

**Former National Guard Armory
Okemah, Oklahoma**

Remediation Final Report



**Prepared by:
Department of Environmental Quality
707 North Robinson
Oklahoma City, Oklahoma 73101**



The Oklahoma Department of Environmental Quality (DEQ) is pleased to present the City of Okemah with the Final Remediation Report for the former Okemah Armory.



DEED NOTICE

A Notice of Remediation has been filed in the county courthouse and is included in this report. It summarizes remediation performed at the former Okemah Armory and describes continuing operation and maintenance and land use restrictions. This completes the DEQ cleanup of the property. For more detail on the activities described below, see enclosed reports.

ASBESTOS REMEDIATION

DEQ and its contractors completed the following activities:

- Asbestos inspection, including:
 - Asbestos containing floor tile and mastic
- Asbestos Abatement, including:
 - Removal of floor tile and mastic

TARGETED BROWNFIELD ASSESSMENT

DEQ will be providing a Phase I Targeted Brownfield Assessment to the City of Okemah. A copy of this report will be available at <http://www.deq.state.ok.us/lpdnew/scapIndex.htm>

LEAD REMEDIATION

DEQ and its contractors completed the following activities:

- Lead-based paint (LBP) inspection
- Lead dust wipe sampling
- Indoor firing range cleanup, including:
 - Lead dust cleanup: high efficiency particulate air (HEPA) vacuuming, wet washing, and sealing with appropriate sealant floors, walls, and ceiling
 - HEPA vacuuming and wet washing of floors in the building
 - Proper disposal of associated waste



1	Deeds and Legal Documents
2	Maintenance Plan
3	Inspection Reports
4	Scope of Work
5	Final Abatement Reports
6	Confirmation Sampling

DEEDS AND LEGAL DOCUMENTS



**NOTICE OF REMEDIATION
FORMER OKEMAH ARMORY
OKEMAH, OKLAHOMA**

LEGAL BASIS FOR NOTICE: The Oklahoma Department of Environmental Quality (DEQ) hereby files this Notice of Remediation pursuant to Oklahoma Statutes, 27A § 2-7-123 (C). This Notice does not grant any right to any person not already allowed by law and shall not be construed to authorize or encourage any person or other legal entity to cause or increase pollution, to avoid compliance with state or federal laws and regulations regarding pollution or to escape responsibility for maintaining environmentally sound operations.

The DEQ may take administrative or civil action to recover costs or to compel compliance with the Land Use Restrictions and to prevent damage to or interference with the Engineering Controls and Continuing Operation, Maintenance of said Engineering Controls herein described.

The Land Use Restrictions, Engineering Controls and Continuing Operation, Maintenance of said Engineering Controls shall apply to the Affected Property and to persons who own and/or use the Affected Property until such time as the DEQ files a subsequent Notice of Remediation that changes or removes one or more of them. Activities that cause or could cause damage to the Remedy or the Engineering Controls or recontamination of soil or groundwater are prohibited.

REASON FOR NOTICE: The below described Affected Property was contaminated with materials that required remediation pursuant to state and federal environmental laws and regulations. Sampling performed by DEQ contractors, conducted on March 10, 2012, indicated that there was asbestos, lead-based paint, and lead dust in the building.

AFFECTED PROPERTY: The Affected Property is the former Okemah Armory located at 302 South Sertco Drive, City of Okemah, Okfuskee County, Oklahoma, 74859.

The legal description is as follows:

Beginning at the southwest corner of the Northwest Quarter of said Section 17; thence on an assumed bearing of East, along the south line of said Northwest Quarter, a distance of 924.00 feet; thence North 00 degrees 08 minutes West, along a line parallel with the west line of said Northwest Quarter, a distance of 660.00 feet; thence West, along a line parallel with the south line of said Northwest Quarter, a distance of 924.00 feet; thence South 00 degrees 08 minutes East, along the west line of said Northwest Quarter, a distance of 660.00 feet to the point of beginning, containing 14.00 acres more or less. LESS AND EXCEPT all oil, gas and mineral in and under land. 17-11-10

REMEDY: Remediation activities (Remedy) at the Affected Property included abatement of asbestos, lead-based paint and dust. The remedy was completed on January 9, 2013.

For more detailed information please refer to *Former National Guard Armory Okemah, Oklahoma Remediation Final Report*. To obtain a copy of the report, contact:

Oklahoma Department of Environmental Quality
Central Records

Mailing Address
P.O. Box 1677
Oklahoma City, Oklahoma 73101

Physical Address
707 N Robinson
Oklahoma City, OK 73102

Electronic Address
<http://www.deq.state.ok.us/lpdnew/scapIndex.htm>

DISCLAIMER

- (A) **Lead:** DEQ did not test every painted surface inside and outside of the building, therefore there is a potential for lead-based paint at the affected property.
- (B) **Asbestos:** DEQ did not test all building materials inside and outside of the building, therefore there is a potential for asbestos at the affected property.

CONTINUING OPERATION, MAINTENANCE AND MONITORING

- (A) **Lead-based paint encapsulant:** Lead-based paint encapsulant was applied over lead-based paint on non-friction surfaces. These areas should be periodically inspected and maintained as appropriate.
- (B) **Sealant:** Following cleanup, sealant was applied to the Indoor Firing Range (IFR) and room floors where lead-based paint abatement was performed. Sealant should be inspected on a periodic basis and maintained as appropriate.

LAND USE RESTRICTIONS: The land use restrictions at the above-described Affected Property are:

- a. No residential use of the property by children age 6 or under. Residential use is defined as having a child present at the Affected Property for more than sixteen (16) hours a day in excess of 30 days per year.
- a. The IFR should not be used as a child occupied facility. Child-occupied facilities include, but are not limited to, day-care centers, preschools, and kindergarten classrooms where a child 6 or under spends at least 6 hours per week.

These land use restrictions apply to the entirety of the Affected Property described herein above.

CHANGING LAND USE RESTRICTIONS: Changes to land use restrictions must be approved by the DEQ or its successor agency. The person requesting the change in land use must demonstrate to the DEQ's satisfaction that contamination at the site has reached levels appropriate for the proposed new land uses and that further remediation is not necessary or that additional institutional or engineering controls are adequate to achieve levels protective of human health and the environment for the proposed uses.

The DEQ may require oversight costs, work plans, sampling, reports, and public participation as part of its review of the new information to support the requested change in land use restrictions. The person requesting the change will be required to follow agency procedures effective at the time of the request.

The DEQ at its discretion may determine, based on the new information submitted, that contaminants are present at the Site at levels that will not pose a risk to human health or the environment if the new land use restrictions being requested are allowed. Upon making this determination, the DEQ will file a recordable notice of remediation pursuant to state law in the land records in the in the office of the county clerk where the Site is located designating the new land use restrictions.

This Notice of Remediation and the restrictions and requirements contained herein run with the land and no change of ownership of the Affected Property will change the Land Use Restrictions.



Steven A. Thompson, Executive Director
Oklahoma Department of Environmental Quality

2-12-13

Date

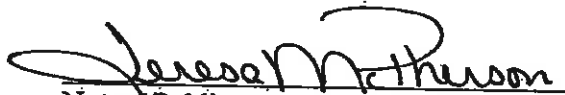
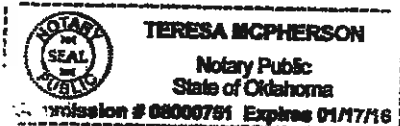
ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me, a Notary Public, in and for said County and State, on this 12th day of Feb, 2013, personally appeared Steven A. Thompson to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposed therein set forth. In Testimony Whereof, I have hereunto set my hand and official seal the day and year above written.

My Commission expires:

Jan. 17, 2016


Notary Public



QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the State of Oklahoma, acting by and through the Oklahoma Military Department by its Adjutant General, Major General Myles L. Deering, a body corporate and politic and instrumentality of the State of Oklahoma, Grantor, in consideration of the sum of One and No/100 dollars and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, do hereby quitclaim, grant, bargain, sell and convey unto City of Okemah, Oklahoma, Grantee, the following described real property and premises lying and situated in the Okfuskee County, State of Oklahoma, as follows:

That part of the Northwest Quarter of Section 17, Township 11 North, Range 10 East of the Indian Meridian, Okfuskee County, Oklahoma, described as follows:

Beginning at the southwest corner of the Northwest Quarter of said Section 17, thence on an assumed bearing of East, along the south line of said Northwest Quarter, a distance of 924.00 feet; thence North 00 degrees 08 minutes West, along a line parallel with the west line of said Northwest Quarter, a distance of 660.00 feet; thence West, along a line parallel with the south line of said Northwest Quarter, a distance of 924.00 feet; thence South 00 degrees 08 minutes East, along the west line of said Northwest Quarter, a distance of 660.00 feet to the point of beginning, containing 14.00 acres more or less. LESS AND EXCEPT all oil, gas and mineral in and under land.

together with the improvements thereon and appurtenances thereunto belonging.

NOTICE: THE ABOVE DESCRIBED PROPERTY MAY HAVE BEEN CONTAMINATED WITH LEAD, ASBESTOS AND OTHER CONTAMINANTS.

TO HAVE AND TO HOLD the Real Property unto the Grantee its successors, and assigns.

Signed and delivered this 20 day of October 2011.

STATE OF OKLAHOMA

By: 
Major General Myles L. Deering,

Adjutant General of the State of Oklahoma

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, Jennifer Meyer in and for this state, on this 20 day of October, 2011, personally appeared Major General Myles L. Deering, as Adjutant General of the State of Oklahoma, to me known to be the identical person who executed the within and foregoing Quitclaim Deed, and acknowledged to me that he executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Jennifer Meyer
Notary Public

My Commission Expires:

My Commission Number:

01000165

MAINTENANCE PLAN

**MAINTENANCE PLAN
FORMER OKEMAH ARMORY
OKEMAH, OKLAHOMA**

The Armory located at 302 South Sertco Drive, Okemah, Oklahoma, was contaminated with materials that required remediation pursuant to State and Federal environmental laws and regulations. Please refer to Attachment 1 for land use restrictions. Sampling performed by DEQ contractors, conducted on March 10, 2012, indicated that there was asbestos and lead dust in the building. Remediation activities at the Affected Property included abatement of asbestos and lead dust. The remedy was completed on January 9, 2013. The following maintenance plan is to be completed by the owner of the Affected Property. DEQ recommends inspection of remediated areas every 5 years. During site inspections the owner should note any signs of disrepair or improper maintenance. Continuing operation, maintenance and monitoring should include:

- Firing Range – The walls and ceiling of the indoor firing range was cleaned and sealed with DEQ approved lead-based paint encapsulant. In addition, the floor was cleaned and sealed with acrylic sealant. This was done to remediate these surfaces below 40µg/SF for lead. These surfaces need to be resealed if encapsulant or sealant shows signs of deterioration, damage, or flaking.

Note – A list of DEQ approved acrylic sealant and elastomeric encapsulants is attached (Attachment 2). DEQ did not test every painted surface and all building materials inside and outside of the building, therefore there is a potential for lead-based paint and asbestos at the affected property.

If you have any questions or concerns feel free to contact me at (405) 702-5115.

Sincerely,



Dustin Davidson
Environmental Programs Specialist
DEQ Land Protection Division
Site Cleanup Assistance Program

ATTACHMENT 1

Land use Restrictions

LAND USE RESTRICTIONS: The land use restrictions at the above-described Affected Property are:

- a. No residential use of the property by children age 6 or under. Residential use is defined as having a child present at the Affected Property for more than sixteen (16) hours within one twenty four (24) hour period.
- b. The indoor firing range should not be used as a child occupied facility. Child occupied facilities include, but are not limited to, day-care centers, preschools, and kindergarten classrooms where a child under 6 spends at least 6 hours per week.

These land use restrictions apply to the entirety of the Affected Property described herein above.

ATTACHMENT 2

DEQ Approved Sealants and Encapsulants List

Acrylic Sealant approved by DEQ

KM-669 Acrylic

Lead-Based Paint Encapsulants approved by DEQ

Encapsulant Manufacturer Product(s)	Encapsulant
Coronado Paint Company	LEAD BLOCK™
Dumond Chemicals	LEAD STOP™
Dynacraft Industries, Inc.	Back to Nature Protect-A-Coat
Encap Systems Corporation	EncapSeal™ I
Encap Systems Corporation	EncapSeal™ II
Fiberlock Technologies, Inc.	Child GUARD interior/exterior
Fiberlock Technologies, Inc.	L-B-C® Type III
Global Encasement, Inc.	LeadLock™
Grace Construction Products	Lead Seal®
Grace Construction Products	Barrier Coat® II
Insl-x Products Corporation	INSL-CAP™
SAFE Encasement Systems	SE-120 Protective Skin
Specification Chemicals, Inc.	NU-WAL® #2500 Coating

INSPECTION REPORTS

SURVEY FOR LEAD IN SETTLED DUST

NATIONAL GUARD ARMORY
302 SOUTH SERTCO ROAD
OKEMAH, OK 74859

GMR Project Number 2012017
March 10, 2012

Oklahoma Department of Environmental Quality
Land Protection Division
P. O. Box 1677
Oklahoma City, OK 73101-1677
Attention: Dustin Davidson

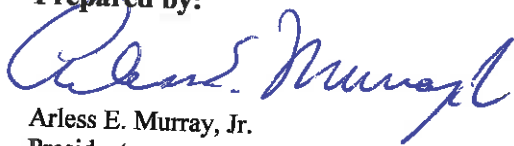
RECEIVED

102 06 2012

LAND PROTECTION DIVISION
DEPARTMENT OF ENVIRONMENTAL QUALITY

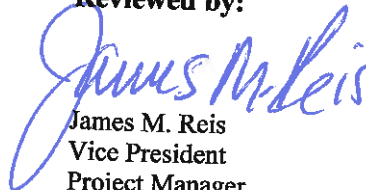
GMR & Associates, Inc.
ENGINEERS, PLANNERS, ENVIRONMENTAL SPECIALISTS, HYDROGEOLOGISTS
2520 West I-44 Service Road, Suite 200
P.O. Box 57827
Oklahoma City, OK 73157-7827
Telephone: 405-528-7017
Fax: 405-528-3346

Prepared by:



Arless E. Murray, Jr.
President
LBP Inspector, OKRASR13458

Reviewed by:



James M. Reis
Vice President
Project Manager

GMR & Associates, Inc.

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**SURVEY FOR LEAD IN SETTLED DUST
OKEMAH NATIONAL GUARD ARMORY
302 SOUTH SERTCO DRIVE
OKEMAH, OKLAHOMA**

1.0 EXECUTIVE SUMMARY

GMR & Associates, Inc. (GMR) has completed a Survey for Lead in Settled Dust (Survey) at the Okemah National Guard Armory, 302 South Sertco Road, Okemah, Oklahoma. The Survey was conducted on February 24, 2012 by Mr. Arless Murray of GMR.

The Survey included the collection of dust wipe samples from the floor in each room and from window sills located along the north side of the building. The samples were collected using EPA/HUD wipe sampling protocols.

The laboratory analytical results of the floor and sill samples obtained at the armory were compared to EPA/HUD criteria. The EPA/HUD recommended maximum concentration for lead in settled dust is 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors and 250 $\mu\text{g}/\text{ft}^2$ for window sills.

The results of the wipe samples collected from the floors and window sills revealed the following:

- Lead concentrations in settled dust in excess of 40 $\mu\text{g}/\text{ft}^2$ were present on the floors in two rooms: Rooms 14 and 21; and
- Lead concentrations in settled dust in excess of 250 $\mu\text{g}/\text{ft}^2$ were present on one window sill in Room 10.

2.0 INTRODUCTION

On February 24, 2012, GMR & Associates, Inc. (GMR) personnel performed a Survey for Lead in Settled Dust (Survey) at the Okemah National Guard Armory, 302 South Sertco Drive, Okemah, Oklahoma. The purpose of the Survey was to identify the locations of lead contaminated dust in the Armory. The Survey was conducted by Mr. Arless Murray of GMR. The Lead-Based Risk Assessor Certification is provided in Appendix A. A Site Layout Map of the building showing room numbers and sampling locations is included in Appendix B.

3.0 BUILDING DESCRIPTION

Main Building

Constructed in 1984, the main Okemah Armory building has a total area of 17,292 square feet and is comprised of one floor. The north half of the building serves as office space and a kitchen. To the south is a drill area or gymnasium and beyond that is the indoor firing range.

Motor Pool Building

The Motor Pool Building is a metal building on a concrete slab.

4.0 METHODOLOGY

One (1) dust wipe sample was obtained in each room except for the drill room where three (3) samples were obtained. A template measuring one square foot was used to provide a known sampling area for collection of floor samples. A measured taped-off area was used for collection of sill samples. Sample OK-24-01 shown in the laboratory report is a field blank and is not a representative dust sample from a floor or sill. A total of 33 samples were collected including one field blank.

The laboratory analytical results of the floor and sill samples obtained at the armory were compared to EPA/HUD criteria. The EPA/HUD recommended maximum concentration for lead in settled dust is 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors and 250 $\mu\text{g}/\text{ft}^2$ for window sills.

5.0 FINDING SUMMARY OF LEAD IN SETTLED DUST

Laboratory results from the dust wipe samples are presented in Appendix C. Floor and/or sill samples having lead levels greater than EPA/HUD recommended maximum concentrations are shown in Table 1 below. A layout of the building is presented in Appendix B.

Table 1
Positive Dust Wipe Locations

Sample No.	Lead Content ($\mu\text{g}/\text{ft}^2$)	Location	Approx. Sq. Footage of Location	EPA/HUD Max. Level ($\mu\text{g}/\text{ft}^2$)
OK-10-02	539	Room 10 - Sill	2	250
OK-14-01	55.9	Room 14-Floor	260	40
OK-21-01	1,720	Room 21-Floor	1,595	40

6.0 RECOMMENDATIONS

The floor and window sills that had elevated levels of lead in the settled dust should be cleaned using the following procedure:

- HEPA vacuum the entire floor area and the window sills if applicable;
- Wet clean the entire floor area and the window sills if applicable;
- HEPA vacuum the entire floor area and the window sills if applicable; and
- Perform dust wipe sampling to assure that all lead contaminated dust has been reduced to acceptable levels.

Appendix A
Certifications

Department of Environmental Quality

Priority Credit List

GMR & ASSOCIATES INC

has met the specifications of the Operations Lead Based Plant Management Job and is certified as a Lead Based Plant

FIRM


Certification # OKFIRM13456

This certificate is valid from the date of issuance and expires as provided by the
issued on **4/1/2011** Expires on **3/31/2012**



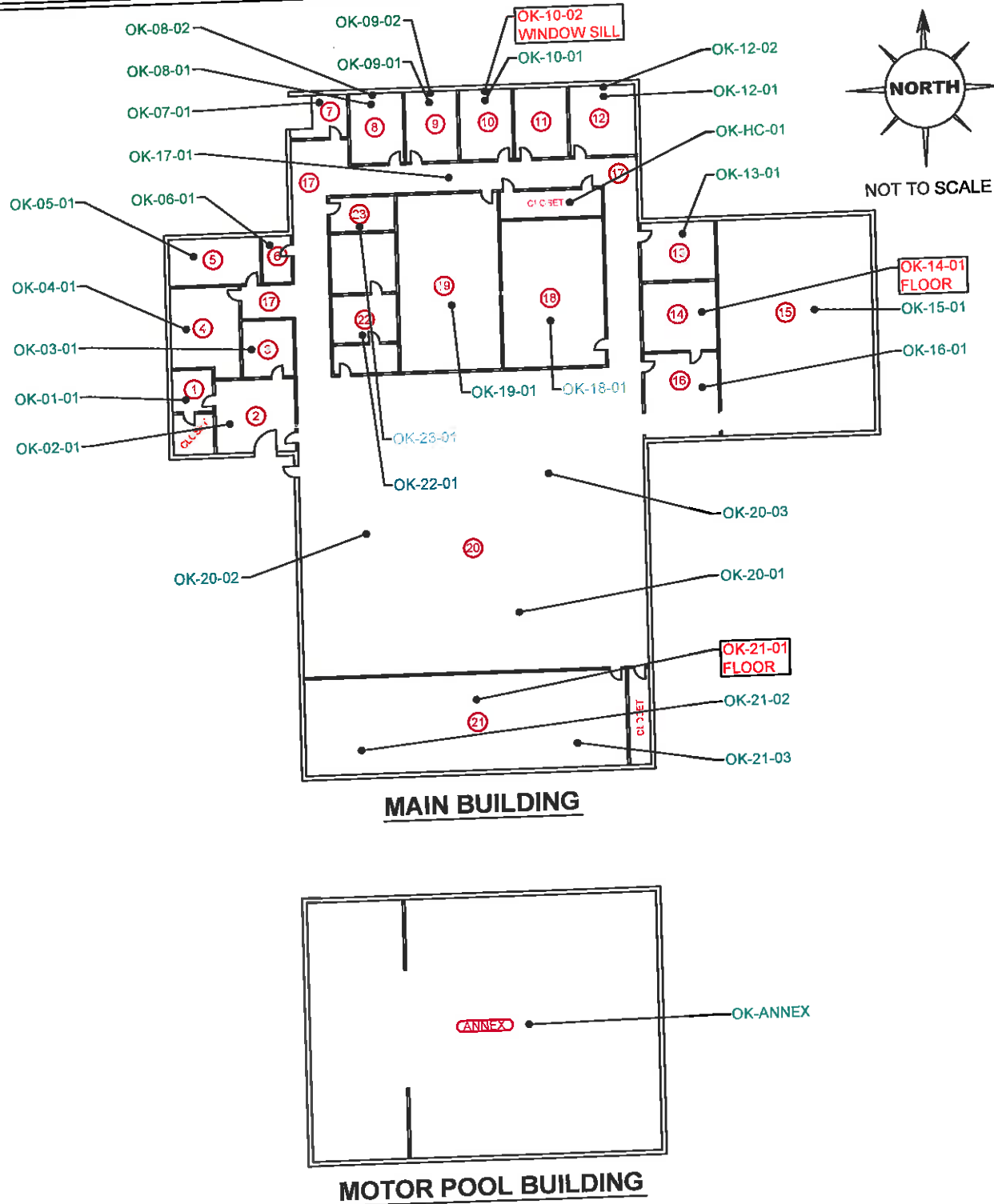
Division Director
Air Quality Division




Environmental Programs Manager
Air Quality Division

Appendix B

Site Layout with Sample Locations



- ① DENOTES ROOM NUMBERS DEVELOPED FOR SURVEY
- OK-### FLOOR SAMPLES WITH GREATER THAN OR EQUAL TO 40 $\mu\text{g}/\text{ft}^2$
- OK-### FLOOR SAMPLES WITH LESS THAN 40 $\mu\text{g}/\text{ft}^2$
- OK-### SILL SAMPLES WITH GREATER THAN OR EQUAL TO 250 $\mu\text{g}/\text{ft}^2$
- OK-### SILL SAMPLES WITH LESS THAN 250 $\mu\text{g}/\text{ft}^2$

Figure 1
 Dust Sampling Locations
 Okemah Armory
 302 S. Sertco Road
 Okemah, OK 74859

GMR

& Associates, Inc.
 2520 West I-44 Service Road, Ste. 200
 P.O. Box 57827
 Oklahoma City, OK 73157-7827
 Phone: 405/528-7017, Fax: 405/528-3346

Appendix C

Laboratory Results and Chain of Custody Field Sheets



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Environmental Chemistry Analysis Report

QuantEM Set ID:	204793	Client:	GMR & Associates, Inc. PO Box 57827 Oklahoma City, OK 73157
Date Received:	02/24/12	Acct. No.:	B216
Received By:	Barbara Holder	Project:	Okemah Armory
Date Sampled:		Location:	302 S. Sertco, Okemah, OK
Time Sampled:		Project No.:	N/A
Analyst:	RS		
Date of Report:	2/27/2012		

IHA ID: 101352

QuantEM ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
001	OK-17-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
002	OK-07-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
003	OK-08-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
004	OK-08-02	Wipe	Lead	50.3	12	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
005	OK-09-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
006	OK-09-02	Wipe	Lead	<12.0	12	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
007	OK-10-01	Wipe	Lead	23.1	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
008	OK-10-02	Wipe	Lead	539	12	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
009	OK-12-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
010	OK-12-02	Wipe	Lead	72.6	12	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
011	OK-19-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
012	OK-18-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
013	OK-HC-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
014	OK-06-01	Wipe	Lead	16.2	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
015	OK-05-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
016	OK-04-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
017	OK-03-01	Wipe	Lead	16.4	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)

Note: Sample results have not been corrected for blank values.

This report applies only to the standards or procedures indicated and to the specific samples tested. It is not indicative of the qualities of apparently identical or similar products or procedures, nor does it represent an ongoing assurance program unless so noted. These reports are for the exclusive use of the client and are not to be reproduced without specific written permission.

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis. Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.

EPA Method 7420 (1) = EPA 600/R-93/200 Preparation Modified. EPA 7420 Analysis Modified
 EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Environmental Chemistry Analysis Report

Quantem Set ID: 204793
 Date Received: 02/24/12
 Received By: Barbara Holder
 Date Sampled:
 Time Sampled:
 Analyst: RS
 Date of Report: 2/27/2012

Client: GMR & Associates, Inc.
 PO Box 57827
 Oklahoma City, OK 73157

Acct. No.: B216

Project: Okemah Armory
 Location: 302 S. Sertco, Okemah, OK
 Project No.: N/A

SHA ID: 101352

Quantem ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
018	OK-02-01	Wipe	Lead	31.7	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
019	OK-01-01	Wipe	Lead	28.9	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
020	OK-23-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
021	OK-22-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
022	OK-13-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
023	OK-14-01	Wipe	Lead	55.9	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
024	OK-15-01	Wipe	Lead	36.2	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
025	OK-16-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
026	OK-21-01	Wipe	Lead	1,720	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
027	OK-20-02	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
028	OK-20-03	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
029	OK-24-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
030	OK-ANNEX	Wipe	Lead	0.939	0.15	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
031	OK-21-02	Wipe	Lead	2.58	0.01	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
032	OK-21-03	Wipe	Lead	2.53	0.08	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)
033	OK-20-01	Wipe	Lead	<16.0	16	ug/sq. Ft.	02/27/12 13:00	W EPA 7420 (1)

Note: Sample results have not been corrected for blank values.

This report applies only to the standards or procedures indicated and to the specific samples tested. It is not indicative of the qualities of apparently identical or similar products or procedures, nor does it represent an ongoing assurance program unless so noted. These reports are for the exclusive use of the client and are not to be reproduced without specific written permission.

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.

EPA Method 7420 (1) = EPA 600/R-93/200 Preparation Modified. EPA 7420 Analysis Modified

EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified



2038 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Environmental Chemistry Analysis Report

QuantEM Set ID: 204793
Date Received: 02/24/12
Received By: Barbara Holder
Date Sampled:
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Client: GMR & Associates, Inc.
PO Box 57827
Oklahoma City, OK 73157

Acct. No.: B216

Project: Okemah Armory
Location: 302 S. Sertco, Okemah, OK
Project No.: N/A

SHA ID: 101352

QuantEM ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
------------	-----------	--------	-----------	---------	------------------	-------	--------------------	--------

Authorized Signature: _____

Rebecca Sparks, Analyst

Note: Sample results have not been corrected for blank values.

This report applies only to the standards or procedures indicated and to the specific samples tested. It is not indicative of the qualities of apparently identical or similar products or procedures, nor does it represent an ongoing assurance program unless so noted. These reports are for the exclusive use of the client and are not to be reproduced without specific written permission.

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.

EPA Method 7420 (1) = EPA 600/R-93/200 Preparation Modified. EPA 7420 Analysis Modified

EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified

Supplemental Report QAQC Results

QA ID: 9717
Test: Lead

Date: 2/27/2012
Matrix: Wipe

Lab Number: 204793
Approved By: Rebecca Sparks
Date Approved: 2/27/2012

Notes:

Blank Data:

Type of Blank	Blank Value
FCB	0
ICB	0
Matrix Blank	0

Standards Data:

Standard	Low Limit	Obtained	High Limit
CCV	4.5	4.6	5.5
FCV	4.5	4.6	5.5
ICV	0.9	1.1	1.1
RLVS	0.256	0.312	0.384

Duplicate Data:

Recovery Data:

Sample Number	Result	Spike Level	Result + Spike	% Recovery	Dup. Result + Spike	% Dup. Recovery	% Spike RPD
MS-W3	0.000	5.416	5.087	93.9	5.472	101.0	7.3
MS-W2	0.000	5.492	5.623	102.4	5.152	93.8	8.7
MS-W1	0.000	5.525	5.333	96.5	4.958	89.7	7.3

Authorized Signature: _____

Rebecca Sparks

Rebecca Sparks, Analyst

LEAD CHAIN OF CUSTODY

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Contact Information		Project Information	
Company: GMR & Associates	Phone: 405-528-7017	Project Name: Okemah Army	Report Results (in one box) <input checked="" type="checkbox"/> QuantEM Website
Contact: Arcless Murray	Cell Phone: 405-401-2833	Project Location: 3025 Santa, Okemah, OK	Other: _____
Account ID: _____	Email: arclessmurray@gmr.com	Project ID: _____	For Lab Use Only: _____

Sampled By: Arcless Murray	Date: 2-21-12	RECEIVED BY: Stafford	DATE & TIME: 2/21/12 1:00
RELINQUISHED BY	VIA		
Carole Murray	Sample 1300		

REQUESTED SERVICES (Please check the Appropriate Boxes)													
No.	Sample ID (10 Characters Max)	Sample Description	Volume (Liters)	Volume Area (Length x Width)	Sample Matrix (See matrix code book)	Analysis	Units (check ONE box only)	PPM	Wt %	mg / l	mg / ft ²	mg / cm ²	Sample Matrix Codes
1	OK-17-01	Floor - Front Hall		12" x 12"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		A Soil
2	OK-07-01	Vestibule - Tile		12" x 12"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		B Paint Chips
3	OK-08-01	Floor - Carpet Rm 9		12" x 12"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		C Surface / Dust Wipes
4	OK-08-02	Bottom Window Sill		6" x 32"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		D Bulk Miscellaneous
5	OK-09-01	Rm 9 - Floor - Carpet		12" x 12"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		E Air Cassette
6	OK-09-02	Rm 9 - Bottom Window Sill		6" x 32"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		
7	OK-10-01	Rm 10 - Floor - Carpet		12" x 12"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		
8	OK-10-02	Rm 10 - Bottom Window Sill		6" x 32"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		
9	OK-11-01	Rm 11 - Floor - Carpet		12" x 12"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		
10	OK-11-02	Rm 11 - Bottom Window Sill		6" x 32"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		
11	OK-12-01	Rm 12 - Floor - Tile		12" x 12"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		
12	OK-12-02	Rm 12 - Bottom Window Sill		6" x 32"	C	Pb <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>		

TURNAROUND TIME	
Same Day	<input type="checkbox"/>
24 - Hour	<input type="checkbox"/>
3 - Day	<input type="checkbox"/>
5 - Day	<input checked="" type="checkbox"/>

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For Lab Use Only
 Lab No. 20413
 Accept Reject

Project Information
 Company: GMR & Associates Project Name: Okemah Armory Project Location: 3025 S. Serfeg Okemah, OK

REQUESTED SERVICES (Please the Appropriate Boxes)

Sample Matrix Codes	
A	Soil
B	Paint Chips
C	Surface / Dust Wipes
D	Bulk Miscellaneous
E	Air Cassette

No.	Sample ID (10 Characters Max)	Sample Description	Volume (Liters)	Volume Area (Length x Width)	Sample Matrix (See matrix code box)	Analysis					Units (<input checked="" type="checkbox"/> ONE box only)						
						Pb					PPM	Wt %	mg / l	µg / ft ²	µg / m ³	mg / cm ²	
11	OK-19-01	Rm 19 - Floor - Conc		12'x12"	C	✓											
12	OK-18-01	Rm 18 - Floor - Tile		12'x12"	C	✓											
13	OK-18-01	Heating Chisel - Conc		12'x12"	C	✓											
14	OK-06-01	Rm 6 - Floor - Tile		12'x12"	C	✓											
15	OK-05-01	Rm 5 - Floor - Tile		12'x12"	C	✓											
16	OK-04-01	Rm 4 - Floor - Conc		12'x12"	C	✓											
17	OK-03-01	Rm 3 - Floor - Cer. Tile		12'x12"	C	✓											
18	OK-02-01	Rm 2 - Floor - Cer. Tile		12'x12"	C	✓											
19	OK-01-01	Rm 1 - Floor - Cer. Tile		12'x12"	C	✓											
20	OK-23-01	Rm 23 - Floor - Cer. Tile		12'x12"	C	✓											
21	OK-22-01	Rm 22 - Floor - Cer. Tile		12'x12"	C	✓											
22	OK-13-01	Rm 13 - Floor - Conc		12'x12"	C	✓											
23	OK-14-01	Rm 14 - Floor - Conc		12'x12"	C	✓											
24	OK-15-01	Rm 15 - Floor - Conc		12'x12"	C	✓											
25	OK-16-01	Rm 16 - Floor - Conc		12'x12"	C	✓											
26	OK-21-01	Rm 21 - Floor - Conc		12'x12"	C	✓											
27	OK-20-02	Rm 20 - Floor - Conc		12'x12"	C	✓											
28	OK-20-03	Rm 20 - Floor - Conc		12'x12"	C	✓											
29	OK-20-01	Rm 20 - Floor - Conc		12'x12"	C	✓											
30	OK-20-01	Rm 20 - Floor - Conc		12'x12"	C	✓											

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For Lab Use Only
 Lab No. 2033
 Accept Reject

Project Information: Project Name: _____ Project Location: _____

REQUESTED SERVICES (Please the Appropriate Boxes)

No.	Sample ID (10 Characters Max)	Sample Description	Volume (Liters)	Volume Area (Length x Width)	Sample Matrix (see matrix code key)	Analysis					Sample Matrix Codes	
						Pb	mg / l	µg / ft ²	µg / m ²	mg / cm ²		Units (in ONE box only)
*29	1831 OK-24-01	Rm 24 - Floor		Field Blank	C	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
*30	1832 1832 OK-Annex	Annex - Floor Conc		50x25.4"	C	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
*31	1833 OK-21-02	Rm 21 - Floor - Conc		64"8" X 228"	C	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
*32	1834 OK-21-03	Rm 21 - Floor - Conc		228" X 816"	C	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>				
*33	1835 OK-20-01	Rm 20 - Floor - Conc		10" X 10"	C							
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												

SATURDAY SAMPLE DELIVERY - CALL TO SCHEDULE • Use this address for Saturday Delivery only: 4720 N. Santa Fe Ave., Oklahoma City, OK 73105-8617 • Mark Package "Hold for Saturday Pickup"

* Arrive at least 1 hour before

QUANTITATIVE FACILITY ASBESTOS SURVEY

NATIONAL GUARD ARMORY
302 S. SERTCO ROAD
OKEMAH, OK 74859

GMR Project Number 2012017
March 10, 2012

RECEIVED
MARCH 28 2012
LAND PROTECTION DIVISION
DEPARTMENT OF ENVIRONMENTAL QUALITY

Oklahoma Department of Environmental Quality
Land Protection Division
P. O. Box 1677
Oklahoma City, OK 73101-1677
Attention: Mr. Dustin Davidson

GMR & Associates, Inc.
ENGINEERS, PLANNERS, ENVIRONMENTAL SPECIALISTS, HYDROGEOLOGISTS
2520 West I-44 Service Road, Suite 200
P.O. Box 57827
Oklahoma City, OK 73157-7827
Telephone: 405-528-7017
Fax: 405-528-3346

Prepared by:

Bill Harris

William Harris
ODOL AHERA Inspector License OK150053

Reviewed by:

James M. Reis

James M. Reis
Vice President
Project Manager

GMR & Associates, Inc.

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**QUANTITATIVE FACILITY ASBESTOS SURVEY
OKEMAH NATIONAL GUARD ARMORY
302 SOUTH SERTCO DRIVE
OKEMAH, OKLAHOMA**

1.0 EXECUTIVE SUMMARY

In February, 2012 GMR & Associates, Inc. (GMR) performed a survey for asbestos containing materials (ACM) in the National Guard Armory at 302 South Sertco Drive in Okemah, Oklahoma.

The objective of the survey was to assess the presence and quantities of (ACM). Bulk samples of suspect (ACM) were collected during the survey and submitted for laboratory analysis for asbestos content. During the survey, a total of 20 samples were collected from 15 different homogeneous areas.

Laboratory results indicate the mastic on the non-asbestos floor tile in the hallway and main entrance **contains non-friable asbestos.**

No asbestos containing materials were found in the Motor Pool Building.

