owner: OWNER NAME  
Project: PROJECT NAME  
To: CONTRACTOR NAME

Date: MM/DD/YYYY  
Overall PR #: NUMBER (#)  
Project PR #: NUMBER (#)

**NOTE: THIS IS NOT A CHANGE ORDER**

Please provide pricing for the following item(s):

1. WORK SCOPE

ADD: (\$) \_\_\_\_\_ )

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

**PLEASE NOTE:**

**NON-RECEIPT OF THIS PRICE REQUEST WITHIN TEN (10) WORKING DAYS WILL RESULT IN NO CHANGE OF THE CONTRACT AMOUNT AND SCOPE OF WORK.**

Sincerely,

Austin Snow  
Schilt Management Services, Inc.



## CHANGE ORDER (CO)

Schilt Management Services, Inc.  
439 S Wood St  
Pryor, OK 74361

Phone: 918-824-2800  
(PM) Cell: 918-123-4567

Owner : OWNER NAME  
ADDRESS  
CITY, STATE ZIP

Date: MM/DD/YYYY  
Overall CO #: NUMBER (#)  
Project CO #: NUMBER (#)

Project: PROJECT NAME

A/E Project #: NUMBER (#)

Contractor: CONTRACTOR NAME  
ADDRESS  
CITY, STATE ZIP

Contract CO #: NUMBER (#)  
Contract For: DESCRIPTION  
Contract Date: MM/DD/YYYY

Architect: ARCHITECT NAME

The Contract is changed as follows:

### WORK SCOPE

The original **Contract Sum** was..... \$ 000,000.00  
Net Change by previously authorized Change Orders..... \$ 000,000.00  
The **Contract Sum** prior to this Change Order was..... \$ 000,000.00  
The **Contract Sum** will be **increased** by this Change Order by..... \$ 000,000.00  
The revised **Contract Sum** including this Change Order will be..... \$ 000,000.00

The Contract Time will be **increased** by this Change Order by..... day(s)  
The date of Substantial Completion as of the date of this Change Order Shall be. As contracted

**THIS IS NOT A VALID CHANGE ORDER UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

Owner

Architect

Contractor

Print Name

Print Name

Print Name

Date

Date

Date

**Section 000300  
Performance Bond**

KNOW ALL MEN BY THESE PRESENTS:

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

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with \_\_\_\_\_ (State or Other Entity), dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ all in compliance with the plans and specifications thereof, made a part of said Contract and on file in the office of \_\_\_\_\_ (Name and Address of Agency).

NOW, THEREFORE, of said Principal shall, in all particulars, well, truly, 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 harmless said \_\_\_\_\_ (State or Other Entity) 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.

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 executes in its name and its corporation seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL:

By \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

SURETY:

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

END OF SECTION

Section 000300 – Performance Bond

**Section 000350  
Statutory Bond**

KNOW ALL MEN BY THESES PRESENTS:

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

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with \_\_\_\_\_  
\_\_\_\_\_ (State or Other Entity) dated \_\_\_\_\_, 20\_\_, for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ all in compliance with the  
plans and specifications therefore, made part of said Contract and on file in the Office of  
\_\_\_\_\_ ( Name and Address of Agency).

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred  
by said Principal or 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 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 officers, and the said Surety has caused these  
presents to be executed in its name and its corporation seal to be hereunto affixed by its attorney-  
in-fact, duly authorized so to do, the day and year set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

By \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

SURETY:

By \_\_\_\_\_  
Attorney-in-fact

END OF SECTION

**Section 000375  
Defect Bond**

KNOW ALL MEN BY THESE PRESENTS

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

The condition of the obligation is such that:

WHEREAS, said Principal entered into a written Contract with \_\_\_\_\_ (State or Other Entity) 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 \_\_\_\_\_ (Name and Address of Agency).

NOW, THEREFORE, if said Principal shall pay or cause to be paid to \_\_\_\_\_ (State or Other Entity) all damages, 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 the acceptance of said project by \_\_\_\_\_ (State or Other Entity); then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL:

By \_\_\_\_\_  
Title

ATTEST:

SURETY:

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

END OF SECTION

**Section 00700**  
**General Conditions**

The provisions of AIA Document A201/CMA, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION-1992," shall apply to this project, except as hereinafter amended or altered in Section 00800.

Copies of this AIA Document are available for review at the Construction Manager's Office.

END OF SECTION

## **Section 00800 Supplementary Conditions**

The following modify, change, delete from or add to the **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**. Where any Article, Paragraph, Subparagraph, or Clause is modified or deleted by these Supplementary General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

### **Article 3 – CONTRACTOR**

Add the following Clauses to subparagraph 3.2.1:

3.2.1.1 Errors, inconsistencies or omissions discovered in the Contract Documents which are reported to the Construction Manager at least 10 days before bid date shall be corrected by addenda issued by the Construction Manager. If Contractor does not notify Construction Manager of any such conditions it will be assumed all items of work and materials have been included in his bid.

Add the following paragraph:

#### **3.19 SITE MEASUREMENTS**

3.19.1 The contractor shall field verify measurements of existing conditions at the site and shall be responsible for their correctness. No extra charge or compensation will be allowed on account of difference between actual dimensions and the indicated drawings. Difference found shall be submitted to the Construction Manager for consideration before proceeding with the work.

3.19.2 The Contractor shall furnish engineering and layout services necessary to provide required lines and grade for the proper execution of the work.

### **Article 5 – SUBCONTRACTORS**

Add the following paragraphs and subparagraphs:

#### **5.5 SUBCONTRACTOR COOPERATION AND COORDINATION**

5.5.1 Subcontractors shall examine all Drawings and Project Manual for all work, whether for their specific work or the work of others.

5.5.2 Subcontractors shall cooperate with each other, correcting and coordinating their work in such manner as not to delay or interfere with work of others.

5.5.3 Each subcontractor shall report to the Contractor in writing, with a copy to the Construction Manager, all delays or difficulties encountered in the installation of his work which might prevent its prompt and proper installation or make it unsuitable to connect or to receive his work or the work of others. Failure to report shall constitute acceptance of the work of others as fit for the proper receipt of his work.

