

Pittsburg County, Oklahoma
COUNTY PURCHASING OFFICE
 Pittsburg County Court House
 McAlester, Oklahoma
 Phone: (918) 423-4934

INVITATION TO BID

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE
 SIDE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

DATE ISSUED	21-Feb-23
PAGE 1 OF _____	

BID NUMBER BID # 18	BID CLOSING DATE AND HOUR March 17th, 2023	REQUIRED DELIVERY DATE Days after award of Purchase Order
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TERMS:	DATE OF DELIVERY:
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Item	Quantity	Unit of issue	DESCRIPTION	Unit Price	Total
			<p>Pittsburg County wishes to advertise for the following for the Southeast Expo Center:</p> <p>Labor and Materials to Install Insulation</p> <p><u>See Specifications Attached</u></p> <p><u>IF BID IS NOT RETURNED IN THE ENCLOSED ENVELOPE OR IS PLACED IN A FEDEX, UPS OR USPS SHIPPING ENVELOPE, PLEASE MARK ON THE OUTSIDE OF THE ENVELOPE "SEALED BID" & BID NUMBER.</u></p>		

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Pittsburg County Courthouse, McAlester, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Pittsburg County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until delivered.

(DATE)

6.1291E+19

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this _____ day
of _____ 20_____ (seal)

Firm: _____

My commission expires _____ Signed by: _____ Title: _____
(MANUAL SIGNATURE OF UNDERSIGNED)

NOTARY PUBLIC (CLERK OR JUDGE) Address: _____ Phone: _____

City: _____ State _____

Zip _____

NOTE: Other terms and conditions can be added at the discretion of the county officers.

RESOLUTION
23-218

The Board of County Commissioners, Pittsburg County, met in regular session on Tuesday, February 21, 2023.

WHEREAS, the Pittsburg County wishes to advertise for the following for the Southeast Expo Center:

Labor and Materials in Install Insulation

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at pittsburg.okcounties.org

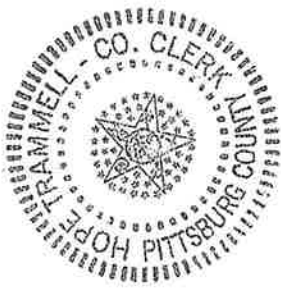
A MANDATORY Pre-Bid Conference will be held on Monday, March 6, 2023 at 2:00 p.m. at the Southeast Expo Center, 4500 W. US Hwy 270, McAlester, OK 74501.

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, Bid bond, and Business Relation Affidavit, as required by Oklahoma Statute, Title 61 O.S. § 101-138.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, March 17, 2023 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, March 17, 2023 WILL NOT BE OPENED. Bids will be opened on Monday, March 20, 2023 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:



CHAIRMAN

Carl Be...

VICE-CHAIRMAN

Ron...

MEMBER

[Signature]

COUNTY CLERK

Hop Trammell

BID SPECIFICATIONS

MATERIALS AND LABOR TO INSTALL INSULATION SOUTHEAST EXPO CENTER, 4500 W. US HWY 270, MCALESTER, OKLAHOMA

SECTION 01

SUMMARY OF WORK/SPECIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS - Closed Cell Insulation Pittsburg County Exposition Center

A. Attached, Component sections, form a component part of this section.

1. Protect all areas around the project from dust, dirt, debris and pedestrian access during working hours.
2. Remove all existing batten insulation from wall and ceiling areas inside arena.
3. Prime metal surface with environmentally friendly low VOC rust inhibitive industrial maintenance coating.
4. Install 3" (R19) of closed cell insulation to wall areas designated for new insulation.
5. Install 4" (R25) of closed cell insulation to ceiling areas designated for new insulation.
6. Install a thermal barrier on outside of all closed cell insulation
7. Clean all work areas and dispose of any demolition, used materials or refuse at contractor's expense.

1.2 INTENT OF THE SPECIFICATIONS

- A. The intent of these specifications is to describe the material and methods of construction required for the performance of the work. In general, all questions should be answered by owner at mandatory Pre-bid or before bids are due to ensure all bidders accept the full extent and scope put forth by said owner. This specification shall govern all work and shall be met by all bidders.

