



PROJECT MANUAL

October 05, 2022

KITCHEN EQUIPMENT AT VARIOUS SITES, PHASE II

BID PACKAGE

**BIDDING DOCUMENTS
PROJECT SPECIFICATIONS**

**INDEPENDENT SCHOOL DISTRICT NO. ONE
TULSA OKLAHOMA**

**Chris Hudgins, Executive Director Bond Projects
Charles C. Mason Education Service Center
3027 South New Haven
Tulsa, Oklahoma 74147-0208
Telephone (918) 746-6684, Fax Number (918) 746-6597**

TULSA PUBLIC SCHOOLS

BID DOCUMENTS

SPECIFICATIONS AND DETAILS

For

KITCHEN EQUIPMENT

AT

VARIOUS SITES, PHASE II

BID OPENING DATE.....October 26, 2022

BID TIME.....2:00 PM

NOTICE TO BIDDERS

Before submitting a bid, the Contractor shall carefully examine each of the school sites indicated above, paying particular attention to the existing conditions.

The specific bid documents defining the work involved on each project along with Tulsa Public Schools' specifications and details form the basis of the work done and are to be included with the successful bidder.

PROJECT MANUAL
DIVISION 00 - INTRODUCTORY INFORMATION AND BIDDING
DOCUMENTS

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THE FOLLOWING DOCUMENTS ARE NOT FOUND IN THE PROJECT MANUAL BID PACKET BUT ARE REQUIRED TO BE A PART OF THE CONTRACT – ON FILE AT OWNER'S OFFICE FOR BIDDER'S INSPECTION UPON REQUEST.

Owner-Contractor Agreement
Work Order
Tax Exempt State

**SECTION 00010
SOLICITATION AND NOTICE FOR BIDS**

Sealed Bids in duplicate for **TULSA PUBLIC SCHOOLS – KITCHEN EQUIPMENT AT VARIOUS SITES** will be received and publicly opened and read aloud by INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA COUNTY, OKLAHOMA, hereinafter referred to as "Owner," in Rm 457 , Education Service Center, 3027 S. New Haven Ave, Tulsa, OK, 74114 until **2:00 PM, OCTOBER 26 , 2022.**

The bidding process will be in compliance with the Public Competitive Bidding Act of 1974. Bids must be accompanied by a bid security in the amount of 5% of the bid. By this notice, all provisions of the act apply to this project and are incorporated into notice by reference.

Upon receipt of an acceptable bid, the contract will be awarded within thirty days after the opening of bids and the written contract executed within sixty days thereafter.

Contractor qualification statement must be submitted **seven (7)** calendar days prior to bid date to the Owner, if not currently on file.

Attention is called to the fact that a designated completion date for this project site will be established based on the number of calendar days, as stated in the accepted bid, required to complete the Project work. There will be a \$2500 Liquidated Damages Clause for each day the contract is not completed. The scheduled completion date will be a very significant and material factor to the owner when selecting the Lowest Responsible Bid. Each Bidder must include (in the space provided on the Bid Form) the number of calendar days, which the Bidder will require to complete the specified Project.

Failure to comply with the above bid requirements will result in return of unopened Bid Proposal.

Design consultant is Rocky Strum

Bid Documents may be obtained from:

<http://www.tulsaschools.org/connect-with-us/partner-with-us/bond-bids>

Owner reserves the right to reject any or all bids and to waive informalities or minor irregularities in any bid.

INDEPENDENT SCHOOL DISTRICT NUMBER ONE OF TULSA
COUNTY OKLAHOMA

By Ms. Stacey Woolley, Board President

ATTEST:

By Sarah Bozone, Clerk

SECTION 00020

INSURANCE REQUIREMENTS

Contractor shall obtain insurance of the types and in the amounts described below. The insurance shall be written by insurance companies and on forms acceptable to Owner.

1). Commercial General and Excess Liability or Umbrella Liability Insurance:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial excess liability or umbrella insurance with a limit of not less than \$1,000,000 each occurrence. CGL insurance should contain a general aggregate with a \$2,000,000 limit and should apply separately to the Project.

- a) CGL insurance shall be written on an ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, at a minimum, contractual liability equivalent to an intermediate form of contractual liability insurance, products/completed operations and personal injury and advertising injury.
- b) Owner shall be included as an additional insured on the CGL policy, using ISO Additional Insured Endorsement CG 20101185 or a substitute providing equivalent coverage, and under the commercial excess liability or umbrella, if any. This insurance, including insurance provided under the commercial excess liability or umbrella, if any, shall apply as primary insurance with respect to any other insurance or self insurance programs afforded to or maintained by Owner.
- c) There shall be no endorsement or modification of the CGL policy limiting the scope of coverage for liability arising from pollution, explosion, collapse or underground property damage.
- d) **Waiver of Subrogation.** Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damagers are covered by the commercial general liability, excess liability or umbrella liability insurance maintained pursuant to this agreement.

2). Business Auto and Excess Liability or Umbrella Liability Insurance:

Contractor shall maintain business auto liability and, if necessary, excess liability or umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

- a) Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
- b) Business auto coverage shall be written on an ISO form. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- c) If the Contract Documents require Contractor to remove and haul hazardous waste from the project site or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided on the ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
- d) **Waiver of Subrogation.** Contractor waives all rights against the Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability, excess liability or umbrella liability insurance obtained by Contractor pursuant to this Agreement or under any applicable auto physical damage coverage.

3). Workers Compensation Insurance

Contractors shall maintain workers compensation and employer's liability insurance.

- a) The employer's liability, and if necessary excess liability or umbrella insurance limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

- b) The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

4). Property Insurance

- a) Contractor shall purchase and maintain in force Builders Risk insurance for the entire Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis and shall be written on a completed value form.
- b) The insurance as required in subparagraph (a) shall name as insured the Owner, Contractor and all subcontractors and sub-subcontractors on the Project. The insurance policy shall contain a provision that the insurance will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.
- c) The insurance as required in Subparagraph (a) shall cover the entire Work as outlined in the project specifications and shall also cover portions of the Work located away from the site but intended for use at the site and shall also cover portions of the Work in transit. The policy shall include as insured property scaffolding, false work and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition, as any is made legally necessary by the operation of any law, ordinance or regulation.
- d) The insurance as required by this Paragraph shall be written to cover all risks of physical loss except those specifically excluded in the policy and shall inure at least against the perils of fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, theft, vandalism, malicious mischief and collapse.
- e) Any deductible applicable to the insurance purchased in compliance with this Paragraph shall be paid by Owner.
- f) Before the commencement of Work, Contractor shall provide Owner a copy the insurance policy obtained in compliance with this Paragraph.
- g) **Waiver of Subrogation.** Owner and Contractor waive all rights against each other and each of their subcontractors, sub-subcontractors, officer, directors, agents and employees for recovery for damages caused by fire and other perils to the extent covered by builders' risk or property insurance purchased pursuant to the requirements of this Paragraph 4 or any other property insurance applicable to the Work.
- h) Partial occupancy or use of the Work shall not commence until the insurance company or companies providing insurance as required in this Paragraph have consented to such partial occupancy or use. Owner and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse or reduction of insurance.