2.0 INTRODUCTION

On February 21, 2012, GMR & Associates, Inc. (GMR) performed a survey for (ACM) in the National Guard Armory located at 302 South Sertco Drive in Okemah, Oklahoma.

The objective of the survey was to assess the presence and quantities of (ACM). Bulk samples of suspect ACM were collected during the survey and submitted for laboratory analysis for asbestos content.

3.0 BUILDING DESCRIPTION

Main Building

Constructed in 1984, the main Okemah Armory building has a total area of 17,292 square feet and is comprised of one floor. The north half of the building serves as office space and a kitchen. To the south is a drill area or gymnasium and beyond that is the indoor firing range.

Motor Pool Building

The Motor Pool Building is a metal building on a concrete slab.

4.0 FINDING SUMMARY OF ASBESTOS CONTAINING MATERIALS

Laboratory results indicate the mastic on the non-asbestos floor tile in the hallway and main entrance **contains non-friable asbestos.** All other materials sampled did not contain asbestos. The asbestos sampling locations are shown in Appendix C, Figures 1-3.

Table 1
Summary of Asbestos Containing Building Materials

Material Category	Description	Quantities	General Location
Category 1 Non-Friable	Mastic on 12 Inch x 12 Inch Floor Tile	900 Square Feet (SF)	North Entrance and Hallways

Table 2
Bulk Samples and Analytical Results

Sample ID	Description	Approx. Amount	Asbestos Type & Percent
OK-01A	Domestic Water Elbow (Room 7)	N/A	None Detected
OK-01B	Domestic Water Elbow (Room 7)	N/A	None Detected
OK-01C	Domestic Water Elbow (Room 7)	N/A	None Detected
OK-02A	2x4 Ceiling Tile (North Half of Building)	N/A	None Detected
OK-02B	2x4 Ceiling Tile (North Half of Building)	N/A	None Detected
OK-02C	2x4 Ceiling Tile (North Half of Building)	N/A	None Detected
OK-03A	12 Inch x 12 Inch Brown Floor Tile (Hallways)	N/A	None Detected
OK-04A	Mastic on 12 Inch x 12 Inch Brown Floor Tile (Hallways)	1,450 SF	7% <i>Chrysotile</i>
OK-05A	12 Inch x 12 Inch Gray Floor Tile (North Entrance)	N/A	None Detected
OK-06A	Mastic on 12 Inch x 12 Inch Gray Floor Tile (North Entrance)	45 SF	8% <i>Chrysotile</i>
OK-07A	12 Inch x 12 Inch Blue Floor Tile (North Entrance)	N/A	None Detected
OK-08A	Mastic on 12 Inch x 12 Inch Blue Floor Tile (North Entrance)	45 SF	7% <i>Chrysotile</i>
OK-09A	White Air Duct Mastic (Heater Closet)	N/A	None Detected
OK-10A	Drywall (Heater Closet)	N/A	None Detected
OK-10B	Drywall (Room 1)	N/A	None Detected
OK-10C	Drywall (Room 21)	N/A	None Detected
OK-11A	2 x 4 Drywall Ceiling Tile (Room 2)	N/A	None Detected
OK-12A	Yellow Mastic (North Wall of Room 21)	N/A	None Detected
OK-13A	Carpet Mastic (Room 12)	N/A	None Detected
OKA-01A	Drywall Divider (Motor Pool Building)	N/A	None Detected

SF = Square Feet; LF = Lineal Feet

5.0 SAMPLING PROCEDURES

5.1 SURVEY PROCEDURES

The asbestos survey involved visual Inspection and Sampling, Laboratory Analysis, and Quantity Assessment.

During the physical survey, sample collection data sheets were completed using the unique identification numbers previously described as a reference for the entry of more detailed information regarding the item being sampled. The individual sample numbers were recorded along with the item description, location within the area and condition of the material being sampled. As each sample was collected, it was deposited in a sealable plastic bag or screw-top plastic collection container. The container was then marked with the sample identifier and recorded on the data sheet. All Inspectors are licensed as an AHERA Inspector by the State of Oklahoma. The completed survey forms and samples for each area were then taken to Quantum Laboratory, an accredited laboratory in Oklahoma City and the survey data was entered into a computer system for processing.

5.2 ANALYTICAL PROCEDURES

Bulk samples collected by GMR were analyzed by Quantum Laboratory in Oklahoma City, Oklahoma. Bulk samples were analyzed by Polarized Light Microscopy (PLM). All samples that were submitted were analyzed. Quantum laboratory is accredited through the American Industrial Hygiene Association (AIHA) or National Voluntary Laboratory Accreditation Program (NVLAP).

6.0 RECOMMENDATIONS

No further action is required unless renovation that would disturb the asbestos containing mastic on the floor tile is scheduled.

If the Building is scheduled for demolition the asbestos floor tile mastic may be left in place and disposed of as demolition debris.

6.1 RECOMMENDED ACTIONS FOR PLANNED RENOVATIONS

Prepare specifications and Project Design for abatement of friable asbestos material and specifications for abatement of non-friable materials that would be disturbed during renovation activities. A licensed asbestos abatement contractor is not required for floor and mastic removal (Oklahoma Asbestos Control Act, page 36, 380:50-21-1); however personnel doing the work must follow work practices and have the training required in OSHA 29 CFR 1926.1101.

6.2 RECOMMENDED ACTIONS FOR PLANNED DEMOLITION

Prepare specifications and Project Design for abatement of all friable asbestos materials. Non-friable material may be left in place and disposed of as demolition debris.

6.3 RECOMMENDED ACTIONS FOR ASBESTOS LEFT IN-PLACE

Prepare and implement an Operations and Management (O&M) Plan to manage the asbestos in place. The O&M plan shall meet the requirements established in the Oklahoma Control Act, page 26, 380:50-14-1.

7.0 BUDGETARY ABATEMENT COST ESTIMATE

Floor tile mastic: ***\$5,000.00***

Appendix A

Laboratory Results and Chain of Custody Field Sheets



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 204668
 Account Number: B216
 Date Received: 02/21/2012
 Received By: Sherrie Leftwich
 Date Analyzed: 02/23/2012
 Analyzed By: Sandy Baker
 Methodology: EPA/600/R-93/116

Client: GMR & Associates, Inc.
 PO Box 57827
 Oklahoma City, OK 73157

Project: Okemah Armory Main Bldg.
 Project Location: Okemah
 Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)		Non Fibrous
					Cellulose	Glass Fiber	
001	OK-01A	Homogeneous	Light Gray Insulation	Asbestos Not Present	Cellulose	5	Binder
					Glass Fiber	30	
002	OK-01B	Homogeneous	Light Gray Insulation	Asbestos Not Present	Cellulose	10	Binder
					Glass Fiber	30	
003	OK-01C	Homogeneous	Light Gray Insulation	Asbestos Not Present	Cellulose	10	Binder
					Glass Fiber	30	
004	OK-02A	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose	30	Perlite
					Glass Fiber	30	Paint Binder
005	OK-02B	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose	30	Perlite
					Glass Fiber	30	Paint Binder
006	OK-02C	Homogeneous	White Ceiling Tile	Asbestos Not Present	Cellulose	30	Perlite
					Glass Fiber	30	Paint Binder
007	OK-03A	Homogeneous	Brown Floor Tile	Asbestos Not Present	NA		Vinyl CaCO3

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited TEM and PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any other agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.



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Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 204668

Account Number: B216

Date Received: 02/21/2012

Received By: Sherrie Leftwich

Date Analyzed: 02/23/2012

Analyzed By: Sandy Baker

Methodology: EPA/600/R-93/116

Client: GMR & Associates, Inc.

PO Box 57827

Oklahoma City, OK 73157

Project: Okemah Armory Main Bldg.

Project Location: Okemah

Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
008	OK-04A	Homogeneous	Black Mastic	Asbestos Present Chrysotile 7	NA	Tar
009	OK-05A	Homogeneous	Light Gray Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
010	OK-06A	Composite	Black/Yellow Mastic	Asbestos Present Chrysotile 8	NA	Tar Glue
011	OK-07A	Homogeneous	Black Floor Tile	Asbestos Not Present	NA	Vinyl CaCO3
012	OK-08A	Composite	Black/Yellow Mastic	Asbestos Present Chrysotile 7	NA	Tar Glue
013	OK-09A	Homogeneous	White Mastic	Asbestos Not Present	Synthetic 10	Binder
014	OK-10A	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose Glass Fiber 35 3	Gypsum CaCO3

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

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Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 204668

Account Number: B216

Date Received: 02/21/2012

Received By: Sherrie Leftwich

Date Analyzed: 02/23/2012

Analyzed By: Sandy Baker

Methodology: EPA/600/R-93/116

Client: GMR & Associates, Inc.

PO Box 57827

Oklahoma City, OK 73157

Project: Okemah Armory Main Bldg.

Project Location: Okemah

Project Number: N/A

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
015	OK-10B	Homogeneous	Light Brown Sheetrock	Asbestos Not Present	Cellulose 35 Glass Fiber 2	Gypsum CaCO3
016	OK-10C	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose 35 Glass Fiber 2	Gypsum CaCO3
017	OK-11A	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose 35 Glass Fiber 2	Gypsum CaCO3
018	OK-12A	Homogeneous	Dark Yellow Mastic	Asbestos Not Present	Cellulose	<1 Glue
019	OK-13A	Homogeneous	Yellow Mastic	Asbestos Not Present	Synthetic	<1 Glue
020	OKA-01A	Homogeneous	White Sheetrock	Asbestos Not Present	Cellulose 35	Gypsum CaCO3

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

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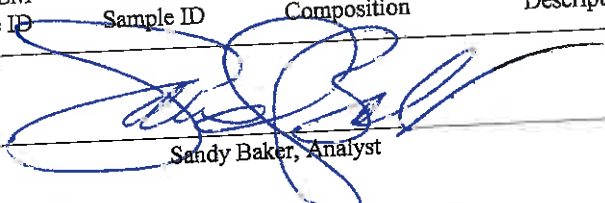
2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Polarized Light Microscopy Asbestos Analysis Report

Client: GMR & Associates, Inc.
PO Box 57827
Oklahoma City, OK 73157

QuanTEM Lab No. 204668
Account Number: B216
Date Received: 02/21/2012
Received By: Sherrie Leftwich
Date Analyzed: 02/23/2012
Analyzed By: Sandy Baker
Methodology: EPA/600/R-93/116

Project: Okemah Armory Main Bldg.
Project Location: Okemah
Project Number: N/A

QuanTEM Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
				2/23/2012		
Sandy Baker, Analyst				Date of Report		

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

QuanTEM is a NVLAP accredited TEM and PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods. This report may not be used to claim product endorsement by NVLAP or any other agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory.



Asbestos Chain-of-Custody
 2033 Heritage Park Drive, Oklahoma City, OK 73120-7902
 (800) 922-1820 (405) 755-7272 Fax (405) 755-2058
 www.quantem.com

This Box for Lab Use Only
 Lab No. 204668
 Approved Rejected

Company Name: CMR & Associates, Inc. Project Name: Okemah Community Center Bldg
 Acct. #: E Project Number: _____

Project Location: Okemah

Sample Number	To Be Analyzed	Color / Description	Volume / Area (if applicable)	Comments
1. OK-01A		domestic water		Rm 4
2. OK-01B		↓	↓	Rm 4
3. OK-01C		↓	↓	Rm 4
4. OK-02A		2x4 CT gauge pattern		hall by 4
5. OK-02B		2x4 CT		hall by 4
6. OK-02C		2x4 CT		hall by 4
7. OK-03A		1x1 FT tarp		Rm-16
8. OK-04A		manhole on 03A		hallways
9. OK-05A		1x1 FT		Rm 17
10. OK-06A		manhole on 05A		Rm 17
11. OK-07A		1x1 FT		Rm 17
12. OK-08A		manhole on		Rm 17
13. OK-09A		white air duct/molded		hasten closet
14. OK-10A		drywall heater cabinet		Rm 1
15. OK-10B		drywall		Rm 21
16. OK-10C		drywall		Rm 21
17. OK-11A		2x4 Drywall CT		Rm 2
18. OK-12A		yellow manhole on		Rm 13
19. OK-13A		carpet manhole		Rm 12

LEGAL DOCUMENT
 Please Print Legibly

PLM	PLM	TEST
480 Pict Count	480 Pict Count	Air - AHERA
1000 Pict Count	1000 Pict Count	Air - MICH 7402
Gravimetric Preparation Pkg	Gravimetric Preparation Pkg	Bulk - On-Chain [Yes / No] - EPA 800R-08194
Other	Other	Bulk - Quantitative [Yes / No] - Classified
		Dust - Qualifier [Yes / No]
		Dust - Quant (mg/m ³) - ASTM D5755
		Drinking Water - EPA 107.0
		Waste Water - EPA 8004-02-0-3
		Other

TURNAROUND TIME	CONTACT INFORMATION
Rush	Phone:
Same Day	Fax:
24 Hour	Report Results VIA (CHOOSE ONE):
<input checked="" type="checkbox"/> 3-Day	<input checked="" type="checkbox"/> Quantem Website
5-Day	E-Mail:

Order Number: _____ Date: 08-21-12
 Order Description: Asbestos
 Order Reference: 1615
 Order Status: Shipped
 Ship To: 1615
 Ship From: 1615
 Ship Date: 08-21-12
 Ship Time: 12:41:15

Asbestos Chain-of-Custody
 2055 Heritage Park Drive, Oklahoma City, OK 73120-7502
 (300) 872-1820 (405) 755-7272 Fax (405) 755-2088
 www.quantem.com



This Box is Lab Use Only
 Lab No. 204668
 Accepted Rejected

Company Name: GMR & Associates, Inc. Acct.#: B Project Name: Oklahoma Damway Dam #4

Project Location: _____ Project Number: _____

Sample Number	To Be Analyzed	Color / Description	Volume / Area (if applicable)	Comments
20 OKA - 01A		Drywall dusts	Rm 1	

LEGAL DOCUMENT
 Please Print Legibly

PLM	TEM
<input checked="" type="checkbox"/> Bulk Analyze (EPA 8460-AS116)	Air - AHERA
<input type="checkbox"/> 400 Pencil Count	Air - NIOSH 7402
<input type="checkbox"/> 1000 Pencil Count	Bulk - Qualitative [Yes / No] - EPA 8000-AS116
<input type="checkbox"/> Gravimetric Preparation For	Bulk - Quantitative [Weight %] - Certified
<input type="checkbox"/> Other	Dust - Qualitative [Yes / No]
	Dust - Quantitative (Gravimetric) - ASTM D5755
	Drinking Water - EPA 100.0
	Waste Water - EPA 8000-AS-043
	Other

TURNAROUND TIME		CONTACT INFORMATION	
<input type="checkbox"/> Rush	<input type="checkbox"/> Name:	<input type="checkbox"/> Phone:	<input type="checkbox"/> Report Results VIA (CHOOSE ONE):
<input type="checkbox"/> Same Day	<input type="checkbox"/> FAX:	<input type="checkbox"/> E-Mail:	<input checked="" type="checkbox"/> QUANTEM WASTING
<input checked="" type="checkbox"/> 24 Hour			
<input type="checkbox"/> 3-Day			
<input type="checkbox"/> 5-Day			

Prepared By: <u>[Signature]</u>	Reviewed By: <u>[Signature]</u>	Accepted By: <u>[Signature]</u>	Scheduled By: _____
Date: <u>02-21-12</u>	Time: <u>14:15</u>	Location: <u>SP-1000 aballa 415</u>	

Saturday FedEx Shipping - CALL TO SCHEDULE
 Use this address for Saturday FedEx only: 4220 N. Santa Fe Ave., Oklahoma City, OK 73105-8517

Appendix B
Certifications

FEE: \$25.00

Oklahoma Department of Labor



Bill Harris

has filed in the office of the Commissioner of Labor of the State of Oklahoma
an application for a Limited Asbestos Contractor's license for

AHERA INSPECTOR

Now, therefore, The Commissioner of Labor of the State of Oklahoma, by virtue of
the power vested in him by law hereby issues to the
applicant license No. **OK150035**.

Mark Costello

MARK COSTELLO
Commissioner of Labor

May 06, 2011

Date of Issuance

EXPIRES: May 04, 2012

FEE. \$25 00

Oklahoma
Department of Labor



Howard Burch

has filed in the office of the Commissioner of Labor of the State of Oklahoma
an application for a Limited Asbestos Contractor's license for

AHERA INSPECTOR

Now, therefore, The Commissioner of Labor of the State of Oklahoma, by virtue of
the power vested in him by law hereby issues to the
applicant license No. **OK159522**.

Mark Costello

MARK COSTELLO
Commissioner of Labor

June 01, 2011

Date of Issuance

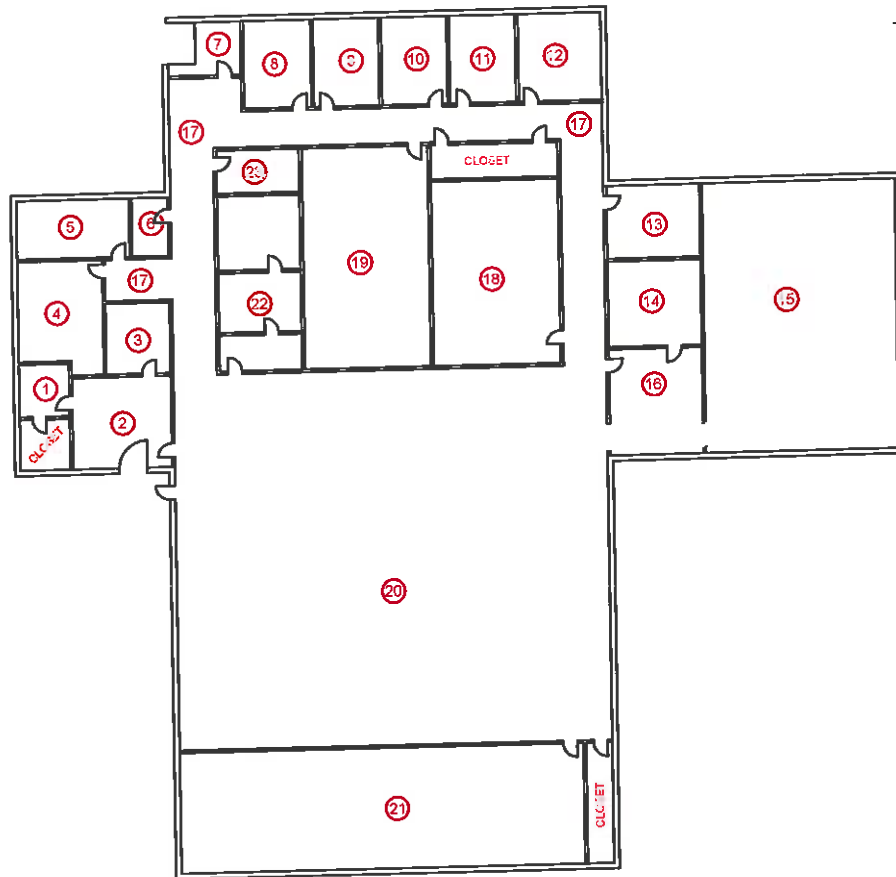
EXPIRES: June 01, 2012

Appendix C

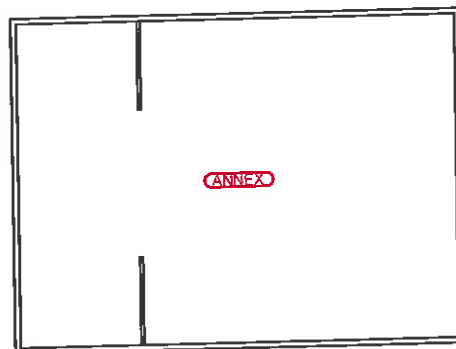
Site Layout with Sample and Asbestos Locations



NOT TO SCALE



MAIN BUILDING



MOTOR POOL BUILDING

DENOTES ROOM NUMBERS DEVELOPED FOR SURVEY
NO SURFACE MATERIALS OBSERVED DURING INSPECTION

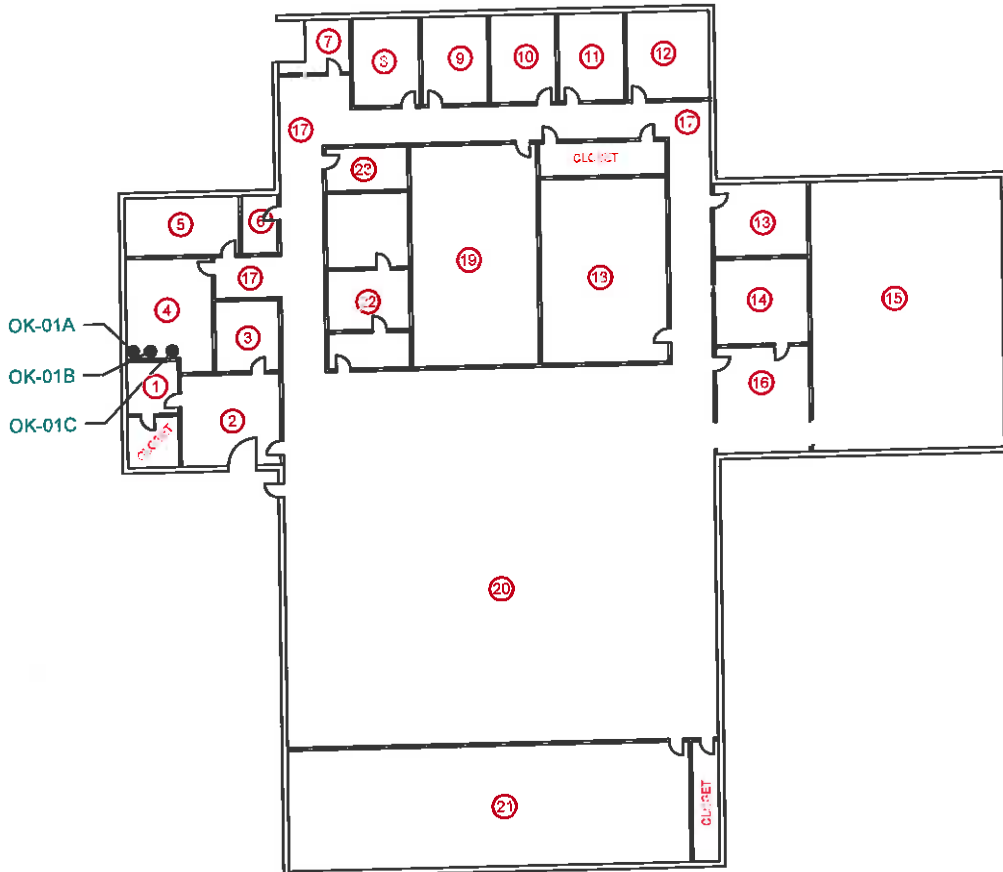
GMR

& Associates, Inc.
2520 West I-44 Service Road, Ste. 200
P.O. Box 57827
Oklahoma City, OK 73157-7827
Phone: 405-328-7017, Fax: 405-528-3346

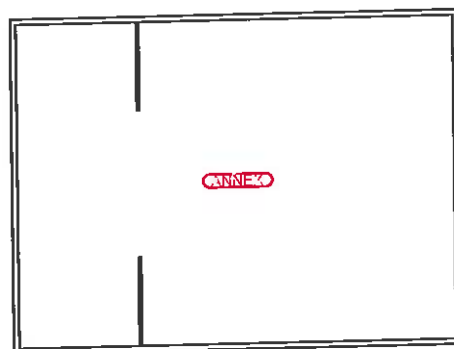
Figure 1
Asbestos Surface Sampling Locations
Okemah Armory
302 S. Sertco Road
Okemah, OK 74859



NOT TO SCALE



MAIN BUILDING



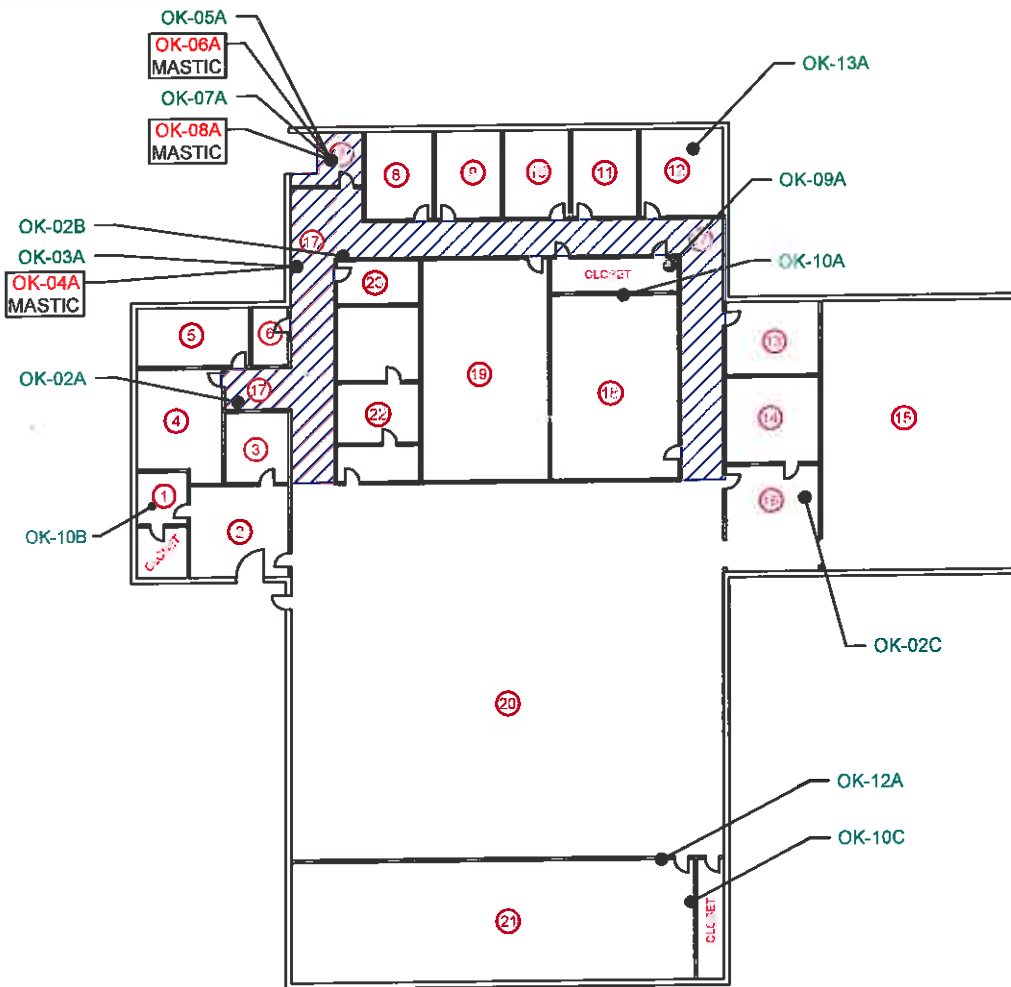
MOTOR POOL BUILDING

- Ⓝ DENOTES ROOM NUMBERS DEVELOPED FOR SURVEY
- OK-### SAMPLES CONTAINING ASBESTOS
- OK-### SAMPLES NOT CONTAINING ASBESTOS

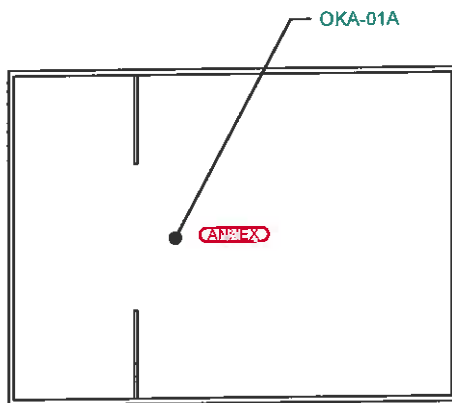
GMR

& Associates, Inc.
2520 West I-44 Service Road, Ste. 200
P.O. Box 57827
Oklahoma City, OK 73157-7827
Phone: 405.528-7017, Fax: 405.528-3346





Figure 2
Asbestos Thermal Sampling Locations
Okemah Armory
302 S. Sertco Road
Okemah, OK 74859



MAIN BUILDING



MOTOR POOL BUILDING

-  ASBESTOS CONTAINING FLOOR TILE MASTIC
-  DENOTES ROOM NUMBERS DEVELOPED FOR SURVEY
-  SAMPLES CONTAINING ASBESTOS
-  SAMPLES NOT CONTAINING ASBESTOS

GMR

& Associates, Inc.
2520 West I-44 Service Road, Ste. 200
P.O. Box 57827
Oklahoma City, OK 73157-7827
Phone: 405/528-7017, Fax: 405/528-3346

Figure 3
Asbestos Miscellaneous Sampling Locations
Okemah Armory
302 S. Sertco Road
Okemah, OK 74859

Appendix D

Photo Record



Non-Friable Asbestos Containing Mastic on Non-Asbestos Brown Floor Tile
(Sample # OK-04A)



Non-Friable Asbestos Containing Mastic on Non-Asbestos Blue and Gray Tile
(Sample # OK-06A & 08A)

LEAD-BASED PAINT INSPECTION REPORT

NATIONAL GUARD ARMORY
302 SOUTH SERTCO ROAD
OKEMAH, OK 74859

GMR Project Number 2012017
March 10, 2012

RECEIVED

MAR 20 2012

LAND PROTECTION DIVISION
DEPARTMENT OF ENVIRONMENTAL QUALITY

Oklahoma Department of Environmental Quality
Land Protection Division
P. O. Box 1677
Oklahoma City, OK 73101-1677
Attention: Mr. Dustin Davidson

GMR & Associates, Inc.
ENGINEERS, PLANNERS, ENVIRONMENTAL SPECIALISTS, HYDROGEOLOGISTS
2520 West I-44 Service Road, Suite 200
P.O. Box 57827
Oklahoma City, OK 73157-7827
Telephone: 405-528-7017
Fax: 405-528-3346

Prepared by:



Jason Lee
Basin Environmental and Safety Technologies
LBP Risk Assessor, OKRASR13451

Reviewed by:



Arless Murray, Jr.
President

GMR & Associates, Inc.

EXECUTIVE SUMMARY

Basin Environmental and Safety Technologies (Basin) performed a lead-based paint inspection of the interior and exterior painted surfaces at the Former National Guard Armory building on February 21, 2012. The property is located at 302 S. Sertco Dr., Okemah, OK 74859 and is owned by the City of Okemah Oklahoma, 502 W. Broadway St., Okemah, OK 74859 (918-623-1050). The inspection identified the presence, quantity, locations, and characteristics of lead on all interior and exterior painted surfaces and building components. Surfaces were tested according to the specifications described in the protocols for lead-based paint testing in the Department of Housing and Urban Development's (HUD) Guidelines, Chapter 7 (1997 revision) and any applicable Federal, State, and Local regulations.

The objective of the inspection was to identify surfaces with lead in concentrations above the Environmental Protection Agency's (EPA) threshold of 1.0 mg/cm² by X-Ray Fluorescence (XRF) analysis. A total of twenty-six (26) room equivalents, including the building exterior and an annex building, were inspected.

Surfaces found to contain lead-based paint by XRF analysis are listed in table below. All testing combinations not specifically tested, but identical to those represented below should be considered positive for lead-based paint unless otherwise noted. A listing of all tests can be found in **Appendix A**.

Reading Number	Room	Side	Component	Color	Condition	Substrate	Lead (mg/cm ²)
192	Annex Ext	B	Parking Stripe	Yellow	Poor	Concrete	1.8

TABLE OF CONTENTS

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2. Training.....	3
3. Equipment.....	3
4. Methodology.....	3
V. RECOMMENDATIONS.....	4
VI. LIMITATIONS	4

Appendix A: X-Ray Fluorescence Analyzer Data

Appendix B: Photographs of Lead-Based Paint Locations

Appendix C: Building Diagram

Appendix D: Lead-Based Paint Inspector/Risk Assessor and Firm Certifications


Appendix E: XRF Performance Characteristics Sheet

Appendix F: XRF Calibration Record

I. CERTIFICATION

I certify that this inspection, conducted at the Former National Guard Armory located at 302 S. Sertco Dr., Okemah, OK 74859, complies with accepted standards, practices, and regulations promulgated by the U.S. Department of Housing and Urban Development, the Environmental Protection Agency, and the Oklahoma Department of Environmental Quality. The results accurately reflect the condition of the property at the time the inspection was performed.


Certified Lead Based Paint Inspector/Risk Assessor



**Jason Lee
 Certified Lead-Based Paint Inspector/Risk Assessor
 Registration No: OKRASR13451 State: OK**

Certified Lead Based Paint Firm No. OKFIRM13434

**Basin Environmental and Safety Technologies
 3120 South Meridian
 Oklahoma City, OK 73119
 405-232-5737**

Revision Number:	Review Date:	Reviewed By:	Reviewer Initials:
1.2	March 13, 2012	Todd Wolfard	

II. INTRODUCTION

Basin Environmental and Safety Technologies (Basin) performed a lead-based paint inspection of the interior and exterior painted surfaces at the Former National Guard Armory building on February 21, 2012. The property is located at 302 S. Sertco Dr., Okemah, OK 74859 and is owned by the City of Okemah Oklahoma, 502 W. Broadway St., Okemah, OK 74859 (918-623-1050). The inspection identified the presence, quantity, locations, and characteristics of lead on all interior and exterior painted surfaces and building components. Surfaces were tested according to the specifications described in the protocols for lead-based paint testing in the Department of Housing and Urban Development's (HUD) Guidelines, Chapter 7 (1997 revision) and any applicable Federal, State, and Local regulations.

The objective of the inspection was to identify surfaces with lead in concentrations above the Environmental Protection Agency's (EPA) threshold of 1.0 mg/cm² by X-Ray Fluorescence (XRF) analysis. A total of twenty-six (26) room equivalents, including the building exterior and an annex building, were inspected.

III. INSPECTION FINDINGS

Surfaces found to contain lead-based paint by XRF analysis are listed in **Table 1** below. All testing combinations not specifically tested, but identical to those represented below should be considered positive for lead-based paint unless otherwise noted. A listing of all tests can be found in **Appendix A**.

Table 1: Miscellaneous Surfaces with Lead-Based Paint

Reading Number	Room	Side	Component	Color	Condition	Substrate	Lead (mg/cm ²)
192	Annex Ext	B	Parking Stripe	Yellow	Poor	Concrete	1.8

Table 2: Lead-Containing Tile Locations

Reading Number	Room	Side	Component	Color	Condition	Substrate	Lead (mg/cm ²)
10	1	C	Wall	Beige	Intact	Tile	10.1
13	2	D	Wall	Beige	Intact	Tile	10.1
20	3	C	Wall	Beige	Intact	Tile	10.1
168	22	D	Wall	Beige	Intact	Tile	9.1
173	23	A	Wall	Beige	Intact	Tile	7.3

Note: Tile glazing containing lead is not classified as lead-based paint per 40 CFR 745.103

Photographs of lead-based paint locations can be found in **Appendix B**. Diagrams identifying room equivalents and lead-based paint locations can be found in **Appendix C**.

IV. SCOPE OF PROJECT

1. Background

The property, located at 302 S. Sertco Dr., Okemah, OK 74859, was constructed 1984. The property consists of a brick building with approximately 17,292 square feet of floor space. The building is composed of a single level with one annex building and contains a total of twenty-six (26) room equivalents. Exterior walls on the main building (and/or annex building) for the purposes of this report are considered a room equivalent.

2. Training

All inspectors utilized by Basin are EPA/Oklahoma Department of Environmental Quality (ODEQ) licensed Lead-Based Paint Inspector/Risk Assessors. Furthermore, all Inspector/Risk Assessors are aware of the hazards associated with and the safe handling of radioactive materials. See **Appendix D** for copies of appropriate training documentation.

3. Equipment

A Niton Model XLp703AW (Serial #10713) XRF Analyzer was used for the inspection. The instrument contained Cadmium-109 as its radioactive source. The source was installed on April 14, 2011. During the inspection, the XRF was used in K+L testing mode for all surfaces. The Performance Characteristics Sheet for the instrument and the manufacturer calibration record can be found in **Appendix E**.

