



Clinton Board of Education Special Meeting
Monday, October 28, 2024 6:00 PM
Administration and Technology Center
1720 Opal Ave
Clinton, Oklahoma 73601

1. Call to order and roll call.
2. Board consideration and vote to pay general fund encumbrances #564-576 totaling \$8,102.40 and bond fund 32 #1 totaling \$2,500.00.
3. Discussion and possible action to award the bid on the new bus shed.
4. Discussion and possible action to award the construction contract on the new bus shed.
5. Discussion and possible action to award the bid for the ag barn construction.
6. Discussion and possible action to award the ag barn construction contract.
7. Adjourn.

Donna Warnick, Minutes Clerk

If you need any special assistance to enter the premises or if you need any special consideration for any portion of this meeting, please call 323-1800 at least 10 hours prior to the start of the meeting.

This agenda was posted on the West side of the front door of the Administration and Technology Center on Friday, 4:00 p.m.

Encumbrance Register

Options: Year: 2024-2025, Date Range: 10/16/2024 - 10/24/2024, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	14	07/01/2024	2006	PURCHASE POWER	POSTAGE FOR POSTAGE MACHINE	0.00
11	18	07/01/2024	1303	CITY OF CLINTON	WATER, SEWAGE, GARBAGE, YEARLY TENNIS COURT MAINT.	472.66
11	350	08/05/2024	1090	AMAZON CAPITAL SERVICES	CLASSROOM/OFFICE SUPPLIES FOR CMS STAFF	0.03
11	362	08/07/2024	1737	MCGRAW-HILL EDUCATION	ACCOUNTING BOOKS AND SUBSCRIPTION CHS	-8,200.00
11	418	08/21/2024	1757	MIDWEST SPORTING GOODS	GIRLS SOCCER SIZE 5 BALLS	10.00
11	421	08/22/2024	11113	SUTHERLANDS	SUPPLIES FOR CTAP CMS AND CHS	-348.92
11	453	09/05/2024	1964	PERMA BOUND BOOKS	BILINGUAL AND SPANISH LIBRARY BOOKS FOR SES	-3.22
11	538	10/03/2024	2135	SPECIAL OLYMPICS OKLAHOMA	REGISTRATION FOR BOWLING	-10.00
11	564	10/21/2024	1994	PROSPERITY BANK	REGISTRATION FOR SHEPHERD AND MINER WEBINAR	160.00
11	565	10/21/2024	1920	OMES-EGID HEALTH INS	HEALTH INSURANCE	1,359.24
11	566	10/21/2024	2304	WILLOW LANE	BOOKS FOR CHS LIBRARY	695.14
11	567	10/22/2024	11438	JAN SILER	EXTERNAL AUDIT OF 21ST CENTURY PROGRAM	1,000.00
11	568	10/22/2024	1757	MIDWEST SPORTING GOODS	WRESTLING BACKPACKS AND SHORTS	1,090.00
11	569	10/23/2024	1908	OKLAHOMA TSA	REGISTRATION FOR CMS TECH ED	125.00
11	570	10/23/2024	2304	WILLOW LANE	BOOKS FOR CMS LIBRARY	282.67
11	571	10/23/2024	11406	RED BRICK BOOKS	BOOKS FOR CMS LIBRARY	97.80
11	572	10/23/2024	1657	KNOWBUDDY RESOURCES	BOOKS FOR CMS LIBRARY	329.30
11	573	10/23/2024	2133	SPC OFFICE PRODUCTS	LEAVE FORMS	2,000.00
11	574	10/24/2024	2232	THOMPSON SCHOOL BOOK DEPOSITORY	ACCOUNTING BOOKS AND SUBSCRIPTION CHS	7,472.70
11	575	10/24/2024	1994	PROSPERITY BANK	MEALS FOR GEAR UP AFTER OU TOUR	90.00
11	576	10/24/2024	1664	KUTA SOFTWARE LLC	KUTA MATH FOR CMS AND CHS	1,480.00
Non-Payroll Total:						\$8,102.40
Payroll Total:						\$0.00
Balance Forward:						\$21,101,193.03
Report Total:						\$21,109,295.43

CLINTON PUBLIC SCHOOLS

Encumbrance Register

Options: Year: 2024-2025, Date Range: 7/1/2024 - 10/24/2024, Fund(s): BOND FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	1	10/08/2024	2457	THE PUBLIC FINANCE LAW GROUP, PLLC	LEGAL FEES FOR TRANSCRIPT OF GO BOND	2,500.00
Non-Payroll Total:						\$2,500.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$2,500.00

Quote

Mack Ford Welding and Construction
2410 Sunset Drv.
Clinton, OK. 73601
580-383-8676

Date: 05/07/2024
Quote No.: 10328
Salesperson: Mack Ford

Bill To:
Clinton Schools
Contact- Mark Goucher

Ship To:
Contact- Mark Goucher

Qty	Description	Unit Price	Total
1	material 40x176x14 bus barn payable to mueller inc 25% due when ordered remainder due when delivered	\$66,850.00	\$66,850.00
1	ancor bolts and templates for concrete	\$1,160.16	\$1,160.16
1	3 6x8 rollup doors and framing material	\$2,400.00	\$2,400.00
1	construction labor 50% due when framing is complete remainder due wehn completed	\$42,840.00	\$42,840.00
1	concrete payable to Jessie Music concrete	\$64,000.00	\$64,000.00

Total \$177,250.16

Please contact us for more information about payment options.

Thank you for your business.

SOLICITATION FOR BIDS

Separate Sealed Proposal will be received by the Clinton Public Schools at the location of:

**Clinton Public Schools
1720 Opal Ave.
Clinton, Oklahoma 73601**

The 25th day of September 2024 at 3:00 P.M. for the Bid Packages listed below for furnishing labor and materials for the:

CLINTON PUBLIC SCHOOLS - SITE WORK PACKAGE

Bus Shed Project

Bid Packages:

- #1 Concrete (L&M)
- #2 Structural Steel Fabrications [BONDED] (L&M)
- #3 Structural Steel Erection [BONDED] (L&M)

NOTE: For a complete description of the bid packages scope, please contact Superintendent Tyler Bridges of Clinton Public Schools.

Said bid will be received at Clinton Public Schools by Tyler Bridges, Superintendent. Immediately following the time stated above the bids will be publicly read aloud at Clinton Public Schools.

Contract Documents prepared by:

Tyler Bridges
Clinton Public Schools
1720 Opal Avenue
Clinton, OK 73601

Contract Documents will be on file at Clinton Public Schools. Bidders may obtain complete sets of drawings and specifications by applying to the office of:

Clinton Public Schools
1720 Opal Avenue
Clinton, OK 73601
Office-(580)-323-1800 Fax-(580)-323-1804

The owner reserves the right to reject any or all bids based on qualifications set forth in the bidding documents.

PROPOSAL FORM

Accompanying this proposal is a Certified or Cashier's Check or Bidder's Surety Bond made payable to the Owner for not less than 5% of the amount submitted herein. It is understood that the check or bond will be returned to the bidder, except that in the event of the Owner's acceptance of this Proposal, and the Bidder fails to execute a Contract and file Performance and Materials and Payment Bonds within ten days of the date of the Owner's acceptance; then, in that event, the Bidder's Check or Bond will become the property of the Owner because of the failure of the Bidder to comply with the specified requirement. Bid Bond is accompanied by Bonding Agent's Power-of-Attorney.

The undersigned agrees that this proposal shall not be withdrawn for a period of sixty days from the date of the bid opening;

9/10/22
DATE

SEAL (IF BID BY CORPORATION)

Respectfully Submitted:

Mack Ford Welding & Construction
BIDDER

A _____
(Corporation, Partnership, Etc.)

Mack Ford
SIGNATURE

2410 Sunset DR
ADDRESS

Clinton Ok 73601

580-383-8676
PHONE/FAX

EMAIL

mackfordweldingandconstruction@
yahoo.com

CONTRACTORS CHECKLIST FOR BID SUBMITTAL

The Oklahoma Public Competitive Act of 1974 requires the following items to be submitted at the bid opening in order to be qualified bid:

1. **Bid Form – Signed**
2. **Business Relationships Affidavit – Signed and notarized**
3. **Non-Collusion Bid Affidavit – Signed and notarized**
4. **Bid Guarantee (five percent of bid proposal)**
 - A. Certified Check
 - B. Cashier's Check
 - C. Bid Bond
 - ✶ D. Irrevocable Letter of Credit form a banking institution insured by F.D.I.C. or F.S.L.I.C. (State Law limits this to a maximum of \$100,000 contracts.)
5. **Acknowledge All Addendums on Bid Form**
6. **Material Only** bids will not require a Bid Guarantee or Bonds.



Bank Letter of Guarantee

September 13, 2024

Clinton Public Schools
PO Box 729
Clinton, OK 73601

RE: Mack Ford Welding & Construction, LLC
2410 Sunset Dr.
Clinton, Ok 73601

To Whom It May Concern:

This letter will serve as your notification that **Oklahoma Bank and Trust Company** will **HONOR AND GUARANTEE** payment of any check(s) signed by **Robert Mack Ford** of **Mack Ford Welding & Construction, LLC**, up to the amount of **Ten Thousand Dollars (\$10,000.00)** and drawn on account number **759312**.

This **GUARANTEE** is for the purpose of our customer bidding on the construction of a metal building for Clinton Public Schools.

If further information is required, please feel free to contact this office.

Sincerely,

Bobby Ingram
Senior Vice President

Before me appeared **Bobby Ingram**, who signed this document this **13th** day of **September 2024**.

My commission Expires: 7/15/28
My commission #20008531

DaLynn Brinkley, Notary Public



(THIS AFFIDAVIT IS TO ACCOMPANY THE BID)

NONCOLLUSION AFFIDAVIT

STATE OF Oklahoma)

COUNTY OF Custer)

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

Mack Ford
Affiant

Subscribed and sworn to before me this 16th day of September 20 24.

My Commission Expires: 7/15/28

Dalynn Brinkley
Notary Public



(THIS AFFIDAVIT IS TO ACCOMPANY THE BID)

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Custer) ss.

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

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

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

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

[Signature]
Affiant

Subscribed and sworn to before me this 16th day of September 20 24.

