

415 N. Broadway

Oklahoma City

Oklahoma 73102



V. 405.232.8787

www.tapokc.com

info@tapokc.com

PROJECT MANUAL

Date: January 15, 2026

Vermeer Sign Shop & Streets Breakroom 632 Vermeer Drive (Sign Shop) 2001 N. Moore Avenue (Streets Breakroom)

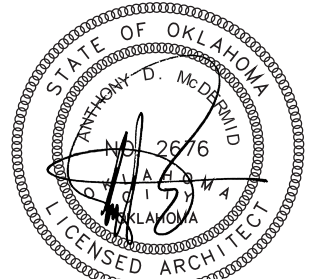
TAP PROJECT NO. 2221

CITY OF MOORE PROJECT NO. 2026-009

Anthony McDermid, AIA, RIBA
Principal-in-Charge

Clay Dobbins, AIA
Project Architect

Chris Teehee
Production Manager | Project Manager



1/15/2026

SET NO.

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS
FOR

**VERMEER SIGN SHOP & STREETS BREAKROOM
PROJECT No. 2026-009**

CITY OF MOORE

CLEVELAND COUNTY, OKLAHOMA

SET NO.:

DATE: January 15, 2026

PREPARED BY:

**City of Moore
City Manager's Office**

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR
VERMEER SIGN SHOP & STREETS BREAKROOM
PROJECT No. 2026-009
for
CITY OF MOORE
CLEVELAND COUNTY, OKLAHOMA

Prepared by:

TAP
ARCHITECTURE
415N. BROADWAY
AVE.
OKLAHOMA CITY,
OK 73102

Approved: January 15, 2026

Mark Hamm, Mayor

Brooks Mitchell, City Manager

<i>Notice to Bidders</i> <i>Public Construction Contract</i>		Date of Notice: January 20, 2026	Date Documents Available: January 20, 2026
SUBMISSION LOCATION & TIME: BY 1:30 P.M. February 12, 2026 Purchasing Agent Office 301 N. Broadway Moore, OK 73160-5130 Phone: 405.793.5000			
Bid Opening: Date: February 12, 2026 Time: 2:00 p.m. Location: 301 N. Broadway, Moore OK Council Chambers, City Hall			
Project Title: Vermeer Sign Shop & Streets Breakroom, PROJECT No. 2026-009			
Bid Instructions: Bids timely filed with the City Clerk shall be publicly opened and read aloud at the time and location specified as bids above. Bids received more than ninety six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for opening of bids, as well received after the time set for opening of bids, will not be considered and will be returned unopened. Within sixty (60) days from the bid opening date, the successful bidder shall execute a written contract embodying all provisions of the bidding documents.			
For Technical Information, contact: Greg Deaver, with the City of Moore Phone Number: 405.793.5000			
A Current Bid Holders List can be obtained by contacting Chris Teehee at TAP Architecture cteehee@tapokc.com			
Description of Work: This project consists of Vermeer Sign Shop renovation of an existing 70'x40' metal building to house the city's street signage facility. The work will include a new office space, new restroom / mechanical room, sign print area, and to renovate the existing shop area. Streets and Drainage Facility - this is also an interior renovation in an existing building, and the needs are to expand the existing breakroom and upgrade the conditioned air within the space. There is also an alternate for this location on replacing the existing overhead doors and adding some large industrial fans within the shop area of the facility.			
Estimated Cost Range of Project:		Time for Project Completion: 120 Calendar Days	*Wage Rates: NO
From:	To:		
Plans, Specs & Bidding Document Available at: TAP Architecture 415 N. Broadway Ave Oklahoma City, OK 73102 7:30 a.m. to 5:30 p.m. Monday through Thursday Phone: 405.232.8787 8:00 a.m. to 12:00 p.m. Friday			Deposit for Plans & Specs: \$25.00 Digital Free
Prebid Conference			
Location: 301 N. Broadway Moore, OK (City Council Chambers (Room))		Time: 10:00 a.m. Date: January 29, 2026	Attendance Mandatory? YES FOR GENERAL CONTRACTOR
Bid Bond: A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Deposits will be returned to the unsuccessful bidders. Deposits will be returned to successful bidder upon execution of contract documents.			
THE CITY COUNCIL OF THE CITY OF MOORE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. CITY OF MOORE, OKLAHOMA By: Vanessa Kemp, City Clerk			

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS
FOR CONSTRUCTION OF

VERMEER SIGN SHOP & STREETS BREAKROOM,
PROJECT No. 2026-009

CITY OF MOORE
CLEVELAND COUNTY, OKLAHOMA

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SOLICITATION FOR BIDS

NOTICE is hereby given that the CITY OF MOORE, OKLAHOMA, will receive sealed bids at the Office of the Purchasing Agent, City Hall, 301 N. Broadway, Moore, Oklahoma, 73160-5130, until 1:30 o'clock P.M., Local Time, on the **12 day of February 2026**, for the construction of

VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009

1. Bid Requirements.

- a. Bids shall be made in accordance and fully comply with

Solicitation for Bids
Requirements for Bidders
Bidder's Proposal
Plans and Specifications
Contractors Qualifications

and other bidding documents on file and available for examination at the Office of the City Clerk in City Hall. These documents are made a part of this notice as though fully set forth herein.

- b. Bids may require compliance with the prevailing hourly rate of wages for this locality and project as determined by the Commission of Labor and filed with the Secretary of State, a copy of which is on file with the City Clerk, in accordance with the provisions of 40 Oklahoma Statute 1991, 196.1-196.14, which prevailing hourly rate of wages is made a part of this solicitation by reference as though fully set forth herein.
- c. A cashier's check, a certified check, or a surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Such deposits will be returned to the unsuccessful bidders.

2. Filing of Bids.

- a. Bids received more than ninety-six (96) hours before the time set for opening of bids, (excluding Saturdays, Sundays, and holidays), and bids received after the time set for opening of bids will not be considered and will be returned unopened.
- b. Bids timely filed with the City Clerk shall be publicly opened and read aloud in the Council Chambers at City Hall immediately after the closing time above stated. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening

thereof. Within sixty (60) days from the bid date, the owner may award a contract to the successful bidder or reject any or all bids for the project.

3. Obtaining Documents.

Complete sets of the Plans, Specifications and all other bidding documents may be obtained from TAP Architecture, 415 N Broadway Avenue, Oklahoma City, Oklahoma 73102 (405.232.8787) upon remittance of a **\$25.00 per physical set and non-refundable.**

4. A **MANDATORY PRE-Bid Conference** will be held at **301 N. Broadway**, Moore, Oklahoma, at **10:00 a.m.**, Local Time, on **January 29, 2026**. City Council Chambers.

5. The City Council of the City of Moore reserves the right to reject any or all bids.

For the CITY OF MOORE, OKLAHOMA

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Moore (herein called the "Owner") invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Purchasing Agent until 1:30 o'clock, P.M., Local Time on **February 12, 2026**, and then at 2:00 P.M. will be publicly opened and read aloud at the Council Chambers, New City Hall, at 301 N. Broadway, Moore, Oklahoma. The envelopes containing the bids must be sealed, addressed to the Purchasing Agent, 301 N. Broadway, Moore, Oklahoma, 73160-5130, and designated as bid for the

VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms. All blanks and spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.

Bids and affidavits must be filed in sealed envelopes within the time limit for receiving proposals, as stated in the SOLICITATION FOR BIDS. Bid envelopes shall legibly bear the word "PROPOSAL" with the name of the Project. If forwarded by mail, the sealed envelope containing the bid **must** be enclosed in another envelope addressed as specified in the bid form. The original copy shall be filed with the CITY OF MOORE in the CITY CLERK's office in the MOORE CITY HALL. All blank spaces in the proposal forms shall be correctly filled-in and the bidder shall state the prices, typewritten or written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. All prices shall be distinctly legible.

3. Method of Bidding

The Owner invites the following bid(s): **UNIT PRICE - SEE BID FORM**

4. Bid Surety

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Proposals will not be considered unless the original filed with the City is accompanied by the described Bid Surety made payable to the City of Moore. The proposal guaranty is required as evidence of good faith and as a guarantee that, if awarded the contract, the bidder will execute the contract and furnish the required bonds.

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

5. Qualification/Disqualification of Bidders

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out contract requirements and complete the work contemplated therein. Conditional bids will not be accepted.

Bidders will be disqualified and their proposals not considered for any of the following specific reasons (These reasons are not all inclusive):

- a. Where more than one proposal for an individual firm, partnership, or corporation is filed under the same or different names; and where such proposals are not identical in every respect
- b. Reason for believing that collusion exists among the bidders
- c. Reasonable grounds for believing that the bidder holds interest in more than one proposal for the work contemplated or materials to be furnished
- d. Incomplete work that, in the judgment of the City, will hinder or prevent the prompt commencement or completion of this project

6. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must submit with each bond a certified and effectively dated copy of their power of attorney.

If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member of the firm must be given with the proposal signed by a duly authorized member of the firm or partnership. If the proposal is made by a company or corporation, the state in which the company or corporation is chartered and business address must be given; and the proposal must be signed by a duly authorized official or agent.

7. Time of Completion and Liquidated Damages

The Contractor hereby agrees to commence work under the Contract on a date specified in a written "Notice to Proceed" of the Owner, and to fully complete the project within **120 consecutive calendar days**. The Contractor further agrees to pay as liquidated damages, the sum of **Eight Hundred Dollars and 00/100 (\$800.00) for each consecutive calendar day** thereafter as provided in the Contract and General Conditions.

8. Rejection of Proposals

The City reserves the right to reject any or all proposals submitted, all of which are subject to this reservation. Proposals shall be rejected for any of the following specified reasons (These reasons are not all inclusive):

- a. Proposals received after the time limit stated in the solicitation
- b. Proposal prices obviously unbalanced
- c. Proposals that are incomplete insofar as the Non-Collusion Affidavit, required signatures, or containing any irregularities of substance

9. Notice of Award

The Owner will make every reasonable attempt to award the contract within ten (10) days of the bid opening date, but reserves the right to examine all the bids in their entirety and to take whatever time may be required, in the best interest of the Owner, to accomplish a complete and fair bid analysis.

10. Method of Award - Lowest Responsible Bidder

Award of contract will be made by the City Council, upon recommendation of the City Manager, to the lowest responsible bidder submitting a responsive bid and meeting the

requirements of the City. The Owner may reject all bids or may award the contract with any selected alternatives based upon available funding.

11. Cancellation of Award

The City reserves the right to cancel the award of any contract at any time before the execution of said contract without liability against the City.

12. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall not relieve any bidder from any obligation in respect of his bid.

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor must employ methods or means that will not cause any interruption of or interference with the work of any other contractor.

All bidders, by submittal of a proposal, represent that they have examined the site prior to submittal and are fully informed regarding facilities and conditions affecting work, costs, risks, and obligations to be met, regardless of any omissions of the specifications.

Any neglect or failure on the part of the bidder to obtain reliable information regarding the conditions to be encountered shall not relieve the successful bidder from any risks or liabilities or from the responsibility for the completion and acceptance of the project.

13. MANDATORY Pre-Bid Conference

A **Mandatory Pre-Bid Conference** will be held at **301 N. Broadway**, Moore, OK, at **10:00 a.m.** on **January 29, 2026**. **City Council Chambers.**

14. Addenda and Interpretations

No interpretation of the means of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Each written request for such interpretation should be addressed to TAP Project Manager, 415 Broadway, Oklahoma City, Oklahoma, 73102. To be given consideration, each such request must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so listed shall become part of the contract documents.

15. Security for Faithful Performance

The Contractor shall deliver the executed contract and all required surety bonds within ten (10) days upon receipt of the contract from the Owner. With the execution and delivery of the Contract, the Contractor shall furnish and file with the City in the amounts herein required, the surety bonds listed below. The surety on such bonds shall be a duly authorized surety company satisfactory to the Owner.

- a. A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, guaranteeing the full and faithful execution of the work and performance of the Contract and for the protection of the City and all property owners interested against any improper execution of the work or the use of inferior materials.
- b. A good and sufficient Statutory Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the project.
- c. A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, guaranteeing the maintenance in good condition of such project for a period of two (2) years from and after the time of its completion and acceptance by the City.

No surety will be accepted who is in default or delinquent on any bond or who holds interest in any litigation against the City. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the State of Oklahoma and shall conform to the requirements as set forth herein. Each Bond shall be executed by the Contractor and the Surety.

Should any surety on the Contract be determined unsatisfactory at any time by the City, notice will be given to the Contractor to that effect; and the Contractor shall forthwith substitute a new Surety or Sureties satisfactory to the City. No payment will be made under the Contract until the new Surety or Sureties, as required, have qualified and have been accepted by the City. The Contract shall not be operative, nor shall any payments be due until approval of the bonds has been made by the City.

16. Laws and Regulations

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

17. Sales Tax Exemption

Pursuant to Oklahoma Statutes, Title 68, 1356(10), Contractors and Subcontractors shall be exempted from the tax levied on the sale of tangible personal property or services necessary for the completion of this construction contract. Any Contractor or Subcontractor making purchases for this contract on behalf of the City of Moore shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor, that the purchases are made for and on behalf of the City of Moore.

Contractors and Subcontractors shall request a written Sales Tax Exemption by contacting the Purchasing Agent, City of Moore, 301 N. Broadway, Moore, Oklahoma, 73160-5130, Ph. 405.793.5022, who will issue such exemption on an individual project basis. It shall be the Contractor's and Subcontractor's responsibility to secure the Sales Tax Exemption and failure to do so will not lessen their liability for payment of the sales tax.

Two Tax Commission interpretations of the Oklahoma statutes Title 68, 1356(10) are listed below to avoid contention among the City of Moore, its contractors, and the Tax Commission:

"Exemptions apply to materials permanently incorporated into the project, but not to concrete forms nor to other tools."

"The same reasoning precludes exceptions being applied to rental items."

The Contractor shall certify that purchases are made for or are on behalf of the City of Moore. Persons who make wrongful or erroneous certification(s) shall be guilty of a misdemeanor and shall be punished as provided in the statutes.

18. Safety Standards and Accident Prevention

With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standard provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain as required by OSHA standards, all required articles necessary for giving first aid to the injured.

19. Access to Site

Access to the site is illustrated on the location map. It shall be the Contractor's responsibility to determine restrictions, if any, as to loads, bridge and road clearances, channel depths, and private property limitations that may influence access to the site.

20. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Time for Completion and Liquidated Damages
- b. Wage rates and Insurance Requirements
- c. Inspection and Testing of Materials
- d. Stated allowances

21. Payments to Contractor

The Owner will make progress payments to the Contractor no more than once per month upon request of the Contractor. Pay requests take approximately 3-4 weeks to process.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the City Manager shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain 5% of the amount of each estimate until the project is complete.

CONTRACTOR'S CHECKLIST OF REQUIRED ITEMS

Completed*

- | | | |
|----|---|-------|
| 1. | Bid Proposal | _____ |
| 2. | Bid Bond | _____ |
| 3. | Anti-Collusion Affidavit | _____ |
| 4. | Business Relationships Affidavit | _____ |
| 5. | Experience and Capability Questionnaire | _____ |

*Check when filled out, signed, and included with submission of bid packet.

BID PROPOSAL

Date: _____

The Honorable Mayor and City Council
City of Moore
301 N. Broadway
Moore, Oklahoma 73160-5130

RE: Proposal of _____ (hereinafter called "Bidder") a corporation/partnership/individual (strike out inapplicable term) organized and existing under the laws of the State of _____.

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of

VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009

having examined the Plans and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding construction of the proposed project (including availability of material and labor), hereby proposes to furnish all labor, materials, and supplies to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Proposal will be made a part.

Bidder hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within ____ (Bidder to fill in days) **consecutive calendar days** thereafter as stipulated in the Specifications. Bidder further agrees to pay as liquidated damages the sum of **EIGHT HUNDRED and 00/100 Dollars (\$800.00) for each consecutive calendar day** thereafter that the Contract is not completed as provided in the General Conditions.

Bidder acknowledges receipt of the following Addenda:

Bidder agrees to perform all of the construction work described in the Specifications and shown on the Drawings for the following **UNIT PRICES**:

BID SCHEDULE
VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009

Div #	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
Div. 01	1.00	LS	GENERAL CONDITIONS	\$	\$
Unit Price In Words			Dollars		
Div. 02	1.00	LS	DEMOLITION	\$	\$
Unit Price In Words			Dollars		
Div. 03	1.00	LS	CONCRETE	\$	\$
Unit Price In Words			Dollars		
Div. 04	1.00	LS	MASONRY	\$	\$
Unit Price In Words			Dollars		
Div. 05	1.00	LS	METALS	\$	\$
Unit Price In Words			Dollars		
Div. 06	1.00	LS	WOOD, PLASTICS, & COMP.	\$	\$
Unit Price In Words			Dollars		
Div. 07	1.00	LS	THERMAL & MOISTURE PROTECTION	\$	\$
Unit Price In Words			Dollars		
Div. 08	1.00	LS	OPENINGS	\$	\$
Unit Price In Words			Dollars		
Div. 09	1.00	LS	FINISHES	\$	\$
Unit Price In Words			Dollars		
Div. 10	1.00	LS	SPECIALTIES	\$	\$
Unit Price In Words			Dollars		
Div. 22	1.00	LS	PLUMBING	\$	\$
Unit Price In Words			Dollars		
Div. 23	1.00	LS	HEATING, VENTILATING, AND AIR-CONDITIONING	\$	\$
Unit Price In Words			Dollars		

Div. 26	1.00	LS	ELECTRICAL	\$	\$
Unit Price In Words			Dollars		
Alternate 01	1.00	LS	OHD Vermeer Sign Shop	\$	\$
Alternate 02	1.00	LS	OHD's & HVLS Fans at Streets in Shop Area	\$	\$
	1.00	LS	BONDING, INSURANCE, GC OVERHEAD & PROFIT	\$	\$
Unit Price In Words			Dollars		
TOTAL AMOUNT BID					\$
Total Amount Bid In Words			Dollars		

Amounts are to be shown in both words and figures. In case of any discrepancy, the amount shown in words will govern.

