



## Norman Public Schools

### Minutes of the Special Meeting of the Board of Education

Nancy O'Brian Center for Performing Arts  
Conference Room A  
1903 N. Stubbeman Ave.  
Norman, OK 73069

**Monday, May 22, 2023**

**The meeting was called to order at 6:00 PM**

- I. **Call to Order and Establish a Quorum**  
Attendance Taken at 6:00 PM. **Present:** Tina Floyd, Dirk O'Hara, Annette Price, Alex Ruggiers,  
**Absent:** Chad Vice.
- II. **Pledge of Allegiance**  
The Pledge of Allegiance was lead by President Dirk O'Hara.
- III. **Awards Presentations - Introduction and welcome by Superintendent Dr. Nick Migliorino**  
**Fine Arts Awards**  
**Presented by Dr. Brad Benson**  
**Norman North High School**  
**OSSAA Group Awards**  
Wind Ensemble - 6A State Sweepstakes Award  
Symphonic Band - 6A-E State Sweepstakes Award  
Jazz Band - First Runner Up at 6A Jazz State Championships  
Symphonic Orchestra - 6A State Sweepstakes Award with Accent  
Concert Choirs - 6A-E State Sweepstakes Award  
**Irving Middle School**  
Ely Gonzalez - Sphinx Performance Academy Summer Program - Julliard School of Music  
Ely Gonzalez - 2nd Place - Junior Cello Division - Oklahoma City Philharmonic Young Artist Competition  
**Longfellow Middle School**  
**OkMEA**  
Cooper Christiansen - Jr. High All-State Mixed Choir  
Chloe Hamm - Jr. High All-State Treble Choir  
**Junior Young Talent in Oklahoma - Oklahoma Art Education Association**  
Amina Eppler  
Ollie Kinast  
Nekko Rogers  
Jill Wienke  
Link Witt  
**Whittier Middle School**  
Jamie Kang - 1st Place for the State of Oklahoma - Doodle for Google Design Contest  
Jamie Kang - 3rd Place - OK Department of Transportation Trash Poster Contest  
**Oklahoma Student Art Exhibit at the Oklahoma State Fair**  
James Gibson - Merit Award  
Samuel Gomboc - Merit Award  
Bella Haag - Merit Award  
Akshara Sakthivel - Merit Award  
**Norman High School**  
Mololuwa Adebusoye - Promotional Poster of the Year - OK Department of Transportation  
Leah Crowson - 2023 Winner - Congressional ART Competition  
**Oklahoma Summer Arts Institute**  
Finn Madden - Clarinet  
Kyah Selin (Kallan) McKinney - Creative Writing  
Gwyneth Carter - Dance  
Madelyn Ward - Dance  
Adrian Joseph Clements - Cello  
Penelope L Cline - Viola  
**OSSAA Speech and Debate**  
Josh Cheng - 5th Place State Tournament - Public Forum Debate  
Sullivan Ho - 5th Place State Tournament - Public Forum Debate

Sydney Janda - 2nd Place State Tournament - Foreign Extemporaneous Speaking  
Sydney Janda - 5th Place State Tournament - Lincoln Douglas Debate  
Joe Johnson - 6th Place State Tournament - Extemporaneous Speaking

**Innovations Visual Art**

Ben Anttila - Judges Choice  
Leah Crowson - Merit Award  
Parker Dew - Merit Award  
Bryan Hernandez - Merit Award  
Ariana Jaffery - Merit Award  
Athena Lowery - Merit Award

**Oklahoma Art Education Association**

Leah Crowson - Bookmark Winner  
Ben Anttila - Oklahoma Award for Art Excellence  
Holden Anyong - Oklahoma Award for Art Excellence  
Parker Dew - Oklahoma Award for Art Excellence  
Ben Anttila - Young Talent in Oklahoma  
Holden Anyong - Young Talent in Oklahoma  
Leah Crowson - Young Talent in Oklahoma  
Ariana Jaffery - Young Talent in Oklahoma  
Molly Neary - Young Talent in Oklahoma  
Raven Toney - Young Talent in Oklahoma  
Harouna Saho - Young Talent in Oklahoma - Judges' Choice

**Oklahoma State Fair Juried Art Show**

Ashley Cole - Merit Award  
Molly Neary - Merit Award  
Isabel Reed - Merit Award  
Jocelyn Schoenbaum - Merit Award  
Ruth Shcolnik - Merit Award  
Macy Yandell - Merit Award  
Tomas Zarkhin - Merit Award  
Miranda Wrobel - Exceptional Merit Award

