

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
PROJECT NO. SP 23-6
ROOF REPLACEMENT REED PARK
RECREATION CENTER**

ATTENDANCE AT PRE-BID CONFERENCE IS MANDATORY

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**PARKS & FACILITIES
CABS – City Architectural Building Services**

ANNA AMERICA, DIRECTOR

Account Numbers: 2244B00009.Buildings.FACLITY.409.4094111-541104

Public Works Department
175 East 2nd Street, Suite 261
Tulsa, Oklahoma 74103
(918) 596-9637

CONTRACT DOCUMENTS

PROJECT NO. SP 23-6 ROOF REPLACEMENT REED PARK RECREATION CENTER
DEPARTMENT OF PARKS, CULTURE AND RECREATION

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**NOTICE TO BIDDERS
SEALED BIDS FOR
PROJECT NO. SP 23-6**

Notice is hereby given that pursuant to an order by the Mayor of the City of Tulsa, Oklahoma, sealed bids will be received in Room 260 of the Office of the City Clerk, City of Tulsa, 175 E. 2nd Street, Tulsa, Oklahoma 74103 until **8:30 a.m. the 12th day of December, 2025** for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

**PROJECT NO. SP 23-6 ROOF REPLACEMENT REED PARK
RECREATION CENTER**

The entire cost of the improvement shall be paid from
Account No.
2244B00009.Buildings.FACILITY.409.4094111-541104

A **MANDATORY** Pre-Bid Conference is scheduled for **Tuesday, November 18, 2025 at 9:00 a.m.** and will be held through video conferencing with Microsoft Teams, invitation presented on the City of Tulsa's website at this link:

<https://www.cityoftulsa.org/government/departments/engineering-services/construction-bids/>

Attendance at the Pre-Bid Conference is MANDATORY. Bids will not be received from contractors who did not attend the Pre-Bid Conference.

Bids will be accepted by the City Clerk from the holders of valid pre-qualifications certificates from the City of Tulsa in one or more of the following classifications: **A or B.**

Drawings, specifications and contract documents for construction of said public improvements of the said project have been adopted by the Mayor of said City. Copies of same may be obtained at the Office of Contract Administration, 175 E. 2nd St., 13th Floor, Tulsa, OK 74103 for a non-refundable fee in the amount of **\$50.00** made payable to the City of Tulsa by check or money order.

Contract requirements shall include compliance as required by law pertaining to the practice of non-discrimination in employment.

The overall aspirational Small Business Enterprise utilization goal for this project is **ten (10)** percent.

Attention is called to Resolution No. 18145 of August 23, 1988, requiring bidders to commit to the goal of employing on the project at least fifty percent bona fide residents of the City of Tulsa and/or MSA in each employment classification.

Attention is called to Resolution 7404 of November 8, 2006, requiring bidders, their subcontractors and their lower-tier subcontractors to hire only citizens of the United States.

The City of Tulsa itself is exempt from the payment of any sales or use taxes, and pursuant to Title 68 O.S. Section 1356(10), direct vendors to the City are also exempt from those taxes. A bidder may exclude from his bid appropriate sales taxes, which he will not have to pay while acting for and on behalf of the City of Tulsa.

A Certified or Cashier's Check or Bidders Surety Bond, in the sum of 5% of the amount of the bid will be required from each bidder to be retained as liquidated damages in the event the successful bidder fails, neglects or refuses to enter into said contract for the construction of said public improvements for said project and furnish the necessary bonds within thirty days from and after the date the award is made.

The bidder to whom a contract is awarded will be required to furnish public liability and workmen's compensation insurance; Performance, Statutory, and Maintenance bonds acceptable to the City of Tulsa, in conformity with the requirements of the proposed contract documents. The Performance, Statutory, and Maintenance bonds shall be for one hundred percent (100%) of the contract price.

The bidding for this project is subject to a local preference law as defined in Oklahoma Statutes, Title 61, Section 103. For purposes of Section 103 a "local bid" means a bid submitted by a business entity that is duly organized and authorized to do business in the State of Oklahoma and maintains its primary office or principal place of business within the State of Oklahoma. If the conditions outlined in Title 61 are met, The City of Tulsa must select the second lowest bid if within 5% of the lowest bid and the second lowest bid is a local bid and the lowest bid is not a local bid (i.e. non-local/out of state). Accordingly, when the local bid is required to be selected under the State law, the local bidder must agree to do the work at the lowest bid price to be awarded the project.

All bids will be opened and considered by the Bid Committee of said City at a meeting of said Committee to be held in the City Council Room of City Hall in said City at 9:00 a.m. on the 12th day of December, 2025.

Dated at Tulsa, Oklahoma, this 7th day of November 2025.

(SEAL)

Christina Chappell
City Clerk

INSTRUCTIONS TO BIDDERS

B-1. BIDS

Each bid Proposal shall be completed, signed, and submitted. No alterations, additions, or erasures shall be made on the Proposal. Erroneous entries shall be lined out, initialed by the bidder, and the correct entry inserted. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment, and apparatus of every description to construct, erect, and furnish all work required by and in conformance with the Drawings and Specifications.

Each bid shall be enclosed in a sealed envelope addressed to the City of Tulsa, 175 E. 2nd Street, Room 260, City Hall, Tulsa, Oklahoma, identified on the outside with the words:

PROJECT NO. SP 23-6 ROOF REPLACEMENT REED PARK RECREATION CENTER

Pre-qualification Certificate Number _____.

And shall be filed with the City Clerk in Room 260, City Hall.

All addenda to the contract documents should be denoted on the last page of the Proposal in the space provided.

B-2. BID SECURITY

Each bid shall be accompanied by a cashier's check, a certified check, or bidder's bond, in the amount of five percent (5%) of the total amount bid.

The bid security shall be made payable, without condition, to the City of Tulsa, Oklahoma. The bid security may be retained by and shall be forfeited to the City as liquidated damages if the bid is accepted, a contract based thereon is awarded, and the bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within thirty (30) days after such award is made by the City.

B-3 RETURN OF BID SECURITY

The bid security of each unsuccessful bidder will be returned when his bid is rejected. The bid security of the bidder to whom the contract is awarded will be returned when he executes a contract and files satisfactory bonds. The bid security of the second lowest responsible bidder may be retained for a period of time not to exceed sixty (60) days pending the execution of the contract and bonds by the successful bidder.

B-4 WITHDRAWAL OF BIDS

No bidder may withdraw his bid for sixty (60) days after the date and hour set for the opening. A bidder may withdraw his bid any time prior to expiration of the

period during which bids may be submitted by making a written request signed in the same manner and by the same person who signed the Proposal.

B-5 REJECTION OF BIDS

Bids received more than ninety-six (96) hours before the time set for opening bids, excluding Saturdays, Sundays, and holidays, as well as bids received after the time set for opening bids, will not be considered and will be returned unopened.

The City of Tulsa reserves the right to reject any and all bids when such rejection is in the best interest of the City of Tulsa. All bids are received subject to this stipulation and the City reserves the right to decide which bidder shall be deemed lowest responsible bidder.

A violation of any of the following provisions by a bidder shall be sufficient reason for rejecting bidder's bid, or shall make any contract between the City of Tulsa and the Contractor that is based on bidder's bid, null and void: divulging the information in said bid before the bids have been opened; submission of a bid which is incomplete, unbalanced, obscure, incorrect, or which has conditional clauses, additions, or irregularities of any kind not in the original proposal form, or which is not in compliance with the Instruction to Bidders and published Notice to Bidders, or which is made in collusion with another bidder. The City shall have the right to waive any immaterial defects or irregularities in any bid received.

B-6 DISQUALIFICATION OF BIDDERS

No contract will be awarded to any person or persons, firm, partnership, company, or corporation which is in arrears to the City upon any debt of contract, or in default as surety or otherwise upon any obligation to the City.

B-7 SIGNATURE OF BIDDERS

Each bid shall be properly signed with the full name of the company or individual submitting the bid, the bidder's address, and the name and title of all persons signing printed below their signature lines. Bids by partnerships shall be signed with the partnership name followed by the signature and title of one of the partners. Bids by corporations shall be signed with the name of the corporation followed by the signature and title of the president, vice president, chairman, or vice chairman of the Board of Directors with attestation by the corporate secretary or assistant corporate secretary. Bids by joint ventures shall be signed by each participant in the joint venture. Bids by limited liability companies shall be signed with the name of the limited liability company followed by the signature and title of the Manager or Managing Member. Bid by limited partnerships shall be signed with the name of the limited partnership followed by the signature of the general partner. Note: The signature requirements listed above are for Oklahoma entities; entities organized in other states must follow the law of the state in which they are organized.

A bid by a person who affixes to his signature the word "President", "Manager", "General Partner", "Agent", or other title, without disclosing the name of the company for which he is signing, may be held to be the bid of the individual signing.

B-8 INTERPRETATION OF CONTRACT DOCUMENTS

If any bidder who contemplates submitting a bid is in doubt as to the true meaning of any part of the drawing, specifications, or other proposed contract documents, bidder may submit to Contract Administration and the Engineer a written request for interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. The addendum will be posted on the City of Tulsa website and emailed to all the pre-bid attendees. The City will not be responsible for any other explanations or interpretations of the proposed contract documents.

B-9 LOCAL CONDITIONS AFFECTING WORK

Each bidder shall visit the site of the work and shall completely inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing structures and facilities, the availability and cost for labor, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. There will be no subsequent financial adjustment for lack of such prior information.

B-10 TIME OF COMPLETION

The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the City of his ability to complete the work within the allowable time set forth in the Bid Form. For all projects that will impact the public, a public meeting is required before any work is done. In this connection, attention is directed to the provisions of the General Conditions and Special Conditions relative to delays, extension of time, and liquidated damages.

B-11 QUALIFICATION OF BIDDERS

No bid will be received and filed by the City Clerk of the City of Tulsa unless the person submitting the bid has been pre-qualified as provided by ordinance, and is the holder of a current certificate of Pre-qualification in force and effect on the date such bid is to be submitted and filed.

B-12 TAXES AND PERMITS

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. Contractor shall comply with all zoning ordinances of the City, as provided in the Tulsa Zoning Code, Title 42 Tulsa Revised Ordinances and conform with all zoning requirements established by the Tulsa Metropolitan Area Planning Commission and the Board of Adjustment.

Contractor can call the Indian Nations Council of Governments (INCOG) at (918) 584-7526, to determine if any zoning requirements must be met.

B-13 OKLAHOMA LEGAL REQUIREMENTS

The Contractor must comply with the Oklahoma Scaffolding Law, 40 Oklahoma Statutes, Sections 174 - 177, which cover erection and use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.

In accordance with Oklahoma Statutes, Title 68, Section 1701-1707, before commencing any work pursuant to this contract, any nonresident contractor shall give written notice by certified mail, return receipt requested, to the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the Workers Compensation Court, and the county assessor of each county in which work will be performed. The notices shall comply with the requirements set forth in said statute.

B-14 BONDS

The bidder to whom a contract is awarded will be required to furnish bonds as follows:

- a. Performance Bond – A Performance Bond to the City in an amount equal to one hundred percent (100%) of the Contract price.
- b. Statutory Bond – A Statutory Bond to the State of Oklahoma in an amount equal to one hundred percent (100%) of the contract price.
- c. Maintenance Bond – A Maintenance Bond to the City in an amount equal to one hundred percent (100%) of the contract price.

The bonds shall be executed on the forms included in the contract documents by a surety company authorized to do business in the State of Oklahoma and acceptable as Surety to the City of Tulsa.

Accompanying the bonds shall be a "Power-of-Attorney" authorizing the attorney-in-fact to bind the Surety Company and certified to include the dates of the bonds.

B-15 BOUND COPY OF CONTRACT DOCUMENTS

Bound contract documents are no longer required.

B-16 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Each bidder agrees to comply with the terms of Title 5, Chapter 1, Section 111, of the Tulsa Revised Ordinances relating to Non-Discrimination.

B-17 BASIS FOR AWARD OF CONTRACT

The basis for award of a contract shall be the total base bid submitted by the lowest responsible bidder unless otherwise directed in the form of proposal. The City of Tulsa reserves the right to withhold the awarding of a contract for a reasonable period of time from the date of opening of bids. The awarding of a contract upon a successful bid shall give the bidder no right or action or claim against the City of Tulsa upon such contract until the same shall have been reduced to writing and duly signed by the contracting parties. The award of a contract will not be completed until the contract is duly executed and the necessary bonds and insurance approved.

B-18 TIME FOR AWARDING OF CONTRACT

The awarding of a contract to the lowest responsible bidder will be made within thirty (30) days after the opening of bids unless the City of Tulsa by formal recorded action and for good cause shown, provides for a reasonable extension to that period, which extension period shall not in any event exceed fifteen (15) days where only state or local funds are involved, or not to exceed ninety (90) days on any award of contract for the construction of public improvements where funds are utilized which are furnished by an agency of the federal government.

B-19 SAFETY AND HEALTH REGULATIONS

Bidders should note that they are subject to "Safety and Health Regulations for Construction", Chapter XVII of Title 29, CFR, Part 1926 and that compliance, review and enforcement are the responsibility of the U.S. Department of Labor.

The Contractor is fully responsible for the safety of the work site and is expected to train their employees in all applicable safety issues. This should include but not be limited to: trench safety, confined space entry, head protection, etc. In accordance with construction contracts with the City, Authority, Board, or Commission, all applicable Labor and OSHA safety regulations must be followed.

Work sites must be monitored by the Contractor and safety provisions enforced. Contractors are asked to ensure that all employees are properly informed and trained in construction, work site safety.

B-20 VENDORS AND SUBCONTRACTOR IDENTIFICATION

Where Vendor and Subcontractor Identification Questionnaires are included in the bid documents, each bidder shall submit the Questionnaire directly to the Engineer no later than 5:00 p.m. on the first working day following the bid opening. Failure to submit the questionnaire may render the bid unresponsive and not eligible for award. The award of the Contract will be subject to the acceptability of the vendors and subcontractors listed. If an award is made, the vendors and subcontractors listed on the questionnaire shall be used on the project. No changes in the vendor and subcontractor list will be permitted unless prior consent is obtained from the Engineer.

B-21 U.S. ENVIRONMENTAL PROTECTION AGENCY NPDES REQUIREMENTS FOR STORMWATER DISCHARGES

The bidder's attention is directed to U.S. Environmental Protection Agency (EPA) NPDES requirements for stormwater discharges. The Contractor shall be responsible for filing a Notice of Intent and development and implementation of a Stormwater Pollution Prevention Plan (PPP).

B-22 AMERICANS WITH DISABILITIES ACT

The Contractor shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act (ADA). It is understood that the program of the Contractor is not a program or activity of the City of Tulsa. The Contractor agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Contractor. Under no circumstances will the Contractor conduct any activity, which it deems non-compliant with the ADA.

RESOLUTION NO. 18145

A RESOLUTION REQUIRING THE INCLUSION IN PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENT CONTRACTS OF PROVISIONS PROVIDING FOR THE EMPLOYMENT OF BONA FIDE RESIDENTS OF THE CITY OF TULSA; AND/OR THE MSA; ALSO PROVIDING THAT AT LEAST OF FIFTY PERCENT (50%) OF EACH CLASS OF EMPLOYEES USED ON A PROJECT BE BONA FIDE RESIDENTS OF THE CITY OF TULSA AND/OR THE MSA; THAT THE DIRECTOR OF THE DEPARTMENT OF HUMAN RIGHTS IS CHARGED WITH ENSURING THAT ALL BIDS FOR PUBLIC CONSTRUCTION CONTRACTS COMPLY WITH THIS RESOLUTION; AND DECLARING AN EMERGENCY.

WHEREAS, City of Tulsa, Oklahoma, desires to achieve a goal of full employment.

WHEREAS, it is necessary for the protection of the health, safety and welfare of all residents of the City of Tulsa, Oklahoma, to accomplish this goal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF TULSA, OKLAHOMA:

SECTION 1. The City of Tulsa is committed to the policy of achieving full employment of its citizens by encouraging the employment of bona fide Tulsa and MSA residents in public improvement contracts.

SECTION 2. Definitions. The definitions of certain terms used in this resolution are as follows:

a. "Bidding Documents" or "Bid" means the bid notice, plans and specifications, bidding form, bidding instructions, special provisions and all other written instruments prepared by or on behalf of an awarding public agency for use by prospective bidders on a public construction contract.

b. (i) "Bona Fide Residents" shall include only those persons who are either registered to vote in the City of Tulsa or who have resided within the city limits for at least six months, or who have purchased a permanent residence within the city limits or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker. (ii) Bona fide residents of MSA shall include only those persons who are registered to vote in outlying MSA areas or who have resided within the outlying MSA area for at least six months, or who have purchased a permanent residence within the outlying MSA areas or who have leased a residence for at least a six month term. Residency may be further determined by a valid Oklahoma driver's license, a current Oklahoma license tag, and a valid Oklahoma automobile inspection sticker.

c. "Public Construction Contract" or "Contract" means any contract exceeding Seven Thousand Five Hundred Dollars (\$7,500.00) in amount, awarded by the City of Tulsa for the purpose of making any public improvements or constructing any public building or making repairs to the same.

d. "Public Improvement" means any beneficial or valuable change or addition, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to the City of Tulsa, intended to enhance its value, beauty or utility or to adapt it to new or further purposes. The term does not include the direct purchase of materials, equipment or supplies by the City of Tulsa.

CITY OF TULSA
FILED

AUG 23 1988

Office of City Auditor
By _____

e. "MSA". All of the land areas composed of Creek County, Osage County, Rogers County, Tulsa County and Wagoner County.

SECTION 3. Residency Requirements of Contractor's Employees. Every employee and/or agent of the City of Tulsa, Oklahoma, charged or involved with the preparation of plans and specifications for any public improvement funded in whole or in part with funds of the City of Tulsa, is hereby charged to include in said plans and specifications the following provisions which shall be binding upon the successful bidders:

- a. Each bid shall be accompanied by a sworn statement that the bidder is committed to the goal of employing at least 50% bona fide residents of the City of Tulsa and/or the MSA in each classification as determined by the Oklahoma Commissioner of Labor.
- b. The successful bidder will be responsible for having like requirements placed upon any subcontractor.
- c. The successful bidder will submit to the Director or his designated representative of the Department of Human Rights any compliance reports involving the bidder and its subcontractors required by Title 31, Chapter 1, Section 9, of the Tulsa Revised Ordinances. The reports shall include information about the residence of each employee in each laboring and trade class applicable to any City project.

SECTION 4. Unresponsive Bids. The failure to submit the documents required by Section 3 shall render a bid unresponsive. Said documents must be submitted prior to the opening of the bids. The Director of the Department of Human Rights Section of City Development is charged with ensuring that all bids comply with Section 3 prior to the bid opening date.

SECTION 5. Duty of Employees and/or Agents of the City of Tulsa. Any employee and/or agent of the City of Tulsa who fails to include the goals for residency requirements found in Section 3 in the plans and specifications for any public improvement may be subject to disciplinary action, including dismissal.

SECTION 6. Severability. The invalidity of any section, subsection, provision or clause or portion of this chapter, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.

SECTION 7. Effect Date. This resolution shall take effect as of July 1, 1988.

SECTION 8. Emergency Clause. That an emergency exists for the preservation of the public peace, health and safety, by reason whereof this resolution shall take effect immediately upon its passage, approval and publication.

PASSED, with the emergency clause ruled upon separately and approved this 23rd day of August, 1988.

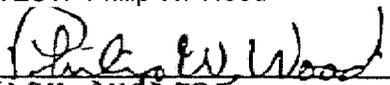
APPROVED, this 23rd day of August, 1988.

Rodger Randle



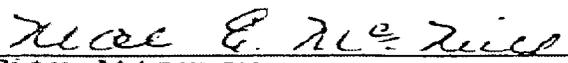
Mayor

ATTEST: Philip W. Wood



City Auditor

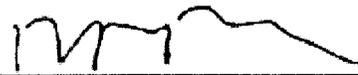
APPROVED: Neal E. McNeil



City Attorney

PASSED, with the emergency clause ruled upon separately and approved this 23 day of August, 1988.

- APPROVED, this 23 day of August, 1988.



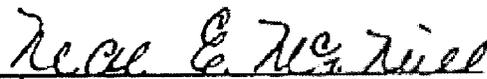
Mayor

ATTEST:



City Auditor

APPROVED:



City Attorney

CITY OF TOLSA
FILED

AUG 23 1988

Office of City Auditor

CITY OF TULSA, OKLAHOMA

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS

BID OPENING AND AWARD SYSTEM



05.27.25

POLICY STATEMENT

The City of Tulsa (hereinafter City) is committed to implementing the City of Tulsa Small Business Enterprise (SBE) Program of the City of Tulsa, hereinafter referred to as SBE Program. The stated objectives of the programs are:

- To ensure the employment of SBE(s) in the award and administration of City agreements and contracts;
- To create a level playing field on which SBE firms can compete fairly for City contracts;
- To ensure that only firms that fully meet the eligibility standards are permitted to participate as SBE participants;
- To help remove barriers to participation in City contracts;
- To assist in the development of SBE firms so that they may graduate from the SBE Program and ultimately compete successfully in the marketplace.

GOALS BY BUSINESS CATEGORY – SBE

There are seven (7) Business Categories for the City of Tulsa: Construction Contractors (Prime and Subcontractor), Architecture / Engineering (Consultant and Subconsultant), Professional Services, Other Services, and Goods and Supplies. A general description of each category follows:

Construction

- General building contractors engaged primarily in the construction of commercial buildings.
- Heavy construction such as airport runways, bridges, plants, grading and drainage, roadways, and other municipal infrastructure.
- Light maintenance construction services such as carpentry work; electrical work; installation of carpeting; air-conditioning repair, maintenance, and installation; plumbing; and renovation.
- Other related services such as water and sewer lines and maintenance, asbestos abatement, drainage, dredging, grading, hauling, landscaping (for large construction projects such as boulevards and highways), paving, roofing, and toxic waste clean-up.

Architecture and Engineering

- Licensed Architect
- Landscape Architect
- Professional Engineer
- Professional Land Surveyor
- Construction observation
- Other professional design / construction related services

CITY OF TULSA, OKLAHOMA

SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS

BID OPENING AND AWARD SYSTEM

Professional Services

- Financial Services
- Legal services
- Medical services
- Educational services
- Real Estate services
- Planning services.
- Other professional services

Other Services

- Janitorial and maintenance services
- Uniformed guard services
- Computer services
- Certain job shop services
- Graphics, photographic services
- Landscaping
- Other non-technical professional services

Good and Supplies

- Office goods
- Medical supplies
- Miscellaneous building materials
- Computers

The goals are to reflect resource availability and capability. The City of Tulsa's goal is to mitigate and close the disparity between the availability/capability versus actual utilization of SBE firms in Creek, Okmulgee, Osage, Pawnee, Rogers, Tulsa, and Wagoner counties in Oklahoma.

The City enters various agreements and contracts with the private sector for services, goods and supplies, and construction activities. The agreements or contracts may have a specific or primary deliverable associated with one of the Business Categories. However, supplementary efforts may exist to fulfill the agreement or contract. Therefore, the table below is provided to show goals for all Business Categories. Good faith efforts shall first be focused on the Business Category or Categories that relate directly to the deliverables. Additional good faith efforts shall be in supplementary efforts from other categories to assist in meeting the overall project goal.

The project goals will be monitored and periodically adjusted to address the disparity between the available / capable / willing SBE firms versus actual utilization of SBE firms. The **overall project goal is 10%.**

SBE firms identified for utilization in an agreement or contract must be paid from the proceeds from that agreement or contract.

**CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM**

| <i>Business Category</i> | <i>SBE Goal (%)</i> |
|--|----------------------------|
| Construction (Prime Contractors) | 10 |
| Construction (Subcontractors) | 10 |
| Architecture / Engineering (Consultant) | 10 |
| Architecture / Engineering (Subconsultant) | 10 |
| Professional Services | 10 |
| Other Services | 10 |
| Goods and Supplies | 10 |

BIDDER'S ACTIONS

For:

- A. **GENERAL / PRIME CONTRACTOR Contract:** When the City has established SBE contract goals (hereinafter referred to as "goals"), the City will award a contract only to a bidder who makes good faith efforts to meet the goals.
- B. **GENERAL / PRIME CONTRACTOR Contract:** When the City has established SBE contract goals (hereinafter referred to as "goals"), a Bidder who is an SBE by membership or reciprocity will be deemed as meeting the utilization goals for the project. Full value of the project bid will be credited as SBE utilization. However, the Bidder who is an SBE is not required to solicit other SBE firms but is encouraged to do so.
- C. **CONSTRUCTION MANAGEMENT AT-RISK (CMAR) Contract:** When the City has established SBE contract goals (hereinafter referred to as "goals"), the City will recommend award to the Construction Management (CM) firm the bidder who makes good faith efforts to meet the goals. However, Bidder(s) who are SBE(s) are not required to solicit other SBE firms but are encouraged to do so.

The following summary outlines the procedures

Summary:

- 1. **RECORD OF SOLICITATION FOR SBE form:**
These forms **MUST** be submitted with the bid documents. These documents establish the initial good faith, outreach efforts. In the event the bidder submitted the lowest bid, the SBE firms identified on these forms submitted with the bid are the only SBE firms that will be considered for establishing the bidder's projected utilization percentages for consideration of the award of bid.
- 2. **LETTER OF INTENT TO CONTRACT WITH SBE form:**
The bidder that submits the apparent lowest bid will be notified by City staff no later than the Monday following bid opening. The apparent low bidder **MUST** submit these forms and the

**CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM**

associated attachments by close of business on Thursday following bid opening. Only SBE firms documented on the RECORD(s) OF SOLICITATION FOR SBE forms submitted with the bid will be considered for establishing the bidder's projected utilization percentages for consideration of the award of bid. If Letters of Intent are not submitted, the projected utilization will be 0% and the apparent lowest bidder is subject to being deemed non-responsive.

3. ADMINISTRATIVE RECONSIDERATION:

If the City determines that a bidder failed to meet the requirements above, City staff will contact the bidder by phone to define the issue and clarify any miscommunications and/or inadvertent actions. If issue was not due to miscommunication and/or inadvertent actions, the bidder will be notified per the Administrative Reconsideration process defined below. If the apparent low bidder is deemed non-responsive, City staff will notify the next lowest bidder to submit their LETTERS OF INTENT TO CONTRACT WITH SBE by close of business of the 6th day following notification or may exercise its right to reject any and all bids.

4. CITY OF TULSA SBE UTILIZATION form:

This form is completed by the contractor (successful bidder) and submitted as part of the contract to perform the project. This form documents the "projected" utilization for the project. At the end of the project, this form is submitted with the final pay request documenting the "actual" utilization. The "actual" utilization must meet or exceed the "projected" utilization. Any change in the "projected" utilization must be documented, submitted to the City on the CHANGE REQUEST FOR SBE PARTICIPATION form, and approved by the City. Approval of the change must occur at the time of the change. If the change is a reduction and not submitted and approved per the instructions, the amount will be deducted from the contractor's final pay request.

