

Special Meeting of The Board of Education Independent School District Number 33,
Creek County
Thursday, May 30, 2024 12:00 PM
Washington Administration Center Board Room, 511 E Lee, Sapulpa, OK 74066

- I. Call the Meeting to Order
- II. Consent Agenda
 - II.A. Approval of the 2023-24 General Fund Purchase Order Encumbrance numbers 1001 through 1053.
 - II.B. Approval of the 2023-24 Building Fund Purchase Order Encumbrance numbers 225 through 237.
 - II.C. Approval of the 2023-24 Lease Revenue Fund 4 Purchase Order Encumbrance numbers 4 through 6.
 - II.D. Approval of the 2024-25 Imagenet Consulting Contract, copier services.
 - II.E. Approval of the 2024-25 Green Country Vending Contract, vending services.
 - II.F. Approval of Fundraisers as per attachment.
- III. Action Items
 - III.A. Receive bids, consider, and award the District's \$635,000 General Obligation Transportation Equipment Bonds, Series 2024, to the successful purchaser.
 - III.B. Possible consideration and vote to approve a resolution providing for the issuance of \$635,000 General Obligation Transportation Equipment Bonds, Series 2024, by Independent School District Number 33 of Creek County, Oklahoma, authorized at an election duly called and held for such purposes; prescribing form of bonds and providing for registration thereof, providing for a levy of an annual tax for payment of principal and interest on the same; approving and deeming final the official statement pertaining to the bonds; and fixing other details.
 - III.C. Discussion, motion, and vote on a motion to approve/disapprove the Trimac Companies contract for the Jr. High Re-roofing Project.
- IV. Adjourn

Purchase Order Register

Options: Year: 2023-2024, Fund: GENERAL FUND, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1001 - 9999

PO No	Date	Vendor No	Vendor	Description	Amount
1001	05/08/2024	50001	SAPULPA PUBLIC SCHOOLS	596 MV students latchkey-Jefferson	1,000.00
1002	05/09/2024	3826	SECURITY BANK CARD CENTER INC	Amazon Purchases	75.00
1003	05/09/2024	30627	VARSITY BRANDS HOLDING CO., INC	Uniforms	1,840.00
1004	05/09/2024	3826	SECURITY BANK CARD CENTER INC	367 - Summer Reading Program	1,500.00
1005	05/14/2024	3826	SECURITY BANK CARD CENTER INC	Cut Time Subscription	349.00
1006	05/14/2024	3417	BEAR COMMUNICATIONS	BUYBOARD CONTRACT HPE RADIOS	4,592.44
1007	05/14/2024	3417	BEAR COMMUNICATIONS	BUYBOARD CONTRACT SMS RADIOS	3,843.70
1008	05/14/2024	3826	SECURITY BANK CARD CENTER INC	STORAGE BOXES-FINANCE RECORDS(MERRIFIELD)	300.00
1009	05/14/2024	54139	VARSITY BRANDS HOLDING CO INC.	AED Batteries	6,170.30
1010	05/14/2024	3826	SECURITY BANK CARD CENTER INC	Emergency Go Kits for district counselors' offices	3,000.00
1011	05/14/2024	3826	SECURITY BANK CARD CENTER INC	FLOWER ARRANGEMENT FOR PODIUM/GRAD	125.00
1012	05/15/2024	1818	MERRIFIELD OFFICE SUPPLY	JOM school supplies handout	13,500.00
1013	05/15/2024	3505	SOUTHERN TIRE MART, LLC	Bus 308 Two Tires	950.00
1014	05/16/2024	153	ESS SOUTH CENTRAL, LLC	SUBSTITUTE SERVICES	20,000.00
1015	05/16/2024	210	APPLE INC	621-Sped-AT Communication Devices	3,887.00
1016	05/16/2024	3826	SECURITY BANK CARD CENTER INC	621-Sped-PCard-LAMP Training Reg Fees	745.00
1017	05/20/2024	1818	MERRIFIELD OFFICE SUPPLY	621-Sped-Storage Cabinet for AT	278.49
1018	05/22/2024	50001	SAPULPA PUBLIC SCHOOLS	596 Chromebook fees	1,000.00
1019	05/23/2024	4282	WESLEY MICHAEL PENDERGRASS	Marching Band Drill/Program Design	3,500.00
1020	05/23/2024	3826	SECURITY BANK CARD CENTER INC	Marching Band Supplies	320.00
1021	05/23/2024	4261	COLE WILLIAMS	Marching Show Percussion Music Writing	500.00
1022	05/23/2024	3826	SECURITY BANK CARD CENTER INC	797 NAEHCY Conference for MV	1,200.00
1023	05/23/2024	3826	SECURITY BANK CARD CENTER INC	797 MV Conf flight	350.00
1024	05/24/2024	3826	SECURITY BANK CARD CENTER INC	621-Sped-Pcard-Supplies and Materials	500.00
1025	05/24/2024	80248	SETH A SHIBLEY	Travel expense for PLC at Work Conference	50.00
1026	05/24/2024	80171	KIMBERLY L LEONARD	Travel expense for PLC at Work Conference	50.00
1027	05/24/2024	70052	SHAD E MILLER	Travel expense for PLC at Work Conference	50.00
1028	05/24/2024	80947	TONI SLAGLE	Travel expense for PLC at Work Conference	50.00
1029	05/24/2024	80838	ASHLEY M TSELEE	Travel expense for PLC at Work Conference	50.00
1030	05/24/2024	80784	DENZIL STAMPER	Travel expense for PLC at Work Conference	50.00
1031	05/24/2024	80801	PETER A CARTER	Travel expense for PLC at Work Conference	50.00

Purchase Order Register

Options: Year: 2023-2024, Fund: GENERAL FUND, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1001 - 9999

PO No	Date	Vendor No	Vendor	Description	Amount
1032	05/24/2024	80946	AMY SANDERS	Travel expense for PLC at Work Conference	50.00
1033	05/24/2024	80628	ALISON N OWENS	Travel expense for PLC at Work Conference	50.00
1034	05/24/2024	80642	MEGAN C HURT	Travel expense for PLC at Work Conference	50.00
1035	05/24/2024	80153	ROGER D JOHNSON	Travel expense for PLC at Work Conference	50.00
1036	05/24/2024	80667	DAVID B BACHER	Travel expense for PLC at Work Conference	50.00
1037	05/24/2024	70048	KRISTI CARTER	Travel expense for PLC at Work Conference	50.00
1038	05/24/2024	80869	JAZZMAN L MUSGROVE	Travel expense for PLC at Work Conference	50.00
1039	05/24/2024	80877	SUNNY L JILES	Travel expense for PLC at Work Conference	50.00
1040	05/24/2024	80755	GINA RITCHIE	Travel expense for PLC at Work Conference	50.00
1041	05/24/2024	80897	AMBER ROBERTSON	Travel expense for PLC at Work Conference	50.00
1042	05/24/2024	80074	DONIA RENE DOUDICAN	Travel expense for PLC at Work Conference	50.00
1043	05/24/2024	80081	JULIE ENLOW	Travel expense for PLC at Work Conference	50.00
1044	05/24/2024	70043	MINDY ENGLETT	Travel expense for PLC at Work Conference	50.00
1045	05/24/2024	30001	JOSTENS	JOM Student Cap and Gowns	3,000.00
1046	05/24/2024	3826	SECURITY BANK CARD CENTER INC	621-Sped-Pcard-Testing Materials-Pearson	1,043.91
1047	05/24/2024	3826	SECURITY BANK CARD CENTER INC	621-Sped-Pcard-DP & ADOS Materials	893.00
1048	05/24/2024	3826	SECURITY BANK CARD CENTER INC	621-Sped-Pcard-Testing Materials-Riverside	327.43
1049	05/24/2024	3826	SECURITY BANK CARD CENTER INC	011-Sped-Pcard-CPI Training Materials	1,604.55
1050	05/24/2024	3826	SECURITY BANK CARD CENTER INC	621-Sped-Pcard-Protocols-MHS	1,042.48
1051	05/28/2024	138	SNELL AUTOMOTIVE LLC	MV vehicle Purchase	45,000.00
1052	05/28/2024	2818	Kryptonite Kustomz, LLC	797 Logo for MV 2024 Ford Explorer	240.00
1053	05/28/2024	3826	SECURITY BANK CARD CENTER INC	367-Pcard-Summer Reading Program Materials	1,500.00

Non-Payroll Total:	\$125,177.30
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Payroll Total:	\$0.00
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Report Total:	\$125,177.30
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Purchase Order Register

Options: Year: 2023-2024, Fund: BUILDING FUND, Date Range: 7/1/2023 - 6/30/2024, PO Range: 225 - 999

PO No	Date	Vendor No	Vendor	Description	Amount
225	05/08/2024	629	LOCKE SUPPLY	Maintenance Supplies	3,000.00
226	05/09/2024	878	STEVEN ENTERPRISES, INC.	District Plumbing Service	3,000.00
227	05/15/2024	3826	SECURITY BANK CARD CENTER INC	TW/SC projects, Amazon, Ace, Locke, WM, H Depot	1,000.00
228	05/16/2024	1250	JACK YOUNG GLASS CO.	District Glass Repair	1,000.00
229	05/22/2024	878	STEVEN ENTERPRISES, INC.	District Plumbing Services	3,000.00
230	05/22/2024	31545	CUMMINS-SOUTHERN PLAINS, LLC	Generator Service	2,500.00
231	05/22/2024	9112	BUILDERS SUPPLY, INC.	Maintenance Supplies and Repairs	1,000.00
232	05/24/2024	99999	SAPULPA PUBLIC SCHOOLS	TO REPAY GF FOR BLDG SECURITY SALARIES	241,394.08
233	05/24/2024	546	TEMPLE ENTERPRISES OF TULSA, INC.	Compressor for Freedom	1,400.00
234	05/24/2024	391	BENNETT STEEL, INC.	Crane Rental	500.00
235	05/28/2024	21	ACTION FIRE PROTECTION LLC	Emergency Elevator Fire Suppression Repair	1,548.00
236	05/28/2024	3158	WILLIAM A. HARRISON, INC.	HVAC Repair and Service	3,500.00
237	05/29/2024	1038	IMAGENET CONSULTING, LLC	19 COPIERS FOR DISTRICT	79,145.07
Non-Payroll Total:					\$341,987.15
Payroll Total:					\$0.00
Report Total:					\$341,987.15

Purchase Order Register

Options: Year: 2023-2024, Fund: LEASE REV - MAR 2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 4 - 6

PO No	Date	Vendor No	Vendor	Description	Amount
4	05/17/2024	375	ANDREW FRITZ	SURVEY CONSTRUCTION PHASE	9,000.00
5	05/17/2024	528	GFAC TEXAS PLLC	SOIL TESTING WESTSIDE	8,600.00
6	05/22/2024	30423	DC BASS & SONS CONSTRUCTION CO	BASEBALL/SOFTBALL CONSTRUCTION	3,876,368.01
Non-Payroll Total:					\$3,893,968.01
Payroll Total:					\$0.00
Report Total:					\$3,893,968.01

Customer Information

Client Legal Name:							
Billing Address:							
City:		State:		Zip:		Main Phone #:	
Main Contact:		E-Mail:		Phone:		Ext:	
Meter Contact:		E-Mail:		Phone:		Ext:	
Payables Contact:		E-Mail:		Phone:		Ext:	

Equipment Schedule

Please refer to "Pricing and Schedule of Equipment", attached and made part of this Agreement for specific equipment and pricing.

Customer Authorized Signature:			ImageNet Consulting, LLC Authorized Signature:		
Accepted by:	Title:	Date:	Accepted by:	Title:	Date:

The words YOU and YOUR refer to the Client listed above and the words OUR, WE and US refer to ImageNet Consulting, LLC, separately a "Party" and together the "Parties".

1. General:

- a. In accordance with the selected "Service Plan" listed in the attached Pricing and Schedule of Equipment (the "Schedule"), we may provide service and all maintenance including unlimited service calls, parts (as classified by the manufacturers) and consumable supplies, including maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner on the equipment listed in the attached Schedule (the "Equipment") for the term outlined. The terms and conditions outlined herein, combined with the Schedule, constitute the entire agreement between the parties (the "Agreement").
- b. Standard service rates are formulated using the manufacturer's suggested yield for toner and a six percent (6%) coverage for black and white prints and twenty-four percent (24%) coverage for color prints. Upon request, we will supply the manufacturer's suggested yield for supplies to be provided under this Agreement. If the total yield of supplies provided to you ("Pages Shipped") exceeds the total reported volume of printing ("Pages Billed") by more than twenty percent (20%) we may assess a surcharge equal to the manufacturer's suggested retail price ("MSRP") of the additional usage. Upon receipt of supplies, you shall be responsible for their safekeeping and shall reimburse us the MSRP of any supplies that are lost, damaged, stolen or used in equipment not supported under this Agreement.
- c. We may reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as print quality is not affected. The term "supply" or "supplies" includes toner, developer, fuser, maintenance kits, drums and supply modules as specified by the manufacturer.
- d. We will not be obligated to provide service on Equipment where you use (a) supplies; (b) printer parts; or (c) paper that does not meet manufacturer's specifications and/or you use supplies or spare parts not obtained through us. We may charge our standard hourly rates to repair Equipment with service problems as a result of your misuse of these items.
- e. In lieu of scheduled preventative maintenance, we will perform a "Total Call" that will cover any service required, including, but not limited to, the original service issue requested. The Total Call will include, (1) communication with you of the call status, if requested, (2) identification of problem source and what is needed to affect repairs, (3) Equipment inspection for high mortality areas to proactively avoid future service issues, (4) technician compliance through field audits and quality checks, (5) exterior and interior cleaning of Equipment and surrounding area, and (6) an explanation of repairs to you, if requested.
- f. If the Equipment is modified, altered, or serviced by personnel other than our representative, we may charge you for any damage resulting from such modification, alteration, or improper service.
- g. We will not be responsible for delays, inability to provide service calls due to strikes, riots, civil insurrections, acts of terrorism, accidents, acts of God, or any other event beyond its control. All Service under this agreement will be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday unless otherwise agreed upon in writing by both parties.
- h. Each impression on ledger (11x17) paper will be counted as two images.
- i. In the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of this Agreement can be transferred to a new machine purchased through us.
- j. In the event of rising fuel costs, we reserve the right to add a fuel charge to the monthly, quarterly or annual invoice.
- k. If applicable, you may request the right to adjust the "Base Charge" and "images included" by up to 10%. An adjustment request of a greater percentage will require that this agreement be terminated and new agreement signed with new billing rates.
- l. We provide standard web-based support services including, but not limited to, service call dispatch, supply ordering, and current meter input available at www.imagenetconsulting.com.

2. Equipment Guidelines: All equipment covered under this Agreement must adhere to the following guidelines:

- a. Equipment must be placed in a normal office setting with sufficient space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
- b. Equipment must always be operated on an electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer. Moreover, if stipulated by the manufacturer, Equipment must be operated on an isolated electrical line.
- c. Equipment must be operated within the specified operational (including usage) specifications.
- d. Only our furnished supplies and parts may be used on the Equipment.
- e. Our supplies and parts found in equipment not covered within this agreement will be invoiced at the manufacturer's suggested MSRP.
- f. Equipment will be utilized at, and will not be removed from, the "Location Address" specified in the Schedule unless you get our written permission in advance to move it.

3. Coverage Excluded: This Agreement excludes the following unless otherwise specified:

- a. Paper and staples.
- b. Any, and all, equipment not listed on the Schedule attached to this Agreement, external cards, hard drives or supplemental hardware; and software.
- c. Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/Multi-Function Printer ("MFP"). Issues relating to software and/or connectivity after ninety (90) days of installation will require a new scope of work at your request and does not affect this Agreement.
- d. Items damaged by you, including but not limited to, doors, paper trays and covers. Replacement of these items will be charged to you at our current rates.
- e. It is your responsibility to ensure that any connected device meets with your network security policy, included but not limited to any malware protection.

4. **Meter Reading:**
- a. **Monitoring:** If you qualify, we will install, activate, and utilize software, at no cost to you, to provide monitoring, support and reporting services for networked equipment. If you choose not to utilize, or you do not qualify for, our monitoring software we reserve the right to charge \$5.00 per machine per month to offset our cost of manual meter collection, including onsite, phone and personal email requests for networked and non-networked Equipment.
 - b. **Estimated Meters:** In the event we are not able to obtain Equipment meter readings from you, we will utilize past meters to estimate a current meter in order to process billing. Overages may apply during the proceeding billing cycle if estimates are lower than actual volume. Invoice credits will not be issued for estimated meter readings.
 - c. **Stale Meters:** If we are unable to obtain meter readings for Equipment in three (3) consecutive reporting periods, we may require a usage/configuration page prior to placing any supply order. If no usage/configuration page is provided, we may (i) bill you for requested supplies at MSRP, (ii) remove the non-reporting Equipment from service coverage under this Agreement, (iii) suspend invoicing until a meter reading is reported, at which time all usage will be billable in arrears, (iv) continue to bill base charges based on the minimum usage commitment, or (v) dispatch a service technician to obtain a current meter reading and bill you our current hourly labor charge.
 - d. **Contact:** You agree to make available and designate a key contact for general administration of this Agreement, including troubleshooting of monitoring software or providing meter readings to us, as necessary. If the employment status of the key contact changes and affects the contact's availability to perform this assignment, you shall promptly inform us and provide a new key contact.
5. **Quality Assurance:** We will ensure reasonable Equipment uptime through our performance management and reporting tools. Performance reviews may be scheduled at your request.
6. **Additional Equipment:** You shall notify us promptly upon installing any additional equipment not purchased and/or leased from ImageNet Consulting, LLC ("Additional Equipment") at your site capable of using our provided Supplies. If the Additional Equipment is of the same model or utilizes the same specific supplies as any of the Equipment serviced by us under this Agreement then, upon installation, such Additional Equipment shall automatically be covered at the already established rates and considered Equipment under the terms of this Agreement. If the Additional Equipment is not of the same model as any of the Equipment serviced by us then we shall have the right to add it to this Agreement per a mutually agreed upon price evidenced by an amendment to the Equipment Schedule and executed by both parties.
7. **Implementation:** We will inspect any existing equipment currently located at your site that is to be covered under this Agreement to determine that it is in good mechanical condition prior to this Agreement's Effective Date. Should the equipment require significant repair or overhaul, such repairs may be charged to you at our current hourly rates. Such repairs will be performed and charged only upon agreement of both parties. Should you elect not to have equipment repaired, we will tag the equipment as Do Not Repair ("DNR") and will provide you with a revised Schedule to include the equipment identified as DNR. Any new equipment to be installed by us as part of this Agreement will be covered upon installation and execution of this Agreement.
8. **Back Orders:** Unless otherwise noted within this agreement, we may provide to customer compatible supplies if unable to receive supplies from the manufacturer due to back orders.
9. **Term:** Unless terminated in accordance with Section 10, this Agreement will begin upon delivery of Equipment and continue for a term designated in the Schedule attached to this Agreement or, if Equipment is leased, the term of this Agreement shall mirror the term of the lease (the "Initial Term"). This Agreement will be automatically extended upon expiration of the Initial Term for an additional 12 months (the "Renewal Term") unless you provide written notice to us of your intent to cancel the Agreement at least thirty (30) days prior to the last day of the Initial Term. Either party may cancel this Agreement at the end of the Initial Term or any Renewal Term with at least thirty (30) day written notice. If you cancel this Agreement, you must return any unused supplies we provided to you as part of this Agreement and, if you do not, we reserve the right to charge MSRP for any unused supplies. We reserve the right to increase contract rates annually, not to exceed 15% of the previous Base and Overage rates.
10. **Termination:** You may terminate this Agreement for cause, without penalty, at any time during the Initial Term or any Renewal Term for the following reasons with thirty (30) day written notice to us:
- a. **Breach:** In the event of a breach of this Agreement by us, you may give written notice of the breach and request corrective action. If we have not either taken the requested action or begun a diligent prosecution thereof within thirty (30) days from receipt of your request, then you may, at your option, send us written notice of termination for cause; or
 - b. **Service Expectation Shortfall:** You may determine, based upon measurements made against reasonable requirements, that we are not performing to your reasonable expectations and requirements and may provide written notice to us that outlines any performance shortfalls. We shall have ten (10) business days from receipt of your notification to resolve the shortfall issue(s) to your complete satisfaction or you may, at your option, send us written notice of termination for cause; or
 - c. **Insolvency:** Upon our voluntary or involuntary bankruptcy or insolvency; or
 - d. **Fraud:** Upon our fraud, misrepresentation, misappropriation, or willful misconduct; or
 - e. **Breach of Confidentiality:** Upon your reasonable determination that we have violated the Confidentiality requirements outlined in this Agreement.
- We may, at our sole discretion, terminate coverage on any specific Equipment that exceeds one hundred and fifty percent (150%) of its engine life or exceeds seven (7) years since the Equipment model was introduced to the market by the manufacturer by providing you thirty (30) day written notice.
11. **Payment:** Payment is due ten (10) days from date of invoice. Payment by credit card may incur a non-refundable convenience fee. Delinquent amounts will accrue interest at a rate of one and one-half percent (1.5%) of the past due amount per month (or, if lower, the maximum rate of interest chargeable under applicable law). You will pay all federal, state and local sales, use property, excise or other taxes imposed with respect to the equipment listed on this Agreement. We will provide electronic copies of invoices via email to you on a monthly, quarterly, or annual basis. Should you elect to have invoices mailed to you, we will charge you \$3.00 per invoice as an administration fee to print, package, and mail requested invoices.
12. **Indemnification:** Each party agrees to hold harmless, defend, and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. You agree to defend us, at your sole expense, against all suits, action or proceedings in which we are made a defendant for actual or alleged infringement of any intellectual rights. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event will we either party be liable to the other for consequential damages due to non-performance, any breach of this Agreement, or any act of its employees or agents.
13. **Assignment:** Neither party may sell or assign, by operation of law or otherwise, any, or all, of its responsibilities hereunder or attempt to transfer any, or all, of its interest in this Agreement without written consent of the other party, such consent not to be unreasonably withheld. Any attempt to sell, assign, or transfer this Agreement in violation of this paragraph shall be void. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we now have. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
14. **Miscellaneous:** This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any