5). Evidence of Insurance

Prior to commencing the Work, Contractor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, setting out compliance with the insurance requirements set forth above.

- a) All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referenced to herein.
- b) The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the cancellation provision of all certificates provided by the Contractor.
- c) Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- d) Owner shall have the right, but not the obligation to prohibit Contractor or any subcontractor from entering the Project site unit such certificates or other evidence that insurance has been placed in the complete compliance with these requirements is received and approved by the Owner.

- e) Failure to maintain the insurance in this Insurance Requirement Section shall constitute an event of default pursuant to this Agreement and shall allow Owner to terminate this Agreement to Owner's option. If Contractor fails to maintain the insurance set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
- f) Contractor shall provide certified copies of all insurance policies required above within 10 working days of Owner's written request for said copies.

6). General Insurance Provisions

- a) No Representation of Coverage Adequacy. By requiring the insurance as set out in the Insurance Requirement Section, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Agreement or any other provision of the Contract documents.
- b) Cross Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision or a substantially similar clause, they shall be endorsed to provide cross liability coverage.
- c) The insurance requirements set out in this Insurance Requirement Section are independent from all other obligations of Contractor under this Agreement and apply whether or not required by any other provision of this Agreement.
- d) Subcontractor's Insurance. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in the Insurance Requirement Section. When requested by the Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor.

END OF SECTION

SECTION 00020

INSURANCE REQUIREMENTS

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- a) CGL insurance shall be written on an ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, at a minimum, contractual liability equivalent to an intermediate form of contractual liability insurance, products/completed operations and personal injury and advertising injury.
- b) Owner shall be included as an additional insured on the CGL policy, using ISO Additional Insured Endorsement CG 20101185 or a substitute providing equivalent coverage, and under the commercial excess liability or umbrella, if any. This insurance, including insurance provided under the commercial excess liability or umbrella, if any, shall apply as primary insurance with respect to any other insurance or self insurance programs afforded to or maintained by Owner.
- c) There shall be no endorsement or modification of the CGL policy limiting the scope of coverage for liability arising from pollution, explosion, collapse or underground property damage.
- d) **Waiver of Subrogation.** Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damagers are covered by the commercial general liability, excess liability or umbrella liability insurance maintained pursuant to this agreement.

2). Business Auto and Excess Liability or Umbrella Liability Insurance:

Contractor shall maintain business auto liability and, if necessary, excess liability or umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

- a) Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
- b) Business auto coverage shall be written on an ISO form. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- c) If the Contract Documents require Contractor to remove and haul hazardous waste from the project site or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided on the ISO Pollution Liability Broadened Coverage for Covered Autos Endorsement (CA 99 48) shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.
- d) **Waiver of Subrogation.** Contractor waives all rights against the Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability, excess liability or umbrella liability insurance obtained by Contractor pursuant to this Agreement or under any applicable auto physical damage coverage.

3). Workers Compensation Insurance

Contractors shall maintain workers compensation and employer's liability insurance.

- a) The employer's liability, and if necessary excess liability or umbrella insurance limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

- b) The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

4). Property Insurance

- a) Contractor shall purchase and maintain in force Builders Risk insurance for the entire Work. Such insurance shall be written in an amount at least equal to the initial contract sum as well as subsequent modifications of that sum. The insurance shall apply on a replacement cost basis and shall be written on a completed value form.
- b) The insurance as required in subparagraph (a) shall name as insured the Owner, Contractor and all subcontractors and sub-subcontractors on the Project. The insurance policy shall contain a provision that the insurance will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.
- c) The insurance as required in Subparagraph (a) shall cover the entire Work as outlined in the project specifications and shall also cover portions of the Work located away from the site but intended for use at the site and shall also cover portions of the Work in transit. The policy shall include as insured property scaffolding, false work and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition, as any is made legally necessary by the operation of any law, ordinance or regulation.
- d) The insurance as required by this Paragraph shall be written to cover all risks of physical loss except those specifically excluded in the policy and shall inure at least against the perils of fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, theft, vandalism, malicious mischief and collapse.
- e) Any deductible applicable to the insurance purchased in compliance with this Paragraph shall be paid by Owner.
- f) Before the commencement of Work, Contractor shall provide Owner a copy the insurance policy obtained in compliance with this Paragraph.
- g) **Waiver of Subrogation.** Owner and Contractor waive all rights against each other and each of their subcontractors, sub-subcontractors, officer, directors, agents and employees for recovery for damages caused by fire and other perils to the extent covered by builders' risk or property insurance purchased pursuant to the requirements of this Paragraph 4 or any other property insurance applicable to the Work.
- h) Partial occupancy or use of the Work shall not commence until the insurance company or companies providing insurance as required in this Paragraph have consented to such partial occupancy or use. Owner and Contractor shall take reasonable steps to obtain consent of the insurance company or companies and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the Work that could lead to cancellation, lapse or reduction of insurance.

5). Evidence of Insurance

Prior to commencing the Work, Contractor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, setting out compliance with the insurance requirements set forth above.

- a) All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referenced to herein.
- b) The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the cancellation provision of all certificates provided by the Contractor.
- c) Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- d) Owner shall have the right, but not the obligation to prohibit Contractor or any subcontractor from entering the Project site unit such certificates or other evidence that insurance has been placed in the complete compliance with these requirements is received and approved by the Owner.

- e) Failure to maintain the insurance in this Insurance Requirement Section shall constitute an event of default pursuant to this Agreement and shall allow Owner to terminate this Agreement to Owner's option. If Contractor fails to maintain the insurance set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
- f) Contractor shall provide certified copies of all insurance policies required above within 10 working days of Owner's written request for said copies.