5. CHANGE REQUEST FOR SBE PARTICIPATION form:

This form documents any change to the "projected" utilization for the project. Change in utilization includes reduction, substitution, and/or increase. Utilization shall be checked with the submission of partial pay requests, but not longer than 30 day intervals throughout the project. The contractor's acknowledgement that they have verified changes in his/her utilization is required as part of partial pay request documents. Reductions in utilization not approved prior to the final pay request will result in pay reduction to the contractor. If, at the completion of the project, the contractor has failed to meet the SBE contract goals, does not have an approved change request, and has not demonstrated good faith efforts to meet the contract goal, the contractor will be assessed liquidated damages for the difference between the contract goal and the actual SBE participation achieved.

Record of Solicitation

All bidders shall, **with the submissions of their bids**, show their RECORD(s) OF SOLICITATION FOR SBE that demonstrates the good faith outreach effort to meet or exceed the SBE goals established for the project.

If bidders cannot meet the established SBE goals, the bidders shall document and submit with their bid proposal, justification stating why they could not meet the established SBE goals. To demonstrate

CITY OF TULSA, OKLAHOMA SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS BID OPENING AND AWARD SYSTEM

good faith efforts to meet the SBE goals, the bidders shall document their efforts to obtain SBE participation. City will review and determine that the information is complete, accurate and adequately documents the bidder's good faith efforts before committing to the award of the contract to the bidder. In the event that the City awards a contract to a bidder who cannot meet the established SBE goals, the findings of the City's review shall be in written form and shall be incorporated into and become part of the contract documents.

If the bidder to whom City proposes to award the contract is able to demonstrate good faith efforts, City may accept the bidder's proposed goal. Acceptance by the City of the bidder's proposed goal does not release the bidder from its contractual obligation to continue to make efforts throughout the duration of the project to utilize SBE firms on the project.

All bidders shall submit with their bid the completed and signed RECORD OF SOLICITATION FOR SBE form.

Letter of Intent

The bidder must submit to the Engineering Contract Coordinator written confirmation from the SBE firms on the form LETTER OF INTENT TO CONTRACT WITH SBE that it is participating in the contract as provided in the contractor's bid commitment. This may be submitted with the bid, but not later than the City's close of business of the Thursday following the bid opening. The signed forms will define the contractor's final proposed utilization and will be the basis of a final evaluation. If inadequate utilization is proposed, the bid shall be considered non-responsive.

The SBE firms submitted on the LETTER OF INTENT TO CONTRACT WITH SBE forms shall be considered binding and changes of committed SBE firms may only be made after the contract is fully executed, and may only be changed through the submission, review and approval of form CHANGE REQUEST FOR SBE PARTICIPATION.

Failure to make the written assurance (City form LETTER OF INTENT TO CONTRACT WITH SBE), which includes the names of the SBE firms to be used, the work they will perform, and the price for the work, or failure to demonstrate good faith efforts that is deemed acceptable to the City to meet or exceed the SBE goals, shall render a bid non-responsive.

It is the contractor's responsibility to submit the information necessary for the City to ascertain compliance with the good faith efforts requirement. Extra cost involved in finding and utilizing SBE firms shall not be deemed adequate reason for the bidder's failure to meet the project SBE goals unless such costs are grossly excessive.

In instances where a successful bidder's SBE commitment exceeds the actual SBE contract goals, the submitted goals of the bidder become the contractual obligation.

In instances where a successful bidder's SBE commitment is below the SBE contract goals, the submitted utilization goals become the contractual obligation.

**CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM**

Good Faith Efforts

The steps taken by the bidder to obtain SBE participation shall be documented in writing and shall include, but are not limited to, the following good faith efforts:

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) in the interest of all certified SBE firms capable to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the SBE firms to respond to the solicitation. The bidder must determine with certainty if the SBE firms are interested by taking appropriate steps to follow-up on the initial solicitation.

B. Selecting portions of the work to be performed by SBE firms in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested SBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. Negotiating in good faith with interested SBE firms:

(1) It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBE firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBE firms to perform the work. RECORD OF SOLICITATION FOR SBE form will be submitted.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including available SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBE firms is not sufficient justification for a bidder's failure to meet the contract SBE goals, as long as such costs are reasonable. Also, the ability or desire of a contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SBE firms to fulfill the SBE contract requirements if the price difference is excessive or unreasonable. Documentation of quotes shall be submitted to the City with the bid as part of the bidder's record of solicitation.

E. Thoroughly analyzing the capabilities of SBE firms before determining a firm's qualification for a project. The following shall not be legitimate causes for the rejection or non-solicitation of SBE quotes in the efforts of the contractor to meet the project goal: (1) the subcontractor's standing, unrelated to

**CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM**

job performance, within the industry; (2) membership in specific groups or organizations; or, (3) association with certain political and/or social organizations.

Administrative Reconsideration

If City determines that a bidder fails to meet the requirements stated above, the bidder will be provided an opportunity for administrative reconsideration. City staff will contact the bidder by phone to define the issue and clarify any miscommunications or inadvertent actions. If issue was not due to miscommunication and/or inadvertent actions, the following process will be followed:

1. The bidder will be notified by fax/email within ten working days following the bid opening.
2. The bidder will have 2 working days from time of notification to schedule a meeting for the purpose of administrative reconsideration with a City of Tulsa Attorney. Reconsideration meetings will generally be held within 7 days of notification of a bidder being determined non-responsive.

As part of this administrative reconsideration, the bidder will have the opportunity to meet in person with a City of Tulsa Attorney to present arguments concerning whether it met the goal or made adequate good faith efforts to do so. Submittal of additional information documenting solicitation, which was due with the original bid submission, will not be accepted or considered.

3. The decision on reconsideration will be made by a City of Tulsa Attorney who did not take part in the original determination that the bidder failed to meet the goal or make adequate good faith efforts to do so.
4. No awards will be made until all administrative reconsiderations as outlined herein are complete. A City of Tulsa Attorney will provide a written decision on reconsideration to the bidder. This decision will explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The determination is copied to the Contract Administrator, City Engineer, and the Director of Human Rights.

CONTRACTOR ACTIONS AFTER AWARD OF THE CONTRACT:

Counting SBE Participation Toward the Goal

When an SBE participates in a contract, only the value of the work actually performed by the SBE is counted toward the contract goal.

The entire amount of that portion of a contract that is performed by the SBE firm's own forces is counted, including the cost of supplies and materials obtained by the SBE for the work on the contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE purchases or leases from their Prime Contractor).

CITY OF TULSA, OKLAHOMA SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS BID OPENING AND AWARD SYSTEM

When an SBE performs as a participant in a joint venture, the portion of the total dollar value of the contract is equal to the clearly defined portion of the work that the SBE performs with its own forces may be counted toward the goal.

Only expenditures to an SBE contractor who performs a commercially useful function may be counted toward an SBE goal.

Commercially Useful Function

An SBE performs a commercially useful function when it is responsible for the execution of the work of its contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. The SBE must be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SBE is performing a commercially useful function, City will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid is commensurate with the work it is actually performing and the SBE credit claimed, and other relevant factors.

An SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of SBE participation. In determining whether an SBE is acting as a pass-through, City will examine similar transactions, particularly those in which SBE firms do not participate.

Manufacturers and Material Suppliers

If the materials or supplies are obtained from a certified SBE manufacturer, 100 percent of the cost of the materials or supplies will be counted toward the SBE goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials required under the contract as described by the specifications.

If the materials or supplies are purchased from a certified SBE regular dealer, 100 percent of the cost of the materials or supplies will be counted toward the SBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment described by the specification and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business as provided for in the above paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad-hoc or contract-by-contract basis.

CITY OF TULSA, OKLAHOMA SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS BID OPENING AND AWARD SYSTEM

In order for a firm to qualify as an SBE supplier of metal and/or concrete pipe, the firm must also fabricate the pipe. Metal or concrete pipe is specialty pipe which is project specific and is inspected during the manufacturing process. This arrangement provides for no warehousing of metal or concrete pipe and essentially requires the manufacturer to be the supplier. Merely ordering pipe from the fabricator and in turn selling it to contractors is not consistent with normal industry practice. Contractors normally purchase pipe directly from the manufacturer, thus eliminating the middleman. Supplying metal or concrete pipe is viewed as brokering and is considered inconsistent with SBE program requirements.

Change Request for SBE Participation

Substitution or replacement of an SBE firm will only be permitted or allowed after award and execution of the City contract.

A contractor may not terminate for convenience an SBE listed in their contract (or an approved substitute SBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without City's prior written consent.

When an SBE is terminated or fails to complete the work of the contract for any reason, the contractor must make good faith efforts to find another SBE to substitute for the original SBE. These good faith efforts shall be directed at finding another SBE to perform at least the same amount of work (not necessarily the same work) under the contract as the SBE that was terminated, to the extent needed to meet the SBE goals established in the contract.

When the contractor obtains a substitute SBE, the contractor shall provide the Engineering Contract Coordinator with copies of the CHANGE REQUEST FOR SBE PARTICIPATION form and supporting documentation.

If the contractor is unable to replace the SBE with another SBE, then the contractor must provide City with evidence in writing that they have made a good faith effort. The contractor must submit to the Engineering Contract Coordinator a CHANGE REQUEST FOR SBE PARTICIPATION form along with documentation to support they have made a good faith effort. City may adjust the goal as appropriate.

In the case where a contractor cannot meet the SBE goals of a contract, he or she should request a change of that portion of the SBE goal, which cannot be met. The request will be subject to the following:

- A written request for change will be initiated by the contractor at the time he or she reasonably knows that despite good faith efforts the contract goal cannot be achieved. The request will be included on the CHANGE REQUEST FOR SBE PARTICIPATION form and will contain written documentation of all good faith efforts made to meet the goal as well as the reason for the change.

**CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM**

- The request for change, CHANGE REQUEST FOR SBE PARTICIPATION form, will be submitted for review to the Engineering Contract Coordinator. The City will make the decision on the approval or denial of the change request and inform the contractor.
- If, at the completion of the project, the contractor has failed to meet the SBE contract goals, does not have an approved change request, and has not demonstrated good faith efforts to meet the contract goal, the contractor will be assessed liquidated damages for the difference between the contract goal and the actual SBE participation achieved. The City shall deduct the liquidated damages from the final payment. In the event insufficient earnings remain for the reduction of liquidated damages, the City may claim against the contractor's bond, suspend the contractor under performance suspension, withhold further proposals, suspend prequalification and/or other remedies available under the law.
- In those instances when the goal is not met due to a change in quantity, which occurs through no fault of the contractor, but due to City and/or changed site conditions, a change request will be recommended by Field Engineering at the time the change becomes known, but not later than the next progressive payment application from the contractor which covers the work identified for the SBE firm. The change request will include the statement of quantity change(s). The contractor shall endeavor, with good faith efforts, to mitigate underruns by utilizing other SBE firms.

Change in utilization includes reduction, substitution, and/or increase. Utilization shall be checked with the submission of each partial pay request, but not longer than 30 day intervals throughout the project. The contractor's acknowledgement that they have verified changes in his/her utilization is required as part of partial pay request documents. Reductions in utilization not approved prior to the final pay request, will result in pay reduction to the contractor.

If a contractor fails to comply with this section, appropriate administrative remedies may be taken including, but not limited to:

- No additional progressive payments may be processed
- Refusal to issue proposals
- Liquidated damages
- Suspension of work on the project
- Suspension of prequalification
- Termination of the contract

Prompt Payments

To ensure that contractors' obligations under City contracts are met, the contractor shall endeavor to pay all subcontractors for satisfactory performance of their contracts no later than fifteen (15) calendar days after receipt of each progressive payment from City. The contractor must further endeavor to make prompt release of retainage held to the SBE within thirty days after the work is satisfactorily completed, whether the contractor's work is complete or not. The term "satisfactorily completed" is defined as when; 1) City finds the work completed in accordance with the Plans and Specifications; 2)

**CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM**

any required paperwork, including material certification, payrolls, etc., have been received and approved by City; 3) Field Engineering has determined the final quantities on the subcontractor's portion of the work; and 4) Contractor has received progressive payments from City which includes subcontractors' work.

In an effort to accelerate payments to subcontractors, the City may pay the Contractor for acceptable material stockpiled or delivered to the project, at other approved or designated locations, or at a plant site required for Contractor's operations as approved by the City. This is governed by Oklahoma Department of Transportation Standard Specifications for Highway Construction 2009 or latest edition.

Contractor shall endeavor to include invoices from SBE for materials on hand, partially completed work, or complete work on the earliest partial payment request submitted to the City. It is incumbent on the SBE to submit invoices to the Contractor in a timely manner.

Failure to comply with the prompt payment and return of retainage provisions of the contract may result in sanctions under the contract, as listed below:

- Refusal to issue proposals
- Liquidated damages
- Suspension of work on the project
- No additional progressive payments may be processed
- Suspension of prequalification

Any delay or postponement of payment among the parties may take place only for good cause, with City written approval. The explanation from the contractor must be made in writing to the City.

Record Keeping Requirements

The contractor shall keep such records as are necessary to determine compliance with the SBE contract obligations. The records kept by the contractor will indicate:

1. The name(s) of SBE firms or other subcontractors, the type of work being performed, and payment for work, services and business.
2. Documentation of correspondence, verbal contracts, telephone calls, etc., to obtain services of SBE firms on the project.

Upon request, the contractor shall submit all subcontracts, purchase orders, contracts, agreements, and financial transactions, including canceled checks, executed with SBE firms with the reference to records referred to in this provision, in such form, manner, content prescribed by City.

The contractor should list all SBE firms in the contract and summarize total amounts paid to SBE firms and the project goal amount for each SBE firm.

**CITY OF TULSA, OKLAHOMA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS
BID OPENING AND AWARD SYSTEM**

Reciprocity

The City will grant reciprocity of membership in the SBE program to certified Oklahoma Department of Transportation Disadvantaged Business Enterprises which are located in the Tulsa Metropolitan Statistical Area.

(Must be submitted with Bid)

**CITY OF TULSA
BIDDER'S AFFIDAVIT FOR
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION GOALS**

STATE OF)
) ss:
COUNTY OF)

_____, of lawful age, being first duly sworn, says that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder agrees to fully comply with the City of Tulsa's Resolution requiring that a good faith effort be made to utilize small business enterprises as subcontractors.

Affiant further states that s(he) will document on pages SBE-2BID, -3BID, -4BID, and -5BID for public record, his/her good faith efforts in solicitation.

Affiant further states that s(he) is responsible for having like requirements placed upon any subcontractor of said bidder.

Affiant further states that s(he) has read and agrees to the current CITY OF TULSA, OKLAHOMA SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION INSTRUCTIONS FOR BID OPENING AND AWARD SYSTEMS.

BIDDER (Company Name)

SIGNED

TITLE

SUBSCRIBED and SWORN to before me this _____ day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SBE-1BID



RECORD OF SOLICITATION FOR SMALL BUSINESS ENTERPRISE (SBE)
(MUST BE SUBMITTED WITH BID)

| |
|---|
| - Project Name: |
| - Project Number: |
| - Prime Contractor: |
| - Prime Contractor Representative: |
| Consultants, Subcontractors, Service, Regular Dealers, Material Suppliers, & Fabricators: |
| - Contact Date(s): |
| - Name of Company: |
| - Address (Street, City, County, State): |
| - City of Tulsa SBE: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| - City of Tulsa SBE Certificate Number: |
| - Other SBE Certificate Number(s): |
| |
| - Company Contact Person: |
| - Phone No.: _____ Email: _____ |
| - Description of Work: |
| |
| |
| - Contract Documents provided to and/or reviewed by Company: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| - Will City of Tulsa SBE be utilized? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| - If Yes, Estimated Agreement Amount: \$ _____ |
| - If No, description of reasons why agreement could not be reached for City of Tulsa SBE to perform work: |
| |
| |
| |
| |



LETTER OF INTENT
TO CONTRACT WITH SMALL BUSINESS ENTERPRISE (SBE)
(Must be submitted by close of business on Thursday following bid opening)

Public Works Department, Attn: Contracts Coordinator
CITY OF TULSA
2317 South Jackson, N-103
Tulsa, Oklahoma 74107
Ph.: 918.596.9637
Fax: 918.596.1299

Project Name: _____
Project Number: _____
Submittal Date: _____

Prime Contractor

HEREBY, intends to subcontract items of work generally described as

to:

SMALL BUSINESS ENTERPRISE

Total amount of participation by City of Tulsa SBE: \$ _____
(City of Tulsa SBE, quote must be attached)

City of Tulsa SBE: Yes No

City of Tulsa SBE Certificate Number: _____

Other SBE Certificate Number(s): _____

SMALL BUSINESS ENTERPRISE

PRIME CONTRACTOR

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signatures of Authorized representatives of the Prime Contractor and the City of Tulsa SBE firm above represent the written commitment by the Prime Contractor to subcontract with the City of Tulsa SBE firm and a written commitment by the City of Tulsa SBE firm to subcontract for work as described in the attached quote.

This form, along with the City of Tulsa SBE firm's quote must be submitted to the City with the executed Contract documents. If this form is not received, the proposed utilization will NOT be counted as part of the Prime Contractor's agreement. This may cause the agreement to be considered non-compliant and be rejected by the City of Tulsa.

SBE – 3BID



CHANGE REQUEST
FOR SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

Project Name: _____

Project Number: _____

Prime Contractor: _____

CHANGE: From / To (fill in both sides)
FROM:

OR

ADD: To (fill in this side only)
TO:

Name: _____

Name: _____

City of Tulsa SBE: Yes No
City of Tulsa SBE Certificate Number: _____
Other SBE Certificate Number(s): _____

City of Tulsa SBE: Yes No
City of Tulsa SBE Certificate Number: _____
Other SBE Certificate Number(s): _____

Change in service to be performed: _____

Change in amount of participation by City of Tulsa SBE: \$ _____

Reason for Change: _____

NOTE: Attach a copy of the Letter of Intent for the original City of Tulsa SBE and a new Letter of Intent for the proposed City of Tulsa SBE.

PRIME CONTRACTOR

SBE SUBCONTRACTOR

Signature: _____

Signature: _____

Date: _____

Date: _____

Title: _____

Title: _____

Approved / Disapproved: _____ Date: _____

Public Works Design Engineering Manager
(Planning, Design, or Field)

Approved / Disapproved: _____ Date: _____

Public Works Contracts Coordinator

Distribution: Tulsa Authority for Economic Opportunity
Public Works Design/Public Works Department (Planning, Design, or Field)



**CITY OF TULSA
SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION**

| | | |
|---------------------|--|-------------------|
| Project No. | | Contractor |
| Project Name | | |

| Name | Business Category | Projected Dollars | Actual Dollars |
|-------------|--------------------------|--------------------------|-----------------------|
| | | | |
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| | | | |

Projected Contract % _____ **Actual Contract %** _____ **Total** _____

PROJECTED:

ACTUAL (Update and Submit with Final Payment):

Contractor Representative

Contractor Representative

Date

Date

NOTE: REFER TO UTILIZATION INSTRUCTIONS

SBE – 5BID

(Must be submitted at time of Bid)
CITY OF TULSA
RESOLUTION NO. 7404
AFFIDAVIT OF COMPLIANCE

_____, of lawful age, being first duly sworn, states that s(he) is the authorized agent of the Company set forth below.

Affiant further states that the Company, in compliance with City of Tulsa Resolution No. 7404, shall not hire or knowingly allow any of its subcontractors or lower tier subcontractors to hire anyone who is not a United States citizen or legal immigrant or anyone who does not have legal status as a temporary worker to perform work on any project which is the subject of a contract between the Company and the City of Tulsa.

Affiant further states that the Company shall not fail to comply with and shall not knowingly allow any of its subcontractors or lower tier subcontractors to fail to comply with all applicable laws including, but not limited to, labor, employment and taxation laws, in the performance of any work on any project which is the subject of a contract between the Company and the City of Tulsa.

Affiant further states that the Company shall make available to the City of Tulsa, at the City's request, sufficient information and/or affirmations to allow the City to confirm Company's compliance with Resolution No. 7404 relating to the performance of any contract between the Company and the City of Tulsa.

Company: _____

Signed: _____

Title

SUBSCRIBED and SWORN to before me, this ____ day of _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

COMMISSION NO.:

Resolution No. 7404
RAC-1

(Must be submitted at time of bid)
NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss:
COUNTY OF _____)

_____, of lawful age, being first duly sworn, says that:

1. I am the duly authorized agent of the bidder submitting the competitive bid associated with this sworn statement for the purpose of certifying facts pertaining to the existence of collusion among bidders and between bidders and municipal officers or employees, as well as facts pertaining to the giving or offering of things of value to governmental personnel in return for special consideration in the letting of any contract pursuant to the bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other things of value for special consideration in the letting of a contract.
4. If awarded the contract, neither the bidder nor anyone subject to the bidder's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, any money or other thing of value, either directly or indirectly, in procuring the contract for which the bid is submitted.

BIDDER (Company Name)

Signed

Title

SUBSCRIBED and SWORN to before me this _____ day of _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____, _____.
COMMISSION NO.:

(Must be submitted at time of bid)
BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF)
) ss:
COUNTY OF)

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

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

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

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

Signed: _____

BIDDER (Company Name)

Title:

SUBSCRIBED and SWORN to before me this _____ day of _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____, _____
COMMISSION NO.:

**ELECTRONIC BID PROPOSAL INSTRUCTIONS - EXCEL SPREADSHEET
ROOF REPLACEMENT - REED PARK RECREATION CENTER
PROJECT NO. SP23-6**

Please read the following instructions carefully.

1. After opening this file re-save it as your company's name.
2. Open the BID FORM Sheet from the tabs below.
3. Input the unit price of the appropriate pay item in the Data Input cells.
4. Review all data input and check calculations to ensure accuracy of Bid.
5. Print 1 hardcopy of the "PROPOSAL" tab, BID FORM and the "SIGNATURE PAGE" tab.
6. Complete and sign the "Signature Page" document.
7. Submit hardcopy and electronic disk with Contract Documents and Specifications for Bid opening date.

AGREEMENT FOR USING ELECTRONIC BID PROPOSAL

By and Between: **GH2 Architects**, (ARCHITECT/ENGINEER) and RECIPIENT. The enclosed electronic media is provided pursuant to your request and is for your limited use in connection with your submittal of Bid Proposal for **Project No. SP23-6**. In no event shall the information be used for any other purpose or be released to third parties without the written consent of the ARCHITECT/ENGINEER. In the event of a discrepancy between the hard copy and this electronic media at delivery or in the future, the hard copy shall govern. ARCHITECT/ENGINEER hereby disclaims any and all liability for the consequences from use of the electronic media and makes no warranty or guarantee of accuracy. RECIPIENT shall assume full responsibility for the uses and consequences of the electronic media. It is agreed that ARCHITECT/ENGINEER has and retains ownership of the electronic media. ARCHITECT/ENGINEER does not warrant or guarantee that the electronic data is compatible with RECIPIENT'S computer hardware or software, and ARCHITECT/ENGINEER'S responsibility for the electronic media is limited to replacement of defective media for a period of thirty (30) days after delivery to RECIPIENT. By opening and using this FILE, You AGREE to these TERMS AND CONDITIONS.

**PROPOSAL
ROOF REPLACEMENT - REED PARK RECREATION CENTER
PROJECT NO. SP23-6**

TO: HONORABLE MAYOR
CITY OF TULSA, OKLAHOMA

THE UNDERSIGNED BIDDER, having carefully examined the drawings, specifications, and other Contract Documents of the above project presently on file in the City Clerk, City of Tulsa Oklahoma:

CERTIFIES THAT he has inspected the site of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, and materials necessary for construction, class and type of excavation, and all other factors affecting or which may be affected by the specified work; and

CERTIFIES THAT he has not entered into collusion with any other bidder or prospective bidder relative to the project and/or bid: and

HEREBY PROPOSES: to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to therein: to complete said work within **120 calendar days** after the work order is issued; and to accept in full payment therefore the amount set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

Basis of Award

IT SHOULD BE NOTED THAT THE LOWEST RESPONSIBLE BID SHALL BE DETERMINED BY THE TOTAL BASE BID PLUS ADDITIVE ALTERNATES NO. 1 thru 3. THE ITEMS IN ADDITIVE ALTERNATES NO. 1 thru 3 MAY OR MAY NOT BE INCLUDED IN THE CONTRACT AWARD AT THE SOLE DISCRETION OF THE CITY OF TULSA. ANY PROPOSAL SUBMITTED WITH THE ADDITIVE ALTERNATES No. 1 thru 3 INCOMPLETE SHALL BE CONSIDERED NON-RESPONSIVE.

Note: - Item numbers omitted are not a part of the Contract.