5.5.4 Contractors must submit to the Construction Manager a list of all subcontractors to perform work under their contract. Subcontractors are subject to approval by the Owner and Construction Manager.

## Article 9 – PAYMENTS AND COMPLETION

Delete subparagraph 9.3.1 in its entirety and substitute the following:

9.3.1 On or before the 15<sup>th</sup> day of each month, the Contractor shall submit to the Construction Manager an itemized application for payment, 3 copies, Notarized, and corporate seal if applicable, supported by such data substantiating the Contractor's right to payment as the Owner or the Construction Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

.1 Withholding of retainage (5% of the amount earned to date)

Add the following clause 9.6.1.1 to 9.6.1:

9.6.1.1 The Owner shall make payment within thirty (30) calendar days after the Construction Manager receives the application for payment from the Contractor.

Add the following paragraph:

## Article 11 – INSURANCE AND BONDS

Add the following clauses to 11.1.2:

11.1.2.1 The insurance required by subparagraph 11.1.1 shall be written for not less than the following limits of liability, or greater if required by law.

### 1. GENERAL LIABILITY, including the following:

- a. Comprehensive Form
- b. Premises – Operation
- c. Explosion and Collapse Hazard: (X & C as application)
- d. Underground Hazard (U as application)
- e. Products/Completed Operations Hazard: (To be maintained for "ONE YEAR", commencing with the issuance of the final Certificate of Payment.)
- f. Contractual Insurance: including the specified provision Contractor's obligations under Paragraph 4.18-indemnification
- g. Broad Form Property Damage
- h. Independent Contractors
- i. Personal Injury

#### Limits of General Liability

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Med Exp	\$5,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/OP Agg	\$2,000,000

### 3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

#### Limits of Workers' Comp. & Emp. Liability

- |    |                      |                             |
|----|----------------------|-----------------------------|
| a. | State                | STATUTORY                   |
| b. | Employer's Liability | \$1,000,000 (each accident) |

### 4. OTHER LIABILITY COVERAGE

- a. Aircraft liability (owned and non-owned) when applicable: \$1,000,000 for one occurrence including passenger hazard coverage.
- b. Watercraft liability (owned and non-owned) when applicable.
- c. Builder's Risk when applicable: "All Risk/Completed Value" type



5. ADDITIONAL INSURED, AS THEIR INTERESTS MAY APPEAR.

- a. Owner: Allen Bowden Public Schools
- b. Architect: Martin Design, Architects
- c. Construction Manager: Schilt Management Services, Inc.

6. WAIVER OF SUBROGATION

7. CANCELLATION PROVISION

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the Owner and Construction Manager.

11.5 PERFORMANCE BOND AND PAYMENT BOND

Delete paragraph 11.5 in its entirety and substitute the following:

11.5 BONDS

11.5.1 The contractor shall provide One (1) duplicate original, complete with power-of-attorney attached showing the authority of the executing agent of the following bonds in such form as directed by the Owner, with surety being a duly authorized surety company satisfactory to the Owner and licensed to do business in Oklahoma:

- .1 Performance Bond: Written in an amount equal to One Hundred percent (100%) of the contract price and issued in favor of the Owner.
- .2 Defect (Materials and Workmanship) Bond: Written in an amount equal to One Hundred percent (100%) of the contract price, to protect the Owner against defective workmanship and materials for a period of one (1) year after final acceptance of the project.
- .3 Statutory (Payment) Bond: Written in an amount equal to One Hundred percent (100%) of the contract price, to protect the owner against failure or neglect to pay all indebtedness incurred by the contractor or subcontractors who perform work under the contract of the Owner.

END OF SECTION

**Section 01005  
Index of Bid Packages**

**Bid Package #0:     Sitework (BY OWNER)**

<b>Bid Package #1:</b>	<b>Concrete</b>
<b>Bid Package #2:</b>	<b>Masonry</b>
<b>Bid Package #3:</b>	<b>Casework</b>
<b>Bid Package #4A:</b>	<b>Doors, HM Frames, &amp; Hardware (Material)</b>
<b>Bid Package #4B:</b>	<b>Specialties (Material)</b>
<b>Bid Package #4C:</b>	<b>Doors, HM Frames, Hardware &amp; Specialties (Install)</b>
<b>Bid Package #4D:</b>	<b>Coiling Counter Doors</b>
<b>Bid Package #5:</b>	<b>Ceramic Tile</b>
<b>Bid Package #6:</b>	<b>Drywall &amp; Ceilings</b>
<b>Bid Package #7:</b>	<b>Aluminum Windows &amp; Glazing</b>
<b>Bid Package #8:</b>	<b>Painting</b>
<b>Bid Package #9:</b>	<b>Pre-Engineered Metal Building (PEMB)</b>
<b>Bid Package #10:</b>	<b>Handrails and Railings</b>
<b>Bid Package #11A:</b>	<b>Gym Flooring</b>
<b>Bid Package #11B:</b>	<b>Gym Equipment</b>
<b>Bid Package #11C:</b>	<b>Gym Seating</b>
<b>Bid Package #12:</b>	<b>HVAC</b>
<b>Bid Package #13:</b>	<b>Electrical</b>
<b>Bid Package #14A:</b>	<b>Plumbing</b>
<b>Bid Package #14B:</b>	<b>Site Plumbing</b>
<b>Bid Package #15:</b>	<b>Sprinkler Systems</b>
<b>Bid Package #16:</b>	<b>Fire Alarm</b>

END OF SECTION

## **Section 01010 Summary of Work**

### **Bid Package #0: Sitework (BY OWNER)**

#### **SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

#### **MD:**

#### **Division 2 – Sitework**

<b>Section 02070</b>	Demolition
<b>Section 02100</b>	Site Preparation
<b>Section 02211</b>	Rough Grading
<b>Section 02222</b>	Site Excavation
<b>Section 02222B</b>	GEO Tech Soils Report
<b>Section 02223</b>	Backfilling
<b>Section 02225</b>	Trenching (Silt Fence)

All dirt work is included in this Package. All Testing by SMS.