- of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.
15. **Breach or Default:** If you do not pay all charges for services as provided hereunder, promptly when due: (1) we may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates and (2) you agree to pay us all costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to us.
 16. **Confidentiality:** In the process of performance under this Agreement, the Parties may provide each other certain confidential or proprietary information regarding their business operations (collectively, the "Confidential Information"). Such Confidential Information, whether provided directly or indirectly, in oral, written, graphic or any other form, will be deemed confidential and subject to restricted use and limited distribution, regardless of whether it is identified as being confidential or proprietary at the time of disclosure. The receiving Party will (a) hold the Confidential Information in confidence and protect it with at least the same degree of care with which it protects its own information of a similar nature, but in any event not less than reasonable care; (b) only use the Confidential Information for the purpose of performing its obligations hereunder; (c) not copy or duplicate such Confidential Information without the disclosing Party's prior written approval; (d) restrict disclosure of such Confidential Information to only those employees, consultants and contractors with a need to know; (e) ensure employees or others given access to the Confidential Information agree to maintain the confidentiality thereof; (f) promptly notify the disclosing Party in the event that the receiving Party becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information, so that the disclosing Party may seek an order protecting the Confidential Information from public disclosure; and (g) advise the disclosing Party promptly upon becoming aware of any loss, disclosure, or duplication of the Confidential Information or breach of the confidentiality of the Confidential Information. The obligations in this section will not apply to information which (a) is already known to the receiving Party as evidenced by a writing dated prior to the date of disclosure; (b) is or becomes generally known to the public through no wrongful act of the receiving Party; (c) is received from an unaffiliated third Party without either an obligation of non-disclosure or breach of an obligation of confidentiality in the third Party's receipt or transmission of the Confidential Information; (d) is independently developed by it or its affiliates without use of or reference to the Confidential Information; or (e) is required by law to be disclosed by the receiving Party, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and reasonably assists the disclosing Party in obtaining an order protecting the Confidential Information from public disclosure. Upon request of the disclosing Party, the receiving Party will immediately return any and all Confidential Information and any copies thereof, and will destroy all notes, or other documents involving the Confidential Information, or certify to the destruction of the Confidential Information in a form reasonably satisfactory to the disclosing Party.
 17. **Correspondence:** All correspondence relating to the notifications within this Agreement are to be sent via registered letter to ImageNet Consulting, LLC, Attn: Contracts Department, 913 N. Broadway, Oklahoma City, OK 73102 or emailed to contracts@imagenet.com. We will send correspondence to you at the appropriate "bill to" address, physical or electronic mail, listed on your account.
 18. **Connectivity and Security:** We will connect up to four (4) workstations during initial installation; additional workstations will be subject to additional charges. We will provide you a Connectivity Information Sheet ("CIS") prior to installation of any equipment that requires software or connectivity. The CIS form may require an additional scope of work ("SOW") to be performed during the initial set up of the equipment. At your request, we will provide a new scope of work related to any issues that arise after ninety (90) days of the initial install. It is your responsibility to provide adequate and secure connectivity to enable the Equipment to perform to your satisfaction. You acknowledge and agree that we do not guarantee or warrant the quality, speed, security or uninterrupted availability of the Equipment as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Equipment are provided by a third party public utility or by private companies over which we have no control, and the security of data transmission over such lines to provide the Equipment is not our responsibility. Accordingly, we will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Equipment, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Equipment. You agree to refrain from any act or omission which disrupts, inhibits or prevents the effectiveness, or operation of the Equipment provided by us and our partners, including without limitation, virus protection, data backup and IT managed services.
 19. **Your Data:** You acknowledge and agree that the responsibility of acquiring and implementing tools for managing, storing, backing up, purging and/or securing data is within the owner of such data. You acknowledge and understand that data may be stored on hard drives inside the Equipment and you agree that it is your responsibility to manage this data in accordance with any federal compliance laws, including but not limited to, HIPAA. Furthermore, you acknowledge and agree that in the use of the Equipment, including but not limited to the transmission and storage of data, that despite every effort by you and us, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that we will have no liability to you related to any such Data Breach but will endeavor to assist you in the recovery and restoration of such data at your sole cost.
 20. **Data Backup:** We may install and/or configure the Equipment to work with your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to our installation and/or configuration of any Equipment to work with your hardware and software, and on a regular basis thereafter. You acknowledge that such backup procedures should be performed on at least a daily basis.
 21. **Data Removal:** Upon expiration or termination of this Agreement, Equipment that is subject to this Agreement may contain your data ("Stored Data"). To the extent that you fail to remove and delete any of the Stored Data, you hereby authorize us to remove and delete the Stored Data at an additional cost but acknowledge and agree that we have no obligation to do so. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold us harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. In the event we temporarily loan Equipment to you, it is subject to this Agreement.
 22. **Subscription License Grant:** In connection with the provision of the Services, we may provide you with access to certain software-as-a-service online applications ("Software") and certain proprietary content development, information and materials including, without limitation, custom software development, custom content development, user manuals, technical manuals, standard and customized forms, reports, software, courses, modules, assessment questions, and other content ("Provided Materials") on a limited, worldwide, non-exclusive, non-transferable, and revocable basis. Subject to your compliance with this Agreement, we hereby grant you, during the Term, a limited, worldwide, non-exclusive, non-transferable license to access and use the Software and Provided Materials solely in connection with the Services and for your internal use. The Software and Provided Materials are licensed and are not sold and, as between the parties hereto, you will at no time obtain title to the Software or Provided Materials. You will further ensure that any individual leaving your organization will be prohibited from accessing, copying or utilizing the Software or Provided Materials, and upon this Agreement's termination, you will return or destroy all Provided Materials.
 23. OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY WILL BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT, INABILITY TO USE ANY SOFTWARE LICENSED BY US, OR THE LOSS OF THE USE OF THE EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND YOU HEREBY WAIVE ANY CLAIMS RELATED THERETO.

24. **Jurisdiction:** This Agreement will be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Oklahoma (excluding its conflict of laws provision). Both parties consent to the exclusive jurisdiction of any claims related to this Agreement in the state or federal courts of Oklahoma, and each party irrevocably waives any objection, including any objection of laying venue, which it may have, or hereafter have, to the bringing of any action or proceeding in any such court in respect of this Agreement. BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.
25. **Signer Authority:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
26. **Entire Agreement:** This Agreement constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of both parties.

SERVICE AGREEMENT AMENDMENT

This SERVICE AGREEMENT AMENDMENT (“Amendment”) is entered into this __ day of _____, 2024, between Sapulpa Public Schools (“Customer”) with its principal place of business at 511 East Lee, Sapulpa, OK, 74066 and ImageNet Consulting, LLC (“Vendor”), an Oklahoma limited liability company with its principal place of business at 913 North Broadway, Oklahoma City, OK, 73012. All capitalized undefined terms used in this Amendment (including without limitation the Statement of Purpose hereto) shall have the meanings assigned thereto in the Agreement (as applicable), as amended hereby.

STATEMENT OF PURPOSE

Customer and Vendor are parties to that certain Service Agreement dated __ day of _____, 2024 (“Agreement”).

Customer and Vendor wish to amend the Agreement in certain respects as more particularly set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties, intending to be legally bound, agree as follows:

1. Section 9 Term, last sentence shall be restated as follows:
“We reserve the right to increase contract rates based upon the schedule below segregated by manufacturer.

Kyocera- Rates locked for sixty (60) months from date of purchase.

HP – Rates locked for twenty-four (24) months from date of purchase.

No increase shall exceed 5% of the previous base or overage rates.”

2. Section 11 Payment, first sentence shall be restated as follows:
“Payment is due thirty (30) days from date of invoice.”

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Amendment on the date first set forth above.

ImageNet Consulting, LLC

Sapulpa Public Schools

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Sapulpa Public Schools Multiple Equipment List Schedule A

No.	Location	Address	Model	Black & White Image Charge	Color Image Charge	Serial #
1	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	Used HP CLJ E87640z	\$ 0.0055	\$ 0.0375	TBD
2	SAPULPA PUBLIC SCHOOLS BARLETT ACADEMY	603 S PARK ST # B	Used HP CLJ E87650z	\$ 0.0055	\$ 0.0375	TBD
3	SAPULPA PUBLIC SCHOOLS LIBERTY ELEM SCHOOL	631 N BROWN ST	Used HP CLJ E87650z	\$ 0.0055	\$ 0.0340	TBD
4	SAPULPA PUBLIC SCHOOLS HOLMES PARK ELEMENTARY	1231 E DEWEY	Used HP CLJ E87650z	\$ 0.0055	\$ 0.0340	TBD
5	SAPULPA PUBLIC SCHOOLS ADMIN BLDG/FINANCE OFFI	511 E LEE AVENUE	Used HP CLJ E87650z	\$ 0.0055	\$ 0.0340	TBD
6	SAPULPA PUBLIC SCHOOLS ADMIN BLDG/FINANCE OFFI	511 E LEE AVENUE	Used HP CLJ E87650z	\$ 0.0055	\$ 0.0375	TBD
7	SAPULPA PUBLIC SCHOOLS INDIAN EDUCATION CENTER	1125 E LINCOLN	Used HP CLJ E87650z	\$ 0.0055	\$ 0.0340	TBD
8	SAPULPA PUBLIC SCHOOLS ADMIN BLDG/FINANCE OFFI	511 E LEE AVENUE	Used HP CLJ E87650z	\$ 0.0055	\$ 0.0375	TBD
9	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	Used HP LJ E82550z	\$ 0.0055	\$ -	TBD
10	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	Used HP LJ E82550z	\$ 0.0055	\$ -	TBD
11	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	Used HP LJ E82550z	\$ 0.0055	\$ -	TBD
12	SAPULPA PUBLIC SCHOOLS ADMIN BLDG/FINANCE OFFI	511 E LEE AVENUE	Used HP LJ E82550z	\$ 0.0055	\$ -	TBD
13	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	Used HP LJ E82560z	\$ 0.0055	\$ -	TBD
14	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	Used HP LJ E82560z	\$ 0.0055	\$ -	TBD
15	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	HP Desktop- TBD	\$ 0.0150	\$ -	TBD
16	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	HP Desktop- TBD	\$ 0.0150	\$ -	TBD
17	SAPULPA PUBLIC SCHOOLS JEFFERSON HEIGHTS ELEM	1521 S. WICKHAM RD	KYOCERA TASKalfa 4054ci	\$ 0.0055	\$ 0.0340	TBD
18	SAPULPA PUBLIC SCHOOLS SAPULPA MIDDLE SCHOOL	1304 E CLEVELAND AVE	KYOCERA TASKalfa 4054ci	\$ 0.0055	\$ 0.0340	TBD
19	SAPULPA PUBLIC SCHOOLS ADMIN BLDG/FINANCE OFFI	511 E LEE AVENUE	KYOCERA TASKalfa 5004i	\$ 0.0055	\$ -	TBD
20	SAPULPA PUBLIC SCHOOLS FREEDOM ELEMENTRY	9171 FREEDOM ROAD	KYOCERA TASKalfa 5054ci	\$ 0.0055	\$ 0.0340	TBD
21	SAPULPA PUBLIC SCHOOLS	7 S MISSION ST	KYOCERA TASKalfa 5054ci	\$ 0.0055	\$ 0.0340	TBD
22	SAPULPA PUBLIC SCHOOLS HOLMES PARK ELEMENTARY	1231 E DEWEY	KYOCERA TASKalfa 6004i	\$ 0.0055	\$ -	TBD
23	SAPULPA PUBLIC SCHOOLS LIBERTY ELEM SCHOOL	631 N BROWN ST	KYOCERA TASKalfa 6004i	\$ 0.0055	\$ -	TBD
24	SAPULPA PUBLIC SCHOOLS HOLMES PARK ELEMENTARY	1231 E DEWEY	KYOCERA TASKalfa 6004i	\$ 0.0055	\$ -	TBD
25	SAPULPA PUBLIC SCHOOLS FREEDOM ELEMENTRY	9171 FREEDOM ROAD	KYOCERA TASKalfa 6004i	\$ 0.0055	\$ -	TBD
26	SAPULPA PUBLIC SCHOOLS JEFFERSON HEIGHTS ELEM	1521 S. WICKHAM RD	KYOCERA TASKalfa 6004i	\$ 0.0055	\$ -	TBD
27	SAPULPA PUBLIC SCHOOLS SAPULPA MIDDLE SCHOOL	1304 E CLEVELAND AVE	KYOCERA TASKalfa 6004i	\$ 0.0055	\$ -	TBD
28	SAPULPA PUBLIC SCHOOLS SAPULPA MIDDLE SCHOOL	1304 E CLEVELAND AVE	KYOCERA TASKalfa 6004i	\$ 0.0055	\$ -	TBD
29	SAPULPA PUBLIC SCHOOLS	7 S MISSION ST	KYOCERA TASKalfa 6004i	\$ 0.0055	\$ -	TBD
30	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	KYOCERA TASKalfa 6004i	\$ 0.0055	\$ -	TBD
31	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	KYOCERA TASKalfa MZ3200i	\$ 0.0055	\$ -	TBD
32	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	KYOCERA TASKalfa MZ3200i	\$ 0.0055	\$ -	TBD
33	SAPULPA PUBLIC SCHOOLS - SERVICE CENTER	110 S BURNETT	KYOCERA TASKalfa MZ3200i	\$ 0.0055	\$ -	TBD
34	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	KYOCERA TASKalfa MZ3200i	\$ 0.0055	\$ -	TBD
35	SAPULPA PUBLIC SCHOOLS	3 S MISSION ST	KYOCERA TASKalfa MZ4000i	\$ 0.0055	\$ -	TBD

Schedule "A" Attached to and made part of Service Agreement, between Sapulpa Public Schools and ImageNet Consulting for a term of 12 months.

Sapulpa Public Schools:

By: _____
 Name Title

ImageNet Consulting, LLC:

By: _____
 Name Title

Customer Information

Client Legal Name:									
Billing Address:									
City:			State:			Zip:		Main Phone #:	
Main Contact:			E-Mail:			Phone:		Ext:	
Meter Contact:			E-Mail:			Phone:		Ext:	
Payables Contact:			E-Mail:			Phone:		Ext:	
Customer Authorized Signature:					ImageNet Consulting, LLC Authorized Signature:				
Accepted by:			Title:		Date:		Accepted by:		

The words *YOU* and *YOUR* refer to the Client listed above and the words *OUR*, *WE* and *US* refer to ImageNet Consulting, LLC, separately a "Party" and together the "Parties".

This Automated Supplies Management ("ASM") Agreement will be attached to, and made part of, the associated Service Agreement for the sales order number listed at the bottom of this page. All terms and conditions of the Agreement are included herein by reference and the term of this Exhibit will mirror the term of the Agreement unless this Exhibit is otherwise terminated as provided herein.

Business Hours:

Unless explicitly specified in the Description of Services below, we will deliver the ASM for the Equipment specified in the Service Agreement Pricing and Schedule of Equipment from 8:00 a.m. to 5:00 p.m. local time where the service is to be performed ("Business Hours"), Monday through Friday, excluding local public holidays ("Business Days").

Additional Support:

We provide access to the Support Center for consumable ordering via email or phone during Business Hours, excluding local public holidays.

Portal Interface:

The Portal Interface is a secured website accessible by you with a login and password provided by us. You can access the Portal Interface to: (i) view account information, including a listing of Equipment, Equipment location addresses, and consumable information; (ii) view page count tracking and utilization information provided DCA is installed; (iii) and view shipping status of such orders. Your access information is considered confidential and you agree to limit access only to your employees who need to access the Portal Interface for the purposes of this ASM Agreement.

Data Collection Agent (DCA)

The DCA enables the monitoring and collection of Equipment information, consumables level information and detailed print usage from networked and compatible Equipment. This information will be used in the invoicing, web viewing, reporting, and automated supplies management, as applicable for the Equipment.

- System Requirements:
 - 1GB RAM
 - 400 MB Disk Space Available
 - Microsoft .NET Framework 4.7.1 or newer
 - Windows 7 SP1, 8.1, 10, 2008 R2 SP1, 2012, 2012 R2, 2016, 2019
 - Use Internet Explorer 11.0 or newer, Chrome, or Firefox browsers
 - MDAC 2.8 or higher (normally included when Windows is installed)
 - JET 4.0 or higher (normally included when Windows is installed)
- Collected data: Your data, including device, statistical and technical data, will be used, and stored, combined, and analyzed to provide monitoring, support, and reporting services to you, to improve our products and services and to drive innovation. We use anonymous or de-identified data whenever possible during the analytics process. In the event we are unable to obtain Equipment specific usage data, that usage data will not be made available in the Portal Interface.
- Our responsibilities: DCA installation coordination, configuration, management, and maintenance of DCA, on a virtual machine or on a server provided by you. If required, re-installation of DCA will be coordinated by us.
- Your responsibilities: Provide DCA server hardware that meets the minimum requirements as listed above, hardware must be on 24/7 or at least during normal business hours and logged in as a local administrator, timely perform network configurations and allow initial network access for installation and testing of DCA, provide us with the necessary network information required to setup and configure DCA for communication with us, allow remote access to DCA, provide timely support for virtual environment in which DCA is installed, make any necessary modifications to network settings to allow DCA to communicate with the Equipment, designate a representative with authority to allow us with network access to DCA and to the Equipment, upon request assist us in accessing DCA and troubleshooting any network connectivity issues, not run any scripts against DCA, make DCA available to us on a 24x7 basis, provide Embedded Web Server passwords and other Equipment credentials to enable AMS for all applicable Equipment, allow us to perform network based device discoveries, and immediately report to us any network or applicable Equipment location changes affecting DCA.

Supplies Management Services

Supplies Management Service provides for Equipment level consumables ordering, delivery, and usage monitoring pursuant to DCA. Unless otherwise stated in this ASM Agreement, any request by you for consumable buffer stock shall be chargeable at our then-current list price.

- Consumable ordering. Consumable ordering will be conducted via automated supplies management, a service which provides automated consumables replenishment for compatible consumables and active compatible Equipment that are functionally capable of communicating with DCA). For consumable ordering for non-supported Equipment or non-networked/locally attached Equipment, Customer shall use the Portal Interface, email, or Phone Support as applicable per device.
- Consumable delivery. Unless otherwise agreed in writing between the parties, we will deliver all required consumables to your designated central receiving location(s)/dock at the applicable location with a reference to the Equipment for which it is ordered. For consumables ordered through ASM, we will make reasonable effort to deliver the replacement consumable before the in-use consumable is expended. For consumables ordered through Portal Interface or Phone Support, we will use reasonable effort to deliver consumables within two (2) to four (4) Business days from date of order.

Customer responsibilities.

- For those Consumables and Devices not compatible with ASM, when Equipment displays an appropriate front panel message indicating the replacement is needed, you will timely order Consumables via the Portal Interface or alternatively through email or Phone Support. When ordering via email, you may be required to provide a scanned copy of a test page evidencing that the consumable present in the Equipment requires a replacement.
- You shall allow us to install a Data Collection Agent (DCA) to help monitor and proactively support the Equipment in your infrastructure.
- You shall be responsible for the security and use of any consumables stores at your locations.
- You will promptly notify us of any Consumables shipments not received within ten (10) Business Days of shipment confirmation.
- Unless otherwise agreed in writing between the parties for all or designated locations, you shall timely install consumables in accordance with Manufacturer's specifications, only when the Equipment displays an appropriate front panel message indicating the replacement is needed. You shall ensure that all Equipment remains operational during and throughout the Term.
- Notify us of any change in Equipment location or network address.
- Provide us with a contact name, phone number and/or email address of any individual responsible for receiving consumables and notify us of any change.
- Inform us of any significant change in higher-than-normal consumption of consumables.
- Identify a single point of contact to work with through the implementation of ASM.

Remote Account Coordination

We will assign a contact as the ASM first point of contact responsible to: (1) hold a remote orientation meeting; (2) collect Equipment list and information provided by you; (3) provide your access to required tools; (4) respond to your inquiries for all service issues that arise from this Agreement; and (5) ensure continuity of service delivery related to applicable systems and tools.

Non-Reporting Devices and Manual Data Collection

You shall support us in locating and returning to a reporting condition and designated location any Equipment that is no longer providing timely automated Equipment usage data back to us ("Non-Reporting Equipment"). You remain liable for payment of fees for Non-Reporting Equipment. For any Non-Reporting Equipment and manual reporting Equipment, you will provide to us a usage report every thirty (30) calendar days. Without this usage information, we may suspend ASM for the affected Equipment, estimate meters for billing purposes, remove equipment from ASM, and any related ongoing issues may be cause for complete removal from ASM or termination of this ASM Agreement.