**Oklahoma Summer Arts Institute**

Cole Thomas Eberle - Film & Video  
Patrick Stevens Thai - Photography

**Scholastic Art and Writing**

Parker Dew - Honorable Mention

**Norman North High School**

**OSSAA Choir**

Ellie Bieler - Superior Rating - Vocal Solo  
Carter Chase - Superior Rating - Vocal Ensemble  
Isabella Clark - Superior Rating - Vocal Ensemble  
Baylee Collett - Superior Rating - Vocal Solo  
Tyler Deisering - Superior Rating - Vocal Ensemble  
Bethany Fielding - Superior Rating - Vocal Solo  
Addison Fields - Superior Rating - Vocal Ensemble  
Rebekah Godwin - Superior Rating - Vocal Ensemble  
Zenon Hendrix - Superior Rating - Vocal Ensemble  
Madelyn Huntington - Superior Rating - Vocal Solo  
Taylyn Kindel - Superior Rating - Vocal Ensemble  
Maitreya LaMoreaux - Superior Rating - Vocal Solo  
Aubrey Leidner - Superior Rating - Vocal Solo  
Meg Loy - Superior Rating - Vocal Solo  
Bennett Lyda - Superior Rating - Vocal Solo  
Trisdon Metseff - Superior Rating - Vocal Ensemble  
Brandon Nicholson - Superior Rating - Vocal Solo  
Abby Osburn - Superior Rating - Vocal Ensemble  
Mason Smith - Superior Rating - Vocal Ensemble  
Alaura Swenson - Superior Rating - Vocal Ensemble

**Oklahoma Summer Arts Institute**

Aubrey Leidner - Soprano  
Serena Cai - Dance  
Charlotte Andrea Johnson - Dance  
Mackenzie Caddell - Orchestra (Flute)  
Melody Chen - Violin

Leina Cheng - Orchestra  
Evelyn Combs - Viola  
Miranda Huang - Viola  
Ethan Li - Orchestra  
Riley Robinson - Cello

**OSSAA Speech and Debate**

Emilie Adcock - 6th Place State Tournament - Dramatic Interpretation  
Tuqa Alibadi - 4th Place State Tournament - Extemporaneous Speaking  
Tuqa Alibadi - State Champion - Lincoln Douglas Debate  
Nicole Gilkey - 5th Place State Tournament - Poetry Interpretation  
Elianna Huang - 4th Place State Tournament - Lincoln Douglas Debate  
Setayesh Kazempoor - 8th Place State Tournament - Foreign Extemporaneous Speaking  
Setayesh Kazempoor - State Champions - Public Forum Debate  
Alexander Papavassiliou - State Champions State Tournament - Public Forum Debate  
Elias Sikavitsas - 3rd Place State Tournament - Lincoln Douglas Debate

**Mabee-Gerber Museum of Art - HS Juried Art Exhibition - Honorable Mention**

Enya Apanasova

Natalie Newbury

**Oklahoma Art Education Association Young Talent in Oklahoma Art Show**

Kathleen Martin

Mya Uribe-Portillo

**Oklahoma Summer Arts Institute**

Addison Clinton - Film & Video

Will Ingels - Photography

Kathleen Martin - Dance

Charlie Metcalf - Film & Video

Mya Uribe-Portillo - Photography

**Scholastic Art and Writing**

Lillian Dai - Honorable Mention x2 - Scholastic Art and Writing

**Academic Awards****Language Arts Awards**

Presented by Jessica Eschbach

**Alcott Middle School**

Mila Steiger - OKCTE Young Writers Anthology-Chosen for Publication - Oklahoma Council of Teachers of English

**Irving Middle School**

Brogan Jones - Winner Middle School Poetry - Oklahoma Writing Project

**Whittier Middle School**

Adora Zhang - Site, Region and County Winner - State Level Participant - Thunder State Spelling Bee

**Scholastic Art and Writing Awards****Norman High School**

Katie Kirkpatrick - Silver Key Regional Award - Poetry

Miranda Thai - Silver Key Regional Award - Dramatic Script

Yunsu Kim - Gold Key Regional Award - Poetry

Yunsu Kim - Gold Key Regional Award - Writing Portfolio

Kallan McKinney - Gold Key Regional Award - Poetry

Kallan McKinney - Gold Medal National Award - Poetry

**Norman North High School**

Cordelia Amundson - Silver Key Award - Personal Essay & Memoir

Gage Anderson - Silver Key Award - Personal Essay & Memoir

Peyton Benson - Silver Key Award - Personal Essay & Memoir

Alisa Burt - Gold Key Award - Photography

Dody Escoe - Gold Key Award - Personal Essay & Memoir

Bethany Fielding - Gold Key Award - Personal Essay & Memoir

Nicole Gilkey - Silver Key Award - Personal Essay & Memoir

Madelyn Huntington - Silver Key Award - Personal Essay & Memoir

Taylyn Kindel - Silver Key Award - Personal Essay & Memoir

Sam Millar - Silver Key Award - Personal Essay & Memoir

Areli Serna - Silver Key Award - Personal Essay & Memoir

Lucy Sieck - Silver Key Award - Critical Essay

Jocelyn Wheeling - Gold Key Award - Personal Essay & Memoir

Madeleine Wheeling - Gold Key Award - Personal Essay & Memoir

**Math Awards**

Presented by Jamie Rentzel

**Whittier Middle School**

Sophia Zhao - AMC 8: Young Women in Mathematics Certificate for Oklahoma/Arkansas Division - AMC 8

Adora Haque - 3rd place, Divisions IV, 6th grade - OSSM Middle School Math Contest

Henry Zheng - 3rd place, MathCounts Competition and Oklahoma member of the Nationals team