6). General Insurance Provisions

- a) No Representation of Coverage Adequacy. By requiring the insurance as set out in the Insurance Requirement Section, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Agreement or any other provision of the Contract documents.
- b) Cross Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insureds provision or a substantially similar clause, they shall be endorsed to provide cross liability coverage.
- c) The insurance requirements set out in this Insurance Requirement Section are independent from all other obligations of Contractor under this Agreement and apply whether or not required by any other provision of this Agreement.
- d) Subcontractor's Insurance. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in the Insurance Requirement Section. When requested by the Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor.

END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

SCOPE:

1. GENERAL CONDITIONS:

Standard form "General Conditions of the Contract for Construction," The American Institute of Architects, Document A201, Fourteenth Edition, 1997, ("General Conditions") shall apply to the Work, except insofar as the General Conditions are modified, amended, waived, or changed by these Supplementary General Conditions. The following paragraph numbers refer to the paragraphs in the above referenced "General Conditions":

- (a) Paragraph 1. 1. 1: The last sentence is amended to read as follows: "The Contract Documents include the advertisement or invitation to bid, notice to bidders, instructions to bidders, sample forms, the Contractor's bid or proposal, any addenda relating to the foregoing and any other documents specifically enumerated in the Owner-Contractor Agreement."
- (b) Paragraph 3.7. 1. is amended to read as follows: "When applicable, Contractor shall secure all permits, licenses and inspections necessary for the proper execution and completion of the Work. Owner will not reimburse Contractor for any fees paid by Contractor for permits and inspections."
- (c) Paragraph 13.6.1 is amended to read as follows: "Any moneys not paid within thirty (30) days after they become due and payable under the terms of this Contract shall bear interest at the rate of six percent (6%) per annum from and after said thirty (30) day period."
- (d) Paragraph 8.3.1 is amended to read as follows: "The Contractor shall not be entitled to compensation for any loss, cost or expense, sustained by reason of delay in completion of the Work from any cause whatever."
- (e) Paragraph 11.3.1 is amended to read as follows: "The Contractor shall purchase and maintain, at Contractor's expense, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in the Work and shall insure against perils of fire and extended coverage on a 'broad-form, all risk' basis for physical loss of damage, including theft, vandalism and malicious mischief. Such insurance shall be purchased from a carrier licensed to do business in the State of Oklahoma. Certificates of such insurance shall be delivered to the Department Manager of Building Planning, Maintenance and Plant Operations of Owner prior to commencement of the Work. Said certificates shall provide that the carrier must give Owner at least thirty (30) days prior written notice before cancellation or reduction of the coverage for any reason. If not covered by the above insurance, Contractor shall also purchase and maintain similar coverage on portions of the Work stored off site or in transit when such portions of the Work are to be included in an Application for Payment under Subparagraph 9.3.2. Until substantial completion of the Work, all risk of loss shall be upon Contractor."
- (f) Paragraph 11.3.4 is eliminated.
- (g) Paragraph 3.6.1 is amended by adding the following "Contractor assumes full responsibility for the payment of all contributions and payroll taxes (State and Federal) for all employees engaged on the Work and provide proof of worker compensation coverage for all employees."

2. **DEFINITIONS:**

Wherever the words herein defined, or pronouns used in the stead, occur in this contract and these specifications, they shall have the meanings herein given.

(a) The word "OWNER" shall mean the Independent School District Number One of Tulsa County, Oklahoma, a public corporation.

(b) The word "CONTRACTOR" shall mean the person, persons, Partnership, company, firm or corporation entering into the contract for the performance of the Work, and the legal representative of said party, or agent appointed to act for said party in the performance of the Work.

(c) The word "SURETY" or "SURETIES" shall mean the bondsman or party of parties who have made sure the fulfillment of the requirement of the contract by bonds, including the Payment Bond, and whose signatures are attached to said bonds.

(d) The word "ADVERTISEMENT" shall mean all of the legal publications pertaining to the Work.

(e) The word "SPECIFICATIONS" shall mean, collectively, all of the terms and stipulations contained in those portions of the contract known as Instructions to Bidders, General, Mechanical and Electrical Specifications.

(f) The word "PLAN" shall mean, collectively, all of the drawings pertaining to the contract and made part thereof, and also such supplementary drawings as may be issued from time to time in order to elucidate the drawings or for the purpose of showing changes in the Work as authorized under the section "Changes and Alterations," or for showing details which are not shown thereon.

(e) The words "CONTRACT PRICE" shall mean either the unit prices or unit price, or lump sum price, named in the contract or the total of all payments according to schedule or prices in the contract, as the case may be.

(h) The word "BID" or "BIDS" shall mean the written statements duly filed with the Clerk of Independent School District Number One of Tulsa County, Oklahoma, for the person or persons, partnership, company, firm or corporation proposing to do the Work and furnish materials called for on plans at the prices named on said statement.

(i) The word "CALENDAR DAYS" shall mean the actual days to complete the contract excluding days due to inclement weather.

3. **BONDS:**

If the Contract Price is in excess of **\$50,000.00**, Contractor will furnish the following bonds: (i) a Payment Bond (the "statutory" bond required by Section I of Title 61, Okla. Stat., as amended) in an amount equal to 100% of the Contract Price; and (ii) a Performance Bond in such form as directed by Owner in an amount equal to 100% of the Contract Price for work on the project(s) as security for the proper and prompt completion of the Work in accordance with the contract and bidding documents; and (iii) a Warranty Bond in an amount equal to 100% of the Contract Price for work on the project(s) to protect Owner against defects in workmanship and materials for a period of one (1) year from Owner's acceptance of the Project(s). The Surety on all bonds of the successful bidder must be approved in the Treasury Department Circular 570. If the Surety Company is not on the list, those bids shall be rejected.

Where the Contract Price is **\$50,000.00** or less, the above bonds will not be required. However, in lieu of the Payment Bond, as to contracts where the Contract Price is **\$25,000.00** or less, Contractor shall submit an affidavit of the payment of all indebtedness incurred by the Contractor, Subcontractors, and all material men for labor, material, rental of machinery or equipment and repair of and parts for equipment as are used or consumed in the performance of the contract. The execution of the affidavit with knowledge that any of the contents of the affidavit are false, upon conviction, shall constitute perjury, punishable as provided by

law. Copies of the affidavit form may be obtained from the Facilities Bond Office Room 201 South, Charles C. Mason Education Service Center, 3027 South New Haven Avenue, Tulsa, Oklahoma, 74147.