Return of Consumables

Upon termination or expiration of the relevant Term, you must return all applicable consumables ("Terminated Products"). You shall, at your own risk and expense: (i) pack all such Terminated Products in accordance with our specifications; and (ii) return all such Terminated Products to us within fifteen (15) calendar days of the expiration or termination, or other such period as may be mutually agreed, in the same condition as when delivered, freight prepaid and insured to the location provided by us. If the termination is a result of an uncured material breach of this Agreement by us, then we will reimburse you for return freight charges upon receipt of all applicable Terminated Products in acceptable condition, as determined by us. If you do not return all applicable Terminated Products within the allotted timeframe, you agree to pay the then-current list price for all non-returned Terminated Products.

Consumables

All consumables provided under this ASM Agreement are our property unless otherwise specified. Consumables may be used only in Equipment. Equipment may only be supplied with our consumables. Upon receipt of consumables, you shall be responsible for their safekeeping and shall reimburse us the then-current list price of any consumables that are lost, damaged, stolen or used in non-ASM equipment.



May 22, 2024

Mr. Armstrong
Superintendent
Sapulpa Public Schools
511 East Lee
Sapulpa, Oklahoma 74066

Dear Mr. Armstrong,

Green Country Vendor, Inc. appreciates the opportunity of providing the vending and concession service to Sapulpa Public Schools for Five (1) Year contracts from 2024-2029. Our contract consists of the following points:

- Machine count will be duplicate of the proposal and mutually agreed upon by both parties. All coolers and vending equipment will be provided by Green Country at NO charge to Sapulpa Public Schools. Any equipment removal will need to be mutually agreed upon by both parties.
- All machines will have credit card readers.
- Service frequencies will be determined by sales volume.
- Service/maintenance calls will be responded to on the same day as received.
- Commission payments will be received by the district no later than 45 days after the end of the month.
- Product selections will be compliant with USDA Smart Snacks guidelines if deciding healthy snacks.
- Product Liability, Commercial Automobile, and Worker's Compensation Insurance coverage.
- Commission structures and options as follows:
 - ___ Healthy Snacks-15% of Gross Sales
 - ___ Fund Raiser Snacks-25% of Gross Sales
 - ___ Healthy Soda 20%
 - ___ Fund Raiser soda 25%
- Concession cost to Sapulpa will be 15% higher than Green County's cost and will show invoices if requested by Sapulpa.
- This agreement shall commence on July 1, 2024 and end on June 30, 2025 with the option of four (1) year contract renewals.
- In the event that an issue can not be worked out by either party then this agreement may be terminated by either party with a thirty-day written cancellation notice.
- Renewal for the following year 2029-2034 will be based upon mutual agreement of both parties.
- Signatures below indicate agreement to the above.

Mr. Armstrong, we thank you once again for this opportunity and look forward to doing business together!

Green Country Vendor's Inc.

Sapulpa Public Schools

Signature: Aaron Neveu

Signature: _____

Name: Aaron Neveu

Name: _____

Title: Vice President

Title: _____

Date: 5-28-24

Date: _____

FUNDRAISERS 2023-24 School Year

SITE	CLUB	DATE OF EVENT	FUNDRAISER	HOW FUNDS WILL BE USED
Sapulpa Jr./Sr. High Art	SJH Art #870	6/1/2024	2024-2025 School Year Sticker Sales	With the money raised, we will be able to purchase art supplies and classroom/student/teacher resources. Additional
SJH & SHS	FFA	8/22/2024	Metal Project Sales (Fall and Spring)	activites, contests supplies and equipment
Sapulpa Jr./Sr. High Art	SJH Art #870	6/1/2024	2024-2025 School Year Face Painting	With the money raised, we will be able to purchase art supplies and classroom/student/teacher resources. Additional student learning expenses, professional development related expenses, field trip expenses, and/or school giveaways, rewards, and awards can be paid for with the money raised.
Sapulpa Jr./Sr. High Art	SJH Art #870	6/1/2024	2024-2025 School Year Laser Cut/Engraved Items	With the money raised, we will be able to purchase art supplies and classroom/student/teacher resources. Additional student learning expenses, professional development related expenses, field trip expenses, and/or school giveaways, rewards, and awards can be paid for with the money raised.
SJH & SHS	FFA	8/22/2024	Calendars & Magazines Fundraiser	Activities contest, supplies and equipment
Sapulpa Jr./Sr. High Art	SJH Art #870	6/1/2024	2024-2025 School Year Mural Fundraisers	With the money raised, we will be able to purchase art supplies and classroom/student/teacher resources. Additional
Sapulpa Jr./Sr. High Art	SJH Art #870	6/1/2024	2024-2025 School Year Awkward Photoshoot	With the money raised, we will be able to purchase art supplies and classroom/student/teacher resources. Additional student learning expenses, professional development related expenses, field trip expenses, and/or school giveaways, rewards, and awards can be paid for with the money raised.
Junior High	Cheer	6/17/2024	Social Media Squares- post on social media- each square has a dollar amount that people can donate to.	to help the cheerleaders pay for camp costs
Junior High	cheer	7/8/2024	50/50 raffle	to support camp costs and warmups
JHS	Leadership / Stuco	8/29/2024	Back to School Dance	Funds will go back to Students/Teachers/food /supplies/events

FUNDRAISERS 2023-24 School Year

SITE	CLUB	DATE OF EVENT	FUNDRAISER	HOW FUNDS WILL BE USED
Sapulpa Youth softball fields	Softball	6/18/2024	Youth camp for softball	For the softball team
High school	Baseball	6/3/2024	Youth Skills Camp	Staffing and Summer Baseball
Sapulpa High School	FFA	6/28/2024	Sweet Corn Sales	Contest fees, program expenses, equipment, curriculum, continuing education, etc.
SHS	Girls Basketball	9/28/2024	Annual Golf Scramble	Team Gear, Team Meals, Team seasonal necessities
SHS	Girls Basketball	8/24/2024	Community Kickoff-Sporting Event	Program Necessities for the season
SHS	Girls Basketball	9/23/2024	Pink Out Shirts-Breast Cancer Awareness	Team meals, Team gear, Program Needs
High School	Junior Class	8/15/2024	tee-shirt sales for junior class/general spirit wear	The funds will be used for early prom deposits.
High School	Junior class	8/15/2024	vending machine	Early prom deposits
SJH and SHS	FFA	8/22/2024	Meat Sales	Activities, contests, entries and classroom supplies and equipment
Sapulpa Jr./Sr. High Art	SJH Art #870	6/1/2024	2024-2025 School Year Art Show Sales	With the money raised, we will be able to purchase art supplies and classroom/student/teacher resources. Additional student learning expenses, professional development related expenses, field trip expenses, and/or school giveaways, rewards, and awards can be paid for with the money raised.
Sapulpa Jr./Sr. High Art	SJH Art #870	6/1/2024	2024-2025 School Year Apparel	With the money raised, we will be able to purchase art supplies and classroom/student/teacher resources. Additional student learning expenses, professional development related expenses, field trip expenses, and/or school giveaways, rewards, and awards can be paid for with the money raised.
SJH	FCCLA	8/22/2024	Snacks at Chieftain Community Kickoff	Recruitment party
Sapulpa Jr./Sr. High Art	SJH Art #870	6/1/2024	2024-2025 School Year Stained Glass Classes/Parties	With the money raised, we will be able to purchase art supplies and classroom/student/teacher resources. Additional student learning expenses, professional development related expenses, field trip expenses, and/or school giveaways, rewards, and awards can be paid for with the money raised.
SJH and SHS	FFA	8/22/2024	Flower Sales (Fall & Spring)	Activities, equipment, supplies, travel

FUNDRAISERS 2023-24 School Year

SITE	CLUB	DATE OF EVENT	FUNDRAISER	HOW FUNDS WILL BE USED
High school	Boys Basketball Booster	6/1/2024	Membership dues	program needs and wants
High school	Boy's basketball	7/15/2024	Business sponsorships	Program needs and wants
High school	Boys basketball	7/15/2024	Letter writing campaign	Program needs and wants
Middle school / jr high	Boys basketball	7/15/2024	Car wash	Program needs and wants
Middle school/jhi	Boys basketball	7/20/2024	Hot dog sales at atwoods	Program needs and wants
High school	Boys basketball	6/30/2024	Firework sales	Program needs and wants
High school	Boys basketball	6/30/2024	Youth tournaments	Program needs and wants
High school	Boys basketball	7/10/2024	Various restaurant discount nights	Program needs and wants
Sapulpa High School	Ping Pings	6/6/2024	Sponsor Day	To help with any and all costs including uniforms, travel, food, etc.

MINUTES AND RESOLUTION AUTHORIZING ISSUANCE OF BONDS

Pursuant to notice given under the Open Meeting Act, the Board of Education of Independent School District Number 33 of Creek County, State of Oklahoma, met in special session in the Washington Administrative Center, Board Room, 511 E. Lee Avenue, Sapulpa, Oklahoma, in said school district on the 30th day of May, 2024, at 12:00 o'clock p.m.

PRESENT:

ABSENT:

Notice of this special meeting was given in writing to the County Clerk of Creek County, Oklahoma at 12:15 p.m. on the 17th day of May, 2024, forty-eight (48) hours or more prior to this meeting, and public notice of this meeting, setting forth the date, time, place and agenda was posted in the lobby of the Administrative Center in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at ____ .m. on the ___ day of May, 2024, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

Notice of said meeting and agenda have also been posted on the School District's website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

(OTHER PROCEEDINGS)

Thereupon _____ introduced a Resolution by reading the Title, and upon motion by _____ seconded by _____, said Resolution was adopted by the following vote:

Aye:

Nay:

Said Resolution was thereupon signed by the President, attested by the Clerk, sealed with the seal of said School District and is as follows:

RESOLUTION

A RESOLUTION PROVIDING FOR THE ISSUANCE OF THE GENERAL OBLIGATION TRANSPORTATION EQUIPMENT BONDS, SERIES 2024, IN THE SUM OF \$635,000, BY INDEPENDENT SCHOOL DISTRICT NUMBER 33 OF CREEK COUNTY, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE: DEEMING THE PRELIMINARY OFFICIAL STATEMENT "FINAL" FOR THE PURPOSES OF SEC RULE 15(C)2-12; AFFIRMING THE SCHOOL DISTRICT'S INTENTION TO ASSIST UNDERWRITERS IN COMPLYING WITH SEC RULE 15C2-12(B)(5); PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME; AND FIXING OTHER DETAILS OF THE ISSUE.

WHEREAS, on the 12th day of September, 2023, pursuant to notice duly given, an election was held in Independent School District Number 33 of Creek County, Oklahoma, for the purpose of submitting to the registered qualified electors of such District the question of the issuance of the Bonds of said District in the sum of \$276,750,000 to provide funds for the purpose of improving or acquiring school sites, constructing, repairing, remodeling and equipping school buildings, and acquiring school furniture, fixtures and equipment; or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (Proposition #1); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Creek County, Oklahoma, at said election there were cast by the registered qualified electors of said School District on the question of the issuance of \$276,750,000 of bonds for the purpose of improving or acquiring school sites, constructing, repairing, remodeling and equipping school buildings, and acquiring school furniture, fixtures and equipment; or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (Proposition #1), 2,320 votes, of which 1,416 were in favor of and 904 were against the issuance of said Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition #1 cast their ballots in favor of the issuance of said Bonds, as certified by the County Election Board of Creek County, Oklahoma on the 22nd day of September, 2023, the issuance has been duly authorized; and

WHEREAS, on the 12th day of September, 2023, pursuant to notice duly given, an election was held in Independent School District Number 33 of Creek County, Oklahoma, for the purpose of submitting to the registered qualified electors of such District the question of the issuance of the Bonds of said District in the sum of \$2,500,000 to provide funds for the purpose of acquiring transportation equipment and auxiliary transportation equipment; or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (Proposition #2); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Creek County, Oklahoma, at said election there were cast by the registered qualified electors of said School District on the question of the issuance of \$2,500,000 of bonds for the purpose of acquiring transportation equipment and auxiliary transportation equipment; or in the alternative to acquire all or a distinct portion of such property pursuant to a lease purchase arrangement (Proposition #2), 2,334 votes, of which 1,442 were in favor of and 892 were against the issuance of said Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition #2 cast their ballots in favor of the issuance of said Bonds, as certified by the County Election Board of Creek County, Oklahoma on the 15th day of September, 2023, the issuance has been duly authorized; and

WHEREAS, Independent School District Number 33 of Creek County, Oklahoma has previously determined to sell the approved Bonds in separate series, and

WHEREAS, Independent School District Number 33 of Creek County, Oklahoma has previously issued \$3,460,000 of the authorized Building Bonds (Proposition #1) and such bonds were known as the \$3,460,000 General Obligation Building Bonds, Series 2023B, and

WHEREAS, Independent School District Number 33 of Creek County, Oklahoma desires to issue at this time \$635,000 of the authorized Transportation Equipment Bonds (Proposition #2) and such bonds shall be known as the \$635,000 General Obligation Transportation Equipment Bonds, Series 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 33 OF CREEK COUNTY, OKLAHOMA:

SECTION 1. That there are hereby ordered and directed to be issued the bonds of said School District in accordance with the forms hereinafter set out, in the aggregate amount of Six Hundred Thirty-Five Thousand Dollars (\$635,000), which said Bonds shall be designated "General Obligation Transportation Equipment Bonds, Series 2024", shall be dated July 1, 2024, and become due and payable and bear interest from their date until paid as follows:

\$635,000 maturing on July 1, 2026 at ____%

Payable on the 1st day of July, 2026. The bonds are issuable as registered Bonds in denominations of \$5,000 or any multiple thereof.

SECTION 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF OKLAHOMA**

No. ____ \$ _____

Independent School District Number 33 of Creek County, Oklahoma
General Obligation Transportation Equipment Bonds, Series 2024

Interest Rate: Maturity Date: Dated: Cusip No.:

KNOW ALL MEN BY THESE PRESENTS: That Independent School District Number 33 of Creek County, Oklahoma, a body corporate, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

CEDE & Co, as nominee of THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK,

or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable on the first day of July 1, 2026.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of UMB Bank, n.a., Oklahoma City, Oklahoma (herein called the "Paying Agent/Registrar/Paying Agent") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record and before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent.

THE FULL FAITH, CREDIT, AND RESOURCES of said District are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, denomination, and terms of redemption, totaling the principal sum of Six Hundred Thirty-Five Thousand Dollars (\$635,000). This Bond, authorized on September 12, 2023, and the Bonds of the issue of which it is one, are issued to provide funds for the purpose of (i) \$635,000 to provide funds for the purpose of acquiring transportation equipment and auxiliary transportation equipment; all pursuant to Section 26, Article 10, of the Constitution, and Title 70 Chapter XV, Oklahoma Statutes, and other statutes of the State supplementary and amendatory thereto. The Bonds are not subject to redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent, who shall also act as the Registrar/Paying Agent of the School District, on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Registrar/Paying Agent, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Registrar/Paying Agent shall not be required to make such transfer after the fifteenth (15) day preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar/Paying Agent will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar/Paying Agent for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said District, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said School District has caused this Bond to be signed by the President of the Board of Education, attested by its Clerk, and sealed with the seal thereof this 1st day of July, 2024.

President, Board of Education

ATTEST:

Clerk, Board of Education

(SEAL)

Authentication Certificate

This Bond is one of the Bonds of the issue described in the Transcript of Proceedings prepared for this Bond issue and is one of the General Obligation Transportation Equipment Bonds, Series 2024, of Independent School District Number 33 of Creek County, Oklahoma.

Date of Registration and Authentication.

By: Authorized Officer

State of Oklahoma)
) SS.
County of Creek)

We, the undersigned, District Attorney and County Clerk, respectively, of said County, in said State, in which the within named District is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named District pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said District by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seal of said County this 1st day of July, 2024.

County Clerk
Creek County, Oklahoma

District Attorney
District Number 24

(SEAL)

lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of bonds of like kind; and that said bond is a valid and binding obligation according to its tenor and terms, and, under the provisions of Title 62, Oklahoma Statutes, Sections 11, 13, and 14, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty days from the date of this approval of said bond appearing in the caption hereto.

Attorney General
Ex-Officio Bond Commissioner of the
State of Oklahoma

SECTION 3. That each of said Bonds shall be signed by the manual or facsimile signature of the President of the Board of Education, have the corporate seal of said School District affixed thereto, and be attested by the Clerk of the Board of Education; that said officers are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said Board; have the same registered by the Treasurer of said School District, endorsed by the District Attorney and County Clerk, and presented to the Attorney General Ex-Officio Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issuance, for his approval and endorsement; that thereafter the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purposes set out in the Bond in Section 2 hereof. The School District certifies and covenants that none of the proceeds of the Bonds described herein will be used to pay interest on any lease, lease-purchase contract, lease purchase installments or other obligations, nor will Bond proceeds be used in violation of applicable provisions of the Oklahoma Constitution and laws.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar/Paying Agent shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar/Paying Agent shall cause additional registered Bonds to be prepared, at the expense of School District. The School District covenants that upon request of the Registrar/Paying Agent, its appropriate officers promptly will execute such additional registered Bonds on behalf of the School District.

SECTION 5. The Registrar/Paying Agent for all registered Bonds issued pursuant to this Resolution shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar/Paying Agent will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar/Paying Agent, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered

Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar/Paying Agent, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar/Paying Agent, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar/Paying Agent for registration of transfer shall be canceled by the Registrar/Paying Agent on the face thereof and the Registrar/Paying Agent shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$5,000 or any whole multiple thereof. The Registrar/Paying Agent shall not be required to make such transfer after the fifteenth (15) day preceding any interest payment date until after said latter date.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes, Section 582(13)(b), whereby books shall be maintained on behalf of the School District by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds, which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2025 a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said School District, in addition to all other taxes, said sinking fund to be designated "General Obligation Transportation Equipment Bonds, Series 2024, Sinking Fund." Said tax shall be and is hereby ordered certified, levied, and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The Preliminary Official Statement dated May 22, 2024 (the "Preliminary Official Statement") outlining the terms, conditions and security for the Bonds, is hereby adopted and approved and the President of the Board of Education is authorized to approve any corrections, additions or deletions thereto for and on behalf of the Board of Education and is further authorized and directed to execute and deliver same for and on behalf of the Board of Education; provided further, that the information contained in said Preliminary Official Statement with respect to the School District is correct in all material respects and such information does not contain any untrue statements of a material fact and does not omit to state a material fact

necessary to make the statements made in such Preliminary Official Statement, in light of the circumstances in which they were made, not misleading. The Board of Education hereby deems the Preliminary Official Statement "near final" in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934. The Board of Education authorizes the Underwriter to distribute the Preliminary Official Statement in connection with the sale of the General Obligation Transportation Equipment Bonds, Series 2024.

SECTION 9. The Board of Education determines and intends to provide, for the benefit of the Bondholders, certain financial information and operating data relating to the School District by not later than eight months following the end of its fiscal year (the "Annual Financial Information"), and to provide notices of the occurrence of certain enumerated events. The Annual Financial Information will be filed by the School District with each Nationally Recognized Municipal Securities Information Repository (NRMSIR). The notices of material events will be filed by the School District with either each NRMSIR or the Municipal Securities Rulemaking Board and each State Repository. The specific nature of the information to be contained in the Annual Financial Information or the notices of material events is included in the Continuing Disclosure Agreement adopted by the Board. These covenants have been made in order to assist the Underwriters in complying with SEC Rule 15c2-12(b)(5). Concurrent with the approval of the Resolution Authorizing Issuance of Bonds, the School District will execute a Continuing Disclosure Agreement detailing its disclosure obligations to Bondholders.

ADOPTED AND APPROVED THIS 30TH DAY OF MAY, 2024.

President, Board of Education

ATTEST:

Clerk, Board of Education

(SEAL)

State of Oklahoma)
) SS.
County of Creek)

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 33 of Creek County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the issuance of bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board had at a special meeting thereof held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears on record in my office.

WITNESS my hand and official seal this 30th day of May, 2024.

Clerk, Board of Education

(SEAL)



Sapulpa Public Schools
Board of Education
511 East Lee Avenue,
Sapulpa, Oklahoma 74066

Re: SPS High School Building 200 Reroof Project

Esteemed members,

On May 14, 2024, at 2:00 p.m. in accordance with state rules and regulations, Sapulpa Public Schools opened bids for the referenced project as advertised. Six bids were submitted from regional roofing contractors.

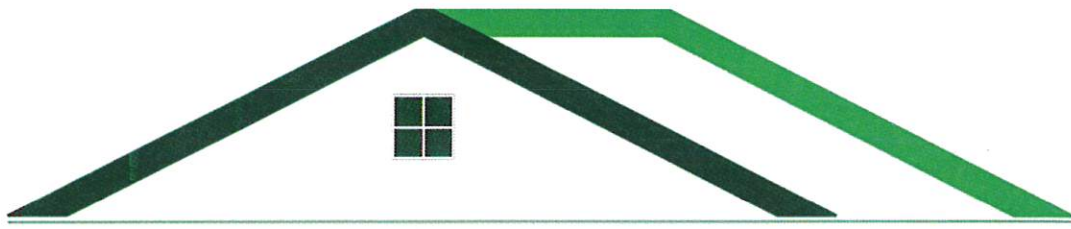
Upon review of all bids received, it is the recommendation of Reed Architects and Interiors, LLC for Sapulpa Public Schools to declare Trimac Companies 42504 Wolverine Road, Shawnee, Oklahoma 74085 as the successful bidder and to enter into a contract to perform the work contained in the bid plans and specifications. We are of the opinion this bidder was sufficiently responsive to the bid requirements and their proposal would be of the best use of the dedicated funds for this project.