**PROPOSAL
ROOF REPLACEMENT - REED PARK RECREATION CENTER
PROJECT NO. SP23-6**

| BID ITEM | SPEC NO. | DESCRIPTION | UNIT | QTY | DATA INPUT UNIT PRICE | TOTAL EACH ITEM |
|----------|----------|-------------|------|-----|--------------------------|-----------------|
|----------|----------|-------------|------|-----|--------------------------|-----------------|

| BASE BID: | | | | | | |
|-----------------------|--------------------|---|-------|-------|---------|---------------------|
| 001 | Bid Docs & Div One | General Requirements | EA | 1 | | \$ - |
| 002 | 012100 | Owner Allowance | ALLOW | 75000 | \$ 1.00 | \$ 75,000.00 |
| 003 | 053000 | Steel Decking (Repair) | SF | 800 | | \$ - |
| 004 | 053000 | Steel Decking (Overlay) | SF | 800 | | \$ - |
| 005 | 053000 | Steel Decking (Replace) | SF | 800 | | \$ - |
| 006 | 061000 | Wood Decking (Replace) - (Alternate #2) | SF | 1000 | | \$ - |
| 007 | 061000 | Rough Carpentry | SYS | 1 | | \$ - |
| 008 | 070150 | Preparation for Re-Roofing | SYS | 1 | | \$ - |
| 009 | 074213 | Metal Wall Panels | SYS | 1 | | \$ - |
| 010 | 074646 | Fiber Cement Fascia - (Alternate #2) | LF | 60 | | \$ - |
| 011 | 075423 | Thermoplastic Polyolefin (TPO) Roofing System - (Base Bid) | SYS | 1 | | \$ - |
| 012 | 077100 | Roof Specialties - Pre-finished metal coping, parapet caps, fascia & gravel stops | LF | 350 | | \$ - |
| 013 | 077123 | Gutters & Downspouts | LF | 1100 | | \$ - |
| 014 | 077200 | Roof Accessories - Pipe Supports | EA | 53 | | \$ - |
| 015 | 077200 | Roof Accessories - Splashblocks | EA | 8 | | \$ - |
| 016 | 077213 | Manufactured Curbs | EA | 5 | | \$ - |
| 017 | 079200 | Joint Sealants | SYS | 1 | | \$ - |
| 018 | 086200 | Unit Skylights | EA | 4 | | \$ - |
| 019 | 095100 | Acoustial Ceiling Tiles | EA | 48 | | \$ - |
| 020 | 099000 | Painting | SF | 100 | | \$ - |
| 021 | 220500 | Plumbing Work | SYS | 1 | | \$ - |
| 022 | 224000 | Plumbing Fixtures - Roof Hydrant | EA | 1 | | \$ - |
| 023 | 224000 | Plumbing Work - Gas Line (Area B) | EA | 1 | | \$ - |
| 024 | 224000 | Plumbing - Roof Drain & Accessories | EA | 1 | | \$ - |
| 025 | 224000 | Plumbing - Existing Underground Drainage | SYS | 1 | | \$ - |
| 026 | 230500 | Mechanical Work | SYS | 1 | | \$ - |
| 027 | 230500 | Rooftop Unit - Remove and Reinstall | EA | 5 | | \$ - |
| 028 | 230500 | Temporary HVAC | WEEK | 1 | | \$ - |
| 029 | 260500 | Electrical Work | SYS | 1 | | \$ - |
| 030 | 260500 | Electrical Receptacles | EA | 1 | | \$ - |
| 031 | 260500 | Electrical - Conduit | SYS | 1 | | \$ - |
| TOTAL BASE BID | | | | | | \$ 75,000.00 |

| ADD ALTERNATE #1 - ROOF AREA "A" (Gym Roof Replacement) | | | | | | |
|--|--|---|-----|---|--|-------------|
| 032 | | Alternate pricing to include all work associated with Roof Area "A" | SYS | 1 | | \$ - |
| TOTAL ADD ALTERNATE #1 | | | | | | \$ - |

| ADD ALTERNATE #2 - ROOF AREA "E" (Roof Replacement) | | | | | | |
|--|--|---|-----|---|--|-------------|
| 033 | | Alternate pricing to include all work associated with Roof Area "E" | SYS | 1 | | \$ - |
| TOTAL ADD ALTERNATE #2 | | | | | | \$ - |

| ADD ALTERNATE #3 - ROOF AREA "D" (Roof Replacement) | | | | | | |
|--|--|---|-----|---|--|-------------|
| 034 | | Alternate pricing to include all work associated with Roof Area "D" | SYS | 1 | | \$ - |
| TOTAL ADD ALTERNATE #3 | | | | | | \$ - |

| | | | | | | |
|--|--|--|--|--|--|---------------------|
| TOTAL BASE BID plus ALTERNATES 1 thru 3 | | | | | | \$ 75,000.00 |
|--|--|--|--|--|--|---------------------|

| | |
|---|---------------------|
| BASE BID (ITEMS 001 thru 031) | \$ 75,000.00 |
| ADD ALT #1 | \$ - |
| ADD ALT #2 | \$ - |
| ADD ALT #3 | \$ - |
| TOTAL (BASE BID + ADD ALTERNATES [__ 1 thru 3 __]) | \$ 75,000.00 |

Enclosed is a () Bidder's Surety Bond, () Certified Check, () Cashier's Check for

_____ Dollars (\$ _____)
 Words Figures

which the City of Tulsa may retain or recover as liquidated damages in the event that the undersigned fails to enter into contract for the work covered by this proposal, provided the Contract is awarded to the undersigned within thirty (30) days, from the date fixed for opening of bids and the undersigned fails to execute said Contract and furnish the required bonds and other requirements as called for in these Contract Documents within thirty (30) days after award of Contract.

Dated at Tulsa, Oklahoma, this _____ day of _____, 20_____.

Respectfully submitted,

 (Complete legal name of company)

 (State of Organization)

By: _____
 Title: _____
 Printed Name: _____

ATTEST: _____
 Title: Corporate Secretary
 Printed Name: _____
 (SEAL)

Address: _____

Telephone Number: _____ Fax Number: _____

By signing above the bidder acknowledges receipt of the following Addenda (give number and date of each):

This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney.

Certificate of Secretary

The undersigned _____ (Assistant) Secretary of _____, a _____ corporation, (the "Corporation") hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the _____ day of _____, 20__.

RESOLVED, that _____ is authorized to execute and enter into bids, contracts, bonds, affidavits and any ancillary documents, on behalf of the Corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate this ___ day of _____, 20__.

(Signature)

Printed Name

(Assistant) Secretary

This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney.

Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by _____ on behalf of [Name of Company], LLC of bid proposals, contracts, affidavits and related documents in connection with [Name of Project] of the City of Tulsa.

DATED, this ____ day of _____, 20__.

Name printed: _____

Name Printed: _____

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]



PUBLIC WORKS
Engineering

DATE:
Month Day, Year

{Company Name}
(Address)
{City, State Zip}

RE: City of Tulsa Project No. {number and Title}

TO WHOM IT MAY CONCERN:

Please be advised that the City of Tulsa, Oklahoma, a municipal corporation, has contracted for the construction of a public improvement project as referenced above, and that pursuant to Title 68 § Section 1356 (10), sales on tangible personal property or services to be wholly consumed in the performance of such projects are exempt from Oklahoma and City of Tulsa Sales Tax when:

“...Any person making purchases on behalf of such subdivision or agency of the state 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 such subdivision or agency of this state and set out the name of such public subdivision or agency.”

This letter of authorization expires {Date.}

A photostatic copy of this letter may be considered as the original.

CITY OF TULSA

Paul D. Zachary, P.E.
Deputy Director

cc: Ryan McKaskle

HAS:JR:kt

STED-1

**CONTRACT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS
TULSA, OKLAHOMA**

THIS CONTRACT made and entered into the ____ day of _____, 2025, by and between ___ an (list state) _____ (Corporation or Limited Liability Company) of _____, Oklahoma, hereinafter called the "CONTRACTOR", and the CITY OF TULSA - TULSA, OKLAHOMA, a Municipal Corporation, herein called the "CITY."

WITNESSETH:

WHEREAS, the City has caused to be prepared the necessary Drawings, Specifications, and other Contract Documents for the public improvements herein described, and has invited bids for the construction thereof in accordance with the terms of this Contract, all of which is hereby designated as:

PROJECT NO. SP 23-6 ROOF REPLACEMENT REED PARK RECREATION CENTER

WHEREAS, the Contractor, in response to the Advertisement, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of this Contract; and,

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the above named Contractor to be the lowest responsible bidder for the work and has duly awarded to the said Contractor therefore, for the sum or sums named in the Contractor's bid, a copy of the Bid Form being attached to and made a part of this Contract;

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

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract as defined in the attached General Provisions, sometimes referred to as General Conditions in the Contract Documents, said documents forming the Contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct, and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid, or part thereof, as follows:

PROJECT NO. SP 23-6 ROOF REPLACEMENT REED PARK RECREATION CENTER

ARTICLE II. That the City shall pay to the Contractor for performance of the work embraced in this Contract, and the Contractor will accept as full compensation therefor, the sum (subject to adjustment as provided by the Contract) of _____ AND /100 Dollars (\$_____) for all work covered by and included in the Contract award and designated in the foregoing Article I; payments therefore to be made in cash or its equivalent, in the manner provided in the General Provisions.

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the City to proceed with the work to be performed hereunder, and shall complete the work within the number of consecutive calendar days after the authorized starting date, as stipulated below:

All Work Completed: 120 calendar days

ARTICLE IV. The sworn, notarized statement below shall be signed and notarized before this Contract will become effective.

ARTICLE V. Prior to submitting a final payment request, the Contractor shall furnish a lien waiver certifying that all subcontractors and suppliers have been paid.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals,

this _____ day of _____, 2025.

CITY OF TULSA, OKLAHOMA
a municipal corporation

By: _____

ATTEST: (SEAL)

Mayor

Date: _____

City Clerk

Date: _____

APPROVED:

APPROVED:

City Attorney

Date: _____

Director

Date: _____

CONTRACTOR

By: _____

Printed Name _____

Title

Date: _____

Title

Date: _____

ATTEST:

Corporate Secretary

(SEAL)

AFFIDAVIT

STATE OF _____)

)ss

COUNTY OF _____)

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

Signature

Subscribed and sworn to before me this _____ day of _____, 2025.

NOTARY PUBLIC

My Commission Expires:

_____, _____.

City of Tulsa Construction Escalation Process

| Step | Contractor Representative(s) | City of Tulsa Representative(s) | Process | Communication / Documentation | Resolution (**) | No Resolution | Typical Time Frame (***) |
|------|--|---|--|---|--|---|--|
| 1.0 | Superintendent | Construction Inspector | Field Meeting Request for Information (RFI) may apply | Phone, Text, Email, or RFI / Daily Report | Within Construction Documents | If not resolved within Construction Documents, escalate to 2.0 | Same day to 3 days |
| 2.0 | Superintendent | Construction Inspector Manager / Construction Inspector | Field Meeting Request for Information (RFI) may apply | Phone, Text, Email, or RFI / Daily Report | Within Construction Documents | If not resolved within Construction Documents, escalate to 3.0 | 1 day to 3 days |
| 3.0 | Project Manager / Superintendent | Construction Manager / Construction Inspector Manager / Construction Inspector Lead Engineer / Project Manager Design Consultant | Contractor submit RFI | Phone, Email, RFI / Daily Report, RFI Log, Progress Mtg | Additional information provided. Potential Allowance Authorization, Extension of Quantities, Change Order, or Other | If not resolved by additional information and within terms of contract, escalate to 4.0 | Within 10 calendar days (as ODOT 104.06.B) |
| 4.0 | Project Manager / Superintendent | Field Engineering Manager / Construction Manager Lead Engineer / Project Manager Design Consultant | Appeal Construction Manager's Decision | Email, RFI / Daily Report, RFI Log, Progress Mtg | Field Engineering Manager makes determination on appeal. Potential Allowance Authorization, Extension of Quantities, Change Order, or Other | If not resolved by additional information and within terms of contract, escalate to 5.0 | Within 10 calendar days (as ODOT 104.06.B) |
| 5.0 | Owner / Project Manager / Superintendent | PW Deputy Director and/or other Dept Design Manager / Field Engineering Manager / Construction Manager Lead Engineer / Project Manager Design Consultant | Appeal Field Engineering Manager's Decision | Email, RFI / Daily Report, RFI Log, Progress Mtg | PW Deputy Director and/or other Dept. Design Manager makes determination on appeal. Potential Allowance Authorization, Extension of Quantities, Change Order, or Other | If appeal is not resolved, escalate to 6.0 | Within 10 calendar days (as ODOT 104.06.B) |
| 6.0 | Owner / Project Manager / Superintendent | Director (*) / PW Deputy Director and/or other Dept Design Manager / Field Engineering Manager / Construction Manager Lead Engineer / Project Manager Design Consultant | Appeal PW Deputy Director's and/or other Dept. Design Manager's Decision | Email, RFI / Daily Report, RFI Log, Progress Mtg | Director makes determination on appeal. Potential Allowance Authorization, Extension of Quantities, Change Order, or Other | | Within 10 calendar days (as ODOT 104.06.B) |

(*) Director of the Department under whose authority construction is managed by Public Works Field Engineering. Public Works Deputy Director will notify Director of Public Works.

(**) Resolution - Complete information will assist in the most timely resolution. Each escalation step should address any information deficiencies and proposed resolutions, if any, that were unsatisfactory.

(***) Time frames - It is understood that special issues will require a more rapid response and escalation.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____, (hereinafter called the Contractor"), duly authorized by law to do business as a construction contractor in the State of Oklahoma, and _____ (hereinafter called the "Surety"), a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Oklahoma, as Surety, are hereby held and firmly bound unto the City of Tulsa, Tulsa, Oklahoma (hereinafter called the "City"), in the penal sum of

_____ Dollars (\$) in lawful money of the United States, for the payment of which, well and truly to be made unto the said City, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, as follows:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the Contractor has on the _____ day of _____, _____, entered into a written contract with the City of Tulsa, Tulsa, Oklahoma, for furnishing all materials, labor, tools, equipment, and transportation necessary for:

Project No. SP 23-6 Roof Replacement Reed Park Recreation Center

NOW, THEREFORE, if said Contractor shall well and truly perform and complete said project in accordance with said Contract, Advertisement for Bids, General Conditions, Instructions to Bidders, Bid Form, Plans and Specifications, and related documents, shall comply with all the requirements of the laws of the State of Oklahoma; shall pay as they become due all just claims for work or labor performed and materials furnished in connection with said contract, and shall defend, indemnify and save harmless said City against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims except as otherwise provided in said specifications and other contract documents, arising out of or in relation to the performance of said work and the provisions of said Contract, then these presents shall be void; otherwise, they shall remain in full force and effect.

This obligation is made for the use of said City and also for the use and benefit of all persons who may perform work or labor, or furnish any material in the execution of said Contract, and may be sued on thereby in the name of the City.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying same, shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition of the terms of the Contract, or to the work or to the specifications.

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

CONTRACTOR (Principal)

BY: _____ ATTEST: (SEAL)

Date: _____ Date: _____
Title: _____ Title: _____

Date: _____ Date: _____
Attorney In Fact ** Surety (SEAL)

**This date shall match the notarized certificate on the Power-of-Attorney
(Accompany this Bond with Power Of Attorney)

APPROVED AS TO FORM:

City Attorney Date: _____

City Clerk Date: _____

STATUTORY BOND

WHEREAS, the undersigned _____
has entered into a certain contract dated the _____ day of _____, _____,
designated as **Project No. SP 23-6 Roof Replacement Reed Park Recreation Center**
for the construction of certain public improvements Consisting of _____
_____ to be situated and constructed
on and through the property described in said Contract, including all of the work
mentioned and described in said Contract, and to be performed by the undersigned
strictly and punctually in accordance with the terms, conditions, drawings and
specifications thereof, on file in the office of the office of the City Clerk.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That
_____, as Principal, and _____

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

_____ Dollars (\$ _____) in lawful money of the United States, for the payment
of which sum well and truly to be made, we bind ourselves, our successors, and
assigns, jointly and severally firmly by these presents.

NOW, THEREFORE, if the said Principal shall fail or neglect to pay all indebtedness
incurred by Principal or sub-contractors 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.

The Surety, for value received, hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the contract or to the work to
be performed thereunder, or the specifications accompanying the same, shall in any
way affect its obligation on this bond, and it does hereby waive notice of any such
change, extension of time, alteration, or addition to the terms of the contract or to the
specifications.

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

CONTRACTOR (Principal)

BY:

ATTEST: (S E A L)

Date: _____
Title: _____

Date: _____
Title: _____

Date: _____
Attorney-In-Fact **

Date: _____
Surety (S E A L)

**This date shall match the date of the notarized certificate on the Power-of- Attorney.

(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM:

Date: _____
City Attorney

Date: _____
City Clerk

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,
and _____, a
corporation organized under the laws of the State of _____ and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of
Tulsa 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 Tulsa,
Oklahoma dated _____, _____, for

Project No. SP 23-6 Roof Replacement Reed Park Recreation Center

all in compliance with the drawings and specifications therefore, made a part of said
Contract and on file in the office of the City Clerk, Tulsa, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Tulsa,
Oklahoma, all damage, loss, and expense which may result by reason of defective
materials and/or workmanship in connection with said work, occurring within a period of
one (1) year for all projects, from and after acceptance of said project by the City of
Tulsa, Oklahoma; 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 Tulsa, Oklahoma, harmless from all damages, loss, and expense
occasioned by or resulting 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 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 so to do, the day and year first above written.

CONTRACTOR (Principal)

| | | | |
|------------------|-------------|---------|-------------|
| BY: | | ATTEST: | (S E A L) |
| _____ | Date: _____ | _____ | Date: _____ |
| Title: | | Title: | |
| _____ | Date: _____ | _____ | Date: _____ |
| Attorney-In-Fact | ** | Surety | (S E A L) |

** This date shall match the date of the notarized certificate on the Power of Attorney
(Accompany this Bond with Power-Of-Attorney)

APPROVED AS TO FORM: _____

_____ Date: _____
City Attorney

_____ Date: _____
City Clerk

AFFIDAVIT OF CLAIMANT

STATE OF _____

COUNTY OF _____

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____

Signature

Name: _____

Company: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

GENERAL
CONDITIONS

GENERAL CONDITIONS OF CONTRACT

GC-1. SCOPE:

The Contract stipulations, which follow, are general in scope and may refer to conditions that will not be encountered in the performance of the work included in this Contract, and which are not applicable thereto. Any requirements, provisions, or other stipulations of these General Conditions, which pertain to a nonexistent condition, and are not applicable to the work to be performed hereunder, shall have no meaning in the Contract.

The specifications and drawings are intended to supplement, but not necessarily duplicate each other. Together they constitute one (1) complete set of specifications and drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer.

Should anything be omitted from the specifications and drawings which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall request written clarification from the Engineer before proceeding with the construction affected by such omissions or discrepancies.

GC-2. CONTRACT DOCUMENTS :

It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Proposal, Contract, Statutory Bond, Performance Bond, Maintenance Bond, Power of Attorney, Certificates of Insurance, General Conditions, Specifications, Drawings, Addenda, and duly authorized Change Orders, together with any and all supplementary drawings furnished by the Engineer as and when required to make clear and to define in greater detail the intent of the contract, drawings, and specifications, other drawings, specifications, and engineering data furnished by the Contractor (when accepted by the Engineer), and instructions furnished by manufacturers of equipment for the installation thereof, are each and all included in this Contract, and the work shall be done in full compliance and accord therewith.

GC-3. DEFINITIONS:

Any word, phrase, or other expression defined in this paragraph and used in these Contract Documents shall have the meaning herein given:

1. "Contract" or "Contract Documents" shall include all of the documents and drawings mentioned in Paragraph GC-2.
2. "City" shall mean the City of Tulsa, Tulsa County, Oklahoma.
3. "Contractor" shall mean the entity named and designated in the Contract who has entered into this Contract to perform the work covered thereby, and its, his, or their duly authorized agents and other legal representatives.
4. "Engineer" shall mean the Director of Engineering Services, or the Architect or Engineers who have been designated, appointed, or employed by the City for this project, or their duly authorized agents; such agents acting within the scope of the particular duties entrusted to them in each case.
5. "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Engineer, limited in each case to the particular duties entrusted to him or them.
6. "Surety" shall mean any entity that executes, as surety, the Contractor's performance bond, maintenance bond, and statutory bond securing the performance of this Contract.

7. "Drawings" shall mean and include all drawings prepared by the City as a basis for proposals; all drawings submitted by the successful bidder with his proposal and by the Contractor to the City, when and as accepted by the Engineer, and all drawings submitted by the City to the Contractor during the progress of the work as provided herein.

8. "Subcontractor" shall mean a person, firm or corporation to whom any portion of this work has been sublet by the Contractor.

9. "Work" shall mean the task to be performed, necessary for the fulfillment of this Contract.

10. "Unit Price" shall mean the cost per specified unit of measurement of work and/or material.

11. "Lump Sum" shall mean the price of an item of work including all things necessary to complete the item as shown on the drawings and specifications. Such an item is not measured in units but is defined by description.

GC-4. MODIFICATIONS AND ALTERATIONS:

In executing the Contract, the Contractor agrees that the City shall have the right to make such modifications, changes, and alterations as the City may see fit, in the extent, or plan of the Work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of construction thereof, without affecting the validity of the Contract or the liability of the Sureties upon the performance of this Contract or the Statutory Bond.

Where any modification, change, or alteration increases the quantity of Work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of work actually done, either at Unit Prices included in the Contract, or in the absence of such unit, as extra Work. Modifications and alterations, which reduce the quantity of Work to be done, shall not constitute a claim for damages or for anticipated profits on Work involved in such reduction.

The Engineer shall determine, on an equitable basis, the amount of credit due the City for Work not performed as a result of modifications or alterations authorized hereunder; where the value of the omitted Work is not fixed by Unit Prices in the Contract; allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials and equipment required for use on the Work as actually built; and any other adjustment of the Contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. In this respect, such determination shall be final and binding only when approved by the Director of Public Works.

GC-5. CPM SCHEDULE AND DRAWINGS TO BE FURNISHED BY CONTRACTOR:

The successful contractor shall furnish a CPM schedule per ODOT 108.03B. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations, which will satisfy the Engineer that the work will be completed within the period stated in the Proposal. Monthly progress meeting will be conducted to maintain coordination between all project entities.

The Contractor shall furnish all shop, fabrication, assembly, foundation, and other drawings required by the specifications; drawings of equipment and devices, offered by the Contractor for review by the Engineer, shall be in sufficient detail to show adequately the construction and operation thereof; drawings of essential details of any change in design or construction proposed for consideration of the Engineer, by the Contractor in lieu of the design or arrangement required by the Contract or any item of extra work thereunder. The Contractor shall submit to the Engineer, the required number, of each copy of such drawing for the Engineer's review. After review by the Engineer, all such drawings shall become a part of the Contract Documents and the work or

equipment shown thereby shall be in conformity therewith unless otherwise required by the City.

The Engineer's check and acceptance of drawings submitted by the Contractor will be for, and will cover, only general conformity to the plans and specifications and will not constitute a blanket acceptance of all dimensions, quantities, and details of the material or equipment shown; nor shall such acceptance relieve the Contractor of his responsibility for errors contained in such drawings.

GC-6. CONTRACTOR'S BUSINESS ADDRESS:

The business address of the Contractor given in the bid or proposal upon which this Contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivery at the above named address or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor and the date of said service shall be the date of such delivery or mailing. Such address may be changed at any time by a written instrument, executed by the Contractor and delivered to the Engineer. Nothing contained herein shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

GC-7. CONTRACTOR'S RISK AND RESPONSIBILITY:

The performance of the Contract and the Work is at the risk of the Contractor until the final acceptance thereof and payment therefor. The Contractor shall take all responsibility of the Work, and shall bear all losses resulting because of the amount or character of the Work, or because the nature of the land in or on which the Work is done is different from what is assumed or expected, or on account of the weather, floods, fire, windstorm, or other actions of the elements, or any cause or causes, whatsoever, for which the City is not responsible. If the Work or any part or parts thereof is destroyed or damaged from any of the aforesaid causes, the Contractor, at his own cost or expense, shall restore the same or remedy the damage.

The Contractor shall, in a good and workmanlike manner, perform all Work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as otherwise expressly specified, necessary or proper to perform and complete all Work required by the Contract within the time herein specified, in accordance with the provisions of these Contract Documents and Drawings of the Work covered by this Contract, and any and all supplemental Drawings. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract, and shall complete the entire Work to the satisfaction of the Engineer and of the City.

GC-8. ASSIGNMENT AND SUBLETTING OF CONTRACT:

The Contractor shall give his personal attention to the fulfillment of this Contract, and shall not let, assign or transfer it or his right, title, or interest in any part thereof, by attorney or otherwise, or sublet any part of the Work to any other person without the prior consent of the City in writing.

Should any Subcontractor fail to perform his work in a satisfactory manner the Contractor upon notice from the City shall immediately terminate his subcontract. The Contractor shall be fully responsible to the City for the acts and omissions of his Subcontractor, and of persons either directly or indirectly employed by his Subcontractor. Nothing contained in these Contract Documents shall create any contractual relation between any Subcontractor and the City.

GC-9. CONTRACTOR'S REPRESENTATIVES:

The Contractor shall designate a person on the Work site to represent him when absent from the Work site.

GC-10. CONTRACTOR AND HIS EMPLOYEES:

The Contractor shall employ competent foremen, experienced mechanics, and others skilled in the Work in this Contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees. Contractor's employees directly employed to perform the Work shall

not be paid less than the prevailing minimum wage scale.

Necessary sanitary conveniences for the use of employees on the job site, properly secluded from public observation, shall be provided and maintained by the Contractor. The construction and location of the facility and disposal of the contents shall comply with all laws of the City and State, relating to health and sanitation regulations.

GC-11. CONTRACTOR'S RIGHT OF PROTEST:

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any record or ruling of the Engineers to be unfair, he shall, immediately upon such Work being demanded or such record or ruling being made, ask for written instructions or decisions, whereupon he shall proceed without delay to perform the Work or to conform to the record or ruling; and within ten (10) days after the date of receipt of written instructions or decision, he shall file a written protest with the Engineer, stating clearly and in detail the basis of his objections. Except for such protests and objections made of record in the manner herein specified and within the time stated, the records, rulings, or decisions of the Engineer shall be final and conclusive.

GC-12. INSURANCE AND BONDS:

The CONTRACTOR (and any subcontractors) shall carry and keep in force during this Contract, policies of insurance issued by an insurer authorized to transact business in Oklahoma in minimum amounts as set forth below or as required by the laws of the State of Oklahoma. The Contractor shall also furnish an Owner's Protective Policy in the same amounts naming the City of Tulsa as the assured, issued by the same insurance company as the Contractor's liability coverage and indemnifying the City of Tulsa against any and all actions, claims, judgments or demands arising from injuries of any kind and character sustained by any person or persons because of work performed by the Contractor.

General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000.00 for each occurrence.

Employer's Liability and Workmen's Compensation in the amounts as required by law.

The Contractor shall provide proof of such coverage:

- (a) By providing Certificate(s) of Insurance prior to the execution of this contract; and
- (b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of the payment request.

The Contractor shall not cause any required insurance policy to be cancelled or permit it to lapse. If the Contractor cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the City will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, a Contractor who fails to keep required insurance policies in effect may be deemed by the City to be in breach of contract, ineligible to bid on future projects, and/or ineligible to engage in any new contracts.

The Contractor shall execute and furnish a Statutory Bond for the protection of laborers, mechanics, and material men in a sum equal to one hundred percent (100%) of the contract price.

The Contractor shall execute and furnish a Performance Bond in a sum equal to one hundred percent (100%) of the contract price.

The Contractor shall execute and furnish a Maintenance Bond in a sum equal to one hundred percent (100%) of the contract price.

Prior to doing blasting, the Contractor shall furnish a Certificate of Insurance, which shall certify that any damage caused by blasting is within the coverage of the Contractor's liability insurance to the full limits thereof.

All bonds and insurance must be executed by a company licensed to do business in the State of Oklahoma and must be acceptable to the City.

GC-13. TIME FOR COMPLETION:

For all projects that will impact the public, a public meeting is required before any work is started. The City of Tulsa requires a minimum of 25 days' notice to get the public meeting scheduled and invitations mailed out.

The Work shall commence within ten (10) days from and after the date of a written work order from the City. The Contractor agrees that the Work shall be performed regularly, diligently, and uninterruptedly at a uniform rate of progress so as to ensure completion within the number of days after the day on which the work order is issued. If the Contractor fails to complete all Work within the time specified, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for breach of contract, the Sum of **Two Thousand Five Hundred Dollars (\$2,500.00)** for each and every calendar day beyond the date on which the work was to be completed. The said amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would sustain in such event. It is expressly understood and agreed that the said time for completion of the work described herein is a reasonable time for the completion of same.