1.3 PROTECTION

- A. The contractor shall use every available precaution to provide for the safety of the property owner, visitors to the site, and all connected with the work under the Contract.
- B. All existing facilities both above and below ground shall be protected and maintained free of damage. Existing facilities shall remain operating during the period of construction unless otherwise permitted. All access roadways must remain open to traffic unless otherwise permitted.
- C. Barricades shall be erected to fence off all construction areas from operations personnel.
- D. Safety Requirements:
1. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
 2. Comply with federal, state, and local and owner fire and safety requirements.

3. Advise owner whenever work is expected to be hazardous to owner employees and/or operations.
4. Maintain a crewman as a floor guard whenever material is being placed in high unsafe areas.
5. Maintain proper fire extinguisher within easy access whenever power tools are being used.
6. ALL SAFETY REQUIREMENTS OF THE BUILDING OWNER MUST BE FOLLOWED. NO EXCEPTIONS WILL BE PERMITTED.

SECTION 02

GENERAL CONDITIONS

PART 1 GENERAL

1.1 DEFINITIONS

- A. The contract document consists of the AGREEMENT, the GENERAL CONDITIONS of the contract, the DRAWINGS and the SPECIFICATIONS, including all revisions hereto.
- B. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the work contract is awarded.
- C. The term Owner shall be understood to be [insert building owner name].
- D. The term Owner's Representative shall be understood to mean the representative of the primary material manufacturer.

1.2 OWNER'S REPRESENTATIVE STATUS

- A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.3 CONDITION OF SITE

- A. The bidders shall be required to attend pre-bid on the date specified in the advertisement before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any paperwork dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her subcontractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.5 PROTECTION OF OWNER'S OPERATIONS

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.6 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations approved by the Owner.
- B. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- C. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

1.7 MATERIAL STORAGE AND CLEAN-UP

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.
- B. The Contractor shall also remove drippage adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.
- C. Materials must be delivered with manufacturer's label intact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

1.8 INSPECTION OF WORK

- A. Before each scope of work by the Owner's Representative must inspect the completed item before moving on, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, contractor may be required to remove or redo any work not approved by Owners Representative.
- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the specifications, the Contractor shall bear all cost of the reexamination. If the work is proven

correctly installed, all such expense shall be borne by the Owner.

1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. The Owners Representative has the final say for work completed. Any work not completed per the specification will be redone by contractor at no additional cost to the owner.
- B. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner
- C. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- D. Any areas deemed by the Owner or Owners Representative at the Mandatory Prebid to have zero tolerance for water intrusion during cleaning or any portion of the project it will be the contractors responsibility to secure these areas before any work can begin.
- E. The Owner will require the Owner's Representative to examine the work a minimum of 3 times per week during the entire project progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- F. The authorized Owner's Representative shall be responsible for:
 - 1. Attending the Mandatory Prebid on the date the Owner advertised.
 - 2. Keeping the Owner informed on a weekly basis with written progress/photo reports to the progress and quality of the work;
 - 3. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
 - 4. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
 - 5. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
 - 6. Supervising of any preliminary testing and or color sampling.
 - 7. Rendering any other inspection services which the Owner may designate; and
 - 8. Must submit a letter to the Owner agreeing to all terms in Owners Specification.
 - 9. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- G. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

1.10 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the

Owner. Any connections to the water system shall be completed by the Contractor.

- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- D. Toilet facilities will be provided by the Contractor. The Contractor will be responsible for supplying a portable toilet on the job-site. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

1.11 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
 - 1. By firm adjustment;
 - 2. By cost plus with a guaranteed maximum;
 - 3. By cost with a fixed fee; or
 - 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the specifications or is incorrectly installed or otherwise disapproved by the Owner of the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.13 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

1.14 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

1.15 LIENS

- A. The Contractor shall, if required by the Owner, furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

1.16 JOB CONDITIONS

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard.
- B. There is NO SMOKING allowed inside any buildings and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- C. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- D. No drugs or alcoholic beverages are permitted on the grounds.
- E. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant.
- F. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- G. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.