Thank you for this opportunity to provide services for this worthy project. We look forward to the successful Construction Phase of this project.

Please advise should you have any questions or if we can provide further information or if we can assist in contract preparations.

Sincerely,

David Reed, Architect



Trimac Construction

Commercial Roofing and Construction



Sapulpa High School Building 200 Re-Roofing Project

Sapulpa High School Building 200

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42504 Wolverine Road
Shawnee, Ok 74804
Fax: (405) 214-0105
Lic. No. **80001208**
Commercial Endorsement Effective

SAPULPA HIGH SCHOOL BUILDING 200 RE-ROOF PROJECT
Detailed Tasks

Tectum Area:

- Remove all roofing that is currently in place to Tectum deck
- Inspect and replace any bad Tectum if necessary
- Document replacement with photos
- Build pony wall on North, East and West walls to accept taper
- Build short pony wall on south edge to accept taper and create an expansion joint gap
- Install 2 layers of 2.6" ISO and a full taper system, adhered application
- Install 60 mill fully adhered TPO system
- Raise any gas lines, curbs, electric lines, HVAC lines as necessary.
- Install gutters, edge metals, expansion joint
- We will remove curbs noted on plans and deck in the hole

Gym Area:

- Remove all roofing that is in place to metal decking
- Inspect and replace metal decking as necessary, document with photos
- Install 2 layers of 2.6" ISO mechanically fastened
- Install 60 mill fully adhered system
- Cut wall to provide a place for gutter
- Install gutter, downspouts and coping metals

Metal Roof:

- Pressure wash entire roof surface
- Install a silicone coating system per manufacture specifications

Duration 70 Calendar Days

Date: 5-15-24

Sign: 
CEO

Print: Andy McCaslin



May 15, 2024

Trimac Construction Services LLC
42504 Wolverine Road
Shawnee, OK 74804
United States

Project: Authorized Applicator Letter

To Whom It May Concern:

This letter is to confirm that Trimac Construction Services LLC in Shawnee, OK is a Versico Authorized Contractor.

If you should have any further questions, please feel free to contact me.

Sincerely,

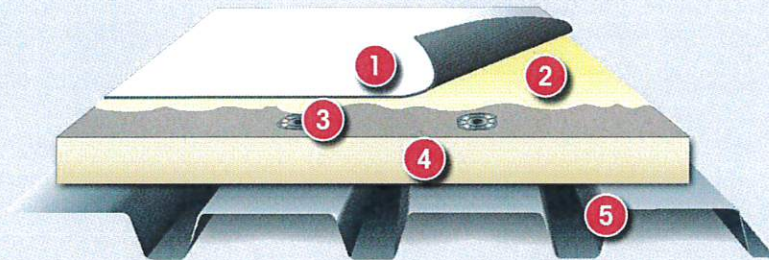
A handwritten signature in black ink, appearing to read "KZ", is positioned below the word "Sincerely,".

Kellen Zawadzki
Regional Sales Manager





Fully Adhered Systems



Typical Applications

- 1 VersiWeld® TPO Membrane
- 2 Versico Bonding Adhesive
- 3 Versico Fasteners and Plates
- 4 Versico Approved Insulation
- 5 Approved Roof Deck

VersiWeld 5-, 10-, 15-, and 20-year Total System Warranties*

1. Membrane:

- 45-mil VersiWeld TPO (15-year max.)
- ✓ 60-mil VersiWeld TPO
- 80-mil VersiWeld TPO
- 45-mil VersiWeld HS (15-year max.)
- 60-mil VersiWeld HS
- 80-mil VersiWeld HS
- 60-mil VersiWeld QA TPO

2. Membrane Bonding Adhesive:

- VersiWeld TPO Bonding Adhesive
- Aqua Base 120
- VersiWeld TPO Low VOC Bonding Adhesive
- Low-VOC 1168
- ✓ CAV-GRIP™ 3V Low-VOC Adhesive/Primer

3. Versico Insulation Fasteners and Insulation Plates or Adhesive:

- ✓ Flexible DASH Adhesive
- HPV (steel/wood)
- Insulfite (steel/wood)
- ASAP (steel/wood)
- CD-10 (concrete)
- ✓ HPVX (steel/wood)
- MP 14-10 (concrete)
- ✓ GypTec® (gypsum or cementitious wood fiber)
- Lite-Deck (gypsum or cementitious wood fiber)

4. Cover Board (optional):

- SecurShield™ HD
- SecurShield HD Plus
- DuraStorm VSH™
- SECUROCK® Gypsum-Fiber (new construction and tear-offs only)
- DensDeck® Prime (new construction and tear-offs only)
- Recovery Board (15-year max. on re-cover)

5. Acceptable Insulation:

- VersiCore MP-H® Polyiso
- ✓ SecurShield Polyiso
- SecurShield HD Composite
- Insulfoam EPS (cover board required)
- Insulfoam EPS Composite
- XPS (cover board required)
- OPTIM-R® (SecurShield HD coverboard required)
- DeckVent (SecurShield insulation required)

6. Vapor Barrier (optional for new or tear-off only):

- VapAir Seal™ 725TR (direct to concrete, wood, gypsum, or thermal barrier)
- VapAir Seal MD (direct to metal deck only, fastening of above insulation board required)
- SureMB 90/120TG Base (direct to concrete or thermal barrier only)
- SureMB 90 Base Ply (see Versico Specs and Details)
- Polyethylene (by others, fastening of above insulation board required)
- G2 Base Sheet

7. Thermal Barrier (optional for new or tear-off only, not for use directly over concrete decks):

- DensDeck Prime
- SECUROCK Gypsum Fiber

8. Deck:

- ✓ 22-gauge or heavier steel
- Structural concrete
- Wood plank
- Minimum 1⁵/₃₂" plywood
- Gypsum
- ✓ Cementitious wood fiber
- Approved lightweight insulating concrete

9. Metal Edging:

- ✓ Shop-fabricated metal
- Versico VersiTrim™
- Metal by others

10. Applicable Details:

- TPC-1, TPC-2, TPC-3, TPC-5, TPC-6, TPC-8, TPC-9, TPC-12, TPC-13, TPC-15, TPC-16, TPC-18, TPC-20, TPC-24**

11. Construction Type:

- New Construction
- ✓ Complete Tear-off
- Re-cover (remove and replace wet or damaged insulation prior to installation)

12. Slope:

- Positive slope required.

*Buildings up to 100-foot tall with 55-mph wind speed coverage. Projects requiring warranty wind speeds greater than 55 mph should be reviewed by a Versico representative. All products must be supplied by Versico to be included in the warranty coverage. All roof systems can only be accepted upon inspection by a Versico Field Service Representative. Versico reserves the right to change or enhance any of the above components due to specific or unique project conditions. The intent of this document is to verify the proposed roof assembly meets the requested warranty. Versico is not responsible for local and state building code requirements, and any discrepancy should be clarified by the design professional of record. Refer to Versico's most currently published specifications and details for additional information.

**Includes all iterations of each detail. For example, TPC encompasses TPC-1.1, TPC-1.2, TPC-1.3, TPC-1.4, TPC-1.5 and TPC-1.6





Insulation Fastening Rates 5-, 10-, 15-, and 20-year Warranties

Top layer of insulation ⁵ / coverboard	4' x 8' board ^{2,3}	Bead adhesive spacing for 4' x 4' boards ^{1,4}	
		Field	Field Perimeter
Minimum 1.5"-thick VersiCore MP-H Polyiso, SecurShield Polyiso, or SecurShield HD Composite Polyiso Insulation	10	12" o.c.	6" o.c.
Minimum 2.0"-thick VersiCore MP-H Polyiso, SecurShield HD Polyiso, or SecurShield HD Composite Insulation	8	12" o.c.	6" o.c.
½"-thick SecurShield HD Plus ⁶ or DuraStorm	8	12" o.c.	6" o.c.
Minimum ¼"-thick DensDeck Prime or SECUROCK Gypsum-Fiber Roof Board ⁶	12	12" o.c.	6" o.c.
½"-thick SecurShield HD, Min. 1"-thick VersiCore MP-H Polyiso, or Recovery Board ⁶	16	12" o.c.	6" o.c.
1½" DuraFaceR [®]	17	12" o.c.	6" o.c.
OPTIM-R	N/A	12" o.c.	6" o.c.
DeckVent	16	N/A	N/A

¹ Insulation bead spacing shall not exceed 6" on center when adhered directly to steel decking.

² For gypsum, OSB and cementitious wood fiber decks, insulation board must be fastened with 16 fasteners and insulation plates per 4' x 8' board. Beads of adhesive shall not exceed 6" on center directly over gypsum and cementitious wood fiber decks.

³ For buildings 51-100' tall, enhance a minimum 12'-wide perimeter with 50% more insulation fasteners and plates.

⁴ Existing roof: insulation bead spacing shall not exceed 6" on center in the field and 4" on center in the perimeters and corners over gravel-surface BUR.

⁵ Minimum of 1.5"-thick insulation is required over existing coal tar pitch.

⁶ Cover boards must be installed over a minimum 1"-thick Versico approved insulation on Steel Decks.

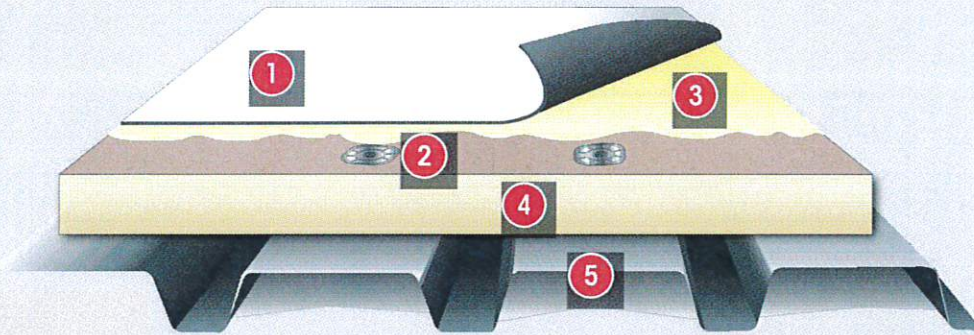


A SINGLE SOURCE FOR SINGLE-PLY ROOFING

800.992.7663 • www.versico.com



Fully Adhered Roofing System



Typical Application

- 1 VersiWeld® Reinforced Membrane
- 2 Versico Insulation Fasteners and Plates
- 3 TPO Bonding Adhesive or CAV-GRIP™ 3V Low-VOC Adhesive/Primer
- 4 Acceptable Insulation
- 5 Approved Roof Deck

Colors	White, Gray and Tan
Standard Thicknesses	45-, 60- and 80-mil
Standard Widths	6', 8', 10', 12' and 16'
Standard Lengths	100'

System Features and Benefits

- Heat-weldable membranes
- High wind uplift performance
- High hail and puncture resistance
- Top-ply membrane thickness adds improved long-term weatherability and durability

Installation

Versico's VersiWeld Fully Adhered Roofing System utilizes white, gray, or tan membranes in standard reinforced 45- or 60-mil thickness or 80-mil-thick reinforced VersiWeld Plus. VersiWeld HS Special Color TPO membranes are available in limited sizes. Refer to Versico's VersiWeld HS TPO Special Color Program Sell Sheet for details.

Insulation, where required, is secured to an acceptable roof deck. VersiWeld membrane sheets are fully adhered to the insulation or substrate with Versico's TPO Bonding Adhesive. Adjoining sheets are hot-air welded.

The above information represents a typical Versico VersiWeld Fully Adhered Roofing System. Refer to Versico's published specifications and details for more complete information.

Certified Fabricated Accessories

Certified Fabricated Accessories (CFAs) are the only factory-fabricated TPO accessories that meet the stringent quality tolerances required to be included in a warranted Versico TPO roofing system.

System Codes

- UL Class A, B and Universal Slope ratings are available over any deck type.
- FM Uplift values up to 150 psf can be achieved.

For code specifics, refer to Versico's Code Approval Guide.





Quality Assurance

Versico Authorized Contractors have received training to install Versico's VersiWeld Roofing Systems.

Inspection

Upon installation completion, and prior to the issuance of a membrane system warranty, an inspection will be conducted by a Versico Field Service Representative.

Warranty

Consult your Authorized Contractor, Versico Independent Sales Representative or Distributor for associated warranty charges.

Provided all materials are manufactured or marketed by Versico, this system properly installed and inspected on a commercial project may receive:

Warranty Options

VersiWeld TPO Membranes

	5-Year	10-Year	15-Year	20-Year	25-Year	30-Year
45-mil	X	X	X			
60-mil	X	X	X	X		
80-mil	X	X	X	X	X	X

- Puncture warranties are available for 60-mil and 80-mil VersiWeld Membrane.
- 10-year Reflectivity Warranty available on all white membranes.

For more specifics on warranty programs, contact Versico.



New Construction

Re-roofing

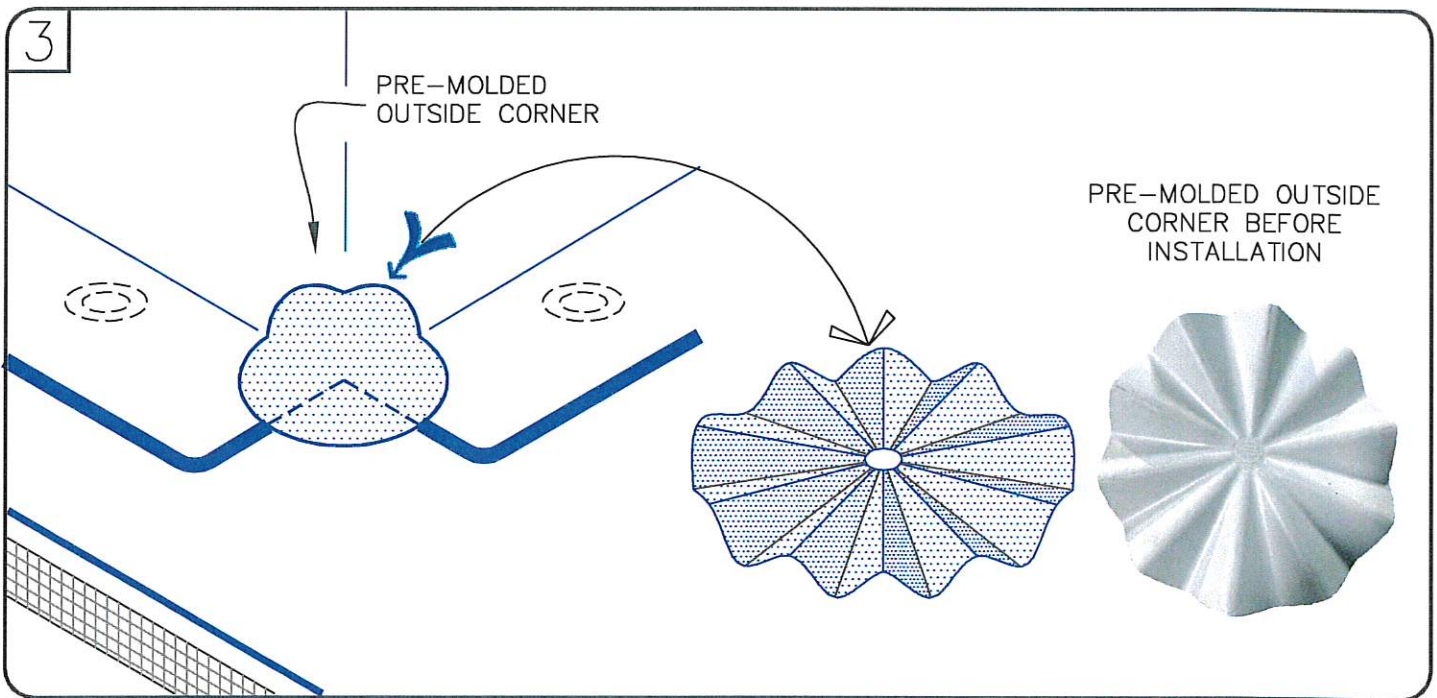
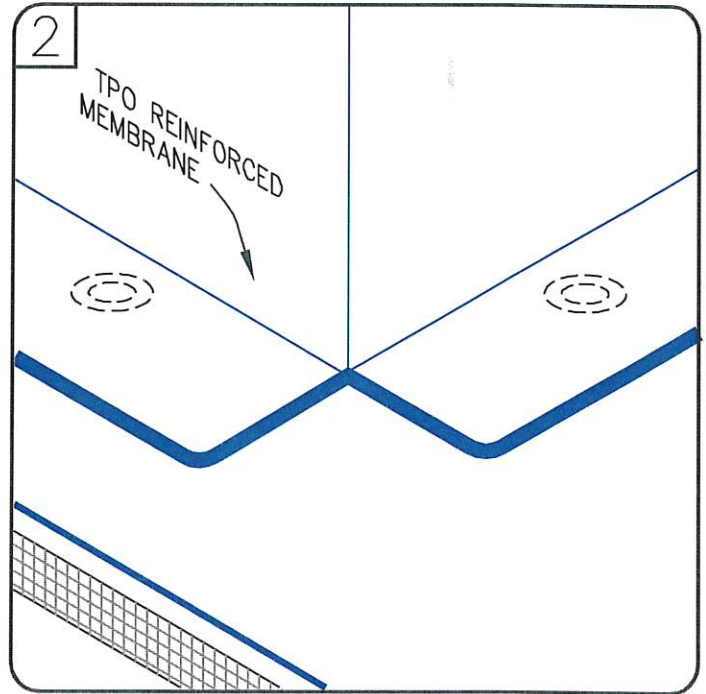
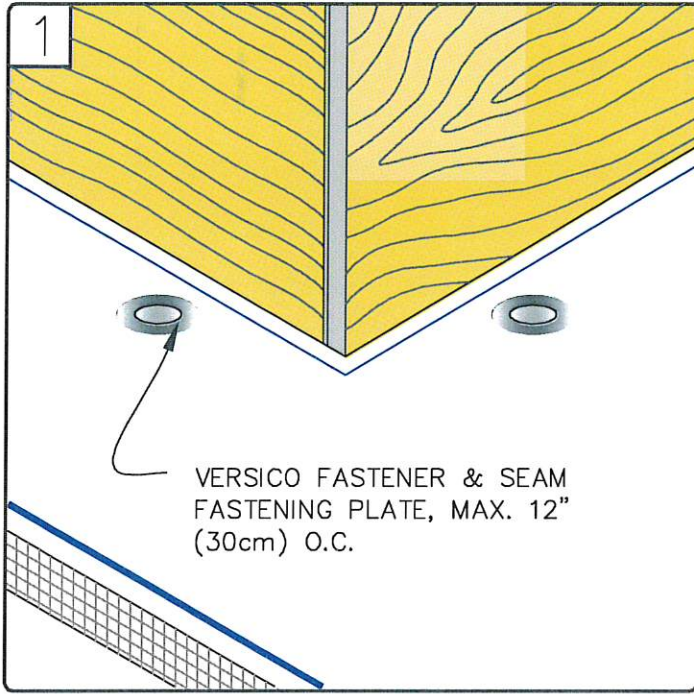
Existing or New Deck Type	Steel	Plywood or OSB	Lt. Wt. Concrete	Structural Concrete	Wood Planks	Gypsum & Fibrous Cement	Smooth-Surfaced BUR	Gravel-Surfaced BUR	Existing Single-Ply
Insulation Required	Yes	No	*Refer to Specs	No	Yes	Yes	No	Yes	Yes
Recommended Insulations	Versico Polyiso	Versico Recovery Board or Versico Polystyrene with an Approved Coverboard					← Refer to New Construction		
Insulation Attachment	Flexible DASH™ Adhesive (non-penetrating), Insultite or Versico HPV Fasteners						← Refer to New Construction		
Membrane Attachment	TPO Bonding Adhesive or CAV-GRIP 3V Low-VOC Adhesive/Primer						← Refer to New Construction		

FOR TEAR OFF OPTIONS REFER TO NEW CONSTRUCTION ABOVE. For current code approvals and warranties, visit Versico's web site or contact a design analyst.
* Refer to Versico's Current Specification for details.