My Commission Expires: 7/15/28

[Signature]
Notary Public



PROPOSAL SUBMITTED BY:

PROPOSAL FOR THE CONSTRUCTION OF THE
CLINTON PUBLIC SCHOOLS – BUS SHED – CLINTON, OKLAHOMA

Ladies and Gentlemen:

Having carefully examined the Drawings, Details and Specifications for the **CLINTON PUBLIC SCHOOLS – BUS SHED IN CLINTON, OKLAHOMA** and having visited the site and examined all conditions affecting the Work, the undersigned proposes to furnish all Work called for by said Documents for the sum or sums set forth as follows:

Bid Package No: 1 Description Material 40x176x12

For the sum or sums set forth as follows:

25% when ordered Remainder when material Delivered
Dollars (\$ 66,850⁰⁰)

Bid Package No: 2 Description Concrete 4" Floor with 16x18" Footing Form on West side & Both End walls

For the sum or sums set forth as follows:

Payable to Jess & Music Concrete Concrete & Labor
Dollars (\$ 65,160¹⁶)

Bid Package No: 3 Description Construction labor and 3- 6x8 Rollup Doors

For the sum or sums set forth as follows:

50% when Framing is Complete Remainder due when Completed
Dollars (\$ 45,240⁰⁰)

UNIT PRICE NO. Description One hundred Seventy Seven Two hundred fifty & 16/100

_____ Dollars.
(Written) (\$ 177,250¹⁶)
(Figures)

Bid Guarantee:

SUMMARY OF WORK

PART 1 – GENERAL

WORK INCLUDED:

It is the intent of the following to describe the Scope of Work included in each bid package. The bid shall include all the requirements in the specification sections listed unless specifically excluded below. There are three categories of bid packages – Labor and Material, Material Only, and Labor and Equipment.

- (1) Labor and Material Bid Packages (L&M): Each separate package shall include all labor, materials, services, and incidentals required for a complete installation. The bid shall also include all General Condition items relative to each Scope of Work. **Successful Labor Bid Package bidders must provide General Liability, Auto and Workers Compensation with Certificate listing Additional Insured and Waiver of Subrogation in favor of the Owner.**
- (2) Material Only Bid Packages (M): Each separate package shall include all labor, materials, services, and incidentals required for complete fabrication, manufacture, and delivery to the project site the materials included in the designated specification sections and drawings.
- (3) Labor and Equipment Bid Packages (L): Each separate proposal shall include all required labor and equipment to incorporate into the project specifically designated materials furnished by other bid packages. **Successful Labor Bid Package bidders must provide General Liability, Auto and Workers Compensation with Certificate listing Additional Insured and Waiver of Subrogation in favor of the Owner.**
- (4) Clarification: If any Bidder is unclear as to the Scope of Work required, contact the Owner prior to bidding.
- (5) Owner reserves option to award or reject any and all bid packages.
- (6) Bonded – means this package requires Performance & Payment Bonds (Owner reserves the right to waive bonding accordingly).
- (7) Out-of-State Subcontractors to provide proof of registration with the State of Oklahoma upon request per state law.
- (8) ALL packages are subject to Division 1 Requirements.

THE PROJECT:

Name:	Clinton Public Schools Bus Shed
Location:	Clinton, OK
Owner:	Clinton Public Schools

PERFORMANCE, PAYMENT, DEFECT BONDS AND ALL INSURANCE DOCUMENTS WILL HAVE CLINTON PUBLIC SCHOOLS LISTED AS ADDITIONAL INSURED AND COVERED PARTY. PLEASE BID ACCORDINGLY.

PART 2 – DIVISIONS OF WORK

GENERAL NOTES:

1. EACH BID SHALL INCLUDE REMOVAL OF ALL TRASH AND DEBRIS CREATED BY EACH BIDDER'S WORK, AS WELL AS STORAGE, LOADING, AND UNLOADING OF YOUR OWN MATERIALS
2. PERFORMANCE, PAYMENT, DEFECT BONDS AND ALL INSURANCE DOCUMENTS WILL HAVE CLINTON PUBLIC SCHOOLS LISTED AS ADDITIONAL INSURED AND COVERED PARTY. PLEASE BID ACCORDINGLY.
3. All bidders may have combined bids into one bid package or separate bids.
4. BIDDERS MAY

BID PACKAGE SUMMARIES:

The intent of the following BID PACKAGE SUMMARIES is to describe the SCOPE OF WORK to be included in the bid proposal for each bid package item. Bids shall include the BIDDING REQUIREMENTS AND DIVISION 1- GENERAL REQUIREMENTS. Bids shall include all the requirements of the specification section listed unless specifically excluded below. Additionally, bidders shall include in their pricing applicable portions of related specifications sections normally associated with this is to be done whether specifically indicated by the BID PACKAGES SUMMARY or not. If any bidder is unclear as to the SCOPE OF WORK required, he/she should contact the Owner prior to bidding.

Bid Package "1": CONCRETE [BONDED] (L&M)

This separate proposal shall include all labor, materials, equipment, services, incidentals, and related items as enumerated below to complete (to bottom of granular fill) the necessary forming, placing, finishing, curing, and sealing of all Concrete footings, slabs, pavements, and walks. This includes furnishing and placing all reinforcing steel. The following related accessories are also to be furnished and installed by this package as specified and per drawings:

- (1) All this work shall be completed as specified and as described on the Drawings.
- (2) Excavation for all footings as specified.
- (3) Furnish and install vapor barrier, metal keyway, perimeter insulation board, fiber expansion joint, waterproof membrane and necessary forming of bulkheads and placing of screeds as specified.
- (4) Furnish & install all reinforcing steel.
- (5) Install/layout anchor bolts
- (6) Disposal of spoils from foundation excavation

DIVISION 03 – CONCRETE

- 03 0586 Vapor Barrier
- 03 1100 Concrete Forming
- 03 1119 Insulating Concrete Forming
- 03 1513 Water stops
- 03 2000 Concrete Reinforcement
- 03 3000 Cast-In-Place Concrete
- 03 3500 Concrete Finishing
- 03 3900 Concrete Curing

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

- 07 2106 Foundation Perimeter Insulation
- 07 2113 Board Insulation

DIVISION 31 – EARTHWORK

- 31 2314 Building Area Subgrade Pad Preparation (as it applies to your scope)
- 31 2316 Excavation – Spread and Continuous Footings
- 31 3116 Termite Control

PERFORMANCE, PAYMENT, DEFECT BONDS AND ALL INSURANCE DOCUMENTS WILL HAVE CLINTON PUBLIC SCHOOLS LISTED AS ADDITIONAL INSURED AND COVERED PARTY. PLEASE BID ACCORDINGLY.

Includes, but not limited to:

1. Furnish all required surveying and layout for this scope of work from property corners and benchmark elevations established by the construction manager.
2. Excavation / backfilling as necessary to complete this scope of work.
3. All dewatering as required to complete this scope of work.
4. Furnish and install all required concrete reinforcing steel, concrete accessories, concrete material, rigid foundation insulation, formwork, curing compounds/processes, and concrete finishes to install all building foundation systems, including the installation of all embeds (furnished by others) in concrete.
5. Furnish and install all required concrete reinforcing steel, concrete accessories, concrete material, rigid foundation insulation, formwork, curing compounds/processes, and concrete finishes to install building slab-on grade, ICF walls, and elevated concrete slabs/ceilings
6. Removal / disposal of all excess spoils from your scope of work.
7. Furnish / install granular or aggregate base subgrade as outlined in plans / specs.
8. Furnish / install vapor retarder underneath slab-on-grade.
9. Furnish and application of weather protection methods as required by the contract documents.
10. Curing of the slab-on-grade as indicated in the plans / specs.
11. Furnish all concrete pumping services and or concrete conveying equipment as required to complete this scope of work.
12. Concrete testing as required to complete this scope of work per the contract documents.
13. Clean up and removal of all excess concrete materials, spillage, and waste within 5 days of concrete pours.
14. Furnish all required cold and hot concrete admixtures to complete this scope of work during cold and hot temperature concrete placements.
15. Furnish and install all non-shrink grout at embeds and columns as indicated.
16. Form all concrete slab leave-outs at locations indicated on the plans. Pour back leave outs after placement of steel / non-shrink grout.
17. Furnish and install all equipment pads, housekeeping pads, mechanical pads, transformer pads, and light pole bases that may be required by other bid packages, including reinforcement.
18. Furnish and install all concrete saw joints, construction joints, and keyways.
19. Furnish and install all sidewalks, including required excavation.
20. Furnish and install all expansion joints in the sidewalks and site paving as required by the plans/specs.
21. Furnish and install all concrete splash blocks.
22. Furnish and install all concrete stair treads.
23. Furnish and install all site concrete paving, including granular base below concrete paving / curb / gutters
24. Furnish and install all concrete curb and gutter.
25. Furnish and install all concrete wheel stops.
26. Coordination and cooperation with mechanical, electrical, fire protection, and other contractors for the installation of their work.
27. Furnish and install all ICF walls and elevated slabs.
28. Furnish and install all concrete slope end treatments (reference C600, C601) complete with rodent screens.
29. Furnish and install concrete flumes.
30. Furnish and install all handicapped / accessible parking footings and sleeves for signage.
31. Furnish and install board insulation underneath concrete slab at Walk-in-cooler.
32. Include provisions to eliminate the overpouring of footings at the storm drain / downspout locations (i.e. form the top of the footings at these locations to allow for storm drain / downspouts to be placed directly against the footing / brick veneer)

Bid Package "2": STRUCTURAL STEEL FABRICATIONS (M)

This separate proposal shall include all materials, services, and incidentals to furnish all Structural Steel and Metal Fabrications and deliver to the project site as specified and as per drawings including the following:

DIVISION 05 – METALS
05 1200 Structural Steel

CLINTON PUBLIC SCHOOLS
BUS SHED
CLINTON, OK

PERFORMANCE, PAYMENT, DEFECT BONDS AND ALL INSURANCE DOCUMENTS WILL HAVE CLINTON PUBLIC SCHOOLS LISTED AS ADDITIONAL INSURED AND COVERED PARTY. PLEASE BID ACCORDINGLY.

05 2100 Steel Joist Framing
05 3100 Steel Deck
05 5000 Metal Fabrications

Includes, but not limited to:

1. Furnish all structural steel, steel joist framing, steel bracing, metal decking, metal fabrications, and pipe and tube railings indicated in the contract documents.
2. Furnish all anchor bolts, complete with drawings,

Bid Package "3": STRUCTURAL STEEL ERECTION [BONDED] (L)

This separate proposal shall include all labor, equipment, services, and incidentals required for complete installation, **including receiving and unloading**, of materials furnished in Bid Package "2" as specified and as per drawings.