The Contractor shall commence work within twenty-four (24) hours of traffic control devices being established at the project location. If the Contractor fails to commence work within twenty-four (24) hours of traffic control devices being established at the project location, then the Contractor agrees to pay the City, not as a penalty, but as liquidated damages the sum of **One Thousand Dollars (\$1,000.00)** per lane for each day of failure to commence work after the specified time set forth. The amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage the City would sustain in such event.

The Contractor will be required to provide a full-time, onsite English-speaking superintendent for this Work for direct contact with City and coordination of Subcontractors. A working foreman is not acceptable as a project superintendent. The superintendent shall be required to be present at the Work site whenever the Contractor or Subcontractors are performing Work. The superintendent shall be a representative of the Contractor with the authority to make decisions. If the Contractor fails to provide a non-working superintendent on a day when Work is being performed, the Contractor agrees to pay the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of **One Thousand Dollars (\$1,000.00)** for each and every calendar day it fails to provide a non-working superintendent at the Work site. This amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would sustain in such an event.

It is further agreed that time is of the essence as to each and every portion of this Contract and the specifications wherein a definite and certain time is fixed for the performance of any act whatsoever; and where under the Contract an allowance of additional time for completion of any Work is made, the new time fixed by such extension shall be of the essence of this Contract.

Failure to complete the Work within the specified time, as set forth in the Contract, may be grounds for disqualification for future consideration for contracts with the City of Tulsa.

Final acceptance of the Work is defined as the completion of the Work and the Contractor moving off the project site. No defined or additional Work is needed.

Contract Evaluation forms will be compiled by City staff upon completion of Work to provide a record of the Contractor's performance for use in subsequent projects.

GC-14. EXTENSIONS OF TIME:

Should the Contractor be delayed in the final completion of the Work by any act or neglect of the City or Engineer, or any employee of either, or strikes, injunctions, fire, or other causes outside of and beyond the control of the Contractor and which, in the opinion of the Engineer, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Engineer, shall be granted by the City, provided, however, that the Contractor shall give the City and the Engineer notice in writing of the cause of each delay on the "Extension of Time Request" form enclosed in these documents, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work.

The Contractor shall submit the "Extension of Time Request" form with each partial payment application. Failure to submit the Extension of Time Request with a partial payment application shall constitute a complete waiver of any claim for time extension for the period covered by the partial payment.

Extensions of time will not be granted for delays caused by unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for the equipment or materials a sufficient time in advance to ensure delivery when needed. Any extension of time granted by the City shall not release the Contractor and Surety herein from the payment of liquidated damages as provided in the General Conditions of this Contract, for a period of time not included in the original Contract or the time extension, as herein provided.

In no event shall the City be liable or responsible to the Contractor, Surety, or any person for or on account of any stoppage or delay of Work herein provided for by injunction or any other kind of legal, equitable proceedings, or from or by or on account of any delay from any other cause whatsoever.

GC-15. ENGINEER'S POWERS AND DUTIES:

The Engineer will provide general administration of the Contract, including performance of the functions hereinafter described.

The Engineer will be the City's representative during construction and until final payment. The Engineer will have authority to act on behalf of the City to the extent provided herein unless otherwise modified by written instrument, which will be shown to the Contractor. The Engineer will advise and consult with the City, and all of the City's instructions to the Contractor shall be issued through the Engineer. Nothing contained in the Contract documents shall create any contractual relationship between the Engineer and the Contractor.

The Engineer shall at all times have access to the Work as provided elsewhere herein. The Engineer will make periodic visits to the Work site to familiarize himself generally with the progress and quality of the Work and to determine in general whether the Work is proceeding in accordance with the Contract. On the basis of his on-site observations as Engineer, he will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work caused by the Contractor. The Engineer will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract. Based on such observations and the Contractor's applications for payment, the Engineer will determine the amounts owing to the Contractor and will issue certificates for payment in amounts as provided elsewhere herein.

The Engineer may provide one or more full-time project representatives to assist the Engineer in carrying out his responsibilities at the Work site. The duties, responsibilities and limitations of authority of the Engineer as the City's representative during construction as set forth herein will not be modified or extended without written consent of the City, the Contractor and the Engineer.

The Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

The Engineer shall decide the meaning and intent of any portion of the specifications, and of any plans or Drawings, where the same are found to be obscure or be in dispute; he shall have the right to correct any errors or omissions therein when such corrections are necessary to further the intent of said specifications, plans or Drawings; the action of such correction shall be effective from the date that the Engineer gives due notice thereof.

Any differences or conflicts, which may arise between the Contractor and other contractors with the City in regard to their work, shall be adjusted as determined by the Engineer.

Neither the Engineer's authority to act under this article or elsewhere in the Contract nor any decision made by the Engineer in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

Whenever in the Contract the terms "as ordered", "as directed", "as required", "as allowed", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used, to describe requirements, direction, review or judgement of the Engineer as to the Work, it is intended that such requirement, direction, review, or judgement will be solely to evaluate the Work for compliance with the Contract (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the Engineer shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of this General Condition.

GC-16. CITY'S RIGHT OF INSPECTION:

The City shall appoint or employ such engineers or inspectors as the City may deem proper to inspect the materials furnished and the work performed, and to determine whether said materials are furnished and work is performed in accordance with the Drawings and specifications therefor. The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Inspectors, for the proper inspection and examination of the Work and all parts thereof, even to the extent of uncovering or taking out portions of finished Work. Should the Work thus exposed or examined prove satisfactory, the uncovering or removing and the replacing of the covering or the making good of the parts removed shall be paid for by the City; however, should the Work exposed or examined prove unsatisfactory, the uncovering, taking out, replacing, and making good shall be at the expense of the Contractor.

Such inspection shall not relieve the Contractor of any obligation to perform said Work strictly in accordance with the Drawings and specifications or any modifications thereto as herein provided; and the Work not so constructed shall be removed and made good by the Contractor at his own expense; and free of all expense to the City, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection.

GC-17. SUSPENSION OF WORK ON NOTICE:

The Contractor shall delay or suspend the progress of the Work or any part thereof whenever he shall be so required by written order of the City or Engineer, and for such period of time as it or he shall require. Any such order of the City or Engineer shall not modify or invalidate in any way the provisions of this Contract.

GC-18. QUALITY OF WORKMANSHIP:

All workmanship shall be the best possible, both as to material and labor that could be demanded by these Contract Documents or if no specific description is given, it is understood that the best quality is required.

GC-19. SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK:

No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturday, Sunday, or legal holidays without the written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done, or of equipment, or in the case of an emergency.

GC-20. LAWS AND ORDINANCES:

The Contractor shall keep himself fully informed of all existing and current regulations of the City, county, state and national laws which in any way limit or control the actions or operations of those engaged upon the Work, or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all applicable ordinances, laws, and regulations; and shall protect and indemnify the City and the City's employees and agents against any claims or liability arising from or based on any violations of the same.

The contractor certifies that it and all of its Subcontractors to be used in the performance of the Contract are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O. S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

The Contractor shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act (ADA). It is understood that the program of the Contractor is not a program or activity of the City. The Contractor agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Contractor. Under no circumstances will Contractor conduct any activity which it deems to not be in compliance with the ADA.

GC-21. TAXES AND PERMITS:

Unless otherwise specified in these Contract Documents, the Contractor shall pay all sales, use, and other taxes that are lawfully assessed against the City or Contractor in connection with the Work included in this Contract and shall obtain all licenses, permits, and inspections required for the Work. Contractor shall comply with all zoning ordinances of the City, as provided in the Tulsa Zoning Code, Title 42 Tulsa Revised Ordinances and conform with all zoning requirements established by the Tulsa Metropolitan Area Planning Commission and the Board of Adjustment. Contractor can call the Indian Nations Council of Governments (INCOG) at (918) 584-7526, to determine if any zoning requirements must be met.

GC-22. PROTECTION OF PROPERTY:

The protection of City, state, and government monuments, street signs, and other City property is of prime importance, and if the same be damaged, destroyed, or removed, they shall be repaired, replaced, or paid for by the Contractor.

Work occurring within secured facilities will require the Contractor to obtain City of Tulsa issued ID badges for all employees and subcontractors requiring facility gate access. The Contractor will be responsible for all coordination with City Security as necessary to process background checks and issue badges. The City of Tulsa has the right to deny access to any individual based on evaluation of background check.

GC-23. PATENT RIGHTS:

All fees for any patented invention, article, or arrangement that is based upon, or in any manner connected with the construction, erection, or maintenance of the Work or any part thereof embraced in the Contract and these specifications, shall be included in the price stipulated in the Contract for said Work. The Contractor shall protect and hold harmless the City against any and all demands of such fees or claims.

GC-24. DEFENSE OF SUITS:

In case any action at law or suit in equity is brought against the City or any employer, officer, or agent thereof, for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things required by this Contract to be done or performed, or for injury or damage caused by negligence or willful act of the Contractor or his Subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of Subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the City and its employees, officers, and agents, and the Engineer and any employees, officers and agents thereof, of and from all losses, damages, costs, expenses, judgements, or decrees whatsoever arising out of such action or suit that may be brought without requiring said parties to give any notice thereof.

The City may suspend payments of any sum due or to become due for work done on this Contract until such claims, suits, actions, or proceedings are final and liability has been determined. The amount of such damages or liability shall be deducted from sums due or to become due on this Contract. The City will retain the sums mentioned above until the Contractor furnishes evidence that satisfactory settlement has been made. Any action taken by the City shall not excuse the Contractor for failure to perform this Contract or bar the City from legal action to recover from the Contractor the amount of damages or liability suffered in excess of the amount retained.

The Contractor shall furnish the City with satisfactory evidence upon demand that all persons who have done work on the Contract or furnished materials for the Contract have been paid in full. If such evidence is not furnished, the amount necessary to pay the lawful claims may be retained until such evidence is furnished, or if such evidence is not furnished, the City may apply any sums retained to valid claims and charge the amounts disbursed, including the costs of any action that may be necessary to prove or disprove the claims against the Contractor.

GC-25. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES:

The Contractor shall remove from the site of the Work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the Work, and upon his failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer ordering such removal, the condemned material or structures may be removed by the City and the cost of such removal be taken out of the money that may be due or may become due the Contractor by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other Contract under this project.

GC-26. EXTRA WORK:

If a modification increases the amount of the Work, and the added Work or any part thereof is of a type and character which can properly and fairly be classified under one or more Unit Price items of the Bid Form, then the added Work or part thereof shall be paid for according to the amount actually done and at the applicable Unit Price. Otherwise, such work shall be paid for as hereafter provided.

Claims for extra work will not be paid unless the City authorized the work covered by such claims in writing. The Contractor shall not have the right to take action in court to recover for extra work unless the claim is based upon a written order from the City. Payments for extra Work will be based on agreed lump sums or on agreed Unit Prices whenever the City and the Contractor agree

upon such prices before the extra Work is started.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Contractor shall submit to the Engineer, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost. The cost shall include only those extra costs for labor and materials expended in direct performance of the extra work and may include:

- (a) **Labor.** For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foremen are actually engaged in such work. An amount equal to fifteen (15) percent of the sum of the above items will also be paid the Contractor.
- (b) **Bond, Insurance, and Tax.** For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which cost no percentage will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.
- (c) **Materials.** For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such materials delivered on the Work site, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost ten (10) percent will be added.
- (d) **Equipment.** For any machinery or special equipment (other than small tools), including fuel, lubricants and transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operations on the Work, as provided in the ODOT Subsection 109.04 (b3), to which rental sum no percentage will be added.
- (e) **Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

The form on which field cost records are kept, the construction methods and the type and quantity of equipment used shall be submitted to the Engineer for approval.

Construction equipment which the Contractor has on the Work site and which is of a type and size suitable for use in performing the extra Work shall be used. The hourly rental charges for equipment, including all insurance, taxes, fuel, and operating costs, shall not exceed twelve (12) percent of the latest applicable Associated Equipment Distributors published monthly rental rates and shall apply to only the actual time the equipment is used in performing the extra Work.

When extra Work requires the use of equipment which the Contractor does not have on the Work site, the Contractor shall obtain the approval of the Engineer before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable Associated Equipment Distributors published rental rates.

The Contractor shall file with the Engineer, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes which are intended to be used in performing the Work covered by this Contract. These rates shall be subject to the review of the Engineer. This information will be used by the Engineer for computation of extra work as mentioned above; however, if the Contractor fails to file these lists with the Engineer prior to starting any Work covered by this Contract, then the Engineer's computation shall be based on average wages and rates paid on City work.

GC-27. PAYMENT FOR CONTRACTOR'S PLANT AND MISCELLANEOUS TEMPORARY WORK:

For providing plant, tools, and equipment, and for furnishing, erecting, maintaining, and removing scaffolding and construction plant, construction roads, camps, sanitary conveniences, temporary water supply, trestles, dewatering and other temporary works, the Contractor shall receive no direct payment, but compensation for them shall be considered as having been included in the prices stipulated for the appropriate items.

GC-28. BASIS OF PAYMENT FOR ITEMS OF WORK:

The Contractor shall be paid for all Work performed under the Contract based on the Engineer's computations of as-built quantities and the Contractor's Unit Price or Lump Sum bid per item. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the Work; for all loss or damage, because of the nature of the work, the action of the elements or any unforeseen obstruction or difficulty which may be encountered in the performance of the Work, and for which payment is not specifically provided; for all expense incurred by or because of any suspension or discontinuance of all or any part of the Work; and for faithfully completing the Contract according to the Drawings and specifications and requirements of the Engineer.

GC-29. PAYMENTS:

(1) Partial: If the work is progressing in good and workmanlike manner and if the Contractor is faithfully carrying out the terms of this Contract, approximate estimates of the work done shall be made by the Engineers between the first and fifteenth of each calendar month, including labor actually performed and supplies or materials actually used or incorporated in the Work, and an allowance will be made for acceptable materials satisfactorily delivered, stored and secured on the site of the Work in such amount as can be incorporated in the Work within a reasonable time. The City shall have a lien as owner on any materials stored on the site of the Work.

Each partial estimate for payment shall contain or have attached an affidavit in the form found in this book of specifications, as required by law.

The Contractor shall submit with each partial pay estimate a complete list of vendors and suppliers with itemized purchases and invoices from each vendor. Each list shall contain the name of the contractor or Subcontractor ordering the materials or supplies, and the specific use or placement of each of the materials purchased by the City of Tulsa for this project in accordance with Article IIB of the Contract. At the direction of the Contractor, the City of Tulsa will withhold retainage in the amount of 5% on materials and supplies to be purchased under the terms of this Contract.

Each month that work is performed for which payment is due, the Contractor shall submit to the Engineer an application for such payment, provided said payment is not less than \$1,000.00, and, if required, receipts or other vouchers from Subcontractors showing his payments to them shall be submitted.

Each estimate shall be of the approximate value of all work performed and materials in place or delivered to the Work site, determined as aforesaid from the beginning of this contract to the date fixed for the current estimate, from which shall be deducted five percent (5%) or a lesser amount approved by the City, and, in addition thereto, all previous payments and all other sums withheld under the foregoing provisions of this Contract, the remainder to become due and payable; after the estimate has been reviewed and signed by the Engineer the City shall pay the estimate in the regular manner in the amount determined as due unless it shall be known by the City that there is good reason under the terms of this Contract for withholding same.

When the Contractor has completed Work constituting more than fifty percent (50%) of the total Contract amount, the retainage will continue at two and one-half percent (2.5%) for the balance

of the remaining work; provided, however, that the City or its duly authorized representative has determined that satisfactory progress is being made and upon approval by the Surety.

The Contractor may withdraw any part or the whole of the amount which has been retained from partial payment to the Contractor pursuant to the terms of Contract, upon depositing with or delivery to the City:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury bills, or
- (2) General Obligation Bonds of the State of Oklahoma, or
- (3) Certificates of Deposit from a state or national bank having its principal office in the State of Oklahoma.

No retained amount shall be withdrawn which would represent an amount in excess of the market value of the securities at the time of deposit or of the par value of such securities, whichever is lower.

All partial estimates are subject to correction in the final estimate.

(2) Final Payment:

When this contract, in the opinion of the Engineer, shall be completely performed on the part of the Contractor, the Engineer shall proceed with all reasonable diligence to measure up the Work and shall make out the final estimate for the same, and shall, except for cause herein specified, give to the Contractor, within thirty (30) days after receiving said certificate, an order on the City for the balance found to be due, excepting therefrom such sum or sums as may be lawfully retained under any of the provisions of the Contract; PROVIDED, that nothing herein contained shall be construed to affect the rights of the City hereby reserved to reject the whole or any portion of the aforesaid Work should the said estimate and certificate be found or known to be inconsistent with the terms of this Contract or otherwise improperly given; PROVIDED, that if, in case after the work hereunder has been accepted and final payment made, it shall be discovered that any part of the Contract has not been fully performed or has been done in an improper or faulty manner, the Contractor shall immediately remedy such defect, or, in case of neglect to do so within a reasonable time after notice thereof, shall be liable for and shall pay to the City the cost of remedying such defect or a sum equal to the damages sustained thereby, as the City shall elect, and the acceptance of and final payment for the Work shall be no bar to suit on any bond against any principal or principals, or Surety or Sureties, or both, given for the due performance of the Contract, or for the recovery of such cost or the equivalent of such damage.

The City will pay to the Contractor interest at the rate of three-fourths percent (3/4%) per month on the final payment due the Contractor. For lump sum contracts, the interest shall commence thirty (30) days after the Work under the Contract has been completed and accepted and all required material certifications and other documentation required by the Contract have been furnished the City by the Contractor and shall run until the date when the final payment or estimate is tendered to the Contractor. For contracts bid by Unit Prices, the interest will commence sixty (60) days after the above conditions are satisfied. When contract quantities or the final payment amount is in dispute, the interest-bearing period will be suspended until the conclusion and settlement of the dispute.

GC-30. CONTRACTOR REIMBURSEMENT FOR SURETY BOND:

For contracts of \$1,000,000.00 or more, the Contractor may receive reimbursement for the cost of the surety bonds after issuance of a work order. To receive reimbursement, the Contractor shall submit a standard partial payment form and affidavit, and a copy of the surety bond invoice. The final partial payment estimate will be reduced by the amount paid for surety bond reimbursement.

GC-31. RELEASE OF LIABILITY AND ACCEPTANCE:

The acceptance by the Contractor of the final payment shall operate as, and shall be a release to the City and every employee, officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for or relating to the Work, or for any act or neglect of the City or of any person relating to or affecting the Work, and, following such acceptance, no person, firm, or corporation other than the signer of this Contract as Contractor, will have any interest hereunder, and no claim shall be made or be valid, and neither the City nor any employees, officers, or agents thereof shall be liable or be held to pay any money, except as herein provided.

It shall be the duty of the Engineer to determine when the Work is completed and the Contract fulfilled, and to recommend its acceptance by the City. The Work herein specified to be performed shall not be considered finally accepted until the City has accepted all the Work.

GC-32. RIGHT OF CITY TO TERMINATE CONTRACT:

If the Work to be done under this Contract shall be abandoned by the Contractor, or if this Contract shall be assigned by him otherwise than as herein provided, or if the Contractor should be adjudged bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer shall certify in writing to the City that the performance of the Work under this Contract is being unnecessarily delayed, or that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of the Contract; or if the work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended, then the City may serve written notice upon the Contractor and his Surety of said City's intention to terminate this Contract, and unless within five (5) days after service of such notice upon the Contractor, a satisfactory arrangement is made for the continuance of the Contract, this

Contract shall cease and terminate. In the event of such termination, the City shall immediately serve notice upon the Surety and Contractor, and the Surety shall have the right to take over and complete the Work, provided, however, that if the Surety does not commence performance thereof within fifteen (15) days from the date of said notice of termination, the City may take over the Work and perform same to completion, by Contract or otherwise, for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the City for any and all excess cost sustained by the City by reason of such performance and completion. In such event the City may take possession of and utilize in completing the Work, all such materials, equipment, tools, and plants as may be on the site of the Work and necessary therefor. The Contractor shall not receive any other payment under the Contract until said Work is wholly finished, at which time, if the unpaid balance of the amount to be paid under the Contract shall exceed the expense incurred by the City in finishing the Work as aforesaid, the amount of the excess shall be paid to the Contractor, but if such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City.

GC-33. ADMINISTRATIVE COSTS AND FEES:

Cash Improvements - In the event the improvements are to be paid for in cash, the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, flushings, and pipe testing, shall be paid by the City unless otherwise provided for in these Contract Documents.

Assessment Improvements: In the event the improvements are to be paid for by the issuance of special assessment bonds, the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, flushing, pipe testing, and other authorized costs shall be added to the contract price and paid for in the same manner as the other Work included in this Contract. The Contractor shall pay the City the amount of said charges before the execution and delivery of the special assessment bonds or other payments. If the Contractor fails, neglects, or refuses to pay said charges within thirty (30) days after the bonds are ready for delivery, he shall pay the City interest at the rate of seven percent (7%) per annum and shall be liable for same in a civil suit. The Contractor shall pay the pipe testing fees directly to the testing laboratory.

GC-34. PAYMENT OR ACCEPTANCE NOT A WAIVER BY CITY:

Neither acceptance by the City or the Engineer or any employee of either nor any order by City for the payment of money, or the payment thereof, nor any taking of possession by City, nor the granting of any extension of time, shall operate as a waiver of any rights or powers of the City hereunder, and in the event that after the Work hereunder has been accepted and final payment made, it should be discovered that any part of this Contract has not been fully performed, or has been done in a faulty or improper manner, the Contractor shall immediately remedy such defect, or in the event of neglect to do so within a reasonable time after notice thereof, shall be liable for and shall pay to City the cost of remedying such defect, or a sum equal to the damage caused thereby, as City may elect. The acceptance of the Work or final payment therefor shall be no bar to suit against the Contractor or Surety, or both.

GC-35. CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE:

Contractor further agrees, without cost other than is specially provided for in this Contract, at any and all times during one (1) year next following the completion and final acceptance of the Work embraced in this Contract, without notice from City, to repair or rework any work that fails to function properly due to defective material or workmanship and to indemnify, save harmless and defend the City from any and all suits and actions of every description brought against City for, or on account of injuries or damages alleged to have been received or sustained by any party or parties by reasons of, or arising out of the failure of Contractor to repair or rework any work where such failures have occurred, which said injuries or damages are alleged to have been received or incurred within one (1) year from the final acceptance of the Work hereunder, and to pay any and all judgements that might be rendered against City in any suits and actions, together with such expenses or attorney fees expended or incurred by City in the defense thereof, and Contractor hereby expressly waives any notice that might by law be required to be given to them by City of any defect, break, settling, or failure or of any other condition that might be the cause of injury or damage to any person on account of which a claim or suit might be made or filed against City, or a judgement taken for damages against City. It is expressly agreed that the acceptance of the Work by City shall constitute no bar against any person injured or damaged by the failure of the Contractor to perform all of his covenants and agreements hereunder from maintaining an action against the Contractor, or against City from enforcing its rights against the Contractor hereunder.

GC-36. NOTICES:

Any notices or other communications hereunder may be given to Contractor at the address listed in the Proposal, to the Surety at the office of the Attorney-in-Fact signing the bond or at Surety's home office address on file with the Insurance Commissioner of the State of Oklahoma, and to City in care of the Deputy Director of Public Works, or at such other place as may be designated in writing. The delivery to such address, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof, and the date of said service shall be the date of such delivery or mailing.

GC-37. RELATION TO OTHER CONTRACTORS:

Nothing herein contained and nothing marked upon the Drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory or right-of-way provided. The City and its employees, officers, and agents for any just purpose, and other contractors of the City for any purpose required by their respective contracts, may enter upon or cross this territory or occupy portions of it or take materials therefrom as directed or permitted. When two or more contracts are being executed at one time on the same or adjacent land in such manner that the work on one contract may interfere with the work on another, the Engineers shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of men, machines, or appliances for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineers to the contractor desiring it, to the extent, amount, in the manner

and at the time permitted. Any decision regarding the method or time of conducting the work or the use of the territory shall not be made the basis of claims for delay or damage except as otherwise stipulated. The Contractor shall not cause any unnecessary hindrance or delay to any other contractors on the premises, and shall bear all damages done to the work of such other contractors by him or by his employees.

GC-38. PARTIAL OCCUPANCY AND USE:

The City, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially completed portions of the Work site when such occupancy and use are in the City's best interest, notwithstanding completion of the entire project.

Such partial occupancy and use shall be upon the following terms:

- a. The Engineer shall make an inspection of the portion or portions of the Work concerned, and report to the City his findings as to the acceptability and completeness of the Work. The Engineer's report shall include a list of items to be completed or corrected before final payment.
- b. The City, upon acceptance of the Engineer's report, shall give written notice to the Contractor of the City's intention to occupy and use said portions of the Work site. The City's notice shall include a copy of the Engineer's report, shall clearly identify the portions of the Work site to be occupied and used, and shall establish the date of said occupancy and use.
- c. From the date thus established, the City shall assume all responsibilities for operation, maintenance, and the furnishing of water, gas, and electrical power for the portions of the Work site thus occupied and used. The City shall have the right to exclude the Contractor from those portions of the Work site but shall provide the Contractor reasonable access to complete or correct necessary items of Work.
- d. The one-year guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project, except as to any items of mechanical or electrical equipment such as pumps, blowers, process equipment, instrumentation, controls, metering equipment, heating, and ventilating equipment and similar items having movable or operable components, and any of which are thus used by the City. For said equipment, the one-year warranty shall start from the date established in the written notice from the City.
- e. Occupancy or use of any space in the Work site shall not constitute acceptance of Work not performed in accordance with the Contract, nor relieve the Contractor of liability to perform any Work required by the Contract but not completed at the time of said occupancy and use.
- f. The Contractor shall not be held responsible for normal wear and tear or damage resulting from said occupancy, except to the extent that such damage is covered by the one-year guarantee.
- g. The partial occupancy and use of any portions of the Work site by the City shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the Contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment, as set forth in the General Conditions.

**SPECIAL
PROVISIONS**

SPECIAL PROVISION
SUPPLEMENTAL CONTRACT REQUIREMENTS
PROJECT NO. SP 23-6 ROOF REPLACEMENT
REED PARK RECREATION CENTER

1. Apparent lowest, responsible bidder shall return their signed contract documents (including bonds and insurance) to the City of Tulsa, Contract Administration Section 175 E. 2nd Street, 13th Floor, OK 74103 within fifteen (15) days after notification by the City.
2. If the apparent lowest, responsible bidder provides their signed contract documents (including bonds and insurance) and the contract is executed by the City, the Pre-Construction Conference for this project will be held within sixty (60) days after bid opening.
3. The Notice to Proceed or written work order (NTP) will be issued in the normal time period (approximately within ten (10) days of the Pre-Construction Conference).