A SINGLE SOURCE FOR SINGLE-PLY ROOFING

800.992.7663 • www.versico.com



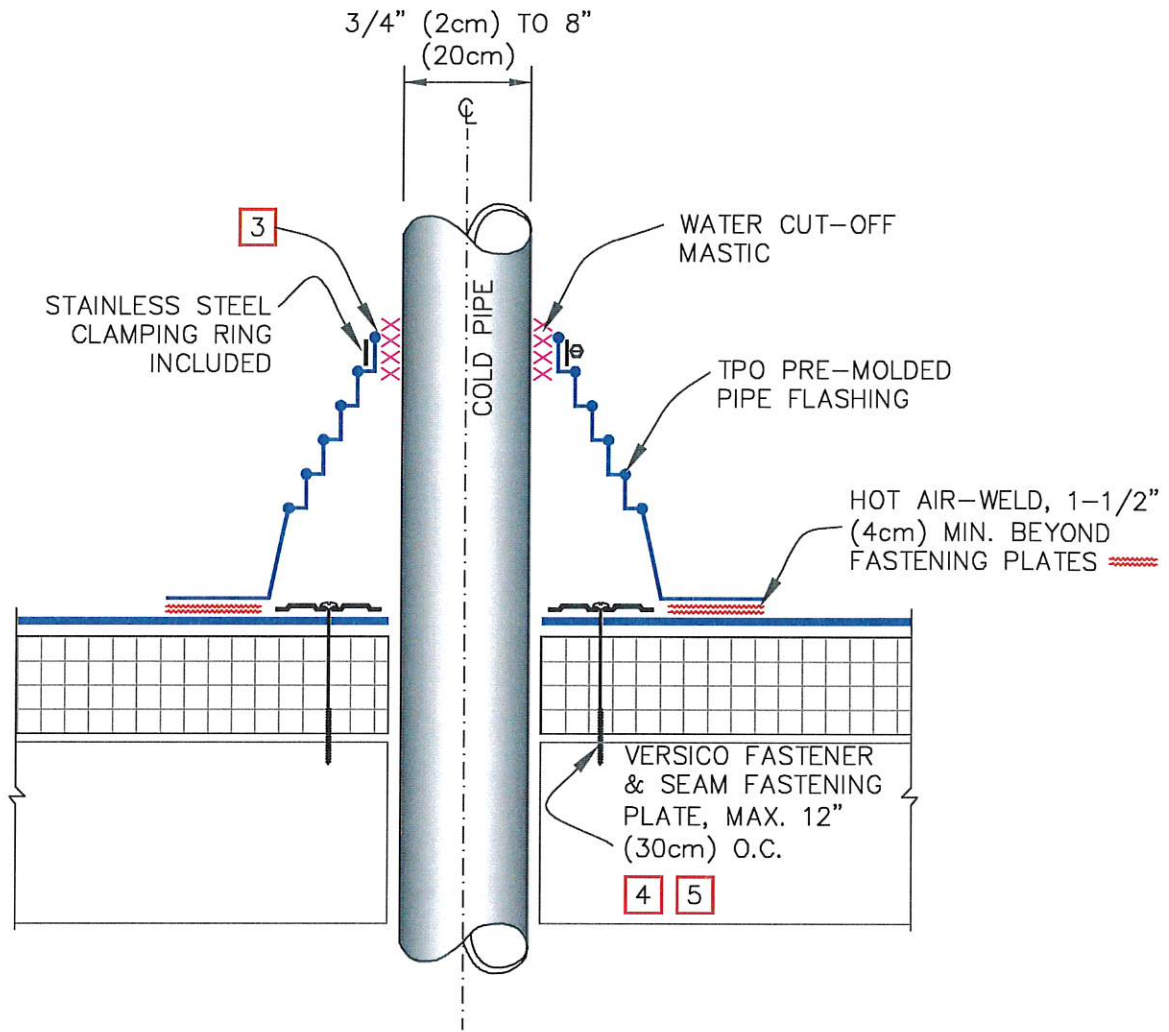
NOTES:

1. POSITION FASTENING PLATES 6" (15cm) FROM THE CORNER AND 1/2" TO 1" (1.5 TO 2.5cm) FROM EDGE OF MEMBRANE.
2. REFER TO VERSICO SPECIFICATIONS FOR ACCEPTABLE VERSICO FASTENERS AND PLATES.
3. APPROXIMATELY 1/8" (0.5cm) DIAMETER BEAD OF CUT-EDGE SEALANT IS REQUIRED ON CUT EDGES OF REINFORCED TPO MEMBRANE.



PRE-MOLDED OUTSIDE CORNER FLASHING	TPO MEMBRANE APPROVED SUBSTRATE SEE NOTE	PS (PRESSURE SENSITIVE) P&S (PEEL & STICK) QA (QUICK APPLIED)
MAXIMUM WARRANTY: 30 YEARS		

THERMOPLASTIC ROOFING SYSTEM
TPC-15.4



NOTES:

1. REMOVE ALL EXISTING LEAD AND FLASHING MATERIAL BEFORE INSTALLING PRE-MOLDED PIPE FLASHING.
2. TEMPERATURE OF THE PIPE PENETRATION MUST NOT EXCEED 160°F (71°C).
3. PRE-MOLDED PIPE FLASHING MUST HAVE INTACT RIB AT THE TOP EDGE REGARDLESS OF PIPE DIAMETER.
4. INSTALL A MINIMUM OF 4 FASTENERS AND PLATES AROUND THE PIPE, EQUALLY SPACED. IF FASTENERS AND PLATES CANNOT BE INSTALLED AS SHOWN, THEY MAY ALSO BE POSITIONED OUTSIDE THE PIPE MAXIMUM 12" (30cm) O.C. AND FLASHED WITH TPO REINFORCED MEMBRANE / TPO CUT-EDGE SEALANT. REFER TO [DETAIL TPC-8.2](#).
5. FASTENERS AND PLATES ARE NOT REQUIRED ON ADHERED SYSTEMS UNLESS PIPE DIAMETER EXCEEDS 18" (46cm).

FASTENER & PRESSURE PLATE TYPES FOR DIFFERENT ROOF DECKS

DECK TYPE	OPTION	FASTENER	PLATE
STEEL OR WOOD	A	HPVX	HPVX
	B	HPV-XL	HPV-XL
STRUCTURAL CONCRETE	A	CD-10	HPVX
	B	MP 14-10	HPVX



PRE-MOLDED FLASHING

MAXIMUM WARRANTY: 30 YEARS

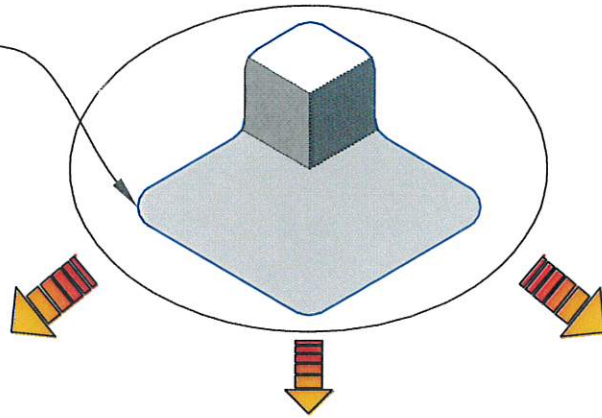
- TPO MEMBRANE
- APPROVED SUBSTRATE
- SEE NOTE

PS (PRESSURE SENSITIVE)
P&S (PEEL & STICK)
QA (QUICK APPLIED)

THERMOPLASTIC ROOFING SYSTEM

TPC-8.1

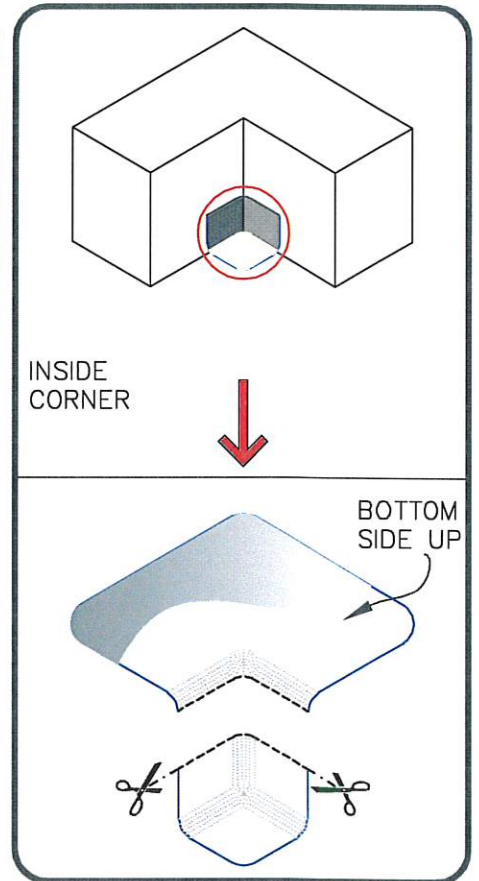
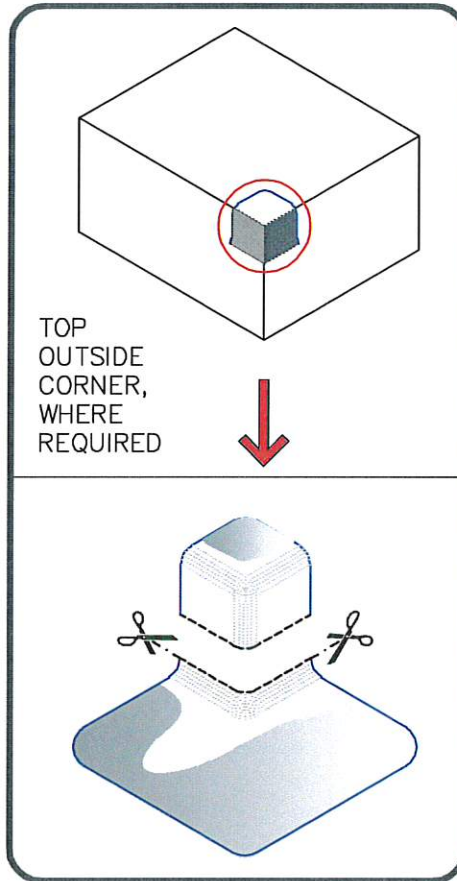
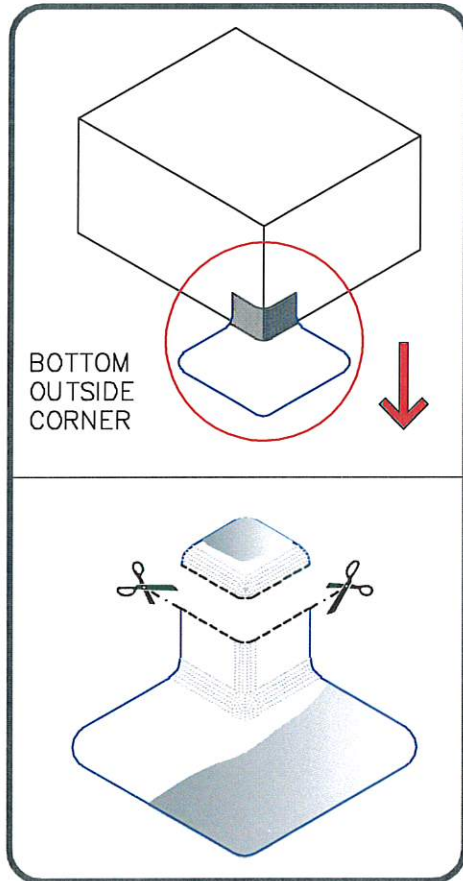
60-MIL THICK TPO,
UNIVERSAL CORNERS CAN
BE USED FOR 3 DIFFERENT
CORNER CONDITIONS AS
SHOWN BELOW



OPTION A

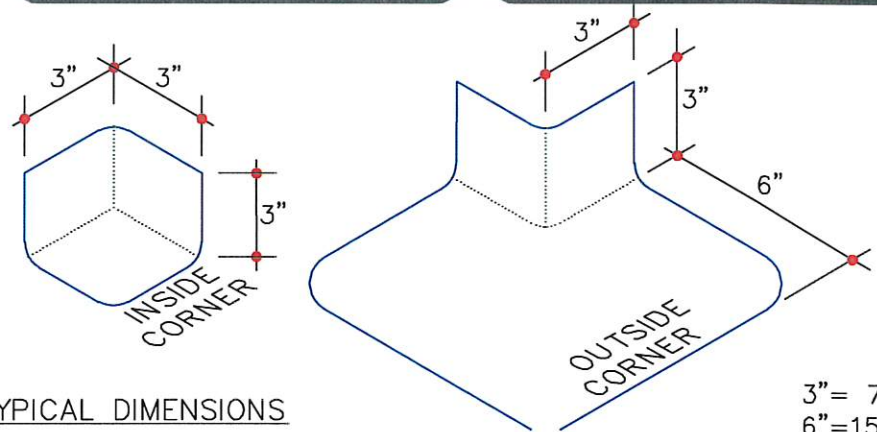
OPTION B

OPTION C



NOTES:

1. ROOF SYSTEMS MUST NOT HAVE FIELD FABRICATED OR BUILT-IN CANT STRIP.
2. REFER TO TECHNICAL DATA BULLETINS FOR COLOR AVAILABILITY.



TYPICAL DIMENSIONS

3" = 7.5cm
6" = 15cm



TPO UNIVERSAL
CORNERS—COMBINATION
INSIDE & OUTSIDE CORNERS

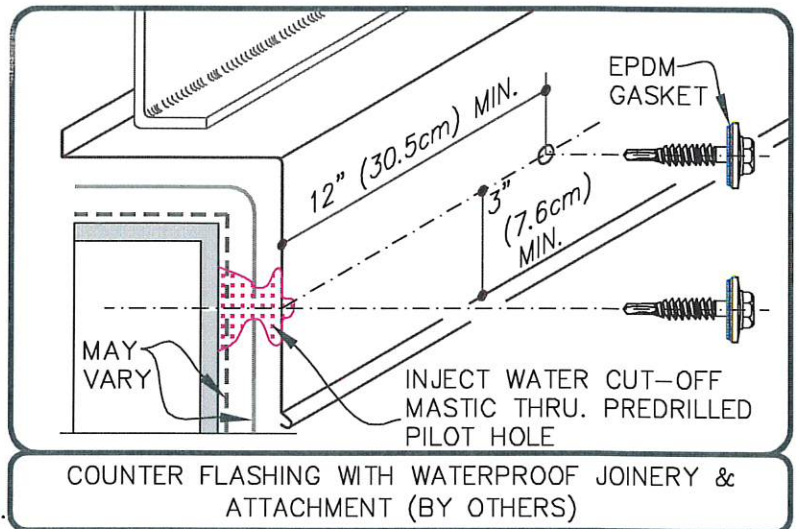
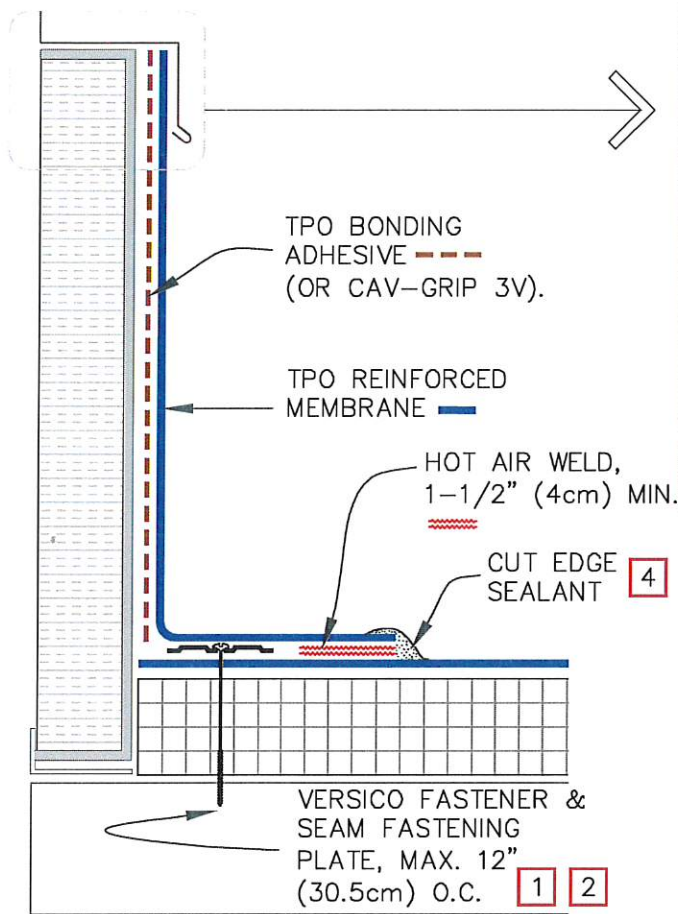
MAXIMUM WARRANTY: 30 YEARS

- TPO MEMBRANE
- APPROVED SUBSTRATE
- SEE NOTE

PS (PRESSURE SENSITIVE)
P&S (PEEL & STICK)
QA (QUICK APPLIED)

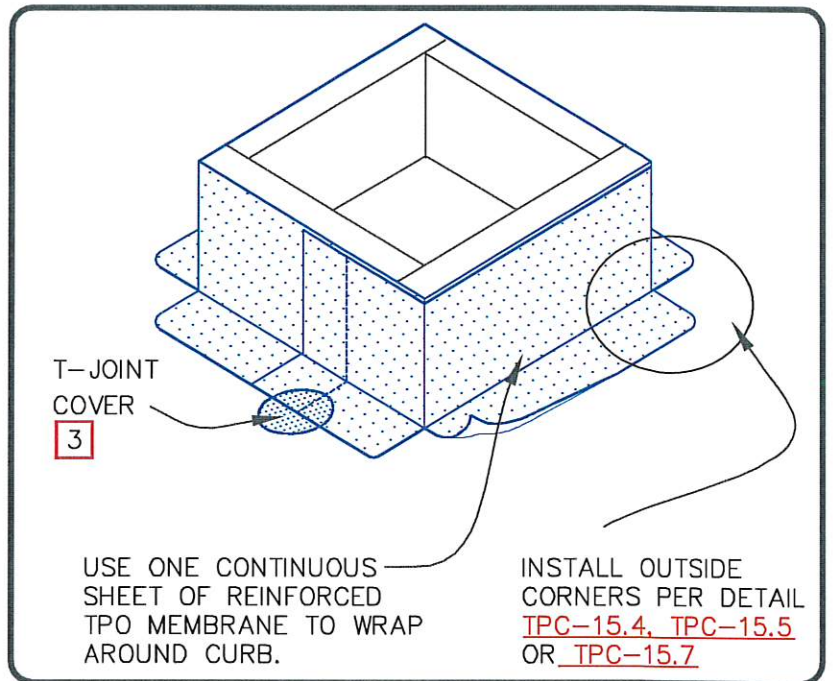
THERMOPLASTIC
ROOFING SYSTEM

TPC-15.7



NOTES:

1. REFER TO VERSICO SPECIFICATIONS FOR ACCEPTABLE VERSICO FASTENERS AND PLATES.
2. MECHANICAL SECUREMENT MAY BE INSTALLED INTO THE VERTICAL SUBSTRATE.
3. WHEN USING 80 MIL (2.03mm) THICK CURB FLASHING, THE INTERSECTIONS BETWEEN SPLICES MUST OVERLAID WITH A TPO "T-JOINT" COVER.
4. APPROXIMATELY 1/8" (0.5cm) DIAMETER BEAD OF CUT-EDGE SEALANT IS REQUIRED ON CUT EDGES OF REINFORCED TPO MEMBRANE.



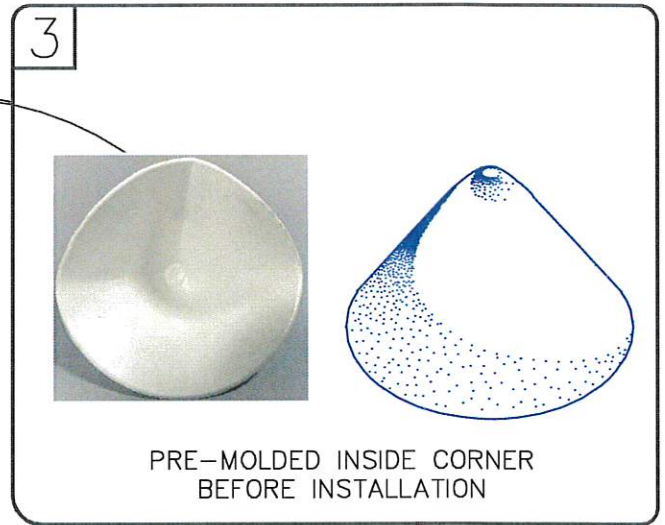
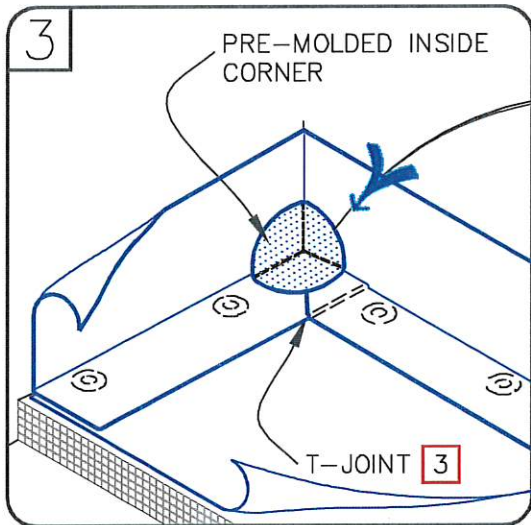
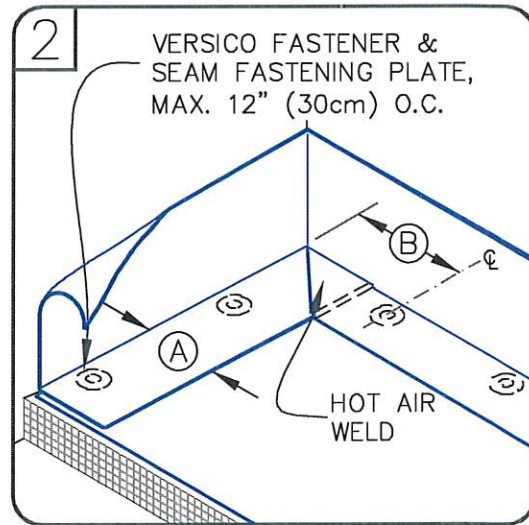
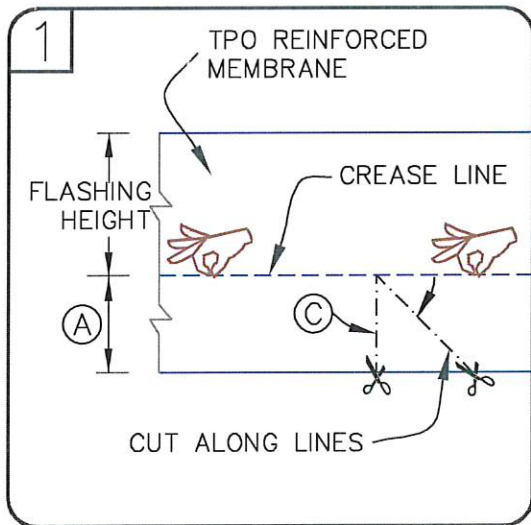
CURB FLASHING WITH TPO MEMBRANE

MAXIMUM WARRANTY: 30 YEARS

	TPO MEMBRANE	PS (PRESSURE SENSITIVE)
	APPROVED SUBSTRATE	P&S (PEEL & STICK)
	SEE NOTE	QA (QUICK APPLIED)

THERMOPLASTIC ROOFING SYSTEM

TPC-5.1



NOTES:

1. POSITION FASTENING PLATES 6" TO 9" (15 TO 23cm) FROM THE CORNER AND 1/2" TO 1" (1.5 TO 2.5cm) FROM EDGE OF MEMBRANE.
2. REFER TO VERSICO SPECIFICATIONS FOR ACCEPTABLE VERSICO FASTENERS AND PLATES.
3. WHEN USING 60-MIL TPO OR 80-MIL, APPLY A 4-1/2" (11.5cm) DIAMETER "T-JOINT" COVER AT ALL FIELD SPLICE INTERSECTIONS.
4. APPROXIMATELY 1/8" (0.5cm) DIAMETER BEAD OF CUT-EDGE SEALANT IS REQUIRED ON CUT EDGES OF REINFORCED TPO MEMBRANE.