DIVISION 05 – METALS

05 1200 Structural Steel
05 2100 Steel Joist Framing
05 3100 Steel Deck
05 5000 Metal Fabrications

Includes, but limited to:

1. Installation of all structural steel, steel joist framing, steel bracing, metal decking, metal fabrications, and pipe and tube railings indicated in the contract documents.
2. Installation of all items provided in Bid Package "2"
3. Receiving and unloading of all structural steel items in bid package "2"
4. All crane services, and OSHA approved hoisting and crane equipment

*** * * END OF SECTION * * ***

Building Details

Building Type: RF SS LT
 Width: 40.000' Peak Offset: 20.000'
 Length: 176.000'
 Sidewall Bay Spacing **8 @ 22.0000'**

	<u>Eave Ht</u>	<u>Roof Slope</u>	<u>Girt Type</u>
Front Side:	<u>14.000'</u>	<u>1.000 in 12</u>	<u>Flush</u>
Back Side:	<u>14.000'</u>	<u>1.000 in 12</u>	<u>Flush</u>

Frame ID	Frame Type*	Col Type*	Rafter Type*	Frame Line	# Int Col's
1	Rigid Frame	Tapered	Tapered	2 8	-
2	Rigid Frame	Tapered	Tapered	3 4 5 6 7	-

* May change due to engineering requirements

Building Code (Provided by customer): **Building Loads:**

Design Code: IBC'12
 Closed/Open: P
 Exposure: C
 Importance - Wind: 1.00
 Site Class: D
 Importance - Seismic: 1.00
 Seismic Coefficient: 0.29
 Importance - Snow: 1.00

Dead Load: 2.50 psf
 Live Load: 20.00 psf
 Load Reduction: Yes
 Ground Snow: 10.00 psf
 Collateral: 3.00 psf
 Wind Load: 115.00 mph

Other Loads:

Crane Load? Yes No
 Floor Load? Yes No
 Parapet / Mansard? Yes No
 (Attach Separate Data Sheet)

Stepped elevations or structures within 20 feet? Yes No

Building Use Classification: **Standard Building**
 Description of building use: **Bus Barn**

Frame Coating

Main Columns & Rafters
 Red oxide
 Hot-Dipped Galv'd

Purlins, Girts, Eave Struts
 Red oxide
 Pre-Galvanized
 Hot-Dipped Galv'd

Door Framing
 Red oxide
 Pre-Galvanized
 Hot-Dipped Galv'd

Base Angle
 Red oxide
 Pre-Galvanized
 Hot-Dipped Galv'd

Ridge Covering

Peak Sheets
 Ridge Roll

Eave Condition

Front Sidewall	Back Sidewall
<input checked="" type="radio"/> Gutter & 9 Downspouts	<input type="radio"/> Gutter & Downspouts
<input type="radio"/> Eave Trim	<input checked="" type="radio"/> Eave Trim

Accessories

All accessories need to be applied to the base price as shown on the pricing page.

Item Description

Quantity

Price

Estimated Weight of Building: **32,200 lbs.**
 (Subject to change after the building is Engineered and Detailed)

End Frames

	Left	Right
Expandable	<input type="radio"/>	<input type="radio"/>
Non-Exp RF	<input type="radio"/>	<input type="radio"/>
Std. Endwall	<input checked="" type="radio"/>	<input checked="" type="radio"/>
CF Endwall	<input type="radio"/>	<input type="radio"/>

Base Condition

- Angle
- Trim
- Channel
- Girt

Wall Bracing

- Roof:
- Left Endwall:
- Front Sidewall:
- Right Endwall:
- Back Sidewall:

Bracing Details	
Roof:	Diagonal Bracing
Left Endwall:	Panel Shear
Front Sidewall:	Other
Right Endwall:	Panel Shear
Back Sidewall:	Diagonal Bracing

Framed Openings

Note: Bolted Clips

Wall	Bay	Open Width	Header Ht	Sill Ht	Offset
None					

*Note on framed openings: Mueller, Inc will supply the necessary reinforcement to brace framed openings against necessary loadings. If the size of the framed openings are specified by the customer, Mueller, Inc will not be responsible for adaptability of fit-up of items installed in these framed openings other than stock overhead doors supplied by Mueller, Inc

Purlin Extensions

Wall	Surface	Length	Soffit
None			

Eave Extensions and Canopies

Wall	Bay St	Bay End	Height	Width	Slope	Soffit
None						

Open walls:

*Note: All open walls will contain necessary columns unless otherwise noted.

Left Endwall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Right Endwall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Front Sidewall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Back Sidewall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Partial Walls and Wainscot:

Wall	Wainscot	Bay Start	Bay End	Open Height	Base	Full Load
Front Sidewall	Open	1	8	12.000'	C	N

Liner Panel

Location	Start	End	Height
None			

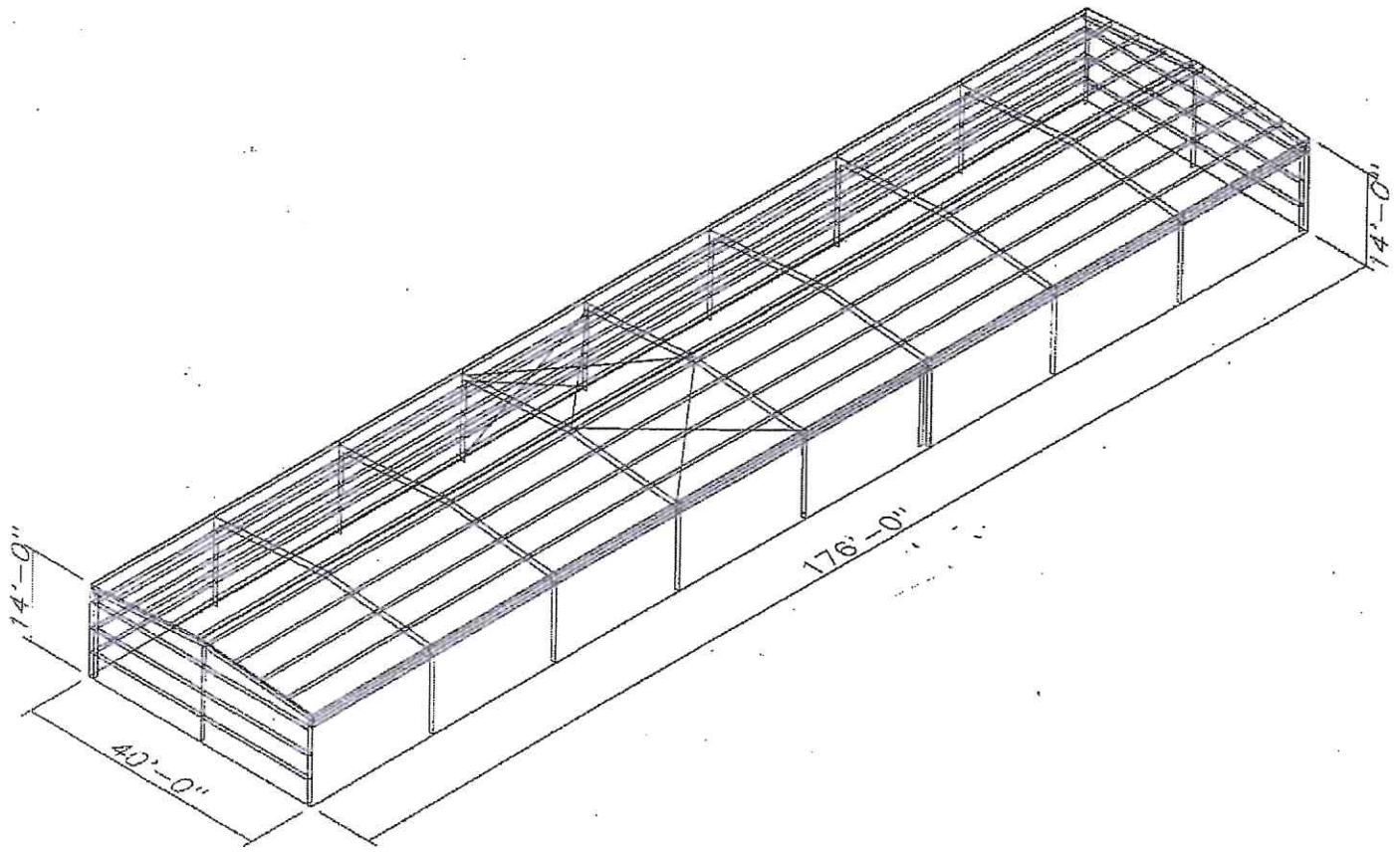
Sheets & Trim

Location	Color	Panel	Gauge	Quality	Trim
Roof	Burgundy	PBR	26	30 Yr.	Gable: Gold
Walls	Burgundy	PBR	26	30 Yr.	Eave: Gold
Soffit	---				Corner: Gold
Roof Liner	---				Jamb: Gold
Wall Liner	---				Liner: ---
Wainscot	---				Wainscot: ---

* see specific details at www.muellerinc.com.

Fasteners

	Roof	Walls	Soffit
Panel:	TEK1.25	TEK1.25	--
Lap:	LAPTEK	LAPTEK	--
Type:	Painted	Painted	--



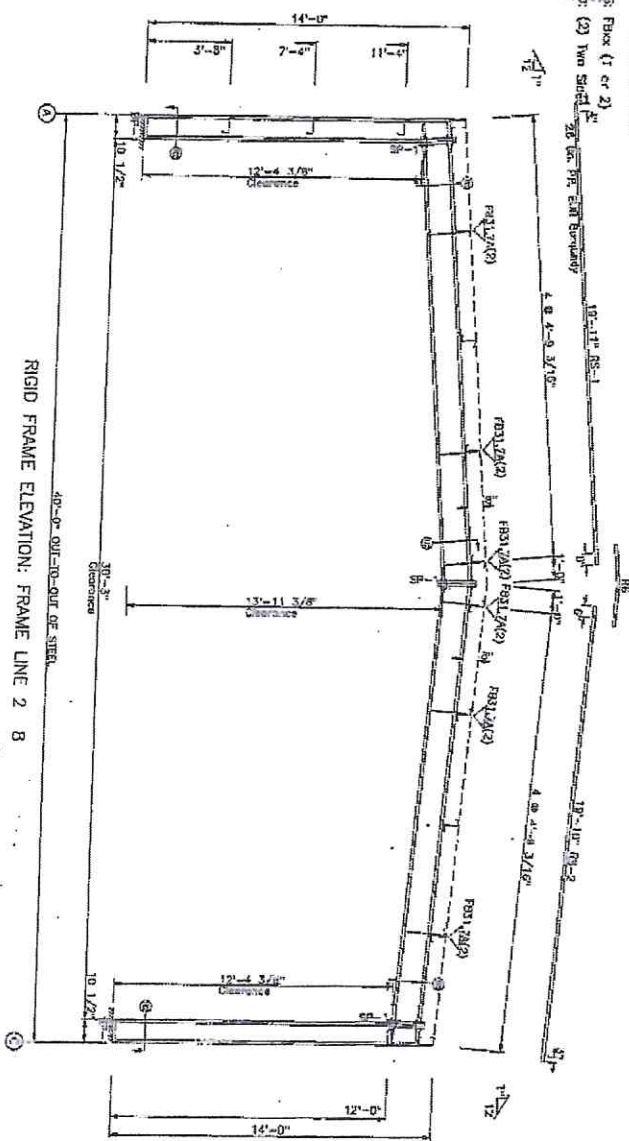
SHUDD PLANE & BOLT TABLE

Mark	Qty	Part	Int Type	Eng. Length	Width	Thick.	Remarks
SP-1	4	A325	0.750	2.50	1/2"	1-0 1/2"	