4. **CORPORATE SURETY BONDS:**

To be acceptable, a corporate surety bond (including both a bid bond and the payment/performance/warranty bonds of the successful bidder) must be signed by BOTH the bidder, as principal, and by a properly authorized representative of the bonding company. If the bonding company is a corporation, the bond must have attached a power of attorney from the corporation authorizing the person signing the bond on behalf of the bonding company to sign bonds for the bonding company. Only original executed instruments will be acceptable.

The corporate surety issuing the bond must be licensed by the Oklahoma State Insurance Commissioner to issue corporate surety bonds in the State of Oklahoma. The Owner reserves the right to require the bidder to submit evidence that the corporate Surety Company is so authorized. The Corporate Surety on all bonds of the successful bidder must be approved in the Treasury Departments Circular 570. If the Surety Company is not on the list, those bids shall be rejected. A bond written by an "offshore" (non-United States) surety company will not be acceptable.

5. **SPECIFICATIONS REGARDING EQUALS:**

It is not the intent of these documents to have closed specifications and the brand names shown are the desired materials to be used. The name of a certain brand makes, or manufacturer does not restrict proposals to the specified brand, make or manufacturer named unless a brand, model or manufacturer is labeled "No Substitution" in the bid. It is not intended to exclude other products, but to convey the type, functional characteristics and quality of the item desired. Any item that the Owner, in its sole discretion, determines and approves to be the equal of that specified considering quality, workmanship, economy of operation and suitability for the purpose intended will be considered. Thus "equal" products of other manufacturers may be considered if the products meet or exceed the stated specifications, and if a detailed explanation of a claim of equivalency is submitted five (5) days prior to the bid opening. It will be the responsibility of the Bidder to provide data on all products so that the Owner can compare.

6. **COMPLETION:**

Upon completion of the project, the Contractor will notify Owner and Owner's Representative will make a final inspection of the work. The project shall be completed in good and workmanlike manner and to the satisfaction of the Owner.

7. **ETHICS IN PUBLIC CONTRACTING:**

By submitting their bid, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

8. **NON-DISCRIMINATION:**

Contractor agrees Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff-, or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause.

9. ERRORS OR OMISSIONS:

The Bidder shall not be allowed to take advantage of any errors or omissions in the specifications. Where they occur, the Bidder shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported before bids are submitted.

10. BID FORM:

The bid MUST be submitted on the bid form provided in the bid packet. A Xerox copy of this bid form is acceptable. All blanks must be completed.

END OF SECTION

SECTION 00110

SPECIAL CONDITIONS OF THE CONTRACT

The following conditions also apply to this contract:

1. **WORK COVERED UNDER THE CONTRACT:**

The scope of the work consists of all new materials, tools, equipment, labor and services, to complete the **KITCHEN EQUIPMENT AT VARIOUS, PHASE II** listed in the "Solicitation and Notice for Bids" in accordance with the "Form of Proposal" and as indicated by the Drawings and by the Specifications included in this Project Manual.

2. **MATERIALS AND EQUIPMENT:**

All material and equipment utilized shall be in conformance with these Specifications and with good Standards of practice and shall meet or exceed the latest applicable industry standards such as A.S.T.M., Standards and Specifications along with all applicable local and national codes and ordinances, including B.O.C.A, N.E.C. and N.F.P.A.

Failure to comply with the terms and conditions of this solicitation or to deliver equipment, supplies or services identified in the Solicitation and Contract at the discount quoted will void the contract award. In the case of failure to deliver goods or provide services in accordance with the contract terms and conditions, Owner, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs.

3. **CONTRACT METHOD:**

The method of Contract and Management shall be in accordance with the Owner's requirements and guidelines set forth at the time the Contract is signed, and a Work Order issued.

4. **CONTRACT ADMINISTRATOR:**

This individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor to schedule and coordinate the performance of services and to provide general direction under the resulting contract. The following individual is identified to use all powers under the contract to enforce its faithful performance for the Owner: **Chris Hudgins**, Project Supervisor, (918) 746-6684.

5. **PRIORITIES AND WORK SEQUENCE:**

The priority will be furnished by the Owner to the successful bidder at the Issuance of the Work Order. Completion of the project(s) in a timely manner is critical. The bidder is required to give the actual number of days to complete each project. Timing will be a consideration in determining the successful bidder.

6. **CONTRACTOR'S USE OF PREMISES:**

The contractor shall also furnish a schedule of intended workdays to the owner through the Department of Building Planning prior to commencing the work at any site and keep all parties informed of any adjustments made necessary by changes of shipping schedules or other causes.

Permission must be obtained from the Owner for temporary use of electric power, water, toilet facilities or other utilities. The Owner's approval must also be obtained for the exact on-site location

of any storage of materials, tools or equipment. Owner assumes no responsibility for items stored on school property.

Demolition items and/or debris shall be hauled away from the site after each day's activity and the site always maintained in a clean condition free of any build-up of objectionable scraps, waste material or refuse.

7. **OWNER OCCUPANCY AND PROTECTION OF PROPERTY:**

The owner's Site-based Personnel may occupy the site. Therefore, it may be necessary to erect a system of barricades or markers to direct traffic away from the area of each day's operations. The Contractor shall protect and safeguard against damage to all adjacent or nearby surfaces, materials, hardware, glass, furnishings, signage or other site improvements and/or vehicles if in the area of intended loading and unloading operations.

8. **SALES TAX:** (None Required)

The Owner will issue such Documents as necessary to exempt the sales tax upon execution of a contract for the Project(s); therefore, the Contractors are advised to omit the State Sales Tax when preparing their Bid.

9. **PROJECT START-UP:**

The contractor is advised to notify the Owner well in advance of commencing the work on the site.

10. **KNOWLEDGE OF SITE AND SCOPE OF WORK REQUIREMENTS:**

All Contractors shall visit the site on which work is proposed and become thoroughly familiar with the existing conditions and with the Bid Documents and the Scope of the Work included prior to submitting their bid. Sign in at the main office when visiting the site(s).