4. Methodology

The inspection procedure used at this location complies with the EPA Performance Characteristic Sheet (PCS) for the specific XRF instrument used during the inspection; this includes adhering to the manufacturer's modifications and recommendations. The specific instrument used was manufactured by NITON Corporation, 900 Middlesex Turnpike, Building 8, Billerica, Massachusetts 01821. The lead-based paint inspection and testing protocols followed are found in the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (June 1995), Chapter 7 (1997 Revision)* and all State and Local regulations were followed. The standard threshold for lead-based paint as per HUD/EPA and the ODEQ of 1.0 mg/cm² was utilized for classification of positive (above the threshold) and negative (below the threshold). When evaluating this report, it is assumed that (according to Chapter 7 of the HUD Guidelines) if one testing combination is positive for lead-based paint, then all other similar testing combinations are positive. The same assumption applies to negative readings. Any inconclusive readings are immediately followed by an additional reading of the same testing combination and test location.

Surfaces were classified by a testing combination consisting of the room equivalent, building component type, and substrate. The sides of room equivalents were labeled A, B, C, and D. Side A is the address (street facing) side of the building. Sides B, C, and D are identified clockwise of Side A while facing the address side of the building. Paint conditions were recorded as either "intact", "fair", or "poor." Paint in poor condition was defined as deterioration of more than two square feet on large components such as walls or 10% on smaller components such as baseboards. Paint in "fair" condition was defined as deterioration of less than or equal to two square feet on large components or 10% on smaller components. Paint in "intact" condition was defined as surfaces with no deteriorated paint. Interior painted surfaces that were tested included but were not limited to walls, doors, windows, trim, vents, stairwells, ceilings, cabinets, and bookcases.

Calibration of the XRF instrument was checked using a lead paint standard known to contain 1.0 mg/cm² of lead. The instrument was checked three times before the inspection begins and three times when the inspection is completed. Additionally, on days that the inspection lasted more than four hours, the instrument calibration was checked every four hours during the inspection. The instrument maintained a consistent calibration reading within the manufacturer's range of 0.8 – 1.2 mg/cm² for this inspection.

V. RECOMMENDATIONS

Options for controlling potential lead-based paint hazards include, but are not limited to:

- Removal and replacement of building components
- Removal of lead-based paint
- Encapsulation of lead-based paint
- Enclosure of lead-based paint

Based on conditions present at this property at the time of the inspection, Basin recommends the following interim control and abatement options:

- Chemical removal of pavement striping paint

Basin estimates the cost for the above mentioned lead-based paint abatement option to be between \$5,000 and \$8,000.

VI. LIMITATIONS

Environmental conditions are subject to change and conditions reported herein apply only to the date and time of the testing. Therefore, changes in environmental conditions including, but not limited to the condition of painted components may change following this inspection are not predicted by this report. Those areas that are not accessible at the time of the inspection should be considered positive for the presence of lead-based paint and lead hazards.

This document is the rendering of a professional service, the essence of which is to render advice, judgment, opinion, or professional skill. No attempt was made to document the condition of each and every structural or nonstructural element. In the event that additional information becomes available that could affect the conclusions reached in this investigation, Basin reserves the right to review and change if required, some or all of the opinions presented herein.

APPENDIX A

Rd #	Time	Duration	Units	Site	Room	Side	Component	Feature	Color	Condition	Substrate	Results	Depth Index	Action Level	Lead (mg/cm2)	Lead Error
1	2/21/2012 11:50	78.61	cps									Positive	1.03	1	4.52	0
2	2/21/2012 11:53	20.75	mg / cm ^2	Okemah Armory			Calibrate					Positive	1.07	1	1	0.1
3	2/21/2012 11:53	20.37	mg / cm ^2	Okemah Armory			Calibrate					Positive	1.05	1	1	0.1
4	2/21/2012 11:54	21.11	mg / cm ^2	Okemah Armory			Calibrate					Positive	1.05	1	1	0.1
5	2/21/2012 11:57	2.68	mg / cm ^2	Okemah Armory	1	C	Wall		Beige	Intact	Tile	Positive	1.99	1	10.1	3.2
6	2/21/2012 11:58	1.15	mg / cm ^2	Okemah Armory	1		Ceiling		Beige	Intact	Concrete	Negative	1	1	< LOD	0.03
7	2/21/2012 11:58	0.77	mg / cm ^2	Okemah Armory	1		Floor		Brown	Intact	Tile	Null	1	1	< LOD	0.03
8	2/21/2012 11:59	2.31	mg / cm ^2	Okemah Armory	1		Floor		Brown	Intact	Tile	Negative	1.14	1	< LOD	0.03
9	2/21/2012 11:59	1.54	mg / cm ^2	Okemah Armory	1	C	Door		Beige	Fair	Metal	Negative	1.32	1	< LOD	0.03
10	2/21/2012 11:59	3.46	mg / cm ^2	Okemah Armory	1	C	Wall		Beige	Intact	Tile	Positive	1.82	1	10.1	2.1
11	2/21/2012 12:00	2.60	mg / cm ^2	Okemah Armory	1	C	Door	Casing	Beige	Fair	Metal	Negative	2.25	1	< LOD	0.04
12	2/21/2012 12:01	1.53	mg / cm ^2	Okemah Armory	1	A	Wall	Pipe	Beige	Fair	Metal	Negative	1	1	< LOD	0.03
13	2/21/2012 12:03	1.54	mg / cm ^2	Okemah Armory	2	D	Wall		Beige	Intact	Tile	Positive	1.96	1	10.1	3.3
14	2/21/2012 12:04	1.15	mg / cm ^2	Okemah Armory	2	D	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.03
15	2/21/2012 12:06	78.66	cps												4.32	0
16	2/21/2012 12:07	1.52	mg / cm ^2	Okemah Armory	2	D	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.03
17	2/21/2012 12:07	2.3	mg / cm ^2	Okemah Armory	2		Floor		Beige	Intact	Tile	Null	1	1	< LOD	1.05
18	2/21/2012 12:08	2.68	mg / cm ^2	Okemah Armory	3		Floor		Beige	Intact	Tile	Null	4.11	1	< LOD	1.05
19	2/21/2012 12:08	4.59	mg / cm ^2	Okemah Armory	3		Floor		Beige	Intact	Tile	Negative	1	1	0.6	0.3
20	2/21/2012 12:08	1.53	mg / cm ^2	Okemah Armory	3	C	Wall		Beige	Intact	Tile	Positive	1.92	1	10.1	5.4
21	2/21/2012 12:12	1.92	mg / cm ^2	Okemah Armory	4	A	Wall		Beige	Intact	Concrete	Null	1	1	< LOD	0.9
22	2/21/2012 12:12	3.07	mg / cm ^2	Okemah Armory	4	A	Wall		Beige	Intact	Concrete	Negative	1.18	1	< LOD	0.03
23	2/21/2012 12:12	1.54	mg / cm ^2	Okemah Armory	4	B	Wall		Beige	Intact	Concrete	Negative	1	1	< LOD	0.03
24	2/21/2012 12:13	1.54	mg / cm ^2	Okemah Armory	4	C	Wall		Beige	Intact	Concrete	Negative	1	1	< LOD	0.98
25	2/21/2012 12:13	1.54	mg / cm ^2	Okemah Armory	4	D	Wall		Beige	Intact	Concrete	Negative	1	1	< LOD	0.03
26	2/21/2012 12:14	2.68	mg / cm ^2	Okemah Armory	4	B	Wall	Conduit	Beige	Fair	Metal	Negative	1	1	< LOD	0.03
27	2/21/2012 12:15	5.35	mg / cm ^2	Okemah Armory	4	B	Wall	Header	Beige	Intact	Metal	Negative	1.45	1	< LOD	0.03
28	2/21/2012 12:19	1.92	mg / cm ^2	Okemah Armory	4	B	Ceiling	Beam	Beige	Intact	Metal	Negative	1.54	1	< LOD	0.12
29	2/21/2012 12:20	1.92	mg / cm ^2	Okemah Armory	4	B	Ceiling	Crossmbr	Beige	Intact	Metal	Negative	1	1	< LOD	0.05
30	2/21/2012 12:22	1.93	mg / cm ^2	Okemah Armory	5	A	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.03
31	2/21/2012 12:23	2.3	mg / cm ^2	Okemah Armory	5	B	Wall		Brown	Fair	Concrete	Negative	1.07	1	< LOD	0.03
32	2/21/2012 12:23	1.92	mg / cm ^2	Okemah Armory	5	C	Wall		Brown	Fair	Concrete	Negative	1	1	< LOD	0.03
33	2/21/2012 12:23	1.53	mg / cm ^2	Okemah Armory	5	D	Wall		Brown	Fair	Concrete	Negative	1	1	< LOD	0.03
34	2/21/2012 12:24	4.24	mg / cm ^2	Okemah Armory	5	D	Wall	Conduit	Brown	Intact	Metal	Negative	1	1	< LOD	0.03
35	2/21/2012 12:24	2.3	mg / cm ^2	Okemah Armory	5	D	Door	Frame	Beige	Fair	Metal	Negative	1.77	1	< LOD	0.03
36	2/21/2012 12:24	1.53	mg / cm ^2	Okemah Armory	5	D	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.03
37	2/21/2012 12:25	1.15	mg / cm ^2	Okemah Armory	4	D	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.03
38	2/21/2012 12:25	1.93	mg / cm ^2	Okemah Armory	4	D	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.03
39	2/21/2012 12:26	1.54	mg / cm ^2	Okemah Armory	6	C	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.03
40	2/21/2012 12:27	4.61	mg / cm ^2	Okemah Armory	6	C	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.03
41	2/21/2012 12:29	1.91	mg / cm ^2	Okemah Armory	6	A	Wall		Beige	Fair	Concrete	Negative	1.78	1	< LOD	0.04
42	2/21/2012 12:29	2.28	mg / cm ^2	Okemah Armory	6	B	Wall		Beige	Fair	Concrete	Negative	1	1	< LOD	0.03
43	2/21/2012 12:29	1.91	mg / cm ^2	Okemah Armory	6	C	Wall		Beige	Fair	Concrete	Negative	1	1	< LOD	0.03
44	2/21/2012 12:30	1.94	mg / cm ^2	Okemah Armory	6	D	Wall		Beige	Fair	Concrete	Negative	1	1	< LOD	0.03
45	2/21/2012 12:30	1.15	mg / cm ^2	Okemah Armory	6	C	Wall	Beam	Beige	Fair	Metal	Negative	4.72	1	< LOD	0.22
46	2/21/2012 12:31	1.92	mg / cm ^2	Okemah Armory	6		Ceiling		White	Intact	Drywall	Negative	1	1	< LOD	0.03
47	2/21/2012 12:32	1.92	mg / cm ^2	Okemah Armory	7	B	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.03
48	2/21/2012 12:32	1.93	mg / cm ^2	Okemah Armory	7	C	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.03
49	2/21/2012 12:33	1.52	mg / cm ^2	Okemah Armory	7	B	Window	Frame	Brown	Intact	Metal	Negative	1	1	< LOD	0.03

R#	Time	Duration	Units	Site	Room	Side	Component	Feature	Color	Condition	Substrate	Results	Depth Index	Action Level	Lead (mg/cm2)	Lead Error
50	2/21/2012 12:33	1.15	mg / cm ^2	Okemah Armory		8 B	Window	Frame	Brown	Intact	Metal	Negative	1	1	< LOD	0.03
51	2/21/2012 12:34	1.91	mg / cm ^2	Okemah Armory		8 D	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.03
52	2/21/2012 12:35	2.3	mg / cm ^2	Okemah Armory		8 D	Door		Beige	Fair	Metal	Negative	2.57	1	< LOD	0.04
53	2/21/2012 12:35	2.3	mg / cm ^2	Okemah Armory		8 A	Wall		Red	Intact	Concrete	Negative	1	1	< LOD	0.03
54	2/21/2012 12:35	3.82	mg / cm ^2	Okemah Armory		8 B	Wall		Red	Intact	Concrete	Negative	1	1	< LOD	0.03
55	2/21/2012 12:36	1.9	mg / cm ^2	Okemah Armory		8 C	Wall		White	Intact	Drywall	Negative	1	1	< LOD	0.03
56	2/21/2012 12:36	2.68	mg / cm ^2	Okemah Armory		8 D	Wall		White	Intact	Concrete	Negative	1	1	< LOD	0.03
57	2/21/2012 12:37	2.3	mg / cm ^2	Okemah Armory		9 A	Wall		Gray	Intact	Drywall	Negative	1	1	< LOD	0.03
58	2/21/2012 12:37	1.62	mg / cm ^2	Okemah Armory		9 B	Wall		White	Fair	Concrete	Null	?	?	< LOD	1.2
59	2/21/2012 12:37	1.91	mg / cm ^2	Okemah Armory		9 C	Wall		White	Intact	Drywall	Negative	1	1	< LOD	0.03
60	2/21/2012 12:38	2.31	mg / cm ^2	Okemah Armory		9 D	Wall		White	Intact	Concrete	Negative	1	1	< LOD	0.03
61	2/21/2012 12:38	2.68	mg / cm ^2	Okemah Armory		9 D	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.03
62	2/21/2012 12:38	1.92	mg / cm ^2	Okemah Armory		9 D	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.03
63	2/21/2012 12:39	1.92	mg / cm ^2	Okemah Armory		9 B	Window	Frame	Brown	Intact	Metal	Negative	1.24	1	< LOD	0.03
64	2/21/2012 12:39	1.14	mg / cm ^2	Okemah Armory		10 B	Window	Frame	Brown	Intact	Metal	Negative	1	1	< LOD	0.03
65	2/21/2012 12:40	1.92	mg / cm ^2	Okemah Armory		10 D	Door	Frame	Beige	Fair	Metal	Negative	1.54	1	< LOD	0.03
66	2/21/2012 12:40	4.2	mg / cm ^2	Okemah Armory		10 D	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.03
67	2/21/2012 12:40	0.77	mg / cm ^2	Okemah Armory		10 A	Wall		Beige	Intact	Drywall	Null	?	?	< LOD	0.04
68	2/21/2012 12:41	1.9	mg / cm ^2	Okemah Armory		10 A	Wall		Beige	Intact	Drywall	Negative	1	1	< LOD	0.03
69	2/21/2012 12:41	2.31	mg / cm ^2	Okemah Armory		10 B	Wall		Beige	Intact	Concrete	Negative	1	1	< LOD	0.03
70	2/21/2012 12:41	1.93	mg / cm ^2	Okemah Armory		10 C	Wall		Beige	Intact	Drywall	Negative	1	1	< LOD	0.03
71	2/21/2012 12:41	1.91	mg / cm ^2	Okemah Armory		10 D	Wall		Beige	Intact	Concrete	Negative	1	1	< LOD	0.03
72	2/21/2012 12:44	78.86	cps												4.57	0
73	2/21/2012 12:47	1.14	mg / cm ^2	Okemah Armory		11 A	Wall		White	Intact	Drywall	Negative	2.04	1	< LOD	0.01
74	2/21/2012 12:47	1.15	mg / cm ^2	Okemah Armory		11 B	Wall		Orange	Fair	Concrete	Negative	1	1	< LOD	0.01
75	2/21/2012 12:47	1.15	mg / cm ^2	Okemah Armory		11 C	Wall		White	Intact	Drywall	Negative	1	1	< LOD	0.01
76	2/21/2012 12:48	1.16	mg / cm ^2	Okemah Armory		11 D	Wall		Orange	Fair	Concrete	Negative	1	1	< LOD	0.01
77	2/21/2012 12:48	1.15	mg / cm ^2	Okemah Armory		11 D	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.01
78	2/21/2012 12:48	1.53	mg / cm ^2	Okemah Armory		11 D	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.01
79	2/21/2012 12:49	1.54	mg / cm ^2	Okemah Armory		11 B	Window	Frame	Brown	Intact	Metal	Negative	1	1	< LOD	0.01
80	2/21/2012 12:50	1.91	mg / cm ^2	Okemah Armory		12 B	Window	Frame	Brown	Intact	Metal	Negative	1	1	< LOD	0.01
81	2/21/2012 12:50	1.53	mg / cm ^2	Okemah Armory		12 B	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.01
82	2/21/2012 12:51	1.14	mg / cm ^2	Okemah Armory		12 B	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.01
83	2/21/2012 12:51	0.76	mg / cm ^2	Okemah Armory		12 A	Wall		Brown	Intact	Drywall	Negative	1	1	< LOD	0.01
84	2/21/2012 12:51	1.14	mg / cm ^2	Okemah Armory		12 B	Wall		Brown	Poor	Concrete	Negative	2.67	1	< LOD	0.01
85	2/21/2012 12:51	0.76	mg / cm ^2	Okemah Armory		12 C	Wall		Brown	Fair	Concrete	Negative	1	1	< LOD	0.01
86	2/21/2012 12:52	1.14	mg / cm ^2	Okemah Armory		12 D	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
87	2/21/2012 12:57	1.15	mg / cm ^2	Okemah Armory		13 A	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
88	2/21/2012 12:58	1.15	mg / cm ^2	Okemah Armory		13 B	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
89	2/21/2012 12:58	0.77	mg / cm ^2	Okemah Armory		13 C	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
90	2/21/2012 12:58	1.15	mg / cm ^2	Okemah Armory		13 D	Wall		Brown	Fair	Wood	Negative	1	1	< LOD	0.01
91	2/21/2012 12:58	1.15	mg / cm ^2	Okemah Armory		13 B	Wall	Conduit	Brown	Fair	Metal	Negative	1	1	< LOD	0.01
92	2/21/2012 12:59	1.53	mg / cm ^2	Okemah Armory		13	Ceiling	Beam	Beige	Intact	Metal	Negative	1.75	1	< LOD	0.01
93	2/21/2012 13:00	1.15	mg / cm ^2	Okemah Armory		13	Ceiling	Crossmbr	Beige	Intact	Metal	Negative	1	1	< LOD	0.01
94	2/21/2012 13:00	0.77	mg / cm ^2	Okemah Armory		13 B	Wall	Header	Beige	Intact	Metal	Negative	1.2	1	< LOD	0.01
95	2/21/2012 13:05	1.54	mg / cm ^2	Okemah Armory		13 A	Door	Frame	Beige	Fair	Metal	Negative	1.57	1	< LOD	0.01
96	2/21/2012 13:05	1.52	mg / cm ^2	Okemah Armory		13 A	Door		Beige	Fair	Metal	Negative	1.4	1	< LOD	0.01
97	2/21/2012 13:06	1.16	mg / cm ^2	Okemah Armory		14 D	Door		Gray	Fair	Metal	Negative	1	1	< LOD	0.01
98	2/21/2012 13:07	1.92	mg / cm ^2	Okemah Armory		14 D	Door	Frame	Gray	Fair	Metal	Negative	1.39	1	< LOD	0.01

Rd #	Time	Duration	Units	Site	Room	Side	Component	Feature	Color	Condition	Substrate	Results	Depth Index	Action Level	Lead (mg/cm2)	Lead Error
99	2/21/2012 13:09	2.68	mg / cm ^2	Okemah Armory	14	A	Wall		Beige	Intact	Drywall	Negative	1	1	< LOD	0.01
100	2/21/2012 13:09	1.15	mg / cm ^2	Okemah Armory	14	B	Wall		Beige	Intact	Drywall	Negative	1	1	< LOD	0.01
101	2/21/2012 13:09	1.53	mg / cm ^2	Okemah Armory	14	C	Wall		Beige	Intact	Drywall	Negative	1	1	< LOD	0.01
102	2/21/2012 13:10	1.9	mg / cm ^2	Okemah Armory	14	D	Wall		Beige	Intact	Drywall	Negative	1	1	< LOD	0.01
103	2/21/2012 13:11	2.29	mg / cm ^2	Okemah Armory	15	A	Wall		Beige	Intact	Concrete	Negative	1	1	< LOD	0.01
104	2/21/2012 13:12	1.15	mg / cm ^2	Okemah Armory	15	B	Wall		Beige	Fair	Concrete	Negative	1	1	< LOD	0.01
105	2/21/2012 13:12	1.53	mg / cm ^2	Okemah Armory	15	C	Wall		Beige	Fair	Concrete	Negative	1	1	< LOD	0.01
106	2/21/2012 13:12	1.15	mg / cm ^2	Okemah Armory	15	D	Wall		Beige	Fair	Concrete	Negative	1	1	< LOD	0.01
107	2/21/2012 13:13	3.06	mg / cm ^2	Okemah Armory	15	D	Wall	Column	Beige	Intact	Metal	Negative	2.61	1	< LOD	0.01
108	2/21/2012 13:18	3.83	mg / cm ^2	Okemah Armory	15		Ceiling	Beam	Beige	Intact	Metal	Negative	1.54	1	< LOD	0.01
109	2/21/2012 13:19	2.31	mg / cm ^2	Okemah Armory	15		Ceiling	Crossmbr	Beige	Intact	Metal	Negative	1	1	< LOD	0.01
110	2/21/2012 13:19	2.68	mg / cm ^2	Okemah Armory	15	C	Wall	Header	Beige	Intact	Metal	Negative	2.12	1	< LOD	0.01
111	2/21/2012 13:21	2.3	mg / cm ^2	Okemah Armory	16	A	Wall		White	Intact	Concrete	Negative	1	1	< LOD	0.01
112	2/21/2012 13:21	1.54	mg / cm ^2	Okemah Armory	16	B	Wall		White	Poor	Concrete	Negative	1	1	< LOD	0.01
113	2/21/2012 13:22	1.53	mg / cm ^2	Okemah Armory	16	D	Wall		Red	Intact	Concrete	Negative	1	1	< LOD	0.01
114	2/21/2012 13:23	1.15	mg / cm ^2	Okemah Armory	16	A	Wall	Support	Beige	Intact	Metal	Negative	10	1	< LOD	0.01
115	2/21/2012 13:23	3.04	mg / cm ^2	Okemah Armory	16	A	Door	Frame	Beige	Intact	Metal	Negative	1	1	< LOD	0.01
116	2/21/2012 13:24	1.52	mg / cm ^2	Okemah Armory	16	A	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.01
117	2/21/2012 13:25	1.92	mg / cm ^2	Okemah Armory	17	D	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.01
118	2/21/2012 13:25	1.16	mg / cm ^2	Okemah Armory	17	D	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.01
119	2/21/2012 13:26	4.2	mg / cm ^2	Okemah Armory	17	A	Wall		Brown	Intact	Concrete	Negative	2.84	1	< LOD	0.01
120	2/21/2012 13:27	1.53	mg / cm ^2	Okemah Armory	17	B	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
121	2/21/2012 13:27	0.77	mg / cm ^2	Okemah Armory	17	C	Wall		Brown	Intact	Concrete	Negative	5.51	1	< LOD	0.01
122	2/21/2012 13:28	2.3	mg / cm ^2	Okemah Armory	17	D	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
123	2/21/2012 13:28	1.15	mg / cm ^2	Okemah Armory	17	D	Wall	Support	Brown	Intact	Metal	Negative	10	1	< LOD	0.01
124	2/21/2012 13:29	1.52	mg / cm ^2	Okemah Armory	17	B	Wall	Board	Black	Intact	Wood	Negative	1	1	< LOD	0.01
125	2/21/2012 13:35	0.77	mg / cm ^2	Okemah Armory	18	A	Wall		White	Intact	Concrete	Negative	1	1	< LOD	0.01
126	2/21/2012 13:35	1.15	mg / cm ^2	Okemah Armory	18	B	Wall		White	Intact	Concrete	Negative	1	1	< LOD	0.01
127	2/21/2012 13:35	1.14	mg / cm ^2	Okemah Armory	18	C	Wall		White	Intact	Concrete	Negative	1	1	< LOD	0.01
128	2/21/2012 13:35	0.77	mg / cm ^2	Okemah Armory	18	D	Wall		White	Intact	Concrete	Negative	1	1	< LOD	0.01
129	2/21/2012 13:36	0.77	mg / cm ^2	Okemah Armory	18	D	Wall	Support	Brown	Intact	Metal	Negative	1.82	1	< LOD	0.01
130	2/21/2012 13:37	0.77	mg / cm ^2	Okemah Armory	18	C	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.01
131	2/21/2012 13:37	0.77	mg / cm ^2	Okemah Armory	18	C	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.01
132	2/21/2012 13:38	1.15	mg / cm ^2	Okemah Armory	19	B	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.01
133	2/21/2012 13:40	78.53	cps												4.32	0
134	2/21/2012 13:42	0.77	mg / cm ^2	Okemah Armory	19	B	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.01
135	2/21/2012 13:43	1.15	mg / cm ^2	Okemah Armory	19	B	Wall		Beige	Fair	Metal	Negative	3.23	1	< LOD	0.01
136	2/21/2012 13:43	0.77	mg / cm ^2	Okemah Armory	19	A	Wall		Brown	Intact	Concrete	Negative	2.86	1	< LOD	0.01
137	2/21/2012 13:43	0.77	mg / cm ^2	Okemah Armory	19	B	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
138	2/21/2012 13:43	1.54	mg / cm ^2	Okemah Armory	19	C	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
139	2/21/2012 13:44	2.68	mg / cm ^2	Okemah Armory	19	D	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
140	2/21/2012 13:46	1.15	mg / cm ^2	Okemah Armory	20	A	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
141	2/21/2012 13:46	1.16	mg / cm ^2	Okemah Armory	20	B	Wall		Brown	Intact	Concrete	Negative	1	1	< LOD	0.01
142	2/21/2012 13:47	1.16	mg / cm ^2	Okemah Armory	20	C	Wall		Brown	Fair	Concrete	Negative	1	1	< LOD	0.01
143	2/21/2012 13:47	1.16	mg / cm ^2	Okemah Armory	20	D	Wall		Brown	Fair	Concrete	Negative	1	1	< LOD	0.01
144	2/21/2012 13:47	0.77	mg / cm ^2	Okemah Armory	20	D	Wall	Support	Brown	Intact	Metal	Negative	10	1	< LOD	0.01
145	2/21/2012 13:53	1.15	mg / cm ^2	Okemah Armory	20	A	BBall Hoop		Orange	Intact	Metal	Negative	1	1	< LOD	0.01
146	2/21/2012 13:59	1.52	mg / cm ^2	Okemah Armory	20		Ceiling	Crossmbr	Beige	Intact	Metal	Negative	1	1	< LOD	0.01
147	2/21/2012 14:00	1.92	mg / cm ^2	Okemah Armory	20		Ceiling	Beam	Beige	Intact	Metal	Negative	1.42	1	< LOD	0.01

Rd #	Time	Duration	Units	Site	Room	Side	Component	Feature	Color	Condition	Substrate	Results	Depth Index	Action Level	Lead (mg/cm ²)	Lead Error
148	2/21/2012 14:00	1.15	mg / cm ^2	Okemah Armory	20		Ceiling	Pipe	Beige	Intact	Metal	Negative	1	1	< LOD	0.01
149	2/21/2012 14:07	0.77	mg / cm ^2	Okemah Armory	21		Ceiling	Crossmbr	Beige	Intact	Metal	Negative	1	1	< LOD	0.01
150	2/21/2012 14:08	1.15	mg / cm ^2	Okemah Armory	21		Ceiling	Beam	Beige	Intact	Metal	Negative	1.81	1	< LOD	0.01
151	2/21/2012 14:09	0.77	mg / cm ^2	Okemah Armory	21 A	Wall			White	Intact	Concrete	Negative	1	1	< LOD	0.01
152	2/21/2012 14:09	1.16	mg / cm ^2	Okemah Armory	21 A	Wall			White	Intact	Concrete	Negative	1.3	1	< LOD	0.01
153	2/21/2012 14:09	0.76	mg / cm ^2	Okemah Armory	21 B	Wall			White	Intact	Concrete	Negative	1	1	< LOD	0.01
154	2/21/2012 14:10	0.77	mg / cm ^2	Okemah Armory	21 C	Wall			White	Intact	Concrete	Negative	1	1	< LOD	0.01
155	2/21/2012 14:10	1.15	mg / cm ^2	Okemah Armory	21 D	Wall			White	Intact	Concrete	Negative	1	1	< LOD	0.01
156	2/21/2012 14:11	1.54	mg / cm ^2	Okemah Armory	21 B	Door			Beige	Fair	Metal	Negative	1	1	< LOD	0.01
157	2/21/2012 14:11	1.15	mg / cm ^2	Okemah Armory	21 B	Door	Frame		Beige	Fair	Metal	Negative	1	1	< LOD	0.01
158	2/21/2012 14:11	1.14	mg / cm ^2	Okemah Armory	20 C	Door	Frame		Beige	Fair	Metal	Negative	1	1	< LOD	0.01
159	2/21/2012 14:12	1.15	mg / cm ^2	Okemah Armory	20 C	Door			Beige	Fair	Metal	Negative	1	1	< LOD	0.01
160	2/21/2012 14:12	0.77	mg / cm ^2	Okemah Armory	20 C	Garage Door			Beige	Fair	Metal	Negative	2.09	1	< LOD	0.01
161	2/21/2012 14:13	1.15	mg / cm ^2	Okemah Armory	22 D	Door			Beige	Fair	Metal	Negative	1	1	< LOD	0.01
162	2/21/2012 14:14	1.15	mg / cm ^2	Okemah Armory	22 D	Door	Frame		Beige	Fair	Metal	Negative	1	1	< LOD	0.01
163	2/21/2012 14:15	1.15	mg / cm ^2	Okemah Armory	22 A	Wall			White	Intact	Concrete	Negative	2.05	1	< LOD	0.01
164	2/21/2012 14:15	1.52	mg / cm ^2	Okemah Armory	22 B	Wall			White	Intact	Concrete	Negative	1.54	1	< LOD	0.01
165	2/21/2012 14:16	1.15	mg / cm ^2	Okemah Armory	22 C	Wall			White	Intact	Concrete	Negative	1	1	< LOD	0.01
166	2/21/2012 14:16	1.15	mg / cm ^2	Okemah Armory	22 D	Wall			White	Intact	Concrete	Negative	1	1	< LOD	0.01
167	2/21/2012 14:17	1.52	mg / cm ^2	Okemah Armory	22 D	Wall	Support		White	Intact	Metal	Negative	1.19	1	< LOD	0.01
168	2/21/2012 14:17	1.53	mg / cm ^2	Okemah Armory	22 D	Wall			Beige	Intact	Tile	Positive	1.84	1	9.1	2.7
169	2/21/2012 14:17	0.77	mg / cm ^2	Okemah Armory	22	Ceiling			Beige	Intact	Drywall	Negative	1	1	< LOD	0.01
170	2/21/2012 14:18	0.77	mg / cm ^2	Okemah Armory	23	Ceiling			Beige	Intact	Drywall	Negative	1	1	< LOD	0.01
171	2/21/2012 14:19	1.9	mg / cm ^2	Okemah Armory	22	Floor			Beige	Intact	Tile	Negative	1.04	1	< LOD	0.01
172	2/21/2012 14:21	2.68	mg / cm ^2	Okemah Armory	23	Floor			Beige	Intact	Tile	Negative	2.36	1	< LOD	0.01
173	2/21/2012 14:22	1.91	mg / cm ^2	Okemah Armory	23 A	Wall			Beige	Intact	Tile	Positive	1.71	1	7.3	1.8
174	2/21/2012 14:23	1.15	mg / cm ^2	Okemah Armory	23 A	Wall			White	Intact	Concrete	Negative	1.08	1	< LOD	0.01
175	2/21/2012 14:23	1.54	mg / cm ^2	Okemah Armory	23 B	Wall			White	Intact	Concrete	Negative	1.39	1	< LOD	0.01
176	2/21/2012 14:24	1.15	mg / cm ^2	Okemah Armory	23 C	Wall			White	Intact	Concrete	Negative	1	1	< LOD	0.01
177	2/21/2012 14:24	1.54	mg / cm ^2	Okemah Armory	23 D	Wall			White	Intact	Concrete	Negative	1.03	1	< LOD	0.01
178	2/21/2012 14:28	1.15	mg / cm ^2	Okemah Armory	Exterior	B	Wall	Downspout	Beige	Fair	Metal	Negative	1	1	< LOD	0.01
179	2/21/2012 14:30	1.15	mg / cm ^2	Okemah Armory	Exterior	C	Door	Frame	Beige	Fair	Metal	Negative	1	1	< LOD	0.01
180	2/21/2012 14:31	1.15	mg / cm ^2	Okemah Armory	Exterior	C	Door		Beige	Fair	Metal	Negative	1	1	< LOD	0.01
181	2/21/2012 14:31	1.15	mg / cm ^2	Okemah Armory	Exterior	C	Garage Door		White	Poor	Metal	Negative	1	1	< LOD	0.01
182	2/21/2012 14:31	1.15	mg / cm ^2	Okemah Armory	Exterior	C	Garage Door	Frame	Brown	Intact	Metal	Negative	1	1	< LOD	0.01
183	2/21/2012 14:34	1.15	mg / cm ^2	Okemah Armory	Annex	B	Wall	Beam	White	Fair	Metal	Negative	2.15	1	< LOD	0.01
184	2/21/2012 14:34	0.77	mg / cm ^2	Okemah Armory	Annex	B	Wall	Crossmbr	White	Fair	Metal	Negative	1.71	1	< LOD	0.01
185	2/21/2012 14:35	1.91	mg / cm ^2	Okemah Armory	Annex	B	Floor	Stripe	Yellow	Fair	Concrete	Negative	4.53	1	< LOD	0.01
186	2/21/2012 14:36	1.15	mg / cm ^2	Okemah Armory	Annex	B	Door	Frame	Brown	Fair	Metal	Negative	1	1	< LOD	0.01
187	2/21/2012 14:37	0.39	mg / cm ^2	Okemah Armory	Annex	B	Door		Brown	Poor	Metal	Null	4.79	1	< LOD	7.38
188	2/21/2012 14:37	1.54	mg / cm ^2	Okemah Armory	Annex	B	Door		Brown	Poor	Metal	Negative	1.45	1	< LOD	0.01
189	2/21/2012 14:38	1.16	mg / cm ^2	Okemah Armory	Annex Ext	A	Garage Door	Post	Yellow	Poor	Metal	Negative	1.79	1	< LOD	0.01
190	2/21/2012 14:43	1.54	mg / cm ^2	Okemah Armory	Annex Ext	D	Wall		Brown	Fair	Concrete	Negative	1.53	1	< LOD	0.01
191	2/21/2012 14:44	1.14	mg / cm ^2	Okemah Armory	Annex Ext	A	Wall	Pipe	Beige	Poor	Metal	Negative	1	1	< LOD	0.01
192	2/21/2012 14:45	3.82	mg / cm ^2	Okemah Armory	Exterior	B	Pk. Stripe		Yellow	Poor	Concrete	Positive	1.57	1	1.8	0.2
193	2/21/2012 14:45	20.75	mg / cm ^2	Okemah Armory			Calibrate					Positive	1.06	1		0.1
194	2/21/2012 14:49	20.75	mg / cm ^2	Okemah Armory			Calibrate					Positive	1.08	1		0.1
195	2/21/2012 14:49	21.1	mg / cm ^2	Okemah Armory			Calibrate					Negative	1.02	1	< LOD	0.01