The City will grant up to **Zero (0) days** for a delayed (flexed) NTP after the Pre-Construction Conference. No delayed (flexed) NTP above this amount will be granted unless approved by the City Engineer or designee.

4. There will be no additional compensation due to the use of a delayed (flexed) NTP.
5. This Special Provision does not alter the Public Meeting requirements (and public notice) defined in the General Conditions.

SPECIAL PROVISIONS
INSURANCE REQUIREMENTS

In reference to Ordinance No. 24616 Adoption of State Specification for Highway Construction, Section 107.12 shall be modified as follows:

The CONTRACTOR (and any subcontractors) shall carry and keep in force during this Contract, policies of insurance issued by an insurer authorized to transact business in Oklahoma in minimum amounts as set forth below or as required by the laws of the State of Oklahoma. The CONTRACTOR shall also furnish an Owner's Protective Policy in the same amounts naming the City of Tulsa as the assured, issued by the same insurance company as the CONTRACTOR'S liability coverage and indemnifying the City of Tulsa against any and all actions, claims, judgments or demands arising from injuries of any kind and character sustained by any person or persons because of work performed by the CONTRACTOR.

General Liability Insurance with a bodily injury and property damage combined single limit of not less than \$1,000,000.00 for each occurrence.

Employer's Liability and Workmen's Compensation in the amounts as required by law.

The CONTRACTOR shall provide proof of such coverage:

- (a) By providing Certificate(s) of Insurance prior to the execution of this contract; and
- (b) By submitting updated Certificate(s) of Insurance with each and every subsequent request for payment. The Certificate(s) should show that the policies are current and should be dated within 30 days of payment request.

The CONTRACTOR shall not cause any required insurance policy to be cancelled or permit it to lapse. If the CONTRACTOR cancels, allows to lapse, fails to renew or in any way fails to keep any required insurance policy in effect, the City will suspend all progress and/or final payments for the project until the required insurance is obtained. Further, a CONTRACTOR who fails to keep required insurance policies in effect may be deemed by the City to be in breach of contract, ineligible to bid on future projects, and/or ineligible to engage in any new contracts.

The Contractor shall execute and furnish a Statutory Bond for the protection of laborers, mechanics, and material men in a sum equal to one hundred percent (100%) of the contract price.

The Contractor shall execute and furnish a Performance Bond in a sum equal to one hundred percent (100%) of the contract price.

The Contractor shall execute and furnish a Maintenance Bond in a sum equal to one hundred percent (100%) of the contract price.

Prior to doing blasting, the Contractor shall furnish a Certificate of Insurance, which shall certify that any damage caused by blasting is within the coverage of the Contractor's liability insurance to the full limits thereof.

All bonds and insurance must be executed by a company licensed to do business in the State of Oklahoma and must be acceptable to the City.

SPECIAL PROVISIONS GENERAL

1. Work Days: All work to be completed within **120 calendar days** for the Base Bid.
2. No work shall be done between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturday, Sunday, or legal holidays without the prior written approval or permission of the Engineer in each case, except such work as may be necessary for the proper care, maintenance, and protection of work already done, or of equipment, or in the case of an emergency.
3. Traffic Control: All work shall be done in cooperation with the City to establish, install, maintain and operate complete, adequate and safe traffic control during the entire construction period. Barricades, signs, lights, flags and all other traffic control devices shall meet the requirements and specifications of the Standard Drawings entitled "Typical Applications of Traffic Control Devices" and shall be approved by the Traffic Engineer of the City of Tulsa. Two-way traffic shall be maintained at all times, unless otherwise approved by the Engineer. All contractors shall contact the City of Tulsa Traffic Engineering Section before removing or replacing traffic devices, detector loops and street signs. A traffic plan must be submitted for any temporary street closure at least 2 working days prior to planned closing.
4. Contractor shall provide an acceptable 10' straightedge for this Project. All transverse joints shall be straight edged and approved by the Engineer. Surface elevations will meet ODOT 401.04 and all other contract requirements.
5. The Engineer may do quality assurance testing in addition to that performed by the Contractor. The Engineer or a testing laboratory designated by the Engineer will do any testing for quality assurance. The City will pay all costs of quality assurance.
6. Full depth sawing of patches is required. This area to be removed shall be marked by the Contractor under the direction of the Engineer. The Contractor will provide personnel and equipment for marking of the patches as directed by the Engineer. Cost of full depth sawing shall be included in bid item for patching areas.
7. Areas to be patched shall be delineated in a straight-line geometric pattern. When completed, the patch shall be level and provide a smooth riding surface. Portland Cement Concrete patches will be protected from all traffic for a minimum period of 24 hours before removal of protective devices. No open excavations will be left overnight.
8. All asphalt patch work will require that asphalt rollers and an asphalt laydown machine be available for use on the job as directed by the Engineer.

9. Contractor will be required to employ the use of an Automatic Grade Referencing System. The equipment shall be capable of accurately and automatically establishing grades along each edge of the machine by referencing the existing pavement by means of a ski or joint matching shoe, or from an independent grade control. Minimum length of ski shall be 40'.
10. Prior to application of tack coat, the street shall be blown clean with compressed air to the satisfaction of the Engineer.
11. The tack coat must be uniformly distributed and adequately cured prior to beginning the overlay.
12. Contractor shall be responsible for cleanup and/or removal of any excessive over spray of any tack coat material to the satisfaction of the Engineer.
13. Debris from routing of cracks and cold milling shall be swept and vacuumed from the street to the satisfaction of the Engineer.
14. Contractor will be responsible for preparation and distribution of a written notice to residents within 48 hours of beginning milling and overlay operations. Costs associated with this requirement will be included in other items of work.
15. Contractor shall provide a continuous work effort towards total completion of the work in an area prior to moving to a different location.
16. No masonry structures shall be used in street right of way. Either precast or cast-in-place structures shall be used.
17. No lifting holes will be allowed in any reinforced concrete pipes or reinforced concrete boxes.
18. No fly ash is allowed to be used on this project.
19. The Contractor certifies that it and all of its Subcontractors to be used in the performance of the Contract are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O. S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
20. **Driveways.** Access to properties and businesses adjacent to the right of way must be provided and maintained at all times unless otherwise directed/approved by the Engineer. The Contractor will contact the business or property owner at least 5 days in advance of any driveway closure. Driveways and patches in front of driveways, which are removed, shall not be left unusable overnight. If concrete cannot be placed the same day as removal, the Contractor shall furnish screening or other suitable aggregate material to maintain temporary access until concrete

can be placed. The cost of placing and removing the material for temporary access shall be included in the pay item for Concrete Driveway (High Early Strength). **Failure to leave any driveway usable will subject the Contractor to a \$1000.00 per day fine for each and every calendar day that the driveway remains non-useable.** The only exception for a driveway to be non-useable is to allow for curing time for concrete. Cure time will not exceed 48 hours.

21. Driveways in excess of 18-feet in width shall be constructed in half-sections and access shall be maintained at all times.
22. Contractor shall prepare and present a schedule and plan for lane and driveway closures throughout the project. The Contractor shall include in the plan, driveway signage for local business access. Payment for signs will be included under the pay item "**Signage for Local Business Access**" and will be paid for by the square foot. Coordination with the City of Tulsa and local business operators shall be required before a driveway schedule and plan is approved.
23. Contractor shall coordinate with the City of Tulsa and local business operators to identify opportunities to perform weekend or "after business hours" construction on driveways to minimize impacts to the area.
24. Local and through traffic shall be maintained at all times through the project unless otherwise permitted by the Engineer. All public and private streets shall be accessible at all times. All detours, horizontal traffic movements, etc. are directly related to the sequence of work; therefore, the Contractor shall proceed with his construction operation in conformity with the details shown on the plans and as required by this special provision.
25. Traffic must be handled appropriately through the entire project during construction and it shall be the responsibility of the Contractor to provide for the safety and comfort of the traveling public at all times. The Contractor shall be required to give the traveling public at least **five (5) days** advance notice of any lane and/or street closures.
26. The Contractor may propose/recommend modifications to the sequence of work for consideration by the Engineer. Any major recommended modification by the contractor shall include any changes to the various pay items, impact to traffic, and effect of overall project in time and cost, etc. The Contractor shall not proceed with any construction operations based on a revised phase/sequence until the Contractor obtains written approval from the Engineer.

27. Two lanes shall remain open to traffic, one in each direction, throughout all phases of construction, unless otherwise approved/directed by the Engineer. Left turn lanes shall remain open to traffic throughout all phases of construction, unless otherwise approved/directed by the Engineer. Transitions from pavement elevations through construction areas to access driveways or intersections shall be the Contractor's responsibility. Contractor shall maintain signs and markings on a continuous basis.

SPECIAL PROVISIONS
OWNER ALLOWANCE

The "Owner Allowance" may be used for various work and miscellaneous items not specifically identified in the Contract Documents with the following provisions:

- A. The allowance shall be used for cost of design and construction, including all materials, labor, equipment, profit and overhead, of work items not specifically identified in the Construction Documents, or included in original pay items bid for the contract.
- B. The allowance shall be utilized only at the discretion of the City of Tulsa. Any balance remaining at the completion of the Project will be retained by the City of Tulsa.
- C. The Contractor shall provide, to the City of Tulsa, a written request for the use of any allowance, including a schedule of values and associated backup information, including validity of need, materials, labor, equipment, and time required to perform the associated work.

Contractor shall proceed with the allowance work only after receiving written permission from the City of Tulsa. Proceeding with associated allowance work without written permission from the City of Tulsa will be at the Contractor's sole expense.

SPECIAL PROVISIONS**SUBSTANTIAL COMPLETION****1.1 SUBSTANTIAL COMPLETION**

- A. Re: General Conditions
- B. Substantial Completion shall mean; the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Professional of Record, City Special Projects, City Field Engineering, and the User Group/Tenant are in agreement that the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially complete" as applied to all or part of the Work refer to Substantial Completion thereof.
- C. When Contractor considers the entire Work ready for its intended use Contractor shall notify the Professional of Record, Owner (City Special Projects, City Field Engineering), and User Group/Tenant in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request the Professional of Record issue a certificate of Substantial Completion.
- D. Promptly after Contractor's notification, Professional of Record, Owner (City Special Projects, City Field Engineering), and User Group/Tenant shall make an inspection of the Work to determine the status of completion. If the Professional of Record does not consider the Work substantially complete, Professional of Record will notify Contractor in writing giving the reasons therefor.
- E. If Professional of Record considers the Work substantially complete, Professional of Record will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.
- F. Final Inspection: Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Professional of Record will promptly make a final inspection with Owner (City Special Projects, City Field Engineering) and User Group/Tenant and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

END OF SECTION

SPECIAL PROVISIONS
ENVIRONMENTAL ISSUES

1.1 ENVIRONMENTAL ISSUES

- A. Contractor shall immediately report to Owner (City of Tulsa):
 - 1. Any environmental issue, whether observed, uncovered, exposed, caused or created;
 - 2. Any activity, action or failure to act, which may be causative of increased environmental liability, degradation of the environment, or that could adversely affect or impact human health and/or safety.
- B. No action by Owner shall be deemed to relieve Contractor of these requirements.
- C. All Work performed and all Work subcontracted shall comply with all Local, State and Federal laws and regulations.
- D. Disposal of any material, including but not limited to waste, excess, spoil, or overburden, shall be done in a manner to comply with any and all Local, State and Federal laws and regulations.

END OF SECTION

SPECIAL PROVISIONS
REMOVAL OF CASTINGS

All water, sanitary sewer, and storm sewer manhole castings, lids, frames, curb hoods, grates, hydrants, valves, and other fittings removed as part of any construction project are property of the City of Tulsa. Contractor will not take ownership.

All storm sewer and sanitary sewer castings shall be salvaged and delivered by the contractor to the Underground Collections North Sewer Base Stockyard at 9319 East 42nd Street North. Contractor will coordinate the return of such items with the Stockyard personnel at 918-669-6130.

All hydrants, valves, and other fittings from abandoned water mains shall be salvaged and delivered by the contractor to the South Yard at 2317 South Jackson Avenue. Contractor will coordinate the return of such items with the South Yard personnel at 918-596-9401.

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SPECIAL PROVISIONS**UTILITY RELOCATIONS AND DESIGN ISSUES****1.1 UTILITY RELOCATIONS AND DESIGN ISSUES**

- A. It is the intent of this specification to provide no more than seventy five (75) calendar days due to delays caused by required utility relocations and required design clarifications. Should the Contractor be delayed in the final completion of work by any utility relocation or design issue, additional days as determined by the Engineer shall be granted by the City. However, the Contractor shall give the Engineer notice in writing of the cause of the delay in each case on the Extension of Time Request Form enclosed in these documents, and agrees that any claim shall be fully compensated for by the provisions of this specification to complete performance of the work. An adjustment will not be made to the Contract time bid for incentive purposes.
- B. Any time granted for utility relocations or design issues up to (75) calendar days will be in addition to the number of days shown in the Proposal for computation of disincentive and liquidated damages.

END OF SECTION

SPECIAL PROVISIONS

CITY OF TULSA PROJECT SECURITY

1.1 CITY OF TULSA PROJECT SECURITY

- A. All employees of Contractor that will be on site will be required to register with the City of Tulsa Construction Manager and will be issued an identification badge specific to this project that must be worn for access to the project and to work on site. Visitor badges will be issued for persons temporarily on site such as material delivery persons.
- B. The requirements for Project Security at all times are as follows: Per Oklahoma State law [O.S. Title 57, §583-584](#), anyone required to register as a sex offender do so with the City of Tulsa Construction Manager, all employees must be legal citizens of the U.S./or have current work visa. All employees and must have valid identification for background investigation, which includes U.S. Driver's license, Social Security card, birth certificate, passport, and/or INS card. The Contractor must certify to the City of Tulsa Construction Manager that they have not employed any person on this site that does not meet these requirements.
- C. The requirements for project security once the building shell is in place, the building closed in, and indoor work commences are as follows: No employees that have felonies within ten years; note, any misdemeanors or felonies within twenty years are subject to scrutiny; No employees that have current criminal proceedings regarding sex offenses, acts of violence, fraud, embezzlement, and/or burglaries; and No employees with outstanding warrants. All employees of Contractor on site will be required to have an Oklahoma State Bureau of Investigation Criminal History Record Information check processed and on file with this Contractor. This Contractor shall be responsible for the expense of said background checks as part of this package. The Contractor must certify to the City of Tulsa Construction Manager that they have not employed any person on this site that does not meet the requirements.
- D. There is no cost for badges or background checks as long as badges are returned after the project is completed. However if a badge is issued and subsequently lost, there is then a \$15 replacement fee charged before a new badge is issued.

END OF SECTION

PROJECT MANUAL FOR

REED PARK RECREATION CENTER

ROOF REPLACEMENT

PROJECT NO. SP23-6

PARKS, CULTURE AND RECREATION DEPARTMENT

CITY OF TULSA, OKLAHOMA

ARCHITECT:
GH2 ARCHITECTS, LLC
320 S. BOSTON, SUITE 100
TULSA, OK 74103
918.587.6158

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END OF SECTION

SECTION 01 1000 - SUMMARY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Reed Park Recreation Center Re-roof. Work consist of removing the existing roof sytem down to deck, repairing substrates and installing a new roofing system.
 - 1. Project Location: 2425 N Hartford Ave, Tulsa, OK 74106.
 - 2. Owner: City of Tulsa
- B. Architect Identification: The Contract Documents were prepared for Project by GH2 Architects, LLC; 320 S. Boston, Suite 100, Tulsa, Oklahoma, 74103; 918.587.6158 (Phone).

1.3 CONTRACT

- A. Project will be constructed under a general construction contract.

1.4 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be

fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.5 MISCELLANEOUS PROVISIONS

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 1400 - WORK RESTRICTIONS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy of site and use by the public.
 - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. The Contract sum and the schedule for payments are described in the Form of Agreement.
 - 3. Payments upon substantial completion and completion of the Work are described in the General Conditions and in Section 01 7000 Execution and Closeout Requirements of these Specifications.
 - 4. The Owner's Representative's approval of applications for progress payment and final payment may be contingent upon the Owner's Representative's approval of status of Project Record Documents as described in Section 01 7839 Project Record Documents, of these Specifications.
 - 5. Schedule of Values - Section 01 2973.
 - 6. Final Payment check list.

1.2 QUALITY ASSURANCE

- A. Prior to start of construction, secure the Owner's Representative's approval of the schedule of values required to be submitted.
- B. During progress of the work, modify the schedule of values as approved by the Owner's Representative to reflect changes in the contract sum due to change orders or other modifications of the Contract.
- C. Base requests for payment on the approved schedule of values.

1.3 SUBMITTALS

- A. Formal submittal: Unless otherwise directed by the Owner's Representative:
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certificate for Payment", plus continuation sheet or sheets, or other form as approved by Owner.
 - 2. Sign and notarize the Application and Certificate for Payment and City of Tulsa's "Affidavit of Claimant".
 - 3. Submit the original of the Application and Certificate of Payment plus two (2) identical copies of the continuation sheet or sheets to the Owner.
 - 4. Owner will, upon approval, disburse directly to the Contractor. Normal billings to the City are approved within 30 calendar days.

B. First Payment Request Check list:

1. The following documents or tasks are required to be approved prior to the first payment.
 - a. Construction Schedule: Reference Section 01 3216
 - b. Submittal Log: Reference Section 01 3400
 - c. Substitutions Request (30 days): Reference Section 01 2500
 - d. Schedule of Values: Reference Section 01 2973
 - e. Construction Photographs: Reference Section 01 3233
 - f. Project Sign Installation: Reference Section 01 5000
 - g. Pre-Construction Photo or Video: Reference Section 01 5513
 - h. Site Protection Installation: Reference Section 01 5513

C. Final Payment Request Check List:

1. The following documents or tasks are required to be approved prior to Final Payment.
 - a. City of Tulsa Affidavit for Payment: Reference TUL-373-G
 - b. Application marked "Final": Reference Project Manual
 - c. Consent of Surety to Final Payment: Reference Project Manual
 - d. Affidavit of Payment of Debts & Claims: Reference Project Manual
 - e. Subcontract & General Contract
 - 1) Affidavit of Release of Liens: Reference Project Manual
 - 2) Owner's Representative: Reference Project Manual
 - 3) SBE Actual Usage: Reference Project Manual
 - 4) Record Documents: Reference Section 01 7839
 - 5) Operation & Maintenance Data: Reference Section 01 7300

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 2100 - ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Refer to bid proposal form for additional information.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Allowances.

1.3 WORK COVERED BY ALLOWANCES

- A. An Allowance as listed on the Bid Proposal Form has been provided in the contract for unforeseen conditions.
- B. The Allowance shall be used for the cost of materials, labor, installation, and overhead and profit for additional work required or requested by the Owner, that is not identified in the Construction Documents, and not included in the Base Bid.
- C. The Allowance shall be used only at the discretion of the City of Tulsa.
- D. The Contractor shall provide, to the City of Tulsa Representative, a written request for the use of the allowances, with a schedule of values, and associated backup information.
- E. The Contractor shall proceed with Work included in the allowances only after receiving a written order, from the City of Tulsa Representative, authorizing such work. Proceeding with Work in the allowance without a written order from the City of Tulsa Representative will be at the Contractor's cost.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 2200 - UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Refer to bid proposal form for additional information.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for unit costs.

1.3 DEFINITIONS

- A. Unit cost is an amount proposed by bidders, stated on the Bid Proposal Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit costs include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: Refer to Bid Proposal Form for description of Work that requires establishment of unit costs. Methods of measurement and payment for unit costs are specified on the Bid Proposal Form.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit costs and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Costs: A list of unit costs is included on the Bid Proposal. Specification Sections included in the Project Manual contain requirements for materials and systems described under each unit price.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 LIST OF UNIT COSTS

- A. Refer to Bid Proposal Form.

END OF SECTION

SECTION 01 2300 - ALTERNATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of Alternate.
 - 2. Include as part of each alternate, all modifications and adjustments of adjacent Work as necessary to completely and fully integrate Alternate into the project.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included within the Summary of Pay Quantities on the Drawings. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 2500 - SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Product options and substitutions.

1.2 QUALITY ASSURANCE

- A. To the greatest extent possible, provide products, materials and equipment of a singular generic kind and from a single source.
- B. Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected. Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selection.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

- A. Requirements Included:
 - 1. The Contract is based on the standards of quality established in the Contract Documents.
 - 2. All products proposed for use, including those specified by required attributes and performance, shall require approval by the Owner's Representative before being incorporated into the work.
 - 3. Do not substitute materials, equipment or methods unless substitution has been specifically approved for this work by the Owner's Representative and Owner.
- B. Products List:
 - 1. At the time of execution of the Contract, submit to the Owner's Representative five copies of complete list of major products which are proposed for installation and require submittals.
 - 2. Tabulate products by specification section number and title.
 - 3. Said list shall be utilized as a submittal log to track submittal process.
- C. Contractor's Options:
 - 1. For products specified only by reference standard, select product meeting that standard by any manufacturer.
 - 2. For products specified by naming several products or manufacturers, select any one of products and manufacturers named which complies with specifications.
 - 3. For products specified by naming one or more products or manufacturers and stating "or equal", "or equal as approved by the Owner's Representative" or "approved substitute", etc., in the Contract Documents do not assume that materials, equipment, or methods will be approved as equal unless the item has been specifically approved for this work by the Owner's Representative and Owner. Submit a request for substitutions for any product or manufacturer which is not specifically named. The decision of the Owner's Representative and

Owner shall be final.

D. Substitutions:

1. Within a period prior to 10 calendar days before the bids are due, the Owner's Representative will review considerations for substitutions. Within the 10 calendar day window before the bids are due, no substitution requests will be accepted. After the end of that period, requests will be considered only in case of product unavailability or other conditions beyond the control of Contractor.
2. Submit separate request for each substitution on form provided by the Owner.
3. The Contractor shall support each request with;
 - a. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents, product identification, including manufacturer's name and address, manufacturer's literature, product description, reference standards, performance and test data, samples as applicable, name and address of similar projects on which product has been used, and date of each installation.
 - b. Itemized comparison of the propose substitution with product specified; list significant variations.
 - c. Data relating to changes in construction schedule.
 - d. Any effect of substitution on separate contracts.
 - e. List of changes required in other work or products.
 - f. Accurate cost data comparing proposed substitution with product specified.
 - g. Amount of net change to Contract Sum.
 - h. Designation of availability of maintenance services, sources of replacement materials.
4. Substitutions will not be considered for acceptance when:
 - a. They are indicated or implied on shop drawings or product data submittals without a formal request from Contractor.
 - b. They are requested directly by a subcontractor or supplier.
 - c. Acceptance will require substantial revision of Contract Documents.
5. Substitute products shall not be ordered or installed without written acceptance of Owner's Representative and Owner.
6. Owner's Representative will recommend acceptability of proposed substitutions.

E. Owner's Representative Duties:

1. Review Contractor's requests for substitutions with reasonable promptness.
2. Recommend to Owner acceptance or rejection of request.
3. Notify Contractor, in writing, of decision to accept or reject requested substitution.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 2663 - CHANGE ORDERS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Make such changes in the work, in the contract sum, in the contract time of completion or any combination thereof as are described in written Change Orders signed by the Owner and the Owner's Representative and issued after execution of the Contract, in accordance with the provisions of this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

1.3 SUBMITTALS

- A. Make submittals directly to the Architect at the address indicated in Section 01 1000, Summary and send City of Tulsa - Field Engineering transmittal notice.
- B. Submit the number of copies called for under the various items listed in this Section.

1.4 PRODUCT HANDLING

- A. Maintain a "Register of Field Orders and Change Orders" at the job site, accurately reflecting current status of all pertinent data.
- B. Make the Register available to the Owner and his Representative for review at his request.

1.5 PROCESSING CHANGES INITIATED BY THE OWNER

- A. Should the Owner contemplate making a change in the work or a change in the contract time of completion the work, or a change in the contract time of completion, the Owner will issue a "Request for Proposal (RFP)" to the Contractor.
 - 1. RFP's will be dated and will be numbered in sequence.
 - 2. The RFP will describe the contemplated change and will carry one of the following instructions to the Contractor:
 - a. Make the described change in the work at no change in the contract sum and no change in the contract time of completion;
 - b. Promptly advise the Owner as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

- B. If the Contractor has been directed by the Owner to promptly advise him as to credit or cost proposed for the described change, the Contractor shall:
 - 1. Analyze the described change and its impact on costs and time;
 - 2. Secure the required information and forward it to the Owner for review;
 - 3. Meet with Owner as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;
 - 4. Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Owner in writing when such avoidance no longer is practicable.

1.6 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

- A. Should the Contractor discover a discrepancy among the Contract Documents, a concealed condition or other cause for suggesting a change in the work, a change in the contract sum or a change in the contract time of completion, he shall notify the Owner as required by pertinent provisions of the Contract Documents.

1.7 PROCESSING CHANGE ORDERS AND PERFORMING INCLUDED IN CHANGE ORDERS

- A. Change Orders will be dated and will be numbered in sequence.
- B. The Change Order will describe the change or changes, will refer to the Request(s) for Proposal involved, and will be prepared by the Owner.
- C. Should the Contractor disagree with the stipulated change in contract sum or change in contract time of completion, or both:
 - 1. The Contractor shall issue a letter signed by the Contractor and stating the reason or reasons for the Contractor's disagreement.
 - 2. The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.
- D. No work associated with a Change Order is to be performed prior to receipt of a signed and approved Change Order from the Owner. Any Change Order work performed by the Contractor without a signed and approved Change Order will be at the Contractor's expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 2900 - APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. The Contract sum and the schedule for payments are described in the Form of Agreement.
 - 3. Payments upon substantial completion and completion of the Work are described in the General Conditions and in Section 01 7000 Execution and Closeout Requirements of these Specifications.
 - 4. The Owner's Representative's approval of applications for progress payment and final payment may be contingent upon the Owner's Representative's approval of status of Project Record Documents as described in Section 01 7839 Project Record Documents, of these Specifications.
 - 5. Schedule of Values - Section 01 2973.
 - 6. Final Payment check list.

1.2 QUALITY ASSURANCE

- A. Prior to start of construction, secure the Owner's Representative's approval of the schedule of values required to be submitted.
- B. During progress of the work, modify the schedule of values as approved by the Owner's Representative to reflect changes in the contract sum due to change orders or other modifications of the Contract.
- C. Base requests for payment on the approved schedule of values.

1.3 SUBMITTALS

- A. Formal submittal: Unless otherwise directed by the Owner's Representative:
- B. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certificate for Payment", plus continuation sheet or sheets, or other form as approved by Owner.
- C. Sign and notarize the Application and Certificate for Payment and City of Tulsa's "Affidavit of Claimant".
- D. Submit the original of the Application and Certificate of Payment plus two (2) identical copies of the continuation sheet or sheets to the Owner.