The above unit prices shall include all costs for labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal Contract attached within ten (10) days and deliver all bonds as required by the General Conditions. The bid security attached in the sum of _____ DOLLARS (\$_____) is to become the property of the Owner in the event the Contract and Bonds are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

RESPECTFULLY SUBMITTED,

By: _____

Title: _____

Address: _____

(AFFIX SEAL-if bid is by a corporation)

ANTICOLLUSION AFFIDAVIT

The following affidavit is submitted by Bidder as a part of this bid and proposal:

STATE OF OKLAHOMA }
CLEVELAND COUNTY }

The undersigned deponent, of lawful age, being duly sworn, upon his oath, deposes and says that:

- he has lawful authority to execute the within and foregoing proposal;
- he has executed the same by subscribing his name hereto under oath for and on behalf of said bidder;
- bidder has not, directly or indirectly, entered into an agreement; expressed or implied, with any bidder(s) having as its object controlling of the price or amount of such bid(s), the limiting of the bids or the bidders, the parceling or farming out to any bidder(s) or other persons of any part of the contract or any part of the subject matter of the bid(s) or of the profits thereof; and
- he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid(s) until after the said sealed bid(s) are opened.

Deponent further states that:

- the bidder has not been a party to any collusion among bidders or prospective bidders in any restraint of freedom of competition by agreement to bid at a fixed price, or to refrain from bidding;
- the bidder has not been a party to any collusion with any City official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract;
- the bidder has not been in any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
- the bidder has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the CITY OF MOORE any money or other thing of value, either directly or indirectly, in the procuring of the award of contract pursuant to this bid.

SIGNED: _____
(Name of Bidder)

BY: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission Expires: _____

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA }

CLEVELAND COUNTY }

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

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

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

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

Signed: _____

By: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2026.

Notary Public

My Commission Expires:

EXPERIENCE AND CAPABILITY QUESTIONNAIRE

The Honorable Mayor and City Council
City of Moore
301 N. Broadway Street
Moore, Oklahoma 73160-5130

_____, 2026

Gentlemen:

Re: **VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009**

The following information is submitted in answer to the questions listed below:

1. How many years experience as a general contractor have you had in construction similar to the project upon which the attached proposal is submitted?

2. If you have constructed similar projects, list at least three contracts, giving name and location of each project, amount and date of contract, and the owner or agency for whom the work was performed (list only prime contracts).

3. What is the largest project you have ever undertaken as the Prime Contractor? Give location, amount, and date of contract, type of construction, etc.

4. Have you ever failed to complete a contract or been involved in litigation regarding the acceptance of final settlement for work performed? ____ If the answer is "Yes", explain fully.

5. If you are the successful bidder on this project, do you propose to sublet or assign the project or any part thereof to some other contractor?

6. Is your organization an established business, with construction equipment and personnel ready to start work on this project if you are the successful bidder?

7. List all the projects that you have under contract this date, upon which final acceptance has not been made, giving the following information:

CONTRACT NO. 1

Name of Project _____

Owner _____ Location _____

Amount of Contract _____ Date of Contract _____

Time Allowed for Construction _____

Percent of Time Elapsed _____

Percent of Work Actually Accomplished _____

Has there been any litigation? _____

If answer to above question is "Yes", explain fully:

CONTRACT NO. 2

Name of Project _____

Owner _____ Location _____

Amount of Contract _____ Date of Contract _____

Time Allowed for Construction _____

Percent of Time Elapsed _____

Percent of Work Actually Accomplished _____

Has there been any litigation? _____

If answer to above question is "Yes", explain fully:

CONTRACT NO. 3

Name of Project _____

Owner _____ Location _____

Amount of Contract _____ Date of Contract _____

Time Allowed for Construction _____

Percent of Time Elapsed _____

Percent of Work Actually Accomplished _____

Has there been any litigation? _____

If answer to above question is "Yes", explain fully:

CONTRACT NO. 4

Name of Project _____

Owner _____ Location _____
Amount of Contract _____ Date of Contract _____
Time Allowed for Construction _____
Percent of Time Elapsed _____
Percent of Work Actually Accomplished _____
Has there been any litigation? _____
If answer to above question is "Yes", explain fully:

(Attach additional sheets if required)

8. We submit the following list of major construction equipment now owned by us and available for the work that may be awarded, which is in operating condition and good state of repair.

<u>No.</u>	<u>Item</u>	<u>Type</u>	<u>Size or Capacity</u>	<u>Present Value</u>
------------	-------------	-------------	-------------------------	----------------------

Firm Name

Agent Signature

Title

STATE OF OKLAHOMA }
COUNTY OF CLEVELAND }

_____, of legal age, being first duly sworn, upon his oath deposes and says that he executed the above questionnaire on behalf of the Bidder therein named; and that he had lawful authority to do so, and that the information contained therein is true and correct to the best of his knowledge and belief; that he has truthfully answered the questions set forth, and that he has not knowing withheld any information which might affect his status as bidder.

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission Expires: _____

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2026, by and between CITY OF MOORE, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and _____, party of the second part, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the abovenamed Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract to said Contractor for the sum specified in the Contractor's proposal, to wit:

_____ Dollars (\$) _____. Said proposal of _____ is incorporated by reference into this contract.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Plans and Addenda, all of which are on file in the office of the City Manager, 301 N. Broadway, Moore, OK, 73160-5130, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.
2. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the City Manager shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Manager, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Plans and Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project within **ONE HUNDRED AND TWENTY (120) consecutive calendar days**. The Contractor further agrees to pay as liquidated damages, the sum of **Eight Hundred Dollars and 00/100 (\$800.00) for each consecutive calendar day** thereafter as provided in Paragraph 18 of the General Conditions section of the Contract Documents and Technical Specifications.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

3. Discrimination. The Contractor agrees in connection with the performance of work under this contract as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, age or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.

- b. The Contractor and subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Moore setting forth provisions of this section.
 - c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.
- 4. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.
 - 5. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Plans and Addenda and the Contractor's Proposal.
 - 6. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.
 - 7. Assignment. This Contract shall not be assigned without the written consent of the CITY.
 - 8. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.
 - 9. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.
 - 10. Choice of Laws and Venue. This Contract shall be governed by the laws of the State of Oklahoma. Any lawsuit brought concerning this Contract shall be filed with the appropriate state court, Cleveland County, Oklahoma or with the United States District Court for Western District of Oklahoma, as applicable.

11. This Contract requires proper signature and acceptance by the Contractor and approval by the Moore City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

Name of Corporation

By _____

Title _____

ATTEST:

Title _____
(AFFIX SEAL)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Name of Partnership or Proprietorship

By _____

Title _____

COUNTY OF CLEVELAND }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this ____ day of _____, 2026, personally appeared _____, a member of the partnership/proprietorship _____ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that _____ (he/she) executed the same as _____ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

Notary Public

My Commission Expires _____

CITY OF MOORE, OKLAHOMA
A Municipal Corporation

Mark Hamm, MAYOR

ATTEST:

Vanessa Kemp, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2026.

Randy Brink, CITY ATTORNEY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF MOORE, as OWNER, in the penal sum

of _____ DOLLARS (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF MOORE, OKLAHOMA, dated on the _____ day of _____, 2025, for

VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City of Moore, City Hall, 212 SW 9th St, Moore, Oklahoma 73160-5130.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said Contract, each and every covenant, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise.

then this obligation shall be null and void. **Otherwise** said obligation shall be and remain in full force and effect.

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

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

Dated this _____ day of _____, 2026.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

By: _____
Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2026

Notary: _____ My commission expires:

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF MOORE, as OWNER, in the penal sum of

_____ DOLLARS
(\$_____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF MOORE, OKLAHOMA, dated on the _____ day of _____, 2026, for

BUCK THOMAS PARK RESTROOM FACILITIES, PROJECT No. 2026-003

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 301 N. Broadway, Moore, Oklahoma 73160-5130.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

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

Dated this _____ day of _____, 2026.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

By: _____
Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2026

Notary: _____ My commission expires: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____ as Principal, and
(full name and address)

_____ as Surety, a
(full name and address)

corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF MOORE, as OWNER, in the penal sum of

_____ DOLLARS
(\$ _____) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF MOORE, OKLAHOMA, dated on the _____ day of _____, 2026, for

VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009

all in compliance with the plans and specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Moore, City Hall, 301 N. Broadway, Moore, Oklahoma, 73160-5130.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF MOORE, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF MOORE and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the CITY OF MOORE harmless from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety

has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.

Dated this _____ day of _____, 2026.

Principal:

Surety:

(Name of Contractor)

By: _____
(Name & Title)

By: _____
Attorney-in-Fact (Affix Seal)

(FOR CORPORATIONS ONLY)

ATTEST:

(Name & Title) (Affix Seal)

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Notarized on this _____ day of _____, 2026

Notary: _____ My commission expires: _____

General Conditions Contents

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CITY OF MOORE

GENERAL CONDITIONS

1. Contract and Contract Documents

The Plans, Specifications, and Addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms as used in this contract are respectively defined as follows:

- a. "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- b. "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreements with, the Contractor.
- c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor or any Subcontractor.
- d. "Engineer": The term engineer shall apply to the City Manager or his duly designated representative, to include consultants hired by the Owner to provide advice, assistance or direction concerning the contract.
- e. "Owner": The term Owner shall apply to the City of Moore, A Municipal Corporation, also referred to as the "CITY."

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detailed drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required; such drawings, if any, to be furnished by the Engineer in accordance with said schedule; and (b) a schedule fixing the respective dates for

the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Engineer six copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

- a. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- b. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract, or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.

- b. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. The proposed substitution shall not be purchased or installed by the contractor without the Engineer's written approval.

9. Patents

- a. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- b. License or Royalty Fees. License and/or royalty fees for the use of a process that is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- c. If the Contractor uses any design, device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

- a. Unless otherwise expressly provided for in the Specifications, the Contractor shall be responsible for all surveying and construction staking for the project and the Owner

shall furnish to the Contractor all survey control points necessary as indicated in project drawings.

- b. The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract.
- c. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

- a. The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.
- b. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property- (Emergency)

- a. The Contractor shall at all times safely guard the Owner's property from damage in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.
- b. In case of emergency which threatens loss or injury of property, and/or safety of life the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter.

Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

- c. Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.
- d. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 22 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

16. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal; and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner and the price is stated in such order.

18. Time for Completion and Liquidated Damages

- a. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

- b. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same; taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- c. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor hereby agrees, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, **not as a penalty but as liquidated damages for such breach of contract** as hereinafter set forth, for each and every consecutive calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- d. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain; and said amount is agreed to be the amount of the damages which the Owner would sustain and shall be retained from time to time by the Owner from current periodical estimates.
- e. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever. Where, under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.
- f. The Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner.
- g. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to:
 - (1) To any preference, priority, or allocation order duly issued by the Owner;
 - (2) To unforeseeable cause beyond the control and without the fault or the negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather occurring prior to the original completion date. Except that in the case of severe weather the original completion date as set out in the contract shall be adjusted for severe weather occurring prior to the date originally specified in the contract as the date on which all work pursuant the

terms of the contract is to be completed. The revised date, adjusted as described, will be known as the adjusted completion date. There shall be no further adjustment or adjustments to the adjusted completion date, for any reason, once the adjusted completion date has been determined. All conditions of the contract must be satisfied by the Contractor on or before the original completion date or adjusted completion date, whichever is applicable. If all contract requirements have not been met by the original completion date or adjusted completion date, if applicable, liquidated damages, regardless of weather conditions, shall apply for all subsequent days until the actual completion of the contract terms by the contractor.

(3) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (1) and (2) of this article.

- h. Provided, that the Contractor shall, within ten (10) days from the beginning of delay as set forth in (g) above, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of delay. The Owner shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

19. Correction of Work

All work, materials, (whether incorporated in the work or not), all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, payment to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

20. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Paragraph 22 of the General Conditions.

21. Claims for Extra Cost

No claim for extra costs or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 22(b) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

22. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a. Unit bid prices previously approved.
- b. The actual cost of:
 - (1) Labor, including foreman,
 - (2) Materials entering permanently into the work,
 - (3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work,
 - (4) Power and consumable supplies for the operation of power equipment,
 - (5) Insurance,
 - (6) Social Security and old age and unemployment contributions.

To the cost under b., there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

23. Right of Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. Such notices shall contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor; and the Surety shall have the right to take over and perform the contract. If the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract at the expense of the Contractor. The Contractor and his Surety shall be liable to the Owner for any

excess cost occasioned the Owner thereby; and in such event, the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner as estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price, and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

- a. At the request of the Contractor and no more than once per month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract. To ensure the proper performance of this contract, the City shall retain 5% of the amount of each estimate. On completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- b. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- c. All material and work covered by partial payments made shall thereupon become the sole property of the Owner. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the contract.
- d. The Owner reserves the right to withhold certain amounts and make application thereof. Specifically, the Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all

obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract. In no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and other relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay,

- a. for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered,
- b. for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which said materials, tools, equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and
- c. to each of his subcontractors, not later than the 5th day following each payment to the Contractor the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- a. Worker's Compensation Insurance. The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Oklahoma for all of his employees to be engaged in work at the site of the project under this contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. Contractor's General Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract, Contractor's General Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance as follows:

Comprehensive General Liability and Bodily Injury:

Bodily Injury	<u>\$ 125,000.00</u> per person per occurrence
Property Damage	<u>\$ 100,000.00</u> each occurrence
Combined Single Limit	<u>\$1,000,000.00</u> per occurrence combined limit

Comprehensive Automobile:

Liability, Bodily Injury	<u>\$ 125,000.00</u> per person per occurrence
Property Damage	<u>\$ 100,000.00</u> each occurrence
Combined Limit	<u>\$1,000,000.00</u> per occurrence combined limit

- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either,
 - (1) require each of his subcontractors to procure, and to maintain during the life of his subcontract, Subcontractor's Public Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or
 - (2) ensure the activities of his subcontractors in his own policy, specified in subparagraph (b) hereof.
- d. Scope of Insurance and Special Hazards. The insurance required under subparagraphs b. and c. hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.

- e. Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the Owner, the Contractor (at the Owner's option) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear. This provision shall not release the Contractor from his obligation to complete, according to the plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- f. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certification will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and also a Statutory Bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Performance Bond and the Statutory Bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall become dissatisfied with any surety or sureties, then upon the Performance or Statutory Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

- a. The Contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, is performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner. Approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the contract documents.

- e. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Engineer's Authority

- a. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such questions.
- b. The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work that may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer. Any work performed on areas which have been identified as obscure or in dispute but for which a determination has not been made by the Engineer, shall be at the sole risk of the Contractor.

36. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- a. to take every precaution against injuries to persons or damage to property;
- b. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- c. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. to frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- e. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

- f. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

37. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

38. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

39. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

40. Conflicts, Measurements and Discrepancies

- a. Before undertaking each part of the work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any work affected thereby; however, the Contractor shall not be liable to the Owner or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents, unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- b. Any work performed which is governed by conflicting details, dimensions, or specifications and is performed without clarification by the Engineer shall be at the sole risk of the Contractor.

- c. No extra charge or compensation in excess of actual quantities required will be allowed because of differences between actual dimensions and the dimensions shown on the drawings.

41. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

42. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

43. Protection of Lives and Health

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and health regulations described in Chapter XIII, Bureau of Labor Standards, Department of Labor, Safety and Health Regulations for Construction, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

44. Subcontracts

The Contractor will insert in any subcontracts, any Federal Labor Standards Provisions which may be contained herein and such other clauses as the Owner and the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

45. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, disability, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion,

sex, color, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship). The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, disability, age or national origin.
- c. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be terminated or suspended in whole or in part and the Contractor may be declared ineligible for further CITY contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as means of enforcing such provisions including sanctions for noncompliance; provided,

however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

46. Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

47. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- a. Secures written consent of the Contractor except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in final clean-up of punch list items or other contract requirements, and
- b. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- c. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

48. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Special Provisions.

49. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason

of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

50. Labor Provisions

a. Minimum Wages

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate of any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant

to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Owner for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

b. Underpayment of Wages or Salaries

In case of underpayment of wages by the Contractor or by any subcontractors to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Owner in addition to such other rights as may be afforded it under this Contract, shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Owner may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Owner, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf prescribed in the applicable wage determination.

c. Anticipated Costs of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs

reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is part of this Contract; provided, however, the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. A copy of findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Owner with the first payroll filed by the Contractor subsequent to receipt of the findings.

d. Overtime Compensation Required by Contract Works Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Sections 327-332).