APPENDIX B

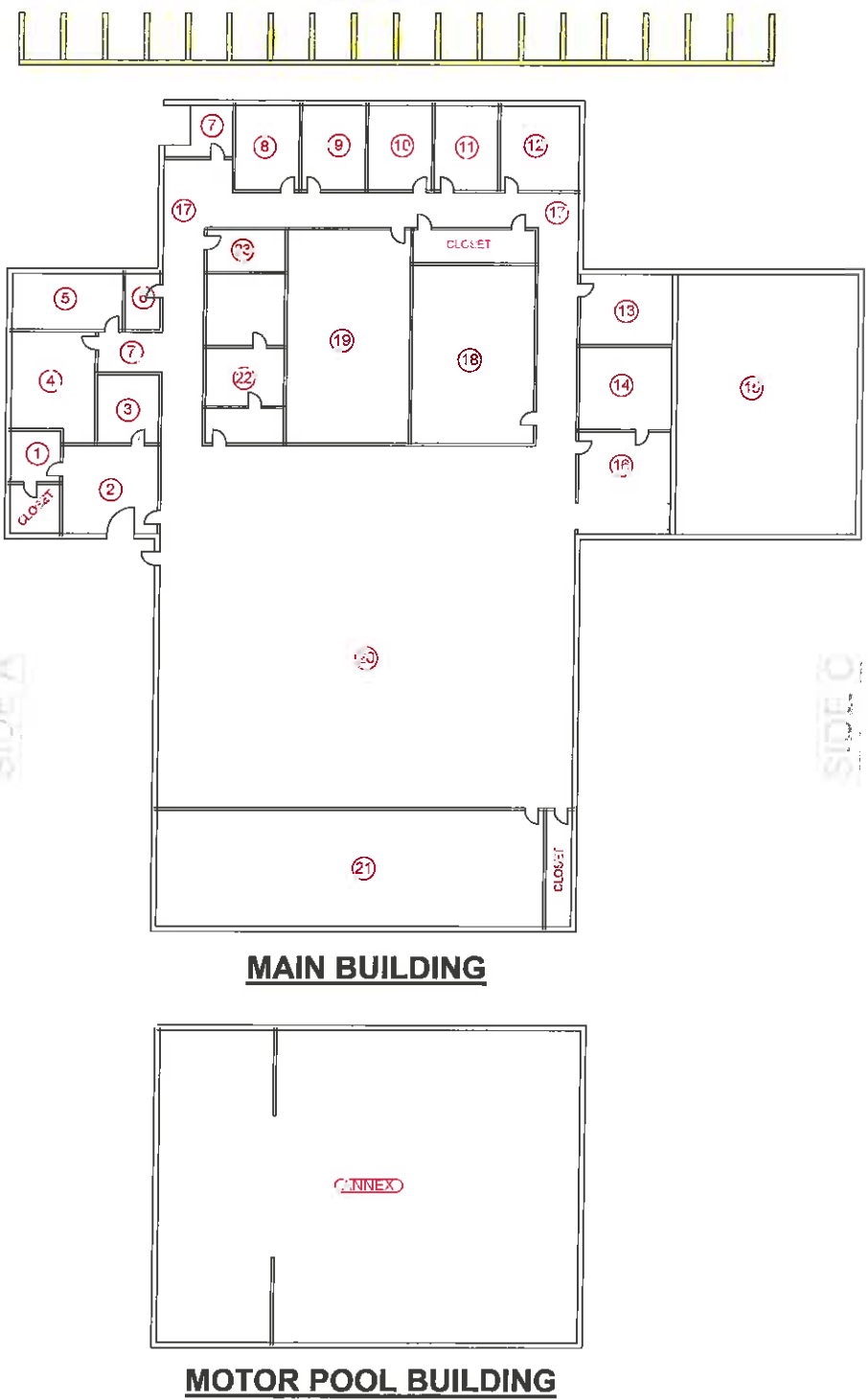


Former Okemah Armory



Reading 129, Exterior, Parking Stripes

APPENDIX C



① DENOTES ROOM NUMBERS DEVELOPED FOR SURVEY

LEGEND

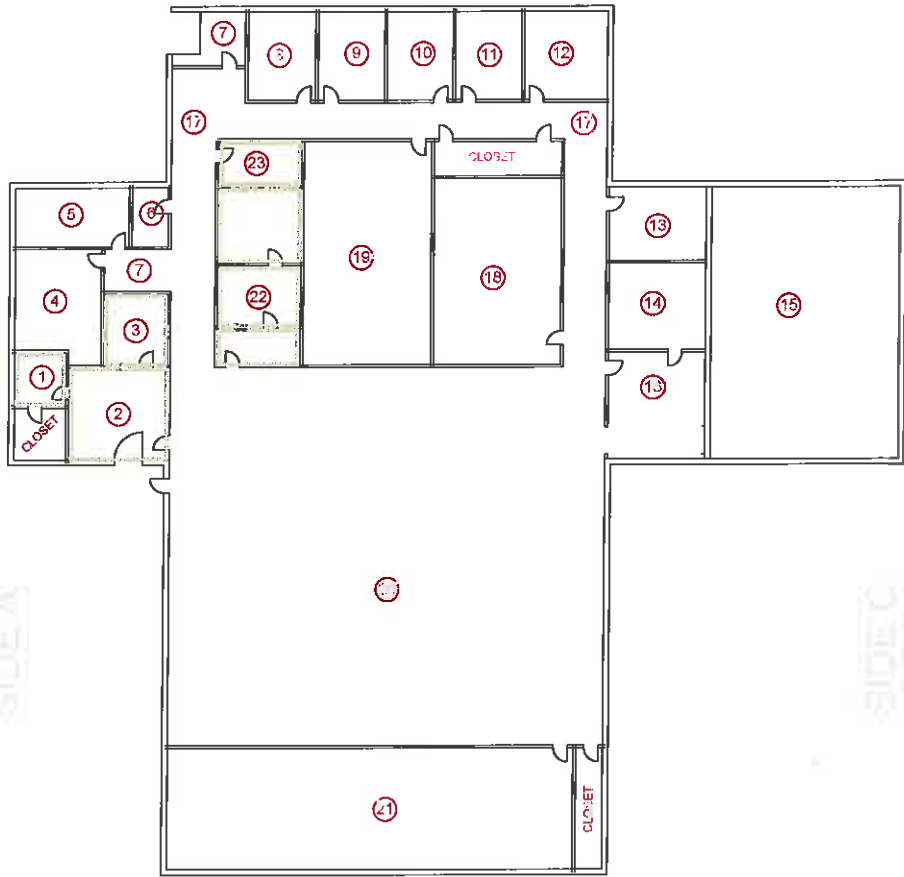
 Parking Lot Striping



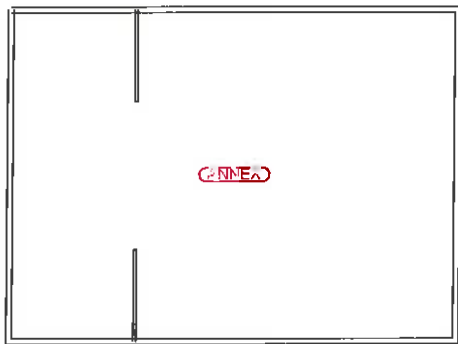
GMR
 & Associates, Inc.
 Engineering and Environmental Consultants

FIGURE 1: Miscellaneous Lead-Based Paint Locations

Former National Guard Armory
 302 S. Sertco Rd.
 Okemah, OK 74859



MAIN BUILDING



MOTOR POOL BUILDING

Ⓝ DENOTES ROOM NUMBERS DEVELOPED FOR SURVEY

GMR & Associates, Inc.
Engineering and Environmental Consultants

FIGURE 2: Lead-Containing Tile Locations



LEGEND

Lead-Containing Tile



Former National Guard Armory
302 S. Sartco Rd.
Okemah, OK 74859

APPENDIX D

Department of Environmental Quality

This is to Certify That

JASON LEE

has met the specifications of the Oklahoma Lead-Based Paint Management Act
and is certified as a Lead-Based Painter

INSPECTOR/RISK ASSESSOR

Certification #: OKRASR13451

This certificate is valid from the date of issuance and expires as prescribed by law.

Issued on: **4/1/2011**

Expires on: **3/31/2012**



Division Director
Air Quality Division



Environmental Programs Manager
Air Quality Division

Department of Environmental Quality

This is to Certify That

BASIN ENVIRONMENTAL

has met the specifications of the Oklahoma Lead-Based Paint Management Act
and is certified as a Lead-Based Paint

FIRM

Certification #: OKFIRM13434

This certificate is valid from the date of issuance and expires as prescribed by law.

Issued on: **4/1/2011**

Expires on: **3/31/2012**



Division Director
Air Quality Division





Environmental Programs Manager
Air Quality Division

APPENDIX E

Performance Characteristic Sheet

EFFECTIVE DATE: September 24, 2004

EDITION NO.: 1

MANUFACTURER AND MODEL:Make: *Niton LLC*Tested Model: *XLp 300*Source: ^{109}Cd

Note: This PCS is also applicable to the equivalent model variations indicated below, for the Lead-in-Paint K+L variable reading time mode, in the XLi and XLp series:

XLi 300A, XLi 301A, XLi 302A and XLi 303A.

XLp 300A, XLp 301A, XLp 302A and XLp 303A.

XLi 700A, XLi 701A, XLi 702A and XLi 703A.

XLp 700A, XLp 701A, XLp 702A, and XLp 703A.

Note: The XLi and XLp versions refer to the shape of the handle part of the instrument. The differences in the model numbers reflect other modes available, in addition to Lead-in-Paint modes. The manufacturer states that specifications for these instruments are identical for the source, detector, and detector electronics relative to the Lead-in-Paint mode.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Lead-in-Paint K+L variable reading time mode.

XRF CALIBRATION CHECK LIMITS:0.8 to 1.2 mg/cm² (inclusive)

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION:

For XRF results using Lead-in-Paint K+L variable reading time mode, substrate correction is not needed for:

Brick, Concrete, Drywall, Metal, Plaster, and Wood

INCONCLUSIVE RANGE OR THRESHOLD:

K+L MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted in August 2004 on 133 testing combinations. The instruments that were used to perform the testing had new sources; one instrument's was installed in November 2003 with 40 mCi initial strength, and the other's was installed June 2004 with 40 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

SUBSTRATE CORRECTION VALUE COMPUTATION:

Substrate correction is not needed for brick, concrete, drywall, metal, plaster or wood when using Lead-in-Paint K+L variable reading time mode, the normal operating mode for these instruments. If substrate correction is desired, refer to Chapter 7 of the HUD Guidelines for guidance on correcting XRF results for substrate bias.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use the K+L variable time mode readings.

Conduct XRF retesting at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

For the Lead-in-Paint K+L variable reading time mode, the instrument continues to read until it is moved away from the testing surface, terminated by the user, or the instrument software indicates the reading is complete. The following table provides testing time information for this testing mode. The times have been adjusted for source decay, normalized to the initial source strengths as noted above. Source strength and type of substrate will affect actual testing times. At the time of testing, the instruments had source strengths of 26.6 and 36.6 mCi.

Testing Times Using K+L Reading Mode (Seconds)						
Substrate	All Data			Median for laboratory-measured lead levels (mg/cm ²)		
	25 th Percentile	Median	75 th Percentile	Pb < 0.25	0.25 ≤ Pb < 1.0	1.0 ≤ Pb
Wood Drywall	4	11	19	11	15	11
Metal	4	12	18	9	12	14
Brick Concrete Plaster	8	16	22	15	18	16

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than or equal to the threshold, and negative if they are less than the threshold.

DOCUMENTATION:

A document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD.

This XRF Performance Characteristic Sheet was developed by the Midwest Research Institute (MRI) and QuanTech, Inc., under a contract between MRI and the XRF manufacturer. HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

APPENDIX F



Certificate of Calibration

Paint QC (Service)
 Document #: FRMD18
 Revision: A
 Revision Date: Sept. 19, 2008

Serial Number: 10713

Model: XLp703A

Software: 5.2D

Date of Q.C.: 4/14/2011

Resolution: 379.84

Escale: 4.07

Source: Cd-109

Inspector: JC

K+L Mode 20 Second readings each

Std	L	Lerr	K	Kerr	DI	L Status	K Status
1.0 Surface Wood-1	1.10	0.10	0.90	0.30	1.0	OK	OK
1.0 Surface Wood-2	1.00	0.10	0.90	0.30	1.1	OK	OK
1.0 Buried Wood-1	1.10	0.10	0.80	0.30	2.4	OK	OK
1.0 Buried Wood-2	1.10	0.10	0.80	0.30	2.3	OK	OK
Blank Wood-1	0.00	0.02	0.13	0.22	2.8	OK	OK
Blank Wood-2	0.01	0.02	0.04	0.22	1.0	OK	OK
3.5 Surface Wood-1	3.70	0.20	3.30	0.40	1.3	OK	OK
3.5 Surface Wood-1	3.60	0.20	3.20	0.40	1.3	OK	OK
0.3 Surface Concrete-1	0.30	0.03	0.10	0.37	1.0	OK	OK
0.3 Surface Concrete-2	0.29	0.03	0.21	0.38	1.0	OK	OK
Steel-1	0.00	0.02	0.07	0.34	1.0	OK	OK
Steel-2	0.00	0.02	0.10	0.35	1.0	OK	OK
Pure Pb-1	10.10	1.30	84.80	1.90	1.7	OK	OK
Pure Pb-2	10.10	1.30	86.30	1.90	1.8	OK	OK
1.0 Surface Drywall-1	1.00	0.10	1.10	0.30	1.1	OK	OK
1.0 Surface Drywall-2	1.00	0.10	0.90	0.30	1.0	OK	OK

STD Mode Readings

Std	Time	Result
Drywall-1	1.83	0.01 OK
Drywall-2	1.81	0.03 OK
French Plaster-1	1.22	0.01 OK
French Plaster-2	1.81	0.01 OK

This certificate is issued in accordance with Thermo Fisher Scientific factory specifications. The measurements were found to be within specification limits at the time of service and calibration.

Standards are traceable to National Institute of Standards & Technology (NIST) standards.

** - Not Certified

Signed:

Unit Serial Number: 10713 Model: XLp 703AW Software: 5.2D Date of Q.C.: 4/14/2011
Resolution: 388.02 Escalor: 4.07 Source: Cd-109 Inspector: JC

Run 1 reading per sample for 30 seconds

Elements that are in blue must be recorded

NA = Not Available

Elements not in blue need not be detected but record if they are

NIST HIGH 2710	Certified	Low	High	Measured	Err	
Mo	19	10	40	13.909	3.237	OK
Zr	NR			166.265	13.2	OK
Sr	330	260	380	313.754	12.839	OK
Rb	120	80	160	118.77	8.98	OK
Pb	5532	5400	5700	5567.199	101.251	OK
Se	NA	-50	50	5.048	12.279	OK
As	528	510	750	633.66	76.86	OK
Hg	32.6	0	50	25.4	22.7	OK
Zn	6952	6700	7250	7024.19	128.47	OK
Cu	2950	2700	3200	2848.41	100.63	OK
Ni	14.3	-50	150	24.23	65.18	OK
Co	10	-270	270	-99.05	176.316	OK
Fe	33800	31500	35500	33856.727	533.717	OK
Mn	10100	8500	11000	10206.4	418.0	OK
Cr	39	-100	120	56.51	309.327	OK

SR02 (Blank)	Certified	Low	High	Measured	Err	
Mo	0	-10	10	0.134	1.328	OK
Zr	0	-10	10	1.348	2.126	OK
Sr	<210	-10	210	0.184	1.365	OK
Rb	0	-200	210	-0.697	1.247	OK
Pb	0	-20	20	-6.976	5.559	OK
Se	0	-10	10	-8.635	3.081	OK
As	0	-10	10	-0.459	4.04	OK
Hg	0	-10	10	-2.999	6.81	OK
Zn	0	-20	20	-2.266	13.51	OK
Cu	0	-30	30	1.616	15.285	OK
Ni	0	-50	50	6.444	22.567	OK
Co	0	-50	50	-8.063	16.813	OK
Fe	0	-100	300	0.944	28.597	OK
Mn	0	-70	70	23.163	33.885	OK
Cr	0	-120	120	-37.354	64.583	OK

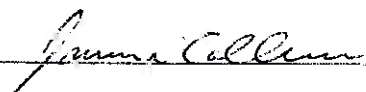
NIST LOW	Certified	Low	High	Measured	Err	
Mo	2	-10	10	2.488	2.301	OK
Zr	180	115	210	183.048	10.685	OK
Sr	231	180	300	206.751	6.748	OK
Rb	86	60	115	74.47	5.62	OK
Pb	18.0	0	35	5.703	8.122	OK
Se	1.57	-30	30	-4.06	6.11	OK
As	17.7	0	35	18.43	7.39	OK
Hg	1.4	-10	10	8.6	9.5	OK
Zn	106	50	160	77.12	21.28	OK
Cu	34.6	0	80	42.85	23.35	OK
Ni	86	25	150	96.41	45.22	OK
Co	13.4	-250	250	130.63	136.708	OK
Fe	35000	25000	35000	28601.057	399.967	OK
Mn	538	0	700	614.1	185.0	OK
Cr	130	50	300	191.195	173.878	OK

RCRA	Certified*	Low	High	Measured	Err	
Mo	NA					OK
Zr	NA					OK
Sr	NA					OK
Rb	NA					OK
Pb	300	250	350	469.947	34.443	OK
Se	500	400	600	515.261	22.438	OK
As	500	300	600	441.657	30.442	OK
Hg	NA					OK
Zn	NA					OK
Cu	NA					OK
Ni	NA					OK
Co	NA					OK
Fe	NA					OK
Mn	NA					OK
Cr	500	275	600	401.544	241.123	OK

This certificate is issued in accordance with Thermo Fisher Scientific factory specifications. The measurements were found to be within specification limits at the time of service and calibration.

Standards are traceable to National Institute of Standards & Technology (NIST) standards
* - Not Certified

Signed:



Unit #: 10713 Model: XLp 703A Date: 4/15/2011 Software: 5.2D-Dual
 Res: 383.7 Escale: 4.07 Source: Cd-109 Inspector: JC

Thin Film QC Sheet (1 reading at 30 seconds each sample)

Element:	Cert:	Read:	Error	OK?
Pb	51.7	54.47	2.74	OK
As	24.6	24.7	0.92	OK
Ni	40.4	42.72	2.21	OK
Cr	42.6	44.49	3.69	OK

37mm QC Readings (3 readings at 30 seconds each)

Element:	Cert:	Read:	Error	OK?
Pb	42	39.79	9.05	OK

Dust Wipe QC Readings (Pb only) (4 readings at 30 seconds each)

Wipe Type:	Cert:	Read:	Error	OK?
Blank:	N/A	0.91	1.61	OK
Dust Low:	34-51	43.12	10.1	OK
Dust High:	356-534	480.8	38.5	OK

This certificate is issued in accordance with Thermo Fisher Scientific factory specifications.
 The measurements were found to be within specification limits at the time of manufacture and calibration.

** - Not Certified

Signed:



SCOPES OF WORK



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department**

**CAP Project No. 13087
Okemah Armory Lead and Asbestos Remediation
Okemah, Oklahoma**

Oklahoma Department of Environmental Quality

Construction & Properties Department

Project Manager: Rebekah Richardson

Will Rogers Building
2401 N. Lincoln, Suite 106
Oklahoma City, OK. 73105-4402

or

P.O. Box 53448
Oklahoma City, OK. 73152-3448
405-522-0050 Tel.
405-521-3789 Fax

Rebekah.Richardson@omes.ok.gov

Consultant

Consultant Not Required



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

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**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Project Forms List

Solicitation For Bids	DCAM/CAP Form A401
Checklist For Bidders	DCAM/CAP Form Checklist
Bid Form Including Bid Affidavits	DCAM/CAP Form A100
Instruction To Bidders	DCAM/CAP Form A107
General Conditions For Construction Contracts	DCAM/CAP Form A201
Standard Form Of Agreement And Non-Collusion Affidavit	DCAM/CAP Form A101
Performance Bond*	DCAM/CAP Form A312A
Payment Bond*	DCAM/CAP Form A312B
Statutory Defect Bond*	DCAM/CAP Form A312C
Change Order*	DCAM/CAP Form G701
Application Checklist	DCAM/CAP Form A140
Invoice Affidavit For Construction*	DCAM/CAP Form G109
Invoice Affidavit For Certificate Of Payment*	DCAM/CAP Form G109A
Certificate Of Substantial Completion*	DCAM/CAP Form A113
Certificate Of Contract Completion*	DCAM/CAP Form A106
Affidavit For Final Payment*	DCAM/CAP Form A110

**Electronic forms are available on the DCAM/CAP website at www.ok.gov/DCS/Construction_& Properties*



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Solicitation For Bids
(Bid Notice)

Sealed bids will be received by the Division of Capital Assets Management, Construction and Properties Department, Will Rogers Building, 2401 Lincoln Blvd, Suite 106, Oklahoma City, OK 73105, or by mail at P.O. Box 53448, Oklahoma City, OK 73152-3448, up to and including the time and date indicated below. The bids will be opened and read aloud after the time indicated.

Copies of the plans and bid documents may be obtained from the DCAM/CAP website at <http://www.ok.gov/DCS/Construction & Properties>. Copies of the bid documents are on file at the Construction and Properties office and are available for public inspection.

- CAP Project Number: 13087
- Project Name: Okemah Armory Lead and Asbestos Remediation
- Project Location: Okemah Oklahoma – 302 South Sertco Rd. 74859
- Cost Estimate: \$50,000.00
- Using Agency: Oklahoma Department of Environmental Quality
- Bid Documents Available: September 24, 2012, Fee For Bid Documents: See Website

■ **Pre-Bid Conference:** Mandatory, Refer to "Instructions To Bidders" in Project Manual. In case of adverse weather conditions, please call 405-521-2112 prior to Pre-bid Conference.

■ **Date and Time:** October 4, 2012 11:00 A.M.

■ **Location:** 302 South Sertco Rd. Okemah, OK 74859

■ **Bid Opening:**

■ **Date and Time:** October 16, 2012 at 2:00 P.M.

■ **Location:** Will Rogers Building
 2401 N Lincoln Blvd, Suite 102/104 OKC, OK 73102

■ **Mailing Address:** P.O. Box 53448, OKC, OK 73152-3448

■ **Contact Person(s) For Questions:** ODEQ: Dustin Davidson – 405-702-5115
 DCAM: Rebekah Richardson – 405-522-0050

Specialized Qualification Requirements

(Refer Project Manual)

- None
- General Contractor
- Mechanical Contractor
- Plumbing Contractor
- Electrical Contractor
- Masonry Contractor
- Painting Contractor
- Roofing Contractor
- Fire Protection Contractor
- Paving Contractor
- Elevator Contractor
- _____

Bid Bond:

If the bid exceeds \$50,000, a cashier's check, a certified check or surety bid bond in the amount of five percent (5%) of the total bid shall accompany the sealed bid of each bidder. Security checks will be returned to all but the three lowest bidders after the bid opening. The three lowest bid securities will be retained until the contract is awarded.

Or

A cashier's check, a certified check or surety bid bond in the amount of \$0.00 shall accompany the sealed bid of each bidder. Security checks will be returned to all but the three lowest bidders after the bid opening. The three lowest bid securities will be retained until the contract is awarded.

NOTE:

Bidding Documents – Bidders shall use complete sets of Bidding Documents obtained from the source indicated in the Solicitation for Bids. Neither the Owner nor the Consultant assumes any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Bidding Documents.

Bid Forms – Only bid forms from the DCAM/CAP Project Manual shall be used for bid submissions.

Addenda – Notifications of Addenda will be emailed or faxed to all who are known by the Construction and Properties Department (CAP) to have received a complete set of Bidding Documents from Plan Express, CAP's Online Plan Room, accessible through the CAP web site.

Plan Holder List – In order to be placed on the Plan Holder List for a CAP Project and automatically receive Notifications of Addenda the vendor must have purchased Bidding Documents from Plan Express, CAP's Online Plan Room, accessible through the CAP web site.



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Checklist For Bidders

Check your bid documents for each of the items listed below prior to submitting your bid.
Omission of any item could invalidate your bid.

- 1. List your company name, address, telephone number, and Tax ID/FEI number on the bid form where indicated.
- 2. Compete and sign the bid affidavit and have it notarized. If any of the questions on the affidavit do not apply to you, enter "NONE" in the blank.
- 3. Fill in all blanks on the bid forms, including acknowledgment of addenda, base or total bid price, all alternate or unit prices. Use words and numbers where required.
- 4. Attach proper bid security as required by the Bid Documents. (Required if bid is more than \$50,000). Bid Bonds must contain original signatures and have a "Power of Attorney" attached. Copies of Bid Bonds are not acceptable. Checks must be either a certified or a cashier's check. If an Irrevocable Bid Letter of Credit is used, it must be complete and on the form provided by the Department.
- 5. Check the Division of Capital Assets Management, Construction and Properties Department's website at <http://www.ok.gov/DCS/Construction & Properties/CAP Bids & Drawings> at least 24 hours in advance of the bid closing to verify that you have received all of the addenda, which have been issued.
- 6. Double check all bid prices to ensure each price listed is correct.
- 7. Include all documentation, certifications, or other special submittals required by the specifications.
- 8. Place the following information on the outside of the envelope containing the bid.
 - DCAM Project Number:
 - DCAM Project Name:
- 9. During inclement weather seasons, contact the Construction and Properties Department prior to bid opening to verify possible time delays or postponements.



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Bid Form

To: Office of Management and Enterprise Services
 Division of Capital Assets Management
 Construction and Properties Department
 P. O. Box 53448
 Oklahoma City, Oklahoma 73152-3448

From:

 Firm Name

 Address

 City/State/Zip

 Telephone No.

 FEI No.

1. The undersigned, being familiar with the local conditions affecting the cost of the work, and with the Contract Documents, including the Solicitation for Bids Notice, General Conditions, Special Conditions for Construction Contracts, Specifications, Plans and Addendum Number(s) _____, _____, _____, _____, _____, _____, _____, _____ on file in the Division of Capital Assets Management, Construction and Properties Department, Will Rogers Building, 2401 N. Lincoln Blvd. Suite 106, Oklahoma City, Oklahoma 73105-4402, and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials and equipment necessary for the following, in accordance with the plans and specifications for CAP Project Number **13087**, for the sums listed.
2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date of closing of same. Work is to start within ten (10) days after receipt of WORK ORDER.
3. If the bid exceeds \$50,000, it shall be accompanied by a certified check or a cashier's check made payable to the State of Oklahoma, or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents) which is submitted as bid security, conditioned upon the Bidder's entering into a contract with the State of Oklahoma in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.
4. We propose to complete this work within **30** days from the date of receipt of the WORK ORDER.

5. BIDS:

Base Bid "A": Provide all labor, material and equipment for the complete lead and asbestos remediation for the Okemah Armory as per specifications.

_____ Dollars
\$ _____ (Numbers)

6. UNIT PRICES FOR CONCEALED OR UNKNOWN CONDITIONS:

- A. Refer General Conditions, Paragraph 4.3.6 "Claims for Concealed or Unknown Conditions"
- B. Unit Prices shall be submitted by the bidder for the purpose of establishing sums to be added to or deducted from the Contract due to concealed or unknown conditions. Unit prices shall cover the cost of materials in place including labor required, demolition, equipment, incidentals and services, overhead and profit required to render the same completed.
- C. Unit Prices shall be within a competitive range of the current market value. The Owner shall be the sole judge of the competitive range determination.
- D. Unit Prices are not a consideration for award of the Contract.
- E. A CAP Form "Change Order shall be submitted, approved and executed before any work using unit prices is started.

Dollars/Square Yard, \$ _____ Application of construction grout over embedded lead.

7. The Bidder certifies that:

They are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices.

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

They are in compliance with the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Bid Affidavits

In accordance with 61 O.S. § 108 and § 115, a sworn statement shall accompany any competitive bid submitted for a public construction contract.

STATE OF OKLAHOMA)
COUNTY OF _____) ss
Project Name: _____
CAP Project No.: _____

NON-COLLUSION STATEMENT

- A. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that
1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
c. 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.
B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

BUSINESS RELATIONSHIPS STATEMENT

- 1. I further certify that the nature of any partnership, joint venture or other business relationships presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party of the project is:
(if none, so state)
2. 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:
(if none, so state)
3. And that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are:
(if none of the business relationships herein above mentioned exist, then a statement to that effect.)

If awarded a contract, the bidder affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

Printed Name and Title

Signature of Bidder

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

by _____

Notary Public

My Commission Expires _____



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Instructions To Bidders

1.0 DEFINITIONS

1.1 The **Department** is the Construction and Properties Department of the Office of Management and Enterprise Services, Division of Capital Assets Management.

1.2 **Bidding Documents** include the Solicitation for Bids, these Instructions for Bidders, the bid forms, other sample bidding and contract forms, and the proposed contract documents including any Addenda issued prior to the receipt of Bids.

1.3 **Addenda** are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A **Bid** is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents as the Base Bid, to which work may be added or from which work may be deleted for sums stated in the Alternate Bids.

1.6 An **Alternate Bid** (or **Alternate**) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

1.7 The **Consultant** is the Licensed Architect, Licensed Landscape Architect, Registered Professional Engineer, or Registered Land Surveyor under contract to the State of Oklahoma for the purpose of designing and monitoring the construction of the project.

1.8 A **Unit Price** is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bid Documents or in the proposed contract documents.

1.9 A **Bidder** is a person or entity that submits a Bid.

1.10 The **Owner** is the State of Oklahoma represented by the Office of Management and Enterprise Services, Division of Capital Assets Management, Construction and Properties Department.

2.0 PRE-BID CONFERENCE

2.1 The Solicitation for Bids will indicate the date, time and place for a pre-bid conference if one is to be held.

2.2 In some instances, a **mandatory pre-bid conference** will be announced. In such instances, each prospective Bidder must be present at the meeting or

represented by a full-time company employee or an independent contractor authorized to represent the company. Failure to comply will disqualify that Bidder. Attendees are expected to arrive on time and must sign in no later than fifteen minutes after the scheduled meeting time. Exceptions to the sign-in requirement may be granted by the CAP Project Manager for unusual conditions such as adverse weather, complicated directions to site or other unforeseen conditions. The CAP Project Manager has sole discretion in determining exceptions. In adverse weather conditions, contact the Department to verify conference schedule.

2.3 **Verbal communications at any pre-bid meeting are non-binding. All clarifications, revisions or changes to the bidding documents will be included in written addenda and issued to each plan holder registered with the Construction and Properties Department.**

3.0 BIDDER'S REPRESENTATIONS AND PREQUALIFICATION

3.1 Each Bidder, by making a Bid, represents that:

3.2 The bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

3.3 The bidder has visited the site, is familiar with the local conditions under which the work is to be performed and has correlated observations with the requirements of the proposed contract documents.

3.4 The submitted Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

3.5 **Pre-qualification of Bidders and Special Requirements.** The Solicitation For Bids (Bid Notice) indicates the General Contractors, Sub-Contractors, and Material Suppliers that require pre-qualification in order to bid on the project. When designated on the Solicitation for Bids (Bid Notice), the General Contractors, Sub-Contractors, and Material Suppliers shall submit a completed **DCAM/CAP Form A305B**, describing required specialized experience, for approval to the Construction & Properties Department, fourteen (14) calendar days prior to the Bid Date. Printed and electronic forms are available on request from the Department or on the internet at www.ok.gov/DCS/Construction_&_Properties

4.0 BIDDING DOCUMENTS

4.1 Copies

4.1.1 Bidders may obtain complete sets of the Bidding Documents from the Construction and Properties website designated in the Solicitation for Bids at the stated price, if any.

- 4.1.2 Bidding Documents for work identified in the Solicitation for Bids as limited to General Contractors will be issued only to Bidders intending to bid as General Contractors.
- 4.1.3 Bidders shall use complete sets of Bidding Documents obtained from the source indicated in the Solicitation for Bids. Neither the Owner nor the Consultant assumes any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Bidding Documents.
- 4.1.4 The Owner, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.
- 4.2 Interpretation or correction of Bidding Documents:
- 4.2.1 Bidders shall promptly notify the Consultant or the Department of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 4.2.2 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
- 4.3 Substitutions
- 4.3.1 When name brands are used to describe materials, products, or equipment, the name brands are used only to establish a standard of required function, dimension, appearance and quality to be met by any properly proposed substitution.
- 4.3.2 No substitutions for bidding will be considered unless written request for approval has been received by the Consultant at least ten (10) calendar days prior to the date for receipt of Bids, if not otherwise stated in the Bidding Documents. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in any other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Consultant's decision of approval or disapproval of a proposed substitute shall be final.
- 4.3.3 If the Consultant approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 4.3.4 No substitutions will be considered after the contract award unless specifically provided in the contract documents.
- 4.3.5 When roofing is required as a portion of the Work, or as the total extent of the Work, only Manufacturers, their Certified Applicators, and Products approved through the State of Oklahoma Roof Warranty Program are acceptable.
- 4.4 Addenda
- 4.4.1 Addenda will be mailed, sent electronically, or delivered to all who are known by the Department to have received a complete set of Bidding Documents from the Department. In order to automatically receive notification of addenda, the vendor must have purchased Bidding Documents through the CAP website.
- 4.4.2 Copies of the Addenda will be made available for inspection at the Department.
- 4.4.3 No Addenda will be issued later than seven (7) calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- 4.4.4 Each Bidder shall ascertain prior to submitting his Bid that all Addenda were received, and acknowledge their receipt on Bid Form.
- 5.0 BIDDING PROCEDURE
- 5.1 Form and style of Bids
- 5.1.1 Bids shall be submitted on forms supplied with the Bidding Documents obtained from the Department.
- 5.1.2 Bidders shall fill in all blanks on the bid forms including all Bids, Addenda issued, Alternates and Unit Prices
- 5.1.3 Where so indicated by the wording of the bid form, sums shall be expressed in both words and figures, and in case of a discrepancy between the two, the amount written in words shall govern.
- 5.1.4 Interlineation, alteration or erasure of the printed bid form by the Bidder is not permitted unless required by Addendum or specifications. Any required interlineation, alteration or erasure of entries must be initialed by the signer of the Bid.
- 5.1.5 All requested Alternates shall be bid. If no change to the Base Bid is required, enter "No Change". Failure to bid all Alternates may disqualify the Bid.
- 5.1.6 Where two or more Bids for designated portions of the work have been requested, the Bidder may, without forfeiture of the bid security, state the refusal to accept an award of less than the combination of Bids the Bidder stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.
- 5.1.7 Each copy of the Bid shall include the legal name of the Bidder and be signed by the person legally authorized to bind the Bidder to a contract.
- 5.2 Bid security
- 5.2.1 Each Bid must be accompanied by a certified or cashier's check, or bid bond in an amount equal to

- five percent (5%) of the total amount of the Bid and all Alternates as a guarantee that, if awarded the contract, the Bidder will execute the contract and furnish bonds and insurance as required in Sections 6. and 7 of these instructions. An Irrevocable Bid Letter of Credit used as bid security must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on a form obtained from the Department. The State reserves the right to hold the bid security of the three (3) lowest Bidders until the successful Bidder has executed the contract and furnished the required bonds and proof of insurance. No bid security is required if the total of the Base Bid and Alternates is Fifty Thousand Dollars (\$50,000.00) or less.
- 5.2.2** Failure of the successful Bidder to enter into a contract within the time specified in 5.2.3 of these instructions shall result in forfeiture to the Division of Capital Assets Management of the cost of republication of Notice to Bidders, all actual expenses incurred by reason of the Bidder's default and the difference between the low Bid of the defaulting Bidder and the amount of the bid of the Bidder to whom the contract is subsequently awarded, but not to exceed the amount of said check or bond..
- 5.2.3** An extension of sixty (60) days may be given to the normal twenty (20) days permitted Bidders to return their contracts when the Bidder is having difficulty obtaining bonds. The extension may be granted by the Department only upon written request from the Bidder.
- 5.2.4** Bid security for non-binding, non-encumbered contracts where no estimated quantities for Unit Prices are given will be stated in the Bidding Documents. If the required bid security is not stated in the Bidding Documents, then Bidders should provide bid security in the amount of five percent (5%) of the bid.
- 5.3** Submission of Bids
- 5.3.1** All of the copies of the Bid, the bid security, if any, and any other documentation required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope. The Bid shall be addressed to and delivered to the Division of Capital Assets Management, Construction and Properties Department, Will Rogers Building, 2401 N. Lincoln Blvd. Suite 106, Oklahoma City, Oklahoma 73105-4402 or mailed to P.O. Box 53448, Oklahoma City, OK. 73152-3448. Place on the outside of the envelope the name of the Bidder, the project CAP Number, the words "Sealed Bid" and the date set for opening.
- 5.3.2** The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 5.3.3** Bids received more than ninety-six (96) hours before, excluding weekends and holidays, as well as Bids received after the time set for opening of Bids, will not be considered and will be returned unopened to the Bidder.
- 5.3.4** Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.
- 5.4** Modification, withdrawal or cancellation of Bids
- 5.4.1** A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
- 5.4.2** Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are in complete conformance with these instructions to Bidders.
- 5.4.3** Bidders may withdraw, change and resubmit their Bids by appearing in person prior to the time set for the closing of the Bid period. Upon presenting proper picture identification to the Administrator or an authorized representative, the sealed Bid will be returned to the Bidder. A new or changed sealed Bid will be accepted until the time designated for the closing of the Bid period.
- 5.4.4** Bid security, if any is required, shall be in an amount of five percent (5%) of the Bid as modified.
- 6.0** CONSIDERATION OF BIDS
- 6.1** Bids will be opened publicly immediately after the time set for receipt of Bids at 2401 N. Lincoln Boulevard, Suite 102/104, Oklahoma City, Oklahoma. The Bids will be read aloud and an abstract of the Base Bids and Alternates or Unit Prices, if any, will be recorded. Bidders may receive a copy of the abstract if they include a self addressed, stamped envelope with their Bid or may pick up a copy of the abstract at the Department.
- 6.2** Rejection of Bids
- 6.2.1** The State has the right to reject any or all Bids and to reject a Bid not accompanied by any required bid security, or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.
- 6.2.2** The State will reject any Bid that is not signed by the authorized representative of the Bidder or does not contain the affidavit included in the Bidding Documents. The affidavit must be properly signed by the Bidder, notarized and stamped by a Notary Public.
- 6.2.3** The Owner may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid; or, if it is so unbalanced as to be tantamount to allowing an advance payment.
- 6.3** Award of contract

- 6.3.1** It is the intent of the State to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The State shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment is in the State's best interest.
- 6.3.2** The State shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.
- 6.3.3** Time is of the essence in all State work.
- 7.0 SURETY BONDS**
- 7.1 Bond requirements**
- 7.1.1** All bonds are for the full value of the contract and shall be issued by a surety company authorized by the Oklahoma Insurance Department to do business in the State of Oklahoma and approved by the Department.
- 7.1.2** A bond is required for all contracts with a value exceeding Fifty Thousand Dollars (\$50,000.00) that includes coverage for (1) Performance - to insure the completion of the work in accordance with the contract documents in the time stipulated; (2) Defect - to provide for defects in construction or materials for a period of one (1) year from the date of acceptance of the completed work; and (3) Payment - to assure the State is protected from the action of subcontractors, suppliers and employees for unpaid debts of the contractor.
- 7.1.3** All bonds must be on the forms prescribed and issued by the Department to the successful Bidders with the contract.
- 7.1.4** Irrevocable Letters of Credit may be used as a substitute for the bonds required in 7.1.2 of these instructions. The letters of credit must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on forms obtained from the Department.
- 8.0 INSURANCE REQUIREMENTS**
- 8.1** The contractor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S., §1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.
- 8.2** General and Automobile Liability insurance in the amount of not less than \$100,000/\$300,000, and Builder's Risk insurance of not less than \$50,000/\$100,000 shall be carried by the contractor during the life of the contract. Certificates of such coverage must be returned with the contract.
- 8.3** Builder's Risk insurance is required to be provided by the Contractor.
- 9.0 FORM OF CONTRACT AGREEMENT**
- 9.1** A sample of the contract form to be used as the agreement between the State and the successful Bidder is found in the Bidding Documents. No substitution, change, alteration or inter-lineation of the form by the Bidder is permitted.
- 10.0 LABOR**
- 10.1** The Contractor shall comply with all State and Federal Laws in the employment and payment of labor.
- 11.0 DOCUMENTS FOR CONSTRUCTION**
- 11.1** All additional sets of plans and specifications will be the responsibility of the Contractor.
- END OF INSTRUCTIONS FOR BIDDER**



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

**General Conditions For
Construction Contracts**

The Contract, DCAM/CAP Form A101, and the General Conditions, DCAM/CAP Form A201, take precedence over all other Contract Documents including but not limited to the Drawings and Specifications. This Document has important legal consequences. Consultation with an attorney is encouraged.