This Package will include constructing and maintaining the Temporary Erosion Control measures, Silt Fence, and Stabilized Construction Entrance as noted Civil Drawing Grading & Erosion Control Details.

This Package includes all finish grading, topsoil, and sod / seeding according to Civil Plans.

This package is responsible for establishing sub grades for the slab / sidewalks in coordination with #1: Concrete.

Finished Sub-Grade will be +/- one tenth (1/10) of a foot (1.2in) of Finished Grade at Drives / Paving, Parking, Sidewalks and Building Pad.

This Package will include constructing a DEQ Approved Concrete Washout Pit and Truck Washout Pit at a location on campus as directed by the SMS Site Superintendent. The removal will be done by others.

All locates and surveys associated with this work will be included in this Bid Package.

This Bid Package should carefully review all notes in Structural Sheets.

## **Bid Package #1: Concrete**

### **SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

### **MD:**

#### **Division 2 – Sitework**

**Section 02281** Termite Control

**Section 02520** Portland Cement Concrete Paving

#### **Division 3 – Concrete**

**Section 03100** Concrete Form Work

**Section 03200** Concrete Reinforcement

**Section 03300** Cast-In-Place Concrete

**Section 03346** Concrete Floor Finishing

#### **Division 07 – Thermal and Moisture Protection**

**Section 07135** Bentonite Panel Waterproofing (Concrete only)

**Section 07160** Cementitious Crystalline Waterproofing

**Section 07181** Water Repellent Coating (Concrete Surfaces Only)

**Section 07210** Insulation (Rigid Insulation for Perimeter Foundation, Vapor Retarder)

**Section 07900** Joint Sealers (Concrete Only)

All concrete is included in this Package. All Testing by SMS.

This Bid Package should carefully review all notes in Structural Sheets.

Sitework (#0, By Owner) - Finished Sub-Grade will be +/- one tenth (1/10) of a foot (1.2in) of Finished Grade at Drives / Paving, Parking, Sidewalks and Building Pad.

SMS / Owner will provide One (1) Survey to mark the building. Any additional surveys needed will be part of this contract.

SMS will require 48-hour notice of ALL Concrete Pours. Trade Contractor will be responsible for any charges from testing agency or AE due to failure to be ready/cancellation/failed inspections.

All sand or gravel under the sidewalks, parking and concrete pads/slabs will be part of this Package.

**No "Floating In" of any reinforcement allowed.**

## **Bid Package #2: Masonry**

### **SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

### **MD:**

#### **Division 4 – Masonry**

**Section 04200A** Unit Masonry System

#### **Division 7 – Thermal and Moisture Protection**

**Section 07181** Water Repellent Coating (Masonry Only)

**Section 07210** Insulation (CMU Only)

**Section 07900** Joint Sealers (Masonry Only)

This Bid Package includes all Brick and CMU Block.

**Bid Package #3: Casework****SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

**MD:**

**Division 6 – Wood and Plastics**

**Section 06200** Finish Carpentry

**Section 06400** Custom Casework

**Division 7 – Thermal and Moisture Protection**

**Section 07900** Joint Sealers (Within Like Scope)

**Division 9 – Finishes**

**Section 09000** Finish Color Selections

Caulking the Cabinets, Backsplashes and Associated Components to adjoining surfaces will be part of this Package.

This Bid Package includes all casework and stainless steel countertops.

This Bid Package does NOT include “S.S. Table” – this is By Owner as noted (See 1|A101)

SMS is NOT responsible to measure, pre-measure, or verify dimensions. Bid Package #3 is responsible to field verify.

**Bid Package #4A: Doors, HM Frames, and Hardware (Material)****SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

**MD:**

**Division 8 – Doors and Windows**

**Section 08111** Hollow Metal Doors and Frames

**Section 08141** Flush Wood Doors

**Section 08710** Door Hardware

**Section 08710B** Door Hardware Schedule

This Bid Package is Material Only. Install is by Bid Package #4C.

SMS and Installer (#4C) to inventory Doors, Frames, Hardware. This Package includes providing detailed pick tickets and coordinating check-in of any materials to on-site inventory. This Package includes unloading material into space on-site designated by SMS.

This Bid Package is responsible to promptly deliver any missing items to the site at no additional cost.

This Bid Package is responsible to ensure door frames are compatible with Access Control.

This Bid Package does NOT include any glazing –

However, this Bid Package does include making doors ready for glazing available to Aluminum Contractor (Pkg #7) and ensuring successful delivery of doors to the site.

This Bid Package does NOT include providing any Coiling Doors.

This Bid Package includes Keying in coordination with Allen-Bowden Schools.

**Bid Package #4B: Specialties (Material)****SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

**MD:****Division 10 – Specialties**

**Section 10160** Solid Plastic Toilet Compartments

**Section 10420** Exterior Signage

**Section 10426** Interior Signage

**Section 10522** Fire Extinguishers and Accessories

**Section 10800** Toilet and Bath Accessories

This Bid Package is Material Only. Install is by Bid Package #4C.

SMS and Installer (#4C) to inventory Specialties. This Package includes providing detailed pick tickets and coordinating check-in of any materials to on-site inventory. This Package includes unloading material into space on-site designated by SMS.

This Bid Package is responsible to promptly deliver any missing items to the site at no additional cost.

This Bid Package includes all Grab Bars. This Bid Package does NOT include the following Toilet Accessories: Toilet Paper Dispensers, Soap Dispensers, and Paper Towel Dispensers. These Toilet Accessories will be By Owner. This Bid Package does NOT Include a Building Plaque.

This Bid Package does NOT include Mirrors – Mirrors included in Glazing (Pkg #7).