- (1) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week.
- (2) Violation/Liability for Unpaid Wages Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violations of the clause set forth in paragraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1).
- (3) Withholding for Liquidated Damages. The Owner shall withhold or cause to be withheld, from any monies payment on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided the clause set forth in paragraph (2).
- (4) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (1), (2), and (3) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

e. Employment of Apprentices/Trainees

- (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the

U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (2) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rates determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish to the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the areas of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

- (2) Trainees. Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprentice and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment

opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

f. Employment of Certain Persons Prohibited

No person under the age of sixteen or no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

g. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirement thereof.

h. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified comfortably to the wage determination by the Owner, and a report of the action taken shall be submitted by the Owner, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Owner shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

i. Fringe Benefits Not Expressed as Hourly Wages Rates

The Owner shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the questions, accompanied by the recommendation of the Owner, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

j. Posting Wage Determination Decisions and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

k. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contractor to his employer.

l. Claims and Disputes Pertaining to Wages

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contractor shall be promptly reported by the Contractor in writing to the Owner for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

m. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Owner and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

n. Payrolls and Basic Payroll Records of Contractor and Subcontractors

The Contractor and each subcontractor shall prepare his payroll on forms satisfactory to and in accordance with instructions to be furnished by the Owner. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies

of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three (3) years thereafter. Such payroll and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic includes the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Owner, and the United States Department of Labor. Such representative shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

o. Specific Coverage of Certain Types of Work by Employees

The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these, Federal Labor Standards Provisions are applicable.

p. Provisions to be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with any Labor Standards Provisions, included herein and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

q. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Owner's prior written approval of the subcontractor. The Owner will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

(1) Breach of Foregoing Federal Labor Standards Provisions

In addition to the clauses for termination of this Contract as herein elsewhere set forth, the Owner reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

r. Employment Practices

The Contractor shall, to the greatest extent practicable, follow hiring and employment practices for work on the project that will provide new job opportunities for the unemployed and underemployed. This clause shall be inserted in each construction subcontract.

s. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions may be grounds for termination of the Contractor, and for debarment as provided in 29 CFR 5.6.

51. Sales Tax Exemption

Pursuant to Oklahoma Statutes, Title 68, 1356(10), Contractors and Subcontractors shall be exempted from the tax levied on the sale of tangible personal property or services necessary for the completion of this construction contract. Any Contractor or Subcontractor making purchases for this contract on behalf of the City of Moore shall certify, in writing, on the copy of the invoice or sales ticket to be retained by the vendor, that the purchases are made for and on behalf of the City of Moore.

Contractors and Subcontractors shall request a written Sales Tax Exemption by contacting the Engineering Division, City of Moore, at 212 S.W. 9th Street, Moore, Oklahoma, 73160-5130 (405.793.5020) who will issue such exemption on an individual project basis. It shall be the Contractor's and Subcontractor's responsibility to secure the

Sales Tax Exemption and failure to do so will not lessen their liability for payment of the sales tax.

Until the City of Moore accepts the improvements, purchases for carrying out the contract for construction of this project shall be exempt from sales taxes as provided in the cited statute. Two Tax Commission interpretations of the Oklahoma statutes Title 68 Sec 1356(10) are listed below to avoid contention among the City of Moore, its contractors, and the Tax Commission.

"Exemptions apply to materials incorporated into the project, but not to concrete forms nor to other tools"

"The same reasoning precludes exemptions being applied to rental items"

The Contractor shall certify that purchases are made for or are on behalf of the City of Moore. Persons who make wrongful or erroneous certifications) shall be guilty of a misdemeanor and shall be punished as provided in the statutes.

52. Special Equal Opportunity Provisions

a. Activities and Contracts Not Subject to Executive Order 11246, as Amended.

(Applicable to Federally assisted construction contracts and related subcontracts under \$10,000.)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

b. Contracts Subject to Executive Order 11246, as Amended.

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000.)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor shall send to each labor union or representatives of works with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246, of September 24, 1965, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

c. "Section 3 Compliance in the Provision of Training, Employment and Business Opportunities."

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 u.), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder.
- (2) The "Section 3 clause" set forth in 24 CFR 135.20(b) shall form part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents".
- (3) Contractor shall incorporate the "Section 3 clause" shown below and the foregoing requirements in all subcontracts.

Section 3 Clause as Set Forth in CFR 135.20(b)

- i. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
- ii. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135.20, and all applicable rules and orders of the Department issued thereunder prior to the

execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

- iii. The Contractor will send to each labor organization or representative of workers with whom he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iv. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135.20. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135.20 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135.20, and all applicable rules and regulations of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its successors, and assigns to these sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.20.

53. Certification of Compliance with Air and Water Acts

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 14, as amended.

In addition to the foregoing instruments, all nonexempt contractors and subcontractors shall furnish to the Owner, the following:

- a. A stipulation by the contractor or subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility, utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in Paragraph (1) through (4) of this section in every non exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

54. Employment of Handicapped Persons

Where possible, employment of handicapped persons is encouraged.

55. Employment of Female Persons

Where possible, employment of female persons is encouraged.

56. Employment of Veterans

The contractor agrees to provide certification that special consideration with existing applicable collective bargaining agreements and practices, shall be given to the employment on the project of qualified disabled veterans as defined in 38 USC 2011(1), and to qualified Vietnam-era veterans, as defined in 38 USC 2011(2)(A).

WORK ORDER

TO: _____

From: City of Moore

Re: **VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009**

Date: _____

You are hereby notified that all contract documents have been entered and accepted in relation to the contract entered into on the ____ day of _____, 2026, by and between the City of Moore and _____ that work may now be commenced in accordance with said contract.

Authorized by:

Effective Date: _____

**AFFIDAVIT FOR PAYMENTS FOR \$25,000 OR MORE
CITY OF MOORE, OKLAHOMA**

STATE OF OKLAHOMA }
COUNTY OF CLEVELAND }

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

(Contractor)

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission Expires:

Note: Copy of this Affidavit must be attached to any invoice submitted by an Architect, Contractor, Engineer or Supplier of material for \$25,000 or more.

PAYMENT CERTIFICATE

TO: City of Moore

Re: **VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009**

I, _____ of
Name of Authorized Agent and Designation

_____ do hereby affirm that all claims and Company obligations incurred by me or in my behalf in connection with the performance of the above mentioned project have been fully paid and settled.

Authorized Representative

Name of Company

STATE OF OKLAHOMA }
COUNTY OF CLEVELAND}

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2026, personally appeared _____, (name) to me known to be the identical person who signed the name of _____, corporation/proprietorship/authorized agent name) an Oklahoma corporation, to the within and foregoing instrument as its _____, (president/owner) and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

CONTRACTOR'S RELEASE TO CITY

TO: City of Moore

Re: **VERMEER SIGN SHOP & STREETS BREAKROOM, PROJECT No. 2026-009**

This is to certify that _____, by acceptance of this final payment, hereby releases the owner, City of Moore, from all claims and all liabilities to the City of Moore for all things done or furnished in connection with work on this project and further releases said City of Moore from liabilities arising from any act of the owner or his agent arising in connection with this project. This release in no way operates to release the contractor or his Surety from any obligations under this contract or the bond tendered pursuant thereto.

Name of Corporation

Authorized Agent

STATE OF OKLAHOMA }
COUNTY OF CLEVELAND}

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2026, personally appeared _____, (name) to me known to be the identical person who signed the name of _____, 0(business/proprietorship/authorized agent name), an Oklahoma corporation/proprietorship, to the within and foregoing instrument as its _____ (president/owner), and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/ Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

SUBCONTRACTOR'S

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned subcontractor or material/equipment supplier, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien, and right to claim a lien for labor, services, or materials furnished to _____ (contractor) on the job of 2026-009 Vermeer Sign Shop & Streets Breakroom for the City of Moore, Cleveland County, Oklahoma (Owner).

The said subcontractor or material/equipment supplier has been fully satisfied and paid any and all claims for labor and materials/equipment insofar as they pertain to the "Project" in question.

In further consideration of the payment made and set forth, the undersigned certifies that all of its subcontracts or material/equipment suppliers and employees on the project have already been paid and the undersigned agrees to indemnify and hold completely harmless _____ (contractor) in the event of any claims hereafter made alleging non-payment by such subcontractors or material/equipment suppliers or employees.

Date: _____

Subcontractor/Supplier

By: _____ (Print Name)

(Signature) _____ (Title)

State of _____ County of _____

Subscribed and sworn to before me on this _____ day of _____, 2026

Notary Public

My commissions expire: _____

My commission number: _____

**SECTION 00 0101
PROJECT TITLE PAGE**

**PROJECT MANUAL FOR
VERMEER SIGN SHOP & STREETS BREAKROOM
ARCHITECT'S PROJECT NUMBER: 2516
CITY OF MOORE PROJECT NUMBER: 2026-009**

**VERMEER SIGN SHOP ADDRESS
632 VERMEER DRIVE
MOORE , OKLAHOMA 73160**

**STREETS BREAKROOM ADDRESS
2001 N. MOORE AVE.
MOORE, OKLAHOMA 73160**

**DATE: 1/15/2026
PREPARED BY: TAP ARCHITECTURE**

END OF SECTION

SECTION 00 0102
PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Vermeer Sign Shop & Streets Breakroom
City of Moore Project No. 2026-009
Vermeer Sign Shop 632 Vermeer Drive
Streets Breakroom 2001 N. Moore Ave., Moore, Oklahoma 73160.
- B. The Owner, hereinafter referred to as City of Moore

1.02 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors (AIA A305) for the construction of the project described below.

1.03 PROJECT DESCRIPTION

- A. This project consists of **Vermeer Sign Shop** renovation of an existing 70'x40' metal building to house the city's street signage facility. The work will include a new office space, new restroom / mechanical room, sign print area, and to renovate the existing shop area. **Streets and Drainage Facility** - this is also an interior renovation in an existing building, and the needs are to expand the existing breakroom and upgrade the conditioned air within the space. There is also an alternate for this location on replacing the existing overhead doors and adding some large industrial fans within the shop area of the facility.

1.04 PROCUREMENT TIMETABLE

- A. Qualifications Due Date: Contractor to submit the Experience & Capability Questionnaire with the proposal on bid day, which will be evaluated along with the lowest bid to evaluate selected contractor.
- B. Last Request for Substitution Due: 4 days prior to due date of bids.
- C. Last Request for Information Due: 4 days prior to due date of bids.
- D. The City of Moore reserves the right to change the schedule or terminate the entire procurement process at any time.

1.05 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
 - 1. From GRI Reprographics.
 - 2. At the following address: 7001 N. Santa Fe Ave., Oklahoma City 73116.
 - 3. Cost: \$25 per physical set and \$0 per digital set.
- B. Documents may be viewed at Dodge Global Network, Southwest Construction News Service, Construct Connect.
 - 1. Dodge Global Network, (800) 393-6343
 - 2. Southwest Construction News Service, (405) 948-7474
 - 3. Construct Connect, (513) 645-8004

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 0110
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SIGN SHOP AND STREETS BREAKROOM: PROJECT NO. 2026-009**

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4. Solicitation for Bids
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13. Forms
 - a. Work Order
 - b. Affidavit for Payments for \$25,000 or More
 - c. Payment Certificate
 - d. Contractor's Release to City
 - e. Subcontractor's Waiver and Release of Lien Upon Final Payment

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 0101 - Project Title Page
- B. 00 0102 - Project Information
- C. 00 0110 - Table of Contents
- D. 00 0115 - List of Drawing Sheets
- E. 00 2114 - Sample AIA A305
- F. 00 3100 - Available Project Information
- G. 00 4336 - Proposed Subcontractors Form
- H. 00 5000 - Contracting Forms and Supplements
- I. 00 7200 - General Conditions
- J. 00 7300 - Supplementary Conditions

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 1000 - Summary
- B. 01 2000 - Price and Payment Procedures
- C. 01 2500 - Substitution Procedures
- D. 01 2500F - Product Substitution Form

- E. 01 3000 - Administrative Requirements
- F. 01 4000 - Quality Requirements
- G. 01 5000 - Temporary Facilities and Controls
- H. 01 6000 - Product Requirements
- I. 01 6116 - Volatile Organic Compound (VOC) Content Restrictions
- J. 01 7000 - Execution and Closeout Requirements
- K. 01 7419 - Construction Waste Management and Disposal
- L. 01 7800 - Closeout Submittals
- M. 01 7900 - Demonstration and Training

2.02 REFER TO THE FOLLOWING OUTLINE SPECIFICATIONS FOR MORE DETAILED INFORMATION REGARDING THE PROJECT.

END OF SECTION

SECTION 00 0115
LIST OF DRAWING SHEETS

GENERAL: THE LIST OF DRAWINGS FOR THIS BID IS AS INDICATED ON THE BID SET TITLED "VERMEER SIGN SHOP & STREETS BREAKROOM", DATED AS STAMPED 1/15/2026. REFER SHEET INDEX ON DRAWING SHEET G110.

END OF SECTION



AIA[®] Document A305[™] – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

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

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative Signature Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:

SECTION 00 3100
AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of Contract Documents, as follows:
1. City Water and Sewer Maps
 2. City of Moore Fire Marshal Building Plan Transmittal Form – 12/06/2022
 3. Commercial Building Permit Application Form – 12/06/2022
 4. Construction Stormwater / Land Disturbance Permit Application
 5. Stormwater Pollution Prevention Plan (SWP3) form and requirements

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 00 4336
PROPOSED SUBCONTRACTORS FORM**

PARTICULARS

- 1.01** HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
- 1.02** (BIDDER) _____
- 1.03** TO (CITY OF MOORE): MOORE, OKLAHOMA
- 1.04** DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
- 1.05** THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:
- 1.06** Provide the Proposed Subcontractor Form along with your Bid Form on 2/12/2026.

LIST OF SUBCONTRACTORS

WORK SUBJECT SUBCONTRACTOR NAME

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____
- G. _____
- H. _____
- I. _____
- J. _____
- K. _____

END OF SECTION

SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See City of Moore, "Contract Document and Technical Specifications for Construction."

1.03 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
1. Bid Bond Form: AIA A310.
 2. Performance and Payment Bond Form: AIA A312.
- C. Post-Award Certificates and Other Forms:
1. Certificate of Insurance Form: ACORD Certificate of Insurance 25.
 2. Schedule of Values Form: AIA G703.
- D. Closeout Forms:
1. Certificate of Substantial Completion Form: AIA G704.

1.04 REFERENCE STANDARDS

- A. AIA A310 - Bid Bond; 2010.
- B. AIA A312 - Performance Bond and Payment Bond; 2010.
- C. AIA G703 - Continuation Sheet; 1992.
- D. AIA G704 - Certificate of Substantial Completion; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 00 7200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

- 1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS AVAILABLE FROM THE OWNER / GENERAL CONTRACTOR. SUPPLEMENTARY CONDITIONS REFERENCED ARE BASED ON USE OF AIA DOCUMENT A201, LATEST VERSION. INTENT OF SUPPLEMENTARY CONDITIONS REMAIN APPLICABLE TO OTHER GENERAL CONDITIONS WHICH MAY BE APPLICABLE TO CONTRACT USED BY OWNER UNLESS OTHERWISE MODIFIED IN CONTRACT WITH OWNER.**

SUPPLEMENTARY CONDITIONS

- 2.01 REFER TO DOCUMENT 00 7300 - SUPPLEMENTARY CONDITIONS FOR AMENDMENTS TO THESE GENERAL CONDITIONS.**

END OF SECTION

**SECTION 00 7300
SUPPLEMENTARY CONDITIONS**

INTENT

1.01 GENERAL

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

MODIFICATIONS TO AIA A201

2.01 REFERENCE STANDARDS

- A. AIA A201 - General Conditions of the Contract for Construction; 2017.
- B. AIA A312 - Performance Bond and Payment Bond; 2010.

2.02 ARTICLE 3.6 - TAXES

- A. Delete the article and add the following:
 - 1. "Article 3.6 TAXES: The Contractor shall exclude sales tax. The Contractor shall be designated as an agent of the Owner in accordance with the laws of the State in which the project is constructed. The Contractor shall execute with the Owner the "Designation of Purchasing Agent" on form provided by the Owner.
- B. For convenience of reference, a copy of the form is appended to this document.

2.03 ARTICLE 7.3 - CONSTRUCTION CHANGE DIRECTIVES

- A. Add the following subparagraph:
 - 1. 7.3.11: The Agreement identifies the overhead and profit fees applicable for Changes in the Work, whether additions to or deductions from the Work on which the Contract Sum is based and identifies the fees for subcontract work for changes (both additions and deductions) in the Work. The Contractor shall limit the fees as noted.

2.04 ARTICLE 8 - TIME

- A. Add the following subparagraph:
 - 1. 8.1.5: Contract Time commences at the Notice to Proceed and continues to the date of Substantial Completion.