TABLE OF ARTICLES

1. **General Provisions**
2. **Owner**
3. **Contractor**
4. **Administration of the Contract**
5. **Subcontractors**
6. **Construction by Owner or by Separate Contractors**
7. **Changes in the Work**
8. **Time**
9. **Payments and Completion**
10. **Protection of Persons and Property**
11. **Insurance and Bonds**
12. **Uncovering and Correction of Work**
13. **Miscellaneous Provisions**
14. **Termination or Suspension of the Contract**
15. **Americans With Disabilities Act**

1. GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1. THE CONTRACT DOCUMENTS

The Contract Documents consist of the agreement between the Owner and the Contractor (hereinafter called the Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications normally contained in a booklet entitled "Project Manual" along with the conditions of the Contract, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Change Orders issued after execution of the Contract. A Change Order is a modification of the Contract signed by both parties.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties thereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract shall be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Consultant and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor. The Consultant shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Consultant's duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate Contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, and includes plans, elevations, sections, details, schedules, diagrams and drawing notes.

1.1.6 THE SPECIFICATIONS

The Specifications are located in the Project Manual and are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services. Where there is a discrepancy between the Drawings and the Specifications, the Specifications will take precedence. Such discrepancies must be brought to the attention of the Consultant and the Owner before execution of any work related to the discrepancies.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Contract.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 OWNERSHIP AND USE OF DRAWINGS SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 The Drawings, Specifications and other documents prepared by the Consultant are the property of the State of Oklahoma. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Consultant. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents appropriate to and for use in the execution of their Work under the Contract Documents.

1.3.2 The Contractor shall provide all copies of the Drawings and Project Manuals required to complete the Work. The Owner will provide an electronic copy of the documents to the reproduction company for printing purposes.

1.4 CAPITALIZATION

1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined or (2) the titles

of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document.

1.5 INTERPRETATION

1.5.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

2. OWNER**2.1 DEFINITION**

2.1.1 The Owner is the State of Oklahoma acting through the Office of Management and Enterprise Services, Division of Capital Assets Management Construction and Properties Department, usually acting on behalf of another State Agency, Commission or Department and is referred to throughout the Contract Documents as if singular in number. The Using Agency shall pay all project related costs including but not limited to work related to unknown site conditions, remediation of discovered environmental conditions, legal expenses, judgments and any reasonable project related expense. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.1-3.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such payments, the Contractor shall pay the difference to the Owner.

2.4 OWNER'S RIGHT TO REJECT WORK

2.4.1 The Owner shall have the authority to reject Work which does not conform to the Contract Documents.

2.5 OWNER'S RIGHT TO APPROVE PAYMENT APPLICATIONS

2.5.1 The Owner shall have the right to review, evaluate and approve or reject Applications for Payment and Certificates for Payment.

3. CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Consultant or Owner any errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Consultant or Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Consultant at once.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when Bids are received, whether or not yet effective or merely scheduled to go into effect.

3.6.2 The State of Oklahoma is not sales tax exempt.

3.6.3 This project is not sales tax exempt.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits, fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when Bids are received. Building permits from local municipalities are not required for Work on State owned lands except where the Work requires connection to utilities owned by the local municipality.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Consultant and Owner in writing, and necessary changes shall be accomplished by appropriate Change Order.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

.1 materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work.

.2 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.

.3 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

.4 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Contractor shall submit the name and experience qualifications of the proposed superintendents to the Owner for approval. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 Prior to the Work Order or Notice to Proceed being issued, the Contractor shall prepare and submit for the Owner's and Consultant's information a "90 Day Construction Schedule" which shall be used to monitor the progress of the Work during the first ninety (90) calendar days of the Contract. During this ninety day period, the Contractor shall prepare and submit the "Construction Schedule" for the entire project, including the "90 day Project Schedule", which

shall be used to monitor the remainder of the Work. The overall duration of the "Construction Schedule" shall coincide with and shall not exceed the time limits specified in the Contract Documents. During construction, if the progress of the Work does not meet the "Construction Schedule" the Contractor shall revise and resubmit the schedule for the delayed activities within 21 days of any delayed activity. Resubmitted schedules shall indicate the revised times for each activity and shall not exceed the time limits specified in the Contract Documents and any approved Change Orders. Failure to resubmit the delayed activity or maintain a current "Construction Schedule" shall be considered a breach of the Contract.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Consultant.

3.10.4 Failure of the Contractor to construct the Work in accordance with the "90 Day Construction Schedule" or the "Construction Schedule" shall be considered a substantial breach of the Contract Documents and the Owner may terminate the Contract in accordance with Section 14.2. All "Float" time in the "Construction Schedule" shall be available to the Owner for the Owner's use.

3.10.5 The Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittals which is coordinated with the Contractor's "Construction Schedule" and allows the Consultant reasonable time to review submittals.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Contract Documents, in good order and marked currently to record changes and selections made during construction and, in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the Owner upon completion of the Work.

3.11.2 Additionally, the Contractor shall maintain at the site the Drawings that have been stamped and approved by the State Fire Marshal. This approved set of Drawings is only for the use of the State Fire Marshal's office.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their

submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Consultant is subject to the limitations of Subparagraph 4.2.7.

3.12.5 The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.12.6 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Consultant. Such Work shall be in accordance with approved submittals.

3.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.8 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals.

3.12.10 Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate Contractor except with written consent of the Owner and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project site, all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Consultant access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Consultant harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Consultant, Consultant's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workmen's compensation acts.

4. ADMINISTRATION OF THE CONTRACT

4.1 CONSULTANT

4.1.1 The Consultant is the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Consultant" means the Consultant or the Consultant's authorized representative. The Consultant on a Project may be an employee of the State of Oklahoma or may be from the private sector.

4.1.2 Duties, responsibilities and limitations of authority of the Consultant as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Consultant. Consent shall not be unreasonably withheld.

4.1.3 In case of termination of employment of the Consultant, the Owner shall appoint a Consultant against whom the Contractor makes no reasonable objection and whose status under the Contract Documents shall be that of the former Consultant.

4.2 CONSULTANT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Consultant will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Consultant will advise and consult with the Owner. The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

4.2.2 The Consultant and sub-consultants will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Consultant will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of onsite observations as an Architect or Engineer, the Consultant will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

4.2.3 The Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in

Paragraph 3.3. The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Consultant. Communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5 Based on the Consultant's observations and evaluations of the Contractor's Applications for Payment, the Consultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3 whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 The Consultant will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 When modifications to the Contract or Contract Documents are being requested, the Contractor shall prepare and submit CAP Form G701 "Change Order" to the Consultant. If approved by the Consultant, the "Change

Order" shall be forwarded to the Using Agency and the State Construction Administrator for review and approval. The State Construction Administrator will forward the approved Change Order to the Consultant and Contractor. The Work described in the approved Change Order may be started by the Contractor upon receipt of the approved "Change Order".

4.2.9 The Consultant will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.10 If the Owner and Consultant agree, the Consultant will provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Consultant will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Consultant's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 15 days after written request is made for them.

4.2.12 Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by submitting a CAP Form G701 "Change Order".

4.3.2 Decision of Consultant. Claims, including those alleging an error or omission by the Consultant, shall be referred initially to the Consultant for action as provided in Paragraph 4.4. A decision by the Consultant, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to consideration by the Owner.

4.3.3 Time Limits on Claims. Claims must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim, including protest, unless otherwise agreed in writing the Contractor shall proceed diligently with

performance of the Contract and the Owner shall continue to make monthly progress payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the Contractor shall be given to the Consultant and Owner promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The failure by the Contractor to give such written notice of the discovered concealed or unknown condition prior to executing any additional Work shall constitute a waiver of any claim for additional compensation or time extension. Upon receipt of a written notice, the Consultant will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. Any change in the Contract Sum or Contract Time shall only be made by the execution of a Change Order. If the Consultant determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within 21 days after the Consultant has given notice of the decision.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Consultant, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Consultant, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum shall only be made by the execution of a Change Order.

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include a description of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Any change in the Contract Time shall only be made by the execution of a Change Order.

4.3.8.2 The Contract construction time was determined by the estimated construction time with additional time added for project days lost due to typical adverse weather conditions in the project vicinity. Consideration was given to the projected starting date and an anticipated schedule of work. Adverse weather conditions include abnormal precipitation, temperature and wind conditions. Claims for additional time may be made when the actual weather conditions at the project site cause delay days which exceed the days indicated on the following chart.

Month	Work days lost included in Contract Time					
	OKC	Tulsa	NW	NE	SE	SW
January	8	9	10	8	8	7
February	8	8	10	8	8	8
March	5	6	8	6	6	6
April	5	6	5	5	6	5
May	3	3	1	2	3	2
June	3	3	1	2	2	1
July	1	1	1	1	1	1
August	1	1	1	1	1	1
September	1	1	1	1	1	1
October	2	3	1	2	1	2
November	3	2	2	2	2	2
December	4	4	4	4	4	4
Totals	44	47	45	42	43	40

4.3.8.3 All claims for additional days that exceed the work days lost as indicated on the chart, shall be submitted with documentation from a recognized climatological source such as the Oklahoma Climatological Survey (www.mesonet.ou) or the National Oceanic & Atmospheric Administration (NOAA) (www.noaa.gov). Other sources must be submitted to the Consultant and Owner for approval.

4.3.8.4 All claims for additional time due to adverse weather conditions that exceed the days indicated on the chart, shall be submitted with the next monthly payment application.

4.3.8.5 Weather conditions and lost work days shall be recorded daily by the Contractor and submitted to the Consultant with the monthly payment applications.

4.3.8.6 Unused lost weather days, as indicated in paragraph 4.3.8.2, included in the Contract time shall be used by the Owner to offset lost time for other approved delay claims.

4.3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.3.7 or 4.3.8.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The Consultant will review Claims and take one or more of the following preliminary actions within ten days of

receipt of a Claim: (1) request additional supporting data from the claimant, (2) reject the Claim in whole or in part, stating reasons for rejection, (3) recommend approval of the Claim by the Owner or (4) suggest a compromise. The Consultant may also, but is not obligated to notify the surety, if any, of the nature and amount of the Claim.

4.4.2 If a Claim has been resolved, the Consultant will prepare or obtain appropriate documentation.

4.4.3 If a Claim has not been resolved, the Contractor shall, within ten days after the Consultant's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Consultant, (2) modify the initial Claim or (3) notify the Consultant that the initial Claim stands.

4.4.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented to the Owner by the Consultant or Contractor, the Owner will notify the Consultant and Contractor in writing that the Owner's decision will be made within seven days. Upon expiration of such time period, the Owner will render to the parties the Owner's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Owner may, but is not obligated to, notify, the surety and request the surety's assistance in resolving the controversy.

4.4.5 The Contractor may appeal the Owner's decision by submitting written notice of a protest to the Administrator of the Division of Capital Asset Management within ten (10) days of receiving the Owner's decision as described in 4.4.4 above.

4.4.6 The Administrator may hear the protest or assign the Contractor's appeal to an administrative law judge the Department retains. If the appeal is assigned to an administrative law judge, the administrative law judge shall review the protest for legal authority and jurisdiction. If legal authority and jurisdictional requirements are met, the administrative law judge shall conduct an administrative hearing in accordance with the Administrative Procedures Act, 75 O.S. Section 309 et seq., and provide findings of fact and conclusions of law to the Administrator. The Administrator shall send written notice to the Contractor of the final decision sustaining or denying the Contractor's appeal.

4.4.7 If the Administrator denies a Contractor's appeal, the Contractor may appeal pursuant to provisions of 75 O.S., Section 309 et seq. of the Administrative Procedures Act.

5. SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 The Contractor, within seven (7) days, shall furnish in writing to the Owner, through the Consultant, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Consultant will promptly reply to the Contractor in writing stating whether or not the Owner or the Consultant, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Consultant to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Consultant has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Consultant has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Consultant makes reasonable objection to such change.

5.3 SUB CONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the

Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 If the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner- Contractor Contract.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

6.2.6 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Consultant determines to be just.

7. CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Section 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Consultant; a Construction Change Directive requires agreement by the Owner and Consultant and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Consultant alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the

Contractor shall proceed promptly, unless otherwise provided in the Change Order.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices may be equitably adjusted by negotiation.

7.1.5 A CAP Form "Change Order Request" shall be submitted by the Contractor and approved and executed by the Consultant, Using Agency and the State Construction Administrator before any Work, including Work using unit prices, is started.

7.2 CHANGE ORDERS

7.2.1 A Change Order, CAP Form G701, is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant, stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment in the Contract Sum, if any; and
- .3 the extent of the adjustment in the Contract Time, if any.

7.2.2 The cost or credit to the Owner resulting from a change in the work shall be determined by the Contractor completing a CAP Form G701, "Change Order" which requires a listing of:

- .1 All materials with the cost per item;
- .2 all labor with the number and cost of hours;
- .3 all equipment used with an hourly cost;
- .4 cost of insurance and bonds;
- .5 cost of fringe benefits;
- .6 overhead costs, which are limited to 15%; and
- .7 profit which is limited to 10%.

7.2.3 The Contractor must include a breakdown of costs for each Subcontractor similar to the requirements in Paragraph 7.2.2.

7.2.4 In the case where direct costs are incurred by a Subcontractor (or a Sub sub-contractor) fees for overhead and profit shall be limited to 15% and 10% respectively and an additional fee may be applied by the Contractor (and Subcontractor in the case of a Sub sub-contractor) not to exceed 15% (includes both overhead and profit) of the increase in cost. Bond cost, insurance cost, social security taxes (FICA), workmen's compensation, employee fringe benefits and other taxes may be added by the contractors.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive, CAP Form G714, is a written order prepared by the Consultant and signed by

the Owner and Consultant, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 unit prices stated in the Contract Documents or subsequently agreed upon;

.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Consultant of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in the Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Consultant on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowable for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Consultant may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

.1 costs of labor, including social security and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 additional costs of supervision and field office personnel directly attributable to the change.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Consultant. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Consultant will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Consultant concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

8. TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments by Change Order, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the WORK ORDER. The date shall not be postponed by the failure of acts of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by the Consultant and approved by the Owner in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the date of commencement as established by the WORK ORDER issued by the Owner.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Consultant, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending hearing results, or by other causes which the Consultant determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Consultant and Owner may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

8.3.3 An extension of the Contract Time is the sole and exclusive remedy available to the Contractor, in the event of delays described in Paragraph 8.3. In no event, and under no circumstances, shall the Contract Sum be increased, nor shall the Contractor claim, recover or receive payment for any delay to the Project, whether or not such delayed event is in the critical path of the construction schedule.

9. PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum shall only be changed by a Change Order.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment is submitted, the Contractor shall submit to the Consultant and Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant and Owner may require. Each value indicated on the Schedule of Values shall be the exact amount of each subcontract or portion of the Work it represents. This schedule, unless objected to by the Consultant or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the

Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Consultant may require, such as copies of requisitions from Subcontractors and material suppliers.

9.3.1.1 Up to five percent (5%) of all partial payments made shall be withheld as retainage.

9.3.1.2 All payment applications must be accompanied by the affidavits provided with the Contract Documents. An Invoice Affidavit, DCAM/CAP Form G109 or G109A, is required with each application and an Affidavit for Final Payment, DCAM/CAP Form A110, with Surety Certificate of Approval is required with the final application..

9.3.1.3 Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location properly bonded or insured as a warehouse for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. All stored materials shall be protected from weather conditions by properly secured methods. The Owner shall not pay for stored materials that are not properly protected.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and Owner in writing of the Consultant's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1. The Owner shall have the right to review and approve the Certificates for Payment.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Consultant to the Owner, based on the Consultant's observations at the site and the data comprising the Application for Payment, that the Work

has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Consultant or Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Consultant's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the Owner. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Consultant has issued a Certificate for Payment, the Owner shall review for approval and make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Consultant.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

9.6.3 The Consultant will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Consultant and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Consultant shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 Progress payments shall be discontinued after the Contract Time, including approved Change Orders, has been exceeded. No additional progress payments will be made until Substantial Completion of the Work.

9.7 FAILURE OF PAYMENT

9.7.1 If the Consultant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date of receipt from the Consultant, the Contractor may be entitled to interest on the certified amount.

9.7.2 Interest shall be paid to the Contractor at the prevailing state rate on the final payment if the payment is delayed more than thirty (30) days after the Contract is completed, accepted, and all required materials, certificates and other required documentation have been provided to the Owner.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include all items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Consultant will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Consultant's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Consultant. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the

Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

9.8.3 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Consultant, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is authorized by the Owner. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, Retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Consultant as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Consultant.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, when the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Consultant's final

Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Consultant so confirms, the Owner shall, upon application by the Contractor and certification by the Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Consultant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of claims by the Owner as provided in Subparagraph 4.3.5.

9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

9.10.5 When the Contract Time has been exceeded, including approved Change Orders, and claims for additional compensation are submitted by Consultants for extended services and approved by the Owner, the Owner shall deduct the amount of the claims from the final payment to the Contractor.

10. PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.1.2 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor.

10.1.3 The Contractor shall not be required (pursuant to Article 7) to perform any Work without consent relating to asbestos or polychlorinated biphenyl (PCB).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

.1 employees on the Work and other persons who may be affected thereby.

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Consultant.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Section 7.

11. INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Oklahoma such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workmen's compensation;
- .2 claims involving contractual liability insurance
- .3 liability insurance required by O.S.61.
- .4 builder's risk insurance

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner with the executed Contract. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

11.2 PERFORMANCE BOND, PAYMENT BOND AND DEFECT BOND

11.2.1 The Contractor is required to have three bonds for Contracts exceeding Fifty Thousand Dollars (\$50,000.00);

- .1 Performance Bond for 100% of the value of the Contract to insure completion of the Work.
- .2 Defect Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and
- .3 Payment Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.

11.2.2 All bonds shall be on the forms prescribed and issued by the Owner. All bond submittals shall contain all terms and conditions of the bonds or applicable to the bonds.

11.2.3 Irrevocable Letters of Credit may be used as a substitute for the bonds required in 11.2.2 above. The Letters must be on the forms prescribed and provided by the Owner

and issued by a financial institution insured by Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

11.2.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor or the Owner shall promptly furnish a copy of the bonds or of letters of credit or shall permit a copy to be made.

12. UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to its being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.

12.2.2 If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.8.2, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in

accordance with Paragraph 2.3. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

13. MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by Title 61 of the Oklahoma Statutes.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract as a whole without written consent of the Owner. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents shall be made at appropriate times as specified. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratory under separate contract with the Owner. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear costs of tests, inspections or approvals.

13.5.2 If the Consultant or Owner determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant.

13.5.5 If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as specified in current law.

14. TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable; or
- .3 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven additional days written notice to the Owner and Consultant, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days written notice to the Owner and the Consultant, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 repeatedly fails to comply with the terms and conditions of the Contract and Contract Documents.

.5 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 accept assignment of subcontracts pursuant to Paragraph 5.4; and

.3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of this Contract.

14.3.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, costs incurred by reason of such termination, reasonable overhead expenses related to contract termination and reasonable profit on the Work not executed

15. AMERICANS WITH DISABILITIES ACT OF 1990 - "ADA" (42 U.S.C.) 12101)

As a public entity, the State of Oklahoma may only contract with other entities which comply with the ADA. Contractors, by signing the bid documents and entering into a contract with the State of Oklahoma, signify that they are aware of and comply with the requirements of the ADA. Failure to be in compliance with the ADA may require cancellation of a contract.

END OF GENERAL CONDITIONS



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Standard Form of Agreement
Between Owner and Contractor
Where the Basis of Payment is a
Stipulated Sum

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

AGREEMENT made as of the [] day of [], 20 [] .

BETWEEN the Owner: State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties Department
Will Rogers Office Building
2401 N. Lincoln, Suite 106
Oklahoma City, OK 73152-3448

On behalf of: Using Agency's Name and Address

And the Contractor: Contractor's Name and Address

The Project is: Project Name and Location

The Consultant is: Consultant's Name and Address

The Owner and the Contractor agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these 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 Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Insert Number of Days days from the date of commencement, or as follows: None, subject to adjustments of this Contract Time as provided in the Contract Documents.

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 **Insert Amount in Words** Dollars (\$ **Insert Amount in Numbers**, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 **Options.** The following options shall remain available for 30 days after the contract date. After the expiration date, the cost of the option may be negotiated by the Owner and Contractor.

4.4 **Unit prices**, if any, are as follows: None (List if there are Unit Prices)

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 The Contractor shall follow the current Rules and Procedures established by the Construction and Properties Division of the Division of Capital Assets Management, Office of Management and Enterprise Services, State of Oklahoma to ensure compliance with state statutes.

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

5.1.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows: **(Insert other date)**

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 Consultant may require. This schedule, unless objected to by the Consultant, shall be used as a basis for reviewing the Contractor's Application for Payment.

5.1.5 Applications for Payment shall indicate 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedules of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of CAP Document A201-General Conditions;

.2 Add 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), less retainage of five percent (5%).

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of CAP Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Consultant and Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (stat other requirements if any).

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of CAP Document A201-General Conditions.

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

Refer to CAP Form A201 General Conditions Section 9.3.1.1.

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 Subparagraph 12.2.2 of CAP Document A201-General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Consultant and accepted by the Owner.

5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Consultant's final Certificate for Payment.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of CAP Document A201-General Conditions.

6.2 The Work may be suspended by the Owner as provided in Article 14 of CAP Document A201-General Conditions.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of CAP Document A201-General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Document.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal state rate.

7.3 The Owner's representative is: **John W. Morrison AIA**
State Construction Administrator
Construction and Properties Department
Division of Capital Assets Management
Office of Management and Enterprise Services
P. O. Box 53448
Oklahoma City, OK 73152-3448

7.4 The Contractor's representative is: **Insert Name.**

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

7.6 **AUDITS AND RECORDS CLAUSE:** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

7.7 The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

7.8 Other provisions:

7.8.1 **Per the State of Oklahoma Governor's Executive Order 2012-01, filed February 6, 2012 and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including by not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.**

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed edition of the Standard Form of Agreement Between Owner and Contractor, CAP Document A101.

8.1.2 The General Conditions are the current edition of the General Conditions of the Contract for Construction, CAP Document A201, as incorporated in the Project Manual.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated and are as follows:

Document	Title	Date
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8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

Number	Title	Date
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8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

Number	Title	Date
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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
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8.1.7 Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.8 Other documents, if any, forming part of the Contract Documents are as follows:

**Purchase Order
Notice to Proceed/Work Order**

This agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Consultant for use in the administration of the Contract, and the remainder to the Owner.

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

STATE OF OKLAHOMA

(NAME OF CONSTRUCTION COMPANY)

DIVISION OF CAPITAL ASSETS MANAGEMENT

Owner (Signature)

Contractor (Signature)

John W. Morrison AIA
State Construction Administrator
Construction and Properties Department

(Printed name and title) FEI #

The Using Agency certifies that funds are available and dedicated to complete the contract sums stated in this Contract. The Using Agency agrees to pay all project related costs including but not limited to work related to unknown site conditions, remediation of discovered environmental conditions, legal expenses, judgments and any reasonable project related expense.

(NAME OF USING AGENCY)

Using Agency Authorized Representative (Signature)

(Printed name and title)



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Non-Collusion Affidavit

The statement below must be signed and notarized before this contract will become effective

_____ of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by Contractor to submit the above Contract to the State of Oklahoma.

Affiant further states that contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Contractor

(Printed name and title)

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

Notarial Officer

Commission Number: _____

My Commission Expires: _____



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER: Construction and Properties Department
Division of Capital Assets Management
Office of Management and Enterprise Services
State of Oklahoma
P.O. Box 53448
Oklahoma City, OK. 73152-3448

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND:

Date (Not earlier than Construction Contract Date):

Amount: \$

CONTRACTOR (Representative):

SURETY (Representative):

Signature: _____

Signature: _____

Name and Title:

Name and Title:

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3. The Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. 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's Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than seven (7) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.

4.1 Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

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

4.3 Obtain proposals 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

4.1.1. After investigation, determine the amount for which it may be liable to the Owner, and as soon

as practicable after the amount is determined, tender payment therefor to the Owner; or

4.1.2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen (14) 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7. 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.

8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

9. 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 provisions 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

10. DEFINITIONS

10.1 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.

10.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

10.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER: Construction and Properties Department
Division of Capital Assets Management
Office of Management and Enterprise Services
State of Oklahoma
P.O. Box 53448
Oklahoma City, OK. 73152-3448

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (Name and Location):

BOND:

Date (Not earlier than Construction Contract Date):

Amount: \$

CONTRACTOR (Representative):

SURETY (Representative):

Signature: _____

Signature: _____

Name and Title:

Name and Title:

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

4.2.1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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.

10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

14 DEFINITIONS

14.1. 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 Contract. 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.

14.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Statutory Defect Bond
61 O.S. 1991, Section 113 (B)(3)

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal and _____

a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the penal sum of

_____ Dollars (\$ _____) in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the Contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents:

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with the State of Oklahoma, dated _____, for

_____ CAP Project Number _____ all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Division of Capital Assets Management, Construction and Properties Department, 2401 N. Lincoln Blvd., Suite 106, Oklahoma City, Oklahoma 73105.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the State of Oklahoma all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after the acceptance of said project by the State of Oklahoma; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney- in-fact, duly authorized so to do, the day and year set forth below.

DATED this _____ day of _____, 20____

Principal: _____

By _____ (Title): _____

ATTEST: _____

Surety: _____ (Attorney-in-fact)

By: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Change Order

IMPORTANT NOTE: THE WORK DESCRIBED HEREIN IS NOT AUTHORIZED UNTIL THIS CHANGE ORDER IS COMPLETED AND SIGNED BY ALL ENTITIES LISTED BELOW. DO NOT PROCEED WITH WORK UNTIL THE CHANGE ORDER IS COMPLETED AND SIGNED BY EACH PARTY.

This form is required and shall be prepared by the Contractor. All costs must be broken down.

DATE: _____ P. O. NUMBER: _____ CAP PROJECT NUMBER: _____
 FROM PROPOSAL REQUEST NUMBER(S): _____ CONTRACT NUMBER: _____
 PROJECT NAME: _____ DCAM/CAP PROJ. MANAGER: _____
 CONTRACTOR: _____ CHANGE ORDER NUMBER: _____
 BRIEF DESCRIPTION OF CHANGE: _____

BRIEF DESCRIPTION OF TIME DELAY:

Not valid until signed by the Contractor, Consultant and Authorized CAP Representative.

The original Contract Sum Guaranteed Maximum Price was \$ 0.00
 Net change by previously authorized Change Orders \$ 0.00
 The Contract Sum Guaranteed Maximum Price prior to this Change Order was \$ 0.00
 The Contract Sum Guaranteed Maximum Price will be increased decreased unchanged
 by this Change Order in the amount of \$ 0.00
 The new Contract Sum Guaranteed Maximum Price including this Change Order will be \$ 0.00
 The Contract Time will be increased decreased unchanged by Calendar Days
 The date of Substantial Completion as of the date of this Change Order therefore is Date

APPROVALS:

Contractor Name _____ Signature _____ Date _____

N/A

Consultant Name _____ Signature _____ Date: _____

ODEQ							
Using Agency				Signature		Date	
GL Unit:	Acct:	Sub-Acct:	Fund Type:	Class	Fund:	Dept:	Bud Ref:

OCIA Funding Approval (if applicable) Initials: _____

Mike Jones
 Authorized CAP Representative _____ Signature _____ Date: _____

Rebekah Richardson
 DCAM/CAP Project Manager _____ Signature _____ Date: _____



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

**Cost Breakdown For Change Order
(Not Required If Change is Less Than
\$10,000)**

(1) Materials	Unit	Unit Cost	Total
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal (1)			0.00

(2) Labor	No. Of Hours	Hourly Cost	Total
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal (2)			0.00

(3) Equipment	No. Of Hours	Hourly Cost	Total
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
Subtotal (3)			0.00

(4) Sub Contractors (List each Sub Contractor)	Total	
Subtotal (4)		0.00

Column 1		Column 2	
Insurance Cost		Overhead Costs (15% Maximum of 1,2 & 3)	
Bond Cost		Profit (10% Maximum of 1,2 & 3)	
Social Security Taxes (FICA)		Overhead Costs & Profit (Total limited to 15% of 4)	
Other Taxes		Total of Column 2	0.00
Worker's Compensation		Total of Column 1	0.00
Employee Fringe Benefits			
Total of Column 1	0.00	Total for this Page (Subtotals 1 - 4, and Col. 1 & 2 Totals)	



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Explanation For Change Order

REQUESTED BY: Contractor Consultant Using Agency Owner (DCAM/CAP)

REASON FOR CHANGE: (check box) Detailed explanation required below.

- Unforeseen site condition.
- Scope change: Using Agency request.
- Scope change: DCAM/CAP request.
- Work not specified in Contract Documents, but essential to completion of the project.
- Other: (Describe) _____

Provide a detailed description of the proposed change in the Work and provide detailed reasons why this change is necessary.

DETAILED REASON FOR CHANGE IN THE WORK:

CONTRACT TIME REQUEST EXPLANATION:
Describe how the time requested will extend the "critical path" of the project schedule and will not be concurrent with other work.



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Application Checklist

The following documents and forms are required to be submitted. Incomplete submittals will be returned to the Consultant or Contractor for completion and re-submittal.

PAYMENT APPLICATION CHECKLIST

Submit five (three (3) originals and two (2) copies) of each document and form

- DCAM/CAP Form A140 – Application Checklist

MONTHLY CONSULTANT CERTIFICATE FOR PAYMENT

Submit three (3) originals of each document and form

- DCAM/CAP Form G129 – Consultant’s Certificate for Payment Invoice
- Consultant’s monthly progress report

MONTHLY PROGRESS PAYMENTS

Submit five (three (3) originals and two (2) copies) of each document and form

- AIA Document G702 – Application and Certificate for Payment
- DCAM/CAP Form G109A – Consultant’s Invoice Affidavit (notary seal required) or
- DCAM/CAP Form G109 – Invoice Affidavit for Construction (for projects without a consultant)

CHANGE ORDER

Submit four (4) originals

- (DCAM/CAP Form G701) Change Order

FINAL PAYMENT APPLICATIONS

Submit three (3) originals and two (2) copies of each document and form

- AIA Document G702 – Application and Certification for Payment
- DCAM/CAP Form G109A – Consultant’s Invoice Affidavit (notary seal required) or
- DCAM/CAP Form G109 – Invoice Affidavit for Construction (for projects without a consultant)
- DCAM/CAP Form A106 – Certificate of Contract Completion & Certificate of A/E Consultant (notary seal required)
- DCAM/CAP Form A110 – Affidavit for Final Payment (notary seal required) (with Surety Certificate of Approval)

(Company Name)

(Signature)

(Date)

For CAP Use Only

Complete

Incomplete

(Date sent back to contractor/consultant)

(Date re-submittal received at CAP)



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Invoice Affidavit
Certification for Payment
(For Projects Under the Statutory Amount or
Minor Project Without a Design Consultant)

- Progress Payment
Final Payment

Date of Progress Invoice:
Date of Final Invoice:

STATE OF OKLAHOMA) Project Name:
) ss
COUNTY OF #####) CAP Project No.:

CONTRACTOR OR SUPPLIER - COMPLETE THIS SECTION (Choose Appropriate Option)

- Option 1: Contract Award is Less than \$50,000 and Affidavit Provided in lieu of Statutory Bonds

Affidavit: The undersigned Contractor or Supplier hereby affirms under oath that to the best of my knowledge, information and belief, the Work or Materials covered by this Invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from the Owner, and that current payment shown herein is now due. In accordance with 61O.S., § 1.(C), the Contractor acknowledges that the execution of this affidavit with knowledge that any of the contents of the affidavit are false, upon conviction, shall constitute perjury, punishable as provided for by law.

- Option 2: Contract Award is Greater than \$50,000 and Statutory Bonds have been provided

Certification: The undersigned Contractor or Supplier hereby certifies that to the best of my knowledge, information and belief, the Work or Materials covered by this invoice for Payment has been completed or materials delivered in accordance with the Contract Documents, that all amounts have been paid by the Contractor or Supplier for Work or Materials for which previous Invoices for Payment, if any, were issued and payments received from the Owner, and that current payment shown herein is now due.

Firm Name

Printed Name and Title

Signature

(NOTARIZE ONLY IF OPTION 1 ABOVE IS CHECKED)

Subscribed and sworn to before me this ##### day of #####

by

Notary Public

My Commission Expires

CERTIFICATION OF SUPERVISORY OFFICIAL (Owner's Representative)

In accordance with the Contract Documents, based on on-site observations and the data comprising the Invoice for Payment, the Supervisory Official certifies to the Owner that to the best of the Supervisory Official's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified. Attach Copy of Approved Invoice.

Agency

Signature

Printed Name and Title

Date

If this Affidavit is for Final Payment, forward one copy with final Invoice to DCAM/CAP to close out project.



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Invoice Affidavit For Certificate Of
Payment
(Attach to AIA Document G702)

STATE OF OKLAHOMA) Project Name: _____
) ss
COUNTY OF) CAP Project No.: _____

In accordance with the Contract Documents, including but not limited to the plans and specifications, based on on-site observations and the data comprising this application, the Consultant certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, including but not limited to the plans and specifications, and the Contractor is entitled to payment of the Amount Certified.

Consultant Firm Name

Print or type Name of Consultant Representative

Signature

Subscribed and sworn to before me by _____

This _____ day of _____, _____

Notary Public

My Commission Expires _____



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

**Certificate of Substantial
Completion**

Project: _____	CAP Number: _____
Using Agency: _____	Contract Number: _____
Contractor: _____	

The work performed under this contract has been inspected by authorized representatives of the Agency, the Contractor, the Consultant and the Division of Capital Assets Management and the Project, or portion of the Project, specified above is declared to be sufficiently completed in accordance with the contract documents so that the Agency may occupy or utilize the Project, or specified portion of the Project, for use for which it was intended.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.

_____	By: _____
Consultant:	Authorized Representative _____ Date _____

The Contractor accepts this Certificate of Substantial Completion and agrees to complete and correct the items of work on the attached list within thirty (30) days or as mutually agreed in writing by the Contractor and the Owner.