DIMENSIONS		cm	
(A)	6"	15	APPROX.
(B)	6"-9"	15-23	
(C)	45-DEGREES APPROX.		



PRE-MOLDED INSIDE CORNER FLASHING

MAXIMUM WARRANTY: 30 YEARS

- TPO MEMBRANE
- APPROVED SUBSTRATE
- SEE NOTE

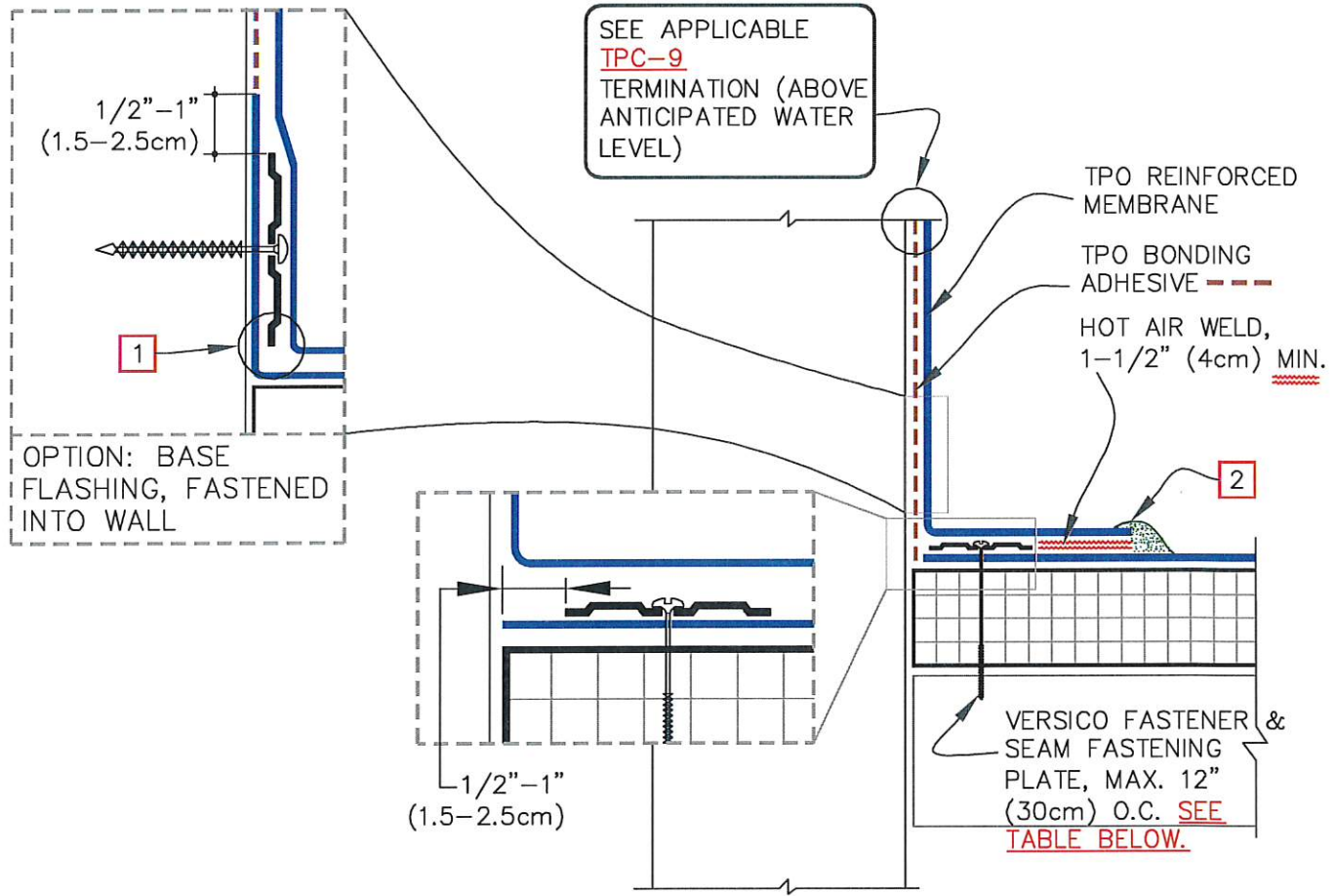
PS (PRESSURE SENSITIVE)
P&S (PEEL & STICK)
QA (QUICK APPLIED)

THERMOPLASTIC ROOFING SYSTEM

TPC-15.1

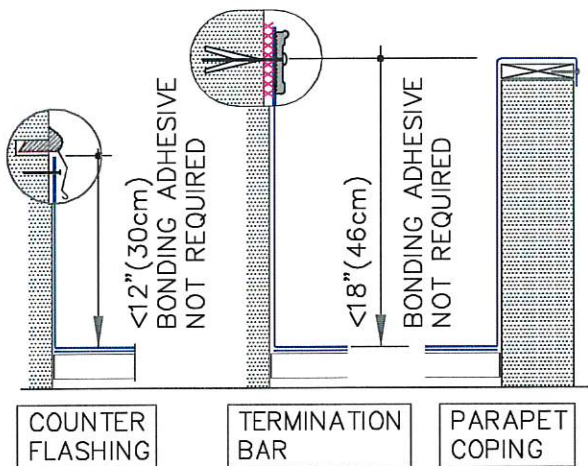
CAUTION

FASTENERS AND PLATES ARE REQUIRED AT 6" (15cm) O.C. FOR ADHERED SYSTEMS WITH WARRANTY WIND SPEED COVERAGE GREATER THAN 90 MPH AND FOR ALL PROJECTS WITH WARRANTIES GREATER THAN 20 YEARS.



FASTENER & PRESSURE PLATE TYPES FOR DIFFERENT ROOF DECKS

DECK TYPE	OPTION	FASTENER	PLATE
STEEL OR WOOD	A	HPVX	HPVX
	B	HPV-XL	HPV-XL
STRUCTURAL CONCRETE	A	CD-10	HPVX
	B	MP 14-10	HPVX



NOTES:

- CARE MUST BE TAKEN TO PRESS THE MEMBRANE TIGHTLY INTO THE ANGLE CHANGE. PLACING THE PLATES TIGHT INTO THE ANGLE CHANGE WILL HELP HOLD THE MEMBRANE IN THE PROPER POSITION.
- APPROXIMATELY 1/8" (0.5cm) DIAMETER BEAD OF CUT-EDGE SEALANT IS REQUIRED ON CUT EDGES OF REINFORCED TPO MEMBRANE.



PARAPET FLASHING FASTENED INTO WALL

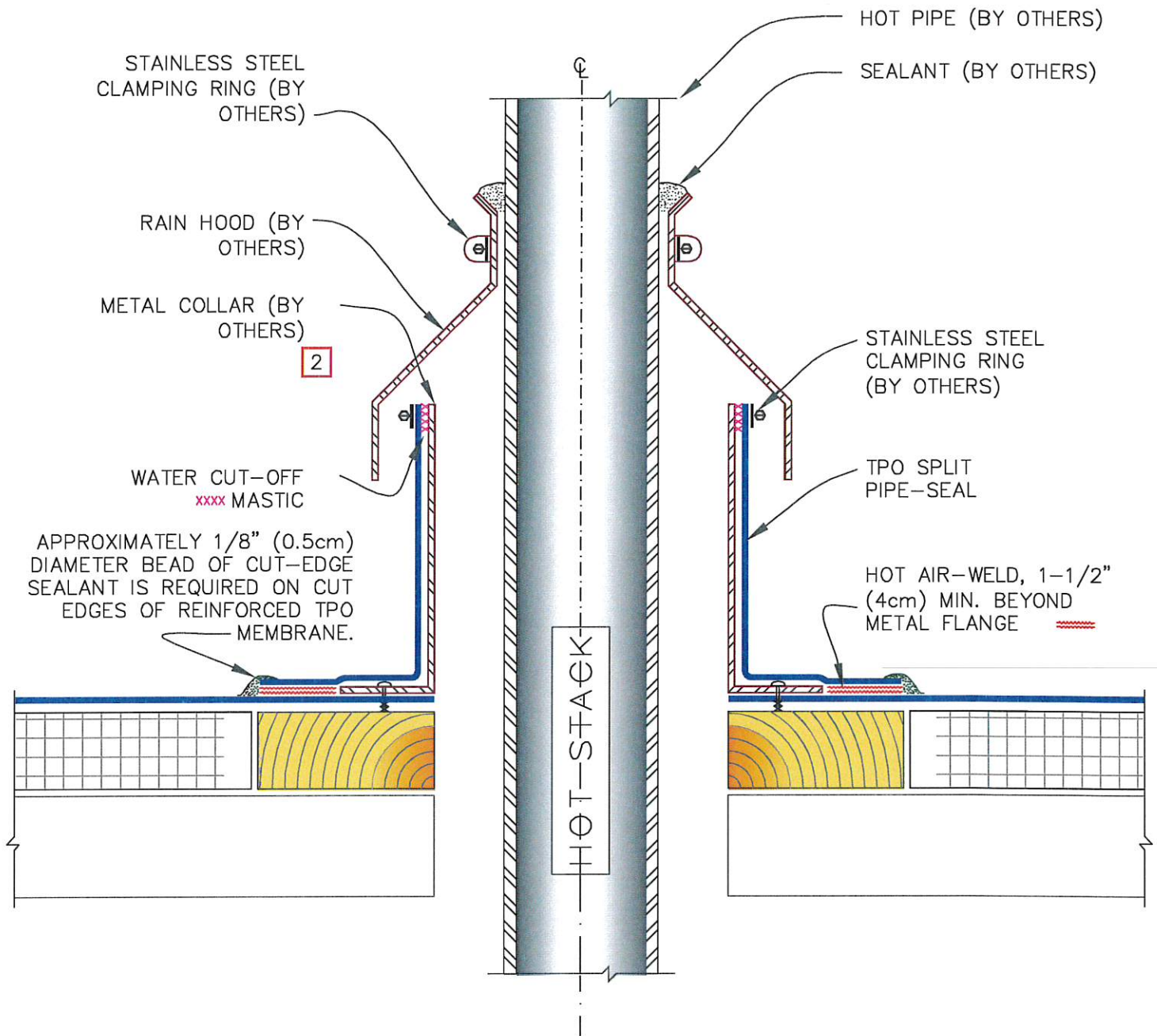
MAXIMUM WARRANTY: 30 YEARS

— TPO MEMBRANE
▣ APPROVED SUBSTRATE
0 → SEE NOTE

PS (PRESSURE SENSITIVE)
 P&S (PEEL & STICK)
 QA (QUICK APPLIED)

THERMOPLASTIC ROOFING SYSTEM

TPC-12.1



APPROXIMATELY 1/8" (0.5cm) DIAMETER BEAD OF CUT-EDGE SEALANT IS REQUIRED ON CUT EDGES OF REINFORCED TPO MEMBRANE.

NOTES:

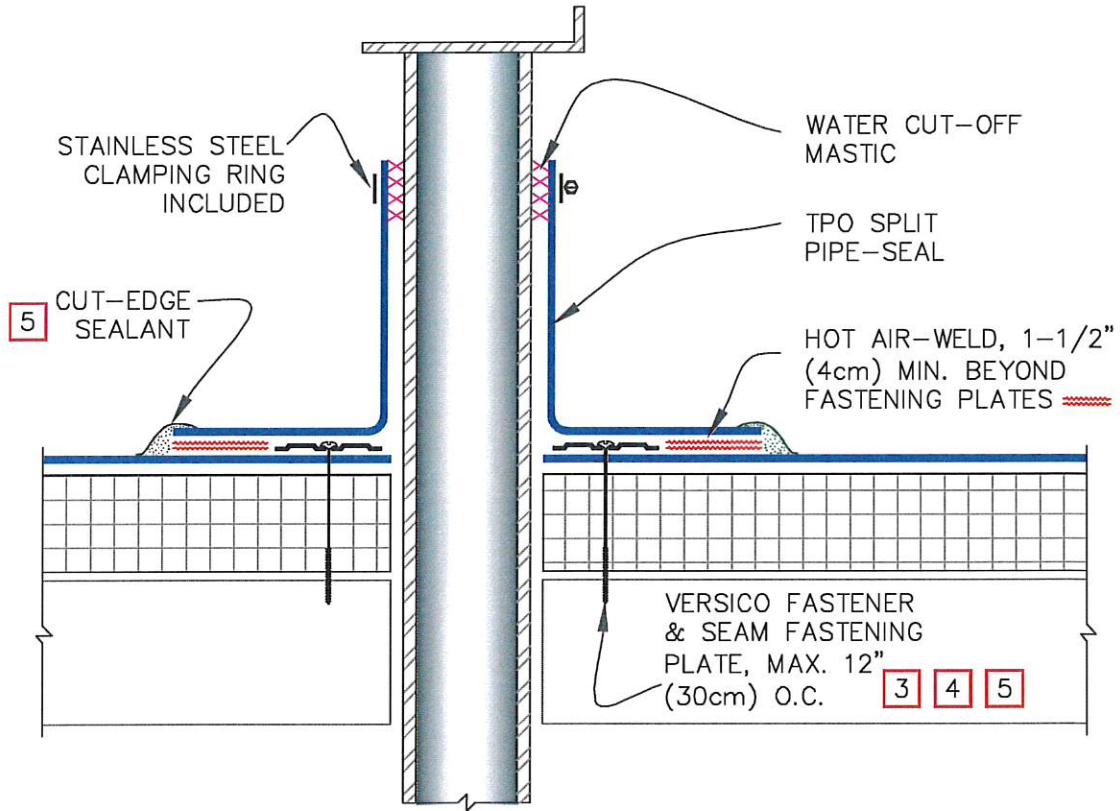
1. REMOVE ALL EXISTING LEAD AND FLASHING MATERIAL BEFORE INSTALLING PIPE FLASHING.
2. TEMPERATURE OF THE METAL COLLAR MUST NOT EXCEED 160°F (71°C).
3. T-JOINT COVERS ARE NOT REQUIRED ON WHITE, TAN OR GRAY, FOR ADDITIONAL COLORS IT IS REQUIRED TO COVER T-JOINTS.

CFA (CERTIFIED FABRICATED ACCESSORIES)



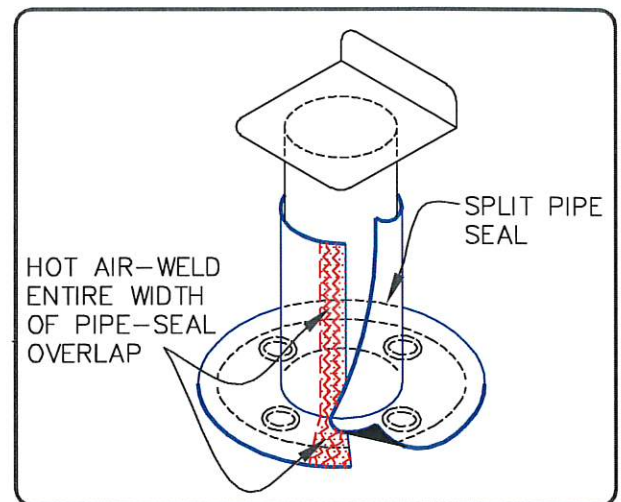
CFA CERTIFIED HOT PIPE FLASHING		<ul style="list-style-type: none"> — TPO MEMBRANE APPROVED SUBSTRATE 0 SEE NOTE 	PS (PRESSURE SENSITIVE) P&S (PEEL & STICK) QA (QUICK APPLIED)
MAXIMUM WARRANTY: 30 YEARS			

THERMOPLASTIC ROOFING SYSTEM
TPC-8.6



NOTES:

1. REMOVE ALL EXISTING LEAD AND FLASHING MATERIAL BEFORE INSTALLING SPLIT PIPE FLASHING.
2. TEMPERATURE OF THE PIPE PENETRATION MUST NOT EXCEED 160°F (71°C).
3. INSTALL A MINIMUM OF 4 FASTENERS AND PLATES AROUND THE PIPE, EQUALLY SPACED. IF FASTENERS AND PLATES CANNOT BE INSTALLED AS SHOWN, THEY MAY ALSO BE POSITIONED OUTSIDE THE PIPE MAXIMUM 12" (30cm) O.C. AND FLASHED WITH TPO REINFORCED MEMBRANE/CUT-EDGE SEALANT. REFER TO [DETAIL TPC-8.2.](#)
4. FASTENERS AND PLATES ARE NOT REQUIRED ON ADHERED SYSTEMS UNLESS PIPE DIAMETER EXCEEDS 18" (46cm).
5. APPROXIMATELY 1/8" (0.5cm) DIAMETER BEAD OF CUT-EDGE SEALANT IS REQUIRED ON CUT EDGES OF REINFORCED TPO MEMBRANE ONLY.



CFA CERTIFIED
PRE-FABRICATED SPLIT PIPE SEAL

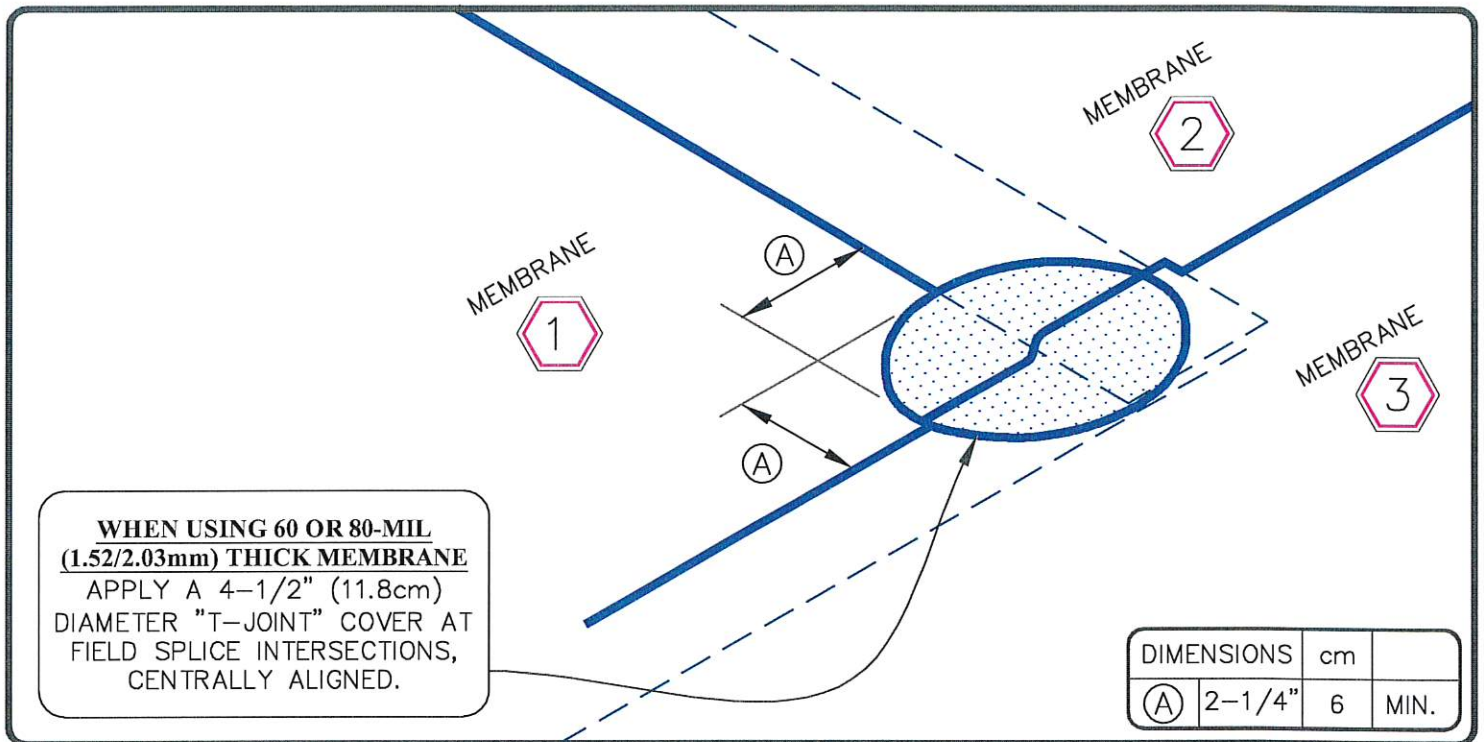
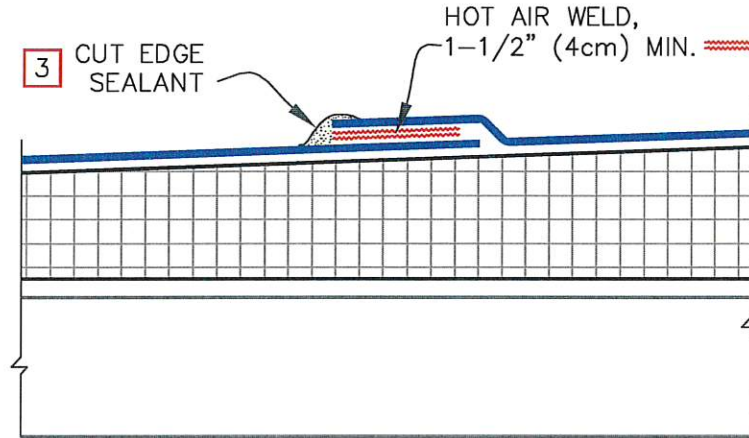
MAXIMUM WARRANTY: 30 YEARS

— TPO MEMBRANE
 — APPROVED SUBSTRATE
 0 → SEE NOTE

PS (PRESSURE SENSITIVE)
 P&S (PEEL & STICK)
 QA (QUICK APPLIED)

THERMOPLASTIC ROOFING SYSTEM

TPC-8.5



NOTES:

1. WHEN USING 60-MIL (1.52mm) MEMBRANE, MAXIMUM WARRANTY IS 20 YEARS.
2. APPROXIMATELY 1/8" (0.5cm) DIAMETER BEAD OF CUT-EDGE SEALANT IS REQUIRED ON CUT EDGES OF REINFORCED TPO MEMBRANE.