2.05 ARTICLE 11.4 - PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

- A. Add the following subparagraph:
 - 1. 11.4.3: Bonds are required of the Contractor and may be required of the sub-contractors at the discretion of the Contractor. The cost of General Contractor bonds shall be included in the bid. The bond value requirements are as follows:
 - a. Provide a 100 percent Performance Bond on AIA A312.
 - b. Provide a 100 percent Payment and Materials Bond (Statutory Bond) on Owner's form.
 - c. Provide a 100 percent Defect Bond on Owner's form.
 - d. Deliver bonds within 3 days after execution of the Contract.
 - 2. For convenience of reference, a copy of the forms are appended to this document.

2.06 OTHER ITEMS TO BE ADD TO OR WHICH MODIFY GENERAL CONDITIONS

- A. Warranty period for the project shall be for one (1) year from the date of Substantial Completion except as otherwise modified by the various sections of the specifications.
- B. Subcontractors shall certify in writing to the General Contractor that their Record Drawings show complete and accurate "as-built" conditions in accordance with construction industry

standards stating sizes, kinds of materials, vital piping, conduct locations, and similar matters. Further all other writings, drawings or sketches reflecting changes in the work shall be included within the Record Drawings. Record Drawings shall be submitted to the Contractor prior to Substantial Completion.

- C. Coordinating services in connection with the Work of persons or entities retained by the Owner with respect to testing, landscaping, or other vendors including, without limitation, geotechnical and concrete testing, wiring with respect to telephone, computers, audio / visual and security system or any other items related to any of the foregoing or of a type similar to the foregoing shall not be deemed to be additional services subject to additional compensations.
- D. Substantial Completion: Work shall not be deemed to be substantially complete until such time as: (1) a Certificate of Occupancy has been issued by the City of Moore or its authorized agency; and (2) it is determined that the Work complies with all requirements of the Construction Documents, subject to adjustment as identified on the punch list developed for Substantial Completion.
- E. Ten Percent (10%) retainage will be held on all sub-contractor's payments and subsequently, the General Contractor's payments until Substantial Completion. The Owner may at his discretion reduce retainage to 5% upon 50% completion. At Substantial Completion, an amount shall be identified as required to complete the work based on the Substantial Completion Punch list and on the project Schedule of Values. That amount shall be doubled as final retention until Final Completion is achieved, with remaining funds in retention released. Substantial Completion retained funds shall then be released in accordance with the General Conditions of the Contract at Final Completion.
- F. Change Orders: sub-contractors maximum combined overhead and profit shall not exceed 15%.
 - 1. For the purpose of change orders, labor burden shall be defined as the extra cost of labor in addition to an employee's regular ACTUAL wages (not billing rate). Burden includes employer taxes, insurance, benefits, vacation time and other costs based on regular payroll wages and established company policies. It does not include employee withholding. Sub-Contractor shall identify the labor burden with appropriate documentation in their bidding documentation to the General Contractor and that burden shall apply to all changes in the work. The General Contractor shall identify the maximum allowable Labor Burden percentage and enter it in the appropriate location on the Bid Form.
 - a. Each subcontract to be entered into by the Contractor, shall contain provisions that:
 - (i) require that the Work to be performed under such subcontract shall be in accordance with the requirements of the Contract Documents; (ii) contain the waivers of subrogation rights as provided by the contractual agreement between the Contractor and the Owner; (iii) require that the subcontractor submit certificates and waivers of lien in a form and content satisfactory to Owner and Contractor for Work completed by it and its subcontractors as a condition to disbursement of payments required hereunder. (iv) Require that each subcontractor furnish to the Contractor in a timely fashion all information necessary for the preparation and submission of reports required herein; (v) require that each subcontractor continue to perform under its subcontract in the event that, as provided by the contractual agreement between the Contractor and the Owner, the Contractor is terminated and the Owner takes an assignment of such subcontract and requests that such subcontractor continue such performance; (vi) permit the Contractor to retain from payments due such subcontractors, the retainage described in the General Conditions, as amended by the Supplementary Conditions and the General Contractor's Contract for Construction, and (vii) if required by law, require each subcontractor to represent that it is an equal opportunity employer as provided by law.
 - b. All written warranties and guaranties shall be submitted to the Contractor prior to the date of Substantial Completion and shall be properly dated to commence on date of Substantial Completion, regardless of installation date. Warranty on new or

replacement items installed for the first time after the Substantial Completion date shall be dated from date of installation.

2.07 INSURANCE REQUIREMENTS

- A. The Contractor, prior to commencing the Work, except as otherwise noted, shall procure and purchase the following insurance from a company or companies lawfully authorized to do business in the State of Oklahoma.
- B. All General Conditions, Supplementary Conditions, and the Agreement for Construction shall be thoroughly studied prior to purchase of an insurance policy to cover the requirements of the project. Limits and conditions listed below shall be minimums and may be expanded by certain clauses of the Agreement. Both the Owner and Architect shall be named as additional insureds on the commercial General Liability Policy and the Umbrella Liability Policy and shall cover their employees, agents, or consultants on the jobsite. Waivers of Subrogation are required for both Property Insurance and Liability Insurance.
 - 1. Commercial General Liability (Occurrence basis):
 - a. General Aggregate Limit: \$2,000,000
 - b. Each Occurrence Limit: \$1,000,000
 - c. Products and Completed Operations Aggregate Limit: \$1,000,000
 - d. Personal Injury: \$1,000,000
 - 1) Business Auto Liability
 - (a) Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000 (to included Owned, Hired and Non-Owned Auto)
 - 2) Workers Compensation / Employer's Liability
 - (a) Each accident - Statutory requirements but not less than \$100,000
 - (b) Disease Limit - Policy - Statutory requirements but not less than \$500,000
 - (c) Disease Limit - Each Employee - Statutory requirements but not less than \$100,000
 - 3) Builder's Risk Insurance
 - (a) In addition to the Contractor's Products and Completed Operations Aggregate Limit, the following shall also apply: The Contractor shall purchase and maintain Builder's Risk Insurance for the project.
 - (b) Policy shall be for full replacement value and shall remain in place until final acceptance of the project by the Owner.
 - 4) Other Insurance on Loss of Use
 - (a) The Owner, at the Owner's option, may purchase and maintain such insurance that will protect the Owner against loss of use of his property.

2.08 SPECIAL PROJECT REQUIREMENTS

- A. Successful Bidder shall be required to execute "Non-Kickback Affidavit" provided by the Owner in the Contract / Bidding Documents.

END OF SECTION

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Vermeer Sign Shop & Streets Breakroom
- B. Owner's Name: City of Moore.
- C. Architect's Name: TAP Architecture.
- D. This project consists of **Vermeer Sign Shop** renovation of an existing 70'x40' metal building to house the city's street signage facility. The work will include a new office space, new restroom / mechanical room, sign print area, and to renovate the existing shop area. **Streets and Drainage Facility** - this is also an interior renovation in an existing building, and the needs are to expand the existing breakroom and upgrade the conditioned air within the space. There is also an alternate for this location on replacing the existing overhead doors and adding some large industrial fans within the shop area of the facility.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5000 – Contracting Forms and Supplements.

1.03 WORK BY OWNER

- A. Items noted NIC (Not in Contract) will be supplied and installed by City of Moore before Substantial Completion.

1.04 OWNER OCCUPANCY

- A. City of Moore intends to occupy the Project upon Substantial Completion.
- B. Cooperate with City of Moore to minimize conflict and to facilitate City of Moore's operations.
- C. Schedule the Work to accommodate City of Moore occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Provide access to and from site as required by law and by City of Moore:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
 - 3. Maintain site security and safety from adjacent park and protect public parking lot.

1.06 WORK SEQUENCE

- A. Coordinate construction schedule and operations with City of Moore.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.
- B. Section 00 7300 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to TAP Architecture for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to TAP Architecture for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit one electronic and no hard-copies of each Application for Payment.
- F. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 3. Affidavits attesting to off-site stored products.
- G. When TAP Architecture requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, TAP Architecture will issue instructions directly to Contractor.
- B. For other required changes, TAP Architecture will issue a document signed by City of Moore instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, TAP Architecture will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.
 - 2. All systems are fully functional and per design drawings and specifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2500
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - c. Requested by Owner.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to City of Moore.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Agrees to reimburse City of Moore and TAP Architecture for review or redesign services associated with re-approval by authorities.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms included in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Section 00 2113 - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing the form attached to this section. See this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. TAP Architecture will consider requests for substitutions only within 15 days after date of Agreement.
- C. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by TAP Architecture, in order to stay on approved project schedule.
- D. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by TAP Architecture, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the City of Moore through cost savings, time savings, greater energy conservation, or in other specific ways.
 - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
 - 3. Bear the costs engendered by proposed substitution of:
 - a. City of Moore's compensation to the TAP Architecture for any required redesign, time spent processing and evaluating the request.
- E. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.

3.04 RESOLUTION

- A. TAP Architecture may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. TAP Architecture will notify Contractor in writing of decision to accept or reject request.
 - 1. TAP Architecture's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

3.07 ATTACHMENTS

- A. A facsimile of the Substitution Request Form (During Construction) required to be used on the Project is included after this section.

END OF SECTION



SUBSTITUTE PRODUCT APPROVAL REQUEST FORM

****All substitutions must be approved prior to bid
unless otherwise specifically allowed in a section****

Project Name: Vermeer Sign Shop & Streets Breakroom Request Number: _____
Project No: (TAP No. 2516) BID DATE: _____
TO: Chris Teehee, Managing Director | Partner, cteehee@tapokc.com , 405.232.8787
FROM: _____

A proposed product is not approved and cannot be included in a bid or used in the Work until it appears in an Addendum or other Contract Modification Instrument as defined in the General Conditions. See Instructions To Bidders, General Conditions, and Section 01 6000. Include only one product substitution request on each form.

SUBSTITUTE PRODUCT INFORMATION:

Specification Section: No.: _____ Name: _____

Specified Product: _____

Substitute Product: _____

The Undersigned Submitter certifies:

1. Proposed product has been fully investigated and determined to be equal or superior in all respects to specified Product.
2. The same warranty will be furnished for the proposed product as for the specified Product.
3. Maintenance service offerings and availability of replacement parts is equivalent.
4. The proposed product will have no adverse effect on other trades and will not affect or delay the progress schedule.
5. The proposed product does not substantially change dimensions or required clearances and is comparable in function, capacity, size, quality, and aesthetic appearance to the specified product. (Architect remains the sole judge of acceptable aesthetic appearance).
 - a. Submitter agrees to reimburse the Owner for any charges by Consultants for review of substitution requests and adjustments required to modify Bidding and Construction Documents to incorporate the use of the substitute if applicable.

CHECK BELOW ONLY IF SUBSTITUTION IS PROPOSED DUE TO A PRODUCT COMPLICATION:

____ Specified product is no longer available from manufacturer and an equal product cannot be found. Proposed product will perform the function intended. Variations and effect of variations are identified on the line-item comparison sheet.

____ We have reviewed the site and have determined by our investigations that the specified product is not suitable for these field conditions. The substitute product will work as intended and can accommodate the field conditions.

Explain the complication:

ATTACHMENTS:

Include the following attachments -

1. Copy of the Project Manual Section where the proposed product would be specified, rewritten or red-lined to include any changes necessary to correctly specify the proposed equal product. Identify completely changes necessary to the original Project Manual Section.
2. Provide copies of details, elevations, cross-sections, and other elements of the Project Drawings redone as necessary to show changes necessary to accommodate proposed product. Identify completely the changes from the original Drawings.
3. Provide complete product literature and technical data, installation and maintenance instructions, test results, and other information required to show complete conformance with requirements of the Contract Documents.
4. Provide attached line item comparisons of product characteristics. Compare to a specified product.

By signature below, the submitter warrants the proposed substitute product is comparable in capacity, quality, size and aesthetic appearance to the specified product and will function properly for the intend use.

SIGNED:

Company _____

Address _____

City, State, Zip _____

Telephone _____ FAX _____

Email: _____

PROPOSED EQUAL PRODUCT: (Please repeat data from page 1):

Specification Section: No.: _____ Name: _____

Proposed Product: _____

Proposed Credit if submitting after the bid: \$ _____ Initial: _____

Submitter Additional Comments:

ARCHITECT'S REVIEW COMMENTS:

_____ Accepted. See Addenda Number _____.

_____ Submission is not in proper form or is missing data. Respond to comments and resubmit.

_____ Proposed Product not found acceptable. Use one of the approved Products.

_____ Not Reviewed. Submission received too late for proper review prior to bid.

BY: _____ **DATE:** _____

Title: _____



LINE ITEM COMPARISON SUBSTITUTE PRODUCT APPROVAL REQUEST FORM

SUBSTITUTE PRODUCT INFORMATION:

Specification Section: No.: _____ Name: _____

Specified Comparison Product: _____

Substitute Product: _____

**Submitter is required to fill out this form and sign it. Duplicate as needed.
Utilize the specified characteristics or the characteristics of a specified product to
compare to the proposed substitute as required by "attachments" item 4:**

CHARACTERISTIC DESCRIPTION	SPECIFIED	SUBSTITUTE	EQUALITY (+ = -)	Comments
Example:				
Film Thickness	40 mil	60 mil	+	Thicker
Composition	Rubber	Rubber	=	Same: monolithic
Width	54"	52"	-	No effect, same Number seams

Signed: _____

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Coordination drawings.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Requests for Information (RFI) procedures.
- J. Submittal procedures.

1.02 REFERENCE STANDARDS

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to TAP Architecture:
 - 1. Requests for Information (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. Contractor and TAP Architecture are required to use this service.
 - 3. It is Contractor's responsibility to submit documents in allowable format.

4. Subcontractors, suppliers, and TAP Architecture's consultants will be permitted to use the service at no extra charge.
 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: Use one of the following:
1. Service commonly used by the Contractor.
- C. Training: One, one-hour, web-based training session will be arranged for all participants, with representatives of TAP Architecture and Contractor participating; further training is the responsibility of the user of the service.
- D. Project Closeout: TAP Architecture will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for City of Moore.

3.02 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
1. City of Moore.
 2. TAP Architecture.
 3. Contractor.
- C. Agenda:
1. Execution of City of Moore-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract, the Contractor, Owner and TAP Architecture.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to TAP Architecture, City of Moore, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Attendance Required:
1. Contractor.
 2. City of Moore.
 3. TAP Architecture.
 4. Contractor's superintendent.
 5. Major subcontractors.
- B. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Maintenance of progress schedule.

8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Maintenance of quality and work standards.
 11. Effect of proposed changes on progress schedule and coordination.
 12. Other business relating to work.
- C. Record minutes and distribute copies within two days after meeting to participants, with copies to TAP Architecture, City of Moore, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.05 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to TAP Architecture.

3.06 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 2. Prepare using software provided by the Electronic Document Submittal Service.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
- G. Review Time: TAP Architecture will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to City of Moore.

3.07 SUBMITTAL SCHEDULE

- A. Submit to TAP Architecture for review a schedule for submittals in tabular format.

3.08 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to TAP Architecture for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.09 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for TAP Architecture's knowledge as contract administrator or for City of Moore.

3.10 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for City of Moore's benefit during and after project completion.

3.11 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by TAP Architecture.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.12 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a single transmittal for related items.
 - 2. Submit a separate package of submittals for review when included in separate specification sections.
 - 3. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.

- a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
- 4. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
- 5. When revised for resubmission, identify all changes made since previous submission.
- B. Samples Procedures:
 - 1. Transmit related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.13 SUBMITTAL REVIEW

- A. Submittals for Review: TAP Architecture will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: TAP Architecture will acknowledge receipt and review. See below for actions to be taken.
- C. TAP Architecture's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. TAP Architecture's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
- E. TAP Architecture's actions on items submitted for information:
 - 1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 - 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's construction-related professional design services.
- F. Contractor's design-related professional design services.
- G. Control of installation.
- H. Mock-ups.
- I. Tolerances.
- J. Manufacturers' field services.
- K. Defect Assessment.

1.02 DEFINITIONS

- A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.
- B. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
 - 1. Design Services Types Required:

1.03 CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Provide such engineering design services as may be necessary to plan and safely conduct certain construction operations, pertaining to, but not limited to the following:
 - 1. Investigation of soil conditions to support construction equipment.
 - 2. Design Services required to support the construction of the work..

1.04 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
- C. Scope of Contractor's Professional Design Services: Provide for the following items of work:
 - 1. Structural Design: Include calculations for resisting wind loads, dead loads and live loads, physical characteristics, resulting dimensional limitations as described in Section 06 1753 Fabricated Wood Trusses.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the City of Moore's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

- C. Manufacturer's Field Reports: Submit reports for TAP Architecture's benefit as contract administrator or for City of Moore.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- D. Erection Drawings: Submit drawings for TAP Architecture's benefit as contract administrator or for City of Moore.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.06 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.07 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from TAP Architecture before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of TAP Architecture shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.08 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. City of Moore will employ and pay for services of an independent testing agency to perform specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from TAP Architecture before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.

- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from TAP Architecture before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with TAP Architecture and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify TAP Architecture and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by TAP Architecture.
 - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify TAP Architecture and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with City of Moore's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by TAP Architecture.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, and fencing.
- C. Security requirements.
- D. Vehicular access and parking.
- E. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Existing facilities may not be used.
- C. New permanent facilities may be used.
- D. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.06 SECURITY

- A. Provide security and facilities to protect Work, and City of Moore's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with City of Moore's security program.