**1st place, Regional Stock Market Game Fall Semester**

Ryan Zheng

Alexander Meeks

Ian Barnes

**1st place, Purple Comet! Math Meet - Ranked top 1/3 of teams in US and globally**

Sophia Zhao

William Kempf

Anika Dehadrai

Bridget Liu

Akshara Sakthivel

**Science Olympiad State Tournament Awards**

**Presented by Jeff Patterson**

**Whittier Middle School**

Michaela Brown - 3rd Place: Rocks & Minerals

Anika Dehadrai - 2nd Place: Codebusters

Anika Dehadrai - 3rd Place: Crimebusters

Anika Dehadrai - 3rd Place: Forestry

Bridget Liu - 3rd Place: Forestry

Bridget Liu - 2nd Place: Codebusters

Bridget Liu - 3rd Place: Crimebusters

**Norman North High School**

Olivia Caudill - 1st Place: Codebusters, 1st Place: Green Generation, 2nd Place: Anatomy, 2nd Place: Cell Biology

Catherine Dunsworth - 2nd Place Experimental Design, 2nd Place: Disease Detectives

Matthew Ha - 1st Place: Scrambler, 1st Place: Flight, 1st Place: Codebusters

Sara Huang - 1st Place: Codebusters, 1st Place: Flight, 1st Place: Scrambler, 2nd Place: Experimental Design, 2nd Place: Anatomy

Miranda Huang - 2nd Place: Detector Building

Bryan Joo - 1st Place: Forensics, 2nd Place: Detector Building, 2nd Place: Cell Biology

Zejun Li - 1st Place: Forensics

Kiersten Navarro - 1st Place: Green Generation, 2nd Place: Trajectory, 2nd Place: Environmental Chemistry

Victor Stoneman - 2nd Place: Environmental Chemistry

Kate Xue - 2nd Place: Disease Detectives, 2nd Place: Trajectory

Norman North High School - 2nd Place Overall in State - Science Olympiad State Tournament

**STEM and DECA Awards**

**Presented by Jane Purcell**

**Oklahoma State Technology State Association Competition**

**Longfellow Middle School**

	3 <sup>rd</sup> Place Rube Goldberg Event
2 <sup>nd</sup> Place Problem Solving Event.	Cooper Christianson
Isaac Kreft	Trooper Fried
Gideon Lambert	Savanah Maddock
	Crosby Maddock
	Hank Vann

**Whittier Middle School**

Jamie Kang - 1st Place - Essays on Technology

2nd Place System Control Technology

Alexander Bourne

Maggie Brown

Jaxon Dvoracek

3<sup>rd</sup> Place - Challenging Technology Issues

Akshara Sakthivel

William Kempf

**Norman North High School**

1st Place - Debating Technical Issues

Arya Ramineedi

Anastasia Sikavitsas

**DECA Awards**

**Norman High School**

Cori McKay - 1st Place - Principles of Marketing (National Qualifier)

Irie Rogers - 2nd Place - Financial Consulting (National Qualifier)

Braden Breinholt - 2nd Place - Entrepreneurship Series (National Qualifier)

**World Language Awards**

**Presented by Janet Gorton**

**Elementary Spanish Intern**

**Norman High School**

Saif Al Hashimi	Landon Gibbins	Kaelyn Petroski
Ania Bagajewicz	Magaly Gonzalez	Lucy Pippins
Connor Barba	Alix Grantham	Angel Porras
Owen Billingsley	Emma Henry	Harrison Powers

Samara Bonner	Jennifer Hernandez	Philip "Trace" Redwine
Phineas Bonner	Sullivan Ho	Roman Roberts
Lydia Bouchard	Jaycee Irwin	Kaylyn Simmons
Avery Bozeman	Riley Jewell	Jaelynn Spencer-Rodriguez
Jocelyn Clark	Theodore "Joe" Johnson	Blake Starling
Kael Cochran	Nola McKee	Olivia Tedesco
Hannah Cordon	Liam McKinney	MaKayla Thompson
Drew Crowley	Maryanne Neff	Ava Watkins
Parker Dew	Kimberly Olivares	Connor Willis
Benjamin Edwards	Aspen Osgood	

**Recipient of the Seal of Biliteracy - Oklahoma State Department of Education  
Norman High School**

Phineas Bonner	Pamela Martinez-Avila	Harrison Powers
Avery Bozeman	Liam McKinney	Roman Roberts
Landon Gibbins	Daniela Nicholson	Leah Tchatchoua
Corin Lowe	Aspen Osgood	Olivia Tedesco

**Norman North High School**

Caroline Carter  
Lizbeth Samayoa-Garcia

**Esports Awards**

**Presented by Christy Fisher**

**Oklahoma Scholastic Esports Super Smash Bros. Ultimate State Championship  
Norman High School**

Drake Ford - 3rd Place  
Takaki Mishima - 5th Place

**Athletic Awards**

**Presented by T.D. O'Hara**

**Norman High School**

Girls Basketball Team - Class 6A State Runner-Up - OSSAA  
Kayla Jones - All-State Girls Basketball - OSSAA  
Aaliyah Henderson - All-State Girls Basketball - Oklahoma Coaches Association  
Kaida Bradley - State Runner-up Girls Swim - OSSAA  
J.D. Thumann - State Champion (200 Free) Boys Swim - OSSAA  
J.D. Thumann - State Champion (100 Fly) Boys Swim - OSSAA  
Cheer - State Runner-Up (Stunt) - USA CHEER  
Olivia Tedesco - All-State Cheer - Oklahoma Coaches Association  
Boys Golf - Class 6A Champions - OSSAA  
Sabastian Salazar - Class 6A Individual State Champion Boys Golf - OSSAA  
Chloe Soto - All-State Girls Soccer - Oklahoma Coaches Association  
Kaylyn Simmons - All-State Girls Soccer - Oklahoma Coaches Association  
Boys Soccer - Class 6A State Academic Champions - OSSAA  
Diego Leal - All-State Boys Soccer - Oklahoma Coaches Association  
Zach Lopez - All-State Boys Soccer - Oklahoma Coaches Association  
Boys Track (4x100 Relay Team) - Class 6A State Runner-up - OSSAA