11. **SUBMITTALS AND CLOSING PROCEDURES:**

(Other than Start-up Contract Requirements such as Certificates of Insurance, Bonds, Etc.)

A. Submit Schedules of intended workdays and activity planned for each Site after receiving Owner's Project Priority list prior to commencing work. **Shop drawings and/or product data and samples** shall be submitted to Tulsa Public Schools' Building Planning department covering all Items in the Scope of Work **for approval prior to manufacture** shipment and installation at the project site. Submit the number of copies, which the contractor requires plus one copy, which will be retained by Tulsa Public Schools' Building Planning Department. Furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and re-prime as required. Notify the architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

B. Unless the contract stipulates "Payment upon Completion" of the project or another method of payment; during Progress of the work, submit a separate "Application and Certificate for Payment"-AIA Document G702 on or about the 25th day of each month for work performed in that same month. A 10% retainage shall be calculated and withheld from each Pay Application until the project is completed and accepted by Owner.

C. Upon Final Completion and Final Acceptance by Owner, submit the following prepared and properly signed Closing Documents:

1. Certificate of Substantial Completion
(AIA Document G704)
2. Final Application and Certificate for Payment
(AIA Document G702)
3. Contractor's Affidavit of Payment of Debts
and Claims (AIA Document G706)
4. Contractor's Affidavit of Release of Liens
(AIA Document G706A)
5. Consent of Surety Company to Final Payment
(AIA Document G707)
6. Contractor's Affidavit Pursuant to Title 61
O.S.- Optional in lieu of items 3 above.
7. Contractor's Written Warranty for one (1) year against defects in Material or
Workmanship.

12. SUBSTITUTIONS AND DEVIATIONS FROM THE SPECIFICATIONS:

Substitutions prior to Bid are covered under Paragraph 6 "Instructions to Bidders". Any substitution or deviation from the specifications must be by Owner's prior approval and accepted by an approved change order stipulating the change in price and change in construction time, if any.

13. OWNER'S RIGHT TO REJECT BIDS:

The Owner reserves the right to reject any or all bids and to waive minor irregularities in any bid. In addition, Bidders should recognize the right of the Owner to reject a bid if said bidder fails to provide any data required in the bid or if the bid is in any way incomplete.

14. FINAL CLEANING:

- A. Execute prior to final inspection.
- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances and polish transparent and glossy surfaces. Clean equipment and fixtures, sweep and vacuum interior areas and rake clean exterior areas. Remove waste and surplus materials, rubbish and construction facilities from the Project and from the site.

15. SPECIAL TERMS AND CONDITIONS:

- 15.1 Testing and Inspections: Owner reserves the right to conduct any test or inspection it may deem advisable to assure supplies and services conform to specifications.
- 15.2 Proprietary Indemnity: Bidder warrants that the system, each part of the system, and all other products and services used by or furnished by bidder, do not infringe upon or violate any patent, copyright, trade, secret, trademark, or any other proprietary right of any third party. In the event of claim against Owner, Owner shall promptly notify vendor and vendor shall defend and indemnify Owner against any loss, cost expense, claim, or liability arising out of such claim, whether or not such claim is successful.

- 15.3 Patent and Copyright Materials: Unless otherwise expressly provided in a contract, bidder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
- 15.4 Audit: Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment or until audited by the owner, whichever is sooner. Owner, its authorized agents and/or auditors reserve the right to perform or have performed an audit of contractor's records and therefore shall have full access to the right to examine any of said materials within those five years.
- 15.5 Open Records: Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this bid shall belong exclusively to Owner and be subject to inspections in accordance with the Oklahoma Open Records Act.
- 15.6 Contractor Compliance: Contractor shall comply with all procedural instructions that may be issued from time to time by Owner; however, the terms and conditions of the contract will not change:
- 15.7 Lead Based Paint: Contractor shall be certified and follow work practices established under the UPA Renovation, Repairing and Painting Program applicable to schools when performing any work which will disturb interior or exterior lead-based surface coatings in buildings constructed before 1978. All such work shall be performed in compliance with 40 CFR Part 745.

END OF SECTION

SECTION 00120

SUPPLEMENTAL CONDITIONS TO THE CONTRACT

(References are to Articles, Paragraphs, Subparagraphs and Clauses of the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition)

4.3.1 **Delete** entire Subparagraph, and substitute the following:

"Definition"

"A Claim is any demand or assertion by the Contractor that it should be paid more money than the Contract Sum, as adjusted under the Change Order provisions herein, by the Owner because of action or inaction on the part of Owner, Program Manager, Architect, or any party for whom Owner is responsible, or any party with whom Owner has separately contracted for other portions of the Project, including, but not limited to, any demand or assertion that Contractor's performance has been delayed, interrupted or interfered with, that Contractor's performance has been accelerated or suspended, that Contractor's performance has been wrongfully terminated, that the Contract Documents have been misinterpreted, that there has been a failure of payment, that Contractor has encountered concealed or unknown conditions, that Contractor has encountered hazardous materials, that there are problems with the Contract Documents, or the timing of Architectural approvals or decisions, that actions of the Owner have been intentionally wrongful or deceptive, that Owner is directly or indirectly guilty of negligence or an intentional tort related in any way to the Work, that the amount of time or money granted in a Construction Change Directive is inadequate, that an item treated as a minor change in the Work should have been treated as a Change Order, that a time extension grant was inadequate, or that Contractor is entitled to any other relief, on any legal theory, related to the Work and the Contract."

"Notice Requirement"

"Within five (5) days of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, or within five (5) days of Contractor's discovery of the first occurrence of an event that Contractor has any reason to believe might result in a Claim, if the first occurrence of the event was willfully hidden from the Contractor, the Contractor shall file a written document clearly captioned "Notice of Claim" with Tulsa Public Schools, Program Manager and the Architect. The notice shall clearly set out the specific matter of complaint, and the impact or damages which may occur or have occurred as a result thereof, to the extent the impact or damages can be assessed at the time of the notice. If the impact or damages cannot be assessed as of the date of the notice, the notice shall be amended at the earliest date this is reasonably possible."

Add the following Subparagraph:

"Any claim or portion of a Claim that has not been made the specific subject of a notice strictly in accordance with the requirements of this section shall be waived. It is imperative that Owner have timely, specific notice of any subject, the impact of which Owner may be in a position to mitigate."