1.07 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and City of Moore.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.

1.09 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated on drawings.
- B. Erect on site at location indicated.
- C. No other signs are allowed without City of Moore permission except those required by law.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.
- C. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- D. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. See Section 01 4000 - Quality Requirements, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
 - 1. Made of wood from newly cut old growth timber.
 - 2. Containing lead, cadmium, or asbestos.
- D. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 6116
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.

1.03 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
 - 3. Flooring.
 - 4. Composite wood.
 - 5. Products making up wall and ceiling assemblies.
 - 6. Thermal and acoustical insulation.
 - 7. Other products when specifically stated in the specifications.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2018).
- C. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.
- D. SCAQMD 1113 - Architectural Coatings; 1977 (Amended 2016).
- E. SCAQMD 1168 - Adhesive and Sealant Applications; 1989 (Amended 2017).

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.06 QUALITY ASSURANCE

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
 - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 - 2. Joint Sealants: SCAQMD 1168 Rule.
 - 3. Paints and Coatings: Each color; most stringent of the following:
 - a. 40 CFR 59, Subpart D.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. City of Moore reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to City of Moore.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of City of Moore personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 7900 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of City of Moore or separate Contractor.

1.05 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in Oklahoma and acceptable to TAP Architecture. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.06 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.07 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.

- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After City of Moore occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of City of Moore's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify TAP Architecture four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:

1. Review conditions of examination, preparation and installation procedures.
 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to TAP Architecture, City of Moore, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify TAP Architecture of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to TAP Architecture the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to TAP Architecture.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 2. Grid or axis for structures.
 3. Building foundation, column locations, and ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

- A. See Section 01 7900 - Demonstration and Training.

3.11 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.12 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify TAP Architecture when work is considered ready for TAP Architecture's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for TAP Architecture's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing TAP Architecture's and Contractor's comprehensive list of items identified to be completed or corrected and submit to TAP Architecture.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to City of Moore-occupied areas.
- G. Notify TAP Architecture when work is considered finally complete and ready for TAP Architecture's Substantial Completion final inspection.
- H. Complete items of work determined by TAP Architecture listed in executed Certificate of Substantial Completion.

END OF SECTION

SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. City of Moore requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, City of Moore, and TAP Architecture.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Prebid meeting.
 - 2. Preconstruction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to TAP Architecture with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by City of Moore, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with TAP Architecture comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with City of Moore's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by City of Moore.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with City of Moore's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.

- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 01 7900
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures; except:
 - 1. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
 - 2. Submit one copy to the Commissioning Authority, not to be returned.
 - 3. Make commissioning submittals on time schedule specified by Commissioning Authority.
 - 4. Submittals indicated as "Draft" are intended for the use of the Commissioning Authority in preparation of overall Training Plan; submit in editable electronic format, Microsoft Word 2003 preferred.

1.03 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
 - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

END OF SECTION

PROJECT OUTLINE SPECIFICATIONS

City of Moore
Vermeer Sign Shop & Streets Breakroom Renovation Project
Project No. 2516 City of Moore Project No. 2026-009

OUTLINE SPECIFICATIONS

GENERAL REQUIREMENTS SUBGROUP:

DIVISION 1 - GENERAL REQUIREMENTS

JURISDICTION - The work of this project shall be in accordance with all local codes. Authority Having Jurisdiction is the City of Moore. Current city codes are:

- 2018 International Building Code
- 2020 National Electrical Code
- 2018 International Plumbing Code with the following exceptions required by the Architect:
- 2018 International Mechanical Code
- 2018 International Fire Code.
- And all ordinance-approved amendments and supplements. If in doubt of a requirement, contact the assigned building project code official for clarification before construction.

All trades required to be licensed shall be licensed in the City of Moore.

SUBMITTALS AND SHOPS - Submit one digital copy at native scale to Chris Teehee, TAP Project Manager (PM), cteehee@tapokc.com. Contact PM for required substitution form for any substitutions. Copy submittals to Owner's representative selected for project. Architect will forward copies to appropriate consultant. Reviews returned within 7-10 days. Review stamp by Contractor required on document with necessary markups to align with project requirements prior to submission to Architect.

MOCK-UPS - A number of mock-ups may be required for construction to address verifications and/or matching of existing finishes and materials. Requirements will be listed in individual specification sections.

TEMPORARY FACILITIES - Provide temporary facilities required for execution of the work including temporary utilities, temporary fencing, portable field sanitary facilities, communication devices, field offices, storage facilities, and other construction aids and protections. All on-site storage locations to be approved through Owner. Locate any temporary facility trailers 30 feet minimum from existing facilities. Do not locate in parking lots unless approved by the Owner. Remove at completion of the work if not intended to be permanent and return area to dressed state found prior to staging. Utilize permanent facilities only as approved by the Owner. Provide erosion control systems acceptable to the city of Moore, generally required around any drainage grates and across swale draining to retention pond. (If applicable)

Protection of the public: Furnish and install protection of open trenches and around construction operations to protect the health, safety, and welfare of the public if applicable. Facility will remain in operation during the course of construction. Comply with Owner's site security regulations. Always maintain at least one ten-pound class ABC fire extinguisher on site at construction area at all times, independent of any building fire extinguishers. Provide adequate and safe scaffolding and other protections for construction operations to protect workers on the site and the public entering the site.

Existing Exits: This project requires replacing existing exit doors. Existing exit to remain functional with a clear and protected accessible path maintained away from building until door is replaced with new opening and is fully functional. Reconfigure exit signage as needed for exit signage direction arrows. Provide new concrete stoop outside the doors before placing them into operation. Contour existing grade up to stoop at 1:20 in all directions of egress and restore sod or mulch as applicable to zone.

FACILITIES CONSTRUCTION SUBGROUP:

DIVISION 2 – EXISTING CONDITIONS

DEMOLITION -

1. Demolish and remove or salvage for reuse existing elements as identified on the drawings for integration of new work. Control wind-blown debris from construction operations. Dispose of demolished materials in a legal manner at a legal waste disposal facility.
2. Remove and scarify existing soils in area of construction and replace with new as described on the drawings. Stockpile existing topsoil for reuse at location approved by Owner. Augment with new as required for finish grades. Remove other excavated spoils and relocate on-site generally to north field area at location approved by Owner and spread out evenly across the terrain, respecting existing surface patterns. Do not re-use existing excavated soils under building for fill unless they meet the requirements for structural notes on drawings for structural fill. Soils may be reused for landscape areas, but not bedding of pipes. Refer to the project soils report for additional information of soils to expect. Bid project accordingly. (If applicable)
3. Pothole for existing utilities prior to executing demolition work potentially affecting underground items. Include in the bid revising existing utilities to remain to accommodate new construction. (If applicable)

DIVISION 3 – CONCRETE:

GENERAL - Refer notes on architectural drawings for additional information.

REINFORCING STEEL - Provide the specified rebar as indicated on the drawings. Provide ½" dowels at 24" O.C. when pouring back new concrete slab areas.

CONCRETE MIX - Design strength to be min. 3,500 PSI at 28 days for interior applications with a low water-to-cement ratio and water-reducing admixtures unless otherwise indicated. Exterior concrete to be 3,500 PSI with maximum of 4" slump and 6% air entrainment. Concrete shall be reinforced as

indicated. Exterior stoop is unreinforced unless otherwise indicated, minimum 4" thick concrete over 2" minimum sand leveling bed.

TESTING - Contractor to provide testing required by the Authority Having Jurisdiction for material installations testing and special inspections and as otherwise required by notes on the structural drawings and Division 31 requirements. (If applicable) Do not allow any water to be added to concrete mix on site.

GROUND FLOOR SLAB (if needed) - Cast-in-place concrete with steel reinforcing as indicated over vapor barrier over 4" minimum washed gravel fill (granular base). Granular base to be 1/4" to 3/4" size, random washed gravel over low volume change zone unless otherwise indicated. Refer to Division 7 requirements for under-slab and foundation insulation.

VAPOR BARRIER - Stego Wrap 15 mil by Stego Industries or other approved product to maintain permeance of less than 0.01 Perms [grains/(ft² · hr · inHg)] as tested in accordance with mandatory conditioning tests per ASTM E1745 Section 7.1 (7.1.1-7.1.5). Other performance criteria: Strength: ASTM E1745 Class A.

Other Vapor barrier pre-approved products: Vaporguard by Reef Industries (www.reefindustries.com), PMPC by WR Meadows (www.wrmeadows.com/pmpc/). "Visqueen" is not acceptable.

Provide manufacturer's standard seam treatment and penetration boots for continuous barrier under building slab. Provide manufacturer's standard products for perimeter seals, complying with manufacturer's standard details for condition encountered to provide continuous barrier. Install barrier between slab and granular base, contouring granular base to receive perimeter insulation below slab without reducing slab section thickness.

Cleaning & Filling Joints

Filling contraction, isolation and construction joints is just as important as successfully polishing the floor-not only for aesthetic reasons, but also to greatly reduce the chance of the joint edges chipping and spalling, especially in commercial settings subject to heavy forklift and other vehicle traffic. Filling the joints will also make the floor easier to clean by preventing dirt from collecting in the gaps.

The best method for the job is to fill the joints with a polyurea or semi-rigid epoxy at the beginning stages of the project. By cleaning the joints out first and then filling and ultimately grinding and polishing, any residual filler that flows out and isn't scraped off will easily be removed during the coarse grinding step. Also, by filling the joint early, you'll reduce the chance of chipping the joint edges during coarse grinding with aggressive metal-bond diamonds.

The depth of the joint is also important. Check the filler manufacturer's specifications for how deep the joint needs to be prior to filling. Generally, it's best to apply the filler material full depth from the bottom to the top of the joint and leave a slight raised crown. Use a razor blade to scrape off the crowned filler flush with the floor surface after the material has set, and then proceed to grinding.

DIVISION 4 – MASONRY: Not used

DIVISION 5 – METALS

MISCELLANEOUS METALS - New overhead door framed opening - Match existing jamb and header structural steel for new framed opening at Sign Shop project (Alternate 01). Match width, profile and color of the existing PEMB components. Provide steel uni-strut structures as needed to mount any specified ceiling components like large HVLS fans at the Streets Building (Alternate 02).

COLD-ROLLED METAL FRAMING - 3-5/8" and 6" wide exterior structural studs: Clark-Dietrich or approved equivalent. Accessory connections and bridging as noted. At the Vermeer Sign Shop, ceiling joists will need to be a minimum of 6", combined with a suspended acoustical ceiling system.

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES

INTERIOR BUILDING SHEATHING – At the Vermeer Sign Shop, Contractor to install 3/4" C-D grade 4'x8' sheets of plywood to the existing building structure in shop area and along shop side of new partition walls. Primer and paint to the selected color.

BLOCKING LUMBER - NAPA stress group A, graded 2 or better. Wood for blocking is not required to be fire retardant treated per Section 603 of the IBC 2009 and associated commentary for the applications of this project. All wood used on the exterior wall for construction to be preservative pressure treated.

MILLWORK - Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.

CABINETS – Quality Grade: Unless otherwise indicated provide products of quality specified by AWI//AWMAC/WI (AWS) for Custom Grade.

Plastic Laminate Faced Cabinets: Custom grade.

1. Medium density fiberboard (MDF) or particle board core as allowed by AWI standards, custom grade, minimum 3/4" for doors, bulkheads, tops, drawer bodies.
 - a. Drawer bottoms and cabinet backs: 1/4" minimum thick tempered hardboard, melamine faced.
2. Tops and backsplashes in which sinks occur: Fiberboard with a 24 hours thickness swell factor of 5% or less and a 24 hour water absorption factor of 10% or less.

COUNTERTOPS – Solid Surface countertops: product as scheduled on finish schedule or approved substitute approved prior to bid.

WINDOW STOOLS – Solid surface product as scheduled, 3/4" thick.

1. Window stools to be installed by finish carpenter.
2. Shims: treated lumber installed with non-corrosive type fasteners. Provide shimmed solid substrate for adhesive attachment of sill. Do not attach only to shims.
3. Stools set with adhesive or bonding mortar recommended by product supplier.

HARDWARE –

- A. Adjustable Shelf Supports in Upper Cabinets: side-mounted system: Let-in standard type 255 AL by Knappe & Vogt or equivalent, with #256 shelf supports.
- B. Door and drawer pulls: Doug Mockett DP244 pull (www.mockett.com)
 - 1. Finish as selected to closely match other finish hardware supplied for project.
 - 2. Nominal 6 5/16" (160 mm) on center mounting.
 - 3. Nominal 1 3/16" depth (30 mm) x 3/4" (19 mm).
 - 4. Equivalent approved prior to bid in accordance with Section 01 1600 requirements.
- C. Locks: If noted on the plans.
 - 1. Adjustable cam lock, nickel finish, keyed alike or separately as desired by Owner for location.
 - 2. 1 3/4" long cylinder or 1 3/16" cylinder as suitable to door thickness.
 - 3. Five-disc tumbler cam, two keys per lock, die cast body.
 - 4. 98 or 99 series by Rockler or equivalent.
- E. Hinges: European style concealed self-closing type, steel with polished finish.
 - 1. Manufacturers:
 - a. Grass America Inc: www.grassusa.com.
 - 1) 110 degree opening angle.
 - b. Hardware Resources: equivalent product: www.hardwareresources.com.
 - c. Julius Blum, Inc: equivalent product: www.blum.com.

FABRICATION –

- A. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
- B. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.
- C. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.
- D. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet (600 mm) from sink cut-outs. Provide unjointed single length countertops when available product lengths allow.
 - 1. Apply laminate backing sheet when required to reverse side of plastic laminate finished surfaces.
 - 2. Cap exposed plastic laminate finish edges with material of same finish and pattern unless otherwise detailed.
- E. Provide cutouts for plumbing fixtures, inserts, and outlet boxes. Verify locations of cutouts and sizes from on-site dimensions and measurement of actual supplied fixtures. Seal cut edges at plumbing fixture applications.

INSTALLATION –

- A. Set and secure custom cabinets in place, assuring that they are rigid, plumb, and level.
- B. Use concealed joint fasteners to align and secure adjoining cabinet units.
- C. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch (0.79 mm). Do not use additional overlay trim for this purpose.
- D. Secure cabinets to floor using appropriate angles and anchorages.

- E. Where fasteners must be exposed, use dress washers and oval head screws, stainless steel or chrome plated.
- F. Design cabinet to receive kick space to receive resilient base at full height of base. Base shall wrap exposed sides of cabinet. Kick need only occur on approachable front.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

ROOF INSULATION - Where existing skylights are removed, install rolled roofing insulation to match or equivalent to existing. Provide overlap and rolled insulation seal tape and seal all joints along patched edges. Patch and repair all damaged PEMB rolled insulation throughout the building.

EXTERIOR WALL SYSTEM -

Design based on Owens Corning's "Cavity Complete Steel Stud Wall System". Equivalent systems acceptable:

Air and Weather Barrier: Prosoco R-Guard Cat-5 fluid applied over exterior gypsum and plywood sheathing.

Exterior Gypsum Sheathing: Not Required

Wall Sheathing: At the Vermeer Sign Shop, contractor to install $\frac{3}{4}$ " C-D grade 4'x8' sheets of plywood to the existing building structure in shop area and along shop side of new partition walls.

Studs: 3-5/8" and 6" steel studs per Division 5 requirements.

Wall batt: Minimum 3 $\frac{1}{2}$ " (R13) Owens Corning EcoTouch Fiberglass Batt insulation unfaced held to exterior side in stud cavity, allowing insulation-free conduit run space. Friction fit, supplement with straps or wires installed starting 4' above the floor and every 2' on center above 4' to prevent batt sag in cavity. Contractor option: provide full depth 6" batts in wall without straps.

SHEET METAL - Sheet metal flashings and break metal shall be 24-gauge prefinished galvalume steel or 0.040" aluminum with factory applied, baked-on, Kynar 500 paint finish. Color selected to match existing cap metal flashings. Sheet metal not exposed to view (roof side): color as selected. (Galvanized-finish products not acceptable due to observed rust spotting on existing roof applications at base of EPDM wall flashing).

JOINT SEALANTS AND EXPANSION CONTROL - Provide commercial quality sealants as required to seal the exterior envelope and dress around interior door, window frames, penetrations, and trims in accordance with the following general schedule. Provide commercial quality expansion control systems to meet design basis below. Equivalent products from a single manufacturer are acceptable. General note: structural elements are rigidly attached to existing building per the structural drawings. Specified expansion materials are intended to allow for movement in the final finishes covering the structure.

1. General Purpose Sealant: Polyurethane; ASTM C920, Grade NS, Class 25 minimum. Uses M, G, and A; single component. Applications:
 - a. Control and soft joints in field of masonry. Select color to blend to brick for vertical joints, blend to mortar for horizontal joints. Refer similar found on existing building.
 - b. Joints between concrete and other materials. Gray.
 - c. Joints between metal frames and other materials unless specified in other sections to be silicone. Match color consistently to one of the materials.
 - d. Other exterior joints for which no other sealant is indicated. (Color as approved).
2. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring. Applications:
 - a. Concealed sealant bead in sheet metal work.
 - b. Concealed sealant bead in flashing overlaps.
3. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable except for floor expansion joint applications.