_____	By: _____
Contractor:	Authorized Representative _____ Date _____

The Agency accepts the Project, or specified portion of the Project, as described above as substantially complete and will assume full possession of the Project or areas of the Project at _____ [time] on _____ [date]. The responsibility for heat, utilities security and insurance under the contract documents shall be as set forth below under "Remarks".

_____	By: _____
Using Agency:	Authorized Representative _____ Date _____
State of Oklahoma DCAM/Construction and Properties Department	By: _____
Owner:	Authorized Representative _____ Date _____

Remarks:



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

Certificate of Contract Completion

Agency:			
Project:			
Contractor:			
Contract Amount:			
CAP Project Number:	Contract Number	Contract Date	

CONTRACTOR'S AFFIDAVIT

I DO SOLEMNLY SWEAR AND AFFIRM: That the work under the above named contract and all amendments thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that all Workmen's Compensation claims are covered by Workmen's Compensation Insurance as required by law; that all public liability claims are adequately covered by insurance; that I, acting for the Contractor, shall save, protect, defend, indemnify, and hold the Owners harmless from and against all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work included under said contract.

Contractor: _____
 By: _____
 Title: _____
 Date: _____

State of Oklahoma, County of _____

Personally appeared before me this _____ day of _____, 20_____.

_____, known [or made known] to me to be the _____
 [Owner, partner, title] of the above named Contractor, who being by me duly sworn, subscribed to the foregoing affidavit in my presence.

Notarial Officer: _____
 Typed Name: _____
 My Commission expires: _____



**State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties**

**Certificate of Architecture/Engineer
Consultant**

I CERTIFY: That the work under the above described contract has been satisfactorily completed under the terms of the contract; that the project is recommended for occupancy by the Owning Agency; that the contractor has submitted his sworn affidavit as evidence that he has paid all labor, materials, and other charges against this project in accordance with the terms of the contract; and that all records, documents, and drawings required by the contract have been submitted to the Construction and Properties Department.

	Date	Days
Contract date:		
Date work order issued		
Days allowed by contract for completion		
Date work began		
Extension allowed by Change Orders		
Date of Substantial Completion		
Days in excess of contract period		
Days less than contract period		

A/E Firm: _____

Date: _____

By: _____

CERTIFICATE OF ACCEPTANCE BY USING AGENCY

THIS IS TO CERTIFY: That based upon the statements made in the above affidavit and certificate, the project is hereby accepted as completed for occupancy, operation and maintenance.

Agency: _____

By: _____

Date: _____

Title: _____

APPROVAL BY THE DIVISION OF CAPITAL ASSETS MANAGEMENT

This project is accepted as complete. The using agency is authorized to make final payment.

Date: _____

Inspector: _____

- Distribution:
- DCAM/CAP Department
 - Agency
 - Contractor
 - A/E Consultant



State of Oklahoma
Office of Management and Enterprise Services
Division of Capital Assets Management
Construction and Properties

Affidavit for Final Payment

STATE OF _____
COUNTY OF _____ SS

The undersigned, being first duly sworn, testifies as follows:

That affiant is the ##### of #####
(Officer) (Company)

and that in signing and delivery of this affidavit he is acting for and on behalf of said company.

That said company is the General Contractor engaged in construction:

#####
(Name of Project)

at #####
(Location of Project)

for the State of Oklahoma (Office of Management and Enterprise Services, Division of Capital Assets Management) pursuant to a written contract entered into with the Division of Capital Assets Management. That the construction of said project has been fully and finally completed in accordance with the written contract, and all amendments thereto, if any. The company represents that there are no existing judgments, claims, accounts, liens, or other similar type of obligations outstanding and unpaid arising under said contract or from labor or materials having been furnished for or delivered to said project. Further, the company represents that all persons or entities furnishing labor or materials used in said project, or under said contract, have been paid in full.

(Company)

By: _____

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

(Notarial Officer)

My Commission Expires: _____

CERTIFICATE OF APPROVAL

The undersigned, agent or Attorney-in-fact for _____

Surety Company, acting for and on behalf of said Surety Company, acknowledges having seen the above affidavit executed by _____ further that the undersigned hereby approves the affidavit and directs

That the owner of said project is hereby authorized to make final payment under the contract to the contractor.

Surety Company specifically releases the State of Oklahoma from any responsibility should any unpaid accounts or claims arise against contractor for labor or material furnished under said contract or delivered and used in said project.

(Attorney-in-fact for Surety Company)

(Attach a Certified Copy of Power-of-Attorney)

STATEMENT OF WORK

For

Remediation of Lead and Asbestos Contamination at the Okemah Armory

The Oklahoma Department of Environmental Quality (DEQ) is requesting bids from qualified bidders for remediation services at a former National Guard armory located in Okemah, Oklahoma. This statement of work (SOW) describes the abatement of lead-based paint, remediation of lead contaminated dust, and removal and proper disposal of asbestos containing material. This work must be performed to provide for safe re-use of the facility with unrestricted use such as storage areas, classrooms, or office space. A mandatory site visit and walk through will be held to give a better understanding of the site. A floor plan map of the Okemah Armory is attached for review (**Attachment 1**).

The building is located at 302 South Sertco Road, Okemah, Oklahoma 74859. The building does not have available water and electricity to use during remediation.

SPECIAL PROVISIONS:

1. Work Schedule: The Contractor shall schedule all work to be complete within thirty (30) calendar days after date of the written "Notice to Proceed".
 - a. A pre-construction meeting shall be held at the site after the Notice to Proceed date to review Scope of Work and answer any questions the contractor may have.
 - b. All on-site work shall be completed by the Contractor five (5) days prior to the scheduled contract completion date, with the remaining five (5) days utilized for final inspection and correction of all deficiencies.
2. Conditions of Work: The following conditions of work will apply in accomplishment of this contract:
 - a. All work shall be performed in accordance with all applicable State and Federal regulations.
 - b. The contractor shall perform this work in such a manner as to cause a minimum of interruption to normal work being performed in the contract area.
 - c. Contractor shall not cause damage to building structures, property, walls, fixtures, etc. during remediation/abatement process. If damage is caused to these items, contractor is responsible for repairing the damage.
 - d. Coordination of work areas shall be scheduled with DEQ.
 - e. Disposal of Removed Materials: All materials removed by the Contractor under this contract shall be disposed of in accordance with State and Federal regulations. DEQ will sign as generator, if necessary.

CONTRACTOR SHALL:

- Attend mandatory pre-bid meeting and site walk through;
- Posses a current lead-based paint firm license and have a certified lead-based paint supervisor in order to perform lead-based paint abatement;
- Posses a current Oklahoma Department of Labor (ODOL) Asbestos Abatement Contractor License or have a licensed sub-contractor in order to perform asbestos abatement;
- Follow all appropriate OSHA requirements;
- Read Guidelines for Rehabilitation and Conversion of Indoor Firing Ranges, November 3, 2006, Departments of the Army and Air Force, National Guard Bureau (**Attachment 6**), and refer to this document as a reference and guideline for remediating IFR lead contamination.

- Follow OSHA Lead in Construction Interim Final Standard (29 CFR 1926.62) for lead-based paint abatement, indoor firing range remediation, and lead dust remediation;

Submit With Bid:

- Copy of lead-based paint firm license;
- Copy of lead-based paint supervisor license;
- Copy of ODOL Asbestos Abatement Contractor License;
- Three references with name, type of project, phone number, and location of similar work in the last three years.

Submit After Contract Award:

- A Work Plan with planned activities and schedule to DEQ for approval;

SEQUENCE OF EVENTS

The remediation of the building shall be as follows:

1. First – The asbestos abatement shall be completed.
2. Second – GMR shall be contacted to confirm all asbestos has been appropriately removed.
3. Third – The indoor firing range (IFR) remediation shall be completed.
4. Fourth - All floors of the entire building shall be cleaned.
5. Fifth – DEQ shall be contacted to perform third party confirmation sampling to confirm (IFR) and all floors have been appropriately remediated.

ASBESTOS ABATEMENT INSTRUCTIONS

- Non-friable and/or non-regulated ACM shall be removed as described in the instructions listed below.
- For more details see the attached Okemah Armory Asbestos Inspection Report with floor plan map showing locations of ACM (Attachment 2).
- Once Asbestos Abatement is complete, GMR shall be contacted to confirm abatement has been appropriately performed and all asbestos has been removed.
 - **Floor Tile and Mastic**
 - **Remove** floor tile and mastic from room locations listed in the Asbestos Inspection Report.
 - **There is a total of 900 ft² of floor tile and mastic that shall be removed from the building. See attached floor plan map in Asbestos Inspection Report for locations of asbestos containing floor tile mastic.**

LEAD DUST REMEDIATION INSTRUCTIONS

See Lead-Based Paint Inspection and Settled Dust
Sampling Report for details (Attachment 5)

1. Indoor Firing Range (IFR)

The IFR is a long narrow room where the Oklahoma Military Department would target practice with weapons. The IFR is to be cleaned by removal of all lead contaminated materials, including removal of all removable acoustical tiles and lead contaminated dust and other lead containing particulates on the floor, walls, and ceiling of the IFR.

• Pre-remediation Preparation

- To ensure cross contamination does not occur, use engineering controls such as:
 - Sealing openings with 6 mil poly sheeting to contain dust inside IFR;
 - Covering floor of area outside IFR with 6 mil poly sheeting to make sure not to track lead dust into clean areas;
 - Securing IFR at the end of the work day. At no time shall the IFR be accessible for unauthorized entry without the contractor present.
- When inside IFR wear appropriate personal protective equipment (See Attachment 3).

• Water Removal

- All wash water from the building shall be filtered through a 1 micron filter and stored on site in containers.
- The wash water will be sampled for total lead and total phosphorus. Total lead shall be run by ICP and total phosphorus shall be run by EPA Method 365.3.
- Sample results shall be submitted to DEQ to determine if wash water can be disposed at the local Waste Water Treatment Facility.
- Wash water shall be disposed appropriately.

• Pre-remediation Removal

- Decontaminate all items to be removed from the IFR, wrap in poly sheeting, and properly dispose.
 - Items such as acoustical tiles or other porous materials shall be HEPA vacuumed, washed, and sampled for TCLP. Acoustical tile will have 3 – five part composite samples taken. All other materials shall have 1 – five part composite sample taken of each material. If samples pass TCLP then properly dispose. If any samples fail TCLP, dispose of that item as hazardous waste.
- The IFR bullet backstop, metal fencing, and other large metal items shall be decontaminated, wrapped in poly sheeting, and properly disposed.
 - Disassembling and cutting of these items may be required for removal.
- The IFR bullet trap sand shall be placed in sealed drums and disposed as hazardous waste.

- Remediation

- HEPA vacuum and wet wash walls, floor, ceiling, vent fan, and other structures that are contaminated.
- If acoustical tile cannot be removed from the ceiling, tiles shall be HEPA vacuumed, wet washed, and then sealed with DEQ approved lead-based paint encapsulant (Attachment 4).
- Dispose lead contaminated dust, and appropriate cleaning materials as hazardous waste or as appropriate (See section 3. Disposal of Materials for detailed information).

- Post-remediation

- All post-remediation sampling shall be performed by DEQ. The Contractor shall provide DEQ a minimum of five (5) calendar days prior notice to perform sampling. See Section C (Confirmation and Clearance Sampling) for contact information.
- Post remediation sampling is required to confirm the IFR has been remediated to 200 micrograms per square foot (ug/SF).
 - Areas above 200 ug/SF shall be re-cleaned and re-tested until results are at or below 200 ug/SF.
- If surfaces of the IFR cannot be cleaned and DEQ determines that these surfaces contain imbedded lead fragments, construction grout shall be used over these surfaces.
 - Surfaces shall be thoroughly cleaned.
 - BASF Acryl 60 or DEQ approved equivalent shall be applied to surfaces according to manufacturer's specifications. Specifications are attached (Attachment 4).
 - BASF Construction Grout or DEQ approved equivalent shall be applied (sprayed or troweled) to surfaces according to manufacturer's specifications. Specifications are attached (Attachment 4).
- Once the IFR has been remediated to 200 ug/SF, seal the floor, ceiling, and walls with appropriate sealant.
 - Ceiling and walls will be sealed with DEQ approved lead-based paint encapsulant.
 - Floors will be sealed with KM-669 Acrylic Sealer or equivalent. Specifications attached (Attachment 4).
 - IFR area will have forced air applied to room 2 days after sealer is applied. This will be done to remove all vapors from the area.
- After surfaces are sealed, the Contractor shall provide DEQ a minimum of five (5) calendar days prior notice to perform post remediation wipe sampling to confirm the IFR has been remediated to 40 ug/SF.

- Areas above 40 ug/SF shall be cleaned to remove lead dust from sealed surface. Once cleaned, the area shall be retested to confirm area has been remediated to 40 ug/SF.
- All re-testing of previously failed areas shall be performed by DEQ. Contractor shall provide DEQ a minimum of five (5) calendar day's prior notice to perform sampling.
- The chart below summarizes the clearance numbers for the indoor firing range. All lead wipe samples must be at or below these numbers in order for the room to be considered clean.

Post Remediation	Post Sealant
200 ug/SF	40 ug/SF

2. Remaining Building

Lead Dust Remediation (See Attachment 5)

- Surfaces above the floors such as walls, shelves, etc. may have accumulated dust that has settled. This accumulation shall be removed prior to the cleaning of the floors. This shall be done to prevent recontamination of the floors after they are cleaned.
- Window Sills of the entire building shall require lead dust remediation;
 - HEPA vacuum and wet wash window sills of entire building;
 - Contact DEQ to perform post remediation wipe sampling to confirm that window sills have been appropriately remediated to 250 micrograms per square foot (ug/SF). See Section C (Confirmation and Clearance Sampling) for additional information.
 - Areas above 250 ug/SF shall be re-cleaned and re-tested until results are below 250 ug/SF.
- Floors of the entire building shall require lead dust remediation.
 - Remove dust from all equipment, shelving, trash, etc, and remove these items from room before remediation begins.
 - Remove dust from all carpet, remove carpet from rooms, and dispose of all carpet as non-hazardous waste before lead dust remediation of floor begins.
 - Dispose any materials, determined by the DEQ to be trash, as non-hazardous waste.
 - HEPA vacuum and wet wash floors of entire building.
 - Lead levels on the floor are high in many areas of the building and lead contaminated dust may be ground into the pores and cracks of the concrete. It may be necessary to clean floors several times or use alternate cleaning methods

after HEPA vacuuming and wet washing to remove the lead dust from the concrete and get the lead levels down to 40 micrograms per square foot (ug/SF).

- Contact DEQ to perform post remediation wipe sampling to confirm that room floors with lead contamination have been appropriately remediated to 40 micrograms per square foot (ug/SF). See Section C (Confirmation and Clearance Sampling) for additional information.
 - Areas above 40 ug/SF shall be re-cleaned and re-tested until results are at or below 40 ug/SF.
- Lead dust and appropriate cleaning materials shall be disposed as appropriate.
 - Wash Water Disposal
 - All wash water from the building shall be filtered through a 1 micron filter and stored on site in containers.
 - The wash water will be sampled for total lead and total phosphorus. Total lead shall be run by ICP and total phosphorus shall be run by EPA Method 365.3.
 - Sample results shall be submitted to DEQ to determine if wash water can be disposed at the local Waste Water Treatment Facility.
 - Wash water shall be disposed appropriately.

3. Disposal of Materials

Hazardous Waste

- Lead contaminated sand shall be disposed as hazardous waste.
- Lead contaminated dust from the cleaning of the IFR and remaining building shall be disposed as hazardous waste.
- Wash water filters shall be disposed as hazardous waste.
- Mop heads, towels, brushes, wipes, and other cleaning supplies from the cleaning of the IFR shall be disposed as hazardous waste.

Other

- Mop heads, towels, brushes, wipes, and other cleaning supplies from the cleaning of the building floors and windows shall be disposed as appropriate.
- Poly Sheeting shall be disposed as appropriate. If contractor plans to dispose as non-hazardous waste, best management practices such as vacuuming, washing, wiping down, or cleaning poly sheeting prior to disposal shall be implemented.
- Personal protective equipment (gloves, tyvec, face masks, etc.) shall be disposed as appropriate.

4. Confirmation and Clearance Sampling

- Contractor may use his own lab to check progress of remediation, however all DEQ decisions shall be based on analytical data from samples taken by DEQ.
- DEQ will be responsible for taking all post remediation samples.
- DEQ shall be notified five (5) days prior to each sampling event.
- Contact Information: DEQ
Contact: Dustin Davidson
Phone: (405) 702-5115
- The third-party sampling shall not be included in the contractors base bid:
- All post remediation sampling done outside the indoor firing range will be performed after all initial abatement, remediation, and cleaning is complete.
- The chart below summarizes the clearance numbers for the building. All lead wipe samples shall be at or below these numbers in order for these areas to be considered clean.

IFR Post Remediation	IFR Post Sealant	Room Floors	Window Sills
200 µg/SF	40 µg/SF	40 µg/SF	250 µg/SF

5. Final Report

- Write final report and submit to DEQ.
- Final report shall include:
 - A detailed summary of work including any warranties and data;
 - copy of post remediation sampling report;
 - waste manifests (if any); and
 - photo documentation of work.
 - Photo documentation of work will have color digital photos with captions describing photo.
- Final report will be submitted in a bound hard copy and electronically on disc.

OWNER REPRESENTATIVE

Owner's Representative:

Dustin Davidson
Oklahoma Department of Environmental Quality
Land Protection Division
707 N. Robinson
Oklahoma City, OK 73102

Phone Numbers:

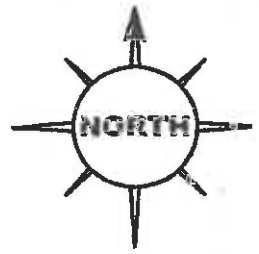
(405) 702-5115 (Office)

(405) 702-5101 (Fax)

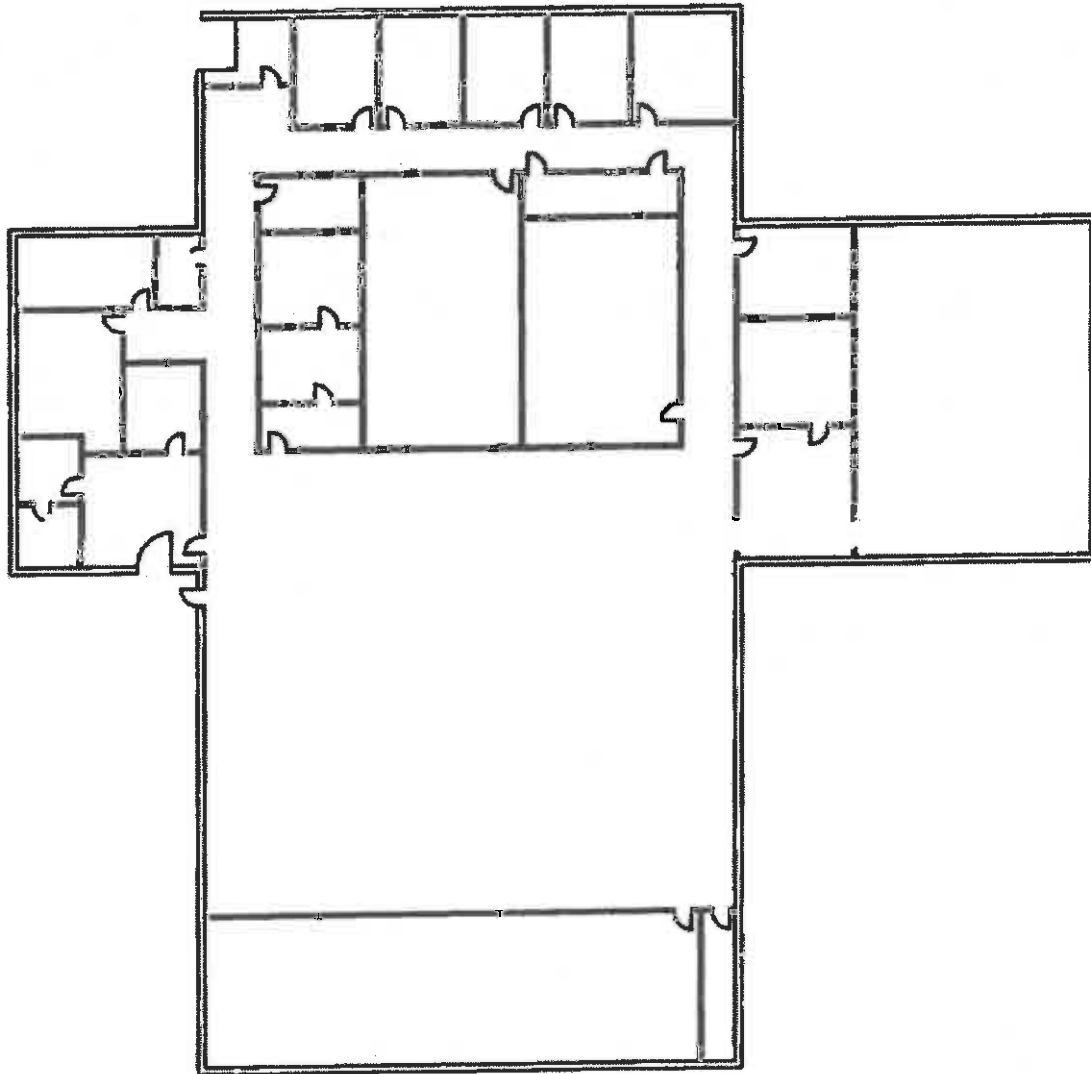
E-Mail: Dustin.Davidson@deq.ok.gov

ATTACHMENT 1

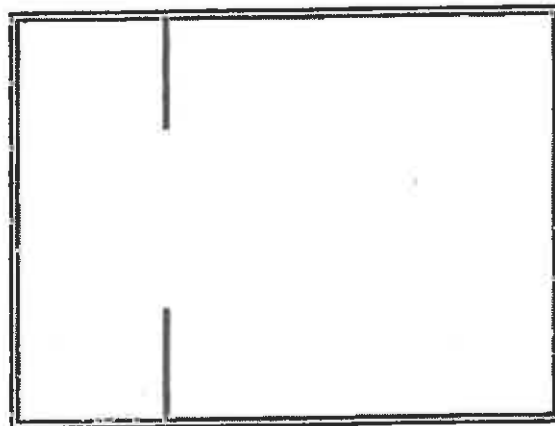
Okemah Armory Floor Plan Map



NOT TO SCALE



MAIN BUILDING



MOTOR POOL BUILDING

ATTACHMENT 2

Okemah Armory Asbestos Inspection Report

ATTACHMENT 3

Health & Safety Aspects to Consider

Health & Safety Aspects to Consider

Project Goal: To ensure that former National Guard Armories are free of lead dust. Specifically, indoor firing ranges (IFR's) and other areas that contain lead contamination.

Please Note: the following information is from the Departments of the Army and the Air Force, National Guard Bureau, Guidelines and Procedures for Rehabilitation and Conversion of Indoor Firing Ranges (Attachment 4).

Health and Medical Aspects

Health Effects

29 Code of Federal Regulations (CFR) 1910.1025, Appendix A, identifies lead as a highly toxic metal. Elemental lead is indestructible and common in the environment. Lead can enter the body by inhalation (breathing) or ingestion (eating). In addition, lead is a cumulative poison. It accumulates in the blood, bones, and organs, including the kidneys, brain and liver. Effects include nervous and reproductive system disorders, delays in neurological and physical development, cognitive and behavioral changes, and hypertension. Symptoms include loss of appetite, difficulty sleeping, irritability, fatigue, headache, and inability to concentrate. It can stay in the bones for decades. Worker awareness and training are important to ensure that employees can recognize the symptoms of exposure and get prompt medical attention.

Medical Surveillance for occupational Exposure to Lead

a. 29 CFR 1910.1025(j)(i-ii), Medical Surveillance - General: "The employer shall institute a medical surveillance program for all employees who are or may be exposed above the action level for more than 30 days per year. The employer shall assure all medical examinations and procedures are performed by or under the supervision of a licensed physician."

b. The DOD 6055.5-M, Occupational Medical Surveillance Manual - Table 2-1 lists medical surveillance criteria for employees "who are or may be exposed above the action level for 30 days/year."

Personal Protective Equipment

29 CFR 1910.1025(f)(2), for housekeeping and rehabilitation the employer shall select respirators from among those approved for protection against dust, fume, and mist by the National Institute for Occupational Safety and Health (NIOSH), under the provision of 42 CFR part 84. The employer shall institute a respiratory protection program in accordance with 29 CFR 1910.134(b), (d), (e), and (f). As a minimum, personnel conducting the decontamination of the range shall be provided with the following personal protective equipment.

a. Under 29 CFR 1910.1025 (g). For employees engaged in range rehabilitation and/or range conversion, the employer shall provide at no cost to the employee, and ensure that the employee uses appropriate protective work clothing and equipment such as, but not limited to:

- (1) Protective coveralls with hood and shoe covers or disposable TyvekTM full body suit.
- (2) Disposable rubber gloves; and disposable shoe coverlets (If necessary).
- (3) Full-face air purifying respirator with P-100 cartridges.

b. The employer shall provide the clothing required in a clean and dry condition at least daily to employees engaged in the conversion of IFRs.

c. The employer shall provide for the cleaning, laundering, or disposal of used or contaminated protective clothing and equipment.

d. The employer shall assure that all protective clothing is removed at the completion of a work shift only in areas designated for that purpose (Change Areas or Change Rooms).

e. The employer shall ensure that contaminated protective clothing that is to be cleaned, laundered, or disposed of, is placed in a closed container in the change area that seals sufficiently enough to prevent dispersion of lead dust.

f. The employer shall further inform in writing any person who cleans or launders protective clothing or equipment of the potentially harmful effects of exposure to lead.

g. The employer shall ensure that the containers of contaminated protective clothing and equipment are labeled as follows: **CAUTION: CLOTHING CONTAMINATED WITH LEAD. DO NOT REMOVE DUST BY BLOWING OR SHAKING. DISPOSE OF LEAD CONTAMINATED WASH WATER IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, OR FEDERAL REGULATIONS.**

Education, Maintenance, Cleaning and Conversion

Worker Education

a. 29 CFR 1910.1025, Appendix 13, requires an information and training program for all employees exposed to lead above the action level or who may suffer skin or eye irritation from lead. The program must inform the employees of the specific hazards associated with their work environment, protective measures which can be taken, the danger of lead to their bodies (including their reproductive systems), and their rights under the standard. In addition you must make readily available to all employees, including those exposed below the action level, a copy of this standard and its appendices. This training program shall be repeated annually for personnel in range cleanup operations.

b. The supervisor shall ensure that each individual employee is informed of the following:

- (1) The content of the standard and its appendices.
- (2) The specific nature of operations that could result in exposure to lead above the action level.
- (3) The purpose, proper selection, fitting, use, and limitations of respirators.
- (4) The purpose and a description of medical surveillance program.
- (5) Eating and drinking are prohibited in lead contaminated areas.
- (6) Smoking and smoking materials shall not be permitted in contaminated areas.
- (7) Employees must wash their hands and other exposed skin whenever they leave the work area.
- (8) The engineering controls and work practices associated with the individual's job assignment.
- (9) The contents of any compliance plan in effect.
- (10) Instructions to employees that chelating agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician.

REFERENCES

Section I Required Publications

There are no entries in this section

Section II Related Publications

ASTM E1792-03

Standard Specification for Wipe Sampling Materials for Lead in Surface Dust

AR 11-34

The Respiratory Protection Program

AR 40-5

Preventive Medicine

DODI 6055.5

Industrial Hygiene and Occupational Health

DOD 6055.5-M

Occupational Medical Surveillance Manual

29 CFR, Part 1910

Occupational Safety and Health Administration, Department of Labor

National Institute for Occupational Safety and Health (NIOSH) 76-130

Lead Exposure and Design Considerations for Indoor Firing Ranges, Department of Health, Education and Welfare

NGR 385-15

Policy and Responsibilities for Inspection, Evaluation and Operation Army National Guard National Guard Indoor Firing Ranges (IFRs).

NGR 415-5

Army National Guard Military Construction Program Development and Execution

NGR 420-10

Construction and Facilities Management Office Operations

Technical Manual, 5th Edition

Occupational Safety and Health Administration, Department of Labor Section III

ATTACHMENT 4

DEQ Approved Lead-Based Paint Encapsulants List

Sealant and Encapsulant Specifications

Lead-Based Paint Encapsulants approved by DEQ

Encapsulant Manufacturer	Encapsulant Product(s)
Coronado Paint Company	LEAD BLOCK™
Dumond Chemicals	LEAD STOP™
Dynacraft Industries, Inc.	Back to Nature Protect-A-Coat
Encap Systems Corporation	EncapSeal™ I
Encap Systems Corporation	EncapSeal™ II
Fiberlock Technologies, Inc.	Child GUARD interior/exterior
Fiberlock Technologies, Inc.	L-B-C® Type III
Global Encasement, Inc.	LeadLock™
Grace Construction Products	Lead Seal®
Grace Construction Products	Barrier Coat® II
Insl-x Products Corporation	INSL-CAP™
SAFE Encasement Systems	SE-120 Protective Skin
Specification Chemicals, Inc.	NU-WAL® #2500 Coating

KELLY-MOORE PAINTS INDUSTRIAL COATINGS

HIGH PERFORMANCE SYSTEMS

KM-669 Acrylic Sealer

THIS PRODUCT MAY NOT BE AVAILABLE IN SOME AREAS DUE TO VOC REGULATIONS
Contact your Kelly-Moore representative for more information.

Product Description

A one component, solvent borne, high gloss, clear acrylic sealer designed for use on concrete, masonry, and brick. Dustproofs concrete by penetrating surface pores leaving a tough, durable film.

Performance Features

- Non-Yellowing
- Excellent Adhesion to Concrete
- Good Water & Salt Chemical Resistance
- Good Abrasion Resistance
- Can be Sprayed, Padded or Rolled

Product Specifications

Resin Type	Acrylic
Color Range	Clear
Finish	High Gloss
Drying Time	8 hours to recoat
Practical Coverage	250-450 Sq. Ft. / Gallon
Recommended Dry Film Thickness	1.2 - 2.2 mils per coat
Solids By Volume	35%
Sizes	Five gallon pails
V.O.C.	560 Grams per liter
Clean Up	KM-S-74 or KM-SA-50

Surface Preparation

WARNING! If you scrape, sand or remove old paint from any surface, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Carefully clean up with a wet mop or HEPA vacuum. Before you start, find out how to protect yourself and your family by contacting the U.S. EPA/Lead Information Hotline at 1-800-424-LEAD (5323) or log on to www.epa.gov/lead.

Surface Preparation:

Remove all dirt, grease, oil, soil, chemical contaminants, and other matter. Allow surface to dry.

Application Procedure:

When mixing, use an EXPLOSION PROOF SLOW SPEED DRILL WITH A JIFFY MIXER. Apply a uniform wet film, do not puddle material. Do not cover more area than can be worked in 10 minutes due to fast dry time. When spraying, use a low pressure machine. Two coats may be necessary depending on porosity or type of service.

For safety and product curing, proper ventilation is necessary throughout application and cure.

Dry Times: 8 hours

See Precautions and Limited Warranty next page

KM-669 (cont.)

Precautions

KM-669 is Flammable. KM-669 contains flammable solvents. Keep away from all sources of ignition during mixing, application, and cure. In confined areas, provide adequate forced air ventilation. The use of goggles, fresh air masks or NIOSH approved respirators, protective skin cream and protective clothing is a recommended standard practice when spraying coatings.

Proper Disposal

For proper disposal of excess material, please contact your local city or county waste management agency.

Limited Warranty: The statements made on this bulletin, product labels or by any of our agents concerning this material are given for information only. They are believed to be true and accurate and are intended to provide a guide to approved construction practices and materials. As workmanship, weather, construction equipment, quality of other materials and other variables affecting results are all beyond our control, Kelly Moore Paint Company, Inc. does not make nor does it authorize any agent or representative to make any warranty of MERCHANTABILITY OR FITNESS for any purpose or any other warranty, guarantee or representation, expressed or implied, concerning this material except that it conforms to Kelly Moore's quality control standards. Any liability whatsoever of Kelly Moore Paint Company, Inc. to the buyer or user of this product is limited to the purchaser's cost of the product itself.

SEE MATERIAL SAFETY DATA SHEETS FOR FULL SAFETY PRECAUTIONS.

KM-669 IS FOR PROFESSIONAL USE ONLY

KM-669 IS FOR INDUSTRIAL USE ONLY

KEEP AWAY FROM CHILDREN

KELLY-MOORE PAINT COMPANY INC. • 987 COMMERCIAL ST. • SAN CARLOS, CA 94070
Technical Assistance 1-888-MR-PAINT www.kelvinnoore.com

MATERIAL SAFETY DATA SHEET

For Coatings, Resins & Related Materials

Section I

Manufactured For: Kelly-Moore Paints
Address: 987 Commercial Street
San Carlos, CA 94070

Prep Date: 07/28/06

Emergencies Involving Spills, Leaks,
Fires, Exposure, Or Accident Contact
Chemtrec: 1-800-424-9300

Product Class: Acrylic Lacquer Sealer
Trade Name: KM-569 CLEAR
H.M.I.S. Codes: H F R P
2* 3 0 -

Information Phone: 1-888-677-2468

Section II - HAZARDOUS INGREDIENTS

Ingredient	C.A.S.#	Weight Percent	Occup. Exposure Limits		Vapor Pressure	
			OSHA PEL	ACGIH TLV	mm Hg	& Temp.F
Acrylic Resins	Mixture	30-40	Not Established		Not Determined	
*Xylene	1330-20-7	40-50	100 ppm	100 ppm	5.1	68
*Ethyl Benzene	100-41-4	15-20	100 ppm	100 ppm	7.1	68

*Indicates toxic chemical(s) subject to reporting requirements of Section 313 of Title III and of 40 CFR 372.

Section III - PHYSICAL DATA

Boiling Range (Deg. F): 240°
Evaporation Rate: Slower than Ether
Percent Volatile By Volume: 70 ± 3%

Vapor Density: Heavier than air

Weight Per Gallon (lbs.): 7.75 ± .25

Section IV - FIRE & EXPLOSION HAZARD DATA

Flash Point (Deg. F): 80°

Lower Explosive Limit: 1.0

Extinguishing Media: Foam, alcohol foam, CO2, dry chemical, water spray

OSHA Flammability Classification: Flammable Liquid IC

Special Firefighting Procedures: Wear a NIOSH/MSHA approved self-contained breathing apparatus and full protective clothing. Use water to keep fire exposed containers cool. Water may be ineffective as an extinguishing agent.

Unusual Fire & Explosion Hazards: Vapors are heavier than air and may travel along the ground or be moved by ventilation to ignition sources at locations distant from material handling point. Pressure may build up in containers and create an explosion hazard.

KM-689 CLEAR

=====**Section V - HEALTH HAZARD DATA**=====

THIS PRODUCT IS FLAMMABLE

Effects Of Overexposure:

Eyes: Irritation, burning, tearing and redness.

Skin: Moderate irritation or defatting of skin upon prolonged or repeated contact.

Ingestion: Abdominal pain, nausea, vomiting and diarrhea.

Inhalation: Excessive exposure to vapors can cause headache, dizziness, uncoordination, nausea and loss of consciousness.

Emergency & First Aid Procedures:

Eyes: Flush with water for 15 minutes.

Skin: Remove contaminated clothing, wash skin with soap and water.

Ingestion: Do not induce vomiting. Get medical attention immediately.

Inhalation: Move to fresh air, aid breathing if necessary.

In all cases, consult a physician for best treatment.

Chemical listed as carcinogen or potential carcinogen:

NTP: No IARC: No OSHA: No

=====**Section VI - REACTIVITY DATA**=====

Stability: Product Stable

Conditions to Avoid: All sources of ignition.

Incompatibility (Materials to Avoid): Oxidizing agents, strong acids & bases

Hazardous Decomposition Products: Carbon monoxide, carbon dioxide, nitrogen oxides and organic compounds.

Hazardous Polymerization: Will Not Occur

=====**Section VII - SPILL OR LEAK PROCEDURES**=====

Steps To Be Taken In Case Material Is Released Or Spilled: Dike spill area. Absorb spill with inert absorbent material. Place in sealed metal containers for proper disposal.

Waste Disposal Methods: Dispose of in accordance with local, state and federal regulations.