- E. Owner will, upon approval, disburse directly to the Contractor. Normal billings to the City are approved within 30 calendar days.
- F. First Payment Request Check list:
 - 1. The following documents or tasks are required to be approved prior to the first payment.
 - a. Construction Schedule: Reference Section 01 3216
 - b. Submittal Log: Reference Section 01 3400
 - c. Substitutions Request (30 days): Reference Section 01 2500
 - d. Schedule of Values: Reference Section 01 2973
 - e. Construction Photographs: Reference Section 01 3233
 - f. Project Sign Installation: Reference Section 01 5000
 - g. Pre-Construction Photo or Video: Reference Section 01 5513
 - h. Site Protection Installation: Reference Section 01 5513
- G. Final Payment Request Check List:
 - 1. The following documents or tasks are required to be approved prior to Final Payment.
 - a. City of Tulsa Affidavit for Payment: Reference TUL-373-G
 - b. Application marked "Final": Reference Project Manual
 - c. Consent of Surety to Final Payment: Reference Project Manual
 - d. Affidavit of Payment of Debts & Claims: Reference Project Manual
 - e. Subcontract & General Contract
 - 1) Affidavit of Release of Liens: Reference Project Manual
 - 2) Owner's Representative: Reference Project Manual
 - 3) SBE Actual Usage: Reference Project Manual
 - 4) Record Documents: Reference Section 01 7839
 - 5) Operation & Maintenance Data: Reference Section 01 7300

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 2973 - SCHEDULE OF VALUES

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work as specified herein and in other provisions of the Contract Documents.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. Schedule of values is required to be compatible with the "Continuation Sheet" accompanying applications for payment as described in Section 01 2900.

1.2 QUALITY ASSURANCE

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Owner's Representative provide copies of the subcontracts or other data acceptable to the Owner's Representative substantiating the sums described.

1.3 SUBMITTALS

- A. Prior to first application for payment, submit a proposed schedule of values to the Owner and Owner's Representative.
 - 1. The following should appear as a line item where applicable:
 - a. Work shall be broken down by site when multiple sites are involved.
 - b. Description of work shall include, but not limited to, the following as applicable:
 - 1) Bonds and Insurance.
 - 2) General Conditions (Layout, temporary facilities, mobilization).
 - 3) Demolition.
 - 4) Rough Carpentry
 - 5) Metal Wall Panels
 - 6) TPO Roofing System
 - 7) Sheet Metal Flashing and Trim
 - 8) Roof Specialties
 - 9) Manufactured Gutters and Downspouts
 - 10) Roof Accessories
 - 11) Sealants
 - 12) Unit Skylights
 - 13) Exterior Painting
 - 14) Plumbing

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- 15) HVAC
 - 16) Electrical
 - 17) Alternate #1
 - 18) Alternate #2
 - 19) Alternate #3
- 2. Meet with Owner's Representative and determine additional data, if any, required to be submitted.
 - 3. Secure the Owner's and Owner's Representative's approval of the schedule of values prior to submitting first application for payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 3119 - PROJECT MEETINGS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: To enable orderly review during progress of the work and to provide for systematic discussion of issues, the Owner's representative and engineer or architect will conduct project meetings throughout the construction period. The Contractor shall be present at such meetings.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are not the Owner's Representative responsibility and normally are not part of project meetings content.

1.2 QUALITY ASSURANCE

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.
- B. The Owner's representative and engineer or architect shall be notified of all such meetings one week in advance.

1.3 SUBMITTALS

- A. Agenda items: To the maximum extent practicable, advise the Owner's representative and engineer or architect at least 24 hours in advance of project meetings regarding items to be added to the agenda.
- B. Job notes:
 - 1. The engineer or architect will compile job notes of each project meeting and will furnish copies to the Contractor and to the Owner .
 - 2. Recipients of copies may make and distribute such other copies as they wish.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 MEETING SCHEDULE

- A. Except as noted below for Pre-construction Meeting, project meetings will be held semi-monthly, at the Owner's representative and engineer or architect's discretion.

- B. Coordinate as necessary with the Owner's representative and engineer or architect to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

- A. The Owner's representative and engineer or architect will establish meeting location.

3.3 PRE-CONSTRUCTION MEETING

- A. A Pre-construction meeting will be scheduled prior to work commencing.
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 - 2. The Owner will advise other interested parties, including the Owner's Representative, and request their attendance.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items.
 - 1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers and Owner's Representative.
 - 2. Channels and procedures for communication.
 - 3. Construction schedule, including sequence of critical work and closing of any facilities.
 - 4. Contract documents, including distribution of required copies of original documents and revisions.
 - 5. Human Rights discussion of hiring practices.
 - 6. Processing of shop drawings and other data submitted to Owner's Representative for review.
 - 7. Rules and regulations governing performance of the work.
 - 8. Procedures for safety and first aid, security, quality control, housekeeping and related matters.
 - 9. Location of underground utilities.
 - 10. Notification procedures for adjacent property owners.

3.4 PROJECT MEETINGS

- A. Attendance:
 - 1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the work.
 - 2. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the work is involved.
- B. Minimum agenda:
 - 1. Review, revise and approve job notes of previous meetings.
 - 2. Review progress of the work since last meeting, including status of submittals for approval.
 - 3. Identify problems which impede planned progress.
 - 4. Develop corrective measures and procedures to regain planned schedule.
 - 5. Complete other current business.
- C. Revisions to job notes:

1. Unless published job notes are in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
2. Persons questioning published job notes shall reproduce and distribute copies of the question to all indicated recipients of the particular set of job notes.
3. Questions to job notes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION

SECTION 01 3216 - CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: To assure adequate planning and execution of the work so that the work is completed within the number of calendar days allowed in the Contract and to assist the Owner's Representative in appraising the reasonableness of the proposed schedule in evaluating progress of the work and assessing liquidated damages for breach of contract. Prepare and maintain the schedules and reports described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. Construction period: Form of Agreement.

1.2 QUALITY ASSURANCE

- A. Time for completion: The work shall be commenced within ten (10) days from the date of the Notice to Proceed from the City. The Contractor agrees that the work shall be prosecuted regularly, diligently and uninterruptedly at a uniform rate of progress so as to ensure completion within the contracted calendar days as stated in the Bid Proposal. It is expressly understood and agreed that the said time for completion of the work described herein is a reasonable time for the completion of same.
 - 1. If the Contractor fails to substantially complete the work of the contract as indicated within the time specified, then the Contractor agrees to pay to the City, not as a penalty, but as liquidated damages for such breach of contract, the sum as noted in the General Conditions for each and every calendar day of failure to complete the work after the specified time set forth in the Bid Proposal. The said amount is fixed and agreed upon because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. A Certificate of Substantial Completion must be executed by the Owner's Representative and Contractor stating the contract status. At Substantial Completion, a project must be available for Owner's intended purpose.
- B. Perform data preparation, analysis, charting and updating in accordance with standards approved by the Owner's Representative.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 3400.
- B. Preliminary analysis: Within ten calendar days after the Contractor has received the Owner's Notice to Proceed, submit one reproducible copy and four prints of a preliminary construction schedule prepared in accordance with Part 3 of this Section.

- C. Construction schedule: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit one reproducible copy and four prints of a construction schedule prepared in accordance with Part 3 of this Section.
- D. Periodic reports: Submit with each application for payment on the first working day of each month. Following the submittal described in Paragraph 1.03 C. above, submit four prints of the construction schedule updated as described in Part 3 of this Section.

PART 2 PRODUCTS

2.1 CONSTRUCTION ANALYSIS

- A. Graphically show by bar-chart the order and interdependence of all activities necessary to complete the work and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram.
- B. Include, but do not necessarily limit indicated activities to:
 - 1. Project mobilization.
 - 2. Submittal and approval of Shop Drawings and Samples.
 - 3. Procurement of equipment and critical materials.
 - 4. Fabrication of special material and equipment, and its installation and testing.
 - 5. Final cleanup.
 - 6. Final inspecting and testing.
 - 7. All activities by the Owner's Representative that effect progress, required dates for completion, or both, for all and each part of the work.

PART 3 - EXECUTION

3.1 PRELIMINARY ANALYSIS

- A. Contents:
 - 1. Show all activities of the Contractor under this work for the period between receipt of Notice to Proceed and submittal of construction schedule required under Paragraph 1.03 C. above.
 - 2. Show the Contractor's general approach to remainder of the work.
 - 3. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.
- B. Submit in accordance with Paragraph 1.03 B. above.

3.2 CONSTRUCTION SCHEDULE

- A. As soon as practicable after receipt of Notice to Proceed, complete the construction analysis in preliminary form, meet with the Owner's Representative and engineer or architect, review contents of the proposed construction schedule and make all revisions agreed upon.
- B. Submit in accordance with Paragraph 1.03 C. above.

3.3 PERIODIC REPORTS

- A. As required under Paragraph 1.03 D. above, update the approved construction schedule.
 - 1. Indicate "actual" progress in percent completion for each activity.
 - 2. Provide written narrative summary of revisions causing delay in the program and an explanation of corrective actions taken or proposed.

3.4 REVISIONS

- A. Make only those revisions to approved construction schedule as are approved in advance by the Owner and engineer or architect.

END OF SECTION

SECTION 01 3233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.1 DISTRIBUTION

- A. Work included: Provide photographs taken at the specified stages during construction.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limit to, General Conditions, Supplementary Conditions and Sections in division 1 of these Specifications.
 - 2. Section 01 5513: Site Access.

1.2 QUALITY ASSURANCE

- A. Digital camera or equal.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 3400.

PART 2 - PRODUCTS

2.1 CONSTRUCTION PHOTOGRAPHS

- A. Provide JPEG formatted pictures on USB flash drive media:
 - a. A minimum of 12 views per site per bi-monthly during construction.
- B. Provide the following on each picture:
 - 1. Job name.
 - 2. Location from which photographed.
 - 3. Date of photograph.
- C. Retain the file for at least two years following date of substantial completion, and provide additional pictures to the Owner during that period at the prevailing commercial rates for such prints.
- D. Do not permit pictures to be issued for any other purpose without specific written approval from the Owner.

PART 3 EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHY

- A. Except as otherwise specifically approved by the Owner's Representative make the pictures within two calendar days of the date of the Contractor's application for progress payment.

Roof Replacement - Reed Park Recreation Center - Project #SP23-6

1. To the maximum extent practicable, make pictures at approximately the same time of day throughout progress of the work.
 2. When inclement weather is anticipated, consult with the Owner's Representative and determine acceptable alternative arrangements.
- B. Except as otherwise specifically approved by the Owner's Representative, take the pictures from three separate locations around the work.
1. Select the locations to provide diversified overall views of the work from positions which are expected to remain accessible throughout progress of the work.
 2. Identify each location by word description, by marked drawing, or by such other means as acceptable the Owner's Representative to enable future pictures to be taken from the same position.
 3. When so directed by the Owner's Representative because of the stage of construction, change one or more of the locations to new locations inside or outside the buildings the Owner's Representative directs.
- C. Make each picture clear, in focus, with high resolution and sharpness, and with minimum distortion.
- D. Submit photographs monthly with Application for Payment.

END OF SECTION

SECTION 01 3400 - SUBMITTALS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. Procedures:

1. Wherever possible throughout the Contract Documents the minimum acceptable quality of workmanship and materials has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance.
2. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for their review by the Owner's Representative and engineer or architect.
3. Make all submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.

B. Construction progress schedules.

C. Schedule of values.

D. Shop drawings, product data and samples.

E. Manufacturer's instructions and certificates.

F. Submittal log.

1.2 RELATED REQUIREMENTS

A. Individual requirements for submittals are described in pertinent sections of these Specifications.

B. Related work:

1. Section 01 2500: Substitutions Procedures.
2. Section 01 4529: Testing Laboratory Services.
3. Section 01 7000: Execution and Closeout Requirements.

1.3 QUALITY ASSURANCE/CONTRACTOR RESPONSIBILITIES

A. Coordination of submittals: Before each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item, and the submittal for it, conforms in all respects with the requirements of the Contract Documents. Coordinate with other trades as required. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

B. Grouping of submittals: Unless otherwise specified, make all submittals in groups containing all associated items to ensure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract Documents and the Contractor shall be strictly liable for all

delays so occasioned.

- C. Timing: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing deliveries.
- D. Notify Owner's Representative in writing with submittal of any deviations in submittals from Contract Document requirements.
- E. Do no fabrication or work which requires submittals until accepted by the Owner's Representative.

1.4 SUBMITTAL SCHEDULE

- A. Compile a complete and comprehensive schedule of all submittals anticipated to be made during progress of the work. Include a list of each type of item for which Contractor's drawings, shop drawings, certificates of compliance, material samples, guarantees or other types of submittals are required. Adhere to the schedule except when specifically otherwise permitted. Submittal log is for Owner's Representative and Owner to track review.
- B. Coordinate the schedule with all necessary subcontractors and materials suppliers to ensure their ability to adhere. Coordinate as required to ensure the grouping of submittals.
- C. Revise and update the schedule on a monthly basis to reflect conditions and sequences. Promptly submit revised schedules to Owner's Representative for review and comment.

1.5 SCHEDULE OF VALUES

- A. Refer to Section 01 2973: Schedule of Values.

1.6 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.7 Shop Drawings:

- 1. Present in clear and thorough manner, with details referenced to sheet, detail, schedule or room numbers shown on Contract Drawings. Provide quantity directed by Owner's Representative.
- B. Product Data:
 - 1. Preparation: Clearly mark each copy to identify pertinent products or models. Show performance characteristics and capacities, dimensions and clearances required, and wiring or piping diagrams and controls.
 - 2. Modify manufacturer's standard drawings, diagrams and literature to delete information not applicable to work and supplement information specifically applicable to the work.
- C. Samples:
 - 1. Office samples: Provide in quantity and size directed, complete with integrally related parts and attachment devices and illustrating functional characteristics of product and full range of color, texture and pattern.

2. Field samples/mock-ups: Erect at project site at location acceptable to Owner's Representative in size or area specified in other specification sections. Fabricate to be complete and finished. Remove at conclusion of work or when directed.
- D. Make submittals promptly and in such sequence as to cause no delay in work.
- E. Submission Requirements:
1. Quantity required:
 - a. Shop drawings: One (1) unfolded reproducible transparency and seven (7) opaque reproductions.
 - b. Submit seven (7) index brochures of mechanical and electrical submittals (manufacturer's literature and drawings) for final approval and distribution.
 - c. Product data: Submit seven (7) copies each. Complete catalogs will not be acceptable. Manufacturer's regular catalog sheets will be acceptable if they indicate completely all specification requirements. When manufacturer's catalog sheets are submitted, material not directly connected with subject shall be completely lined out. Where drawings cover several sizes or types of construction they shall clearly indicate size or type of construction to be used including a schedule identifying each piece of equipment. Sheets of submittals containing more than five different items of equipment shall be assembled in an index brochure.
 2. Submittal contents:
 - a. Submission date and dates of any previous submissions.
 - b. Project title and number.
 - c. Names of Contractor, supplier and manufacturer.
 - d. Identification of product, with specification section number.
 - e. Field dimensions, clearly identified as such.
 - f. Applicable standards, such as ASTM, Federal Spec numbers, etc.
 - g. Relation to adjacent or critical features of work or materials.
 - h. Identification of deviations from Contract Documents.
 - i. Identification of revisions on resubmittals.
 - j. Contractor certification of submittal review, to include product verification, field measurements, quantities, coordination with adjacent equipment structural members, or architectural features, and coordination of information within submittal with requirements of work and Contract Documents. Certification may be by stamp of approval or a letter of transmittal containing a statement to the effect that they have been reviewed. Uncertified submittals will be rejected.
- F. Resubmission Requirements:
1. Make corrections or changes required by Owner's Representative and resubmit until accepted.
 2. Shop drawings and product data: Revise and resubmit as specified for initial submittal; indicate any changes which have been made other than those requested by Owner's Representative.
 3. Samples: Submit new samples as required for initial submittal.
 4. Resubmission of structural shop drawings and product data: Resubmit finalized drawings and product data. File copy to Owner's Representative and Owner; field copy to field office. Resubmit all subsequent changes with changes and dates noted.

- G. Distribution:
 - 1. Distribute reproductions of shop drawings and product data which carry Owner's Representative and Owner's stamp of approval to job site and record documents file, other affected contractors, subcontractors and supplier or fabricator.
 - 2. Distribute samples with Owner's Representative and Owner's stamp of approval as directed by Owner's Representative.

1.8 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Submit in accordance with Section 01 2500: Substitution Procedures.

1.9 MANUFACTURER'S CERTIFICATES

- A. Submit certificates in accordance with requirements of each specification section.

1.10 PROJECT RECORD DOCUMENTS

- A. Submit in accordance with Section 01 7839 Project Record Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL PROCEDURES

- A. Deliver submittals to Owner's Representative.
- B. Transmit each item under Contractor's Standard Letter of Transmittal. Identify project, contractor, subcontractor, major supplier, pertinent drawing sheet and detail number and specification section number as appropriate. Identify deviations from Contract Documents.
- C. Submit initial progress and submittal schedules within 15 days after execution of Contract and schedule of values with first application for payment. Update with each Application for Payment reflecting changes since previous submittal.
- D. Comply with progress schedule for submittals related to work progress.
- E. After Owner's Representation and Owner's review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Distribute copies of review submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

3.2 OWNER'S REPRESENTATIVE REVIEW

- A. Owner's Representative duties:
 - B. Review submittals with reasonable promptness.
 - 1. Affix stamp and initials or signature and indicate resubmittal requirements or approval of submittal.

2. Submit to Owner for approval.
 3. Return submittals to Contractor for distribution or for resubmission.
- C. Review by the Owner's Representative shall not be construed as a complete check, but only that the general method of construction and detailing is satisfactory. Review shall not relieve the Contractor from responsibility for errors which may exist.
- D. Authority to Proceed: The notations "Approved" or "Approved as Corrected" authorizes the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, required by the Owner's Representative review comments.
- E. Revisions: Make only those revisions directed or approved by the Owner's Representative and Owner.
- F. Revisions after approval: When a submittal has been reviewed by the Owner, re-submittal for substitution of materials or equipment will not be considered unless accompanied by an acceptable explanation as to why the substitution is necessary.

END OF SECTION

SECTION 01 4529 - TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 SELECTION AND PAYMENT

- A. Owner shall employ and pay for the services of an independent engineering and testing laboratory to perform specified services and testing.

1.2 EXTENT OF LABORATORY TESTS AND INSPECTIONS

- A. Inspections, engineering and testing required by law, ordinance, rules, regulations, orders or approvals required by public authorities having jurisdiction at project site.
- B. Inspections and testing required in various sections of specifications.
- C. Additional inspections and testing requested by Owner.

1.3 LABORATORY DUTIES AND TEST METHODS

- A. Cooperate with Owner and Contractor to provide qualified personnel after due notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction.
 - 1. Comply with latest standards of ASTM and other recognized authorities, and pertinent sections of specifications.
 - 2. Ascertain compliance with requirements of contract documents.
- C. Promptly notify Owner's Representative and Contractor of irregularities or deficiencies of work or products being tested.
- D. Promptly submit written report of each test and inspection with one copy each to the Owner, contractor and project record documents file. Each report shall include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing laboratory name, address and telephone number.
 - 4. Name and signature of laboratory inspector.
 - 5. Date and type of inspection or test.
 - 6. Results of tests or inspections and compliance with contract documents.
 - 7. Interpretation of tests or inspection results when requested by Owner's Representative.
- E. Laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of contract documents.
 - 2. Approve or accept any portion of the work.
 - 3. Perform any duties of the Contractor.

1.4 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory and:

1. Make available, without cost, samples of all materials to be used and which require testing.
2. Furnish such nominal labor and sheltered working space as is necessary to obtain samples at project.
3. Advise laboratory of identity of materials sources and instruct suppliers to allow tests or inspections.
4. Notify laboratory sufficiently in advance of operations to allow for completion of initial tests and assignment of inspection personnel.
5. Notify laboratory sufficiently in advance of cancellation of required testing operations. Contractor shall be responsible to laboratory for changes due to failure to notify if requirements for testing are canceled.

B. Furnish copies of product test reports as required.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the work including, but not necessarily limited to:
1. Temporary utilities such as heat, water, electricity and telephone;
 2. Field office for Contractor's personnel;
 3. Sanitary facilities;
 4. Enclosures such as tarpaulins, barricades and canopies;
 5. Temporary fencing of the construction site;
 6. Project sign.
- B. Related work:
1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 2. Except that equipment furnished by Subcontractors shall comply with requirements pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the work are not part of this Section.
 3. Permanent installation and hookup of the various utility lines are described in other Sections of these Specifications.

1.2 PRODUCT HANDLING

1. Maintain temporary facilities and controls in proper and safe condition throughout progress of the work.

PART 2 PRODUCTS

2.1 UTILITIES

- A. Water:
1. Water service is not available on site. Contractor shall provide water as required.
 2. Provide necessary temporary piping and water supply and, upon completion of the work, remove such temporary facilities.
- B. Electricity:
1. Electrical service not available on site. Contractor to provide temporary power, wiring and, upon completion of work, remove such temporary power items.
 2. Provide area distribution boxes so located that the individual trades may furnish and use 100 ft. maximum length extension cords to obtain power and lighting at points where needed for work, inspection and safety.

2.2 FIELD OFFICES AND SHEDS

- A. Contractor's facilities:
 - 1. Provide secure area adequate in size to accommodate contractor's supply and storage. Location to be determined by Owner's representative.
- B. Sanitary facilities:
 - 1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
 - 2. Maintain in a sanitary condition at all times.

2.3 ENCLOSURES

- A. Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges and other temporary construction necessary for proper completion of the work in compliance with pertinent safety and other regulations.

2.4 TEMPORARY FENCING

- A. Provide and maintain for the duration of construction a temporary chain link fence barricade to prevent entry onto the work by the public.

2.5 PROJECT SIGNS

- A. Prior to start of construction, furnish and install one standard City of Tulsa project sign as required by city standards at each working project site. Mount at the job site were directed by the Owner's Representative.
- B. Upon completion of the work, demount signs.
- C. Except as otherwise specifically approved by the Owner's Representative, do not permit other signs or advertising on the job site. Backs of signs may be utilized for permits and other notices as may be required on site.

PART 3 EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the work.
- B. Remove such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Owner's Representative.

END OF SECTION

SECTION 01 5513 - SITE ACCESS

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Work included: this information applies to situations in which a Contractor or his representatives including, but not limited to, suppliers, subcontractors, employees and field engineers enter upon City of Tulsa property.

1.2 QUALITY ASSURANCE

- A. Upon approval by Owner for access, notify all pertinent personnel regarding requirements of this information.
- B. Require that all personnel who will enter upon City property certify their awareness of and familiarity with the requirements of the Owner.
- C. Tree protection in accordance with requirements.

1.3 SUBMITTALS

- A. Pre-construction pictures in accordance with Paragraph 1.07.

1.4 TRANSPORTATION FACILITIES

- A. Truck and equipment access:
 - 1. Limit the access of trucks and equipment to the route shown on the drawings as "Access Route" or pre-determined route identified by Owner.
 - 2. Provide protection for curbs, sidewalks, roads, parking, utilities and amenities over which trucks and equipment pass to reach work areas.
- B. Contractor's vehicles:
 - 1. Limit the access of vehicles belonging to employees and all other vehicles entering upon City property to use only the access route.
 - 2. Do not permit vehicles to park on any other area of City property except in the areas so designated as parking areas.

1.5 NOTIFICATION BY CONTRACTOR

- A. The Contractor shall notify the Owner, in writing, two weeks in advance of any proposed construction activity on Owner's property. Said notice does not constitute authority to proceed with work in the Park. Official notice of approval will be at the discretion of the Owner.

1.6 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- A. The Contractor shall be responsible for the preservation of all City property and shall protect carefully from disturbance or damage all said property until the City has

witnessed or otherwise referenced their location and shall not move any item until directed.

- B. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials.
- C. The Contractor shall consult with the Owner regarding his work activities and shall install any and all barriers, warning signs, fencing, property protection, access control or other devices to the satisfaction of the Owner and needed to provide for public safety and protection of City Property.
- D. When or where any direct or indirect damage or injury is done to City property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or otherwise restoring as may be directed by the Owner or he shall make good such damage or injury in an acceptable manner to the Owner.
- E. Tree protection in accordance with requirements.

1.7 PRE-CONSTRUCTION PICTURES OR VIDEO

- A. The Contractor shall provide pictures or video of the specified work area one day prior to any work starting, but after appropriate construction staking and protection.
- B. Pictures shall have the following information: Job name, location of picture and date of picture.
- C. Pictures shall be from a minimum of twenty-four (24) diversified overall views of the work area and of any pertinent City property within construction limits. Additional photos may be required in unusual or extremely large sites.
- D. Each picture shall be clear, in focus, with high resolution and sharpness and with minimum distortion.

1.8 CLEANING

- A. Progress cleaning:
 - 1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, packaging and shipping material. Remove such items from premises weekly.
 - 2. Weekly, and more often if necessary, inspect all materials stored on site, restack, tidy, or otherwise arrange in safe condition.
- B. Final cleaning:
 - 1. Completely remove resultant construction debris, particularly any loose rock or stone imported or uncovered during construction.
 - 2. Broom clean paved areas on site.
 - 3. Repair any areas of turfing that have been damaged by construction operations in accordance with Section 32 9223 Sodding.

4. Alleviate compacted turf areas if access has been over turf, but no turf has to be placed. A coring implement with 6" O.C. minimum coverage of 3" deep should alleviate compaction. Drag cores until leveled.
5. Often when fences are erected for protection, holes are left when fence posts are pulled. Holes should be filled with appropriate topsoil and settled with water to grade.

1.9 RECORD DOCUMENTS

- A. Submit to Owner a complete record drawing in accordance with Section 01 7839.

1.10 FINAL APPROVAL

- A. Upon the completion of all work a final inspection must be made by the Owner to determine whether the work has been completed in accordance with the contract, plans and/or specifications.
- B. When the work has been so completed the Owner will provide certification of it and forward to appropriate contracting authorities.
- C. Acceptance by Owner shall not restrict or prohibit the rights provided for in regard to latent defects; frauds or such gross mistakes as may amount to fraud or as regards the rights under any warranty guarantee.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Protect products scheduled for use in the work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Additional procedures also may be prescribed in other sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work materials.

1.3 MANUFACTURER'S RECOMMENDATIONS

- A. Except as otherwise approved by the Owner, determine and comply with manufacturer's recommendations on product handling, storage and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site and promptly replace with material meeting the specified requirements.
- B. The Owner's Representative may reject as non-complying such material and products that do not bear identification satisfactory to the Owner's Representative as to the manufacturer, grade, quality and other pertinent information.