DIVISION 8 – OPENINGS

INSULATED STEEL DOOR (OHD) - All steel doors and frames shall be manufactured by a member of the Steel Door Institute (SDI). Base Bid is to replace (2) two of the existing OHD, ALTERANTE 01 – is to provide a (1) one more additional door to be cut into existing building.

1.1 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation methods.
 4. Operation and maintenance data.
 5. Nameplate data and ratings for motors.
- B. Shop Drawings: Include opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations, and installation details.
- C. Selection Samples: Upon request furnish color samples or 2' X 2' section sample.

1.2 WIND PERFORMANCE REQUIREMENTS

- A. Design doors to withstand a minimum 25 psf positive and negative design wind load; 37.5 psf positive and negative test wind load as calculated in accordance with applicable building code and detailed in structural documents.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum ten years of documented experience.
- B. Installer Qualifications: Minimum five years of documented experience, and authorized by the door manufacturer.

1.4 WARRANTY

- A. Manufacturers Limited Warranty steel sectional overhead doors.

- 1. Standard finish warranty against cracking, checking, or peeling for 10 years. Delamination warranty for 10 years; Parts and Hardware for 1 year.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Clopay Corporation: 8585 Duke Blvd.; Mason, OH 45040; <https://www.clopaydoor.com>
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 LIGHT RIBBED STEEL DOORS, THERMALLY BROKEN, POLYURETHANE INSULATED

- A. Door Construction:
 - 1. Panels: Foamed in place Polyurethane core construction between exterior and interior steel skins.
 - 2. Steel Skins: Formed from roll formed commercial or drawing quality steel sheet, hot-dip galvanized per ASTM A 924/A 924M and ASTM A 653/A 653M, pre-painted with primer and baked-on polyester topcoat; sections formed to create weather tight tongue-in-groove meeting joint.
 - 3. Reinforcing: Galvanized and primed steel reinforcement located under each hinge location, pre-punched for hinge attachment.
- B. Premium Duty 2-inches (51 mm) Door: **Clopay Model 3720.**
 - 1. Style: Steel doors with minor ribs, thermally-broken, polyurethane insulated.
 - 2. Maximum Door Size: 32 feet, 2 inches (9.8 m) wide by 26 feet (7.9 m) high.
 - 3. Overall Panel Thickness: 2-inches (51 mm).
 - 4. Steel Skin Thickness: Minimum 27 gauge 0.016 inch (0.40 mm) exterior; minimum 27 gauge 0.016 inch (0.40 mm) interior.
 - 5. End Stiles: Galvanized steel end stiles, engineered for easy hardware attachment through pre-punched holes. Minimum 18 gauge, 0.045 inch (1.14 mm) thick.
 - 6. Astragal: U-shaped flexible PVC in retainer of full-length 0.055 inch (1.4 mm) rigid PVC.
 - 7. Thermal Resistance (R-value) in solid door sections: 18.4 deg F hr sq ft/Btu (3.0 (K sq m)/W); calculated door section R-value in accordance with DASMA TDS-163.
 - 8. Insulation: CFC-free and HCFC-free polyurethane, fully encapsulated
 - 9. U-Factor: 0.16
 - 10. Air Infiltration: .022 cfm @ 25 mph
 - 11. Windows: Extruded polypropylene windows measuring 8 inches by 24

- inches (200 mm by 600 mm).
 - a. Glazing: 1 inch nominal (25 mm) insulated tempered glass.
 - b. Color: Clear
- 12. Finish: Interior stucco embossed texture with shallow U ribbed pattern, white interior color. Exterior stucco embossed with ribbed pattern, exterior as follows:
 - a. White.
- 13. Locking:
 - a. Provide two inside slide locks.
- 14. Weatherstripping: Provide complete perimeter seals. Provide flexible top seal, flexible jamb seal and U-shaped bottom seal.
- 15. Track:
 - a. 2 inches (50 mm) track designed for 2" diameter rollers. Vertical tracks minimum 0.061 inch (1.55 mm) galvanized steel. Horizontal tracks minimum 0.075 inch (1.91 mm) galvanized steel.
 - b. Provide track configuration to maximize headroom available per plans.
- 16. Spring Counterbalance: Torsion spring counterbalance mechanism sized to weight of the door, with high strength galvanized aircraft cable with minimum 7 to 1 safety factor.
 - a. Standard Cycle Spring: 10,000 cycles.

2.3 ELECTRIC DOOR OPERATORS

- A. General: Provide electric door operator provided by door manufacturer for door with operational life specified complete with electric motor and factory pre-wired motor controls, starter, gear-reduction unit, clutch, remote-control stations, control devices, integral gearing for locking door, and accessories required for proper operation. Comply with NFPA 70.
 - 1. Solenoid-operated brake.
- B. Disconnect Device: Provide hand-operated disconnect or mechanism for emergency manual operation while disconnecting motor, without affecting timing of limit switch. Mount disconnect and operator so they are accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
- C. Design operator so motor may be removed without disturbing limit switch adjustment and without affecting emergency auxiliary operator.
- D. Provide control equipment complying with NEMA ICS1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24-V, AC or DC.
- E. Electric Motors: Provide high-starting torque, reversible, continuous-duty, Class A insulated, electric motor, complying with NEMA MG 1, with overload protection, sized to start, accelerate, and operate door in either direction, from any position, at not less than 2/3 fps (0.2 m/s) and not more than 1 fps (.03m/s), without exceeding nameplate ratings or considering service factor.
 - 1. Type: Solid State.
 - 2. Type: Jackshaft.
 - 3. HP:
 - a. 1/2 hp (373 W).

- 4. Power Characteristics:
 - a. 1 phase.
 - b. 3 phase.
- 5. Service Factor:
 - a. NEMA MG 1.
- 6. Coordinate wiring requirements and electrical characteristics of motors with building electrical systems.
- F. Remote Control Station: Provide momentary contact, 3-button control station with push - button controls labeled "Open", "Close" and "Stop".
- G. Provide interior units, fully guarded, surface mounted, heavy-duty type, with general-purpose NEMA ICS 6 enclosure in one of the following types:
 - 1. Enclosure Type: Type 1.
- H. Obstruction Detection Device: Provide each motorized door with indicated external automatic safety sensor able to protect full width of door opening. Activation of sensor immediately stops and reverses downward door travel
 - 1. Photo-electric controls: Provide each motorized door with two sets of photo-electric devices that will stop and reverse the downward door travel if the light beam is broken or blocked. One set to be mounted within 6" of floor to comply with UL325 entrapment protection requirement and one set to be mounted +/- 24" A.F.F. to detect objects within the opening. Devices shall be:
 - a. NEMA Type 4.
- I. Limit Switches: Provide adjustable switches, interlocked with motor controls and set to automatically stop door at fully opened and fully closed positions.
- J. Provide auxiliary chain hoist: for emergency manual operation while disconnecting motor, without affecting timing of limit switch. Mount disconnect and operator so they are accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine wall and overhead areas, including opening framing and blocking, with installer present, for compliance with requirements for installation tolerances, clearances, and other conditions affecting performance of Work in this Section.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install overhead doors and track in accordance with approved shop drawings and the manufacturer's printed instructions.

3.4 PROTECTION

- A. Protect installed products until completion of project.

- B. Touch-up, repair or replace damaged products before Substantial Completion.

INSULATED ROLLING COILING DOOR – (ALTERNATE 02)

PART 1 GENERAL

1.1 SUMMARY

- A. **Section Includes:** electric operated overhead insulated rolling doors.
- B. **Related Sections:**
 - 1. 05 50 00 Metal Fabrications. Door opening jamb and head members.
 - 2. 06 10 00 Rough Carpentry. Door opening jamb and head members.
 - 3. 08 31 00 Access Doors and Panels. Access doors.
 - 4. 08 70 00 Hardware. Padlocks. Masterkeyed cylinder.
 - 5. 09 91 00 Painting. Field painting.
 - 6. Division 26. Electrical wiring and conduit, fuses, disconnect switches, connection of operator to power supply, and installation of control station and wiring.

1.2 SYSTEM DESCRIPTION

- A. **Design Requirements:**
 - 1. **Air Infiltration to Comply With:**
 - a. **ASHRAE®** (American Society of Heating, Refrigeration, and Air-Conditioning Engineers) Standard 90.1-2007, 2010 & 2013 requirements of less than .3 CFM/FT2
 - b. **IECC®** (International Energy Conservation Code) 2021 requirements of less than 1.0 CFM/FT2
 - 2. **Wind Loading:**
 - a. Supply doors to withstand up to [] psf ([] Pa) design wind load
 - 3. **Cycle Life:**
 - a. Design doors of standard construction for normal use of up to 20 cycles per day maximum, and an overall maximum of 50,000 operating cycles for the life of the door
 - 4. **Seismic Performance:**
 - a. Provide manufacturer's seismic calculations confirming ASCE7-10
 - 5. **Insulated Door Slat Material Requirements:**
 - a. Flame Spread Index of 0 and a Smoke Developed Index of 10 as tested per ASTM E84
 - b. Sound Transmission Class (STC) rating up to 30 for the entire assembly. If an STC of 32 is desired, additional options are required. All configurations are evaluated per ASTM E90 and based on testing a complete, operable assembly
 - c. Minimum R-value of 8.0 (U-value of 0.125) as calculated using the ASHRAE Handbook of Fundamentals

- d. Insulation to be CFC Free with an Ozone Depletion Potential (ODP) rating of zero
- 6. **Safety:**
 - a. Chain operated doors shall be designed so that the door immediately stops upward or downward travel and is maintained in a stationary position when the hand chain is released by user.

1.3 SUBMITTALS

- A. Reference Section 01 33 00 Submittal Procedures; submit the following items:
 - 1. **Product Data**
 - 2. **Shop Drawings:** Include special conditions not detailed in Product Data. Show interface with adjacent work.
 - 3. **Quality Assurance/Control Submittals:**
 - a. Provide manufacturer ISO 9001:2015 registration
 - b. Provide manufacturer and installer qualifications - see below
 - c. Provide manufacturer's installation instruction
 - d. Provide manufacturer's Health Product Declaration (HPD) for each product
 - e. **Manufacturer must provide independent testing lab results proving .3 CFM/FT2 or less air infiltration**
 - 4. **Closeout Submittals:**
 - a. Operation and Maintenance Manual
 - b. Certificate stating that installed materials comply with this specification

1.4 QUALITY ASSURANCE

- A. **Qualifications:**
 - 1. **Manufacturer Qualifications:** ISO 9001:2015 registered and a minimum of five years experience in producing doors of the type specified
 - 2. **Installer Qualifications:** Manufacturer's approval

1.5 DELIVERY STORAGE AND HANDLING

- A. Reference Section 01 66 00 Product Storage and Handling Requirements
- B. Follow manufacturer's instructions

1.6 WARRANTY

- A. **Standard Warranty:** Two years from date of shipment against defects in material and workmanship
- B. **Maintenance:** Submit for owner's consideration and acceptance of a maintenance service agreement for installed products

PART 2 PRODUCT

2.1 MANUFACTURER

- A. **Manufacturer:**

1. **Cookson:** 1901 South Litchfield Road, Goodyear, AZ 85338.
Telephone: (855) 719-4040
 2. **Cornell**
 3. **Clopay Building Products**
- Substitutions:** Not permitted

2.2 PRODUCT INFORMATION

A. **Model:** ESD30

2.3 MATERIALS

A. **Curtain:** Air infiltration rate of less than .3 CFM/FT², as tested per ASTM E283 validated by an independent testing agency. **Test report required.**

1. **Fabrication:**

- a. **Slat Material:** No. 6F, (Listed Exterior/Interior):
 - 1) **Galvanized Steel/Galvanized Steel:** Manufacturer recommended gauge based on performance requirements. Minimum 24/24 gauge, Grade 40, ASTM A 653 galvanized steel zinc coating
- b. **Insulation:** 7/8 inch (22 mm) foamed-in-place, closed cell urethane
- c. **Total Slat Thickness:** 15/16 inch (24 mm)
- d. **Flame Spread Index** of 0 and a **Smoke Developed Index** of 10 as tested per ASTM E84
- e. **R-value:** 8.0
- f. **STC Rating:** Sound Transmission Class (STC) rating up to 30 for the entire assembly. If an STC of 32 is desired, additional options are required. All configurations are evaluated per ASTM E90 and based on testing a complete, operable assembly

2. **Exterior Slat Finish:**

- a. **GalvaNex™ Coating System (Stock Colors):**
 - 1) **GalvaNex™** - ASTM A 653 galvanized base coating treated with dual process rinsing agents in preparation for chemical bonding baked-on base coat and white baked-on polyester enamel finish coat

3. **Interior Slat Finish:**

- a. **GalvaNex™ Coating System (Stock Colors):**
 - 1) ASTM A 653 galvanized base coating treated with dual process rinsing agents in preparation for chemical bonding baked-on base coat and white baked-on polyester finish coat

B. **Endlocks:** Fabricate interlocking sections with high strength **E**ndlocks on alternate slats each secured with two ¼" (6.35 mm) rivets. Provide windlocks as required to meet specified wind load.

1. **Nylon:** Required up to 21'-5" width (DBG - Distance Between Guides)

C. **Bottom Bar**

1. **Configuration:**

- a. **Insulated Bottom Bar:** Reinforced extruded aluminum interior face with full depth insulation and exterior skin slat to match curtain material and gauge. Minimum 4" tall x 1-1/16" thickness.

2. **Finish:**

- a. **Exterior:** Match slats
- a. **Interior:** Mill Finish

3. **Air Infiltration Certification Label:** Must be affixed to bottom bar

D. **Guides:**

1. **Fabrication:**

- a. **Thermal break required.** Minimum 3/16 inch (4.76 mm) steel angles. Provide windlock bars of same material when windlocks are required to meet specified wind load. Top of inner and outer guide angles to be flared outwards to form bellmouth for smooth entry of curtain into guides. Provide removable guide stoppers to prevent over travel of curtain and bottom bar.

Top 16 1/2" (419.10 mm) of coil side guide angles to be removable for ease of curtain installation and as needed for future curtain service

2. **Finish:**

- a. **Powder Coat (Stock Colors):** Zirconium treatment followed by a white baked-on polyester powder coat; minimum 2.5 mils (0.065 mm) cured film thickness

E. **Counterbalance Shaft Assembly:**

- 1. **Barrel:** Steel pipe capable of supporting curtain load with maximum deflection of 0.03 inches per foot (2.5 mm per meter) of width
- 2. **Spring Balance:** Oil-tempered, heat-treated steel helical torsion spring assembly designed for proper balance of door to ensure that maximum effort to operate will not exceed 25 lbs (110 N). Provide wheel for applying and adjusting spring torque.

F. **Brackets:**

Fabricate from minimum 3/16 inch (5 mm) steel plate with permanently lubricated ball or roller bearings at rotating support points to support counterbalance shaft assembly and form end closures

1. **Finish:**

- a. **Powder Coat (Stock Colors):** Zirconium treatment followed by a white baked-on polyester powder coat; minimum 2.5 mils (0.065 mm) cured film thickness

G. Hood:

Minimum 24 gauge galvanized steel with reinforced top and bottom edges. Provide minimum 1/4 inch (6.35 mm) steel intermediate support brackets as required to prevent excessive sag.

1. Finish:

a. GalvaNex™ Coating System (Stock Colors):

- 1) ASTM A 653 galvanized base coating treated with dual process rinsing agents in preparation for chemical bonding baked-on base coat and white baked-on polyester finish coat

H. Weatherstripping:

1. Bottom Bar:

- a. Motor Operated Doors:** Sensing/weather edge with neoprene astragal extending full width of door bottom bar
- 2. Guides:** Replaceable vinyl strip on guides sealing against both sides of curtain
- 3. Lintel Seal:** Double brush seal with EPDM sandwiched between the two brush seals at door header to impede air flow.
- 4. Hood:** Neoprene/rayon baffle to impede air flow above coil

2.4 OPERATION

A. Manual ControlGard Chain Hoist: Provide chain hoist operator with endless steel chain, chain pocket wheel and guard, geared reduction unit, and chain keeper secured to guide. Chain hoist to include integral brake mechanism that will immediately stop upward or downward travel and maintain the door in a stationary position when the hand chain is released by the user

A. Motor - Continuous Use - Model SG (Super Duty Gear Head)

Operator: The operator must not extend above or below the door coil when mounted front-of-coil. cULus listed (to comply with UL requirements in The United States and Canada). Totally Enclosed Fan Cooled gear head operator(s) rated (1/2) to (7 1/2) hp as recommended by door manufacture for size and type of door, [REDACTED] Volts, [REDACTED] Phase. Provide complete with electric motor and factory pre-wired motor control terminals, maintenance free solenoid actuated brake, emergency manual chain hoist and control station(s). Motor shall be high starting torque, industrial type, with overload protection. Primary speed reduction shall be heavy-duty gears running in grease or oil bath with mechanical braking to hold the door in any position. The emergency manual chain hoist assembly is automatically disengaged when motor is energized. A disconnect chain shall not be required to engage or release the manual chain hoist. Operator drive and door driven sprockets shall be provided with minimum #50 roller chain. Operator shall be capable of driving the door at a speed of up to 9" per second or as recommended for door size. Fully adjustable, driven linear screw type cam limit switch mechanism shall synchronize the operator with the door. The motor shall be removable without affecting the

limit switch settings. The electrical contractor shall mount the control station(s) and supply the appropriate disconnect switch, all conduit and wiring per the overhead door wiring instructions.