- H. Existing equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.
- I. The Contractor is responsible for protecting all materials from the elements. If any material, such as busted sealant tubes, it cannot be installed and must be replaced at the Contractor's expense. The Owner's Representative will reject any covering method material which does not adequately protect materials.
- J. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- K. Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.
- L. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- M. The Contractor will ensure that all substances are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.

1.17 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.18 SAFETY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

1.19 INSURANCE

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by Contractors for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
1. The contractor agrees to indemnify and save the owner and owner's representative harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the contractor, subcontractor and their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the contractor.
 2. All sub-contractors are required to file Certificated of Insurance properly completed and signed by an authorized insurance company representative before their work commences on the job or job site. No monies will be paid until the acceptable certificates are on file with the Contractor. Such certificates shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to the Contractor. In the event such certificates are not provided to the Contractor prior commencement of work, Contractor's failure to demand such certificates shall not be deemed a waiver of Subcontractor's requirement to obtain the subject insurance.
 3. The Contractor shall provide and maintain standard fire, extended coverage perils, vandalism and malicious mischief insurance to protect the interest of both the Contractor and the Owner for materials brought into the job or stored on the premises. Such insurance shall be for 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials stored at the job-site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the Contractor, the cost of which are included in the direct cost of the work. This insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties, or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.
 4. In accordance with Section (1.21), the Contractor and subcontractor(s) shall maintain the following insurance:
 - a. Workmen's Compensation and Employer's Liability Insurance affording:
 - 1) Protection under the Workmen's Compensation Law of the States in which the work is performed; and
 - 2) Employer's Liability protection subject to a minimum limit of \$100,000.
 - b. Comprehensive General Liability Insurance in amounts not less than:
 - 1) Personal Injury: \$1,000,000 per person
(including bodily injury) \$1,000,000 per occurrence
 - 2) Property Damage: \$1,000,000 per occurrence
 - c. Comprehensive Automobile Liability Insurance in the following minimum amounts:
 - 1) Bodily Injury \$1,000,000 per person
\$1,000,000 per occurrence
 - 2) Property Damage \$1,000,000 per occurrence
 - d. This insurance shall:
 - 1) Include coverage for the liability assumed by the Contractor under this section (section 1.21.A.1) (Indemnity);
 - 2) Includes coverage for:
 - a) Premises, operations and mobile equipment liability
 - b) Completed operations and products liability

- c) Contractual liability ensuring the obligation assumed by the subcontractor in this agreement.
 - d) Liability which subcontractor may incur as a result of the operations, acts or omissions of subcontractors, suppliers or material men and their agents or employees; and
 - e) Automobile liability including owned, non-owned and hired automobile.
- e. All coverage will be on an occurrence basis and on a form acceptable to the Contractor.
- 1) Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
 - 2) Not be subject to any of the special property damage liability exclusions commonly referred to as the exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
 - 3) Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control; and
 - 4) The Certificate of Insurance furnished by the Contractor shall show specific reference that each of the foregoing items have been provided for.
5. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Owner thirty (30) days prior written notice or cancellation of any material change in the insurance.

1.20 WORK HOURS AND DAYS

- A. When the Contract is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

1.21 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.22 OWNER'S RULES

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.
- B. The Contractor shall properly notify all employees of conditions relating to areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.
- C. THE CONTRACTOR SHALL "HOLD HARMLESS" THE MATERIAL MANUFACTURER, AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.

1.23 SAFETY AND ECOLOGY

- A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A).

1.24 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

PART 2 - INSTRUCTIONS TO BIDDERS

2.1 WITHDRAWAL OR MODIFICATION OF BID

- A. Any Bidder may withdraw his/her bid at any time before the scheduled closing date of the bid by appearing in person or by sending an authorized representative of the Bidder. An appointment should first be scheduled by calling the Owner's Representative. The Bidder or his/her representative shall be asked to sign, in writing that the bid was returned to him/her/ after the withdrawal from the contract, the Bidding Contractor may not resubmit them.

2.2 BID OPENINGS

- A. Bids will be opened publicly and read aloud at the published date and time. Notice of award will be made by written correspondence.