TPO MEMBRANE SPLICE

MAXIMUM WARRANTY: 30 YEARS. SEE NOTE # 1.

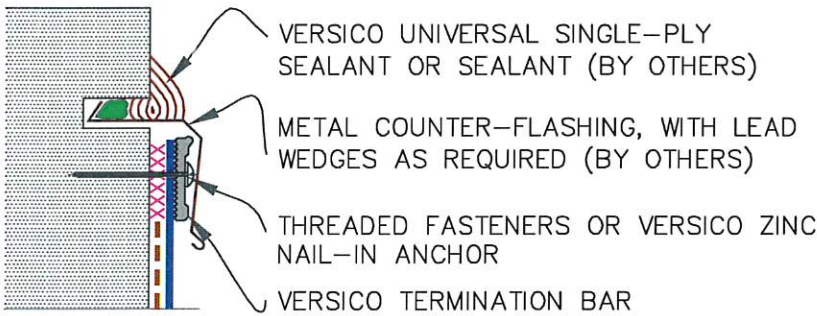
- TPO MEMBRANE
- APPROVED SUBSTRATE
- SEE NOTE

PS (PRESSURE SENSITIVE)
 P&S (PEEL & STICK)
 QA (QUICK APPLIED)

THERMOPLASTIC ROOFING SYSTEM

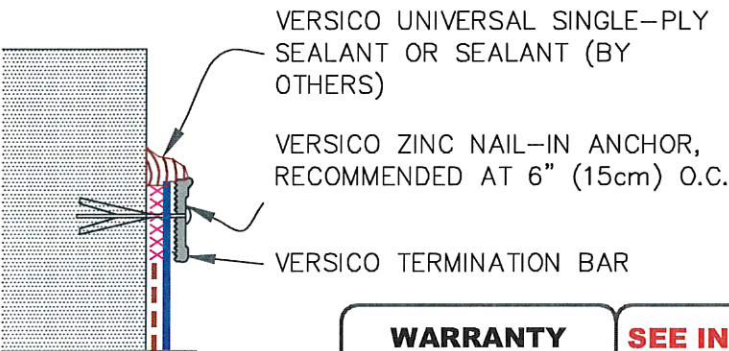
TPC-2.0

9.1 MECHANICAL TERMINATION WITH COUNTER FLASHING



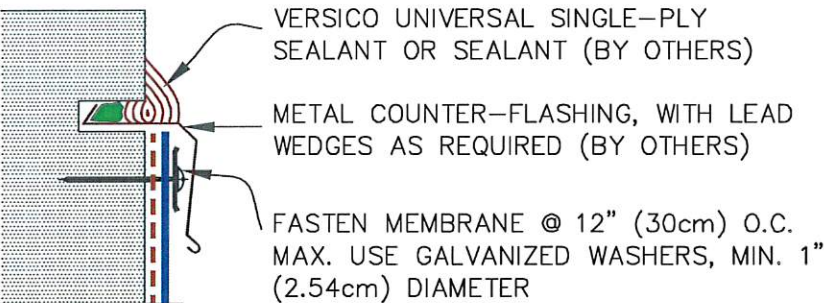
WARRANTY UP TO 30 YEARS **SEE INSET A**

9.2 MECHANICAL TERMINATION



WARRANTY UP TO 20 YEARS **SEE INSET A**

9.3 COUNTER FLASHING TERMINATION



WARRANTY UP TO 10 YEARS

INSET A

MAX. 1" (2.54cm)

MIN. 1/4" (1cm) MAX. 1/2" (1.5cm)

±1" (2.54cm)

CORNER

NOTES:

1. APPLY ON HARD SMOOTH SURFACE ONLY; NOT FOR USE ON EXPOSED WOOD.
2. DO NOT WRAP TERMINATION BAR AROUND CORNERS.
3. DETAIL 9.4 MUST BE USED AT VERTICAL JOINTS IN PANEL WALLS.

NOTE:

1. WHEN MECHANICAL FASTENERS ARE USED TO PENETRATE THE METAL COUNTER-FLASHING, USE EPDM WASHERS, APPLY WATER CUT-OFF MASTIC UNDER THE COUNTER-FLASHING OR SEAL THE FASTENER HEADS.

--- APPLICABLE BONDING ADHESIVE

xxx WATER CUT-OFF MASTIC- MUST BE HELD UNDER CONSTANT COMPRESSION.



MEMBRANE TERMINATIONS, PAGE 1 OF 3

WARRANTY AS NOTES FOR EACH DETAIL

— TPO MEMBRANE

— APPROVED SUBSTRATE

0 — SEE NOTE

PS (PRESSURE SENSITIVE)

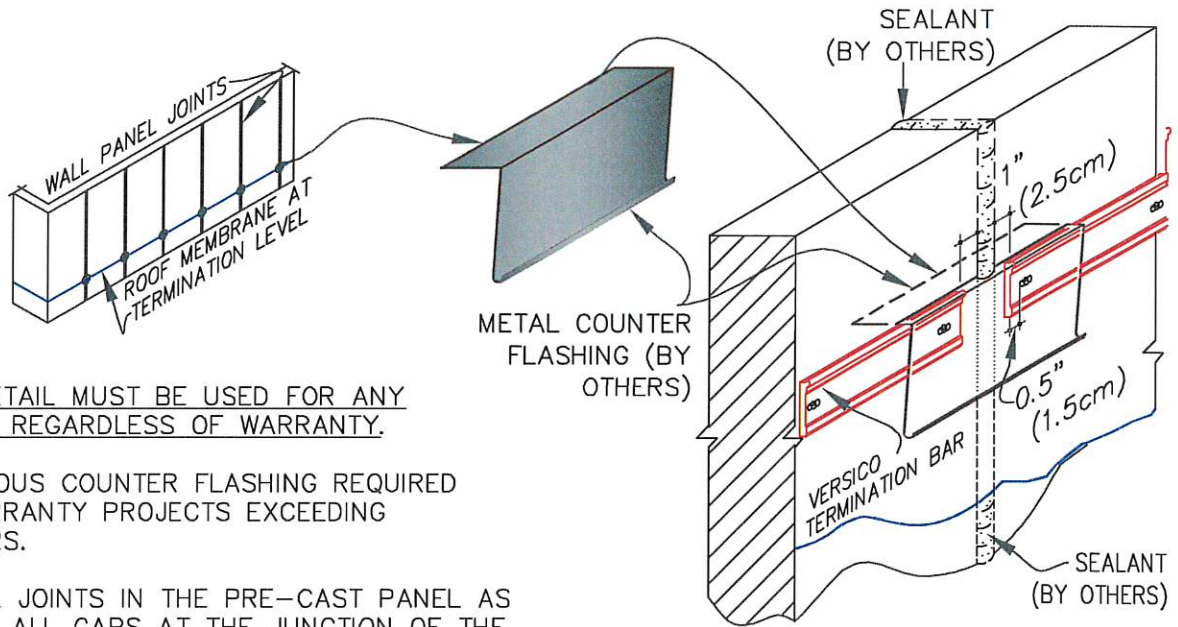
P&S (PEEL & STICK)

QA (QUICK APPLIED)

THERMOPLASTIC ROOFING SYSTEM

TPC-9

9.4 MECHANICAL TERMINATION AT VERTICAL JOINTS



NOTES:

1. THIS DETAIL MUST BE USED FOR ANY PROJECT REGARDLESS OF WARRANTY.
2. CONTINUOUS COUNTER FLASHING REQUIRED FOR WARRANTY PROJECTS EXCEEDING 20-YEARS.
3. VERTICAL JOINTS IN THE PRE-CAST PANEL AS WELL AS ALL GAPS AT THE JUNCTION OF THE TILT-UP PANEL AND ROOF DECK MUST BE FULLY SEALED TO PREVENT AIR INFILTRATION.
4. APPLY ON HARD SMOOTH SURFACE ONLY.



MEMBRANE TERMINATIONS,
PAGE 2 OF 3

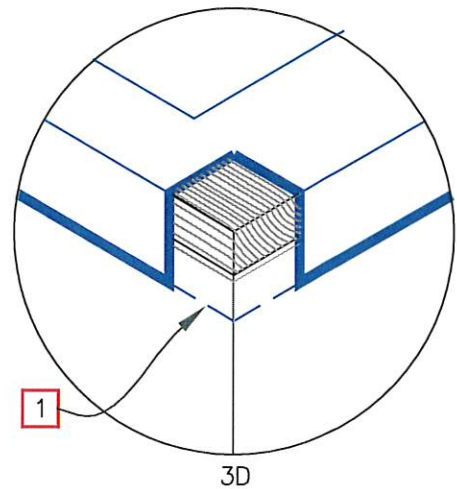
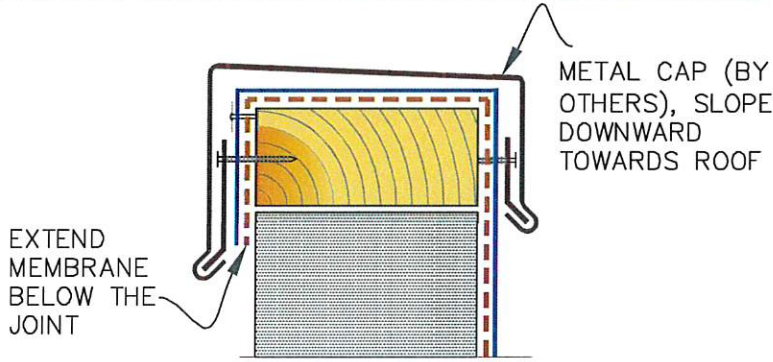
WARRANTY AS NOTES FOR EACH DETAIL

	TPO MEMBRANE	PS (PRESSURE SENSITIVE)
	APPROVED SUBSTRATE	P&S (PEEL & STICK)
	SEE NOTE	QA (QUICK APPLIED)

THERMOPLASTIC ROOFING SYSTEM

TPC-9

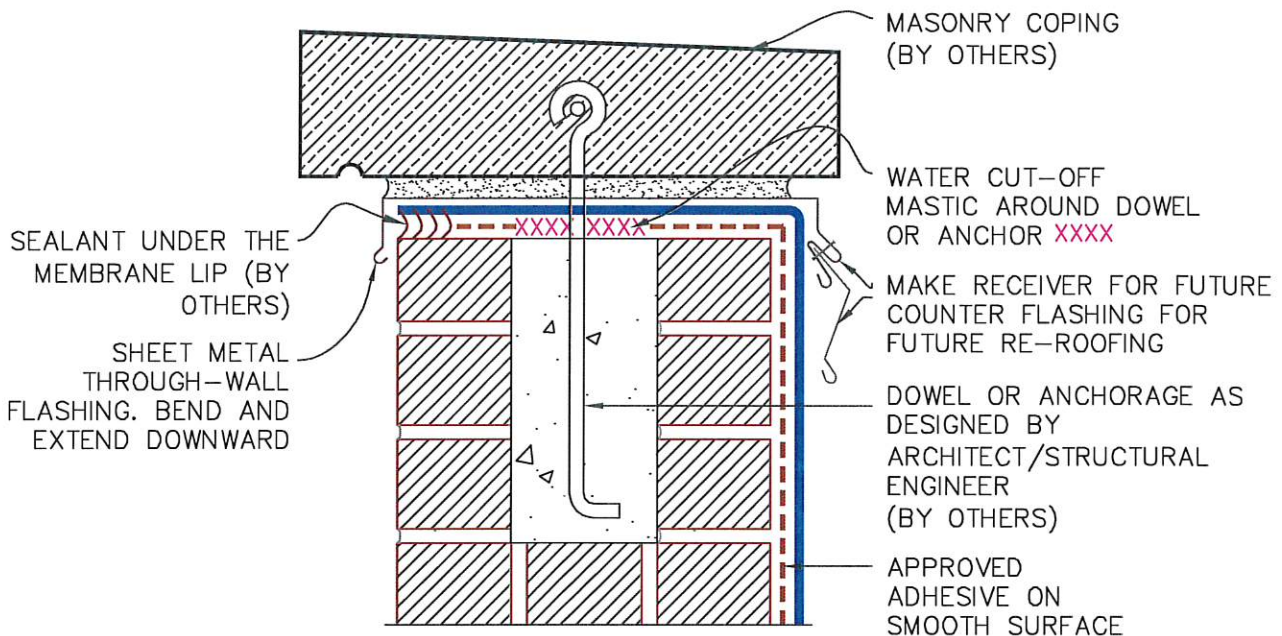
9.6 SHEET METAL COPING (BY OTHERS)



NOTES:

1. MEMBRANE MUST BE EXTENDED TO CORNERS TO PROVIDE COMPLETE COVERAGE OF THE TOP WALL SURFACE.
2. WARRANTY AS PROVIDED (BY OTHERS).

9.7 MASONRY COPINGS (BY OTHERS)



--- APPLICABLE BONDING ADHESIVE

xxx WATER CUT-OFF MASTIC- MUST BE HELD UNDER CONSTANT COMPRESSION.



MEMBRANE TERMINATIONS,
PAGE 3 OF 3
MAXIMUM WARRANTY: 30 YEARS

- TPO MEMBRANE
- APPROVED SUBSTRATE
- 0 → SEE NOTE
- PS (PRESSURE SENSITIVE)
- P&S (PEEL & STICK)
- QA (QUICK APPLIED)

THERMOPLASTIC ROOFING SYSTEM
TPC-9

TOTAL ROOFING SYSTEM WARRANTY



WARRANTY NO.:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE VERSICO TOTAL ROOFING SYSTEM:

DATE OF ISSUE:

Versico, a division of Carlisle Construction Materials Incorporated (Versico), warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Versico will repair any leak in the Versico Roofing System (Versico Total Roofing System) installed by a Versico Authorized Roofing Contractor for a period of -- years, commencing with the date of Versico's acceptance of the Versico Total Roofing System installation. However, in no event shall Versico's obligations extend beyond -- years, subsequent to the date of substantial completion of the Versico Total Roofing System. See below for exact date of warranty expiration.

The Versico Total Roofing System is defined as the following Versico brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Insulation Adhesives and any other Versico brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice via letter, fax or email within thirty (30) days of any leak in the Versico Total Roofing System. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Versico determines that the leak is caused by a defect in the Versico Total Roofing System's materials, or workmanship of the Versico Authorized Roofing Contractor in installing the same, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak. Versico shall have sole responsibility in determining the method of repair of the area.
3. This warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:
 - (a) The Versico Total Roofing System is damaged by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds of -- mph or higher measured at 10 meters above ground; or
 - (b) Loss of integrity of the building envelope and/or structure, including, but not limited to, partial or complete loss of roof decking, wall siding, windows, roof top units, doors or other envelope components; or
 - (c) All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements.
 - (d) The Versico Total Roofing System is damaged by any acts, accidents, misuse, abuse, vandalism, civil disobedience or the like; or
 - (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non Versico brand metal work, etc., occurs and causes a leak, or otherwise damages the Versico Total Roofing System; or
 - (f) Deterioration of metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or

- (g) Acids, oils, harmful chemicals and the like come in contact with the Versico Total Roofing System and cause a leak, or otherwise damage the Versico Total Roofing System; or
- (h) The Versico Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture; or
- (i) The Versico Authorized Contractor or any additional contractor or subcontractor failed to follow Versico's published specifications and details for the approved system assembly or failure to correct all installation deficiencies listed in any Versico inspection report.

4. This Warranty shall be null and void if any of the following shall occur:

- (a) If, after installation of the Versico Total Roofing System by a Versico Authorized Roofing Contractor, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Versico; or
- (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Versico's Care & Maintenance Guide which accompanies this Warranty.

5. In addition, it shall be Owner's sole responsibility to remove and re-install at Owner's expense, all obstructions, including, but not limited to, structures, fixtures, solar arrays, wind turbines, roof gardens, utilities or other overburden from the affected area as determined by Versico that would hinder or impede repairs being made in the most expedient and least expensive manner possible. Owner shall be responsible for all costs associated with any loss of power generation in the event that removal of a solar array is required to repair the roofing system.

6. During the term of this Warranty, Versico shall have free access to the roof during regular business hours.

7. Versico shall have no obligation under this Warranty while any bills for installation, supplies, service, and/or warranty charges have not been paid in full to the Versico Authorized Roofing Contractor, Versico, or material suppliers.

8. Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Versico shall not be responsible for the cleanliness or discoloration of the Versico Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

10. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures, including a transfer fee and an inspection of the Roofing System by a Versico representative.

12. Any dispute, controversy or claim between the Owner and Versico concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Versico do not resolve the dispute, controversy or claim in mediation, the Owner and Versico agree that any and all suits, proceedings, or claims shall be filed in either the state courts of Cumberland County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

13. Roof System Design Assembly: Versico, as manufacturer of commercial roofing products with the sole purpose of offering products for an Owner, design professional, architect, consultant, or engineer when designing/choosing a roof system assembly, assumes no liability nor implies to the suitability of the products for any particular assembly or specific building operation or structure. The Owner, design professional, architect, consultant, or engineer is solely responsible for the assembly chosen for a particular building structure to include the responsibility to properly calculate wind uplift values, design dead loads and live loads, and suitability and condition of building envelope substrate, decking, parapets, drainage, slope, and other attributes pertaining to the performance of the roof system assembly.

14. The Versico Authorized Contractor or any additional contractor or subcontractor are not agents of Versico.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO ROOFING SYSTEM HAS BEEN INSTALLED.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: James Heisey

AUTHORIZED SIGNATURE:

TITLE: Director of Sales

This Warranty Expires:

Versico Care and Maintenance Guide

In order to ensure the long-term performance of your Roofing System and continued warranty service and coverage, regular rooftop maintenance inspections are necessary. While normal aging will occur on all roofs, if not detected early, problems stemming from abuse, contamination, accidents and severe weather can result in extensive and costly repairs or premature failure of the roofing system. Single-ply Roofing Systems are typically low-slope and easy to inspect, but caution must be taken to ensure safety. Versico disclaims and assumes no liability for any rooftop activity.

- Owner must retain records related to the Roofing System. Such records include, but are not limited to: the warranty document and serial number, maintenance inspection logs, rooftop traffic logs, service logs, and invoices for work performed on the roofing system.
- Inspect the roof at least every six months (preferably spring and fall) and immediately following any weather event that includes excessive rainfall, high winds and/or hail warnings. Increased number of rooftop maintenance inspections may be required on some roofs as the location may dictate, such as higher trees near the building which will accumulate leaves and debris on the roof and have adverse effects on drainage. In addition, rooftop maintenance inspections should occur after regular maintenance of any rooftop unit.

When inspecting the Roofing System, pay special attention to the following:

- Walls/Parapets/Roof Edge – Wind damage often begins at the perimeter of the roof. Ensure all membrane terminations and edge metal and copings are secure.
- Roof Deck Membrane – Inspect the field of the roof, scanning for damage caused by wind-blown debris or traffic.
- Penetrations/Rooftop Units – Inspect the membrane, flashings and terminations around penetrations and roof top units for possible damage from service work. Ensure the units and terminations are secure.
- Remove debris (leaves, dirt, trash, etc.) – Good roofing practice dictates that water should drain from the roof and that ponded water should evaporate within 48 to 72 hours after a rainfall. Debris can inhibit drainage.