B. Control Station:

1. **Surface mounted:** "Open/Close/Stop" push buttons; NEMA 1

C. Control Operation:

1. **Constant Pressure to Close:**

- a. **No sensing device required**
- a. **2-wire, electric sensing edge** seal extending full width of door bottom bar. Contact before door fully closes shall cause door to immediately stop downward travel and reverse direction to the fully opened position. Provide a self-coiling cable connection to control circuit.

1. **Momentary Contact to Close:**

Fail-safe, UL325-2010 Compliant Entrapment Protection for Motor Operation

- a. **SafetyGard UL325 Light Curtain with Dynamic Sequential Blanking:** Provide monitored, non-contact light curtain consisting of a transmitter and a receiver to be mounted to the guide assembly of the door in the provided mounting channel, projecting a thru beam across the width of the door for the height of the light curtain (3ft or 6ft depending on opening size of the door). Interruption of beam before door fully closes shall cause door to immediately stop downward travel and reverse direction to the fully opened position
2. **Sensing/Weather Edge:** Automatic reversing control by an automatic sensing switch within neoprene or rubber astragal extending full width of door bottom bar
 - a. **Electric sensing edge device.** Provide a wireless sensing edge connection to motor operator eliminating the need for a physical traveling electric cord connection between bottom bar sensing edge device and motor operator.

2.5 ACCESSORIES

A. Locking:

1. **None**

B. Vision Panels: 10 x 1-1/2 x 3/4 inch thick (254 x 38 x 19 mm) oval acrylic panes set with double-sided foam glazing tape and fully contained within slat assembly. Refer to drawings for number and placement. Smaller vision panels are not acceptable.

C. Operator and Bracket Mechanism Cover: Minimum 24 gauge galvanized steel [0.040 inch (1.016 mm) aluminum] sheet metal cover to enclose exposed moving operating components at coil area of unit. Finish to match door hood.

- D. **Trim Package:** Minimum 16 gauge powder coated steel to match guides.
- E. **Strip Door Bracket:** Assembly integral to coiling door to hang strip door on interior of building. Contact factory for sizes greater than 12'-0" x 12'-0". Powder coated finish to match coiling door.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates upon which work will be installed and verify conditions are in accordance with approved shop drawings
- B. Coordinate with responsible entity to perform corrective work on unsatisfactory substrates
- C. Commencement of work by installer is acceptance of substrate

3.2 INSTALLATION

- A. General: Install door and operating equipment with necessary hardware, anchors, inserts, hangers and supports
- B. Follow manufacturer's installation instructions

3.3 ADJUSTING

- A. Following completion of installation, including related work by others, lubricate, test, and adjust doors for ease of operation, free from warp, twist, or distortion

3.4 CLEANING

- A. Clean surfaces soiled by work as recommended by manufacturer.
- B. Remove surplus materials and debris from the site

3.5 DEMONSTRATION

- A. Demonstrate proper operation to Owner's Representative
- B. Instruct Owner's Representative in maintenance procedures

HOLLOW METAL DOOR AND FRAMES - Commercial quality, heavy duty welded one-piece hollow metal units. 18 ga. frames shall carry UL label if a rating is required on the drawings. Comply with requirements of ANSI / SDI A250.8-2014 Specifications for Standard Steel Doors and Frames (SDI-100).

INTERIOR DOORS – Solid Core Wood: 1 ¾" thick 3070 Red Oak Veneer-faced with red oak stile edges, veneer book matched, 7 ply Marshfield door system. Submit proposed stain match. Door's factory-stained lifetime warranty. Doors shall carry UL label if rating is required on the drawings.

HARDWARE - Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.

1. Manufacturer's Abbreviations:

1. MK - McKinney
2. PE - Pemko
3. SU - Securitron
4. RO - Rockwood
5. YA - ASSA ABLOY ACCENTRA
6. RF - Rixson
7. OT - Other

Hardware Sets

Set: 1.0

Doors: 100A

1 Continuous Hinge	CFM83HD1 x Height Required		PE
1 Rim Exit Device, Nightlatch	7100 AU627F x cylinder	630	YA
1 Surface Closer	4430	689	YA
1 Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO
1 Gasketing	2891APK TKSP8		PE
1 Sweep	3452CNB TKSP8		PE
1 Threshold	253x3AFG		PE

Notes: Door normally closed, latched and secured.

Entry by key override.

Free egress at all times.

Install gasketing prior to soffit mounted hardware. Do not notch gasketing for soffit mounted hardware.

Set: 2.0

Doors: 103A

1 Continuous Hinge	CFM83HD1 x Height Required		PE
1 Storeroom Lock	AU 5405LN	626	YA
1 Surface Closer	4430	689	YA
1 Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO
1 Gasketing	2891APK TKSP8		PE
1 Sweep	3452CNB TKSP8		PE
1 Threshold	253x3AFG		PE

Notes: Door normally closed, latched and secured.

Entry by key override.

Free egress at all times.

Install gasketing prior to soffit mounted hardware. Do not notch gasketing for soffit mounted hardware.

Set: 3.0

Doors: 104A

6 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK
2 Flush Bolt	555	US26D	RO
1 Dust Proof Strike	570	US26D	RO
1 Entry Lock	AU 5407LN	626	YA
1 Surf Overhead Stop	9-x36	630	RF

1 Surface Closer	4400	689	YA
2 Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO
1 Wall Stop	400/403	US26D	RO
1 Gasketing	S773BL		PE
2 Sweep	315CN TKSP		PE
1 Threshold	173A		PE

Set: 4.0

Doors: 104B Confirm storeroom function desired – key always required when door is closed

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK
1 Storeroom Lock	AU 5405LN	626	YA
1 Wall Stop	400/403	US26D	RO
1 Gasketing	S773BL		PE

Set: 5.0

Doors: 103B

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK
1 Entry Lock	AU 5407LN	626	YA
1 Surface Closer	4400	689	YA
1 Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO
1 Wall Stop	400/403	US26D	RO
1 Gasketing	S773BL		PE
1 Sweep	315CN TKSP		PE
1 Threshold	173A		PE

Set: 6.0

Doors: 101 I revised to classroom function so this can be locked if needed

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK
1 Classroom Lock	AU 5408LN	626	YA
3 Silencer	608-RKW		RO

Set: 7.0

Doors: 102

3 Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2"	US26D	MK
1 Privacy Set w/ Indicator	AU YPL02	626	YA
1 Surface Closer	4400	689	YA
1 Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO
1 Wall Stop	400/403	US26D	RO
1 Gasketing	S773BL		PE
1 Sweep	315CN TKSP		PE
1 Threshold	173A		PE

DIVISION 9 - FINISHES

GYPSUM BOARD AND NON-LOAD BEARING FRAMING - Provide complete assemblies complying with ASTM C840 and GA-216. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing of framing members 16" o.c. with walls framed to deck, with maximum deflection of wall framing of L/240 at 5 psf (240 Pa).

1. Studs: "C" shaped with flat or formed webs with knurled faces.
2. Runners: U shaped, sized to match studs.
3. Ceiling Channels: C-shaped. Or hat channels as may be detailed.
4. Furring: Hat-shaped sections, minimum depth of 7/8 inch (22 mm).
5. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
 - a. Acceptable Products:
 - 1) FireTrak Corporation; Posi Klip.
 - 2) Metal-Lite, Inc.; The System.
 - 3) Other as approved prior to bid.
6. Acoustic Accessories:
 - a. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Sonobatts or equivalent by Owens Corning, UL181 compliant for air erosion.
 - b. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
 - c. Support wires: provide support wires where insulation is not trapped in wall by wall coverings.
7. Gypsum Board Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
 - a. Types: As detailed or required for finished appearance.
 - b. Special Shapes: Provide L-trims, corner beads, j-molds, and control joints for a finished, durable installation. Provide control joints each side of jambs above doors (to mitigate re-entrant corner cracking). Corner Beads: Install at external corners, using longest practical lengths. Edge Trims and j-molds: install at locations where gypsum board abuts dissimilar materials.
8. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
 1. Tape: 2 inch (50 mm) wide, coated glass fiber tape for joints and corners.
 2. Ready-mixed vinyl-based joint compound. ASTM C840 compliant. Finish level required: Level 4 in exposed spaces; Level 1 in concealed spaces.
9. Textured Finish Materials: Latex-based compound; plain. Texture to match existing (verify orange peel). Provide mock-up sample for Owner approval with one-half painted to final room color. Mock-up over a finished joint. Mock-up may remain a part of the Work if able to be incorporated without showing a patch or color shift.

8. Screws: ASTM C954; steel drill screws for application of gypsum board to loadbearing and non-load bearing steel studs.
9. General Installation:
 - a. Metal framing installation: Install in accordance with ASTM C754 and manufacturer's instructions.
 - b. Acoustic Insulation: Include in the bid a price to insulate walls between rooms to deck. Owner retains right to eliminate acoustic insulation in these walls for a credit. Include in the base bid repair of any batts disturbed in corridor wall framing modifications. Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
 - c. Acoustic Sealant: Install in accordance with manufacturer's instructions. Place one bead continuously on substrate before installation of perimeter framing members. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes. Include this work in the price for insulating office dividing walls. Coordinate with electrical installation to be sure electrical boxes maintain one full stud space separation minimum each side of wall to minimize noise transference room-to-room whether or not walls are insulated.
 - d. Control Joints: Place control joints consistent with lines of building spaces.
10. Gypsum Board - Interior Walls: 5/8" type X (type 2) ASTM C 1396 compliant. 4' wide x longest practical length to minimize joints. Long dimension vertical. Gypsum ceilings: utilize sag resistant product, 1/2" minimum thickness or thickness required at repairs. Gypsum board shall be screw attached to each stud or framing member with spacing frequency required by manufacturer and per GA-216 installation requirements for a particular application.

ACOUSTICAL CEILINGS - Ceiling height as indicated in wall sections. (Verify to provide required clearance for utilities and items above ceiling). If lowering the acoustic ceiling is required to accommodate system, such shall be done by approval of the architect and at no additional expense to the Owner. Match type ceiling tile type in adjacent Sunday School Classrooms. Verify Armstrong Dune standard lay-in. Provide manufacturer's standard commercial quality heavy duty lay-in grid system and perimeter trims, 15/16" exposed grid, 24 x 24, white. Verify Prelude Grid by Armstrong.

RUBBER BASE - 1/8" x 4" high, rubber cove type with molded toe. Color as selected by Architect.

PAINTING (GENERAL) – Utilize commercial quality systems, low VOC if possible. Verify all noted prior to order.

Painting and finishing Schedule: Utilize commercial quality products.

- a. **Gypsum board:** Tape and bed with 1 coat orange-peel texture 2 coats acrylic latex eggshell enamel.

- b. **Metals:** Touch-up primer, undercoat, and two finish coats Latex Dryfall. Use exterior-use rated products on exterior metals.
- c. **Stain - Wood:** Sand, prep and install 1 coat of sanding sealer, stain as required to match approved sample. (Match existing running trims on running trims, match existing doors on doors). Apply 2 coats clear satin polyurethane.

DIVISION 10 – SPECIALTIES:

FIRE EXTINGUISHERS - Locations shown on plans, refer sheet G210.

DIVISION 11 – EQUIPMENT By owner. Verify all outlet amperage and power requirements prior to install. Provide required power to locations. Locations shown on plan are bid basis. Verify all outlet locations with Owner prior to install.

DIVISION 12 – FURNISHING: Not Used.

DIVISION 13 – SPECIAL CONSTRUCTION: Not Used.

DIVISION 14 – CONVEYING EQUIPMENT: Not Used.

FACILITIES SERVICES SUBGROUP:

DIVISION 21, 22, 23 – FIRE SUPPRESSION, PLUMBING, HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

General: The design and installation of systems shall meet all referenced codes and local ordinances. Provide shop drawings on Mechanical Systems for review. Refer plans for additional notes and specifications.

HVLS (BIG ASS FANS) – ALTERNATE 02

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. The ceiling-mounted high volume, low speed circulation fan is the model scheduled with the capacities indicated. The fan shall be furnished with standard mounting hardware, direct-drive motor, and digital variable speed wall controller to provide cooling and destratification.
- B. Summary of Work
 - 1. Installation of the fan, miscellaneous or structural metal work (if required), field electrical wiring, cable, conduit, fuses, and disconnect switches, other than those addressed in the installation scope of work, shall be provided by others. Factory installation services are available through Big Ass Fans. Consult the appropriate installation scope of work for information on the available factory installation options, overview of customer and installer responsibilities, and details on installation site requirements.

1.2 RELATED SECTIONS

- A. 21 00 00 Fire Suppression
- B. 23 00 00 Heating, Ventilating, and Air Conditioning (HVAC)
- C. 23 09 13 Instrumentation and Control Devices for HVAC
- D. 25 00 00 Integrated Automation
- E. 26 00 00 Electrical

1.3 REFERENCES

- A. National Fire Protection Association (NFPA)
- B. Underwriters Laboratories (UL)
- C. Canadian Standards Association (CSA)
- D. National Electrical Manufacturers Association (NEMA)
- E. National Electrical Code (NEC)
- F. Occupational Safety and Health Administration (OSHA)
- G. American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- H. Air Movement and Control Association (AMCA)
 - 1. AMCA Publication 211-13 - Certified Ratings Program - Product Rating Manual for Fan Air Performance
 - 2. AMCA 230-15 - Standard Laboratory Methods of Testing Air Circulating Fans for Rating and Certification
- I. American National Standards Institute (ANSI)
- J. European Community (CE)
- K. UK Conformity Assessed (UKCA)
- L. Nationally Recognized Testing Laboratory (NRTL)

1.4 SUBMITTALS

- A. Shop Drawings: Drawings detailing product dimensions, weight, and attachment methods.
- B. Product Data: Specification sheets on the ceiling-mounted fan, specifying electrical and installation requirements, features and benefits, and controller information.
- C. Revit Files: Files provided for architectural design.
- D. Installation Guide: The manufacturer shall furnish a copy of all installation, operation, and maintenance instructions for the fan. All data is subject to change without notice.
- E. Schedule
- F. Ceiling fan sizing, placement, and performance shall be verified using computational fluid dynamics (CFD) analysis. At a minimum, the input data for the CFD analysis shall include the ceiling fan(s), significant obstructions to airflow at the floor level, and the actual space dimensions. As verification of performance, the submittal shall include results of the CFD analysis including, at a minimum, the following performance metrics determined in accordance with ANSI/ASHRAE Standard 55-2017: average air speed, minimum, maximum, and average cooling effect from elevated air speed, Predicted Mean Vote, and Predicted Percentage Dissatisfied for seated and standing occupants in each occupied zone.
- G. Provide manufacturer's certification that high volume, low speed fans are licensed to bear the Air Movement and Control Association (AMCA) Certified Rating Seal for Circulating Fan Performance.

1.5 QUALITY ASSURANCE

- A. Certifications
 - 1. The fan assembly, as a system (with or without light kit), shall be Nationally Recognized Testing Laboratory (NRTL)-certified and built pursuant to the guidelines set forth by UL standard 507 and CSA standards 22.2 No. 60335-1 and 22.2 No. 113.
 - 2. The fan assembly, as a system (with or without light kit), shall be CE- and UKCA-compliant.
 - 3. The fan (with or without light kit) shall be compliant with NFPA 13—Standard for the Installation of Sprinkler Systems, NFPA 72—National Fire Alarm and Signaling Code, and NFPA 70—National Electrical Code (NEC).
 - 4. Controllers shall comply with National Electrical Code (NEC) and Underwriters Laboratories (UL) standards and shall be labeled where required by code.
 - 5. Performance ratings (airflow and power) shall conform to AMCA standard 211. Fans must be tested in accordance with ANSI/AMCA Standard 230-15 in an AMCA accredited laboratory. Fans shall

be certified to bear the AMCA Seal for Circulating Fan Performance.

6. The optional LED Light Kit shall be IP65-rated, DLC-qualified, and RoHS-compliant.
 7. The optional occupancy sensor shall be CE-compliant and UL and cUL listed.
- B. Manufacturer Qualifications
1. The fan and any accessories shall be supplied by Big Ass Fans, which has a minimum of twenty (20) years of product experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver product in original, undamaged packaging with identification labels intact. The fan shall be new, free from defects, and factory tested.
- B. The fan and its components must be stored in a safe, dry location until installation.

1.7 WARRANTY

- A. The manufacturer shall replace any products or components defective in material or workmanship for the customer free of charge⁺⁺⁺⁺⁺ (including transportation charges within the USA, FOB Lexington, KY), pursuant to the complete terms and conditions of the Big Ass Fans Warranty in accordance to the following schedule:

Mechanical ⁺	15 years
Electrical ⁺⁺	7 years (no factory install); 15 years (factory install)
Labor	1 year

⁺ "Mechanical" is defined as mechanical components of the fan, including, the fan hub, motor frame, mounting, airfoils, and winglets.