2.3 QUESTIONS

- A. Technical questions regarding this bid can be directed to: Tyler Newton-501.920.8524
- B. If the Contractor feels a conflict exists between what is considered good work practice and these specifications, he/she shall state in writing all objections prior to submitting quotations.
- C. It is the Contractor's responsibility, during the course of the work, to bring to the attention of the Owner's Representative any defective membrane, insulation or deck discovered which has not been previously identified.

2.4 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material required to satisfy these specifications.

2.5 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.

- B. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.
- C. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.
- D. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

2.6 COMPETENCY OF THE BIDDERS

- A. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the low Bidder shall, when requested by the Owner, furnish the information indicated in Section 5.0 below, entitled Contractor's Qualification Statement, which shall be sworn to under oath by him/her or by a properly authorized representative of the Bidder.

2.7 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s):
 1. Failure to attend the pre bid meeting;
 2. Evidence of collusion among Bidders;
 3. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
 4. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;
 5. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
 6. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

2.8 NOTICE OF AWARD

- A. The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for a period of sixty (60) days following the date the bids are due. The contract shall be deemed as having been awarded when the formal notice of acceptance of his/her proposal has been duly served upon the intended awardee by an authorized officer or agent of the Owner.

2.9 WARRANTY

- A. A five (5) year workmanship warranty is required from the Contractor for all remedial maintenance done under the terms of this contract.

2.10 START AND COMPLETION DATE

- A. Work shall begin within thirty (30) days from the award of this contract, or as agreed upon by all parties.

- B. All work as required in these specifications shall be completed within sixty (60) days of the start date, or as agreed upon by the parties.
- C. Unless work is hampered by long period of inclement weather, by due proof of material unavailability, or by strike, the Owner will assess a penalty in the amount of \$500.00 a day for each day beyond the agreed completion date.
- D. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her proposal form.
- E. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

2.11 PAYMENT

- A. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Final payment for the project will be made following completion, after final inspection has been made and an invoice presented to the Owner. A 5% retainer shall be held until delivery of the warranty.
- B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.
- C. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.
- D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary clean-up, and the Owner receives written verification of completion.
- F. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative if requested by Owner's Representative.
- G. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative will sign a completion slip authorizing final payment.

- H. If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- I. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplied prior to release of order.
- J. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
- K. Contractor shall have a pre-approved line of credit from the material supplier.
- L. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

2.12 PERFORMANCE AND PAYMENT BOND

- A. The successful Contractor will be responsible for securing a performance and payment bond from an acceptable bonding company. The cost of the bond will be paid directly by the Contractor. Contractor has to identify his/her bonding company and agent, submitting this documentation with his/her proposal. Note: See "Instruction to Bidders."
- B. Financial documentation prescribed by the Owner to ensure that the Contractor is financially sound and capable of supporting the project to its conclusion.
- C. If the successful Bidder is incorporated, an affidavit authorizing persons to sign for the Corporation. This should be in the form of minutes of the meeting of the Board of Directors, authorizing person or persons to sign for this contract work and indicating a quorum being present.

2.13 TERMINATION BY THE OWNER FOR CAUSE

- A. The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
 - 1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her proposal form;
 - 2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
 - 3. Is guilty of substantial breach of a provision of the contract documents.
- B. When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

2.14 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

PART 3 --- CONTRACTOR'S INSTRUCTIONS

3.1 TAXES

- A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state federal taxes with respect to Social Security, old age benefits, unemployment benefits, withholding taxes and sales taxes.

3.2 CONTRACTOR'S LICENSE

- A. All pertinent state and local licenses will be required.

3.3 QUALIFICATION OF BIDDERS

- A. Provide TIPS Contract#

3.4 BUILDING PERMITS

- A. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

3.5 JOB COORDINATION

- A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal of any brick or masonry areas.
- B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify Owners Representative.

3.6 CLEAN-UP

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all work areas free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage materials from the face of the buildings, floor, window, ladders and other finished surfaces.