BASE PLATE TABLE

Col	Mark	Width	Part	Size	Length
BP-1	1	1/2"	10"		

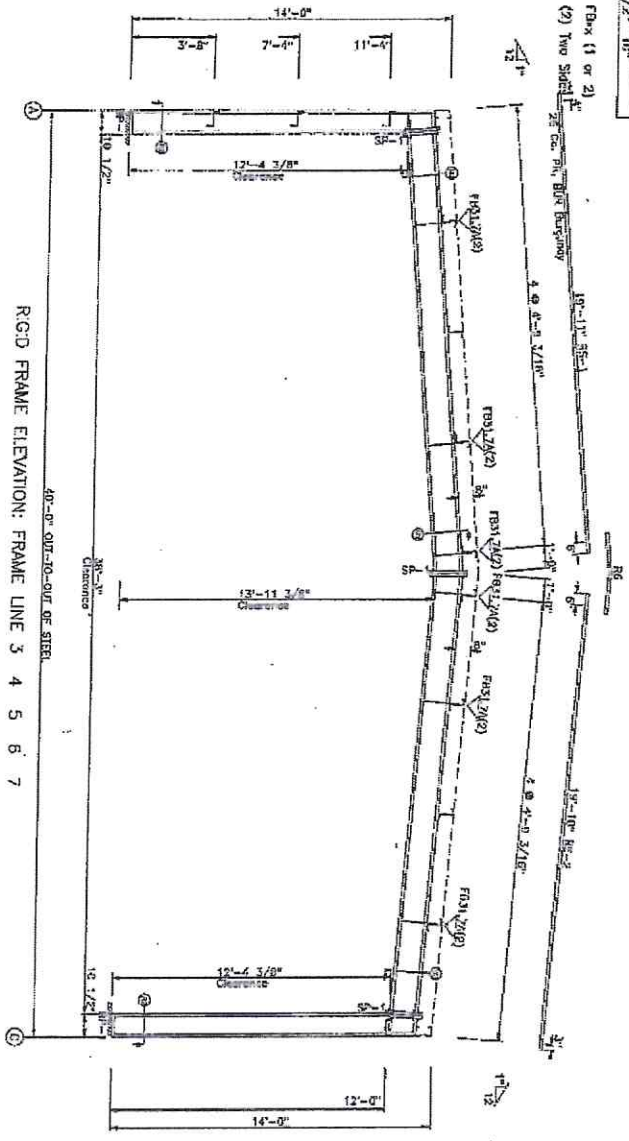
PLATE BRACES: FIVE (1 or 2)
 (1) One Side (2) Two Sides
 A - FB2X12



** THIS ENDWALL FRAME IS NOT EXPANDABLE **
 (Will be verified during renumbering)

SPURF PLANE & END TABLE						
Work	Qty	Top Bnd Int Type	Dis	Length	Wall Thick Length	
SP-1	4	4	0	AS225	6/750 E 50	6" 1/2" 1'-6" 1/2"
BASE PLATE TABLE						
Code	Width	Height	Size	Length	Area	
BP-1	6"	1 1/2"	10"			

▽ HANGER BRACKETS (Box 1) or 2)
 (1) One Side (2) Two Sides
 A - F120X212

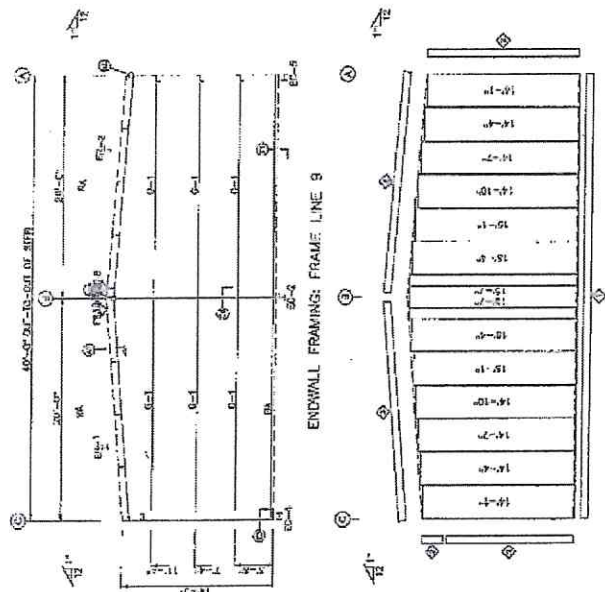


RCJD FRAME ELEVATION: FRAME LINE 3 4 5 6 7

** THIS ENDWALL FRAME IS NOT EXPANDABLE **
 (Will be verified during renumbering)

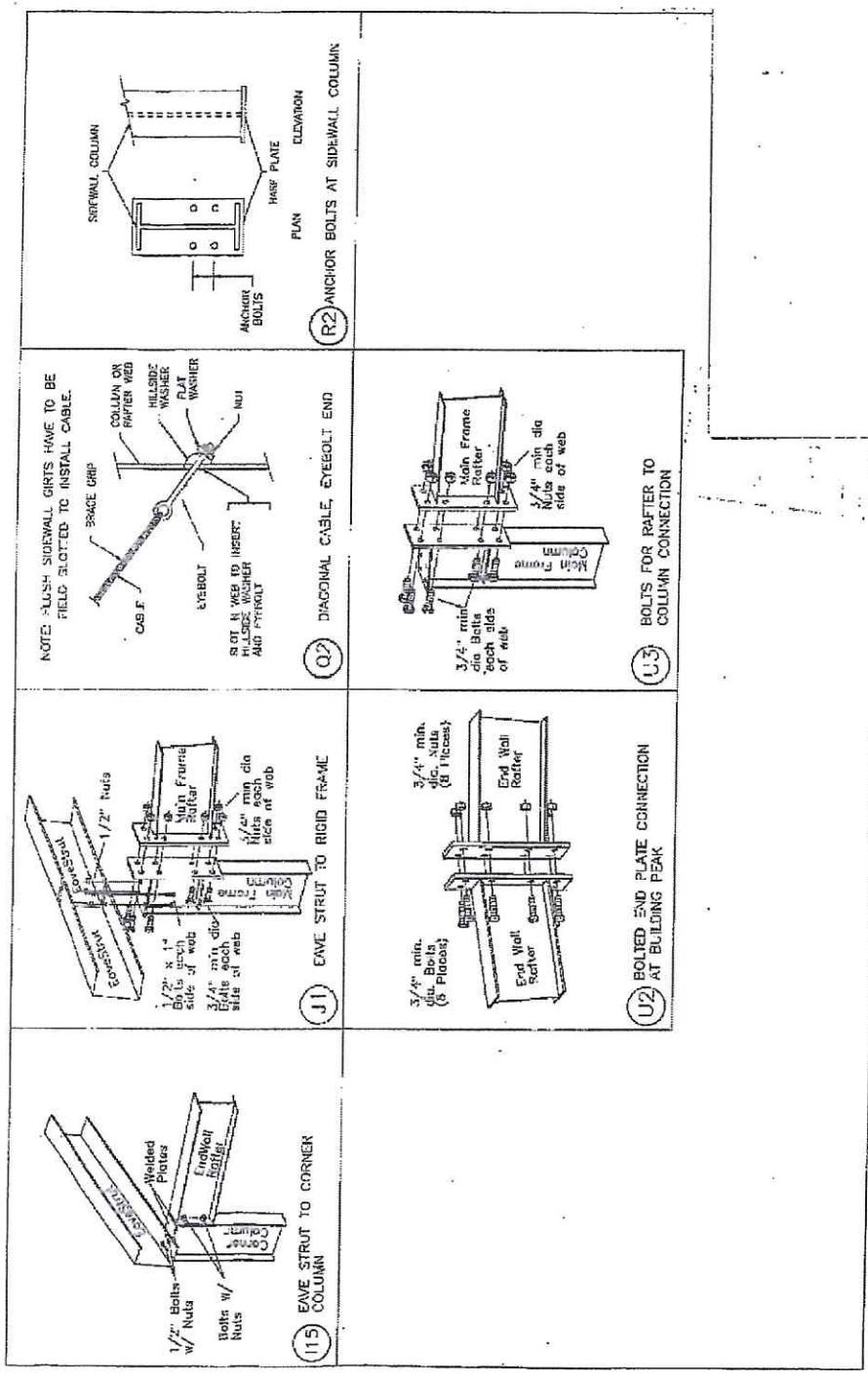
REV	DATE	BY	CHKD
1	10/15/00	JL	JK
2	11/15/00	JL	JK
3	12/15/00	JL	JK
4	01/15/01	JL	JK
5	02/15/01	JL	JK
6	03/15/01	JL	JK
7	04/15/01	JL	JK
8	05/15/01	JL	JK
9	06/15/01	JL	JK
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283			

BUILT TABLE	
NO. 1	NO. 2
NO. 3	NO. 4
NO. 5	NO. 6
NO. 7	NO. 8
NO. 9	NO. 10
NO. 11	NO. 12
NO. 13	NO. 14
NO. 15	NO. 16
NO. 17	NO. 18
NO. 19	NO. 20
NO. 21	NO. 22
NO. 23	NO. 24
NO. 25	NO. 26
NO. 27	NO. 28
NO. 29	NO. 30
NO. 31	NO. 32
NO. 33	NO. 34
NO. 35	NO. 36
NO. 37	NO. 38
NO. 39	NO. 40
NO. 41	NO. 42
NO. 43	NO. 44
NO. 45	NO. 46
NO. 47	NO. 48
NO. 49	NO. 50
NO. 51	NO. 52
NO. 53	NO. 54
NO. 55	NO. 56
NO. 57	NO. 58
NO. 59	NO. 60
NO. 61	NO. 62
NO. 63	NO. 64
NO. 65	NO. 66
NO. 67	NO. 68
NO. 69	NO. 70
NO. 71	NO. 72
NO. 73	NO. 74
NO. 75	NO. 76
NO. 77	NO. 78
NO. 79	NO. 80
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NO. 83	NO. 84
NO. 85	NO. 86
NO. 87	NO. 88
NO. 89	NO. 90
NO. 91	NO. 92
NO. 93	NO. 94
NO. 95	NO. 96
NO. 97	NO. 98
NO. 99	NO. 100



ENDWALL SHEETING & TRIM: FRAME LINE 9
 PANELS: 26 G. 2 - ELX Burgundy

GENERAL NOTES:
 1. SEE SHEET 2-41.17, REDUCE ENDWALL PANELS TO FIELD CUT TO MATCH ROOF SCAPE.
 2. **CAUTION**
 UP TO 80% ADDITIONAL LINER FEET (MEASURED FROM EXTERIOR FACE OF PANELS) MAY BE REQUIRED FOR FIELD LOCATED FRAMING OF PANELS. THE DIAPHRAGM STRENGTH OF THE ENDWALL PANELS, ALL ENDWALL COLUMNS AND JAMBS ARE DESIGNED AS PROPOSED BY OHA AND ARE NOT INTENDED TO BE CHANGED UNLESS FULLY BRACED.