**Bid Package #4C: Doors, HM Frames, Hardware, and Specialties (Install)****SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

**MD:****Division 8 – Doors and Windows**

**Section 08111** Hollow Metal Doors and Frames

**Section 08141** Flush Wood Doors

**Section 08710** Door Hardware

**Section 08710B** Door Hardware Schedule

**Division 10 – Specialties**

**Section 10160** Solid Plastic Toilet Compartments

**Section 10420** Exterior Signage

**Section 10426** Interior Signage

**Section 10522** Fire Extinguishers and Accessories

**Section 10800** Toilet and Bath Accessories

This Bid Package is Install Only of all Material provided by Bid Package #4A & #4B.

This Bid Package includes being present at material deliveries to inventory Doors, Frames, Hardware, and Specialties with SMS. This Package includes coordinating check-out of any materials from on-site inventory to ensure inventory list stays current on a daily basis.

This Bid Package includes setting all Hollow Metal Frames.

This Bid Package is responsible to prep door frames for Access Control.

This Bid Package includes all Grab Bars. This Bid Package does NOT include the following Toilet Accessories: Toilet Paper Dispensers, Soap Dispensers, and Paper Towel Dispensers. These Toilet Accessories will be By Owner. This Bid Package does NOT Include a Building Plaque.

This Bid Package does NOT include installing Mirrors – Mirrors included in Glazing (Pkg #7).

This Bid Package does NOT include installing any Coiling Doors.

**Bid Package #4D: Coiling Counter Doors****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 8 – Doors and Windows****Section 08330** Coiling Counter Door

This Bid Package includes providing and installing the Coiling Counter Doors.

**Bid Package #5: Ceramic Tile****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 7 – Thermal and Moisture Protection****Section 07900** Joint Sealers (Within Like Scope)**Division 9 – Finishes****Section 09000** Finish Color Selections**Section 09300** Ceramic Tile**Section 09650** Rubber Base (ALTERNATE #4)

This Bid Package includes providing and installing Ceramic Tile.

See 16|A101 (Lobby 111 - East) with Tile T1 and T2.

No Base at Ceramic Tile walls, install tile all the way to bottom of the wall.

**Bid Package #6: Drywall & Ceilings****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 5 – Metals****Section 05400** Cold-Formed Metal Framing**Division 6 – Wood and Plastics****Section 06100** Rough Carpentry**Section 61053** Wood Blocking and Curbing**Division 7 – Thermal and Moisture Protection****Section 07210** Insulation**Section 07900** Joint Sealers (Within Like Scope)**Division 9 – Finishes****Section 09000** Finish Color Selections**Section 09260** Gypsum Board Systems**Section 09511** Suspended Acoustical Ceiling

This Bid Package includes providing and installing all FRP.

Only “White Tired” lifts will be allowed on the slab. Absolutely NO lifts that leak fluids will be allowed on site.

No item may hang from the “Toe” or bottom of the Roof Purlins. There can be no concentric load on the Roof Purlins. All items suspended from the Metal Building Structure must be attached to the vertical member of the Roof Purlin, by method approved by the PEMB manufacturer.

Wall Finish Procedures will be outlined in SMS Bid Clarifications, by Addenda. No exceptions will be allowed.

**Bid Package #7: Aluminum Windows & Glazing****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 7 – Thermal and Moisture Protection****Section 07900** Joint Sealers (Within Like Scope)**Division 8 – Doors and Windows****Section 08500** Aluminum Windows**Section 08800** Glazing

Provide and install caulking at all Aluminum Windows.

This Bid Package includes all Glazing, including providing & installing glazing in doors coordinated with Pkg #4A.

This Bid Package includes providing and installing all mirrors.

**Bid Package #8: Painting****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 7 – Thermal and Moisture Protection****Section 07900** Joint Sealers (Within Like Scope)**Division 9 – Finishes****Section 09000** Finish Color Selections**Section 09900** Painting

Includes all interior beauty caulking, caulking all metal frames/jambs, both sides.

This Bid Package includes all painting in the project including handrails.

Wall Finish Procedures will be outlined in SMS Bid Clarifications, by Addenda. No exceptions will be allowed.



**Bid Package #9: Pre-Engineered Metal Building (PEMB)****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 7 – Thermal and Moisture Protection****Section 07600** Sheet Metal Flashing and Trim**Section 07900** Joint Sealers (Within Like Scope)**Division 10 – Specialties****Section 10960** Metal Canopies**Division 13 – Special Construction****Section 13121** Pre-Engineered Building (Complete System)

This Package is responsible for final weathertightness of new buildings. Specifically, that means this Bid Package includes providing and installing Flashings, Trims and Boots at all exterior openings / penetrations in the walls and roofs.

The Bid Form includes lead times as well as bid amounts. Qualified bids will be evaluated based on bid amount(s) AND lead time(s) to identify the best responsible bidder. The additional consideration of lead time will allow the Owner the right to award to other than the lowest bidder based on estimated lead time. This is to be considered a publicized statement open to public inspection as a matter of public record in accordance with OK §61-117.

Failure to perform within the lead times provided on the bid form will be subject to formal notice of contractual deficiencies according to the contract.

This Package includes providing All Shop Drawings, with an Engineers Stamp, including Anchor Bolt Shop and Erection Drawings.

Only "White Tired" lifts will be allowed. Absolutely NO lifts that leak fluids will not be allowed on site.

This Package includes providing the Anchor Bolts and verifying the Anchor Bolt locations and Anchor Bolt Depth prior to the Concrete Pour. This Package will include setting Leveling Nuts to the correct elevations.

**Bid Package #10: Handrails and Railings****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 5 – Metals****Section 05520** Handrails and Railings**Bid Package #11A: Gym Flooring****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 7 – Thermal and Moisture Protection****Section 07900** Joint Sealers (Within Like Scope)**Division 9 – Finishes****Section 09550** Bio-Channel Star System

This Bid Package includes Striping on Gym Floor to be coordinated with Gym Equipment (#11B).

This Bid Package to be aware Gym is Ventilation Only, No A/C (See Mechanical Drawings).

**Bid Package #11B: Gym Equipment****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 11 – Equipment****Section 11480** Athletic Equipment

This Bid Package includes providing and installing all Gym Equipment, including Basketball Goals and Floor Sleeves.