3.7 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.
- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

3.8 INSPECTIONS

- A. Before any material applications are made, the Owner or his/her representative and the material supplier representative (if Owners Representative is different from material supplier representative). shall be available to ensure a complete understanding of the specification.
- B. The accepted Material Manufacturer will have a representative on site a minimum of three (3) times a week to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.
- C. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

PART 4 - STATEMENT OF POLICY

4.1 ENGINEERING

- A. In addition to high-quality products, the material manufacturer provides recommendations and/or specifications for the proper installation of its material. However, the Material Manufacturer does not, nor does its representative, practice engineering or architecture. The Material Manufacturer makes no judgments on, and hereby disclaim any responsibility for the soundness of any structural component of buildings upon which the Material Manufacturer products are applied, and further recommend a structural engineer to examine the building conditions.

4.2 GUARANTEES

- A. The Contractor will warranty the work to the Material Manufacturer for a period of five (5) years. The Contractor will inspect the work with the Owner's Representative.

4.3 APPROVED CONTRACTORS

- A. The work must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor of manufactured materials.

4.4 WORK SEQUENCE

- A. Phase work is not acceptable.

4.5 ACCEPTABILITY OF COMPLETED WORK

- A. The acceptability of completed all work will be based on its conformance to the contract requirement. The Material Manufacturer is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Material Manufacturer at the Contractor's expense. The Material Manufacturer will instruct the Contractor's foreman and work crew on the proper methods of installation of the materials, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Material Manufacturer will be immediately reported to the Owner, along with recommended corrective actions necessary. The Material Manufacturer will not act in a supervisory capacity, and will not be responsible for the Contractor's errors or omissions.

4.6 ASBESTOS IDENTIFICATION

- A. The Material Manufacturer routinely conducts surveys and inspections in order to provide recommendations and/or specifications for the use of its products. However, the materials manufacturer is not, nor are its representatives, certified to identify, handle or monitor asbestos. Therefore, it makes no judgments on and hereby disclaims any responsibility for identifying, handling or monitoring asbestos. If a building owner suspects that an asbestos condition exists on or under the areas in question, Material Manufacturer can recommend licensed laboratories and technicians that can identify, remove, dispose of, and monitor the project.

4.7 ASBESTOS LIMITATIONS

- A. The Owner has been informed, acknowledges and agrees that Material Manufacturer is not engaged in the business of identifying, abating, encapsulating or removing asbestos or asbestos containing materials from the work site and has not agreed to do so herein.
- B. In consideration of the provision hereof, the owner hereby agrees to indemnify, defend and hold harmless the material manufacturer, its owners, officers, directors, employees and agents, including the engineer from and against any and all liabilities, damages, losses and expenses (including but not limited to attorney's fees) arising out of, or relating to, any claims, demands, or causes of action of any kind, attributable to, arising out of, or relating to the presence of asbestos or asbestos-containing materials on or at the work site and/or the abatement, encapsulation and/or the removal thereof.

4.8 MOLD LIMITATIONS

- A. The Manufacture makes no representation or warranty, express, implied, or otherwise, regarding mold, fungi, rust, corrosion or other bacteria or organism. Neither shall Manufacture have any duty to identify, nor accept any responsibility or liability for any claims associated with mold, fungi, rust, corrosion or other bacteria or organism related claims.
- SECTION 07 21 29 SPRAY FOAM INSULATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Spray-in-place, medium-density, semi-rigid, closed-cell polyurethane foam insulation in assemblies indicated on the Drawings, to provide an air barrier and insulation.

1.2 RELATED SECTIONS

- A. Section 03 30 00 - Cast-in-Place Concrete.
- B. Section 03 41 16 - Precast Concrete Slabs.

- C. Section 04 20 00 - Unit Masonry.
- D. Section 05 30 00 - Metal Decking.
- E. Section 05 40 00 - Cold-Formed Metal Framing.
- F. Section 06 10 00 - Rough Carpentry.
- G. Section 07 10 00 - Damp proofing and Waterproofing.
- H. Section 07 26 23 - Below-Grade Gas Retarders.
- I. Section 07 42 00 - Wall Panels.
- J. Section 07 65 26 - Self-Adhering Sheet Flashing.
- K. Section 07 80 00 - Fire and Smoke Protection.
- L. Section 07 84 13 - Penetration Firestopping.
- M. Section 09 22 16 - Non-Structural Metal Framing.
- N. Section 09 28 13 - Cementitious Backing Boards.