CONSTRUCTION CONTRACT

This Agreement is made as of this 28th day of October, 2024, between **INDEPENDENT SCHOOL DISTRICT NO. 99 OF CUSTER COUNTY, OKLAHOMA** (“Owner”) and **MACK FORD WELDING AND CONSTRUCTION, LLC** (“Contractor”).

R E C I T A L S:

A. Owner has prepared or caused to be prepared plans, specifications and other documents describing the work to be performed for the Clinton Public Schools bus shed (the “Project”) and has advertised for and received bids for furnishing materials, labor and equipment for the completion of said work in accordance with the terms of this Agreement and applicable provisions of the Oklahoma Public Competitive Bidding Act (the “Act”).

B. Contractor, in response to the advertisement soliciting bids, submitted its bid to the Owner in the manner and at the time specified all in accordance with the terms of the Invitation for Bids.

C. Owner has determined that the Contractor is the lowest responsible bidder for completion of the Project and has awarded to the Contractor a contract for performance of the work.

NOW, THEREFORE, in consideration of the sum to be paid to the Contractor and in further consideration of the mutual agreements contained in this Agreement, the Owner and Contractor agree as follows:

1. **The Contract Documents.** The Contract Documents consist of this Agreement, the plans and specifications for the Project attached to this Agreement as “Exhibit A” (the “Specifications”), the Owner’s Solicitation for Bids and the Contractor’s Bid dated September 16, 2024. The foregoing Contract Documents form the Agreement and are as fully a part of the Agreement as if attached hereto or repeated herein. This Agreement represents the entire integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

2. **Statement of Work.** Owner hereby engages and employs Contractor, as an independent contractor, to construct and complete the Project. The Contractor accepts such employment and agrees to furnish, at its own cost and expense, all labor, tools, equipment and materials required to complete the Project as designated, described and required by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of the Owner or others (the "Work"). All Work under this Agreement shall be done in a good and workmanlike manner in strict accordance with the Contract Documents and to the entire satisfaction of the Owner.

3. **Date of Commencement and Substantial Completion.** For purposes of this Agreement, Substantial Completion shall be defined as that date by which the Contractor has sufficiently completed the Work to be performed under this Agreement, such that the site may be utilized by the Owner for its intended purpose leaving only minor defects and punch list items to

be corrected or completed. The Work specified in this Agreement shall begin within ten (10) days after the receipt by the Contractor of the Owner's Notice to Proceed. The Contractor shall achieve Substantial Completion of the entire Work not later than March 31, 2025 (the "Contract Time"), subject to adjustments of this Contract Time as may be agreed by Owner and Contractor to recognize delays caused by inclement weather or other causes outside the reasonable control of the Contractor. Contractor shall promptly correct all defects in material and workmanship for a period of one year after Substantial Completion of the Work.

4. **Cost of Work.** The Owner shall pay the Contractor for the performance of the Work specified in this Agreement, and the Contractor shall accept as full payment for its performance of the Work, the sum of \$177,250.16 (the "Contract Sum") representing the Contractor's total bid.

5. **Payment.** The Owner shall pay the Contract Sum to the Contractor in accordance with the schedule of values provided by the Contractor and approved by the Owner identifying each element contained within the scope of Work for the Project and the amount of the Contract Sum allocable to each element. Payment shall be made pursuant to payment requests submitted by the Contractor to the Owner on a monthly basis. The payment requests shall identify all labor and materials supplied and the Work performed during the previous month, less a retainer of 5%. After the Work has been substantially completed, the Owner will pay the 5% retainer to the Contractor, less an amount equal to 150% of the estimated cost to complete any remaining Work and correct any defects in the Work performed. Final payment shall be made when all punch list items have been completed to the satisfaction of the Owner.

6. **Compliance with Laws.** Contractor agrees to furnish Owner with the following at Contractor's expense: (1) a performance bond in an amount equal to the Contract Sum; (2) a warranty or defect's bond in an amount equal to the Contract Sum for a period of one (1) year from the date of Substantial Completion of the Work; and (iii) the statutory payment bond, all as required by the Oklahoma Public Competitive Bidding Act of 1974, as amended (the "Act"). Contractor shall comply with all city, county, state and federal laws applicable to the completion of the Work called for under the Contract Documents including, without limitation, the mandatory requirements of the Act. Contractor shall furnish, at Contractor's sole cost and expense, all permits and inspections required by state or local law.

7. **Insurance.** Contractor agrees to carry worker's compensation insurance in the statutory amount, at Contractor's sole cost and expense. Before commencing the performance of any portion of the Work, Contractor agrees to furnish Owner with certificates of liability insurance coverage, naming owner as a co-insured, in the following minimum amounts:

- (a) Property Damage \$50,000;
- (b) Bodily Injury or Death \$125,000 for any single claim; and
- (c) Multiple Claims arising out of a single occurrence \$1,000,000.

Each certificate of insurance shall require the Insurer to provide the Owner with Ten (10) days written notice prior to cancellation of the coverage for any reason. Contractor agrees to maintain said insurance coverage enforced during the entire term of this Agreement. In addition to such

insurance and not in lieu thereof, Contractor agrees to indemnify and hold Owner and its respective agents, employees and officers harmless (including defense costs) against any claim, demand or action arising from or growing out of Contractor's performance of the Work.

8. **Changes in the Work.** Owner may direct Contractor to make additions, deletions or other revisions to the Specifications. Any change in the scope of the Work or in the Contract Time shall be authorized by a written change order which shall describe, in detail, the addition, deletion or other revision and any increase or decrease in the Contract Sum or the Contract Time. The Contractor shall make no additions, deletions or revisions to the Work except pursuant to a written change order executed by both the Owner and the Contractor.

9. **Warranty.** Contractor warrants that the Project will be free from defects in labor and workmanship for a period of one year following Substantial Completion and acceptance of the Project by the Owner (the "Warranty Period"). Contractor agrees to repair or replace, without charge to the Owner, any defects in materials or workmanship which occur in normal service during the Warranty Period.

10. **Completion and Acceptance of the Work.** Following Substantial Completion of the Work, Contractor and Owner shall make a joint inspection of the Project, noting any defects, deficiencies, omissions or other items in need of correction in a written "punch list". Contractor shall fully repair, replace, correct or complete all items shown on the punch list promptly as a condition for payment of the balance of the Contract Sum. Upon notice by the Contractor that the Project has been fully completed, Contractor and Owner shall make a final inspection of the Project. If the Project has been completed in a good and workmanlike manner, and in accordance with the Contract Documents, the Owner shall accept the Project and Contractor shall submit Contractor's final invoice to the Owner in the full amount of the Contract Sum. The Owner agrees to pay such invoice promptly and in accordance with its usual invoice payment procedures.

11. **Contractor Default.** If Contractor fails to complete the Work within the Contract Time, fails to pay any subcontractor or trade contractor for material or labor furnished on the Project, or shall otherwise breach any material covenant, obligation or provision of this Contract, Owner shall have the right to terminate this Contract upon 10 days' written notice unless Contractor cures the default within the notice period.

12. **Miscellaneous.** This Contract represents the entire understanding between the parties concerning the subject matter hereof and may not be modified except by mutual written agreement of the parties. In any action to enforce this Contract or to recover damages for its breach, the prevailing party shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorney's fees. This Contract may not be assigned by either party except upon the express written consent of the other.

13. **Notices.** Any notice or communication required or permitted to be given under this Contract shall be in writing and shall be delivered personally, by commercial courier, or by United States certified or registered mail, postage prepaid, with return receipt requested, addressed to the other party at the address set forth below or at such other address as either party shall hereafter designate.

If to Owner: Clinton Public Schools
ATTN: Superintendent
1720 Opal Avenue
Clinton, OK 73601

If to Contractor: Mack Ford Welding and Construction, LLC
ATTN: Mack Ford
2410 Sunset Drive
Clinton, OK 73601

Dated this 28th day of October, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 99
OF CUSTER COUNTY, OKLAHOMA**

By _____

Name _____
President, Board of Education

**MACK FORD WELDING AND
CONSTRUCTION, LLC**

By _____
Mack Ford

Title _____

Quote

Mack Ford Welding and Construction
2410 Sunset Drv.
Clinton, OK. 73601
580-383-8676

Date: 10/22/2024
Quote No.: 10342
Salesperson: Mack Ford

Bill To:
Clinton Schools
Contact- Mark Goucher

Ship To:
Contact- Mark Goucher

Qty	Description	Unit Price	Total
1	material 60x60x12 25% due when ordered remainder due when building is delivered payable to mueller inc.	\$38,935.00	\$38,935.00
1	ancor bolts and template sets payable to mueller inc	\$611.57	\$611.57
1	concrete-60x60 x4 inch with 16x18 footing 3/8 rebar on 2 ft centers, vapor barrier, insulation in footing curing compound on floor control joints cut in floor material and labor payable to Musick Concrete Works when concrete is completed	\$34,200.00	\$34,200.00
1	construction labor due when completed 3600 sqft @ \$6.50 sqft	\$23,400.00	\$23,400.00
1	12 wide x 10 tall roll up door no openers due when installed	\$2,583.12	\$2,583.12
1	any insulation and electrical so required not included in bid		

Total \$99,729.69

Please contact us for more information about payment options.

Thank you for your business.