4.3.3 **Add** the following sentences:

"Claims Handling During Construction. After receipt of a Notice of Claim, the Owner may elect to refer the matter to the Architect, Program Manager or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem and shall furnish any reasonable factual backup for the Claim requested. The Owner may also elect to defer

consideration of the Claim until the Work is completed, in which case the same review options shall be available to the Owner at the completion of the Work. At any stage the Owner is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and if this reference is made Contractor and the Owner will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract."

4.3.6.1 **Add** the following Subparagraph:

"Calculating Claim Amount"

"In calculating the amount of any Claim, the following standards will apply:

- .1 No indirect or consequential damages will be allowed.
- .2 All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to shown damages indirectly.
- .3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- .4 The maximum daily limit on any recovery for delay shall be the amount estimated by the Contractor for job overhead costs divided by the total number of calendar days of Contract Time called for in the original Contract."
- .5 No monetary costs shall be allowed for delay.

5.2.1 In the first sentence, delete "as soon as practicable" and substitute "within seventy-two (72) hours."

5.2.5 **Add** this new Subparagraph:

"The Contractor shall not sublet the work as a whole. The approval of Subcontractors in no way relieves the Contractor from full responsibility for performance and completion of the Work and its obligations under the Contract Documents."

5.3.1 **Delete** the remainder of the second sentence beginning with the words "and shall allow to the Subcontractor."

5.4.2 **Delete** entire Subparagraph and substitute the following:

"Owner shall only be responsible for compensating Subcontractors for work done or materials furnished after the date Owner gives written notice of its acceptance of the subcontract agreement."

5.5 **Add** this new Paragraph:

5.5 "RESPONSIBILITY"

5.5.1 "Contractor shall be fully responsible for the performance of its Subcontractors.

6.1.1 **Delete** the entire Subparagraph, and substitute the following:

"The Owner reserves the right to perform other construction work, maintenance and repair work and school program operations at the site and near the site during the time period of the Work. Owner may perform other work with separate contractors or with its own forces. On renovation/addition projects, the Owner shall have access to the site and all buildings on the site at all times. On new construction, the Owner shall have access to the site and all buildings during normal business hours."

10.1.2 **Add** this new Subparagraph:

"The Contractor shall be responsible for the protection and security of the Work and the Project, until he receives written notification that the Substantial Completion of the work has been accepted by the Tulsa Public Schools."

10.2.8 **Add** this new Subparagraph:

"In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner, Program Manager and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 4.3 and Article 7."

10.3.1 **Delete** entire Subparagraph and substitute the following:

"Contractor is responsible for reviewing all Asbestos Hazard Emergency Act Management Plans on file with Owner and for obtaining sign-off from Tulsa Public Schools Hazardous Materials Bureau prior to commencing the Work. In no event shall the Contractor engage in the disturbance or removal of asbestos or polychlorinated biphenyl (PCB). In the event the Contractor encounters on the site material reasonably believed to be asbestos or PCB which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Architect in writing. If the portion of the Work that is stopped is critical to overall completion, the Contractor shall reschedule the Work, if possible, to minimize the impact of the stoppage. The work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed when the asbestos or polychlorinated biphenyl (PCB) has been removed, or when it has been rendered harmless. If the Work is stopped due to the presence of such materials, Owner shall arrange for the removal and/or rendering harmless of such materials prior to Contractor being allowed to proceed. The Owner shall have the option of arranging for removal by a qualified, adequately insured third party tendered to Contractor, and mutually agreed to by both parties, as a Subcontractor in which case a Change Order will be issued for the cost of this subcontract. Any tendered Subcontractor must indemnify the Contractor and the Owner with regard to its work. In the case of such a tender, Owner will not hold Contractor responsible for the work or other actions of the tendered Subcontractor, and Contractor's approval of tendered Subcontractor shall not be unreasonably withheld. In those instances, in which the presence of such materials was set forth in the Hazardous Materials documents or in which Contractor had other notice of such through information given to Contractor by Owner or its representative prior to the commencement of the Work, Contractor shall not be entitled to a Claim for any delays, disruption or interference it encounters. In those instances of work stoppage due to the existence of such hazardous materials which were not set forth in the Hazardous Materials Control plans and of which Contractor had no

other prior notice, Contractor may be entitled to a Claim for extension of time due to the work stoppage.”

11.4 PROPERTY INSURANCE

11.4.1 Delete entire Subparagraph, and substitute the following:

"Until the Work is completed and accepted by the Owner, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. The property insurance shall also cover portions of the Work stored off site after written approval of the Owner of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage including flood and earthquake and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for Architect's and Program Manager's services and expenses required as a result of an insured loss. This "all risk" policy shall be written incorporating Actual Completed Value Form and General Change Endorsement incorporating the following language:

"Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the Owner, all as currently approved by the Laws for the State of Oklahoma."

"The policy shall include coverage for Explosion, Collapse and Underground (XCU). Such insurance shall be evidenced by the kind of policy which does not have to be adjusted or reported upon periodically but provides constant insurance at full one hundred percent (100%) of all insurable values as they are created during construction by performance of the Contract. The Certificate of Insurance must include the names of the insured Contractor and the Tulsa Public Schools."

11.4.1.2 Delete entire Clause, and substitute the following:

"Loss under such All-Risk Builder's Risk Insurance shall be made payable jointly to the Tulsa Public Schools and to the Contractor by name (and, if separate mechanical contracts are awarded to each, by name, of the plumbing, heating, ventilating and electric contractors)."

11.4.1.3 Delete entire Clause, and substitute the following:

"In the case of loss under the risks covered, and of collection by insured, the Owner shall act as trustee for all parties concerned as their interests may appear."

12.1.3 Add this new Clause:

"Where nonconforming work is found, the entire area of work involved shall be corrected unless the contractor can completely define the limits to the Architect's satisfaction. Additional testing, sampling, or inspecting needed to define nonconforming work shall be at the Contractor's expense. He shall employ the Owner's testing laboratory if such services are reasonably required by the Architect. All connected work shall be retested at the contractor's expense. Extra Architectural or Program Manager Services required to analyze nonconforming work shall be paid for by the Contractor."

13.1.1 Delete entire Subparagraph, and substitute the following:

“District Court in and for the County of Tulsa, State of Oklahoma shall have sole jurisdiction in any action brought under this contract.”