⁺⁺ "Electrical" is defined as electrical and electronic components of the fan, including the motor, motor drive, variable frequency drive, and any standard controller or accessories.

⁺⁺⁺ The No Factory Install Warranty Period defined above for "Electrical" applies to proper installations by any other state-qualified or licensed electrical contractor.

⁺⁺⁺⁺ The Factory Install Warranty Period defined above for "Electrical" requires installation to be purchased from Big Ass Fans and performed by a factory-approved, Big Ass Fans Certified Installer.

⁺⁺⁺⁺⁺ The Warranty Period for light kits is limited to 1 year (parts).

⁺⁺⁺⁺⁺ All reasonable costs of repair or replacement will be paid or reimbursed provided customer obtains pre-approval.

⁺⁺⁺⁺⁺ See the complete warranty for more details.
- B. The warranty shall not require the submission of a post-installation form or photographs of the installed fan(s) to the manufacturer for the warranty to be in effect.
- C. The warranty shall not require the periodic submission of maintenance records for the warranty to remain in effect.

PART 2 PRODUCT

2.1 MANUFACTURER

- A. Delta T LLC, dba Big Ass Fans, PO Box 11307, Lexington, Kentucky 40575.
Phone (877) 244-3267. Fax (859) 233-0139. Website: www.bigassfans.com
- B. Substitutions not permitted.

2.2 HIGH VOLUME, LOW SPEED FANS – BIG ASS FANS POWERFOIL D®

- A. Complete Unit
 1. Regulatory Requirements:
 - a. The entire fan assembly (with or without light kit) shall be NRTL-certified and built pursuant to the construction guidelines set forth by UL standard 507 and CSA standards 22.2 No. 60335-1 and 22.2 No. 113.
 - b. Ceiling fans greater than 7 ft (2.1 m) in diameter shall be tested and have performance data determined in accordance with 10 CFR Appendix U to Subpart B of Part 430 - Uniform Test Method for Measuring the Energy Consumption of Ceiling Fans and shall be listed in the US DOE Compliance Certification Database (CCD).
 - c. Ceiling fans greater than 7 ft (2.1 m) in diameter shall exceed the US DOE minimum-efficiency requirement of CFEI 1.00 at high speed and CFEI 1.31 at 40 percent speed or the nearest speed that is not less than 40 percent speed.
 - d. HVLS fans shall be listed in the California Energy Commission's Modernized Appliance Efficiency

- Database System of Appliance Models (MAEDbS), as required by Section 1606 of California Title 20.
- e. The digital wall controller shall be compliant with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) The device may not cause harmful interference, and (2) The device must accept any interference received, including interference that may cause undesirable operation.
2. Sustainability Characteristics:
 - a. The fan shall be designed to move an effective amount of air for cooling and destratification in a variety of applications (including industrial, commercial, and agricultural) over an extended life. The fan components shall be designed specifically for high volume, low speed fans to ensure lower operational noise.
 - b. The digital wall controller shall be designed to control Big Ass Fans from a secure, centralized location, and shall be designed specifically for high volume, low speed Big Ass Fans to ensure maximum control.
 3. Good workmanship shall be evident in all aspects of construction. Field balancing of the airfoils shall not be necessary.
 4. High volume, low speed (HVLS) fans shall be licensed to bear the AMCA Certified Rating Seal for Circulating Fan Performance to ensure performance as cataloged in the field. Unlicensed HVLS fans shall not be accepted.
- B. Variable Frequency Drive (VFD)
1. The onboard VFD shall be pre-wired to the motor and factory-programmed to minimize starting and braking torques for smooth and efficient operation.
 2. The VFD shall be pre-wired to the motor using a short run of flexible conduit with a dedicated ground conductor to minimize electromagnetic interference (EMI) and radio frequency interference (RFI).
 3. The VFD shall include a quick disconnect feature to allow for easy replacement of the drive.
 4. A 15-ft (4.6-m) incoming power cord shall be pre-wired to the VFD.
 5. The VFD shall be housed in a sealed, IP66-rated aluminum enclosure for protection in harsh environments.
 6. The VFD shall have an operating temperature of up to 131°F (55°C) ambient conditions.
 7. The VFD and digital wall controller shall communicate over a wired connection using Modbus communication protocol.
 8. The VFD shall be capable of integration with building automation systems.
 9. The VFD shall be equipped with the most current firmware version, and the VFD firmware shall be subject to updates without notice.
 10. The VFD shall include an embedded accelerometer with precise rotor control sensing to instantly detect impacts and obstructions and automatically shut down the fan.
- C. Fire Control Panel Integration
1. Includes a 10–30 VDC pilot relay for seamless fire control panel integration. The pilot relay can be wired Normally Open or Normally Closed in the field.
- D. Motor
1. The fan motor shall be a permanent magnet brushless motor rated for continuous operation at maximum speed with the capability of modulating the fan speed from 0–100% without the use of a gearbox or other mechanical means of control. No other motor shall be accepted.
 2. The motor shall be totally enclosed and rated IP66.
 3. The motor frame shall be designed for ease of service.
 4. The motor shall be manufactured with a double baked Class F insulation and shall be capable of continuous operation in -4°F to 131°F (-20°C to 55°C) ambient conditions.
 5. The motor shall operate from any voltage ranging from 200–277 VAC, single or three-phase, 50/60 Hz or 380–480 VAC, three-phase, 50/60 Hz without requiring adapters or customer selection.
- E. Airfoil System
1. The fan shall be equipped with six (6) Powerfoil airfoils of precision extruded aluminum alloy. The airfoils shall be connected by means of two (2) high strength locking bolts per airfoil. The airfoils shall be connected to the hub and interlocked with zinc plated steel retainers. All airfoil hardware shall be

- SAE Grade 8 or equivalent.
2. The fan shall be equipped with six (6) Powerfoil winglets on the ends of the airfoils. The winglets shall be molded of a polypropylene blend. The standard color of the winglets shall be "BAF Yellow."
 3. Airfoil Restraint System
 - a. All 20- to 24-ft (6- to 7.3-m) diameter fans shall be equipped with a patented airfoil restraint system to provide redundant safety between the ends of the airfoils and the fan hub. The airfoil restraint system shall be available as an option on smaller diameter fans.
 - b. The airfoil restraint system shall be comprised of durable, lightweight nylon safety straps that shall extend from winglets through the airfoils and secure to the fan hub with 12-gauge stamped steel safety clips.
 - c. The straps shall be made of 1 in. (24 mm) wide heavy-duty nylon webbing rated for 825 lb (374 kg). The loops at the ends of the straps shall be secured in a double-stitch pattern for reinforced durability.
 - d. The straps shall be precisely matched to each fan's diameter, eliminating the need for a tensioning mechanism and reducing the opportunity for noise.
 - e. The straps shall run along the inside of the airfoils for an uninterrupted look.
 - f. Safety clips shall secure to each winglet to comprise the outer anchor points and provide tension, while clips on the opposite end shall secure to threaded inserts incorporated in the fan hub.
- F. Mounting Post
1. The fan shall be equipped with a mounting post that provides a structural connection between the fan assembly and extension tube. The mounting post shall be formed from A36 steel, contain no critical welds, and be powder coated for corrosion resistance and appearance.
- G. Mounting System
1. The fan mounting system shall be designed for quick and secure installation on a variety of structural supports. The design of the upper mount shall provide two axes of rotation to allow for adjustments to be made after installation on the mounting structure to ensure the fan will hang plumb.
 2. The upper mount shall be of ASTM A-36 steel, at least 3/16" thick, and powder coated for appearance and corrosion resistance. No mounting hardware or parts substitutions, including cast aluminum, are acceptable.
 3. All mounting hardware shall be SAE Grade 8 or equivalent.
- H. Hub
1. The fan hub shall be 19 inches (48 cm) in diameter and shall be made of precision cut aluminum for high strength and light weight. The hub shall consist of two (2) aluminum plates, six (6) aluminum spars, and one (1) aluminum spacer. The overall design shall provide a flexible assembly such that force loads experienced by the hub assembly shall be distributed over a large area to reduce the fatigue experienced at the attachment point for the fan blade.
 2. The hub shall be secured to the output shaft of the motor by means of one (1) aerospace grade lug nut. The hub shall incorporate six (6) safety retaining clips made of 1/4" (0.6 cm) thick steel that shall restrain the hub/airfoil assembly.
- I. Safety Cables
1. The fan shall be equipped with an upper safety cable that provides an additional means for securing the fan assembly to the building structure. The upper safety cable shall have a diameter of 3/8" (1 cm).
 2. The fan shall be equipped with two lower safety cables pre-attached to the motor that shall provide an additional means of securing the fan to the extension tube. The lower safety cables shall have a diameter of 3/8" (1 cm).
 3. The safety cables shall be fabricated out of 7 x 19 galvanized steel cable. The end loops shall be secured with swaged Nicopress® sleeves, pre-loaded and tested to 3,200 lbf (13,345 N).
 4. Field construction of safety cables is not permitted.
- J. Digital Variable Speed Wall Controller
1. The fan shall be equipped with a digital variable speed wall controller. The controller user interface shall be a wall-mounted, touch interface.
 2. The controller shall be mounted to a standard rectangular or square outlet box.
 3. A 150-ft (45.7-m) CAT5 cable shall be provided for connecting the controller to the fan's VFD and

- to provide power to the controller.
4. The controller mounting location shall meet the requirements of OSHA standard 29 CFR 1910.303(g) for accessibility minimum clearances.
5. The controller shall have an IP55 rating.
6. The controller shall provide fan start/stop, speed, and direction control functions.
7. The controller shall provide diagnostic and fault history information for the connected fan, as well as the ability to configure fan parameters with the assistance of Big Ass Fans Customer Service.
8. The controller interface shall be able to be secured with a passcode to prevent unauthorized access to fan controls and settings.
9. The controller shall operate out of the box without setup and upon connection to CAT5 cable.
- K. BAFCon Controller (Optional)
 1. The fan shall have the option of operating with the BAFCon controller.
 2. The digital controller user interface shall be a wall-mounted touchscreen with a 5-inch (127-mm) display and an 800 (RGB) x 480 pixel resolution.
 3. The digital controller shall be mounted to a standard rectangular or square outlet box.
 4. A 150-ft (45.7-m) CAT5 cable shall be provided for connecting the digital controller to the fan's VFD, allowing for seamless communication between BAFCon and the VFD. The cable shall provide power to the digital controller.
 5. The digital controller shall not require a 120 V power supply at the controller mounting location.
 6. The digital controller mounting location shall meet the requirements of OSHA standard 29 CFR 1910.303(g) for accessibility minimum clearances.
 7. The digital controller shall support up to eight Powerfoil D® fans controlled as a group or individually.
 8. The digital controller shall provide fan start/stop, speed, and direction control functions.
 9. The digital controller shall provide diagnostic and fault history information for each connected fan as well as the ability to configure fan parameters with the assistance of Big Ass Fans Customer Service.
 10. The digital controller shall include optional SmartSense functionality to maximize energy savings. SmartSense shall provide the capability to automatically control the speed of Big Ass Fans using information from user-determined settings and built-in temperature and humidity sensors.
 11. The digital controller shall include a scheduling feature that shall provide the ability to create up to four fan schedules for turning fans on/off and turning Auto mode on/off. The scheduling feature shall require the date and time to be set on the controller.
 12. The digital controller interface shall be able to be secured with user and admin passcodes to prevent unauthorized access to fan controls and settings.
 13. The digital controller shall be BACnet-compatible.
 14. BAFCon Multi-Fan Accessory Kit (Optional)
 1. If multiple fans will be installed, the BAFCon Multi-Fan Accessory Kit shall be included.
 2. The kit shall include a two-screw RJ45 terminal block, a ¼ Watt, 120 Ohm termination resistor, RJ45 pass through splitters, and split-gland cord grips for connecting multiple fans to the controller.
- L. Guy Wires
 1. Included for installations with extension tubes 4 ft (1.2 m) or longer to limit the potential for lateral movement.
- M. LED Light Kit (Optional)
 1. The fan gearbox shall be equipped with a hollow shaft through which electrical wiring can be routed to below the fan and to which an LED light can be attached.
 2. The LED light shall operate independently from the fan at an operating voltage of 100–277 VAC, 50/60 Hz and be suitable in operating temperatures ranging from -40°F to 113°F (-40°C to 45°C).
 3. The LED light shall have an output of up to 48,000 or 39,000 lumens.
 4. The LED light shall have a standard color temperature of 5,000 K or 4,000 K.
 5. The LED light shall be equipped with a standard lens angle of 120°.
 6. The LED light shall be constructed of aluminum alloy and shall be available in black or white.
 7. The LED light shall be suitable for wet locations.
- N. Occupancy Sensor (Optional)

1. The occupancy sensor shall be powered by the fan drive (200–240 VAC or 400–480 VAC) and be suitable in operating temperatures ranging from -40° to 158°F (-40° to 70°F).
2. The occupancy sensor shall provide 360 degrees of coverage up to 50 ft (15 m) when mounted 40 ft (12.2 m) above the floor.
3. Motion timeout settings shall consist of 30 minutes (default), 1 hour, 2 hours, 4 hours, and 8 hours.

PART 3 EXECUTION

3.1 PREPARATION

- A. Fan location shall have a typical bar joist or existing I-beam structure from which to mount the fan. Additional mounting options may be available.
- B. Mounting structure shall be able to support weight and operational torque of fan. Consult structural engineer if necessary.
- C. Fan location shall be free from obstacles such as lights, cables, or other building components.
- D. Check fan location for proper electrical requirements. Consult installation guide for appropriate circuit requirements.
- E. Each fan requires dedicated branch circuit protection.
- F. The fan system and the fan controller shall be installed according to the instructions in the fan installation guide.
- G. Install a rectangular or square outlet box at the wall controller mounting location.
- H. For multi-fan installations with the BAFCon controller, ensure the appropriate accessory kit is included as described above. The kit shall be installed according to the instructions included with the kit.

3.2 INSTALLATION

- A. The fan and wall controller shall be installed according to the manufacturer's installation guide, which includes acceptable structural dimensions and proper sizing and placement of angle irons for bar joist applications. Big Ass Fans recommends consulting a structural engineer for installation methods outside the manufacturer's recommendation and a certification, in the form of a stamped print or letter, submitted prior to installation.
- B. Minimum Distances
 1. Airfoils shall be at least 10 ft (3.05 m) above the floor.
 2. Installation area shall be free of obstructions such as lights, cables, sprinklers, or other building structures with the airfoils at least 2 ft (0.61 m) clear of all obstructions.
- C. The fan shall not be located where it will be continuously subjected to wind gusts or in close proximity to the outputs of HVAC systems or radiant heaters. Additional details are in the fan installation guide.
- D. In buildings equipped with sprinklers, including ESFR sprinklers, fan installation shall comply with all of the following:
 1. The maximum fan diameter shall be 24 ft (7.3 m).
 2. The HVLS fan shall be centered approximately between four adjacent sprinklers.
 3. The vertical clearance from the HVLS fan to the sprinkler deflector shall be a minimum of 3 ft (0.9 m).
 4. All HVLS fans shall be interlocked to shut down immediately upon receiving a waterflow signal from the alarm system in accordance with the requirements of NFPA 72—National Fire Alarm and Signaling Code.
- E. Mount the wall controller to a flat, readily accessible surface that is free from vibration and away from foreign objects and moving equipment. The controller mounting location must meet the requirements of OSHA standard 29 CFR 1910.303(g) for accessibility minimum clearances.
- F. If the SmartSense feature will be used, the BAFCon controller must not be mounted adjacent to or above a radiant heat source, near HVAC ventilation intakes/exhausts, on a poorly insulated exterior wall, or in a different temperature/humidity environment than the fan(s) it will control. Additional mounting guidelines can be found in the controller installation guide.

DIVISION 25 – INTEGRATED AUTOMATION: Not Used.

DIVISION 26 - ELECTRICAL

General: The design and installation of the electrical system shall meet all referenced codes and local ordinances. Contractor shall provide local code authorities with complete details, drawings and diagrams as the local code authorities deem necessary for retrofit of existing fire alarm systems.

DIVISION 27 – COMMUNICATIONS: Provide drop conduit and back box for Owner-installed IT and telephones. Refer plans for locations and verify all with Owner prior to install.

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY: Provide drop conduit and back box for Owner-installed Security Devices if indicated. Refer plans for locations and verify with Owner prior to install.

SITE AND INFRASTRUCTURE SUBGROUP:

DIVISION 31 - EARTHWORK

Grading: Not required for this project.

Exterior Stoops: Provide 4" thick concrete stoop over 2" compacted sand base at relocated door. Refer drawings for size. Provide expansion joint and sealant where abuts existing wall(s).

DIVISION 32: EXTERIOR IMPROVEMENTS: Not Used

DIVISION 33: UTILITIES

General: Properly cap off any abandoned utilities. Secure all required permits, tap fees, permissions, and approvals required for installation of the work. Payment shall be as arranged under contract with the Owner and City for fee-in-lieu-of-detention as permitted by the AHJ.

DIVISION 34 TRANSPORTATION: Not Used.

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION: Not Used.

PROCESS EQUIPMENT SUBGROUP – Not Used.

END OF CONSTRUCTION OUTLINE