=====**Section VIII - SPECIAL PROTECTION INFORMATION**=====

Respiratory Protection: Use a NIOSH/MSHA jointly approved respirator

Ventilation: Use mechanical ventilation

Protective Gloves: Neoprene or rubber

Eye Protection: Chemical splash goggles

Other Protective Equipment: Protective clothing, barrier cream, eye bath, safety shower

=====**Section IX - SPECIAL PRECAUTIONS**=====

Precautions To Be Taken In Handling & Storing: Store in dry area. Keep away from open flames and high temperatures.

Other Precautions: Minimize contact. Avoid breathing vapors. Practice good industrial hygiene and safe working practices.

State and Local Regulations

California Proposition 65

This product contains the following substances known to the State of California to cause cancer, birth defects or other reproductive hazards: Benzene, Toluene.



The Chemical Company

PRODUCT DATA



ACRYL 60®

Water-based acrylic bonding and modifying admixture

Description

Acryl 60® is an acrylic-polymer emulsion mixed with Portland cement mortars, plasters, stucco, and concrete mixes to enhance their physical properties, adhesion to substrates, and durability.

Packaging

- 1 quart (0.9 L) bottles
- 1 gallon (3.8 L) bottles
- 5 gallon (18.9 L) pails
- 30 gallon (113.5 L) drums
- 55 gallon (208 L) drums

Color

Milky white

Shelf Life

1 year when properly stored

Storage

Transport and store in unopened containers between 40 and 100° F (4 and 38° C). Protect from freezing.

Features

• Acrylic polymer	Significantly improves adhesion, cohesion, tensile, compressive, and flexural strengths of cement-based materials.
• Excellent chemical and UV resistance	Promotes long-lasting repairs
• Improved freeze/thaw stability of Portland cement-based materials	Suitable for cold climate applications
• Stable	Will not re-emulsify when exposed to water

Benefits

Where to Use

APPLICATION

- Cement-based mixes to improve their adhesion and durability
- As gauging liquid for Thoro® waterproofer and repair products, such as ThoroSeal® and Thoro®
- Walkways
- Ramps and structural beams

LOCATION

- Interior or exterior
- Above or below grade

SUBSTRATE

- Columns

How to Apply

Surface Preparation

1. The methods required for preparation will vary depending on the end product to be applied and the site and substrate conditions.
2. In all cases the surface must be clean and sound. Remove all loose and disintegrated material. Remove any and all traces of oil, grease, dirt, dust, efflorescence, biological, mold or mildew, and release or curing agents.
3. Vacuum, sweep, or blow out the areas to be patched with clean, oil-free air.

CONCRETE/CMU/MASONRY SURFACES

Pre-dampen the area to be patched or coated with potable water to a saturated surface-dry (SSD) condition. Do not leave standing water on surface. Proper surface preparation and cleanliness are extremely important.

OTHER SURFACES

For other surface preparation guidelines, refer to the specific Thoro® product data guide for information.

Mixing

1. The normal ratio of Acryl 60® to clean potable water is 1 part Acryl 60® to 3 parts water (1 to 3). Where increased physical and chemical resistance are required, increase the Acryl 60® content in the mixing liquid to a 1 to 2 or 1 to 1 Acryl 60® to water ratio (see chart above).
2. Always mechanically mix. Do not overmix or mix at a high speed.



Technical Data

Composition

Acryl 60® is an acrylic-polymer emulsion.

Typical Properties

PROPERTY	VALUE
Density, lb/cu ft (kg/L) Lab Method	8.65 (1.04)
Solids content, by volume, % Lab Method	28
Minimum water dilution, Parts Acryl 60® to H ₂ O, Lab Method	1:3

Test Data

The following properties are for sand/cement mortar samples:

PROPERTY	TEST METHODS		
	With Water	With 1 to 1 Acryl 60® and Water	
Compressive strength, psi (MPa) 28 days	3,800 (26.2)	4,500 (31)	ASTM C 109
Tensile strength, psi (MPa) 28 days	225 (1.5)	350 (2.4)	ASTM C 190
Flexural strength, psi (MPa) 28 days	1,000 (6.9)	1,600 (12.4)	ASTM C 348
Freeze/thaw durability	11 of 98 cycles	100 at 300 cycles	Method A

Test methods are performed under laboratory conditions of 70°F (21°C) and 50% RH. Reasonable variations can be expected.

Mixing Ratios

For scrub coats applied before patching or overlays	Use straight Acryl 60®
To improve the adhesion properties of patching mortars and to reduce cracking in cement plaster	Use 1 part Acryl 60® to 3 parts water
For large overlays or toppings	Use 2 parts Acryl 60® to 1 part water
For bonding cement plaster no thicker than 1/4" - 3/8" (6 - 10 mm)	Use 1 part Acryl 60® to 3 parts water

NOTE: The above ratios are for normal conditions. Where bonding is most critical, increase the Acryl 60® content of the mixing liquid. TEST FINCH IS ALWAYS RECOMMENDED.

For detailed application instructions for these products, see the applicable product data sheets.

Application

SANDBLEMENT MORTAR

1. Thoroughly mix all cement and sand first. The sand must be clean, free of clay, and dry.
2. Make up mixing liquid from a 1 to 3 or 1 to 2 Acryl 60® water ratio depending upon requirements.
3. Slowly add the mixing liquid to the cement/sand mixture and mix with a slow-speed mixer for 1-2 minutes to avoid entrapping air. After preparing, clearing, and preparing the surface, brush apply a scrub coat just behind of the Acryl 60®-modified cement/sand. Scrub vigorously into the surface to displace any air pockets.

4. Place the mix into the scrub-coated repair area while the scrub coat is still wet or tacky. Place the mix and avoid overcompacting. The trowel should be cleaned frequently, kept wet, and used with minimal pressure.

5. Maximum time for placement should not exceed 20 minutes. Higher air and surface temperatures will decrease working and placement time.

Curing

1. When rapid drying is expected due to high temperatures, rapid air movement, or wind, it is recommended that the surface be covered with wet burlap to retain moisture.
2. For normal use, allow a 24-hour curing period.
3. For heavy wheeled traffic, allow a 4-day curing period.

Clean Up

Clean all tools and equipment immediately with water. Cured material may be removed by mechanical means only.

For Best Performance

- Do not use Acryl 60® modified mixes when the ambient air or surface temperature is below 40° F (4° C) or when the temperature is expected to fall below 40° F (4° C) within 24 hours. High relative humidity, excessive moisture, and low temperatures will retard the curing of Acryl 60® modified mixes.
- Do not use with air-entrained cement mixes or with air-entraining admixtures.
- Do not overmix or segregate mixes.
- Use with proper ventilation.
- Do not use Acryl 60® as a surface-applied external bonding agent or as a primer.
- Do not expose cement-based mixes modified with Acryl 60® to water immersion service for a minimum of 24 hours at 73° F (23° C).
- Not recommended for exposure to salt water or immersion where contact with water-treatment chemicals is present without a protective top coat.
- Caution should be used when a highly solvent material is being used over a base system that contains Acryl 60®.
- Make certain the most current versions of product data sheet and MSDS are being used; call Customer Service (1-800-433-9517) to verify the most current version.
- Proper application is the responsibility of the user. Field visits by B*SF personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

First Aid

In case of eye contact, flush thoroughly with water for at least 15 minutes. In case of skin contact, wash affected areas with soap and water. If irritation persists, SEEK MEDICAL ATTENTION. Remove and wash-contaminated clothing. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs or if swallowed, SEEK IMMEDIATE MEDICAL ATTENTION.

Proposition 65

This product contains material listed by the state of California as known to cause cancer, birth defects, or other reproductive harm.

VOC Content

1 g/L or 0.01 lbs/gal less water and exempt solvents.

For medical emergencies only,
call ChemTrec (1-800-424-9306).

Health and Safety

ACRYL 60®

Caution:

Acryl 60® contains no hazardous ingredients as defined by 29 CFR 1910.1200 WHMIS.

Risks:

May cause skin, eye or respiratory irritation. Ingestion may cause irritation.

Precautions

Avoid contact with skin, eyes and clothing. Wash thoroughly after handling. Keep container closed when not in use. DO NOT take internally. Use only with adequate ventilation. Use impervious gloves, eye protection and if the TLV is exceeded or used in a poorly ventilated area, use NIOSH/MSHA approved respiratory protection in accordance with applicable Federal, state and local regulations.

INDUSTRIAL GRADE
ACRYL 80™

**WAF Construction Chemicals, LLC -
Building Systems**

**399 Valley Road Drive
Amherst, MA 05579**

www.wafbuildingchemicals.com

**Customer Service 800-433-0517
Technical Service 800-243-6730**



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PRODUCT DATA



CONSTRUCTION GROUT

General construction, mineral-aggregate
nonshrink grout

Description

Construction Grout is a noncatalyzed, multi-purpose construction grout containing mineral aggregate.

Yield

One 50 lb (22.7 kg) bag of Construction Grout mixed with 7.15 gallons (4.35 L) of water (flowable mix) provides approximately 0.45 ft³ (0.013 m³) of mixed grout.

Packaging

50 lb (22.7 kg) multi-wall paper bags

Color

Concrete gray when cured

Shelf Life

1 year when properly stored

Storage

Store in unopened bags under clean, dry conditions.

Features

- Concrete gray color (after curing)
- No organic accelerators, including chlorides or other salts
- Can be extended with clean, well-graded coarse aggregate
- Hardens free of bleeding when properly placed

Benefits

- Bonds in with surrounding concrete
- Will not corrode reinforcing steel
- Fills large voids without additional mix water
- Provides high effective bearing area for proper support and load transfer

Where to Use

APPLICATION

- Normal loads for columns and brackets
- Sealing grout for precast panels
- Repairing of cavities resulting from ineffective concrete consolidation
- Capping concrete pipe
- Bedding, underpinning foundations, and pressure grouting of slab-raising alignment
- General construction applications
- Damp pack applications

LOCATION

- Interior or exterior

How to Apply

Application

For aggregate extension guidelines refer to Appendix A6-10: Guide to Cementitious Grouting.

Mixing

By using the minimum amount of water to provide the desired workability, maximum strength will be achieved. Whenever possible, mix the grout with a mechanical mixer. Either a mortar mixer or an electric drill with a paddle device is acceptable. Put the measured amount of water into the mixer, add grout, then mix till a uniform consistency is attained. Do not use water in an amount or a temperature that will cause bleeding or segregation.

Curing

Cure all exposed grout shoulders by wet curing for 24 hours and by applying a recommended curing compound compliant with ASTM C 309 or preferably ASTM C 1315.

For Best Performance

- Contact your local representative for a pre-job conference to plan the installation.
- Construction Grout is designed for the 50 to 90° F (10 to 32° C) application temperature range. Consult your BASF representative when applying outside this range. Use cold and hot weather concreting practices (ACI 305 and ACI 308) when grouting within 10° F (6° C) of these minimum and maximum temperature ranges.
- To ensure optimum performance of Construction Grout, place at a plastic or flowable consistency and at ambient temperatures of 50° F (10° C) and above.
- For best results, allow a minimum of 1" (25 mm) vertical clearance under baseplates when placing Construction Grout.
- Do not use Construction Grout where it will come in contact with steel designed for stresses above 80,000 psi (552 MPa). Use Masterflow® 816, Masterflow® 1205, or Masterflow® 1341 post-tensioning cable grouts.



Technical Data

Composition

Construction Grout is a noncatalyzed hydraulic cement-based grout containing mineral aggregate.

Compliances

- CRD C 621 and ASTM C 1107, Grade C, at flowable or plastic consistency
- City of Los Angeles Research Report Number RR 23137

Typical Properties

Minimum Grout Water* (Flowable Mix)

Approximate Water, gal (L)	1.15 (4.35)
----------------------------	-------------

Initial set, hrs. at 70° F (21° C)

Final set, hrs. at 70° F (21° C)

* At a consistent level of slump, consistency will vary with temperature. Final set times given at a temperature of 70°F (21°C) in a laboratory environment and 70° F (21° C).

Test Data

PROPERTY	RESULTS	TEST METHODS	
Flow, %, 5 drops	126 - 145	ASTM C 230	
Volume change, %; flowable consistency; after 28 days	0.08	ASTM C 1090	
Compressive strength, psi (MPa)		ASTM C 942, according to ASTM C 1107	
	Flowable ¹	Plastic ²	Sluff ³ (damp pack)
1 day	1,500 (10)	—	—
3 days	5,000 (34.5)	6,000 (41.4)	8,000 (55.2)
7 days	6,000 (41.3)	7,000 (48.3)	9,500 (65.5)
28 days	7,000 (48.0)	8,500 (58.6)	10,000 (68.0)

¹ 140% flow on flow table, ASTM C 230, 5 drops in 3 seconds
² 100% flow on flow table, ASTM C 230, 5 drops in 3 seconds
³ 40% flow on flow table, ASTM C 230, 5 drops in 3 seconds
 Test results are averages obtained under laboratory conditions. Reasonable variations can be expected.

- Do not add plasticizers, accelerators, retarders, or other additives unless advised in writing by BASF Technical Service.
- No surface to be grouted should be clean, strong, and roughened to CSP 5 - 8 according to ICRI Guideline G3732 to permit proper bond. For freshly placed concrete, consider using Liquid Surface Zichant (see Form No. 1020199).
- Do not place Construction Grout in lifts greater than 6" (152 mm) unless the product is extended with aggregate to dissipate hydration heat.
- Where precision alignment and secure service, such as heavy loading, rolling, or impact resistance are required, use metallic-reinforced, noncatalyzed Embucon® 866 grout. If the amount of impact resistance needed is not great enough to require metallic reinforcement, use natural aggregate, Masterflow® 528.
- The water requirement may vary with mixing efficiency, temperature, and other variables.
- The concrete surface should be saturated (ponded) with clean water for 24 hours before grouting. Remove water immediately before application.
- Make certain the most current versions of product data sheets and MSDS are being used; call Customer Service (1-800-433-8517) to verify the most current versions.

• Proper application is the responsibility of the user; field visits by BASF personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

Health and Safety

CONSTRUCTION GROUT

WARNING!

Construction Grout contains silica, crystalline quartz, Portland cement, fumeslime, calcium oxide, gypsum, water, and iron filings.

Notes

Product is alkaline on contact with water and may cause injury to skin or eyes. Ingestion or inhalation of dust may cause irritation. Contains small amount of free respirable quartz which has been listed as a suspected human carcinogen by NTP and IARC. Repeated or prolonged overexposure to free respirable quartz may cause silicosis or other serious and delayed lung injury.

Precautions

Avoid contact with skin, eyes and clothing. Prevent inhalation of dust. Wash thoroughly after handling. Keep container closed when not in use. DO NOT take internally. Use only with adequate ventilation. Use impervious gloves, eye protection and if the TLV is exceeded or used in a poorly ventilated area, use NIOSH/MSHA approved respiratory protection in accordance with applicable Federal, state and local regulations.

First Aid

In case of eye contact, flush thoroughly with water for at least 15 minutes. In case of skin contact, wash affected areas with soap and water. If irritation persists, SEEK MEDICAL ATTENTION. Remove and wash contaminated clothing. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs or if swollen, SEEK IMMEDIATE MEDICAL ATTENTION.

Waste Disposal Method

This product when discarded or disposed of is not listed as a hazardous waste in Federal regulations. Dispose of in a landfill in accordance with local regulations. For additional information on personal protective equipment, first aid, and emergency procedures, refer to the product Material Safety Data Sheet (MSDS) on the job site or contact the company at the address or phone numbers given below.

Proposition 65

This product contains materials listed by the State of California as known to cause cancer, birth defects or other reproductive harm.

VOC Content

0 g/L or 0 lbs/gal less water and exempt solvents. For medical emergencies only, call Chem-Trec (1-800-424-0000).

BASF Construction Chemicals, LLC - Building Systems

829 Wacker Park Drive

St. Louis, MO, 63179

www.BuildingSystems.BASF.com

Customer Service 1-800-433-8517

Technical Service 1-800-533-6733



These test results are based on laboratory conditions and may vary from actual field conditions. For professional use only. Not for sale to be used by the general public.

File No. 100001-010

Date of first release: 01/01/01

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Revised 02/01

ATTACHMENT 5

**Lead-Based Paint Inspection and
Settled Dust Sampling Report
For
Okemah Armory**

ATTACHMENT 6

**Guidelines for Rehabilitation and
Conversion of Indoor Firing Ranges**

Departments of the Army and the Air Force
National Guard Bureau
Arlington, VA 22202-3231
3 November 2006

*NG Pam 420-15

Facilities Engineering

**Guidelines and Procedures for Rehabilitation and
Conversion of Indoor Firing Ranges**

By Order of the Secretaries of the Army and the Air Force:

H STEVEN BLUM
Lieutenant General, USA
Chief, National Guard Bureau

Official:

GEORGE BROCK
Chief, Plans and Policy Division

History. This printing publishes a revision of NG Pam (AR) 385-16/ANGPAM 01-101.

Summary. This pamphlet prescribes policy for rehabilitation and conversion of National Guard Indoor Firing Ranges (IFR).

Applicability. This guidance applies to all persons responsible for the operation of National Guard IFRs. As no regulation/guidance can foresee all situations that might arise, the following is written in a broad scope and is intended to be interpreted so as to ensure compliance with all applicable Federal and State laws and regulations.

Proponent and exception authority. The proponent of this regulation is Chief, NGB-SG-III. The proponent has the authority to approve exceptions to this regulation that are consistent with controlling law and regulation.

Suggested Improvements. Users of this pamphlet are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to NGB-SG-III, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231.

Distribution A

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Glossary

1-1. Purpose

This pamphlet establishes the policy and procedures for rehabilitation and conversion, of National Guard IFRs.

1-2. References

Required and related publications and referenced and prescribed forms are listed in Appendix A.

1-3. Explanation of abbreviations and terms

Abbreviations and special terms used in this publication are listed in the glossary.

1-4. Policy and Procedures

Indoor firing ranges can be safely rehabilitated or converted for other uses, such as a storage area, classrooms or office space, provided the following –

a. Prior to conversion active ranges must be thoroughly decontaminated and cleaned to acceptable levels. *All ranges converted prior to the publication date of this pamphlet, must be inspected and evaluated to determine lead contamination.* This will be accomplished by a certified National Guard Industrial Hygienist (IH) or a person certified to perform inspections, evaluations, and determinations of IFRs IAW with OSHA standards, other nationally accepted standards, and accepted IH practices for maintenance, cleaning, conversion, ventilation, and air sampling of IFRs.

b. The level of cleanliness is to be determined by sampling. The Occupational Safety and Health Administration's (OSHA) Technical Manual, 5th Edition, provides guidance on the methods and techniques needed to collect wipe samples (Appendix D).

(1) Wipe samples must be collected and analyzed prior to and after cleaning

(2) Post-cleaning surface wipe sample results must be less than 200 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) (40 micrograms in the case of child exposure). The sampling strategy, which is the amount and location of wipe samples to be collected, is provided in Appendix C.

c. Equipment/items previously stored in the range must be decontaminated and cleaned to acceptable levels as determined by a person certified to perform inspections, evaluations, and determinations of IFRs IAW with OSHA standards, other nationally accepted standards, and accepted IH practices for maintenance, cleaning, conversion, ventilation, and air sampling of IFRs.

(1) Samples must be collected from equipment/items stored in the range. Sample selection is critical, because the number of items stored, length of storage, and level of contamination differs from range to range. The amount and location of the samples should be representative of the areas where lead dust is most likely to accumulate. The more samples collected, the better the statistical comparison of the results.

(2) Samples must be collected from the smooth surfaces of the equipment/items, as much as possible. Results of samples collected from a rough surface will be inaccurate due to the minimal surface contact of the media. Further, the likelihood of tearing the media filter is greater on rough surfaces.

(3) Samples should also be collected on items stored the longest period of time, and which have not been disturbed. Items stored closest to the bullet trap and firing line are likely to have higher concentrations of lead dust.

1-5. Goal

To ensure that every IFR is free of lead dust which means to test less than 200 micrograms and to reduce the number of unsafe National Guard IFRs.

1-6. Deviation

Deviations from this guidance will require a written exception to policy from your Regional Industrial Hygiene Office. Questions and/or comments regarding this subject should be directed to your Regional Industrial Hygiene Office or Chief, National Guard Bureau, Office of the Joint Surgeon, ATTN: NGB-SG-161, 1411 Jefferson Davis Highway, Arlington, VA 22202-2231.

Chapter 2**Health and Medical Aspects****2-1. Health Effects**

29 Code of Federal Regulations (CFR) 1910.1025, Appendix A, identifies lead as a highly toxic metal. Elemental lead is indestructible, and common in the environment. Lead can enter the body by inhalation (breathing) or

ingestion (eating). In addition, lead is a cumulative poison. It accumulates in the blood, bones, and organs, including the kidneys, brain and liver. Effects include nervous and reproductive system disorders, delays in neurological and physical development, cognitive and behavioral changes, and hypertension. Symptoms include loss of appetite, difficulty sleeping, irritability, fatigue, headache, and inability to concentrate. It can stay in the bones for decades. Worker awareness and training are important to ensure that employees can recognize the symptoms of exposure and get prompt medical attention.

2-2. Medical Surveillance for Occupational Exposure to Lead (Pb)

a. Per 29 CFR 1910.1025 (j)(i-ii), Medical Surveillance - General, "The employer shall institute a medical surveillance program for all employees who are or may be exposed above the action level for more than 30 days per year. The employer shall assure all medical examinations and procedures are performed by or under the supervision of a licensed physician."

b. The DOD 6055.5-M, Occupational Medical Surveillance Manual - Table 2-1 lists medical surveillance criteria for employees "who are or may be exposed above the action level for 30 days/year."

2-3. Air Monitoring

Worker breathing zone air samples must be collected to ensure that personnel are not overexposed to airborne lead during the cleanup phase. Daily air samples will be collected from all personnel involved in the cleanup operation. These exposure levels will be used to evaluate work practices and medical surveillance requirements.

2-4. Wipe Sampling Protocol and Media

A template measuring 10 centimeters by 10 centimeters square, approximately 4 inches square, should be used to accurately measure and mark the area before collecting wipe samples. Samples should be staggered to different areas of the range. A grid system should be utilized. Samples should not be collected all on one section of a wall, or end of the building. OSHA Technical Manual provides the necessary guidance on the technique needed to collect wipe samples (Appendix B). Only distilled or deionized water will be used to saturate dry sample media. At least one field blank must be submitted with every 10 samples. The field blank must be from the same lot, and labeled as a blank.

2-5. Personal Protective Equipment

29 CFR 1910.1025 (f) (2), for housekeeping and rehabilitation the employer shall select respirators from among those approved for protection against dust, fume, and mist by the National Institute for Occupational Safety and Health (NIOSH), under the provision of 42 CFR part 84. The employer shall institute a respiratory protection program in accordance with 29 CFR 1910.134 (b), (d), (e) and (f). As a minimum, personnel conducting the decontamination of the range will be provided with the following personal protective equipment.

a. Under 29 CFR 1910.1025 (g). For employees engaged in range rehabilitation and/or range conversion the employer shall provide at no cost to the employee, and ensure that the employee uses appropriate protective work clothing and equipment such as, but not limited to:

- (1) Protective coveralls with hood and shoe covers or disposable Tyvek™ full body suit
- (2) Disposable rubber gloves; and disposable shoe coverlets (if necessary).
- (3) Full-face air purifying respirator with P-100 cartridges.

b. The employer shall provide the clothing required in a clean and dry condition at least daily to employees engaged in the conversion of IFRs.

c. The employer shall provide for the cleaning, laundering, or disposal of used or contaminated protective clothing and equipment.

d. The employer shall assure that all protective clothing is removed at the completion of a work shift only in areas designated for that purpose (Change Areas or Change Rooms).

e. The employer will ensure that contaminated protective clothing that is to be cleaned, laundered, or disposed of, is placed in a closed container in the change area that seals sufficiently enough to prevent dispersion of lead dust.

f. The employer will further inform in writing any person who cleans or launders protective clothing or equipment of the potentially harmful effects of exposure to lead.

g. The employer will ensure that the containers of contaminated protective clothing and equipment are labeled as follows: **CAUTION: CLOTHING CONTAMINATED WITH LEAD. DO NOT REMOVE DUST BY BLOWING OR SMOKING. DISPOSE OF LEAD CONTAMINATED WASH WATER IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, OR FEDERAL REGULATIONS.**

Chapter 3 Education, Maintenance, Cleaning and Conversion

3-1. Worker Education

a. 29 CFR 1910.1025, Appendix B, requires an information and training program for all employees exposed to lead above the action level or who may suffer skin or eye irritation from lead. The program must inform the employees of the specific hazards associated with their work environment, protective measures which can be taken, the danger of lead to their bodies (including their reproductive systems), and their rights under the standard. In addition you must make readily available to all employees, including those exposed below the action level, a copy of this standard and its appendices. This training program will be repeated annually for personnel in range cleanup operations.

b. The commander/supervisor will ensure that each soldier or Army National Guard (ARNG) employee is informed of the following:

- (1) The content of the standard and its appendices.
- (2) The specific nature of operations that could result in exposure to lead above the action level.
- (3) The purpose, proper selection, fitting, use and limitations of respirators.
- (4) The purpose and a description of medical surveillance program.
- (5) Eating and drinking are prohibited in lead contaminated areas.
- (6) Smoking and smoking materials will not be permitted in contaminated areas.
- (7) Soldiers and ARNG employees must wash their hands and other exposed skin whenever they leave the work area.

- (8) The engineering controls and work practices associated with the individual's job assignment.
- (9) The contents of any compliance plan in effect.

(10) Instructions to soldiers and ARNG employees that chalking agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician.

3-2. Range Cleaning Instructions

a. Written procedures, such as a scope of work, or standing operating procedure that complies with all Federal, State and local regulations must be established prior to decontamination operations.

b. The range ventilation system will be in operation during range cleaning to ensure that a negative pressure environment is maintained. In the absence of mechanical ventilation system, all doors and windows will be sealed to eliminate fugitive emissions.

c. A High Efficiency Particulate Air (HEPA) filtered vacuum system, which is designed to collect loose surface lead dust particles, is the preferred method of cleanup. If a HEPA filtered vacuum is not available, the range can be cleaned using a wet method.

d. Prohibited methods include:

(1) Wet cleaning using high-pressure systems, since this method may embed the lead into the substratum and generate large quantities of hazardous waste.

(2) Dry sweeping is not permitted.

e. All surface areas of the range must be cleaned. In addition, areas outside of the IFR where lead can be tracked must be cleaned.

f. The preferred progression of cleaning is from top to bottom and from behind the steel bullet trap to the firing line.

- (1) Clean the steel bullet trap, areas in front of and behind the bullet trap, and the steel bullet trap plate(s), after removing the sand (if applicable).
- (2) Clean the ceiling, floors, lights, baffles, retrieval system, heating system(s), and ventilation duct(s).
- (3) Vacuum and remove acoustical material. *Polishing over this material is not recommended.*
- (4) Clean the floor the last, starting at the bullet trap and ending behind the firing line.

g. When using a HEPA filtered vacuum, vacuum all surface areas until no dust or residue is visible.

h. Any general purpose cleaning solutions can be used for the wet method. However, Spic and Span™ has been found to be an effective cleaning solution by other Army organizations. Mix new solutions of cleaning solution frequently. Wet wiping will require dual containers of water; one container for wetting the applicator (sponge, rag, sponge, etc.) and the other container for rinsing the applicator after the dust has been wiped from the surfaces. After wet wiping all surfaces, permit the area to dry.

i. Properly dispose of all hazardous waste. Do not place lead contaminated waste into the sewer system or onto the ground.

(1)

(2) Mop-heads, sponges and rags will be discarded as hazardous waste following cleanup.

j. A thorough visual inspection to detect dust should be made following cleanup and prior to collecting post surface wipe samples.

k. Wood floors should receive a coat of deck enamel or urethane; concrete floors should be sealed with deck enamel.

l. As a variety of conditions exist in ranges, unique situation may arise and specific written guidance from your Regional Industrial Hygiene Office may be required.

m. Any cleaning activities must be under the supervision by a trained and competent personnel IAW with OSHA and other nationally accepted standards and the work shall be according to current industry engineering standards under the control of the State Construction and Facilities Management Officer. Cleaning must recognize that there likely will be "background" lead presence in the readiness center totally independent of the existence of an indoor range and that the method of cleaning is less important than achieving the goal of less than 200 micrograms (40 micrograms in the case of child exposure).

3-3. Cleaning Stored Contaminated Equipment

a. Equipment contaminated (sample result is higher than 200 ug/ft²) with lead dust must be decontaminated before it is removed from the range.

b. Equipment located near the bullet trap and firing line should be cleaned first and then removed. The cleaning method depends on the size of the equipment and the material it is comprised of, i.e. metal, wood, concrete, porous, non-porous, smooth or rough finish etc. However, either HEPA vacuum or the wet wipe method will be used. Refer to paragraph 3-2 for additional guidance.

c. Every attempt should be made to clean and reclaim items since disposing of equipment, as hazardous waste is costly and wasteful. Only as a last resort will the item be discarded as hazardous waste. Porous items, such as office partitions and carpet that were present during firing should be considered grossly contaminated and be discarded unless analysis proves otherwise. Consult your State Environmental Office for the proper hazardous waste disposal methods.

3-4. Contaminated Sand and Lead Waste

Consult your State Environmental Office for specific disposal guidance to ensure compliance with local laws and regulations.

3-5. Range Rehabilitation

This chapter applies to all IFRs that have been identified as candidates for rehabilitation. It provides further guidance for cleaning and/or sampling that might be required prior to the start of rehabilitation.

a. The portion(s) of the range to under go rehabilitation must be sampled to determine the level of lead contamination. Wipe samples will be taken per the established sampling protocol. See Appendix B.

b. All personnel involved in range rehabilitation will wear a NIOSH approved respirator (P-100) and proper personal protective equipment as prescribed in paragraph 2-5 above.

c. Prior to the start of rehabilitation, the environmental office must be notified to determine the disposition of any debris containing hazardous materials (lead).

d. Supervision shall be by a person who is certified to perform inspections, evaluations, and determinations of IFRs IAW with OSHA standards, other nationally accepted standards, and accepted IH practices for maintenance, cleaning, conversion, ventilation, and air sampling of IFRs. All work shall be according to current industry engineering standards under the control of the State Construction and Facilities Management Officer.

3-6. Conversion of Indoor Firing Ranges

Prior to the start of decontamination, employers must ensure that all procedures to be used comply with Federal, State, and local regulations. To ensure that all lead contamination is eradicated, the following procedure is established.

a. The State shall follow the project approval process as delineated in NGR 420-10 or NGR 415-5 if the use of the military construction appropriation is requested.

b. All ranges slated for conversion will be inspected and evaluated by the NGB Regional Industrial Hygiene Office.

- c. All equipment stored in the range, if applicable, prior to the start of decontamination must be sampled, decontaminated, re-sampled and removed or turned in as lead contaminated material.
- d. All acoustical tiles and/or sound proofing material (if applicable) must be removed and turned in as lead contaminated material through the environmental office.
- e. The bullet trap, target retrieval system and firing line stations must be removed and turned in as lead containing material through the environmental office.
- f. Light fixtures and ventilation system grills must be removed and decontaminated.
- g. Ventilation system ducts need to be decontaminated or removed and replaced.
- h. The exhaust fans and/or the complete ventilation air-handling unit (if applicable) must be decontaminated or removed to include roof fans.
- i. Cover all openings of any component previously decontaminated prior to start of interior decontamination of the firing range.
- j. Prior to start of washing, the interior of the range should be vacuumed with a HEPA filtered vacuum. The range should be washed using a cleaning solution of hot water and Spic and Span in five gallons of hot water. A progression of cleaning from top to bottom, and from back to front should be used. All surface areas of the range must be cleaned. Mix new solutions of water frequently. Washing will require dual containers of water, one container for wetting the applicators (mops, rags, sponges, etc.), and the other container for rinsing the applicators. *Properly dispose of all hazardous waste and do not place any lead contaminated waste into the sewer system or onto the ground.* Mop heads, sponges and rags will be discarded as hazardous waste following decontamination of the range. After completion of decontamination, and prior to taking clearance samples, the ventilation system must be run for a period of 36 hours. Wipe clearance samples will be taken from ceiling, walls and floors. The range will be considered clean if no clearance sample is greater than 200 ug/ft², if any sample is above 200 ug/ft², the range is not considered clean, the range will need to be re-washed until clearance samples are below 200 ug/ft².
- k. The regional industrial hygienist will do quality assurance sampling as needed.
- l. After obtaining clearance, the walls of the range will be coated with a sealant (Noi Faint), which is smooth, wood floors will receive a coat of deck enamel or urethane, concrete floors will be sealed with deck enamel. After sealing, floors will be tiled or covered with linoleum.
- m. As a variety of conditions exist in ranges, unique situations may arise and specific written guidance from the Regional Industrial Hygiene Office may be required.
- n. All personnel involved in the decontamination/conversion of IFRs as a minimum will be provided with the following personal protective equipment:
- (1). Full Face air purifying respirator with HEPA cartridges. The requirements outline in 29 CFR 1910.134, must be met prior to placing workers in respiratory protection.
 - (2). Individuals will be provided personal protective equipment as required per paragraph 2-5, this pamphlet.
- o. Any conversion must be supervised by a person certified to perform inspections, evaluations, and determinations of IFRs IAW with OSHA standards, other nationally accepted standards, and accepted IH practices for maintenance, cleaning, conversion, ventilation, and air sampling of IFRs. All work shall be according to current industry engineering standards under the control of the State Construction and Facilities Management Officer. Cleaning must recognize that there likely will be "background" lead presence in the readiness center totally independent of the existence of an indoor range and that the method of cleaning is less important than achieving the goal of less than 200 micrograms (40 micrograms in the case of child exposure).
- p. After conversion, lead testing shall continue on an annual basis to verify that no lead migration from the substrate is occurring.

Appendix A
References

Section I
Required Publications

There are no entries in this section

Section II
Related Publications

ASTM E1792-03
Standard Specification for Wipe Sampling Materials for Lead in Surface Dust

AR 11-34
The Respiratory Protection Program

AR 40-5
Preventive Medicine

DODI 6055.5
Industrial Hygiene and Occupational Health

DOD 6055.5-M
Occupational Medical Surveillance Manual

29 CFR, Part 1910
Occupational Safety and Health Administration, Department of Labor

National Institute for Occupational Safety and Health (NIOSH) 76-130
Lead Exposure and Design Considerations for Indoor Firing Ranges, Department of Health, Education and Welfare

NGR 385-15
Policy and Responsibilities for Inspection, Evaluation and Operation Army National Guard National Guard Indoor firing Ranges (IFRs).

NGR 415-5
Army National Guard Military Construction Program Development and Execution

NGR 420-10
Construction and Facilities Management Office Operations

Technical Manual, 5th Edition
Occupational Safety and Health Administration, Department of Labor

Section III
Prescribed Forms

There are no entries in this section

Section IV
Referenced Forms

There are no entries in this section.

Appendix B
Protocol for Collecting Wipe Samples

B-1. If multiple samples are to be collected at the work site, prepare a rough sketch of the area(s) or room(s), which are to be wipe sampled.

B-2. A new set of clean, impervious gloves should be used for each sample to avoid contamination of the media by previous samples and to prevent contact with the substance.

B-3. Wipe Samples

- a. If using Ghost Wipes™, tear open the individually sealed package. Remove the moistened wipe. Unfold the wipe.
- b. If using a dry media such as MCE or Whatman™ filter, moisten the filter with distilled or deionized water prior to sampling.

B-4. Place a 10 centimeter by 10 centimeter template on the area to be wiped.

B-5. Apply uniform firm pressure while wiping the area inside the template.

B-6. To ensure that all portions of the partitioned area are wiped, start at the outside edge and progress toward the center making concentric squares decreasing in size.

B-7. After collecting a sample, fold the filter or wipe inward and place into a container and number it. Note the number at the sample location on the sketch.

B-8. At least one blank filter treated in the same fashion but without wiping, should be submitted to the laboratory.

Appendix C
Sampling Strategy for Collection of Wipe Samples

C-1. Prior to cleaning the ranges, three samples must be collected and analyzed for total lead dust on each surface, i.e., floor, ceiling, bullet trap, and wall to include the plenum wall, if applicable. In addition, a total of three samples should be collected from areas which have been least disturbed by air flow. Established walkways should be avoided.

C-2. Samples should be collected from different areas of the range. A grid system should be utilized. Each range surface area should be divided evenly into 3 by 3 sections. Samples should not be collected from only one section of a wall or area of the building.