14.2.5 Add this new Subparagraph:

"If a Performance Bond has been furnished and the Contractor is declared by the Owner to be in default under the Contract, the Surety shall promptly remedy the default by completing the Contract in accordance with its terms and conditions, or by obtaining a bid or bids in accordance with its terms and conditions. Upon determination by the Owner and the Surety of the lowest responsible bidder, the Surety will arrange for a contract between such bidder and the Owner and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract Sum, but not exceeding the Penal Sum of the bond and other costs and damages for which the Surety may be liable under the bond. The phrase 'balance of the Contract Sum' as used herein shall mean the total amount payable by the Owner to the Contractor under the Contract and amendments thereto less the amount previously paid by the Owner to the Contractor."

END OF SECTION

BID PACKAGE

FORM OF PROPOSAL

For

KITCHEN EQUIPMENT

At

VARIOUS SITES, PHASE II

BID OPENING AT 2:00 PM, WEDNESDAY, OCTOBER 26, 2022

CONTRACTORS WILL NOTE THAT A PROPOSAL MUST BE MADE ON THIS FORM. OTHER PROPOSALS WILL NOT BE ACCEPTED. COMPLETE ALL BLANKS. ALL BID PRICES SHALL BE IN BOTH FIGURES AND IN WRITING. PROPOSALS SHALL BE ENCLOSED IN A SEALED ENVELOPE, MARKED ON THE OUTSIDE **“SEALED BID: KITCHEN EQUIPMENT AT VARIOUS SITES, PHASE II. ALSO INCLUDE COMPANY NAME, ADDRESS & PHONE NUMBER**

Selection of the successful bidder will be based on the lowest responsible bid taking into consideration the number of calendar days bid to reach substantial completion of the Work. The Owner reserves the right to reject any or all bids and to waive informalities and minor irregularities in any bid.

Independent School District Number One of Tulsa County, Oklahoma
Charles C. Mason Education Service Center
3027 South New Haven
Tulsa, Oklahoma 74147-0208

Dear School Board Members:

The undersigned Contractor, in compliance with your Solicitation and Notice for Bids and Instructions to Bidders contained in the Bid documents for **KITCHEN EQUIPMENT AT VARIOUS SITES, PHASE II** in Tulsa, County, Oklahoma, having examined the Specifications, Drawings, details, and Scope of Work, and areas where the work is proposed, and being familiar with all of the work required at the Project site(s), hereby proposes to furnish all labor, materials, tools, equipment, supplies and services to complete the Project(s) within the time set forth in this Proposal for the price as herein stated. The price(s) indicated is to cover all expenses incurred in performing all of the work required under the Contract Documents of which this Proposal is a part.

If awarded a contract for the Projects the undersigned agrees as follows:

1. To furnish a Contractor's Written Warranty which will warranty the Project(s) for a period of one (1) year after substantial completion and acceptance by Owner against all defects in materials and workmanship.
2. To furnish all other insurance and Bonds required as indicated in the "Solicitation and Notice for Bids" in the amount equal to the Total Contract Price.
3. To furnish a monthly Application and Certificate for Payment (AIA Documents G702) and Certificate of Substantial Completion (AIA Document G704) for the project(s) based on the contract bid price indicated on this proposal.

The bidder acknowledges the following Addendum: _____, _____, _____, _____.

OUR BID FOR COMPLETING THE REQUIRED WORK DEFINED ABOVE AND DESCRIBED IN THESE BID DOCUMENTS IS AS FOLLOWS:

We have included the following sworn and notarized bid affidavits and bid security. They are attached to this proposal:

1. Bid Bond, Certified Cashier's Check or other approved security as listed in the "Solicitation and Notice for Bids" and "Instructions to Bidders," in the amount of five (5%) of the bid.
2. Non-Collusion Affidavits
3. Business Relationship Affidavit
4. Non-Discrimination Affidavit
5. Felony Statement
6. No Kick Back Statement
7. Contractor's Qualification Statement (**completed and submitted seven days prior to bid**)

In submitting this Bid, the undersigned agrees that the Bid will not be withdrawn for a period of thirty (30) calendar days from the date hereof and it is understood that the right is reserved by the Owner to reject any and all Bids and to waive informalities and irregularities.

Respectfully submitted

Seal if Bid is by
Corporation

Company

By

Title

Address

City, State, Zip

Area Cide & Telephone Number

Company ID

Note: When submitting your bid, all blanks on this form must be filled in.

<u>BID FORM</u>

BASE BID

MEMORIAL HIGH SCHOOL \$ _____ DOLLARS

CALENDAR DAYS TO COMPLETE _____ DAYS

HALE HIGH SCHOOL \$ _____ DOLLARS

CALENDAR DAYS TO COMPLETE _____ DAYS

BURROUGHS ELEMENTARY \$ _____ DOLLARS

CALENDAR DAYS TO COMPLETE _____ DAYS

BELL ELEMENTARY \$ _____ DOLLARS

CALENDAR DAYS TO COMPLETE _____ DAYS

ELIOT ELEMENTARY \$ _____ DOLLARS

CALENDAR DAYS TO COMPLETE _____ DAYS

TOTAL BASE BID \$ _____ DOLLARS

Bid Bond

THIS DOCUMENT HAS IMPROTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT₄₀₁.

KNOW ALL MEN BY THESE PRESENTS, that we *(Here insert full name and address or legal title or Contractor)* as principal, hereinafter called the Principal, and *(Here insert full name and address or legal title of Surety)* a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto *(Here insert full name and address or legal title of Owner)* as Obligee, hereinafter called the Obligee, in the sum of Dollars (\$), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for *(Here insert full name, address, and description of project)*

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of 20__

(Principal) *(Seal)*
(Witness)

(Title)

(Surety)

(Seal)

(Witness)

(Title)

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SECTION 00150 - NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

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

Subscribed and sworn to before me this _____ day of _____, 2021.

Company Representative

Notary Public

My Commission Expires:

SECTION 00160 – BUSINESS RELATIONSHIP AFFIDAVIT

[illegible]

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

Affiant further states that any such business relationship 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, any officer or director of the architectural or engineering firm or other party to the project is as follows:

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

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

Company Representative

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission Expires:

SECTION 00170 – NON-DISCRIMINATION AFFIDAVIT

The Contractor affirms and states that he/she complies with the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or age. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the requirements of these nondiscrimination provisions.
2. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin or age."