Additional Maintenance Items:

- Foot Traffic – Walkways must be provided if regular traffic is required or if rooftop equipment has a regular thirty (30) day or less maintenance schedule.
- Petroleum Products & Chemicals - Keep all liquids containing petroleum products or chemicals off the membrane to avoid product degradation.
- Animal Fats/Vegetable Oils: EPDM Membranes - Do not exhaust animal fats/vegetable oils directly onto EPDM roof surfaces. TPO & PVC Membranes – Animal fats/vegetable oils must be regularly removed and the rooftop surface cleaned with a mixture of soap and water.

What to do if a leak occurs:

- After verifying the leak is through the roofing system, contact Versico at 1-800-233-0551 or at www.versico.com.
- If minor, emergency temporary repairs are made to a suspected leak area, use Versico's Lap Sealant or a good-grade rubber caulk to address the repair area (do not use asphaltic roof cement). Please note, Versico is not responsible for the cost associated with any emergency temporary repairs.

Alterations to the Roofing System:

- Alterations to the Roofing System must be completed by a Versico Authorized Contractor. The Versico Authorized Contractor must notify Versico when the revision work is complete. The necessary form can be found on the Versico website via the Authorized Contractors login.

Warranty Transfer:

- Warranties shall be transferable upon a change in ownership of the building when the Owner has completed certain procedures. This form can be found on the Versico website for additional guidelines.

COATING SYSTEMS



Trimac Construction

Commercial Roofing and Construction

(405) 630-8939





12/15/2023

Account #: 1139734
Certification #: LS45142

Trimac Construction Services LLC
42504 Wolverine Rd
Shawnee, OK 74804

RE: CCP Commercial Certification -Master-Trimac Construction Services LLC-Shawnee, OK

To whom it may concern:

This is to confirm that Trimac Construction Services LLC is approved as a Master Contractor through November 2024 to install following:

- Single-ply

Trimac Construction Services LLC is certified in the following States:

- OK
- TX

As a Master, Trimac Construction Services LLC is able to offer the following GAF Warranties and Guarantees through November 2024:

- Diamond Pledge® NDL Roof Guarantee
- System Pledge Roof Guarantee
- Weather Stopper® Integrated Roofing System Guarantee

Sincerely,

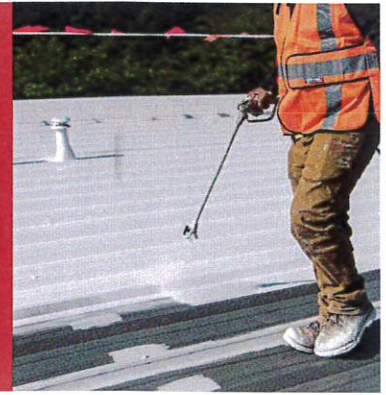
A handwritten signature in black ink that reads "Bobby Fischer". The signature is stylized with a large, sweeping initial "B" and a distinct "F".

Bobby Fischer

VP, Contractor Programs, GAF

GAF RoofCoatings

Silicone over Metal



5-Step Roof Restoration:



1

Qualify the roof

- Ensure the roof is clean, dry, and tight
- Conduct adhesion test to ensure proper coating adhesion



2

Prep the substrate

- Make any necessary repairs to the sheet metal and secure or replace all loose or missing fasteners
- Power-wash roof using **GAF Cleaning Concentrate**
- Install sheet metal crickets behind rooftop units, if needed



3

Treat seams and fasteners

- Treat horizontal seams, ridges, and rake edges with a roof brush and **GAF Silicone Mastic** applied at 60 mils or 1/16" wet thickness (approximately 24 sq. ft. per gallon)
 - Add stitch screws for gaps in excess of 1/8"
- Seal vertical seams with GAF Silicone Mastic; typical standing seam profiles do not require seam treatment!
 - Check with GAF Technical Services or the *GAF Liquid-Applied Roofing Manual – Seam Treatment Guide*
- Encapsulate all fasteners with GAF Silicone Mastic



4

Detail penetrations

- Treat all curbs, penetrations, and drains with **GAF Silicone Mastic**
 - Apply GAF Silicone Mastic at 60 mils or 1/16" wet thickness (Approximately 24 sq ft. per gallon)



5

Coat the roof

- Apply **GAF Unisil Silicone** and **GAF Unisil High Solids Silicone** per the specifications for a 10/15/20-year limited warranty or guarantee
 - GAF silicone can be brushed, rolled, or spray-applied
- GAF Unisil Silicone will require a minimum of two coats
- GAF Unisil High Solids Silicone can be applied in one or multiple coats
 - For one-coat systems ensure the roof is 2:12 slope or less
 - Apply at a maximum of 2 gallons per square
- Consistently check wet mil thickness for uniform coverage



Certain projects installed by GAF Master, Master Select™, or Premium Coating Systems Contractors may be eligible for enhanced limited warranty or guarantee coverage²

NOTE: Contractors enrolled in GAF certification programs are not employees or agents of GAF, and GAF does not control or otherwise supervise these independent businesses. Contractors may receive benefits, such as loyalty rewards points and discounts on marketing tools from GAF for participating in the program and offering GAF enhanced warranties or guarantees, which require the use of GAF products.

gaf.com/coatings

¹ R-panel vertical seams should be coated with a minimum 3" wide at 20 wet mils. Some standing seam profiles do not require flashing.
² See *GAF Liquid-Applied Roofing Manual* for specific requirements and restrictions. See applicable limited warranty or guarantee, available at gaf.com, for complete coverage and restrictions

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UNISIL HS QUICK SPEC

METAL (UH-1)

NOTE: The following "Quick Spec" is an abbreviated specification and is not meant to replace the detailed specification. Complete 3-part CSI System Specifications are available at www.gaf.com.



METHOD REQUIREMENTS

Required:

- Roof must be clean, dry and tight
- Apply at 40°F (4°C) and rising with no rain, dew, fog or freezing temperatures in forecast for 8 hours
- Adhesion test required
- Power washing required
- Rust should be removed with a wire brush prior to coating, and structural repairs should be made with like-materials as needed.

Recommendations:

- Refer to Technical Data Sheet for product specific application and surface temperature restrictions.

Installation Overview:

1. Before coating is applied, an adhesion test is required to ensure an adhesion minimum of 2.0

2. Tighten/replace existing fasteners. Encapsulate with appropriate flashing material.
3. Power-wash substrate to remove contaminants that could negatively affect adhesion. Allow roof to completely dry.
4. Install crickets to divert water and complete other necessary sheet metal repairs.
5. Treat all roof penetrations, drains, curbs, and scuppers. (Refer to Substrate Preparation section for requirements)
6. If horizontal seams have gaps larger than 1/8" when pressure is applied at the lower panel add additional stitch screws and treat with flashing grade only.
7. Overlap seams must be treated with flashing grade. All other seams may forgo treatment **IF** the seal/tape is intact on the seam or if they are double locked. (Refer to Seam Treatment Guide for requirements)
8. Apply coating per the chart below:

CLEAN / PRIME		
	Product	Rate (Gal/Sq)
Cleaner	Cleaning Concentrate (diluted)	0.5 - 0.7
Primer	Not required	

SEAMS & DETAILS				
Treatment Type	Product	Total (Gal/Sq)	Total (linear ft/gal)*	DFT* (mils)
3-Coursed Rates	Silicone Mastic and Fabric	2.50	75	45
Flashing Grade Only Rates	Silicone Mastic	4.00	50	60

Note: For other product options, please refer to our Seam Treatment Guide.
²Flashing rates are based on a 6" (152 mm) width.

METAL				
Coverage Term	Total		Warranties/Guarantees Available	
	Gal/Sq‡	DFT* (mils)	Emerald Pledge™	Diamond Pledge™
10 Year	1.50	23	Yes	Yes
15 Year	2.00	31	Yes	Yes
20 Year	2.50	39	Yes	Yes

* Dry Film Thickness (DFT) is rounded to nearest mil, and is theoretical. Actual DFT will vary dependent on substrate profile, application technique and waste factor.
 Note: DFT for 3-coursed rates includes 6 mils for the fabric.
 ‡Coating may be applied in a single pass, as long as the substrate and slope conditions allow (no slumping), and the required DFT (mils) are met.



Unisil High Solids Silicone Roof Coating – Data Sheet

PRODUCT DESCRIPTION

GAF Unisil High Solids Silicone Roof Coating is a high-solids, moisture-cure silicone coating that protects against the damaging effects of weather elements and UV rays. It also provides protection against leaks due to ponding water for a variety of substrates. **GAF Unisil High Solids Silicone Roof Coating** can be applied in a single coat.

APPROVED SUBSTRATES

Metal, TPO, PVC, Hypalon®, EPDM, smooth and granulated asphaltic, structural concrete, and SPF.

PACKAGING SIZES

1 gallon (3.8 liter) bucket
5 gallon (18.9 liter) pail
55 gallon (200 liter) drum

STORAGE & SHELF LIFE

PRODUCT STORAGE TEMPERATURE: 50°F – 90°F (10°C – 32°C) Do NOT allow coating to freeze.

SHELF LIFE: 12 months from date of manufacture in unopened containers, if stored properly in a clean and well-ventilated area.

WARRANTY

Refer to applicable warranties and guarantees, available at gaf.com, for complete coverage and restrictions.

APPLICATION

INSTRUCTIONS

SUBSTRATE PREPARATION: Roof should have positive drainage, and be clean and dry with no trapped moisture. Repair damaged membrane, flashings, and penetrations. Conduct test patches to verify adhesion of coating prior to start of work. Priming of substrate is recommended and may be required. See *Liquid-Applied Roofing Manual* at gaf.com.

MIXING: Mix uniformly for 3 minutes prior to use. Do NOT attempt to thin or self-tint.

APPLICATION: Apply by brush, roller, or airless sprayer evenly at the rates specified below. **GAF Unisil High Solids Silicone Roof Coating** can be applied in one pass up to 2.5 gallons per 100 ft² (10.2 L per 10 m²) as long as the substrate and slope conditions allow (no slumping), and the required DFT (mils) are met. Apply additional coats perpendicular to the previous coat once it is dry enough to walk on. Total coverage is dependent on the substrate.

LIMITATIONS &

PRECAUTIONS

APPLICATION AIR TEMPERATURE: Min. 40°F (5°C). Cool temperatures may slow curing. Do NOT heat containers.

Do NOT apply if rain, dew, fog, heavy moisture, condensation, or freezing temperatures are in the 2-hour forecast to ensure proper cure.

Call GAF Technical Support Services for temperature ranges outside these limits.

SAFETY & HANDLING

For specific information regarding safe handling of this material, please refer to the Safety Data Sheet (SDS).

CLEAN UP

Use VM&P naphtha or virgin mineral spirits to thoroughly flush equipment. Do not leave product in the pump or hoses.

APPLICATION RATE FOR LIMITED WARRANTY ON GAF LIQUID-APPLIED ROOF COATINGS

Limited Warranty Term	10 year	15 year	20 year
Number of Gallons Per Square	1.5	2.0	2.5
Dry Film Thickness, Mil	23	31	39
For application rates and other requirements for system guarantees and warranties, see <i>Liquid-Applied Roofing Manual</i> at gaf.com .			

For application questions, contact GAF Technical Support Services at **1-877-GAF-ROOF**

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GAF Unisil High Solids Silicone Roof Coating – Data Sheet

PHYSICAL PROPERTIES (ASTM D 6694/D 66994M-21)

Table 1 : Liquid Physical Property Requirements

Type	ASTM Test Method	ASTM Minimum Values	Test Values ¹
Volume Solids	ASTM D 2697	57% min.	97%
Weight Solids	ASTM D 1644	As listed by manufacturer	98%

Table 2 : Film Physical Property Requirements for Cured Silicone Coating

Type	ASTM Test Method	ASTM Minimum Values	Test Values ¹
Initial Percent Elongation	ASTM D 2370	Min. 100%	235%
Initial Tensile Strength	ASTM D 2370	Min. 150 psi	478 psi
Permeance	ASTM E 96/E 96M	Min. 2.5 perms	8.7 perms
Tear Resistance	ASTM D 624	Min. 20 lbf/in	28 lbf/in

Table 3: Additional Physical Properties

Type	ASTM Test Method	Test Values ¹
VOC	ASTM D 3960	<50 g/L
Weight per Gallon/Liter	-	11.5 lbs (1.37 kg)
Dry Time	-	5 hours at 70°F (21°C) 50% R.H
Standard Colors	-	White, Light Gray, Dark Gray, Tan

¹ Values are approximate and subject to normal manufacturing variations. These values are not guaranteed and are provided solely as a guide.

APPROVALS

ANSI/UL 790 Class A	UL Listed*					
Factory Mutual	FM Approved**					
NSF Certified	WHITE - NSF P151 Health Effects from Rainwater Catchment System Components					
CRRC (Cool Roof Rating Council) coolroofs.org	WHITE - (Product ID 0676-0157)					
	Solar Reflectance		Thermal Emittance		Solar Reflective Index (SRI)	
	Smooth Initial: 0.84 Aged: 0.71	Rough Initial: 0.81 Aged: 0.67	Smooth Initial: 0.91 Aged: 0.90	Rough Initial: 0.93 Aged: 0.94	Smooth Initial: 106 Aged SRI: 87	Rough Initial: 102 Aged: 82
State of Florida Approved (FBC)	FL-17649					
Miami-Dade County NOA	23-0125.01					
Title 24	Can be used to comply with the 2022, Title 24, Part 6, Cool Roof Requirements of the California Code of Regulations (white only)					

*Refer to UL Product iQ for actual assemblies

**Refer to FM RoofNav for actual assemblies

We protect what matters most™





Liquid-Applied Diamond Pledge™

NDL Roof Guarantee



OWNER OF BUILDING

GUARANTEE NUMBER

NAME OF BUILDING

PERIOD OF COVERAGE

ADDRESS OF BUILDING

DATE OF COMPLETION

AREA OF ROOF (SQUARES)

GUARANTEE EXPIRATION DATE

APPLIED BY

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the owner of the building described above, that GAF will provide "Edge to Edge" protection by repairing leaks through the liquid-applied membrane or coating (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above.

OWNER RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** either online at leakreporting@gaf.com, by email at guaranteeleak@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, New Jersey 07054, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

- You must perform regular inspections and maintenance and keep records of this work.
- To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials. Any such repairs must be performed by a GAF-certified roofing contractor. Failure to make timely repairs may jeopardize guarantee coverage.
- You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
- Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond the control of GAF)

This guarantee does **NOT** cover conditions other than leaks. This guarantee also does **NOT** cover leaks caused by any of the following:

- Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 877-GAF-ROOF) or the failure to repair owner responsibility items.
- Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered by an addendum to this guarantee.
- Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.
- Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement, cracking, or other failure of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials, including pre-existing coatings; (c) condensation or infiltration of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; (f) moisture migration from the building interior or any building component other than the GAF Roofing Materials; (g) use of materials that are incompatible with the GAF Roofing Materials; or (h) architectural, engineering, or design defects or flaws.
- Traffic of any nature on the roof.
- Blisters in the GAF Roofing Materials that have not resulted in leaks.
- Changes in the use of the building, installation of any overburden, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless prior written approval is obtained from GAF.
- Conditions that prevent positive drainage or result from ponding water. This exclusion does not apply to any Unisil or Unisil HS coatings.
- Gutters or damage to any restoration system caused by gutters.
- Changes in the color of the GAF Roofing Materials, including, but not limited to, fading.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof containing the GAF Roofing Materials (or the plans for the roof), by GAF shall constitute any warranty of such plans, specifications, or construction or the suitability or code compliance of the GAF Roofing Materials for any particular structure. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for the sole benefit of GAF, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee **MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY ANY CAUSE LISTED ABOVE AS AN EXCLUSION FROM COVERAGE** that may affect the integrity or water-tightness of the roof.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is **NOT** otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful, or is waived by GAF, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

By: _____
Authorized Signature

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054

Visit gaf.com

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CONTRACTOR'S QUALIFICATION STATEMENT

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete as not to be misleading.

SUBMITTED BY: Trimac Construction Services LLC

Corporation

Partnership

Individual

Joint Venture

Other LLC

NAME: William McCaslin aka. Andy McCaslin

ADDRESS: 42504 Wolverine Road
Shawnee, Ok 74804

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

Plumbing

Other Roofing

(please specify)

HVAC

Electrical

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
Began in 1991 as J&C Roofing Inc fein# 73-1384074, changed to an LLC in 2014 and changed our name to a more modern name of Trimac Construction Services LLC fein# 47-3153567
- 1.2 How many years has your organization been in business under its present business name? 10 years
- 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 President's name:
 - 1.3.4 Vice-president's name(s):
 - 1.3.5 Secretary's name:
 - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization: March 2014
 - 1.4.2 Type of partnership (if applicable): LLC
 - 1.4.3 Name(s) of general partner(s): Lacy McCaslin
- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration of license numbers, if applicable.

State of Oklahoma 80001208 with commercial endorsement

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Oklahoma

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

Commerical Roofing- TPO, EPDM, PVC

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

- 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

- 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

No

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

- 3.4 On a separate sheet list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

- 3.4.1 State total worth of work in progress and under contract:

- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years: 1.7 million

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization:

4. REFERENCES

4.1 Trade References:

Edmond Sheet Metal 405-340-2554 sales@edmondsheetmetal.com

Beacon Building Products 405-802-0061 Allen Finnel

4.2 Bank References:

Bancfirst Prague 405-567-2241

4.3 Client References:

Mike Little Construction 405-878-6393 westchester1901@aol.com

JAC Properties 405-408-9602 jhillhomes@gmail.com

4.4 Surety:

4.4.1 Name of bonding company:

Liberty Mutual

4.4.1 Name and address of agent:

RVR Company
1505 Hwy 65 North
Clinton, AR 72031

5. FINANCING

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepared expenses);

Net Fixed Assets; 1.2 million

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses provision for income taxes, advances, accrued salaries and accrued payroll taxes);
262,000

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof: Polston Tax would prepare a financial statment
Lisa Parkman 405-801-2146 ext 1134
lisap@polstontax.com

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

3.4 WORK IN PROGRESS

PROJECT NAME AND ADDRESS	ARCHITECT	CONTRACT AMOUNT	SQ.FT.	% COMP.	START DATE SCHED.COMP.
923 Jim Thorpe Prage		\$68,997.00	7500	60	4-1-24
Pleasant Grove Public Schools		\$98,600.00	12100	90	4-15-24

3.5 MAJOR PROJECTS COMPLETED (Past 7 Years)

PROJECT NAME AND ADDRESS	OWNER/ ARCHITECT	CONTRACT AMOUNT	% OF WORK IN- HOUSE	COMPLETION DATE
Homeland Shawnee	Jeremy Hill	266,655.24	100%	10-30-23
Grove Public Schools	AC Owen	130,933.00	100%	12-12-22
Harmony School & Lofts	Mike Little Construction	213,440.00	100%	10-15-22
Integris Jim Thorpe Rehab	Aduddell Roofing and Const.	75,676.00	100%	7-28-22
Unit Liner	Mike Carter	441,230.00	100%	3-26-24

AIA® Document A101® – 2017

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

AGREEMENT made as of the Thirteenth day of May in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

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

Sapulpa Public Schools
511 East Lee Avenue
Sapulpa
Oklahoma
74066

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

Trimac Companies
42504 Wolverine Road
Shawnee
Oklahoma
74804

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

Sapulpa High School
Building 200
Reroofing Project

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

Reed Architecture & Interiors, LLC
18 E Hobson St
Sapulpa
Oklahoma
74066

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

[] Not later than Seventy (70) calendar days from the date of commencement of the Work.

[] By the following date:

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

Portion of Work	Substantial Completion Date
N/A	N/A

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Ninety Nine Thousand, One Hundred Sixty Six Dollars (\$ 499,166.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
N/A	

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

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
N/A	

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
1. Tectum Deck Demolition And Replacement	Per Sq. Ft.	\$6.80
2. Metal Deck And Replacement	Per Sq. Ft.	\$12.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Five Hundred Dollars (\$500.00) Per Day

§ 4.6 Other:

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

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

As Written

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

N/A

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

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

N/A

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

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

§ 5.2 Final Payment

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

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

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

As Written

§ 5.3 Interest

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

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

As Written %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

N/A

N/A

N/A

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Reed Architecture & Interiors, LLC
18 E Hobson Ave
Sapulpa
Oklahoma
74066
david@reed-architects.com

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Andy McCaslin
42504 Wolverine Road
Shawnee
Oklahoma
74804
andy@trimacompanies.com

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

§ 8.5 Insurance and Bonds

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

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

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

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

As Written

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

- .5 Drawings

Number	Title	Date
A 132	Roofing Plan	April 22, 2024
A 133	Roofing Details	April 22, 2024

- .6 Specifications

Section	Title	Date	Pages
00 010 Through 07 920	All Inclusive	April 22, 2024	89

- .7 Addenda, if any:

Number	Date	Pages
One	May 10, 2024	Three

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

- .8 Other Exhibits:

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

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

N/A

[N/A] The Sustainability Plan:

Title	Date	Pages
N/A	N/A	N/A

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A	N/A	N/A	N/A

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

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

OWNER (Signature)

Sapulpa Public Schools Superintendent

(Printed name and title)

CONTRACTOR (Signature)

Andy McCaslin Trimac Companies CEO

(Printed name and title)

Init.