Install to be coordinated with Striping / Gym Flooring (#11A)

**Bid Package #11C: Gym Seating****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 12 – Furnishings****Section 12760** Telescopic Bleachers**Section 12760B** Fixed Bleachers

This Bid Package includes providing and installing all Gymnasium Seating.

**Bid Package #12: HVAC****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 7 – Thermal and Moisture Protection****Section 07900** Joint Sealers (Within Like Scope)**Division 15 – Mechanical****Section 15050** Basic Methods and Requirements (Mechanical)**Section 15600** Heating, Ventilation and Air Conditioning**Section 15651** Refrigeration Piping

This Package includes all HVAC / Mechanical work in the project and should carefully review specifications and notes listed in all the Drawings provided by Burrows & Associates.

This Bid Package includes providing and installing condensate lines and related piping.

Only “White Tired” lifts will be allowed on the slab. Absolutely NO lifts that leak fluids will not be allowed on site.

No item may hang from the “Toe” or bottom of the Roof Purlins. There can be no concentric load on the Roof Purlins. All items suspended from the Metal Building Structure must be attached to the vertical member of the Roof Purlin, by method approved by the PEMB manufacturer.

Once the HVAC Units are operational, they will be turned on to Climatize the space. Providing and changing temporary Filters will be part of this package.

## **Bid Package #13: Electrical**

### **SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

### **MD:**

**Division 2 – Sitework**

**Section 02223** Backfilling (Site Electric Only)

**Section 02225** Trenching (Site Electric Only)

**Division 7 – Thermal and Moisture Protection**

**Section 07900** Joint Sealers (Within Like Scope)

**Division 16 – Electrical**

**Section 16010** General Electrical Requirements

**Section 16110** Raceways, Conduits and Trenches

**Section 16121** Conductors and Connectors

**Section 16140** Wiring Devices

**Section 16170** Disconnects

**Section 16180** Combination and Non-Combination Motor Starters

**Section 16400** Panelboards and Fuse Blocks

**Section 16450** Grounding

**Section 16500** Lighting

**Division 17 – Data System**

**Section 17100** Data System (Boxes and Pull Strings Only)

This Package includes all interior and exterior Electrical work in the project and should carefully review specifications and notes listed in all Drawings provided by Sisemore and Burrows & Associates.

This Package includes providing and installing Secondary power from Transformer to Elec 115 and all related excavation / backfilling as shown in A/E Documents and in Coordination with School's provider (OG&E) – SMS has contacted OG&E requesting a project contact to assist with coordination. Primary Power and Approximate Transformer location to be addressed by Addendum.

Temporary Utilities – Electrical Contractor to provide temporary lighting on site at least at OSHA requirements for a safe worksite. Electrical Contractor to provide temporary power, including 220V, for construction consisting of service to Site Office (see next paragraph) and three (3) Temporary Distribution Stations, as directed by the SMS Superintendent.

This Package includes providing and installing electric to SMS Site Office on south side of new building. Includes connecting service and later disconnecting service.

Only "White Tired" lifts will be allowed on the slab. Absolutely NO lifts that leak fluids will not be allowed on site.

No item may hang from the "Toe" or bottom of the Roof Purlins. There can be no concentric load on the Roof Purlins. All items suspended from the Metal Building Structure must be attached to the vertical member of the Roof Purlin, by method approved by the PEMB manufacturer.

This Package includes installing all conduit (in partitions only) with Pull Strings, boxes and power required for the Fire Alarm and Low Voltage (Data) Systems.

This Bid Package is NOT responsible for Cable Trays and Overhead Raceways for Fire Alarm. If needed, these will be included in Bid Package #16: Fire Alarm.

**Bid Package #14A: Plumbing****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 7 – Thermal and Moisture Protection****Section 07900** Joint Sealers (Within Like Scope)**Division 15 – Mechanical****Section 15050** Basic Methods and Requirements (Mechanical)**Section 15400** Plumbing and Piping

This Package includes all interior Plumbing work in the project and should carefully review specifications and notes listed in all the Drawings provided by Sisemore and Burrows & Associates.

This Bid Package includes providing and installing the wall mounted FDC.

Coordination with Site Plumbing (#14B) will be outlined in SMS Bid Clarifications, by Addenda.

Only “White Tired” lifts will be allowed on the slab. Absolutely NO lifts that leak fluids will not be allowed on site.

No item may hang from the “Toe” or bottom of the Roof Purlins. There can be no concentric load on the Roof Purlins. All items suspended from the Metal Building Structure must be attached to the vertical member of the Roof Purlin, by method approved by the PEMB manufacturer.

**Bid Package #14B: Site Plumbing****SMS:****Division 0** – Contract Requirements (All Sections Listed)**Division 1** – General Requirements (All Sections Listed)**MD:****Division 2 – Sitework****Section 02223** Backfilling (Site Plumbing Only)**Section 02225** Trenching (Site Plumbing Only)**Division 7 – Thermal and Moisture Protection****Section 07900** Joint Sealers (Within Like Scope)**Division 15 – Mechanical****Section 15050** Basic Methods and Requirements (Mechanical)**Section 15400** Plumbing and Piping

This Package includes all exterior Plumbing work in the project and should carefully review specifications and notes listed in all the Drawings provided by Sisemore and Burrows & Associates.

This Bid Package includes but is not limited to the following site utilities: stormwater / storm sewer / inlets / structures, exterior plumbing / exterior water lines / exterior sanitary sewer, exterior sprinkler lines / exterior fire lines, exterior gas service, and all related excavation / backfilling / concrete / rock base.

Coordination with Interior Plumbing (#14A) and Sprinkler Systems (Pkg #15) will be outlined in SMS Bid Clarifications, by Addenda.

This Package will include providing water service to a DEQ Approved Frost Free Hose Bib at the Truck Washout Pit.

## **Bid Package #15: Sprinkler Systems**

### **SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

### **MD:**

#### **Division 15 – Mechanical**

**Section 15050** Basic Methods and Requirements (Mechanical)

**Section 15300** Fire Protection Systems (Wet-Pipe and Dry-Pipe Systems)

Coordination with Site Plumbing (Pkg #14B) will be outlined in SMS Bid Clarifications, by Addenda.