Company Representative

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission Expires:

[illegible]

5. This Affidavit is made and delivered pursuant to the requirements of **OKLA. STAT. tit. 70, § 6-101.48 (Supp. 2000)** and **OKLA. STAT. tit. 57, § 589 (Supp. 2004)** (the “Acts”). The undersigned further certifies to the School District that the undersigned and/or the entity are in full compliance with the requirements of the Acts.

EXECUTED AND DELIVERED this ____ day of _____,
_____.

AFFIANT’S SIGNATURE

(Print Name and Title)

Representing:

(Name of Entity)

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

Notary Public

(S E A L)

Notary Commission Number: _____

My Commission Expires: _____

SECTION 000190 – ASBESTOS COMPLIANCE FORM

**CERTIFICATION OF COMPLIANCE
WITH ASBESTOS RESTRICTIONS**

STATE OF _____)
COUNTY OF _____) SS.

The undersigned Contractor, of lawful age, being first duly sworn, on oath says that:

- A. Building materials or products incorporated or installed in the construction of _____ School addition and/or remodel will be free of asbestos containing materials or products of any kind.
- B. Certification of Compliance with Asbestos Restrictions will be included in any sub-contract connected with the performance of work for this project.
- C. Submit copy in O&M Manuals.

ARCHITECT

By _____

(Title)

SUBSCRIBED AND SWORN to before me this _____ day of _____ 20__.

Notary Public

My Commission Expires:

SECTION 00191

CONTRACTORS QUALIFICATIONS STATEMENT

This form must be submitted seven (7) days prior to the bid date. All questions must be answered, the data must be clear and comprehensive, and must be signed and notarized. If not previously on file.

1. Name of Bidder: _____
2. Permanent Main Office Address: _____
3. When organized: _____
4. If incorporated, when and where _____
5. How many years have you been engaged in the contracting business under your present firm or trading name? _____
6. List 5 projects of similar size work, references with telephone numbers, cost of project and year completed: _____

(1) Project: _____, Year: _____,

Cost: \$ _____

Reference: _____, Phone: _____

(2) Project: _____, Year: _____,

Cost: \$ _____

Reference: _____, Phone: _____

(3) Project: _____, Year: _____,

Cost: \$ _____

Reference: _____, Phone: _____

(4) Project: _____, Year: _____,

Cost: \$ _____

Reference: _____, Phone: _____

(5) Project: _____, Year: _____,

Cost: \$ _____

Reference: _____, Phone: _____

7. Have you ever failed to complete any work awarded to you? Please explain.

8. Please state the size of your business:

of employee's (total): _____

9. Are any of your job captains bilingual?

10. Financial Information:

a. State the name of the bank with whom you do your principal business:

Name of Bank

Address

City, State

Phone Number

b. State 5 trade references with whom you do business:

1. _____

2. _____

3. _____

4. _____

President of Company

(Notary Public)

(Date)

Affix Notary Seal

SECTION 00260 – NO KICK-BACK STATEMENT

SECTION 00260

NO KICK-BACK STATEMENT

A duplicate of the following statement is required to be signed, notarized, and submitted with each and every copy of the AIA Document G702, "Application and Certificate for Payment", that is presented to the Owner for payment.

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The undersigned Contractor, of lawful age, being first duly sworn, an oath says that this invoice is true and correct. Affiant further states that the services as shown by the invoice have been completed in accordance with the contract. Affiant further states that he has made no payment 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 things of value to obtain payment.

Contractor

(Title)

By _____

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

Notary Public

My Commission Expires:

[SEAL]

END OF SECTION

INTRODUCTION TO THE SCOPE OF WORK

All equipment will be delivered, uncrated, and set in place for each individual site. Equipment shall be delivered in June 2023.

SECTION 01300
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Administration of Contract: Provide administrative requirements for the proper coordination and completion of work including the following:
 - 1. Supervisory personnel.
 - 2. Preconstruction conference.
 - 3. Project meetings, minimum of two per month; prepare and distribute minutes.
- B. Reports: Submit daily and special reports.
- C. Work Schedule: Submit progress schedule, updated monthly.
- D. Submittal Schedule: Prepare submittal schedule; coordinate with progress schedule.
- E. Schedule of Values: Submit schedule of values.
- F. Schedule of Tests: Submit schedule of required tests including payment and responsibility.
- G. Perform Surveys: Lay out the work and verifying locations during construction. Perform final site survey.
- H. Emergency Contacts: Submit and post a list of emergency telephone numbers and address for individuals to be contacted in case of emergency.
- I. Record Documents: Submit record drawings and specifications; to be maintained and annotated by Contractor as work progresses.

1.2 SUBMITTALS

- A. Types of Submittals: Provide types of submittals listed in individual sections and number of copies required below.
 - 1. Shop drawings, reviewed and annotated by the Contractor - 3 copies.
 - 2. Product data - 3 copies.
 - 3. Samples - 2, plus extra samples as required to indicate range of color, finish, and texture to be expected.
 - 4. Inspection and test reports - 3 copies.
 - 5. Warranties - 3 copies.
 - 6. Survey data - 3 copies.
 - 7. Closeout submittals - 3 copies.
- B. Submittal Procedures: Comply with project format for submittals. Comply with submittal procedures established by Architect including Architect's submittal and shop drawing stamp. Provide required resubmittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.
- C. Samples and Shop Drawings: Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.

- D. Warranties: Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Contractor, supplier or installer responsible for performance of warranty shall sign warranties.

PART 2 PRODUCTS - Not applicable to this Section

PART 3 EXECUTION - Not applicable to this Section

END OF SECTION

SECTION 01600
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Manufacturers: Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as acceptable to manufacturers of primary materials.
- B. Product Selection: Provide products selected or equal approved by Architect. Products submitted for substitution shall be submitted with complete documentation, and include construction costs of substitution including related work.
- C. Substitutions: Request for substitution must be in writing. Conditions for substitution include:
 - 1. An 'or equal' phrase in the specifications.
 - 2. Specified material cannot be coordinated with other work.
 - 3. Specified material is not acceptable to authorities having jurisdiction.
 - 4. Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.
- D. Substitution Requests: Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples containing substitutions is not an approval of a substitution unless an item is clearly presented as a substitution at the time of submittal.

PART 2 PRODUCTS - Not applicable to this Section

PART 3 EXECUTION - Not applicable to this Section

END OF SECTION