1.3 REFERENCES

- A. ASTM International (ASTM):
 1. ASTM C 423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
 2. ASTM C 518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 3. ASTM D 1621 - Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
 4. ASTM D 1622 - Standard Test Method for Apparent Density of Rigid Cellular Plastics.
 5. ASTM D 1623 - Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics.
 6. ASTM D 2126 - Standard Test Method for Response of Rigid Cellular Plastic to Thermal and Humid Aging.
 7. ASTM D 2842 - Standard Test Method for Water Absorption of Rigid Plastics.
 8. ASTM D 6226 - Standard Test Method for Open Cell Content of Rigid Cellular Plastics.
 9. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 10. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials.
 11. ASTM E 283 - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
 12. ASTM E 413 - Classification for Rating Sound Insulation.
- B. Greenguard Certification from UL Environment.
- C. International Code Council - International Residential Code.
- D. International Code Council - International Building Code.

- E. ICC Evaluation Service.
- F. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.
- G. Standards Council of Canada: CAN/ULC-S776-09: Standard Laboratory Guide for the Determination of Volatile Organic Compound Emissions from Polyurethane Foam.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Before commencing work, submit in accordance with local code:
 - 1. Technical data sheet from the manufacturer showing the test results from the ASTM E84 (Surface Burning Characteristics).
 - 2. Other technical data sheets and samples as required by local code officials.
- C. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Contractor performing work under this section shall be trained in the application of spray polyurethane foam insulation.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be delivered in manufacturer's original containers clearly labeled with manufacturer's name, product identification, safety information, net weight of contents and expiration date.
- B. Material shall be stored in a safe manner and where the temperatures are in the limits specified by the material manufacturer.
- C. Empty containers shall be removed from site on a daily basis.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
- B. Ventilate insulation application area in accordance with the Spray Foam Coalition's Guidance on best practices for the installation of Spray Polyurethane Foam.
- C. Protect workers as recommended by the standards of the Spray Foam Coalition's Guidance on best practices for the installation of Spray Polyurethane Foam.
- D. Protect adjacent surfaces, windows, equipment and site areas from damage of overspray.

1.8 WARRANTY

- A. Installer shall provide a workmanship warranty for two years from completion date of project.
- B. Manufacturer's Warranty: Manufacturer warrants spray-in-place urethane foam insulation, when installed by authorized contractors using factory-trained applicators and applied in accordance to the Installation Instructions, will perform as stated in the Product Technical Data Sheet.
 - 1. This warranty is in effect throughout the life of the building provided the original purchaser registers with the Warranty Department of the Manufacturer within thirty days of occupancy.
 - 2. Manufacturer's sole responsibility under this Limited Lifetime Warranty shall be to repair or replace any defective Product at the cost of the material only.
 - 3. Manufacturer shall not be responsible for labor cost or any other costs whatsoever related to, or in connection with the removal or installation of either the original or replacement product.

PART 2 PRODUCTS

2.1 SPRAY FOAM INSULATION

- A. Spray Applied Semi Rigid Polyurethane Closed Cell Foam Insulation System: Two component, high density insulation.
 - 1. Product: ThermoSeal 2000 manufactured by ThermoSeal, LLC or equivalent
 - 2. Contains zero ozone depleting agents, catalysts, polyols, and fire retarding materials.
 - 3. Fills cracks, crevices, and voids to form air seal and thermal insulation.
 - 4. Evaluation Report: ICC-ESR Pending Publication.
 - 5. Physical Properties:
 - a. Density (ASTM D 1622): 2.0 lb./cf.
 - b. Thermal Resistance (ASTM C 518): R-6.9 (sf.h degree F/BTU) at 1 inch at 90 days at 76-degree F (24.4 degree C).
 - c. Closed Cell Content (ASTM D 6226): Minimum 92 percent.
 - d. Water Vapor Transmission - Permeance (ASTM E 96): 0.8 perms at 1 inch, 0.23 at 3.5 inches.
 - e. Air Leakage (ASTM E 283): Zero at 75 Pa.
 - f. Compressive Strength (ASTM D 1621): 20 psi.
 - g. Tensile Strength (ASTM D 1623): 60 lb./sq. inch (414 kPa).
 - h. Dimensional Stability (ASTM D 2126): Less than 5 percent.
 - i. Fungi Resistance (ASTM G 21): Zero rating.
 - j. Surface Burning Characteristics (ASTM E 84): Class 1 Pass, Flame Spread Index less than 25, Smoke Developed Index less than 450.
 - 6. Ignition/ Thermal Barrier: DC315 manufactured by International Fireproof Technology, Inc.
 - 7. Equipment used to apply the foam insulation shall have fixed ratio positive displacement pumps.
 - 8. Equipment used to apply the water based intumescent coating shall be an airless sprayer
 - a. Ignition Barrier (ICC-ES AC377, Appendix X): Pass at 4 wet mils, 3 dry mils.
 - b. Thermal Barrier (NFPA 286): Pass at 88.88 sq.ft./gal at 18 mils wet, 12 mils dry, coverage rate of 1.136 gallons (4.3 L) per 100 square feet (9.3 m²).