This Package will include two (2) Flow Tests needed to verify needed Water Supply. Additional flow tests are beyond the scope of this Bid Package.

This Bid Package includes Sprinkler System designed for and submitted to AHJ – sprinkler design to give priority to HVAC Grill locations (see mechanical drawings) and Light Fixture locations (see architectural drawings).

Only “White Tired” lifts will be allowed on the slab. Absolutely NO lifts that leak fluids will not be allowed on site.

No item may hang from the “Toe” or bottom of the Roof Purlins. There can be no concentric load on the Roof Purlins. All items suspended from the Metal Building Structure must be attached to the vertical member of the Roof Purlin, by method approved by the PEMB manufacturer.

## **Bid Package #16: Fire Alarm**

### **SMS:**

**Division 0** – Contract Requirements (All Sections Listed)

**Division 1** – General Requirements (All Sections Listed)

### **MD:**

#### **Division 7 – Thermal and Moisture Protection**

**Section 07900** Joint Sealers (Within Like Scope)

#### **Division 16 – Electrical**

**Section 16721** Fire Alarm and Emergency Evacuation System

#### **Division 17 – Data System**

**Section 17100** Data System (Fire Alarm Only)

Fire Alarm / Low Voltage (Pkg #16) includes all Fire Alarm in the project.  
Electrical (Pkg #13) to provide and install Boxes and Pull Strings only.

This Bid Package includes Fire Alarm System designed for and submitted to AHJ.

This Bid Package does NOT include cameras intercom, or access control – these will be by Owner.

This Bid Package includes any Cable Trays and Overhead Raceways needed for Fire Alarm.

Only “White Tired” lifts will be allowed on the slab. Absolutely NO lifts that leak fluids will not be allowed on site.

No item may hang from the “Toe” or bottom of the Roof Purlins. There can be no concentric load on the Roof Purlins. All items suspended from the Metal Building Structure must be attached to the vertical member of the Roof Purlin, by method approved by the PEMB manufacturer.

END OF SECTION

**Section 01230  
List of Alternates**

**GENERAL NOTES REGARDING ALTERNATES:**

- **ADDS / DEDUCTS:** Please ensure Amounts written on the Alternate Lines ADD to or DEDUCT from Base Bid – DO NOT INCLUDE BASE BID AMOUNT IN ALTERNATE LINES.
- **BOND:** Include any additional cost for required Bonds in the Alternate(s) amount. While a Bid Bond is not required for Base Bids under \$50K, if acceptance of any Alternate(s) may result in a contract amount over \$50K, include the additional bonding cost in the Alternate Amount.
- **Bidder Responsibility:** Each Bidder for every Bid Package is responsible for reviewing the Alternates for Bid Pricing impact (if any) and including that in your bid. If your Bid Package is not listed under an Alternate that affects your Bid Pricing – it's your responsibility as the bidder to notify CM before questions are due so the Bid Form can be updated.

**During Construction, Change Orders will not be considered for foreseeable Alternate Conditions regardless of Alternate line items shown or not shown under individual Bid Packages on the Bid Form.**

**ALTERNATES**

**I. ALTERNATE #1: Sidewalks / Paving – 1A, 1B, 1C (See Civil Paving Plan, A100)**

**– Bid Package #1: Concrete**

- Base Bid: Concrete for Base Bid Condition –
  - Concrete Paving is limited to 15ft x 40ft at main entry and small porches at ALL exterior doors (including exterior doors on the east side) as well as HVAC Pads.
- Alternate #1A (Sidewalks): Concrete for Alternate Condition –
  - Concrete Paving to include Base Bid + Sidewalks (See Paving Plan).
- Alternate #1B (Parking Lot): Concrete for Alternate Condition –
  - Concrete Paving to include Base Bid + Parking Lot Area including Concrete Wheel Stops, Striping, and Handicap Signs (See Paving Details).
- Alternate #1C (Trickle Channel): Concrete for Alternate Condition –
  - Concrete Paving to include Base Bid + Trickle Channel (See Paving Plan).

## **II. ALTERNATE #2: Wall Finishing / Painting – 2A, 2B, 2C (See A100)**

### **– Bid Package #6: Drywall & Ceilings**

- Base Bid: Drywall Base Bid Condition –
  - Mud, Tape / Bed, and Finish all walls as shown in A/E Documents EXCEPT Hall 101, 3 Classrooms (102/105/106), and Meeting Room 107. Unfinished sheetrock in these rooms.
- Alternate #2A (Hall 101): Drywall for Alternate Condition –
  - Base Bid + Mud, Tape / Bed and Finish walls in Hall 101.
- Alternate #2B (3 Classrooms): Drywall for Alternate Condition –
  - Base Bid + Mud, Tape / Bed and Finish walls in 3 Classrooms (102/105/106).
- Alternate #2C (Meeting Room): Drywall for Alternate Condition –
  - Base Bid + Mud, Tape / Bed and Finish walls in Meeting Room 107.

### **– Bid Package #8: Painting**

- Base Bid: Painting Base Bid Condition –
  - Painting on all walls according to Bidding Documents EXCEPT Hall 101, 3 Classrooms (102/105/106), and Meeting Room 107. No Paint on walls in these rooms.
- Alternate #2A (Hall 101): Painting for Alternate Condition –
  - Base Bid + Painting walls in Hall 101 according to Bidding Documents.
- Alternate #2B (3 Classrooms): Painting for Alternate Condition –
  - Base Bid + Painting walls in 3 Classrooms (102/105/106) according to Bidding Documents.
- Alternate #2C (Meeting Room): Painting for Alternate Condition –
  - Base Bid + Painting walls in Meeting Room 107 according to Bidding Documents.