Ridge Covering

- Peak Sheets
- Ridge Roll

Eave Condition

- | | |
|--|---|
| <ul style="list-style-type: none"> Front Sidewall ● Gutter & 4 Downspouts ○ Eave Trim | <ul style="list-style-type: none"> Back Sidewall ● Gutter & 4 Downspouts ○ Eave Trim |
|--|---|

Accessories

**** All accessories need to be applied to the base price as shown on the pricing page. ****

<u>Item Description</u>	<u>Quantity</u>	<u>Price</u>
Alt 1: Wkd 3070 Windstorm 8 1/4" 140m Total Main Bldg	2	----- Included

Weight of Building: 18,047 lbs.
 (Subject to change after the building is Engineered and Detailed)

Special Requirements:

Note Anchor Bolts are not included with this Purchase Agreement

Base Building Price: (FOB Ballinger TX, Accessories and Taxes are not included)	\$38,585.00
Accessories	Included
Total without Tax (if applicable):	\$38,585.00
Tax: (0.00%)	\$0.00
Total with Tax (if applicable):	\$38,585.00
Delivery Charge to Destination	\$350.00
Total with Delivery and Tax *	\$38,935.00
Required Deposit:	-\$9,935.00
Balance Due per Terms & Agreement	\$29,000.00

* Including tax if applicable

Anchorage Purchase Agreement

Salesperson: Matthew Lovelady **Date:** 8/30/2024 **Prefab Bldg No:** _____

Customer: Clinton Public Schools

***Anchorage**

<u>Item Description</u>	<u>Quantity</u>	<u>Weight</u>	<u>Price</u>
Anchor Bolts	52	80.96	\$ 464.40
Anchor Bolt Template Sets	1	15.98	\$ 147.17
Sub Total			\$ 611.57
Tax (0.00%)			\$ 0.00
Anchor Bolt Ship to Branch (ELR)	1		No Additional Charge
Template Ship to Branch (ELR)	1		No Additional Charge
Totals		96.94	\$ 611.57

* May change due to engineering requirements

Terms and Conditions

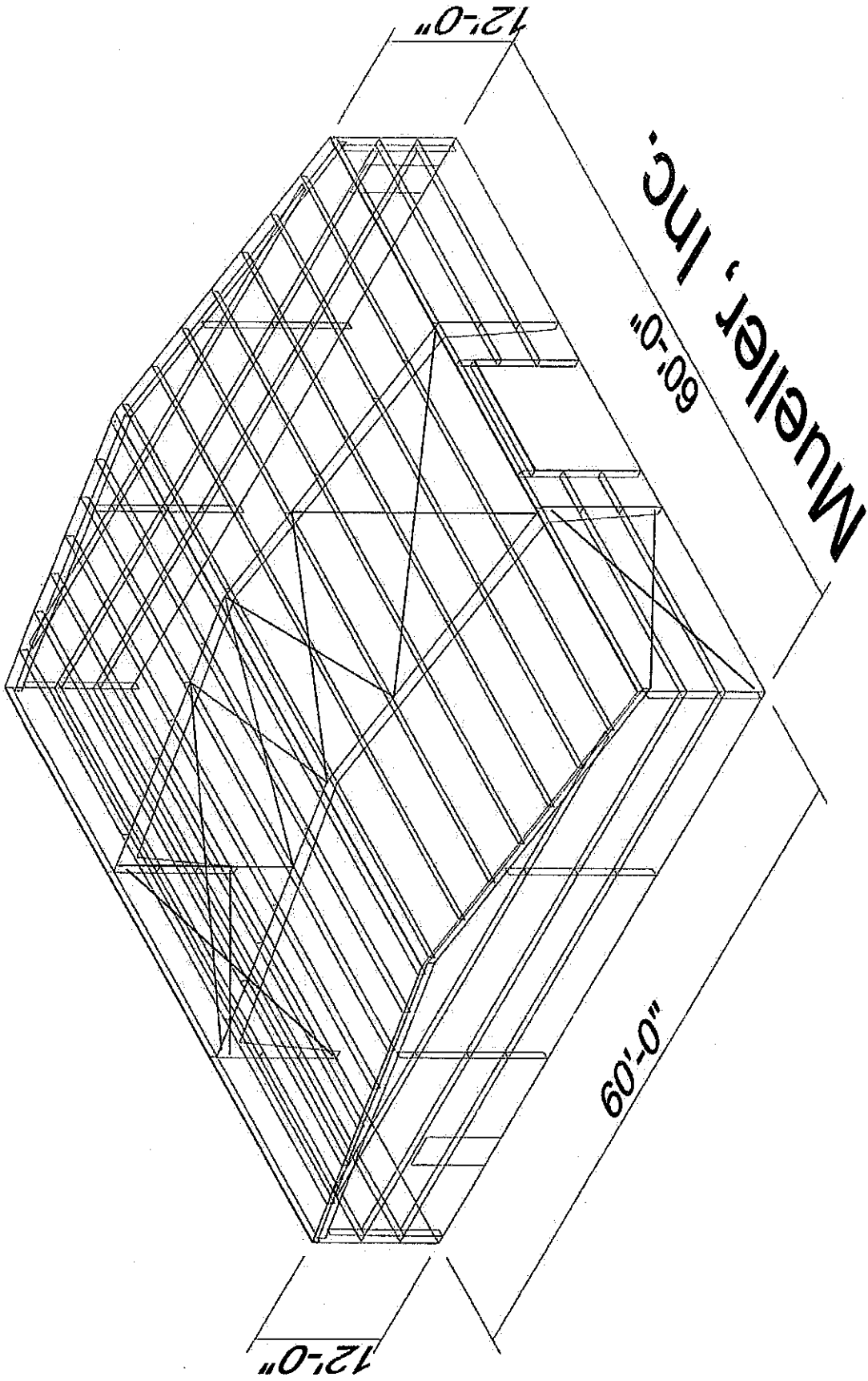
Date: 8/30/2024

- 1) Buyer understands and acknowledges that Mueller is not the engineer of record for Buyer's foundation, that Mueller offers no foundation engineering services, and that Buyer should consult a foundation engineer for the depth of anchor bolts or any other questions or concerns Buyer may have regarding Buyer's foundation.
- 2) If Buyer's construction project requires an engineered foundation, Buyer understands and acknowledges that it is Buyer's responsibility to retain the services of a third-party foundation engineer, to obtain anchor bolts as per the requirements of Buyer's foundation engineer, and that Mueller can only communicate to Buyer the diameter and overall length of anchor bolts supplied by Mueller. Due to Mueller's limited inventory, Mueller may not be able to supply the anchor bolts required by Buyer's foundation design and Buyer may need to source the anchor bolts from a third party.
- 3) If Buyer issues or incurs any change orders, Buyer understands and agrees that any change orders may affect the anchor bolt requirements, anchor bolt templates, pricing, and delay Mueller's performance. In the event Mueller incurs such a delay to its performance, Buyer understands and agrees that, in no event, shall Mueller be liable for any indirect, consequential, or liquidated damages, including loss of use, that Buyer may incur by reason of Mueller's delayed in performance.

BUYER:

Signature & Date

Printed Name & Date



Delivery Option: Direct Ship Drop Ship Branch Delivery Common Carrier
 Will Call

- This price includes the engineered drawings for the building described in this Agreement.
- Quoted prices will be honored for 14 days unless specified otherwise by Mueller.
- Any Change Orders issued or incurred by Customer may delay Mueller's performance and will incur price adjustments.
- Order pricing will be subject to price of steel increases if Customer delays Mueller's performance by 30 days or if Customer does not take receipt of the materials within 30 days of the ready-to-ship or pick-up date.
- Pricing will not be affected if delivery schedule cannot be met by Mueller.
- Concrete slab & foundation engineering are the customer's responsibility; please check local codes and/or ordinances for project requirements, if any.

Terms and Conditions



Date: 8/30/2024

- 1) **Mueller:** When the word "Mueller" is used in this document, it shall be construed to mean Mueller, Inc.
- 2) **Mueller's Scope of Work:** Mueller is a manufacturer and the supplier of the materials contained in this Order Document. Mueller is not the General or Prime Contractor of any work performed and does not provide any inspection, supervision, installation, or erection services. If an Engineer of Record is needed for the project, Buyer understands that Mueller and/or Mueller's engineer is not the Engineer of Record or Design Professional in Responsible Charge for Buyer's project. Any drawings furnished to Mueller are for reference only.
- 3) **Value+ Buildings:** While Mueller assisted Buyer in the design of Buyer's Value+ Building/s, Mueller has contracted with ACT Building Systems to provide the engineering and detailing for Mueller's Value+ Line of buildings. ACT Building Systems has retained the services of professional engineers as independent contractors who are responsible for the structural design of the building as detailed on the engineer sealed drawings provided through ACT. Neither Mueller, ACT Building Systems, nor the independent-contractor engineer providing the engineer seal drawings is the Engineer of Record or Design Professional in Responsible Charge for Buyer's Project.
- 4) **ProVia Products, Registration, and Warranty:** Mueller is a distributor of certain ProVia products. For warranty information for ProVia products, see ProVia's website, <https://www.provia.com/warranty/>, for ProVia warranties and warranty registration process. For information on Mueller warranties, see Paragraph 10) Warranties or visit Mueller's website for copies of all Mueller warranties for Mueller products.
- 5) **Storage Buildings:** For engineered storage buildings, Mueller may use independent, third-party, professional engineers who are responsible for all engineering services including, but not limited to, the steel design and engineer sealed drawings. Neither Mueller nor any such third-party engineer is the Engineer of Record or Design Professional in Charge responsible for Buyer's Project.
- 6) **Material To Be Furnished:** This Order Document covers only items specifically set out in this document. In the event of conflict between drawings, specifications, and this document, only material listed herein will be furnished. All materials furnished are to be governed by Mueller specifications. All other material furnished will be at extra charge. Due to a program of continuing improvement, product literature and specifications are subject to change without notice.
- 7) **Taxes:** Except as otherwise expressly provided herein, all excise, privilege, occupation, sales, use, personal property, and other taxes applicable to the sale, purchase, construction, use or ownership of any of Mueller's products and/or work provided herein, and for which Mueller shall be liable to collect or pay, shall be added to the Order Document and shall be paid by Buyer. Buyer further agrees to indemnify and hold harmless Mueller if Mueller is found responsible for any state or federal taxes owed by Buyer.
- 8) **Freight:** Freight is "F.O.B. Jobsite". Delivery as scheduled, as much as practical, at the convenience of the Buyer. Buyer assumes full responsibility for furnishing Mueller adequate access to construction site, if in the opinion of the driver, it is impractical to reach the Project site to off load, the point of delivery shall be that place where, in the opinion of the driver, off loading may reasonably proceed. If driver decides it is impractical or unsafe to reach the Project site, Mueller will contact Buyer in a timely fashion to coordinate an alternative solution.
- 9) **Inspection, Shortages, and Damages:** Buyer shall have two (2) weeks following Buyer's receipt of the materials to inspect and report to Mueller in writing any defective or missing materials. Following this inspection period, Buyer is deemed to have accepted all materials not rejected or reported missing. Buyer's acceptance does not affect Mueller's obligations under Mueller's Standard Warranties and does not apply to materials later found to have latent defects, defined as defects unable to be identified by visual inspection during the inspection period. It is agreed that claims for errors, shortages, imperfections, and deficiencies will not be entertained by Mueller unless made in writing to the appropriate sales department of Mueller within two (2) weeks after receipt of goods, and Mueller shall not in any event be liable for labor charges or consequential damages from any claimed defective materials. Buyer agrees that no back charges or offsets of any kind will be taken without Mueller's written consent.
- 10) **WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW MUELLER MAKES NO WARRANTIES EXCEPT THE WARRANTIES CONTAINED IN MUELLER'S STANDARD WARRANTIES. MUELLER'S STANDARD WARRANTIES ARE FOUND ON MUELLER'S WEBSITE. THE APPLICABLE WARRANTIES ARE THOSE IN EFFECT AT THE TIME OF THIS AGREEMENT. MUELLER'S LIABILITY IS LIMITED AS SET FORTH ON ITS STANDARD WARRANTIES, AND UNDER NO CIRCUMSTANCES SHALL MUELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. MUELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED BY MUELLER AND WAIVED BY BUYER. MUELLER MAY DELIVER, BY SEPARATE DOCUMENT, CERTAIN LIMITED WARRANTIES TO BUYER, WHICH LIMITED WARRANTIES MUST BE SIGNED BY BOTH MUELLER AND BUYER PRIOR TO OR AT THE TIME OF DELIVERY TO BUYER TO BE EFFECTIVE.**
- 11) **Delay by Mueller:** Mueller shall not be liable for any indirect, consequential, or liquidated damages including loss of use which Buyer may suffer by reason of Mueller's delays in the performance of this agreement resulting from circumstances beyond Mueller's reasonable control.
- 12) **Delay by Buyer:** In the event Buyer delays delivery or otherwise delays Mueller's performance by more than thirty (30) days, Mueller may re-price the materials to current market conditions to account for any price increases in materials. In the event Buyer delays delivery or fails to take possession of the materials by the agreed upon date, Buyer agrees that material stored at Mueller is subject to deterioration due to the effects of weather and such deterioration is not cause for rejection.
- 13) **Change Orders:** In the event Buyer issues or incurs any change orders, Buyer understands and agrees that Mueller's performance may be delayed and the price may increase.
- 14) **Force Majeure Event:** Neither Mueller nor the Buyer shall be liable for any delay in or inability to complete the performance of the Agreement because of unforeseen circumstances beyond their respective control, such as acts of God, industrial conflicts (including without limitation strikes, lockouts, and work interruptions), cyberattacks, government rules, regulations, suspensions or requisitions of any kind, fires, casualties or accidents. Either party affected by a Force Majeure event shall promptly upon learning of such event give notice to the other party, stating the nature of the Force Majeure event, its anticipated duration, and all actions being taken to avoid or minimize its effect.