Glossary

**Section I
Abbreviations**

ARNG
Army National Guard

CFR
Code of Federal Regulations

HEPA
High Efficiency Particulate Air

IFR
Indoor Firing Range

NIOSH
National Institute for Occupational Safety and Health

OSHA
Occupational Safety and Health Administration

ug/ft²
Micrograms per square foot

**Section II
Terms**

Air monitoring
The sampling for and measuring of pollutants in the atmosphere.

Breathing zone
The imaginary globe of two feet radius surrounding the head.

General area
Collection of and later analysis of airborne contaminants in a given work environment. As the sampling pump and collection media are not attached to a worker, the concentrations found represent average concentrations in that area but may not representative of the actual exposure of the worker.

HEPA
Refers to high efficiency particulate air filter systems capable of capturing up to 99.97 percent of particles 0.3 microns in size or larger.

Lead-Contaminated Range
It is assumed that all IFRs, which have been fired in, are lead-contaminated.

Respirator
A device designed to provide the wearer with respiratory protection against inhalation of airborne contaminants.

Wipe Sample
The terms wipe, swipe, or smear samples are used synonymously to describe the techniques utilized for assessing lead surface contamination.

3 November 2006

NGP 420-15

Section III
Special Abbreviations and Terms

This section contains no entries

FINAL ABATEMENT REPORTS

FINAL REPORT

FOR

OKEMAH ARMORY

**302 South Sertco Road
OKEMAH, OKLAHOMA 74859**

BY

**ABATEMENT SYSTEMS, INC.
P.O. BOX 773
BROKEN ARROW, OK. 74013
(918) 251-2504 / (800) 256-2096
Abatement2@aol.com**

TABLE OF CONTENTS

FLOOR PLAN OF OKEMAH ARMORY

SUMMARY OF WORK

POST REMEDIATION SAMPLING REPORT

Asbestos – Sampling done by DEQ

Lead – Sampling done by DEQ

WASTE MANIFESTS

Asbestos – N/A – See Summary of Work

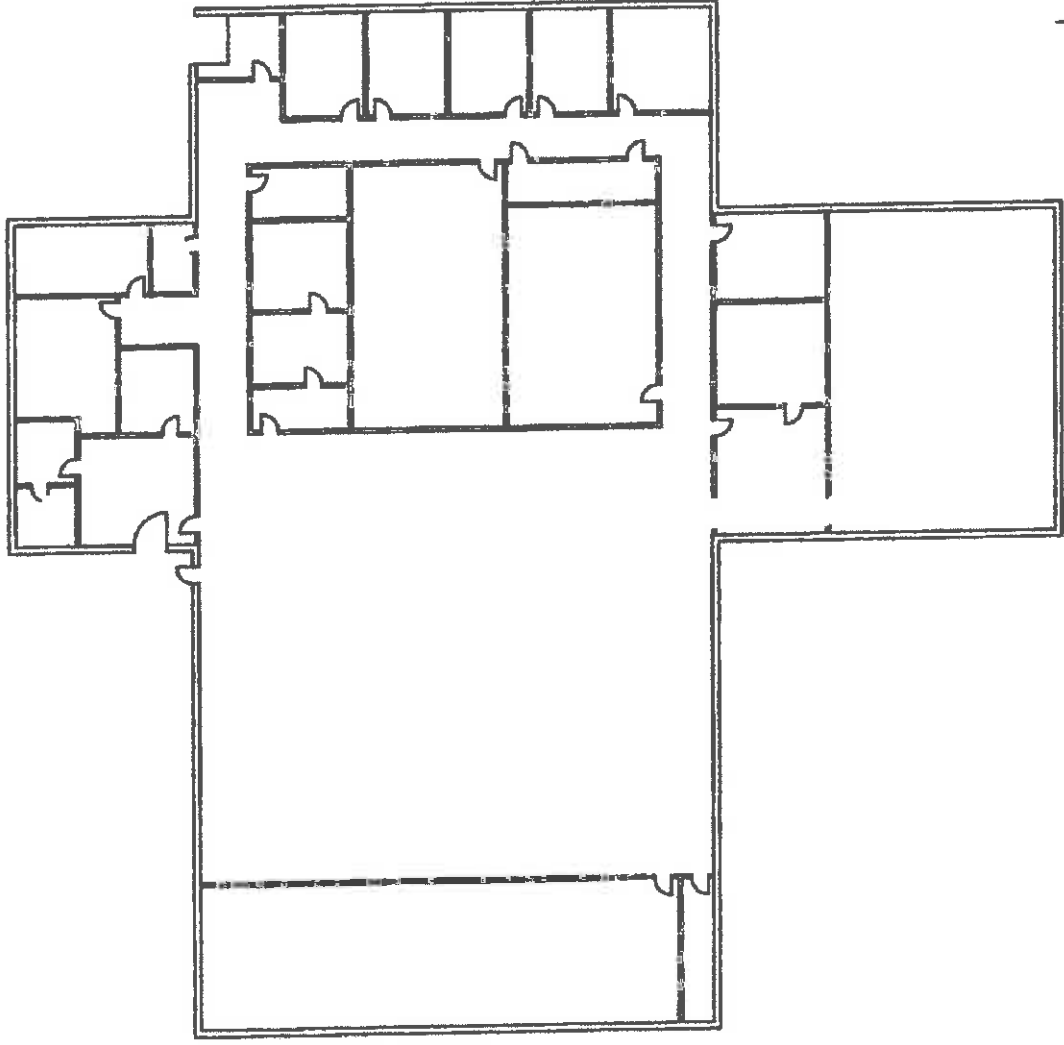
Lead – N/A – See Summary of Work

PHOTO DOCUMENTATION OF WORK

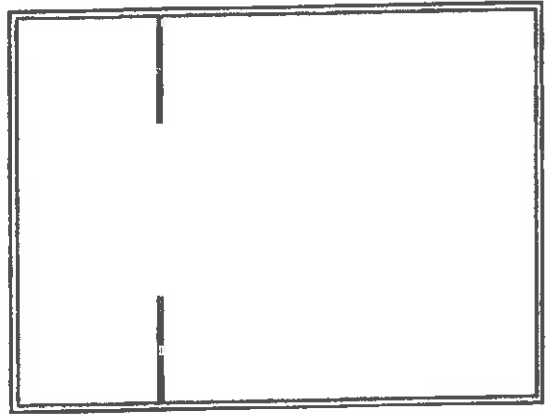
OKEMAH ARMORY FLOOR PLAN



NOT TO SCALE



MAIN BUILDING



MOTOR POOL BUILDING

SUMMARY OF WORK – OKEMAH ARMORY

Prepared abatement areas (floor tile and mastic) and began removal in accordance with the asbestos scope of work. Floor tile was removed first and properly disposed of (non-friable, non-regulated), followed by mastic removal with disposal in same manner. All floors mopped with detergent and clean water, all carpet vacuumed and disposed of as non-contaminated. DEQ contacted for final visual inspection as well as GMR and Associates.

Decontamination for lead dust began on drill floor, window sills, shelving, and firing range. Pre-clean was completed on areas followed immediately by final wipe and vacuum. DEQ was contacted for wipe sampling.

After failing in four areas, locations were re-cleaned and re-tested by DEQ with all surfaces passing. All areas were locked down with Lead Lock and paint. Final analysis – all under 40 ug/sf.

OKEMAH ARMORY



FLOOR TILE REMOVAL



MASTIC REMOVAL

OKEMAH ARMORY



CLASSROOM AFTER FLOOR TILE AND MASTIC REMOVAL



CLASSROOM AFTER FLOOR TILE AND MASTIC REMOVAL

OKEMAH ARMORY



HALLWAY AFTER REMOVAL



DRILLFLOOR - PRE-CLEANING

OKEMAH ARMORY



DRILL FLOOR CLEANING



STAGING AREA FOR FIRING RANGE CLEANING

OKEMAH ARMORY



**WINDOW SEAT
DECONTAMINATED**

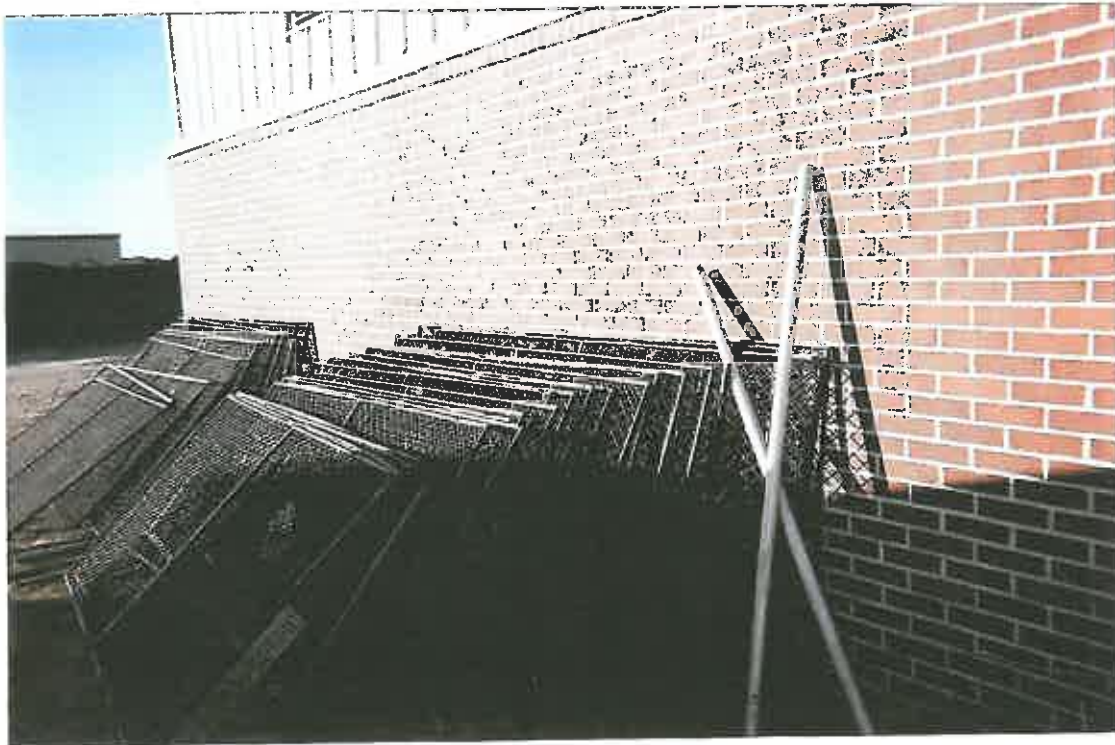


**DRILL FLOOR
WINDOW SEATS
WIPED AND VACUUMED**

OKEMAH ARMORY



FIRING RANGE INSULATION - CLEANED AND TAPED



FIRING RANGE CAGES WASHED, VACUUMED, STORED OUTSIDE

OKEMAH ARMORY



DRILL FLOOR FINAL CLEAN



DRILL FLOOR FINAL CLEAN

OKEMAH ARMORY



FIRING RANGE LOCKDOWN PREP



FIRING RANGE LOCKDOWN

OKEMAH ARMORY



FIRING RANGE FLOOR SEAL

CONFIRMATION SAMPLING

CONFIRMATION SAMPLING RESULTS

Okemah Armory

The Department of Environmental Quality (DEQ) personnel sampled the Okemah Armory for lead dust to confirm room floors were below the Housing and Urban Development (HUD) standard of 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for child occupied facilities, to confirm window sills were below the Housing and Urban Development (HUD) standard of 250 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and to confirm walls and floor of the indoor firing range (IFR) were below 200 $\mu\text{g}/\text{ft}^2$ after all lead dust abatement was complete. Once all IFR samples were below 200 $\mu\text{g}/\text{ft}^2$ the walls, ceiling, and floor were sealed with a sealant. After sealant was applied, the walls and floor of the IFR were sampled for lead dust to confirm these areas were below the HUD standard of 40 $\mu\text{g}/\text{ft}^2$. Below is a summary of the sample events and results.

On December 19, 2012, DEQ personnel sampled areas of the building where lead dust was elevated before abatement was performed and areas where there was a potential for lead dust to be tracked from elevated areas to confirm these areas were below the HUD standard of 40 $\mu\text{g}/\text{ft}^2$ on floors and 250 $\mu\text{g}/\text{ft}^2$ on window sills. DEQ personnel also sampled the walls and floor of the IFR to confirm these areas were below 200 $\mu\text{g}/\text{ft}^2$. Below is a summary of the results. Sample results are attached (**Attachment 1**).

- All samples taken on the floors of the building outside the IFR were below 40 $\mu\text{g}/\text{ft}^2$.
- One sample was taken on a window sill that had previously tested high for lead. This sample came back above 250 ($\mu\text{g}/\text{ft}^2$).
 - Sample #1 – Result = 433 $\mu\text{g}/\text{ft}^2$
- Two samples taken on the back wall of the IFR were above 200 $\mu\text{g}/\text{ft}^2$. (DEQ personnel found embedded bullet fragments in concrete in this location)

- Sample #26 – Result = 393 $\mu\text{g}/\text{ft}^2$
- Sample #28 – Result = 250 $\mu\text{g}/\text{ft}^2$

On January 8, 2013, After DEQ contractors had cleaned window sills, DEQ personnel sampled all window sills in the area where the previous window sill had tested high for lead dust to confirm these window sills were below the HUD standard of 250 $\mu\text{g}/\text{ft}^2$. DEQ personnel sampled floors of four rooms where carpet had been removed and floors cleaned by DEQ contractors to confirm these areas were below the HUD standard of 40 $\mu\text{g}/\text{ft}^2$. After DEQ contractors had cleaned IFR back wall, applied construction grout over back wall, encapsulated all walls and ceiling of the IFR with lead-based paint encapsulant and encapsulated floor of the IFR with concrete epoxy, DEQ personnel sampled the walls and floor of the IFR for lead dust to confirm these surfaces were below the HUD standard of 40 $\mu\text{g}/\text{ft}^2$. Below is a summary of the results. Sample results are attached **(Attachment 2)**.

- All samples were below 40 $\mu\text{g}/\text{ft}^2$.

ATTACHMENT 1

DECEMBER 19, 2012 SAMPLE RESULTS



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax: (405) 755-2058

**State of Oklahoma
DEQ Land Protection
Attn: Dustin Davidson
707 N. Robinson
Oklahoma City, OK 73102**

Re: Quantem ID 216441

Quantem appreciates the opportunity to provide analytical testing services to you. Attached are your reports and other supporting documentation for the above referenced project.

Thank you for making Quantem your lab of choice. If you have any question concerning this or other reports please feel free to contact us at 800-822-1650.

We continually work to improve our service. Help us out by providing feed back on your experience at www.QuanTEM.com. Click on Service Survey and fill out the form. We look forward to hearing from you.

Respectfully,
Quantem Laboratories, LLC.





2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Environmental Chemistry Analysis Report

Quantem Set ID: 216441
Date Received: 12/19/12
Received By: Joanna Mueller
Date Sampled:
Time Sampled:
Analyst: BM
Date of Report: 12/20/2012

Client: State of Oklahoma
 DEQ Land Protection
 Attn: Dustin Davidson
 707 N. Robinson
 Oklahoma City, OK 73102
Acct. No.: B486
Project: Okemah Armory
Location: Okemah, OK
Project No.: N/A

AIHA ID: 101352

Quantem ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
001	1	Wipe	Lead	433	32	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
002	2	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
003	3	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
004	4	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
005	5	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
006	6	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
007	7	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
008	8	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
009	9	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
010	10	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
011	11	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
012	12	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
013	13	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
014	14	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
015	15	Wipe	Lead	52.6	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
016	16	Wipe	Lead	97.1	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
017	17	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100

Note: Sample results have not been corrected for blank values.

This report applies only to the standards or procedures indicated and to the specific samples tested. It is not indicative of the qualities of apparently identical or similar products or procedures, nor does it represent an ongoing assurance program unless so noted. These reports are for the exclusive use of the client and are not to be reproduced without specific written permission.

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.

EPA Method 7000B (1) = EPA 600/R-93/200 Preparation Modified. EPA 7000B Analysis Modified

EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Environmental Chemistry Analysis Report

QuantEM Set ID: 216441
Date Received: 12/19/12
Received By: Joanna Mueller
Date Sampled:
Time Sampled:
Analyst: BM
Date of Report: 12/20/2012

Client: State of Oklahoma
 DEQ Land Protection
 Attn: Dustin Davidson
 707 N. Robinson
 Oklahoma City, OK 73102
Acct. No.: B486
Project: Okemah Armory
Location: Okemah, OK
Project No.: N/A

AIHA ID: 101352

QuantEM ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
018	18	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
019	19	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
020	20	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
021	21	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
022	22	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
023	23	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
024	24	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
025	25	Wipe	Lead	141	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
026	26	Wipe	Lead	393	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
027	27	Wipe	Lead	149	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
028	28	Wipe	Lead	250	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
029	29	Wipe	Lead	173	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
030	30	Wipe	Lead	102	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
031	31	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
032	32	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
033	33	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100
034	34	Wipe	Lead	<16.0	16	ug/sq. Ft.	12/20/12 14:45	W NIOSH 9100

Note: Sample results have not been corrected for blank values.

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EPA Method 7000B (1) = EPA 600/R-93/200 Preparation Modified. EPA 7000B Analysis Modified

EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Environmental Chemistry Analysis Report

Quantem Set ID: 216441
Date Received: 12/19/12
Received By: Joanna Mueller
Date Sampled:
Time Sampled:
Analyst: BM
Date of Report: 12/20/2012

Client: State of Oklahoma
DEQ Land Protection
Attn: Dustin Davidson
707 N. Robinson
Oklahoma City, OK 73102
Acct. No.: B486
Project: Okemah Armory
Location: Okemah, OK
Project No.: N/A

AIHA ID: 101352

Quantem ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
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Authorized Signature: _____

Benton Miller, Analyst

Note: Sample results have not been corrected for blank values.
This report applies only to the standards or procedures indicated and to the specific samples tested. It is not indicative of the qualities of apparently identical or similar products or procedures, nor does it represent an ongoing assurance program unless so noted. These reports are for the exclusive use of the client and are not to be reproduced without specific written permission.
Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.
Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.
EPA Method 7000B (1) = EPA 600/R-93/200 Preparation Modified. EPA 7000B Analysis Modified
EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified

Supplemental Report QAQC Results

QA ID: 10653
Test: Lead

Date: 12/20/2012
Matrix: Wipe

Lab Number: 216441
Approved By: Benton Miller
Date Approved: 12/20/2012

Notes:

Blank Data:

Type of Blank	Blank Value
FCB	0
Matrix Blank	0

Standards Data:

Standard	Low Limit	Obtained	High Limit
CCV	4.5	5	5.5
FCV	4.5	5.4	5.5
ICV	0.9	1.1	1.1
RLVS	0.256	0.284	0.384

Duplicate Data:

Recovery Data:

Sample Number	Result	Spike Level	Result + Spike	% Recovery	Dup. Result + Spike	% Dup. Recovery	% Spike RPD
MS-W2	0.000	5.178	5.988	115.6	5.344	103.2	11.4
MS-W1	0.000	5.199	5.585	107.4	5.434	104.5	2.7

Authorized Signature: _____


Benton Miller, Analyst



www.QuanTEM.com

LEAD CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

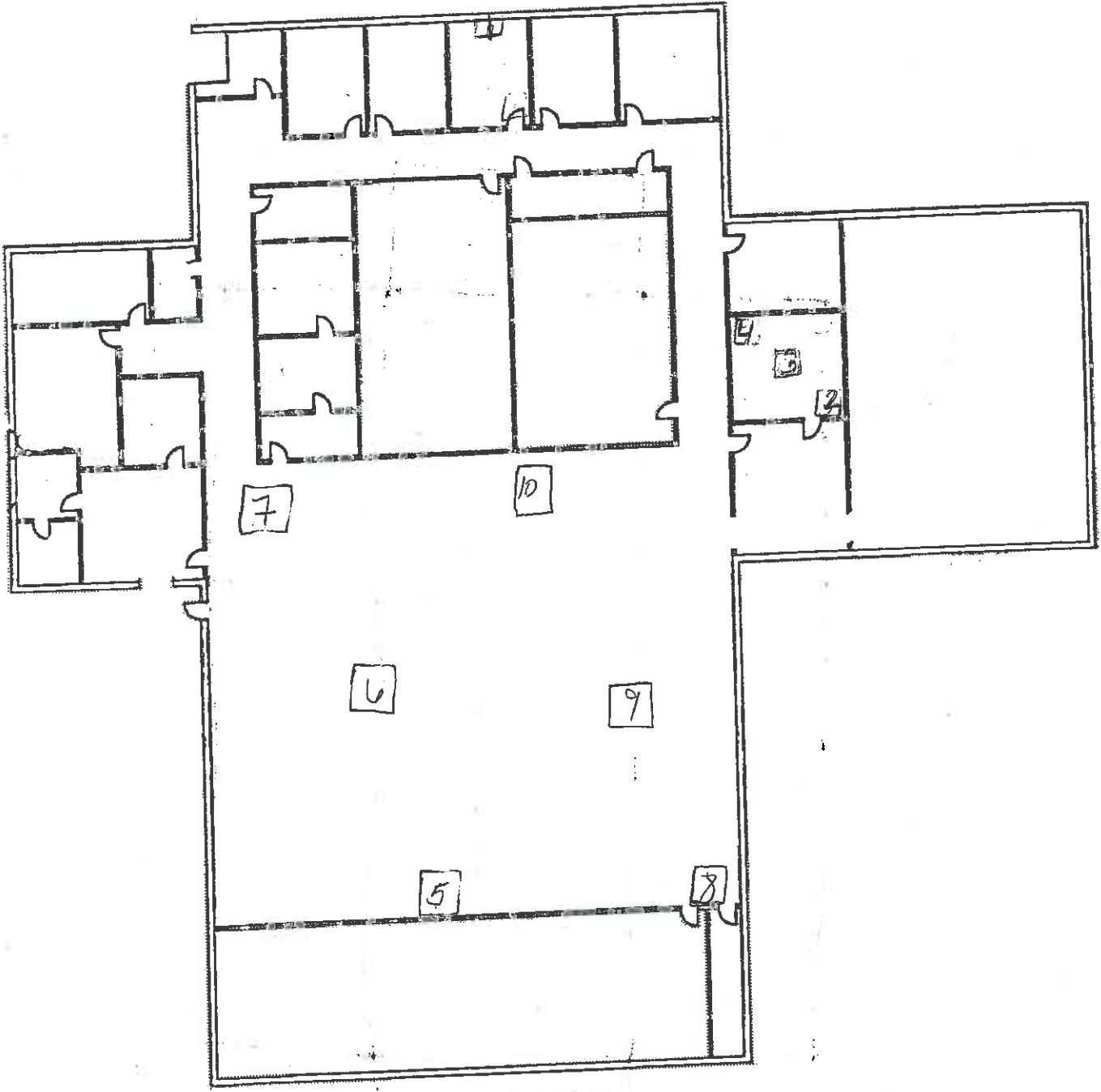
LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

Contact Information		Project Information	
Company: DEQ	Phone: 405-702-5115	Project Name: Okevah Armory	Report Results (<input checked="" type="checkbox"/> one box)
Contact: Dustin Davidson	Cell Phone: 405-317-4292	Project Location: Okevah, OK	Quantem Website
Account #: _____	E-mail: dustin.davidson@deq.ok.gov	Project ID: _____	Other: _____

Sampled By: Dustin Davidson	Date: 12/19/12
RELINQUISHED BY: Dustin Davidson	DATE & TIME: 12/19/12 4:30 Drop off
VIA: _____	RECEIVED BY: [Signature]
DATE & TIME: 12/19/12 4:30	DATE & TIME: 12/19/12 4:33

No.	Sample ID (10 Characters Max)	Sample Description	Volume (Liters)	Volume Area (Length x Width)	Sample Matrix (see matrix code box)	Analysis					Sample Matrix Codes	
						Pb	mg / l	mg / ft ²	mg / m ²	mg / cm ²		Units: (<input checked="" type="checkbox"/> ONE box only)
1	1											A
2	2-34			6" X 12"	C	X						B
3				12" X 12"	C	X						C
4												D
5												E
6												
7												
8												
9												
10												
11												
12												

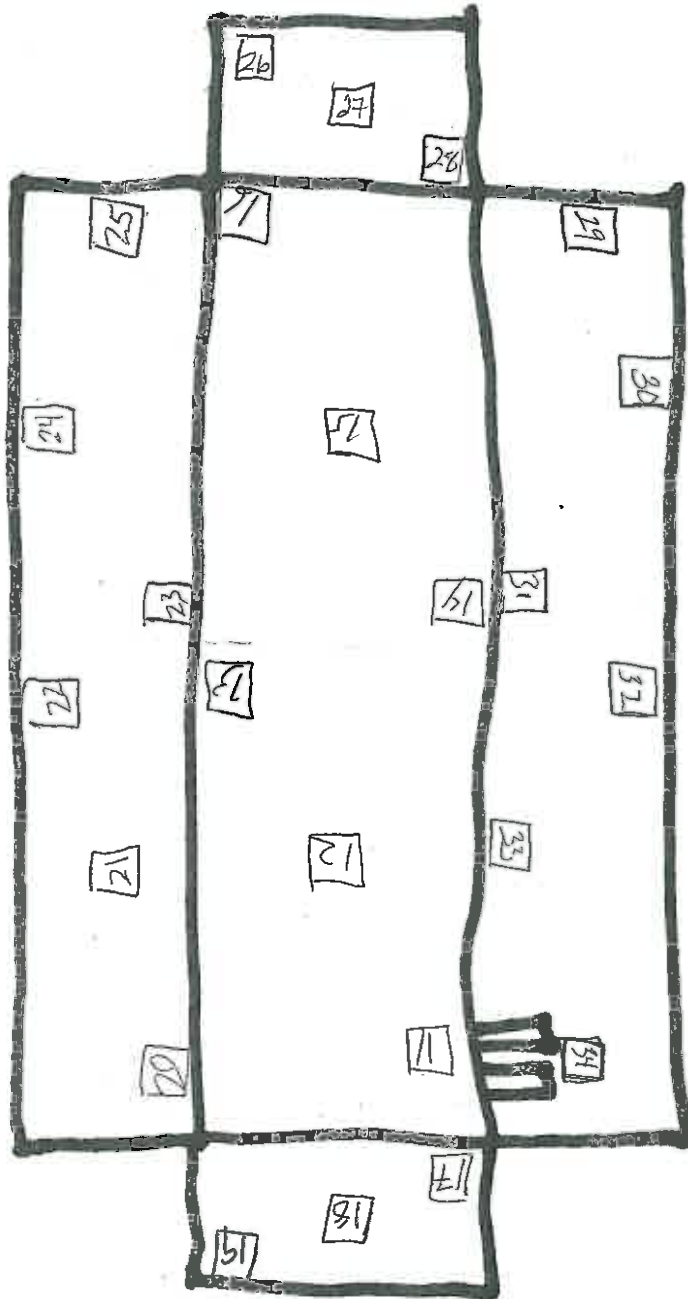
TURNAROUND TIME	
Same Day	
X 24 - Hour	
3 - Day	
5 - Day	



MAIN BUILDING

#216441

#216441



ATTACHMENT 2

JANUARY 8, 2012 SAMPLE RESULTS



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

**State of Oklahoma
Dept. of Environmental Quality
707 N. Robinson
Oklahoma City, OK 73102**

Re: Quantem ID 216879

Quantem appreciates the opportunity to provide analytical testing services to you. Attached are your reports and other supporting documentation for the above referenced project.

Thank you for making Quantem your lab of choice. If you have any question concerning this or other reports please feel free to contact us at 800-822-1650.

We continually work to improve our service. Help us out by providing feed back on your experience at www.QuanTEM.com. Click on Service Survey and fill out the form. We look forward to hearing from you.

Respectfully,
Quantem Laboratories, LLC.





2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Environmental Chemistry Analysis Report

QuantEM Set ID: 216879	Client: State of Oklahoma
Date Received: 01/09/13	Dept. of Environmental Quality
Received By: Barbara Holder	707 N. Robinson
Date Sampled:	Oklahoma City, OK 73102
Time Sampled:	Acct. No.: A795
Analyst: BM	Project: Okemah Armory
Date of Report: 1/9/2013	Location: Okemah, Ok
	Project No.: N/A

AIHA ID: 101352

QuantEM ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
001	1	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
002	2	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
003	3	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
004	4	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
005	5	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
006	6	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
007	7	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
008	8	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
009	9	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
010	10	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
011	11	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
012	12	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
013	13	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
014	14	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
015	15	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
016	16	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
017	17	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100

Note: Sample results have not been corrected for blank values.

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Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.

EPA Method 7000B (1) = EPA 600/R-93/200 Preparation Modified. EPA 7000B Analysis Modified

EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified



2033 Heritage Park Drive / Oklahoma City, OK 73120 / (405) 755-7272 / Fax (405) 755-2058

Environmental Chemistry Analysis Report

QuantEM Set ID: 216879
Date Received: 01/09/13
Received By: Barbara Holder
Date Sampled:
Time Sampled:
Analyst: BM
Date of Report: 1/9/2013

Client: State of Oklahoma
Dept. of Environmental Quality
707 N. Robinson
Oklahoma City, OK 73102

Acct. No.: A795

Project: Okemah Armory

Location: Okemah, Ok

Project No.: N/A

AIHA ID: 101352

QuantEM ID	Client ID	Matrix	Parameter	Results	Reporting Limits	Units	Date/Time Analyzed	Method
018	18	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
019	19	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
020	20	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
021	21	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
022	22	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
023	23	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
024	24	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
025	25	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
026	26	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
027	27	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100
028	28	Wipe	Lead	<16.0	16	ug/sq. Ft.	01/09/13 13:00	W NIOSH 9100

Authorized Signature: _____

Benton Miller, Analyst

Note: Sample results have not been corrected for blank values.

This report applies only to the standards or procedures indicated and to the specific samples tested. It is not indicative of the qualities of apparently identical or similar products or procedures, nor does it represent an ongoing assurance program unless so noted. These reports are for the exclusive use of the client and are not to be reproduced without specific written permission.

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Wipe materials must meet ASTM E1792 criteria. Method detection limits and resultant reporting limits may not be valid for non-ASTM E1792 wipe material.

EPA Method 7000B (1) = EPA 600/R-93/200 Preparation Modified. EPA 7000B Analysis Modified

EPA Method 7082 (2) = EPA 600/R-93/200 Preparation Modified. EPA 7082 Analysis Modified

Supplemental Report QAQC Results

QA ID: 10700
Test: Lead

Date: 1/9/2013
Matrix: Wipe

Lab Number: 216879
Approved By: Benton Miller
Date Approved: 1/9/2013

Notes:

Blank Data:

Type of Blank	Blank Value
FCB	0.016
Matrix Blank	0.0114

Standards Data:

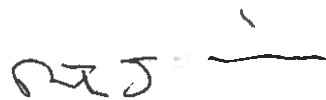
Standard	Low Limit	Obtained	High Limit
CCV	4.5	5	5.5
FCV	4.5	5.2	5.5
ICV	0.9	1	1.1
RLVS	0.256	0.338	0.384

Duplicate Data:

Recovery Data:

Sample Number	Result	Spike Level	Result + Spike	% Recovery	Dup. Result + Spike	% Dup. Recovery	% Spike RPD
MS-W2	0.000	5.178	4.705	90.9	4.843	93.5	2.9
MS-W1	0.000	5.178	5.232	101.0	5.369	103.7	2.6

Authorized Signature: _____



Benton Miller, Analyst



www.QuanTEM.com

LEAD CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

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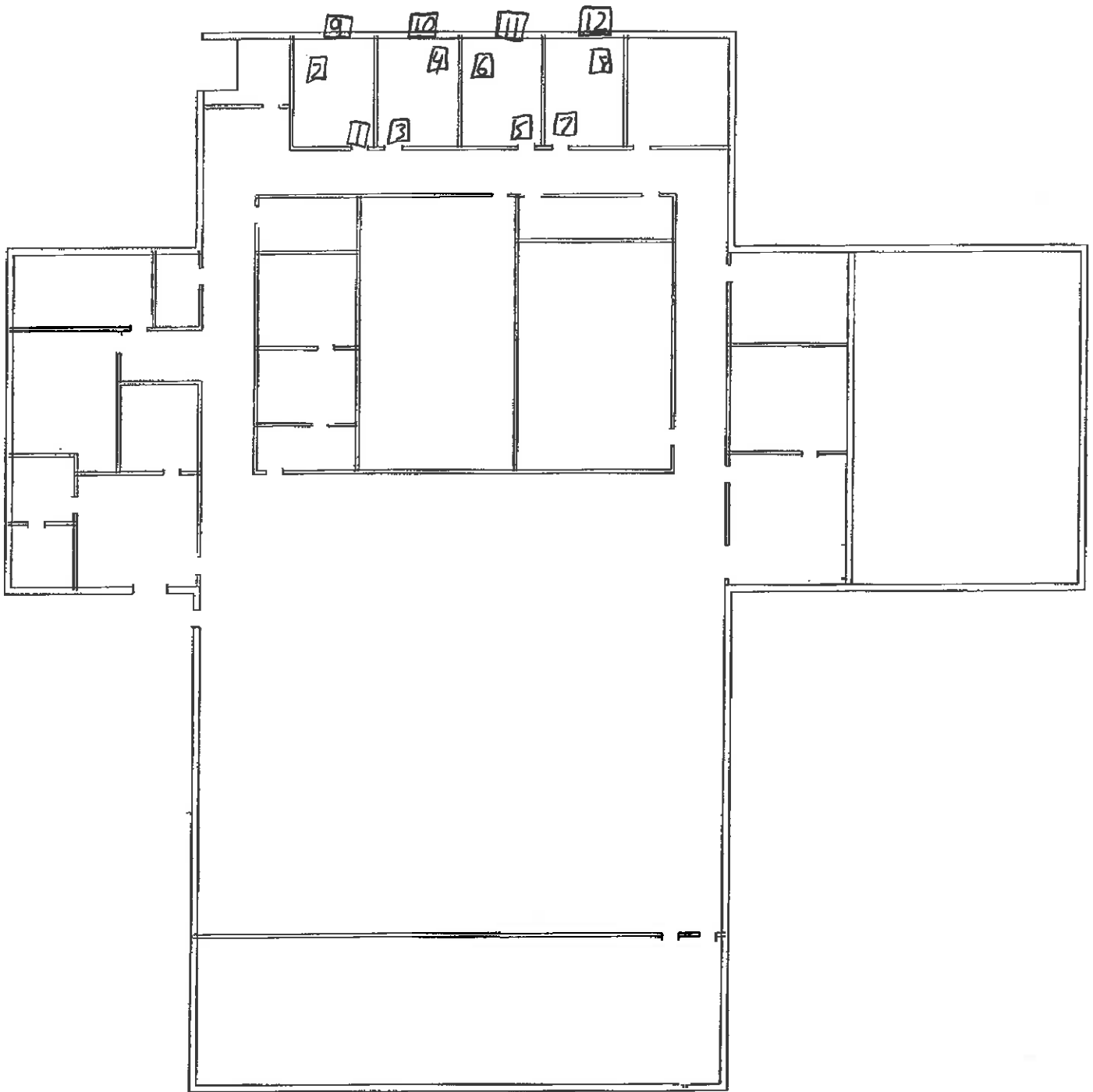
Contact Information		Project Information	
Company: DEQ	Phone: 405-702-5115	Project Name: Okemah Armercy	Report Results (<input checked="" type="checkbox"/> one box)
Contact: Dustin Davidson	Cell Phone: 405-317-4292	Project Location: Okemah, OK	Quantem Website
Account #: _____	E-mail: dustin.davidson@deq.oks.gov	Project ID: _____	Other _____

Sampled By: Dustin Davidson	Name: Dustin Davidson	Date: 1/8/13
RELINQUISHED BY: Dustin Davidson	VIA: Drop Off	RECEIVED BY: [Signature]
DATE & TIME: 1/8/13 4:10	DATE & TIME: 1-8-13 4:10p	

No.	Sample ID (10 Characters Max)	Sample Description	Volume (Liters)	Volume Area (Length x Width)	Sample Matrix (see matrix code box)	Analysis	Units (<input checked="" type="checkbox"/> ONE box only)					Sample Matrix Codes
							PPM	mg / l	µg / ft ²	µg / m ³	mg / cm ²	
1	1-28			12" X 12"	Pb			X				A
2												B
3												C
4												D
5												E
6												
7												
8												
9												
10												
11												
12												

TURNAROUND TIME	
Same Day	
24 - Hour	X
3 - Day	
5 - Day	

Okemah Armory 1/8/13



MAIN BUILDING

OKemah Armory 1/8/13