### III. ALTERNATE #3: Signage – 3A, 3B, 3C (See Section 10420)

#### – Bid Package #4B: Specialties (Material)

- Base Bid: Signage Base Bid Condition –
  - All Signage (Material) in A/E Documents EXCEPT
    - a. Exterior Letters:
      - i. “ALLEN BOWDEN WILDCATS” (2|A200, Section 10420)
      - ii. “WILDCAT CENTER” (3|A200, Section 10420)
    - b. Interior Letters:
      - i. “HOME OF THE WILDCATS” (1|A201, Section 10420)
    - c. Logo Signs:
      - i. Logo Sign #1: “AB WILDCATS” (2|A200, Section 10420)
      - ii. Logo Sign #2: “AB WILDCATS” (3|A200, Section 10420)
- Alternate #3A (Exterior Letters): Signage (Material) for Alternate Condition –
  - Base Bid + Exterior Letters:
    - i. “ALLEN BOWDEN WILDCATS” (2|A200, Section 10420)
    - ii. “WILDCAT CENTER” (3|A200, Section 10420)
- Alternate #3B (Interior Letters): Signage (Material) for Alternate Condition –
  - Base Bid + Interior Letters:
    - i. “HOME OF THE WILDCATS” (1|A201, Section 10420)
- Alternate #3C (Logo Signs): Signage (Material) for Alternate Condition –
  - Base Bid + Logo Signs:
    - i. Logo Sign #1: “AB WILDCATS” (2|A200, Section 10420)
    - ii. Logo Sign #2: “AB WILDCATS” (3|A200, Section 10420)



### III. ALTERNATE #3: Signage – 3A, 3B, 3C (See Section 10420) [CONTINUED]

#### – Bid Package #4C: Doors, HM Frames, Hardware, and Specialties (Install)

- Base Bid: Signage (Install) Base Bid Condition –
  - All Signage (Install) in A/E Documents EXCEPT
    - a. Exterior Letters:
      - i. “ALLEN BOWDEN WILDCATS” (2|A200, Section 10420)
      - ii. “WILDCAT CENTER” (3|A200, Section 10420)
    - b. Interior Letters:
      - i. “HOME OF THE WILDCATS” (1|A201, Section 10420)
    - c. Logo Signs:
      - i. Logo Sign #1: “AB WILDCATS” (2|A200, Section 10420)
      - ii. Logo Sign #2: “AB WILDCATS” (3|A200, Section 10420)
- Alternate #3A (Exterior Letters): Signage (Install) for Alternate Condition –
  - Base Bid + Exterior Letters:
    - i. “ALLEN BOWDEN WILDCATS” (2|A200, Section 10420)
    - ii. “WILDCAT CENTER” (3|A200, Section 10420)
- Alternate #3B (Interior Letters): Signage (Install) for Alternate Condition –
  - Base Bid + Interior Letters:
    - i. “HOME OF THE WILDCATS” (1|A201, Section 10420)
- Alternate #3C (Logo Signs): Signage (Install) for Alternate Condition –
  - Base Bid + Logo Signs:
    - i. Logo Sign #1: “AB WILDCATS” (2|A200, Section 10420)
    - ii. Logo Sign #2: “AB WILDCATS” (3|A200, Section 10420)

#### IV. ALTERNATE #4: Rubber Base (See A001)

- **Bid Package #5: Ceramic Tile**

- Base Bid: Rubber Base for Base Bid Condition –
  - NO Rubber Base in this Bid Package.
- Alternate #4 (Rubber Base): Rubber Base for Alternate Condition –
  - Provide and install Rubber Base as outlined on Room Finish Schedule (RFS) on A001

END OF SECTION



# **SCHILT MANAGEMENT SERVICES, INC.**

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## **Safety program**

**October 2019**

**REVISED 10/30/2019**

## **Reviewed by: Nate Holman, Northeast Tech - 2019**

### **INTRODUCTION**

All firms contracted by our company, because they are employers, are required by the Occupational Safety and Health (OSH) Act of 1970 to provide safe and healthy employment to their employees.

It is also our policy as an employer to be responsible for providing a safe and healthful work environment for employees. Contract work, especially in occupied buildings, may present situations or conditions that may adversely impact the safety and health of employees.

### **RESPONSIBILITIES**

All Trade Contractors personnel responsible for managing contracts will ensure that:

1. Each contractor is provided with warnings of hazards and information about our programs for abating these hazards.
2. Each contractor is informed of our safety, health, and environmental requirements.
3. The work is conducted in a safe and responsible manner in compliance with applicable regulations.

#### **Trade Contracting Officer**

The Trade Contracting Officer will ensure its firm:

1. Meets all applicable federal, state, and local environmental, health, and safety regulations.
2. Provides its employees with the necessary training, medical exams, and safety equipment.
3. Complies with all applicable federal, state, and local regulations and if found in violation of these being grounds for default of the contract.
4. Any employees or individuals contracted with are responsible for meeting all contractual agreements and for providing a safe and healthy workplace for its employees.
5. Provides for frequent and regular safety inspections of the worksites, materials, and equipment by competent employees
6. Notify the SMS Site Superintendent and submit a completed accident report of construction accidents in a timely manner.
7. Notify the SMS Project Manager and/or SMS Site Superintendent of non-formal OSHA complaint notifications and/or OSHA inspection of the jobsite.

8. Provide Competent Personnel For:

- Scaffolding – Trade Contractor – Name of Trade Employee
- Fall Protection – Trade Contractor – Name of Trade Employee
  - An Arresting Plan must be on file in the SMS Job Site Trailer (8-12 Minutes Rescue)
- Earth Work – Trade Contractor – Name of Trade Employee

10. Be aware and vigilant of OSHA Focus 4 Hazards

- Falls
- Caught In Between
- Struck By
- Electrocution

A copy of the Daily Inspection (s), performed by the designated competent personnel, will be on file in the SMS Job Site Office.

**SMS Project Manager**

The Project's Contracting Officer will:

1. Communicate the contractual, statutory, and other environmental, health and safety requirements to the contractor prior to the start of the contract.
2. Ensure that the SMS Health & Safety plan is included in each Bid Package.
3. Ensure that such requirements are addressed in the Request for Solicitation and/or contract paperwork.
4. Ensure that such requirements are observed in coordination with SMS Site Superintendent.
5. Inform the contractor of the requirement to observe all environmental, health, and safety provisions specified in the contract, provided by statutes/regulations or otherwise required prior to the start of the contract.