Buyer understands that by signing below, it accepts this Agreement, and its terms and conditions become legally binding on Buyer at the time of Seller's acceptance. Prior to accepting this Agreement, Seller encourages Buyer to carefully review this Agreement and, if desired, consult professional legal counsel. Prior to Buyer's acceptance of this Agreement, Seller also encourages Buyer to contest and negotiate with Seller any terms or conditions of this Agreement that Buyer deems objectionable or unacceptable.

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

BUYER:

Signature & Date

MBS Version: 8/29/2024



Terms and Conditions

Date: 8/30/2024

- 15) **Insurance:** Mueller agrees to carry Workman's Compensation insurance as required by the laws of the State where Mueller's work is performed. Mueller agrees to carry Workman's Compensation insurance and Comprehensive General Liability insurance, including Property Damage, and Automobile Liability, covering the work performed by Mueller. Certificates of insurance coverage will be forwarded upon request. All other forms of insurance for the Project will be carried by Buyer or Buyer's contractor/s, unless otherwise agreed in writing.
- 16) **INDEMNITY: TO THE FULLEST EXTENT ALLOWED BY LAW, BUYER AGREES TO DEFEND AND INDEMNIFY MUELLER FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING CLAIMS FOR THE LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR PERSONAL INJURY, INCLUDING CLAIMS FOR WRONGFUL DEATH, ARISING FROM BUYER'S REAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF THIS AGREEMENT. THIS OBLIGATION TO DEFEND AND INDEMNIFY APPLIES REGARDLESS OF WHETHER IT IS CLAIMED THE DAMAGES WERE CAUSED BY THE COMPARATIVE NEGLIGENCE OF MUELLER.**
- 17) **Limitation of Liability:** In no event shall either party, Mueller or Buyer, be liable to the other party for any indirect, consequential, special, incidental, or punitive damages; or for any lost profits or business interruption of any kind or nature whatsoever. If Buyer's project involves retrofit materials or materials extending any existing structures and/or labor are supplied hereunder, Buyer understands and agrees that Mueller's is not liable or responsible for anything which results from transfer of any load to the existing structure.
- 18) **Credit:** Reasonable doubt on the part of Mueller of Buyer's financial responsibility shall entitle Mueller to stop operations, decline shipment, withhold delivery of any material in transit, or to exercise any other rights or remedies Mueller possesses in law and/or equity, without liability whatsoever to Mueller, until Buyer has paid for all material referred to in this proposal, or satisfied Mueller of its financial responsibility. It is further agreed that Buyer will pay all costs of collecting, securing, or attempting to collect or secure any indebtedness which may be hereunder, including reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. Should Buyer fail to make payment upon terms designated by Mueller, a penalty of 1 ¼ percent per month shall be levied, based on the balance of any invoice resulting from this Order Document or approved change orders. If state law prohibits this rate, the interest charged in the annual percentage rate will be the maximum allowed by state law. Payment for all materials delivered shall become due immediately upon delivery in accordance with the terms stated within this Order Document. In the event payment terms are not stated within this Order document, payment for all material becomes due on delivery.
- 19) **Code Compliance:** Buyer agrees that it will be Buyer's responsibility to ensure that any building ordered from Mueller meets the local codes or applicable regulations. Mueller only warrants that the buildings will meet specific loads outlined in the Order Document. Buyer understands that Mueller's engineer is not the Engineer of Record. Mueller reserves the right to change design or make structural substitutions of material which do not materially affect the strength or structural integrity of the building(s) purchased under this proposal. The "Design Practice" section of the MBMA Manual, 2012 edition (or most recent edition at the time of the contract), may be used as a general reference guide for clarification and interpretation of design load application.
- 20) **Acceptance and Cancellation:** Upon Buyer's signature, this proposal will become a Contract and final expression of agreement between Buyer and Mueller relating to the materials and/or work herein proposed to be sold. This Order Document cannot be modified except in writing signed by both parties. In the event of modification of this Order Document, any such modification shall be deemed to include all provisions of this Order Document.
- 21) **Assignment:** Neither party shall assign this Order Document or sublet it as a whole without written consent of both parties.
- 22) **Enforcement:** In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any reason be held to be unenforceable in any respect, such unenforceability shall not affect any of the provisions of this agreement, but this agreement shall be construed as if such unenforceable provisions have never been contained herein. All questions of enforceability and interpretation which may arise under this agreement shall be construed in accordance with and determined by the provisions of the Uniform Commercial Code.
- 23) **Entire Agreement:** This writing is intended by the parties as a final expression of their agreement, and it is intended also as a complete and exclusive statement of terms of their agreement and replaces any prior written or verbal agreement. No purchase order issued in conjunction with this order shall be binding unless specifically agreed to in writing by a Mueller Manager.
- 24) **Special Inspection:** Proposal and Contract contains no provision for third-party inspections by outside parties. If a third-party fabrication inspection is requested by Buyer, Mueller must be notified a minimum of four (4) weeks prior to the scheduled delivery date so that the inspection can be accommodated. Field Inspections of any nature are not within the scope of work of this order.
- 25) **Governing Laws and Venue:** The Order Document shall be governed by and construed in accordance with the laws of the State of Texas. **Each party, acting for itself and its successors and assigns, hereby expressly and irrevocably consents and agrees as follows:**
 - a. **For products purchased within the State of Texas:** i) Any claims or controversies under or related to this Order Document, or any other agreement related hereto (including any action for the confirmation and enforcement of any arbitration award or for any litigation which may arise out of or be related to the Order Document) shall be exclusively determined in the state court located in Tom Green County, Texas, ii) the parties consent to jurisdiction in Tom Green County, Texas; and iii) that venue is proper only in this forum, and no other.
 - b. **For products purchases outside the State of Texas:** i) Any claims or controversies under or related to this Order Document, or any other agreement related hereto (including any action for the confirmation and enforcement of any arbitration award or for any litigation which may arise out of or be related to the Order Document) shall be exclusively determined in the state court located in Tom Green County, Texas or the United States District Court for the Northern District of Texas; ii) consents to the jurisdiction of Tom Green County, Texas or the United States District Court for the Northern District of Texas; and iii) that venue is proper only in those two forums, and no other.
- 26) The primer coating on fabricated frame components is not a finished painted coat. Cosmetic complaints, such as scratching, marring, blotching, bare spots or runs, should be expected and are not grounds for rejection. Additional primer to recoat affected areas is available upon request.

End of Terms & Conditions



Purchase Agreement Specifications

Steel Building Systems & Components

Salesperson: Matthew Lovelady

Date: 8/30/2024

Job #:

Submittals

- Mueller Supplied Components Designed to meet TX Windstorm Criteria
Request for Express
See Additional Architectural Drawings
Request for Pre-Approved Custom

Customer Data

Customer: Clinton Public Schools
Cust. No:
Mail Address:
City, State, Zip: Clinton, OK 73601
Contact: Mark Goucher
Day Phone: 580-445-5303
Home Phone:
Cell Phone:
Fax:
Email: mark.goucher@clintonokschools.org

End User: Clinton Public Schools
Name: Ag Building
Jobsite Address:
City, State, Zip: Clinton, OK 73601
County: Custer
General Contr:
Address:
City, State, Zip:
Customer Type:

Building Details

Building Type: RF SS LT
Width: 60.000' Peak Offset: 30.000'
Length: 60.000'
Sidewall Bay Spacing 3 @ 20.0000'
Eave Ht: Front Side: 12.000' Back Side: 12.000'
Roof Slope: 2.000 in 12 2.000 in 12
Girt Type: Flush Flush

Table with 6 columns: Frame ID, Frame Type*, Col Type*, Rafter Type*, Frame Line, # Int Col's. Values: 1, Rigid Frame, Tapered, Tapered, 2 3, -

* May change due to engineering requirements

Building Code (Provided by customer):

Building Loads:

Other Loads:

Design Code: IBC'18
Closed/Open: C
Exposure: C
Importance - Wind: 1.00
Site Class: D
Importance - Seismic: 1.00
Seismic Coefficient: 0.32
Importance - Snow: 1.00
Dead Load: 2.50 psf
Live Load: 20.00 psf
Load Reduction: Yes
Ground Snow: 10.00 psf
Collateral: 3.00 psf
Wind Load: 110.00 mph
Crane Load? Yes No
Floor Load? Yes No
Parapet / Mansard? Yes No
(Attach Separate Data Sheet)

Stepped elevations or structures within 20 feet? Yes No

Building Use Classification: Standard Building

Description of building use: Ag Building

Frame Coating

Main Columns & Rafters

- Red oxide
Hot-Dipped Galv'd

Purlins, Girts, Eave Struts

- Red oxide
Pre-Galvanized
Hot-Dipped Galv'd

Door Framing

- Red oxide
Pre-Galvanized
Hot-Dipped Galv'd

Base Angle

- Red oxide
Pre-Galvanized
Hot-Dipped Galv'd

End Frames**Base Condition****Wall Bracing**

	Left	Right				Bracing Details
Expandable	<input type="radio"/>	<input type="radio"/>	● Angle	Roof:		Diagonal Bracing
Non-Exp RF	<input type="radio"/>	<input type="radio"/>	● Trim	Left Endwall:		Panel Shear
Std. Endwall	<input checked="" type="radio"/>	<input checked="" type="radio"/>	○ Channel	Front Sidewall:		Diagonal Bracing
CF Endwall	<input type="radio"/>	<input type="radio"/>	○ Girt	Right Endwall:		Panel Shear
			○ GZ Base Fixture	Back Sidewall:		Diagonal Bracing

Framed Openings

Note: Bolted Clips

<u>Wall</u>	<u>Bay</u>	<u>Open Width</u>	<u>Header Ht</u>	<u>Sill Ht</u>	<u>Offset</u>
Front Sidewall	2	12.000'	10.000'	0.000'	4.000'

*Note on framed openings: Mueller, Inc will supply the necessary reinforcement to brace framed openings against necessary loadings. If the size of the framed openings are specified by the customer, Mueller, Inc will not be responsible for adaptability of fit-up of items installed in these framed openings other than stock overhead doors supplied by Mueller, Inc

Purlin Extensions

<u>Wall</u>	<u>Surface</u>	<u>Length</u>	<u>Soffit</u>
None			

Eave Extensions and Canopies

<u>Wall</u>	<u>Bay St</u>	<u>Bay End</u>	<u>Height</u>	<u>Width</u>	<u>Slope</u>	<u>Soffit</u>
None						

Open walls:

*Note: All open walls will contain necessary columns unless otherwise noted.