**Norman North High School**

Devin Jansing - State Runner-Up Girls Wrestling - OSSAA  
Devin Jansing - All-State Girls Wrestling - Oklahoma Coaches Association  
Jadie Brister - All-State Girls Swimming - Oklahoma Coaches Association  
Varsity Pom - State Runner-Up - Oklahoma State Dance Team Directors Association  
JV Pom - State Champions - Oklahoma State Dance Team Directors Association  
Pom Large Intermediate Ensemble - State Champions - Oklahoma State Dance Team Directors Association  
Pom Small Intermediate Ensemble - State Champions - Oklahoma State Dance Team Directors Association  
Meya Davis - Intermediate Solo State Champion Pom - Oklahoma State Dance Team Directors Association  
Brylee Thompson - All-State Pom - Oklahoma State Dance Team Directors Association  
Jaci Jackson - All-State Pom - Oklahoma State Dance Team Directors Association  
Alyssa Seratte - All-State Pom - Oklahoma State Dance Team Directors Association  
Girls Soccer - Class 6A Girls Soccer State Runner-up - OSSAA  
Camden Pratcher - Class 6A State Champion Indoor and Outdoor Boys Track- Long Jump - OSSAA  
Landon Bruce - All-State Baseball - Oklahoma Baseball Coaches Association

**IV. Disposition of Routine Business by Consent Action**

Motion to approve the consent docket as listed below and in the agenda. This motion, made by Tina Floyd and seconded by Alex Ruggiers, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea

**IV.A. Construction Contract to Super Roofs Inc, for Jackson Elementary School 2022  
Emergency Reroof Projects Package #3**

**IV.B. Allstate Termite and Pest Solutions Agreement for Pest Management Services for Fiscal  
Year 2023-2024**

V. **Adjournment**

7:26 PM Motion to adjourn. This motion, made by Tina Floyd and seconded by Alex Ruggiers, Passed. Tina Floyd: Yea, Dirk O'Hara: Yea, Annette Price: Yea, Alex Ruggiers: Yea

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Dirk O'Hara, Board of Education President

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Cathy Sasser, Board Clerk

(Seal)

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma  
d/b/a Norman Public Schools  
131 S. Flood Avenue  
Norman, OK 73069

and the Contractor:  
(Name, legal status, address and other information)

Super Roofs Inc.  
908 SE 44<sup>th</sup> Street  
Oklahoma City, OK 73129

for the following Project:  
(Name, location and detailed description)

Norman Public Schools – 2022 Emergency Reroof Projects – Package 3:  
2203C – Jackson Elementary School

The Architect:  
(Name, legal status, address and other information)

MIDL Architects, LLC.  
200 N University Blvd.  
Norman, OK 73069  
Telephone Number: (405) 512-9662

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>®</sup>–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>®</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*
- A date set forth in the Notice to Proceed issued by the Architect.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

[ X ] Not later than One Hundred Sixty-Nine ( 169 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Ninety-Five Thousand Dollars and No Cents (\$ 995,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Proposal Package 2203C Alternate No. 1 (Jackson Elementary School)	\$14,500.00
Proposal Package 2203C Alternate No. 2 (Jackson Elementary School)	\$9,750.00
Proposal Package 2203C Alternate No. 3 (Jackson Elementary School)	\$5,500.00
Proposal Package 2203C Alternate No. 4 (Jackson Elementary School)	\$4,750.00
Proposal Package 2203C Alternate No. 5 (Jackson Elementary School)	\$15,500.00
Proposal Package 2203C Alternate No. 6 (Jackson Elementary School)	\$19,500.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
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§ 4.3 Allowances, if any, included in the Contract Sum:  
*(Identify each allowance.)*

Item	Price
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§ 4.4 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

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Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price No. 1:	Unit price per square foot to remove and replace damaged existing metal roof deck with new metal roof deck to match.	\$12.00
Unit Price No. 2:	Refer to Section 07 54 23 Thermoplastic-Polyolefin Roofing - Unit price per square foot to provide 1/2" cover board.	\$8.00

**§ 4.5** Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

**§ 4.6** Other:  
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  1. 15 percent overhead and profit on the net cost of our own Work;
  2. 15 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10 percent overhead and profit on the net cost of the Work..