**SMS Site Superintendent**

The SMS Site Superintendent will:

1. Monitor the contractor's work performance and determine if contractor is complying with the contract health and safety plan and pertinent environmental, health, and safety regulations. Any questions regarding compliance with specific regulations should be referred to the SMS Project Manager.

2. Issue report(s) of noncompliance with a request for immediate corrective action for any condition, which poses a serious or imminent danger to health or safety, to the contractor in coordination with the SMS Project Manager.
3. Notify the SMS Project Manager immediately of construction accidents and provide him with a copy of the contractor's accident reports.
4. Notify the SMS Project Manager immediately of an OSHA complaint and/or inspection of contractor's jobsite.
5. Keep an OSHA-Compliant First Aid Kit available and accessible on the Job Site during working hours

### **On-Site Safety Meeting (for each Contractor)**

#### **Prior to Construction:**

Representative of each contractor shall meet with SMS Site Superintendent prior to the start of construction for the purpose of reviewing safety requirements and discussing implementation of all health and safety provisions pertinent to the work under contract.

#### **During Construction:**

The SMS Site Superintendent will schedule regular On-Site Safety Meetings. All workers on-site will be required to attend.

#### **SDS / Hazcom**

The Contractor will review their site-specific safety and health plan with the SMS Site Superintendent as well as review all required safety data sheets (SDS) submitted for proposed products to be used by the Contractor.

The Contractor is required by OSHA standards, most notably 29 CFR 1910.1200, Hazard Communication Standard, to provide information to the SMS Site Superintendent on the hazards present at the work site.

#### **Fire Prevention and Protection**

The contractor shall prepare and carry out an effective fire protection and prevention plan, including provisions for the fire protection and suppression equipment set forth in this section. This plan is included in the Contractor's bid package and will cover the following:

Housekeeping - Good housekeeping, with provision for prompt removal and disposal of accumulations of combustible scrap and debris, shall be maintained in all areas of the jobsite. Self-closing metal containers shall be used for disposal of waste saturated with flammable liquids.

Codes and regulations - The contractor shall comply with the requirements published in the current revisions of the National Electrical Code, National Electrical Safety Code, and the National Fire Protection Association standards.

Smoking - Smoking or other sources of ignition shall not be permitted in areas where flammable or explosive materials are stored or are present. There is a no smoking policy in effect within all our facilities. All such areas shall be conspicuously posted by the Contractor:

### **NO SMOKING OR OPEN FLAMES**

Fires - Fires and open flame devices shall not be left unattended unless protected with automatic temperature control and cutoff devices.

Cleaning and degreasing - Gasoline and liquids with a flash point below 100 degrees Fahrenheit shall not be used for cleaning and degreasing.

House Cleaning & Cleanup:

Trades are expected to clean up after themselves on a daily basis. if you create it; you clean it

If the trash is allowed to accumulate, Trade Contractor will be reminded via a written notice of violation. No remedy by Trade Contractor will result in SMS hiring Clean Up personal at Trade Contractor expense. See Article 11 of contract.

Building exits - All buildings, shops, and plant facilities in which employees are required to work shall have at least two well-marked and lighted exits. The two exits shall be arranged to minimize the possibility of both exits being rendered inaccessible by one fire or emergency condition.

Fire extinguishers - Distinctly marked ABC fire extinguishers shall be suitably placed as follows:

1. One for each 3,000 square feet of building area or major fraction thereof. Travel distance from any point of protected area to nearest extinguisher shall not exceed 100 feet.
2. One or more on each floor of buildings with at least one located adjacent to each stairway.
3. At least one located outside but not more than 10 feet from the door opening into any room used for storage of more than 60 gallons of flammable or combustible liquids.
4. At least one located not less than 25 feet, or more than 75 feet from any outside flammable or combustible liquid storage area.
5. At least one within 50 feet of wherever more than 5 gallons of flammable or combustible liquids or 5 pounds of flammable gas is being used.

### **Noncompliance with Safety and Health Requirements**

During the course of the contract, situations of non-compliance with the SMS Health and Safety Plan requirements, will be brought to the attention of the Contractor verbally and will

immediately be followed-up in writing by SMS. Failure by the Contractor to correct the violation or continued violations shall be grounds for SMS removal of the responsible individual(s) and up to termination of the contract.

SMS will be implementing a three-strike policy at the jobsite. Anyone found in violation three times will be asked to leave the jobsite.

### **Safety Training**

The contractor must ensure that its employees have completed appropriate health and safety training when required by statute/regulation and provide documentation of such training when required by the contract.

### **Medical Clearance**

The contractor must ensure that its employees have appropriate medical clearance when required either by governmental regulations or by our company's requirements. Copies of medical clearance for contractor personnel are required to be presented as specified by the contract.

The Project Officer and the Safety Manager shall determine if additional medical requirements (i.e., Blood serum samples, immunizations) are required for contractor personnel prior to the start of work.

### **Incident Reporting**

SMS will participate with contractors in the investigations of incidents resulting in injury/illness and/or damage or loss of property and also near misses.

### **Safety and Personal Protective Equipment**

Unless otherwise specified, the contractor is responsible for providing all necessary safety and personal protective equipment (PPE) needed by its employees. This equipment must meet appropriate OSHA requirements and be in good working order.

The contractor shall ensure that its employees have received appropriate training on the use and maintenance of safety and PPE prior to its use.

PPE – Personal Protection Equipment:

1. Hard Hats: Hard hats will be required onsite until ceiling tiles have been dropped.
2. High Visibility: High Visible will be worn when working in close proximity of machinery.
3. Face and Hearing Protection: Safety Glass/Face Shields and Ear Plugs will be worn when needed.
4. Boots/Clothing: Work Boots are required; no sleeveless/muscle shirts will be allowed.



**Severe Weather Policy**

No exterior work will be allowed if Lightning Strikes are 10 miles or less from the Job Site.  
Work will be shut down for at least 30 minutes past the last strike.