2.2 ACCESSORY PRODUCTS

- A. Rust Inhibitive Metal Primer:
 - 1. Product: Rust Go Primer, Manufactured by Garland Industries
Application: Follow Manufacturer's application guidelines.

2.

B. Water Based Intumescent Coating:

1. Product: DC315 Intumescent Coating, Manufactured by International Fireproof Technologies, Inc. (IFTI) or equivalent
2. Application: Follow manufacturer's application recommendations.
3. Physical Properties:
 - a. Surface Burning Characteristics (ASTM E 84): Class I. Flame Spread Index of 0, Smoke Developed Index less than 25
 - b. Expands up to 2000 percent.
 - c. Flash Point: None.
 - d. Volatility/VOC: Less than 50 g/L.
 - e. Non-toxic, drain safe, water based, non-fuming.
4. Color: Dull flat / light gray or special-order white and dark gray.
 - a. Do not add tint.
 - b. Wait minimum 24 hours prior to top coating with quality latex paint. Verify dryness with moisture meter.
5. Refer to products International Code Council Evaluation Services Report for additional Intumescent Coating information.

C. Water Based Intumescent Coating:

1. Product: Pyrodyne (Acry-Tek 5026) Fire-Retardant Acrylic Coating manufactured by Acella, Inc. or equivalent
2. Application: Follow manufacturer's application recommendations.
3. Physical Properties:
 - a. Surface Burning Characteristics (ASTM E 84): Class I. Flame Spread Index of 10, Smoke Developed Index less than 25
 - b. Flash Point: None.
 - c. Volatility/VOC: Less than 50 g/L.
4. Color: White.
5. Refer to products International Code Council Evaluation Services Report for additional Intumescent Coating information.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Commencement of work outlined in this section shall be deemed as acceptance of existing work and conditions.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Apply only when surfaces and environmental conditions are within limits prescribed by the material manufacturer.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved submittals. Apply as recommended by manufacturer to thickness as indicated on drawings.
- B. Apply thermal barrier as required by applicable codes noting the following:
 - 1. Except as provided in Section 314.5 and Section 314.6 of the 2006 International Residential Code, Section 316.5 and Section 316.6 of the 2009 International Residential Code and Section 2603.4.1 and Section 2603.9 of the International Building Code, all plastic insulation shall be separated from the interior of the building by an approved thermal barrier of 1/2 inch (13 mm) gypsum wallboard or equivalent thermal barrier material. Code compliant intumescent coating in lieu of a thermal barrier may be achieved with the use of DC 315. For more information contact ThermoSeal, LLC for assistance, (800) 853-1577.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

BUSINESS RELATIONSHIPS AFFIDAVIT

_____ (PROJECT NAME)

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

_____, of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of 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 of 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:

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.)

(Signature of Affiant)

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

Notary Public _____

My Commission Expires _____

NON-COLLUSION BIDDING CERTIFICATION

_____ (PROJECT NAME)

STATE OF OKLAHOMA)
)SS
COUNTY _____)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
 - a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. Any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
 - c. 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.

B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this _____ day of _____, 20__.

(Signature)

(Print Name)

(Position in the Company)