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the Fifteenth (15<sup>th</sup>) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth (10<sup>th</sup>) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner per prompt pay statute.  
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

In compliance with State law.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Ten percent (10%) per annum

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

Init.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
*(Name, address, email address, and other information)*

Brad Coplen, Director  
Norman Public Schools Central Services  
101 Triad Village Dr.  
Suite 153  
Norman, OK 73071

§ 8.3 The Contractor's representative:  
*(Name, address, email address, and other information)*

Milton Chinchilla, President  
Super Roofs Inc.  
908 SE 44<sup>th</sup> Street  
Oklahoma City, OK 73129

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 11:29:46 CT on 03/31/2023 under Order No.2114421940 which expires on 03/29/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.  
User Notes:

(1449813579)

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Sheet Index attached hereto as Exhibit "B"	Sheet Index	03/02/2023

.6 Specifications

Section	Title	Date	Pages
Refer to Specifications Section 00 01 10 Table of Contents attached hereto as Exhibit "C"	Table of Contents	03/02/2023	2

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	03/21/2023	7
Addendum No. 2	03/27/2023	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

- The Sustainability Plan:

Title	Date	Pages
-------	------	-------

- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 72 00	General Conditions	03/02/2023	44
00 73 00	Supplementary Conditions	03/02/2023	2

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal

Init.

requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
Milton Chinchilla, President  
(Printed name and title)

# Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:29:46 CT on 03/31/2023.

PAGE 1

AGREEMENT made as of the                    day of                    in the year 2023

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma  
d/b/a Norman Public Schools  
131 S. Flood Avenue  
Norman, OK 73069

...

Super Roofs Inc.  
908 SE 44<sup>th</sup> Street  
Oklahoma City, OK 73129

...

Norman Public Schools – 2022 Emergency Reroof Projects – Package 3:  
2203C – Jackson Elementary School

...

MIDL Architects, LLC.  
200 N University Blvd.  
Norman, OK 73069  
Telephone Number: (405) 512-9662

PAGE 2

[  ] Established as follows:

...

A date set forth in the Notice to Proceed issued by the Architect.

PAGE 3

[  ] Not later than One Hundred Sixty-Nine ( 169 ) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Ninety-Five Thousand Dollars and No Cents (\$ 995,000.00 ), subject to additions and deductions as provided in the Contract Documents.

...

<u>Proposal Package 2203C Alternate No. 1</u> <u>(Jackson Elementary School)</u>	<u>\$14,500.00</u>
<u>Proposal Package 2203C Alternate No. 2</u> <u>(Jackson Elementary School)</u>	<u>\$9,750.00</u>
<u>Proposal Package 2203C Alternate No. 3</u> <u>(Jackson Elementary School)</u>	<u>\$5,500.00</u>
<u>Proposal Package 2203C Alternate No. 4</u> <u>(Jackson Elementary School)</u>	<u>\$4,750.00</u>
<u>Proposal Package 2203C Alternate No. 5</u> <u>(Jackson Elementary School)</u>	<u>\$15,500.00</u>
<u>Proposal Package 2203C Alternate No. 6</u> <u>(Jackson Elementary School)</u>	<u>\$19,500.00</u>

PAGE 4

<u>Unit Price No. 1:</u>	<u>Unit price per square foot to remove and replace damaged existing metal roof deck with new metal roof deck to match.</u>	<u>\$12.00</u>
<u>Unit Price No. 2:</u>	<u>Refer to Section 07 54 23 Thermoplastic-Polyolefin Roofing - Unit price per square foot to provide 1/2" cover board.</u>	<u>\$8.00</u>

...

**CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  1. 15 percent overhead and profit on the net cost of our own Work;
  2. 15 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 10 percent overhead and profit on the net cost of the Work..

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth (15<sup>th</sup>) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth (10<sup>th</sup>) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner ~~not later than~~ ( ) days after the Architect receives the Application for Payment per prompt pay statute.

PAGE 5

Five percent (5%)

...

In compliance with State law.

**PAGE 6**

%—Ten percent (10%) per annum

...

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

**PAGE 7**

Brad Coplen, Director

Norman Public Schools Central Services

101 Triad Village Dr.

Suite 153

Norman, OK 73071

...

Milton Chinchilla, President

Super Roofs Inc.

908 SE 44<sup>th</sup> Street

Oklahoma City, OK 73129

**PAGE 8**

<u>Refer to Sheet Index attached hereto as Exhibit "B"</u>	<u>Sheet Index</u>	<u>03/02/2023</u>	
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...

<u>Refer to Specifications Section 00 01 10 Table of Contents attached hereto as Exhibit "C"</u>	<u>Table of Contents</u>	<u>03/02/2023</u>	<u>2</u>
--	--------------------------	-------------------	----------

...

<u>Addendum No. 1</u>	<u>03/21/2023</u>	<u>7</u>
<u>Addendum No. 2</u>	<u>03/27/2023</u>	<u>1</u>

...

Supplementary and other Conditions of the Contract:

...

<u>00 72 00</u>	<u>General Conditions</u>	<u>03/02/2023</u>	<u>44</u>
<u>00 73 00</u>	<u>Supplementary Conditions</u>	<u>03/02/2023</u>	<u>2</u>

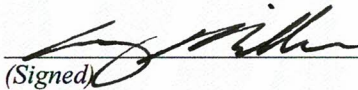
**PAGE 9**

Milton Chinchilla, President

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:29:46 CT on 03/31/2023 under Order No. 2114421940 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
*(Signed)*

*Principal Architect*  
*(Title)*

*3/31/23*  
*(Dated)*

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017 Exhibit A

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

Norman Public Schools – 2022 Emergency Reroof Projects – Package 3:  
2203C – Jackson Elementary School

**THE OWNER:**  
(Name, legal status and address)

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma  
d/b/a Norman Public Schools  
131 S. Flood Avenue  
Norman, OK 73069

**THE CONTRACTOR:**  
(Name, legal status and address)

Super Roofs Inc.  
908 SE 44<sup>th</sup> Street  
Oklahoma City, OK 73129

### **TABLE OF ARTICLES**

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction.

#### **ARTICLE A.2 OWNER'S INSURANCE**

##### **§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201<sup>®</sup>–2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>®</sup>–2017 contains additional insurance provisions.

**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
----------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
  
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
  
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ A.2.5.2 **Other Insurance**  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

### ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

#### § A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

#### § A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

#### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

Init.

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ( \$ ) each accident, ( \$ ) each employee, and ( \$ ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Oklahoma. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

§ A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
----------	--------

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the State of Oklahoma, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	\$995,000.00
Performance Bond	\$995,000.00
Maintenance Bond	\$995,000.00

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

# Additions and Deletions Report for AIA® Document A101® – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:29:57 CT on 03/31/2023.

## PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of \_\_\_\_\_ in the year 2023

...

Norman Public Schools – 2022 Emergency Reroof Projects – Package 3:  
2203C – Jackson Elementary School

...

Independent School District #29 (ISD-29) of Cleveland County, Oklahoma  
d/b/a Norman Public Schools  
131 S. Flood Avenue  
Norman, OK 73069

...

Super Roofs Inc.  
908 SE 44<sup>th</sup> Street  
Oklahoma City, OK 73129

## PAGE 2

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located, State of Oklahoma,~~ property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

## PAGE 4

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located, State of Oklahoma.~~ The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general aggregate, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

PAGE 6

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the ~~jurisdiction where the Project is located, State of Oklahoma.~~ The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

[  ] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

PAGE 7

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the ~~jurisdiction where the Project is located, State of Oklahoma,~~ as follows:

...

Payment Bond	<u>\$995,000.00</u>
Performance Bond	<u>\$995,000.00</u>
<u>Maintenance Bond</u>	<u>\$995,000.00</u>

**EXHIBIT "B"**

**LIST OF DRAWINGS (SHEET INDEX)**

**PACKAGE 2203C – JACKSON ELEMENTARY SCHOOL:**

**INDEX:**

G-001	JACKSON TITLE SHEET
G-002	GENERAL INFORMATION

**ARCHITECTURE:**

A-120	JACKSON OVERALL ROOF PLAN
AD-121	JACKSON DEMO ROOF PLAN AREA A
A-121	JACKSON ROOF PLAN AREA A
A-401	JACKSON ROOF TYPE DETAILS
A-501	JACKSON DETAILS
A-511	JACKSON DETAILS
A-901	JACKSON EXISTING PHOTOS



Exhibit "C"

**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

**TABLE OF CONTENTS**

**SECTION 00 01 10**

**DIVISION 0 - INTRODUCTORY INFORMATION**

00 01 01	PROJECT TITLE
00 01 10	TABLE OF CONTENTS
00 11 13	SOLICITATION AND NOTICE FOR PROPOSALS
00 21 13	INSTRUCTIONS TO PROPOSERS
00 25 13	PRE-PROPOSAL MEETING
00 42 00	PROPOSAL FORM
00 50 00	CONTRACTING FORMS AND SUPPLEMENTS
00 52 00	AGREEMENT FORMS
00 62 50	DESIGNATION OF PURCHASING AGENT
00 72 00	GENERAL CONDITIONS
00 73 00	SUPPLEMENTAL CONDITIONS TO THE CONTRACT

**DIVISION 1 - GENERAL REQUIREMENTS**

01 11 00	SUMMARY OF WORK
01 20 00	PRICE AND PAYMENT PROCEDURES
01 22 00	UNIT PRICES
01 23 00	ALTERNATES
01 25 00	SUBSTITUTIONS PROCEDURES
01 30 00	ADMINISTRATIVE REQUIREMENTS
01 31 00	PROJECT MANAGEMENT AND COORDINATION
01 32 00	CONSTRUCTION PROGRESS SCHEDULE
01 33 00	SUBMITTALS PROCEDURES
01 35 53	SECURITY PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 41 00	REGULATORY REQUIREMENTS
01 42 00	REFERENCES
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 55 00	VEHICULAR ACCESS AND PARKING
01 60 00	PRODUCT REQUIREMENTS
01 61 16	VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS
01 61 23	ASBESTOS PROHIBITION
01 61 26	LEAD CONTAMINATION CONTROL ACT
01 73 00	EXECUTION
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES
01 78 00	CLOSEOUT SUBMITTALS

**DIVISION 2 - EXISTING CONDITIONS**

02 25 29.23	ROOFING INVESTIGATIONS
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**DIVISION 3 – CONCRETE**

NOT USED

**DIVISION 4 – MASONRY**

NOT USED



**DIVISION 5 - METALS**

05 50 00 METAL FABRICATIONS

**DIVISION 6 - WOOD AND PLASTICS**

06 10 53 MISCELLANEOUS ROUGH CARPENTRY

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

07 54 23 THERMOPLASTIC-POLYOLEFIN ROOFING

07 62 00 SHEET METAL FLASHING AND TRIM

07 72 00 ROOF ACCESSORIES

07 92 00 JOINT SEALANTS

**DIVISION 8 – OPENINGS**

NOT USED

**DIVISION 9 - FINISHES**

09 91 00 PAINTING

**DIVISION 10 – SPECIALTIES**

NOT USED

**DIVISION 11 - EQUIPMENT**

NOT USED

**DIVISION 12 – FURNISHINGS**

NOT USED

**DIVISION 13 - SPECIAL CONSTRUCTION**

NOT USED

**DIVISION 14 - CONVEYING EQUIPMENT**

NOT USED

**DIVISION 21 - FIRE SUPPRESSION**

NOT USED

**DIVISION 22 - PLUMBING**

NOT USED

**DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)**

NOT USED

**DIVISION 26 - ELECTRICAL**

NOT USED

**DIVISION 28 - ELECTRONIC SAFETY AND SECURITY**

NOT USED

**DIVISION 31 - EARTHWORK**

NOT USED

**DIVISION 32 - EXTERIOR IMPROVEMENTS**

NOT USED

**DIVISION 33 - UTILITIES**

NOT USED

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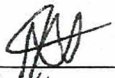
END OF SECTION

# Contract Affidavit

STATE OF Oklahoma

COUNTY OF Oklahoma

Milton Chinchilla, of lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by dealer to submit the attached contract to the Board of Education, Norman, Oklahoma. Affiant further states that dealer has not paid, given, nor donated, or agreed to pay, give, or donate to any officer or employee of the Board of Education, Norman, Oklahoma, any money or other thing of value, either directly or indirectly in the procuring of the contract.

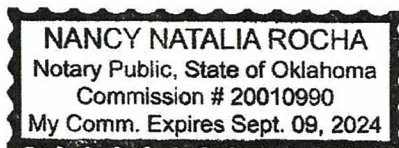
  
\_\_\_\_\_  
Signature

Subscribed and sworn before me this day:

30th March, 2023

Nancy Natalia Rocha  
Notary Public

09/09/2024  
My commission expires



(This affidavit shall accompany the proposal)

**Independent School District #29 of Cleveland County, OK d/b/a  
Norman Public Schools  
Declaration by Vendor Regarding Prohibition of  
Sex Offenders on School Premises**

The undersigned, Milton Chinchilla, represents that he/she is the owner or an officer of Super Roofs Inc., who has the authority to make this declaration to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools, as required by Section 6-101.48 of title 70 of the Oklahoma Statutes. I declare that no employee working on school premises during normal working hours under the authority of the above named company or business has been convicted in this State, the United States or another state of any sex offense subject to the Sex Offenders

Registration Act or is subject to another state's or the federal sex offender registration provisions.

I further understand that Title 57, O.S. Supp. 1999, Section 589 provides as follows, to-wit:


It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages.

I further declare that so long as the undersigned performs work or provides services to the Independent School District #29 of Cleveland County, OK d/b/a Norman Public Schools that the undersigned will at all times comply with the statutory provisions described herein.

Dated this 30th day of March, 2023

Vendor Name (type or print) Super Roofs Inc.

Authorized Representative (type or print) Milton Chinchilla

Authorized Representative's Signature 

Federal ID # or Social Security Number 82-4760477

Return Declaration to: **Independent School District #29 of  
Cleveland County, Oklahoma  
d/b/a Norman Public Schools  
Purchasing Department  
131 South Flood  
Norman, OK 73069**



# Performance Bond

999249295

**CONTRACTOR:**

*(Name, legal status, and address)*  
Super Roofs, Inc.

908 SE 44th St.  
Oklahoma City, OK 73129

**OWNER:**

*(Name, legal status, and address)*  
Norman Public Schools

131 S Flood Ave  
Norman, OK 73069

**SURETY:**

*(Name, legal status, and principal place of business)*

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**MAILING ADDRESS FOR NOTICES:**

Liberty Mutual Surety Claims  
P.O. Box 34526  
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT**

Date:

Amount: \$995,000.00      Nine Hundred Ninety-five Thousand Dollars And Zero Cents

Description:

*(Name and location)*

2022 Emergency Reroof Projects - Package 3; 2203C - Jackson Elementary School

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$995,000.00      Nine Hundred Ninety-five Thousand Dollars And Zero Cents


Modifications to this Bond:       None       See Section 16


**CONTRACTOR AS PRINCIPAL**

Company:      *(Corporate Seal)*  
Super Roofs, Inc.

**SURETY**

Company:  
The Ohio Casualty Insurance Company

Signature:   
Name Milton Churchill  
and Title: president  
*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature:   
Name  
and Title: Wendy Hollen - Attorney in Fact



*(FOR INFORMATION ONLY — Name, address, and telephone)*

**AGENT or BROKER:**

Insurance Agency of Mid-America, Inc.

10009 S Pennsylvania Ave  
Oklahoma City, OK 73159-6905  
405-691-0016

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer, or other party:)*  
MIDL Architects, LLC

200 N University Blvd.  
Norman, OK 73069  
(405) 512-9662

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text  
in AIA Document A312-2010 Edition Performance Bond.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text  
in AIA Document A312-2010 Edition Payment Bond.



MAINTENANCE BOND

Bond #: 999249295

KNOW ALL MEN BY THESE PRESENTS, that we, Super Roofs, Inc.

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto Norman Public Schools

(hereinafter called the Obligee), in the penal sum of Nine Hundred Ninety-five Thousand Dollars And Zero Cents (\$995,000.00)

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated:

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee for 2022 Emergency Reroof Projects - Package 3; 2203C - Jackson Elementary School

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a period of 12 months from and after the date of the completion of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of Boston, Massachusetts, promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Super Roofs, Inc. (Principal)

By: [Signature]

The Ohio Casualty Insurance Company

By: Wendy Hollen (Attorney-in-Fact)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

# POWER OF ATTORNEY

Principal: Super Roofs, Inc.

Agency Name: Insurance Agency of Mid-America, Inc.

Bond Number: 999249295

Obligee: Norman Public Schools

Bond Amount: (\$995,000.00) Nine Hundred Ninety-five Thousand Dollars And Zero Cents

Contract Amount: (\$995,000.00) Nine Hundred Ninety-five Thousand Dollars And Zero Cents

**KNOW ALL PERSONS BY THESE PRESENTS:** that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Wendy Hollen** in the city and state of **Oklahoma City, OK**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: *David M. Carey*

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Company this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



AGENCY CUSTOMER ID: 00005649

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Insurance Agency of Mid America Inc		NAMED INSURED Super Roofs, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

respects General Liability, Auto Liability and Workers' Compensation.



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

04/19/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189		PHONE (A/C, No, Ext): (405) 691-0016	COMPANY Zurich - US Assure 3817 N.W. Expressway Suite 1010 Oklahoma City OK 73112-1429	
FAX (A/C, No): (405) 691-0415	E-MAIL ADDRESS: dzamora@midamericainc.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00005649				
INSURED Super Roofs, Inc. 908 SE 44th St  Oklahoma City OK 73129		LOAN NUMBER	POLICY NUMBER BR74133528	
		EFFECTIVE DATE 04/19/2023	EXPIRATION DATE 10/19/2023	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

## PROPERTY INFORMATION

### LOCATION/DESCRIPTION

520 Wylie Rd  
Norman, OK 73069

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

## COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

 SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$1,000
Renovations and Improvements	\$996,000	W&H:2%
All Covered Property at all Locations	\$996,000	


## REMARKS (Including Special Conditions)

Project: Norman Public Schools - 2022 Emergency Reroof Projects - Package 3: 2203C -Jackson Elementary School  
As required by written contract, Independent School District #29 (ISD-29) of Cleveland County, Oklahoma dba Norman and MIDL Architects are additional insured as respects Builders Risk Policy.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  Independent School District #29 (ISD-29) of Cleveland County, Oklaho 131 S Flood Avenue  Norman OK 73069	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE 			



## PEST CONTROL SERVICE AGREEMENT

Residential  Commercial  Inside Only  Perimeter Only  Inside & Perimeter  Lawn Included

Customer: Independent School District No. 29, Cleveland County, Oklahoma a/k/a Norman Public Schools ("NPS")

Phone:

Address: 131 South Flood

City, State, Zip: Norman, OK 73069

Description of Property: See Pages 11 and 12 of RFP#2023008

Service Location: See Pages 11 and 12 Phone:

Address:

City, State, Zip:

Service Schedule:  Monthly  Quarterly  Other:

Service to Begin: July 1<sup>st</sup>, 2023

Payment Schedule:  Monthly  Quarterly  Other:

Initial Service Price: \$

Annual Amount: \$38,808

Pests to be Controlled:  Common household  Commercial  Other

Unless checked, the following pests are not included:

Carpet Beetles  Fungus Gnats

Carpenter Ants  Pharaoh Ants  Flies & flying insects  Bed Bugs  Stored product pests

Fire Ants  Mice, Rodents  Wood-infesting insects  Fleas  Ticks

Special Instructions: Contract period July 1<sup>st</sup>, 2023 to June 30<sup>th</sup>, 2024, with option for 4 individual renewal periods as stated in Scope of RFP 20238, page 5. Live trapping pricing for nuisance wildlife is as follows: \$125 to set trap and \$25 per each animal removed. All other off contract pest control will be at the bid price of \$125 per hour plus material costs. Please see attachment for individual site pricing.

SERVICE GUARANTEE: Due to the nature of many of the pests covered by this agreement, and due to the limitations imposed by the construction of most homes and businesses, we cannot guarantee complete elimination of pests. We do promise to use products and methods that will provide you with the most effective and efficient pest control possible, and to do our best to meet your expectations regarding the control of nuisance pests in your environment. We will also use products and methods to maximize your safety and comfort and to meet all federal, state and local regulations. If we fail to meet your expectations, please notify us and allow us thirty (30) days to correct the problem. If we are unable to correct the unsatisfactory conditions within this time period, you reserve the right to cancel this contract. We are not responsible for insect or rodent damage.