1.5 PROTECTION

- A. Protect finished surfaces through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Owner's Representative and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Owner to justify an extension in the contract time of completion.

PART 2 PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 7000 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Provide an orderly and efficient transfer of the completed work to the Owner.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

1.2 QUALITY ASSURANCE

- A. Prior to requesting inspection by the Owner's Representative, use adequate means to assure that the work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

A. SUBSTANTIAL COMPLETION

- 1. Substantial Completion is the stage in the progress of Work when the Work or designated portion thereof is sufficiently complete in general accordance with Contract Documents to Owner can occupy or utilize Work for its intended use.
- 2. Work will not be considered for Substantial completion until all systems and equipment are operational; all designated or required governing agency inspections and certifications have been made and posted, including the Certificate of Occupancy; instruction of designated Owner's personnel in operation of systems and equipment has been completed; operation and maintenance data has been satisfactorily turned over to Owner; and finishes are in place. In general, the only remaining portion of Work shall be minor in nature, such that Owner may occupy or utilize Work or designated portion thereof, and completion or correction of Work by Contractor would not materially interfere or hamper Owner's intended business use or operation.
- 3. Contractor shall certify that all remaining Work will be completed within 10 consecutive calendar days following date of identified Substantial Completion, or as agreed to in writing, and failure to do so shall automatically reinstate provisions for damages due Owner as contained elsewhere in Contract Documents, or as provided by law for such period of time as may be required by Contractor to fully complete Work whether Owner has occupied Work or not.
- 4. Owner's Representative will make an inspection within seven (7) days after receipt of certification together with the Owner.
- 5. Should Owner's Representative consider that work is substantially complete in accordance with the construction contract:
 - a. Contractor shall prepare a punch list of items to be completed or corrected as determined by the inspection.

- b. Owner's Representative will prepare a Certificate of Substantial Completion and shall submit to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Certificate of Substantial Completion shall contain the following:
 - 1) Date of Substantial Completion;
 - 2) Punch list of items to be completed or corrected.
 - 3) The time within which Contractor shall complete or correct work of listed items.
 - 4) Date and time Owner will assume possession of work or designated portion thereof.
 - c. Contractor shall:
 - 1) Complete work listed for completion or correction within the designated time.
 - 2) Refer to Construction Contract for post substantial completion requirements.
6. Should Owner's Representative consider that work is not substantially completed:
- a. He shall immediately notify Contractor in writing stating reasons.
 - b. Contractor: Complete work and send second written notice through Owner's Representative to Owner certifying that the project is substantially complete.
 - c. Owner's Representative will reinspect work.
- B. Final Completion:
- 1. Contractor shall submit written certification that:
 - a. Contract documents have been reviewed;
 - b. Project has been inspected for compliance with contract documents.
 - c. Work has been completed in accordance with the construction contract.
 - d. Equipment and systems have been tested in presence of Owner and are operational.
 - 1) Equipment and systems shall be operated in a normal mode for a minimum period of three (3) weeks prior to final inspection.
 - e. Owner's personnel have been instructed in operation of all systems, mechanical, electrical and other equipment.
 - f. Project is completed, ready for final inspection.
 - 2. Owner and Owner's Representative will make final inspection within seven (7) days after receipt of certification.
 - 3. Should Owner and Owner's Representative consider that work is finally complete in accordance with contract documents, contractor shall submit final Application for Payment as set forth in the General Conditions, Paragraph GC-29.
 - 4. Should Owner's Representative consider that work is not finally complete:
 - a. He shall notify contractor, in writing, stating reasons.
 - b. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice through Owner's Representative to Owner certifying that work is complete.
 - c. Owner's Representative will reinspect work.

1.4 RETURN OF CONTRACT DOCUMENTS

- A. Return of Drawings: Drawings, details, sketches and specifications are property of Owner, and are issued to contractor as instruments of service only. If required,

contractor shall return same to Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 7300 - OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: To aid the continued instruction of operating and maintenance personnel and to provide a positive source of information regarding the products incorporated into the work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.
 - 2. Required contents of submittals also may be amplified in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section and skilled in technical writing to the extent needed for communicating the essential data.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 3400.
- B. Submit two copies of a preliminary draft of the proposed Manual or Manuals to the Owner's Representative for review and comments.
- C. Unless otherwise directed in other Sections, or in writing by the Owner's Representative, submit one pdf copy on a USB drive and two physical copies of the final Project Manual to the Owner's Representative prior to indoctrination of operation and maintenance personnel.

PART 2 PRODUCTS

2.1 INSTRUCTION MANUALS

- A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Format:
 - 1. Size: 8-1/2" x 11".
 - 2. Paper: White bond, at least 20 lb. Wt.
 - 3. Text: Neatly written or printed.

4. Drawings: 11' in height; bind in with text; foldout acceptable, not to exceed 11x17".
 5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
 6. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside the Manual; 3-ring binders will be acceptable; all binding is subject to Owner's Representative's approval.
 7. Measurements: Provide all measurements in U.S. standard units such as feet and inches, lbs, and cfm.
- C. Provide front and back covers for each Manual, using durable material approved by the Owner's Representative and clearly identified on or through the cover with at least the following information:
1. Title: OPERATING AND MAINTENANCE INSTRUCTIONS
 2. Name and address of work
 3. Name of Contractor
 4. General Subject of this Manual
 5. Owner's Representative
- D. Contents: Include at least the following:
1. Neatly typewritten index near the front of the Manual.
 2. For architectural products, applied materials and finishes:
 - a. Manufacturer's data, giving full information on finishes:
 - 1) Catalog number, size, composition.
 - 2) Color and texture designations.
 - 3) Information required for reordering special manufactured products.
 - b. Instructions for care and maintenance:
 - 1) Manufacturer's recommendations for types of cleaning agents and methods.
 - 2) Cautions against cleaning agents and method which are detrimental to product.
 - 3) Recommended schedule for cleaning and maintenance.
 - c. All approved submittals.
 3. For moisture protection and weather exposed products:
 - a. Manufacturer's data, giving full information on products.
 - 1) Applicable standards.
 - 2) Chemical composition.
 - 3) Details of installation.
 - b. Instructions for inspection, maintenance and repair.
 - c. All approved submittals.
 4. For each electric and electronic system and mechanical system as appropriate:
 - a. Description of system and component parts. Function, normal operating characteristics and limiting conditions. Complete nomenclature and commercial number of replaceable parts.
 - b. Circuit directories of panel boards: Electrical service, controls and communications.
 - c. Operating procedures: Routine and normal operating instructions, sequences required and special operating instructions.
 - d. Maintenance procedures: Routine operations, guide to "trouble-shooting", disassembly, repair and reassembly and adjustment and checking.

- e. Manufacturer's printed operating and maintenance instructions.
 - f. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 - g. Other data as required under pertinent sections of specifications.
 - h. All approved submittals.
- 5. Certificate of substantial completion.
 - 6. Master list of extended warranty items.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS

- A. Preliminary:
 - 1. Prepare a preliminary draft of each proposed Manual.
 - 2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
 - 3. Secure the Owner's Representative's approval prior to proceeding.
- B. Final:
 - 1. Complete the Manuals in strict accordance with the approved preliminary drafts and the Owner's Representative's review comments.
- C. Revisions:
 - 1. Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Owner's Representative.

END OF SECTION

SECTION 01 7329 - CUTTING AND PATCHING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 2 Section "Selective Demolition" for demolition of selected portions of the building for alterations.
 - 2. Divisions 3 through 50 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included:
 - 1. Throughout progress of the work, maintain an accurate record of changes in the Contract Documents as described in Article 3.01 below.
 - 2. Upon completion of the work, transfer the recorded changes to a set of Record Documents, as described in Article 3.02 below.
- B. Related work:
 - 1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of the Specifications.
 - 2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Owner's Representative.
- B. Accuracy of records:
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other Documents where such entry is required to show the change properly.
 - 2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
- C. Make entries within 24 hours after receipt of information that the change has occurred.
- D. Information shall be tied to base line control data of the Owner and so noted on the Owner's field books.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 3400.
- B. The Owner's Representative's approval of the current status of Project Record Documents may be a prerequisite to the Owner's Representative approval of requests for progress payment and request for final payment under the Contract.
- C. Prior to submitting each request for progress payment, secure the Owner's Representative's approval of the current status of the Project Record Documents.
- D. Prior to submitting request for final payment, submit and secure approval for the final Project Record Documents by the Owner and Owner's Representative.

1.4 PRODUCT HANDLING

- A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the work and transfer all recorded data to the final Project Record Documents.
- B. In the event of loss of recorded data, use means necessary to again secure the data to the Owner's Representative's approval.
 - 1. Such means shall include, if necessary in the opinion of the Owner's Representative, removal and replacement of concealing materials.
 - 2. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 PRODUCTS

2.1 RECORD DOCUMENTS

- A. Job set: Promptly following receipt of the Owner Notice to Proceed, secure from the Owner's Representative at no charge to the Contractor one complete set of all Documents comprising the Contract.

PART 3 EXECUTION

3.1 MAINTENANCE OF JOB SET

- A. Immediately upon receipt of the job set described in Paragraph 2.01 above, identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET."
- B. Preservation:
 - 1. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Owner's Representative.
 - 2. Do not use the job set for any purpose except entry of new data and for review by the Owner's Representative until start of transfer of data to final Project Record Documents.
 - 3. Maintain the job set at the site of work as that site is designated by the Owner's Representative.
- C. Making entries on Drawings:
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
 - 2. Date all entries.
 - 3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
 - 4. In the event of overlapping changes, use different colors for the overlapping changes.
- D. Make entries in the pertinent other Documents as approved by the Owner's Representative.

- E. Conversion of schematic layouts:
1. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts and similar items is shown schematically and is not intended to portray precise physical layout.
 - a. Final physical arrangement is determined by the Contractor, subject to the Owner's Representative's approval.
 - b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the Drawings.
 2. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items such as are described in subparagraph 3.01 E. 1. above.
 - a. Clearly identify the item by accurate note such as "cast iron drain", "galv. water" and the like.
 - b. Show, by symbol note, the vertical location of the item ("under slab", "in ceiling plenum", "exposed" and the like).
 - c. Make all identification sufficiently descriptive that it may be related reliably to the Specifications.
 3. The Owner's Representative may, subject to Owner approval, waive the requirements for conversion of schematic layouts where, in the Owner's Representative's judgment, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Owner.

3.2 FINAL PROJECT RECORD DOCUMENTS

- A. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of the work to proceed without lengthy and expensive site measurement, investigation and examination.
- B. Approval of recorded data prior to transfer:
1. When Substantial Completion of work has been granted, secure the Owner's Representative's approval of all recorded data.
 2. Make required revisions.
- C. Review and submittal:
1. Submit the completed set of Project Record Documents to the Owner as described in Paragraph 1.03 D. above.
 2. Participate in review meetings as required.
 3. Make required changes and promptly deliver the final Project Record Documents to the Owner's Representative.

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE

- A. The Contractor has no responsibility for recording changes in the work subsequent to Final Completion, except for changes resulting from work performed under Warranty.

END OF SECTION

SECTION 06 1000 - ROUGH CARPENTRY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Sheathing.
- C. Preservative treated wood materials.

1.2 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- B. AWWA U1 - Use Category System: User Specification for Treated Wood; 2022.
- C. PS 2 - Performance Standard for Wood Structural Panels; 2018.

1.3 SUBMITTALS

- A. See Section 01 3400 Submittals for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.
- C. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.4 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective work within a two-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS

2.2 CONSTRUCTION PANELS

- A. Roof Sheathing: Oriented strand board wood structural panel; PS 2, with factory-applied fire-retardant treatment and fire-resistant cementitious facer.
 - 1. Grade: Structural 1 Sheathing.
 - 2. Bond Classification: Exposure 1.
 - 3. Performance Category: 5/8 PERF CAT.

4. Span Rating: 40/20.
5. Edges: Tongue and groove.

2.3 ACCESSORIES

A. Fasteners and Anchors:

1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

2.4 FACTORY WOOD TREATMENT

A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.

PART 3 EXECUTION

3.1 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.2 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at each roof opening except where prefabricated curbs are specified and where specifically indicated otherwise; form corners by alternating lapping side members.

3.3 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

END OF SECTION

SECTION 07 0150.19 - PREPARATION FOR RE-ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for entire new roofing system.
- B. Partial replacement of existing roofing system in preparation for replacement roofing system in designated areas as indicated on drawings.
- C. Removal of existing flashing and counterflashings.
- D. Temporary roofing protection.

1.2 RELATED REQUIREMENTS

- A. Section 075423 - TPO Membrane Roofing: Roof system.
- B. Section 07 6200 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.3 REFERENCE STANDARDS

1.4 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.

1.5 FIELD CONDITIONS

- A. Existing Roofing System: built-up and mod bit roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Provide notice at least three days before starting activities that will affect normal building operations.
- E. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.

PART 2 PRODUCTS

2.1 COMPONENTS

- A. See the following sections for additional information on components relating to this work:
 - 1. Replacement and removal of existing roofing system in preparation for entire new roofing system, see Section 075423.
 - 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 07 6200 for material requirements.

2.2 MATERIALS

- A. Temporary Roofing Protection Materials:
 - 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.2 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

3.3 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Repair existing metal, wood and/or concrete deck surface to provide smooth working surface for new roof system.

3.4 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 075423 for additional requirements.

END OF SECTION

SECTION 07 4213 - METAL WALL PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Manufactured metal panels for exterior wall panels and subgirt framing assembly, with related flashings and accessory components.

1.2 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2022.

1.3 SUBMITTALS

- A. Product Data - Wall System: Manufacturer's data sheets on each product to be used, including:
 - 1. Physical characteristics of components shown on shop drawings.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions and recommendations.
- B. Shop Drawings: Indicate dimensions, layout, joints, construction details, support clips, and methods of anchorage.
- C. Finish warranty sample.

1.4 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Finish Warranty: Provide 20-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.
- C. Special Warranty: Provide 5-year warranty covering water tightness and integrity of seals of metal wall panels. Complete forms in Owner's name and register with warrantor.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Metal Wall Panels - Exposed Fasteners:

1. ATAS International, Inc: www.atas.com/#sle.
2. Berridge Manufacturing Company: www.berridge.com/#sle.
3. McElroy Metal: www.mcelroymetal.com/#sle.
4. Substitutions: See Section 01 6000 - Product Requirements.

2.2 METAL WALL PANEL SYSTEM

- A. Wall Panel System: Factory fabricated prefinished metal panel system, site assembled.
1. Provide exterior wall panels and subgirt framing assembly.
 2. Design and size components to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of wall.
 3. Maximum Allowable Deflection of Panel: $L/180$ for length(L) of span.
 4. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; and deflection of structural support framing.
 5. Drainage: Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.
 6. Fabrication: Formed true to shape, accurate in size, square, and free from distortion or defects; pieces of longest practical lengths.
 7. Corners: Factory-fabricated in one continuous piece with minimum 2-inch returns.
- B. Exterior Wall Panels:
1. Profile: Vertical; R-Panel style.
 2. Material: Precoated steel sheet, 26 gauge minimum thickness.
 3. Color: As selected by Architect from manufacturer's standard line.
- C. Subgirt Framing Assembly:
1. 8 gauge, 0.125 inch thick formed non-precoated aluminum sheet.
- D. Internal and External Corners: Same material, thickness, and finish as exterior sheets; profile to suit system; brake formed to required angles.
- E. Trim: Same material, thickness and finish as exterior sheets; brake formed to required profiles.
- F. Anchors: Galvanized steel.

2.3 MATERIALS

- A. Precoated Steel Sheet: Aluminum-zinc alloy-coated steel sheet, ASTM A792/A792M, Commercial Steel (CS)) or Forming Steel (FS), with AZ50/AZM150 coating; continuous-coil-coated on exposed surfaces with specified finish coating and on panel back with specified panel back coating.

2.4 FINISHES

- A. Fluoropolymer Coil Coating System: Polyvinylidene fluoride (PVDF) multi-coat superior performing organic coatings system complying with AAMA 2605, including at

least 70 percent PVDF resin, and at least 80 percent of coil coated metal surfaces having minimum total dry film thickness (DFT) of 0.9 mil, 0.0009 inch; color and gloss as selected by Architect from manufacturer's standard line.

2.5 ACCESSORIES

- A. Gaskets: Manufacturer's standard type suitable for use with system, permanently resilient; ultraviolet and ozone resistant.
- B. Concealed Sealants: Non-curing butyl sealant or tape sealant, see Section 07 9200
- C. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
- D. Fasteners: Manufacturer's standard type to suit application; with soft neoprene washers, steel, hot dip galvanized. Fastener cap same color as exterior panel.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install panels on walls in accordance with manufacturer's instructions.
- B. Protect surfaces in contact with cementitious materials and dissimilar metals with bituminous paint; allow to dry prior to wall panel installation.
- C. Fasten panels to structural supports; aligned, level, and plumb.
- D. Locate joints over supports.
- E. Lap panel ends 2 inches, minimum.
- F. Seal and place gaskets to prevent weather penetration. Maintain neat appearance.

3.2 TOLERANCES

- A. Offset From True Alignment Between Adjacent Members Abutting or In Line: 1/16 inch, maximum.

3.3 CLEANING

- A. Remove site cuttings from finish surfaces.
- B. Remove protective material from wall panel surfaces.

END OF SECTION

SECTION 07 5423 - TPO MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Thermoplastic Polyolefin Membrane (TPO) Roofing.
- B. Membrane Flashings.
- C. Metal Flashings.
- D. Roof Insulation.

1.2 REFERENCES

- A. American Society of Civil Engineers (ASCE) - ASCE 7-16 - Minimum Design Loads for Buildings and Other Structures.
- B. ASTM International (ASTM):
 - 1. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 - 2. ASTM D 4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 - 3. ASTM D 6878 - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing.
 - 4. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials.
- C. Factory Mutual (FM Global):
 - 1. Approval Guide.
 - a. Factory Mutual Standard 4470 - Approval Standard for Class 1 Roof Covers.
 - b. Loss Prevention Data Sheets 1-28, 1-29
- D. International Code Council (ICC).
 - 1. International Building Code (IBC).
- E. National Roofing Contractors Association (NRCA) - Low Slope Roofing and Waterproofing Manual, Current Edition.
- F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- G. Underwriters Laboratories (UL):
 - 1. TGFU R1306 - "Roofing Systems and Materials Guide".
 - 2. UL-790 - Standard Test Method for Fire Tests of Roof Coverings.

1.3 DESIGN CRITERIA

- A. Wind Uplift Performance:

1. Roof system is designed to withstand wind uplift forces as calculated using the current revision of ASCE-7-16.
- B. Fire Resistance Performance:
 1. Roof system will achieve a UL Class A rating when tested in accordance with UL-790.
- C. Thermal Performance: Roof system will achieve a minimum R value not less than 25.
- D. Drainage: Provide a roof system with positive drainage where all standing water dissipates within 48 hours after precipitation ends. Finished roof slope shall achieve a minimum $\frac{1}{4}$ " per foot slope.
- E. Building Codes:
 1. Roof system will meet the requirements of all federal, state and local code bodies having jurisdiction.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 3400 Submittals.
- B. 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.
- C. Detail Drawings:
 1. Submit approved plan, section, elevation or isometric drawings which detail the appropriate methods for all flashing conditions found on the project.
 2. Coordinate approved drawings with locations found on the Contract Drawings.
- D. Selection Samples: For each finished product specified, two complete sets of chips representing manufacturer's full range of available colors, membranes, and thicknesses.
- E. Verification Samples: For each finish product specified, two samples, minimum size 4 inches square representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of fifteen (15) years experience.
- B. Installer Qualifications:
 1. All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
 2. Installer shall be capable of extending the Manufacturer's Labor and Materials guarantee.
 3. Installer shall be capable of extending the Manufacturer's No Dollar Limit guarantee.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

- A. At project closeout, provide to Owner or Owner's Representative an executed copy of the manufacturer's Total System warranty (No Dollar Limit), outlining its terms, conditions, and exclusions from coverage.
 - 1. Duration: Twenty (20) Years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer:
 - 1. Basis of Design:
 - a. Carlisle SynTec
 - 2. Approved Alternates:
 - a. Firestone Building Products
 - b. Johns Manville
 - c. Versico Roofing Systems
- B. Substitutions not allowed.

2.2 SCOPE / APPLICATION

- A. Roof System: Provide a waterproof roof system, capable of withstanding uplift forces as specified in this section.
 - 1. Membrane Attachment: Fully Adhered.
- B. Base Flashing: Provide a waterproof, fully adhered base flashing system at all penetrations, plane transitions and terminations.
- C. Insulation: Provide a roof insulation system beneath the finish membrane.

2.3 INSULATION

- A. Polyisocyanurate: Rigid board with glass fiber reinforced facers (GRF) on both sides, meeting or exceeding the requirements of ASTM C 1289, type II, Class 1.
 - 1. Compressive Strength: Grade 2, 20 psi.

- B. SecurShield Polyiso: Rigid board with coated glass fiber mat facers (CGF) on both sides, meeting or exceeding the requirements of ASTM C 1289, Type II, Class 2.
 - 1. Compressive Strength: Grade 2, 20 psi.
- C. Polyisocyanurate Cover board: Rigid board with coated glass fiber (CGF) mat facers on both sides, meeting or exceeding the requirements of ASTM C 1289, Type II, Class 4, Grade 1.
 - 1. Compressive Strength: 80 psi min.
 - 2. Board Thickness: 1/2 inch (13 mm).

2.4 THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE

- A. TPO membrane with a 55 mil fleece bonded to the underside.
 - 1. Color: White.
 - 2. Membrane Thickness: 115 mil nominal / 60 mil over fleece.
 - 3. Performance:
 - a. Breaking Strength: FB 115 – 400 lbf per in minimum.
 - b. Tear Strength: 55 lbf per in minimum.
 - c. Elongation: 25 percent.

2.5 FLASHING ACCESSORIES

- A. Pipe Flashings: A pre-molded flashing and clamping ring used for pipe penetrations. Available for 1 to 6 inch (25 to 152 mm) diameter pipes.
- B. Molded TPO Sealant Pockets:
 - 1. Pre-fabricated, interlocking, 2-piece, injection molded, flexible pocket with a rigid polypropylene vertical wall and pre-formed deck flanges.
 - 2. Used with Thermoplastic One-Part Pourable Sealer as specified in this section for waterproofing pipe clusters or other odd shaped penetrations.
- C. TPO Non-Reinforced Flashing: Non-reinforced thermoplastic polyolefin based membrane used for field fabricated pipe flashings, sealant pockets and scuppers when the use of a pre-molded accessory is not feasible.
- D. Heat Weldable Walkway Rolls: Recycled TPO membrane offering superior tear, puncture and weather resistance and designed to protect TPO field membrane in those areas exposed to repetitive foot traffic or other hazards. Walkway Rolls are 34 inches wide by 50 feet long and are nominal 120 mils thick. Color - White.

2.6 CLEANERS, PRIMERS, ADHESIVES AND SEALANTS

- A. TPO Bonding Adhesive: Solvent-based contact adhesive that allows bonding of TPO membrane to various porous and non-porous substrates.
 - 1. Base: Synthetic Rubber.
 - 2. Color: Yellow.
 - 3. Solids: 20.0 percent.
 - 4. VOC: 670 grams/liter.
- B. Low Rise Foam Adhesive: A spray or extruded applied, two-component, polyurethane, low-rise expanding foam adhesive used to securely bond fleece back membranes and

approved insulations to a variety of substrates.

- C. **Water Cut-Off Mastic:** A one-component, low viscosity, self wetting, Butyl blend mastic used as a compression sealing agent between membrane and applicable substrates.
- D. **TPO Primer:** Solvent-based product designed for priming TPO surfaces prior to the application of pressure-sensitive products.
- E. **Universal Single-Ply Sealant:** A 100 percent solids, solvent free, one-part polyether sealant that is used as a termination bar sealant. Available in white only.
- F. **White One-Part Sealant:** Single component, moisture curing, elastomeric polyether sealant that is compatible with Thermoplastic membranes. Provides a flexible, durable and long lasting seal around hard-to-flash penetrations in Thermoplastic Roofing Systems.
- G. **Weathered Membrane Cleaner:** Clear, solvent-based cleaner used to loosen and remove contaminants from the surface of exposed membrane.

2.7 FASTENERS

- A. **Fasteners:** #12 Threaded, Phillips head fastener used with 3 inch diameter Insulation Plates. For insulation attachment only into steel or wood decks.
- B. **Insulation Fastening Plates:** a nominal 3 inch diameter plastic or metal plate used for insulation attachment.

2.8 EDGINGS, TERMINATIONS, GUTTERS AND DOWNSPOUTS

- A. **Termination Bar:** 1 inch (13 mm) wide, 98 mil thick extruded aluminum bar pre-punched 6 inches (152 mm) on center with sealant ledge.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Clean surfaces thoroughly prior to installation.
- D. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- E. Do not commence Work until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment.
- F. A vapor retarder / temporary roof may be applied to protect the inside of the structure prior to the roof system installation.

3.2 SUBSTRATE PREPARATION

A. Structural Concrete Deck:

1. Minimum deck thickness for structural concrete is 4 inches (102 mm).
2. Allow roof deck to cure prior to application of the roofing system. Where curing is in question, evaluate surface moisture and deck's dryness with the ASTM D-4263 or hot bitumen test procedures.
3. Repair cracks greater than 1/8 inch (3 mm) in width in accordance with the deck manufacturer's recommendations.
4. Sumps for the roof drains shall be provided in the casting of the deck.
5. Where insulation is to be adhered with hot asphalt, prime the deck with asphalt/concrete primer, ASTM D 41 at the rate of one gallon per 100 square feet (0.4 l per sq m). Allow the primer to dry prior to the application of the roofing system.

B. Steel Deck:

1. Metal decks shall be a minimum uncoated thickness of 22 gauge and have a G-90 galvanized finish on all panels.
2. Decks shall comply with the gauge and span requirements in the current Factory Mutual Approval Guide and be installed in accordance with Loss Prevention Data Sheet 1-28 or specific FM approval.
3. Remove any surface corrosion and repair severely corroded areas. Properly fasten loose or inadequately secured decking.

C. Wood Deck (Plywood Deck):

1. Plywood sheathing shall be CDX grade, minimum 4 ply, and not less than 15/32 inch (12 mm) thick.
2. Install deck over joists spaced 24 inches (610 mm) on center or less. Install deck with all sides bearing on and secured to joist and cross blocking.

3.3 INSULATION

A. Concrete Roof Deck

1. Tapered System:
 - a. Type: ASTM C 1289, Type II, Class 1, Grade 2.
 - b. Slope: 1/4" per foot minimum finished roof slope. Use as needed.
 - c. Attachment Method: Adhered.
2. Cover Board:
 - a. Type: ASTM C 1289, Type II, Class 4, Grade 1.
 - b. Thickness: 1/2"
 - c. Attachment Method: Adhered.