Left Endwall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Right Endwall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Front Sidewall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Back Sidewall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Partial Walls and Wainscot:

<u>Wall</u>	<u>Wainscot</u>	<u>Bay Start</u>	<u>Bay End</u>	<u>Open Height</u>	<u>Base</u>	<u>Full Load</u>
None						

Liner Panel

<u>Location</u>	<u>Start</u>	<u>End</u>	<u>Height</u>
None			

Sheets & Trim

<u>Location</u>	<u>Color</u>	<u>Panel</u>	<u>Gauge</u>	<u>Quality</u>	<u>Trim</u>
Roof	Bright White IECC	PBR	26	30 Yr.	Gable: Bright White IECC
Walls	Bright White IECC	PBR	26	30 Yr.	Eave: Bright White IECC
Soffit	---				Corner: Bright White IECC
Roof Liner	---				Jamb: Bright White IECC
Wall Liner	---				Liner: ---
Wainscot	---				Wainscot: ---

* see specific details at www.muellerinc.com.

Fasteners

	<u>Roof</u>	<u>Walls</u>	<u>Soffit</u>
Panel:	TEK1.25	Panel: TEK1.25	Panel: --
Lap:	LAPTEK	Lap: LAPTEK	Lap: --
Type:	Painted	Type: Painted	Type: --

CONSTRUCTION CONTRACT

This Agreement is made as of this 28th day of October, 2024, between **INDEPENDENT SCHOOL DISTRICT NO. 99 OF CUSTER COUNTY, OKLAHOMA** (“Owner”) and **MACK FORD WELDING AND CONSTRUCTION, LLC** (“Contractor”).

R E C I T A L S:

A. Owner has prepared or caused to be prepared plans, specifications and other documents describing the work to be performed for the Clinton Public Schools ag barn (the “Project”) and has advertised for and received bids for furnishing materials, labor and equipment for the completion of said work in accordance with the terms of this Agreement and applicable provisions of the Oklahoma Public Competitive Bidding Act (the “Act”).

B. Contractor, in response to the advertisement soliciting bids, submitted its bid to the Owner in the manner and at the time specified all in accordance with the terms of the Invitation for Bids.

C. Owner has determined that the Contractor is the lowest responsible bidder for completion of the Project and has awarded to the Contractor a contract for performance of the work.

NOW, THEREFORE, in consideration of the sum to be paid to the Contractor and in further consideration of the mutual agreements contained in this Agreement, the Owner and Contractor agree as follows:

1. **The Contract Documents.** The Contract Documents consist of this Agreement, the plans and specifications for the Project attached to this Agreement as “Exhibit A” (the “Specifications”), the Owner’s Solicitation for Bids and the Contractor’s Bid dated October 22, 2024. The foregoing Contract Documents form the Agreement and are as fully a part of the Agreement as if attached hereto or repeated herein. This Agreement represents the entire integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

2. **Statement of Work.** Owner hereby engages and employs Contractor, as an independent contractor, to construct and complete the Project. The Contractor accepts such employment and agrees to furnish, at its own cost and expense, all labor, tools, equipment and materials required to complete the Project as designated, described and required by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of the Owner or others (the "Work"). All Work under this Agreement shall be done in a good and workmanlike manner in strict accordance with the Contract Documents and to the entire satisfaction of the Owner.

3. **Date of Commencement and Substantial Completion.** For purposes of this Agreement, Substantial Completion shall be defined as that date by which the Contractor has sufficiently completed the Work to be performed under this Agreement, such that the site may be utilized by the Owner for its intended purpose leaving only minor defects and punch list items to

be corrected or completed. The Work specified in this Agreement shall begin within ten (10) days after the receipt by the Contractor of the Owner's Notice to Proceed. The Contractor shall achieve Substantial Completion of the entire Work not later than May, 2025 (the "Contract Time"), subject to adjustments of this Contract Time as may be agreed by Owner and Contractor to recognize delays caused by inclement weather or other causes outside the reasonable control of the Contractor. Contractor shall promptly correct all defects in material and workmanship for a period of one year after Substantial Completion of the Work.

4. **Cost of Work.** The Owner shall pay the Contractor for the performance of the Work specified in this Agreement, and the Contractor shall accept as full payment for its performance of the Work, the sum of \$99,729.69 (the "Contract Sum") representing the Contractor's total bid.

5. **Payment.** The Owner shall pay the Contract Sum to the Contractor in accordance with the schedule of values provided by the Contractor and approved by the Owner identifying each element contained within the scope of Work for the Project and the amount of the Contract Sum allocable to each element. Payment shall be made pursuant to payment requests submitted by the Contractor to the Owner on a monthly basis. The payment requests shall identify all labor and materials supplied and the Work performed during the previous month, less a retainer of 5%. After the Work has been substantially completed, the Owner will pay the 5% retainer to the Contractor, less an amount equal to 150% of the estimated cost to complete any remaining Work and correct any defects in the Work performed. Final payment shall be made when all punch list items have been completed to the satisfaction of the Owner.

6. **Compliance with Laws.** Contractor agrees to furnish Owner with the following at Contractor's expense: (1) a performance bond in an amount equal to the Contract Sum; (2) a warranty or defect's bond in an amount equal to the Contract Sum for a period of one (1) year from the date of Substantial Completion of the Work; and (iii) the statutory payment bond, all as required by the Oklahoma Public Competitive Bidding Act of 1974, as amended (the "Act"). Contractor shall comply with all city, county, state and federal laws applicable to the completion of the Work called for under the Contract Documents including, without limitation, the mandatory requirements of the Act. Contractor shall furnish, at Contractor's sole cost and expense, all permits and inspections required by state or local law.

7. **Insurance.** Contractor agrees to carry worker's compensation insurance in the statutory amount, at Contractor's sole cost and expense. Before commencing the performance of any portion of the Work, Contractor agrees to furnish Owner with certificates of liability insurance coverage, naming owner as a co-insured, in the following minimum amounts:

- (a) Property Damage \$50,000;
- (b) Bodily Injury or Death \$125,000 for any single claim; and
- (c) Multiple Claims arising out of a single occurrence \$1,000,000.

Each certificate of insurance shall require the Insurer to provide the Owner with Ten (10) days written notice prior to cancellation of the coverage for any reason. Contractor agrees to maintain said insurance coverage enforced during the entire term of this Agreement. In addition to such

insurance and not in lieu thereof, Contractor agrees to indemnify and hold Owner and its respective agents, employees and officers harmless (including defense costs) against any claim, demand or action arising from or growing out of Contractor's performance of the Work.

8. **Changes in the Work.** Owner may direct Contractor to make additions, deletions or other revisions to the Specifications. Any change in the scope of the Work or in the Contract Time shall be authorized by a written change order which shall describe, in detail, the addition, deletion or other revision and any increase or decrease in the Contract Sum or the Contract Time. The Contractor shall make no additions, deletions or revisions to the Work except pursuant to a written change order executed by both the Owner and the Contractor.

9. **Warranty.** Contractor warrants that the Project will be free from defects in labor and workmanship for a period of one year following Substantial Completion and acceptance of the Project by the Owner (the "Warranty Period"). Contractor agrees to repair or replace, without charge to the Owner, any defects in materials or workmanship which occur in normal service during the Warranty Period.

10. **Completion and Acceptance of the Work.** Following Substantial Completion of the Work, Contractor and Owner shall make a joint inspection of the Project, noting any defects, deficiencies, omissions or other items in need of correction in a written "punch list". Contractor shall fully repair, replace, correct or complete all items shown on the punch list promptly as a condition for payment of the balance of the Contract Sum. Upon notice by the Contractor that the Project has been fully completed, Contractor and Owner shall make a final inspection of the Project. If the Project has been completed in a good and workmanlike manner, and in accordance with the Contract Documents, the Owner shall accept the Project and Contractor shall submit Contractor's final invoice to the Owner in the full amount of the Contract Sum. The Owner agrees to pay such invoice promptly and in accordance with its usual invoice payment procedures.

11. **Contractor Default.** If Contractor fails to complete the Work within the Contract Time, fails to pay any subcontractor or trade contractor for material or labor furnished on the Project, or shall otherwise breach any material covenant, obligation or provision of this Contract, Owner shall have the right to terminate this Contract upon 10 days' written notice unless Contractor cures the default within the notice period.

12. **Miscellaneous.** This Contract represents the entire understanding between the parties concerning the subject matter hereof and may not be modified except by mutual written agreement of the parties. In any action to enforce this Contract or to recover damages for its breach, the prevailing party shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorney's fees. This Contract may not be assigned by either party except upon the express written consent of the other.

13. **Notices.** Any notice or communication required or permitted to be given under this Contract shall be in writing and shall be delivered personally, by commercial courier, or by United States certified or registered mail, postage prepaid, with return receipt requested, addressed to the other party at the address set forth below or at such other address as either party shall hereafter designate.

If to Owner: Clinton Public Schools
ATTN: Superintendent
1720 Opal Avenue
Clinton, OK 73601

If to Contractor: Mack Ford Welding and Construction, LLC
ATTN: Mack Ford
2410 Sunset Drive
Clinton, OK 73601

Dated this 28th day of October, 2024.

**INDEPENDENT SCHOOL DISTRICT NO. 99
OF CUSTER COUNTY, OKLAHOMA**

By _____

Name _____
President, Board of Education

**MACK FORD WELDING AND
CONSTRUCTION, LLC**

By _____
Mack Ford

Title _____