B. Metal/Wood Roof Deck

1. Tapered System:
 - a. Type: ASTM C 1289, Type II, Class 1, Grade 2.
 - b. Slope: 1/4" per foot minimum finished roof slope. Use as needed.
 - c. Attachment Method: Adhered.
2. Cover Board:
 - a. Type: ASTM C 1289, Type II, Class 4, Grade 1.
 - b. Thickness: 1/2"

c. Attachment Method: Adhered

3.4 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch (6 mm). Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required mechanical fasteners or insulation adhesive in accordance with the manufacturer's current application guidelines.
- C. Do not install wet, damaged or warped insulation boards.
- D. Stagger joints in one direction unless joints are to be taped. Install insulation boards snug. Gaps between board joints shall not exceed 1/4 inch (6 mm). Fill all gaps in excess of 1/4 inch (6 mm) with same insulation material.
- E. Wood nailers shall be at least 3-1/2 inches (89 mm) wide or 1 inch (25 mm) wider than adjacent metal flange. Thickness shall equal that of insulation but not less than 1 inch (25 mm) thickness.
- F. Miter and fill the edges of the insulation boards at ridges, valleys and other changes in plane to prevent open joints or irregular surfaces. Avoid breaking or crushing of the insulation at the corners.
- G. Do not install any more insulation than will be completely waterproofed each day.

3.5 INSULATION ATTACHMENT

- A. Securely attach insulation to the roof deck. For Fully Adhered or Mechanically Attached Roofing Systems. Attachment shall have been successfully tested to meet or exceed the calculated uplift pressure required by the International Building Codes (ASCE-7-16) or ANSI/SPRI WD-1
- B. Enhance the perimeter and corner areas in accordance with the International Building Code (ASCE-7-16) or ANSI/SPRI WD-1.
- C. Install insulation layers applied with adhesive, coverage rate as necessary to achieve the specified attachment and uplift rating. Press each board firmly into place after adhesive develops strings when touched, typically 1 1/2 to 2 minutes after adhesive was applied, and roll with a weighted roller. Add temporary weight and use relief cuts to ensure boards are well adhered.

3.6 MEMBRANE PLACEMENT AND ATTACHMENT

- A. Position membrane over the acceptable substrate. Fold membrane sheet back lengthwise so half the underside of the membrane is exposed.
- B. Apply TPO Bonding Adhesive in accordance with the manufacturer's published instructions, to the exposed underside of the membrane and the corresponding substrate area. Do not apply Bonding Adhesive along the splice edge of the membrane to be hot air welded over the adjoining sheet. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.

1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded section of the membrane sheet immediately after rolling the membrane into the adhesive with a soft bristle push broom to achieve maximum contact.
 2. Fold back the unbonded half of the sheet lengthwise and repeat the bonding procedures.
- C. Hot-air weld the membrane sheets using the Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's hot air welding procedures.
 - D. Continue to install adjoining membrane sheets in the same manner, overlapping edges a minimum of 2 inches (51 mm) and complete the bonding procedures as stated previously.

3.7 SEAM WELDING

- A. Hot-air weld membrane using an Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's current guidelines. At all splice intersections, roll the seam with a silicone roller to ensure a continuous hot air welded seam.
- B. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes).
- C. Repair all seam deficiencies the same day they are discovered.
- D. Apply Cut Edge Sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete. Cut Edge Sealant is not required on vertical splices.

3.8 FLASHING

- A. Flashing of parapets, curbs, expansion joints and other parts of the roof shall be performed using reinforced membrane or prefabricated accessories. Non-reinforced membrane may be used for flashing pipe penetrations, Sealant Pockets, and scuppers, as well as inside and outside corners, when the use of pre-molded or prefabricated accessories is not feasible.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.9 WALKWAYS

- A. Install walkways at all locations as identified on the Contract Drawings.
- B. Hot-air weld walkway pads to the membrane in accordance with the manufacturer's current application guidelines.

3.10 DAILY SEALS

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal shall be performed to temporarily close the membrane to prevent water infiltration.

- B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.

3.11 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris shall be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator shall perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

3.12 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07 6200 - SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Sealants for joints within sheet metal fabrications.

1.2 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2022.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
- E. CDA A4050 - Copper in Architecture - Handbook; current edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.

1.4 SUBMITTALS

- A. See Section Section 01 3400 - Submittals for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Finish warranty sample.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with ten years of documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.7 WARRANTY

- A. Finish Warranty: Provide 20-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.

PART 2 PRODUCTS

2.1 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24-gauge, 0.0239-inch thick base metal, shop pre-coated with PVDF coating.
 - 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

2.2 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.3 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer Type: Zinc chromate.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match

adjacent material.

- E. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Exterior Flashing Receivers: Install in accordance with manufacturer's recommendations, and in proper relationship with adjacent construction, and as follows:
 - 1. Secure receiver at perimeter of wall opening with adhesives or fasteners.
 - 2. Place flashing into receiver channel.
 - 3. Secure flashing with receiver clip.
- E. Seal metal joints watertight.
- F. Set splash pads under downspouts.

END OF SECTION

SECTION 07 7100 - ROOF SPECIALTIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Manufactured roof specialties, including copings, fascias, and gravel stops.

1.2 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2017.
- C. NRCA (RM) - The NRCA Roofing Manual; 2024.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Samples: Submit two of each, 12 by 12 inches, minimum, illustrating component shape, finish, and color.
- E. Samples: Submit two appropriately sized samples of coping.

1.4 Warranty

- A. Finish Warranty: Provide manufacturer's special warranty covering failure of factory-applied exterior finish on metal roof panels and agreeing to repair or replace panels that show evidence of finish degradation, including significant fading, chalking, cracking, or peeling within specified warranty period of twenty years from Date of Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Roof Edge Flashings and Copings:
 - 1. Architectural Products Co: www.archprod.com/#sle.
 - 2. ATAS International, Inc: www.atas.com/#sle.

3. Hickman Edge Systems: www.hickmanedgesystems.com/#sle.
4. Metal Roofing Systems, Inc: www.metalroofingsystems.biz/#sle.
5. Substitutions: See Section 01 6000 - Product Requirements.

2.2 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 1. Configuration: Fascia, cant, and edge securement for roof membrane.
 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
- B. Copings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness, and finish as cap; concealed stainless steel fasteners.
 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
 3. Wall Width: As indicated on drawings.
 4. Outside Face Height: As indicated on drawings.
 5. Inside Face Height: As indicated on drawings.
 6. Material: Formed steel sheet, galvanized, 24 gauge, 0.024 inch thick, minimum.

2.3 FINISHES

- A. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as selected from manufacturer's standard colors.

2.4 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.

END OF SECTION

SECTION 07 7123 - MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Pre-finished galvanized steel gutters and downspouts.
- B. Precast concrete splash pads.

1.2 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2022.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Comply with applicable code for size and method of rain water discharge.

1.4 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on prefabricated components.
- C. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

1.5 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Finish Warranty: Provide 20-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Pre-Finished Galvanized Steel Sheet: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal.
 - 1. Finish: Shop pre-coated with PVDF (polyvinylidene fluoride) coating.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

2.2 COMPONENTS

- A. Gutters: CDA rectangular style profile.
- B. Downspouts: CDA rectangular profile.
- C. Anchors and Supports: Profiled to suit gutters and downspouts.
 - 1. Anchoring Devices: In accordance with SMACNA requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Brackets.
- D. Fasteners: Same material and finish as gutters and downspouts, with soft neoprene washers.

2.3 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths (96" minimum), free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints. Expansion joints shall be per SMACNA requirements.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; seal watertight.

2.4 FINISHES

- A. Fluoropolymer Coil Coating System: Polyvinylidene fluoride (PVDF) multi-coat superior performing organic coatings system complying with AAMA 2605, including at least 70 percent PVDF resin, and at least 80 percent of coil coated metal surfaces having minimum total dry film thickness (DFT) of 0.9 mil, 0.0009 inch; color and gloss as selected by Architect from manufacturer's standard line.

2.5 ACCESSORIES

- A. Splash Pads: Precast concrete type, profiles size(s) as indicated; minimum 3,000 psi compressive strength at 28 days, with minimum 5 percent air entrainment.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install gutters, downspouts, and accessories in accordance with SMACNA requirements.
- B. Sheet Metal: Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.

- C. Set splash pads under downspouts.

END OF SECTION

SECTION 07 7200 - ROOF ACCESSORIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Roof curbs.
- B. Non-penetrating pedestals.

1.2 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
- D. Warranty Documentation:
 - 1. Submit manufacturer warranty.
 - 2. Ensure that forms have been completed in Owner's name and registered with manufacturer.

1.4 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Extended Correction Period: Correct defective work within 5-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.1 ROOF CURBS

- A. Roof Curbs Manufacturers:
 - 1. AES Industries Inc: www.aescurb.com/#sle.

2. The Pate Company: www.patecurbs.com/#sle.
3. LMCurbs; Roof Curbs: www.lmcurbs.com/#sle.
4. MKT Metal Manufacturing: www.mktduct.com/#sle.
5. Substitutions: See Section 01 6000 - Product Requirements.

B. Roof Curbs Mounting Assemblies: Factory fabricated hollow sheet metal construction, internally reinforced, and capable of supporting superimposed live and dead loads and designated equipment load with fully mitered and sealed corner joints welded or mechanically fastened, and integral counterflashing with top and edges formed to shed water.

1. Roof Curb Mounting Substrate: Curb substrate consists of flat roof deck sheathing with insulation.
2. Sheet Metal Material:
 - a. Aluminum: 0.080 inch minimum thickness, with 3003 alloy, and H14 temper.
 - 1) Finish: Mill finish.
3. Provide layouts and configurations to match existing equipment and height to accommodate new roof slopes..

2.2 NON-PENETRATING ROOFTOP SUPPORTS/ASSEMBLIES

A. Non-Penetrating Rooftop Support/Assemblies: Manufacturer-engineered and factory-fabricated, with pedestal bases that rest on top of roofing membrane, and not requiring any attachment to roof structure and not penetrating roofing assembly.

1. Design Loadings and Configurations: As required by applicable codes.
2. Support Spacing and Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
3. Steel Components: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
4. Hardware, Bolts, Nuts, and Washers: Stainless steel, or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A153/A153M.
5. Roof mounted pipe supports:
 - a. Polycarbonate composite, pillow block pipestand.
 - 1) Small pip supports: Pipes 2-inch and smaller in diameter; model 1.5.
 - 2) Large pipe supports: Pipes above 2-inches in diameter; model 3-R-2.
6. Products:
 - a. Garlock Safety Systems: www.garlocksafety.com/#sle.
 - b. Metal Roof Innovations, Ltd. S-5! Attachment Solutions: www.s-5.com/#sle.
 - c. PHP Systems/Design: www.phpsd.com/#sle.
 - d. Miro Industries; www.miroind.com.
 - e. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.2 PIPE STAND INSTALLATION

- A. Install per manufacturer's written installation instructions.
 - 1. Spacing:
 - a. PVC Condensate piping: Not to exceed 4 feet on center.
 - b. EMT electrical conduit: Not to exceed 4 feet on center.
 - c. Galvanized pipe: Not to exceed 8 feet on center.
 - 2. Adhesion to Roof Membrane
 - a. All pipe supports and walk pads to be adhered to the TPO membrane

END OF SECTION

SECTION 07 9200 - JOINT SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.2 REFERENCE STANDARDS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- B. Executed warranty.

1.4 WARRANTY

- A. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.1 JOINT SEALANTS - GENERAL

2.2 NONSAG JOINT SEALANTS

- A. Type S1 - Nonstaining Silicone Sealant: ASTM C920, Grade NS, Uses M and A;
 - 1. Color: Match adjacent finished surfaces.
 - 2. Products:
 - a. Dow; DOWSIL 791 Silicone Weatherproofing Sealant: www.dow.com/#sle.
 - b. Pecora Corporation; Pecora 890 NST (Non-Staining Technology): www.pecora.com/#sle.

- c. Pecora Corporation; Pecora 864 NST (Non-Staining Technology):
www.pecora.com/#sle.
- d. Tremco Commercial Sealants & Waterproofing; Spectrem 1:
www.tremcosealants.com/#sle.
- e. Tremco Commercial Sealants & Waterproofing; Spectrem 3:
www.tremcosealants.com/#sle.
- f. BASF; MasterSeal NP 150: www.basf.com.
- g. GE; silPruf;
- h. Substitutions: Not permitted.

2.3 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.3 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

SECTION 08 6200 - UNIT SKYLIGHTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Skylights with integral frame.
- B. Integral insulated curb.

1.2 REFERENCE STANDARDS

- A. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/Specification for Windows, Doors, and Skylights; 2022.
- B. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- C. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- D. ASTM E2112 - Standard Practice for Installation of Exterior Windows, Doors and Skylights; 2023.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Include structural, thermal, and daylighting performance values.
- C. Shop Drawings: Indicate configurations, dimensions, locations, fastening methods, and installation details.
- D. Grade Substantiation: Prior to submitting shop drawings or starting fabrication, submit one of the following showing compliance with specified grade:
 - 1. Evidence of AAMA Certification.
 - 2. Evidence of WDMA Certification.
 - 3. Evidence of CSA Certification.
 - 4. Test report(s) by independent testing agency itemizing compliance and acceptable to authorities having jurisdiction.

1.4 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide five-year manufacturer warranty including coverage for leakage due to defective skylight materials or construction. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.1 SKYLIGHTS

- A. Skylights: Factory-assembled glazing in aluminum frame, free of visual distortion, and weathertight.
 - 1. Shape: Pyramidal.
 - 2. Glazing: Double.
 - 3. Operation: None; fixed.

2.2 PERFORMANCE REQUIREMENTS

- A. Provide unit skylights that comply with the following:
 - 1. Grade: AAMA/WDMA/CSA 101/I.S.2/A440 requirements for specific skylight type:
 - 2. Allow for expansion and contraction within system components caused by a cycling surface temperature range of 170 degrees F without causing detrimental effects to system or components.

2.3 COMPONENTS

- A. Double Glazing: Acrylic plastic; factory sealed.
 - 1. Outer Glazing: Clear transparent.
 - 2. Inner Glazing: White translucent.
- B. Frames: ASTM B221 ASTM B221M Extruded aluminum thermally broken, reinforced and welded corner joints, integral curb frame mounting flange and counterflashing to receive roofing flashing system, with integral condensation collection gutter, glazing retainer; clear anodized finish.

2.4 ACCESSORIES

- A. Anchorage Devices: Type recommended by manufacturer, exposed to view.
- B. Counterflashings: Same metal type and finish as skylight frame.
- C. Sealant: Elastomeric, silicone or polyurethane, compatible with material being sealed .

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install unit skylights in accordance with manufacturer's instructions and ASTM E2112.
- B. Install skylight units and mount securely to curb assembly; install counterflashing as required.

- C. Apply sealant to achieve watertight assembly.

END OF SECTION

SECTION 09 9113 - EXTERIOR PAINTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.2 REFERENCE STANDARDS

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

1.3 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum ten years experience and approved by manufacturer.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Behr Process Corporation: www.behr.com/#sle.
 - 2. PPG Paints: www.ppgpaints.com/#sle.
 - 3. Sherwin-Williams Company: www.sherwin-williams.com/#sle.

2.2 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

2.3 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including concrete, concrete masonry units, brick, fiber cement siding, primed wood, and primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete:
- G. Masonry:

- H. Fiber Cement Siding: Remove dirt, dust and other foreign matter with a stiff fiber brush. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- I. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied. Back prime concealed surfaces before installation.

3.2 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

END OF SECTION

SECTION 22 1005 – PLUMBING PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Common work results for plumbing
2. Water Piping
3. Flue Vents
4. Roof hydrant

B. Related Requirements:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
2. Section 06 1000 – Rough Carpentry.
3. Section 07 5423 – Thermoplastic Polyolefin (TPO) Roofing for roof penetration detailing.
4. Section 07 6200 – Sheet Metal Flashing and Trim
5. Section 07 7200 – Roof Accessories
6. Section 07 9200 – Joint Sealants for field-applied sealants
7. Section 09 9113 – Exterior Painting

PART 2 - PRODUCTS

2.1 MISCELLANEOUS MATERIALS

- ##### A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.

2.2 FLUE VENTS

- ##### A. Flue Vents: Type "B" double-wall gas vent flue, air insulated venting system for gas fired equipment, UL 441, with UL label clearly marked on flue. Provide flues complete with Type "B" flue caps, necessary fittings, connectors, high temperature sealants, flashing cone, storm collar, supports and other accessories, in accordance with manufacturer's installation requirements.
- ##### B. Flue Height: Consult Architect for flues over 48 inches above roof membrane for lateral support instruction.
- ##### C. Provide Type "B" gas vent flue by one of the following:
1. American Metal: AmeriVent Type B Vent, round

2. Hart & Cooley: Type B Gas Vent System, round
3. Metal-Fab: Type B Gas Vento r Big Vent, round
4. Selkirk Metalbestos: Type B or RV, round.

- D. Flue Caps: Type "B" caps, Provide new caps for both new and existing flues.
- E. High Temperature Flue Sealant: RTV 4500, 1-part Silicone Sealant, by Silco, Inc. or approved substitute.

2.3 ROOF HYDRANT

- A. Sanitary Roof Hydrant: Model SRH-MS, Woodford Manufacturing; Colorado Springs, CO. (800) 621-6032. No substitutions.
- B. Water Pipe to Roof Hydrant: UPONOR PEX.
- C. Utilize Brass PEX fittings – straight coupling, elbow couplings, tee couplings.
- D. Install isolation shutoff valve – PEX – brass shut off ball valve with long blue lever.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Install roof plumbing according to City of Tulsa ordinances. Anchor plumbing securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete plumbing systems.
 1. Install plumbing sloped to drain, ture to line and elevations; without warping, bending or jogs in alignment.
 2. Install piping in neat, straight lines.
 3. Install piping to fit substrates as encountered.
 4. Torch cutting of roof piping is not permitted.
- B. Coordinate installation of plumbing piping with low-slope roofing Section.
- C. Before commencing work turn on and test equipment and verify that is operational.
- D. Lift, disconnect and reconnect plumbing piping and equipment as necessary for the proper installation of roofing system and flashings.
- E. Extend existing curbs to a minimum height of 8 inches above new roof membrane adjacent to plumbing penetrations to roof.
- F. Materials and workmanship shall comply with applicable codes, local ordinances, industry standards, and utility company regulations.
- G. Employ licensed plumbers and pipe fitters for the disconnection and reconnection of piping.

- H. Relocate existing gas piping as indicated on Drawings and as necessary to accommodate new roofing system increased insulation thickness.
- I. All roof-top equipment is considered operations and is scheduled to remain, unless noted otherwise. Reconnect mechanical equipment with minimum down-time for Owner's convenience and continued Operations.
- J. Extend existing vent piping as required to provide a minimum of 8 inches height above new roof membrane adjacent to each pipe penetration.
- K. Replace equipment that is damaged by the Work of this Contract.
- L. Install Roof Hydrant in accordance with manufacturer's instructions. Secure hydrant to structure, plumb, and rigid, using appropriate fasteners installed through flange holes. Flush supply line to remove any debris. Connect to closest cold water source as directed by Architect.

3.2 CLEANING AND PROTECTION

- A. On completion of installation, clean finished surfaces and prepare for painting as specified in Section 09 9113. Maintain piping in a clean condition during construction.
- B. Install flue caps carefully to ensure no dents.
- C. Install Rooftop Hydrant in accordance with manufacturer's instructions.

END OF SECTION

SECTION 22 1426 – ROOF DRAINS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Retrofit roof drains, if required.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Zurn Plumbing Products Group: www.zurn.com.

2.2 METAL ROOF DRAINS

- A. Roof Drain: 15-inch diameter combination main roof and overflow drain with low silhouette domes & double top-set deck plate.
 - 1. Model: Z163, by Zurn.
 - a. Contact: Cornerstone Sales, Tulsa, OK (918) 280-1200
 - 2. Type: dura-coated cast iron body with combination membrane flashing clamp/gravel guards.
 - 3. Pipe Size: As specified on Construction Drawings.
- B. Substitutions not allowed.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing roof to receive new roof drains.
- B. Notify Architect of conditions that would adversely affect installation or subsequent use.
- C. Do not begin installation until unacceptable conditions are corrected.

3.2 INSTALLATION, GENERAL

- A. Install roof drain per manufacturer's written instructions.
- B. Roof Drain and Overflow Drain Bodies: Insulation shall be one of the following:
 - 1. Flexible Elastomeric: 1 inch thick.
 - 2. Mineral-Fiber, Preformed Pipe Insulation, Type 1: 1 inch thick.
 - 3. Polyolefin: 1 inch thick.

3.3 PROTECTION

- A. Protect drains during the remainder of construction period to avoid clogging with dirt or debris and to prevent damage from construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION

SECTION 23 0000 – HEATING, VENTILATING AND AIR CONDITIONING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporarily removing HVAC equipment while roof replacement operations are underway and returning HVAC equipment to original location once roof curbs have been prepared for reinstallation.
2. Extending and adjusting ductwork to accommodate additional height of new or adapted roof curb.
3. Disconnecting and reconnecting refrigeration and electrical to HVAC equipment once roof replacement operations are completed.

B. Related Documents and Requirements:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
2. Section 06 1000 – Rough Carpentry.
3. Section 07 5423 – Thermoplastic Polyolefin (TPO) Roofing for roof penetration detailing.
4. Section 07 6200 – Sheet Metal Flashing and Trim
5. Section 07 7200 – Roof Accessories
6. Section 07 9200 – Joint Sealants for field-applied sealants
7. Section 221005 – Plumbing Piping
8. Section 260000 - Electrical

PART 2 - PRODUCTS

2.1 ROOF CURBS

- A. Manufactured Roof Curbs are specified in Section 077200 "Roof Accessories"

2.2 EXPOSED METALS

- A. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper to suite forming operations and performance required.
1. Surface: Smooth, flat finish.
 2. Exposed Coil-Coated Finishes: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

- a. Two-Coat Fluoropolymer: AAMA 620. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
3. Color Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A42/A44, Class 1, 0.018 mm or thicker.

B. Stainless-Steel Sheet: ASTM A 240 or ASTM A 666, Type 304

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants and other miscellaneous items required by manufacturer for a complete installation.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete roof-specialty systems.
1. Install roof specialties level, plumb, true to line and elevations; with limited oil-canning and without warping, jobs in alignment, buckling or tool marks.
 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 3. Install roof specialties to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.

3.2 TEMPORARY HVAC

- A. In the even that existing HVAC will be down for more than 24 hours, provide temporary heating and cooling to occupied spaces.

3.3 REMOVE AND REPLACE ROOFTOP EQUIPMENT

- A. Remove remote compressors from existing roof curbs while roof curbs are being demolished and replaced with new ones. Once new roof curbs and roofing membrane flashings have been installed, reinstall compressor units and secure to new curbs. Install new electrical disconnect, refrigerant lines. Fully charge system for functional HVAC system.
- B. Lift and disconnect mechanical equipment as necessary for the proper installation of roofing and flashing and extending the existing curbs to a minimum height of 8 inches above the new roof membrane elevation to top of membrane flashing.
- C. Materials and workmanship shall comply with applicable codes, ordinances, industry standards and utility company regulations.

- D. Employ licensed tradesmen for the disconnection and reconnection of mechanical equipment.
- E. Coordinate removal and reinstallation with roofing work, related plumbing, and electrical work.
- F. Reinstall and reconnect mechanical equipment with minimum down-time to Owner's continued operations.
- G. Provide temporary air conditioning when RTU's will be out of service for over one week at a time.
- H. Before commencing work turn on and test equipment and verify this it is operational. If not operational at time of test, it is the contractor's responsibility to inform the Owner in writing.
- I. All rooftop equipment is considered operational and is schedule to remain unless otherwise noted.
- J. Replace or repair existing equipment that is damaged by the Work of this Contract.

3.4 PAINTING

- A. Paint new stencil numbers on RTU's to correspond to existing number. Characters to be 4-inches high.
 - 1. Paint color: Black.

3.5 CLEANING AND PROTECTION

- A. Clean and neutralize flux materials. Clean off excess solder and sealants.
- B. Service unit and clean compressor coils.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touch-up or similar minor repair procedures.
- E. Clean areas above ceiling tiles that have debris because of demolition and other roofing operations.

END OF SECTION

SECTION 26 0000 – ELECTRICAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Common work results for Electrical

B. Related Documents and Requirements:

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
2. Section 06 1000 – Rough Carpentry.
3. Section 07 5423 – Thermoplastic Polyolefin (TPO) Roofing for roof penetration detailing.
4. Section 07 6200 – Sheet Metal Flashing and Trim
5. Section 07 7200 – Roof Accessories
6. Section 07 9200 – Joint Sealants for field-applied sealants
7. Section 221005 – Plumbing Piping
8. Section 230000 – Heating, Ventilating, and Air Conditioning

PART 2 - PRODUCTS

2.1 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants and other miscellaneous items required by manufacturer for a complete installation.

- B. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:

1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
2. Fasteners for Aluminum: Aluminum or Series 300 Stainless steel.
3. Fasteners for Stainless steel sheet: Series 300 Stainless steel.
4. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 Stainless steel or hot-dip zinc-coated steel according to ASTM A 153 or ASTM F 2329.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete roof-specialty systems.
 - 1. Install roof specialties level, plumb, true to line and elevations; with limited oil-canning and without warping, jobs in alignment, buckling or tool marks.
 - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 - 3. Install roof specialties to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
- B. Coordination of disconnection and reconnection of electrical service to roof top mechanical equipment as necessary for the proper installation of roofing system and flashings.
- C. Materials and workmanship shall comply with applicable section of the NEC and 2015 IBC Electrical Code and Electrical Code adopted by the City of Tulsa, ordinances, industry standards, and utility company regulations.
- D. Employ licensed experienced electricians for disconnecting and reconnecting roof top equipment.
- E. Coordinate work with roofing operations and plumbing and mechanical work.
- F. Employ skilled workers and journeymen electricians familiar with disconnection and reconnection of the type of equipment encountered.
- G. Seal conduit penetrations in roof membrane as specified and shown on Drawings.
- H. Replace all exposed electrical conduit and repair broken electrical conduit connections.
- I. Replace all unit disconnects with NEMA exterior rated units.
- J. Elevate conduit crossing roof area with supports specified in Section 077200.
- K. Install new GFI receptacles as shown on drawings.
- L. Expansion Provisions: Allow for thermal expansion of exposed conduit.

3.2 CLEANING AND PROTECTION

- A. Maintain electrical conduit and equipment in a clean condition during construction.
- B. Replace electrical conduit that has been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION

