



**Oklahoma Panhandle State University
Student Union Renovation
323 W. Eagle Blvd.
Goodwell, OK 73939**

BID MANUAL

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PROPOSAL INSTRUCTIONS

The following instructions shall be adhered to in preparing and submitting proposals:

1) Pre-Bid Conference – 12:00 PM (CST) on April 10th, 2024 at Oklahoma Panhandle State University: Student Union Building (south building entrance) site located at 323 W. Eagle Blvd., Goodwell, OK 73939. While attendance at the pre-bid conference is not mandatory, it is strongly encouraged.

2) Sealed proposals will be due at 1:00 PM (CST) on April 16th, 2024 to Ross Group at **any/all** of the following bid delivery locations:

Ross Group Tulsa Office: 510 E. 2nd St., Tulsa, OK 74120

Ross Group Oklahoma City Office: 620 W. California Ave., Oklahoma City, OK 73102

Oklahoma Panhandle State University: Sewell Loofbourrow Hall
317 W. Sewell St., Office 111
Attn: Liz McMurphy

3) Bid Reading - 1:00 PM (CST) on April 17th, 2024 virtual bid reading held by Ross Group via Microsoft Teams meeting link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmFIYWJlMTgtMmM2Ny00YWNmLWlwNjUtNzYyYmE1MGJjMj1%40thread.v2/0?context=%7b%22id%22%3a%2239bf452d-6a71-4607-8121-0df41287807f%22%2c%22oid%22%3a%220821ff4f-0137-

Proposals received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for public opening, as well as proposals received after the time set for public opening will be returned unopened.

4) **IMPORTANT:** If you are planning to submit a bid for one (1) or more bid packages, the following information must be submitted for each sealed bid at the time of bidding:

BIDDER'S CHECKLIST

- ☐ Fully executed Proposal Form(s) including Unit Prices and Alternate Prices if applicable
- ☐ Bid Security (Bid Bond, Cashier's Check or Certified Check) addressed to **Board of Regents for the Oklahoma Agricultural and Mechanical Colleges** in the amount of Five Percent (5%) of the bid amount, if amount of bid exceeds Fifty Thousand Dollars (\$50,000.00)
- ☐ Fully executed Business Relationship Affidavit
- ☐ Fully executed Competitive and Contract Affidavit
- ☐ Fully executed Non-Collusion Affidavit
- ☐ Fully executed Acknowledgement and Agreement of Understanding and Acceptance of Supplemental Instructions to Bidders
- ☐ All Bid Documents are to be submitted in a sealed envelope with the following information on the front of the envelope:

SEALED BID:

BID PACKAGE(S) # _____

Ross Group
Attn: Dylan Croslin
REF: OPSU Student Union Renovation

SCHEDULE OF ALTERNATES

Bid Alternate prices shall be held for (60) calendar days after bidding.

Alternate No. 1:

Base Bid Item:

Existing openings in the south wall of the grill area filled in with new windows.
There is no exterior access.

Alternate Item:

Existing openings in the south wall of the grill area are demolished and filled in with doors leading to an exterior concrete patio. The new concrete patio will have HSS poles with string lighting attached.

Alternate No. 2:

Base Bid Item:

Existing openings in the south wall of the grill area filled in with new windows.
There is no exterior access.

Alternate Item:

Existing openings in the south wall of the grill area are demolished and filled in with a new storefront system leading to an exterior concrete patio. The new concrete patio will have HSS poles with string lighting attached.

Alternate No. 3:

Base Bid Item:

Existing cafeteria has no new A/V and IT room, nor new storage rooms.

Alternate Item:

Selective demolition of existing conditions.
Provide 2-hour fire separated A/V and IT room; provide two adjacent storage rooms.
Refer to Mechanical, Electrical, and Fire Protection sheets for additional information.

SCHEDULE OF ALTERNATES (cont'd)

Alternate No. 4:

Base Bid Item:

Existing cafeteria remains as is.

Alternate Item:

Selective demolition and hauloff of existing conditions, surfaces, materials, and equipment.

Provide new flooring and ceilings, full skimming/finishing and painting of existing & new walls/ceilings/soffits; add a new framed & finished wall to separate old serving lines, and provide a new door/door hardware into this renovated space.

Refer to Mechanical, Electrical, and Fire Protection sheets for additional information.

Alternate No. 5:

Base Bid Item:

Existing decommissioned HVAC AHU-3 equipment to be abandoned in place at mezzanine.

Alternate Item:

Demolition, disposal, and cleanup of existing decommissioned HVAC AHU-3 equipment at mezzanine.

PROPOSAL FORM
COMPETITIVE SEALED BID PROJECT
Oklahoma Panhandle State University
Student Union Renovation
323 W. Eagle Blvd.
Goodwell, OK 73939

BID PACKAGE: # _____

BID DUE DATE: April 16th, 2024
TIME: 1:00:00 PM (CST)

BID READ DATE: April 17th, 2024
TIME: 1:00:00 PM (CST)

| | | |
|------------|---|--|
| To: | Ross Group Tulsa Office: | 510 E. 2nd St. Tulsa, OK 74120 |
| | Ross Group Oklahoma City Office: | 620 W. California Ave. Oklahoma City, OK 73102 |
| | Oklahoma Panhandle State University: (Attn: Liz McMurphy) | Sewell Loofbourrow Hall 317 W. Sewell St. Office 111 |

PRE-BID CONFERENCE:

12:00 PM (CST)
April 10th, 2024
Oklahoma Panhandle State University
Student Union Building (South Entrance)
323 W. Eagle Blvd.
Goodwell, OK 73939

Name of Firm: _____

Address: _____

City/State: _____

Date: _____

Contact Name: _____

Phone: _____

Email: _____

The undersigned, hereinafter referred to as "Bidder", in accordance with the Notice to Bidders, Instructions to Bidders, Invitation to Bid, General and Supplementary Conditions and the Drawings and Specifications, hereby declares that the Bidder has visited the site of the proposed work and has familiarized himself with all of the conditions relevant to the construction of this Bid Package and related work for **Oklahoma Panhandle State University** in Goodwell, OK 73939.

Bidder hereby proposes and agrees to furnish all necessary labor, materials, tools, equipment, supplies, and services required or necessary to perform the work identified herein in strict accordance with the Contract Documents.

The Lump Sum Bid Price below **INCLUDES** all insurance premiums necessary to meet the insurance requirements. Bonds are required for all contracts that are \$50,000 and greater. Premiums for the Performance, Payment, and Defect bonds required for this project **MUST BE INCLUDED** within the lump sum bid price.

All work required by the Contract Documents for **Bid Package # _____** will be accomplished for the Lump Sum Bid Price of:

_____ Dollars
(\$_____). (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

* Bidder shall note that bids must be made on this form. Other bid forms will not be accepted. Bidder must execute and submit all forms unaltered with no alterations or qualifications. Bidder is required to submit all items indicated under the Bidder Checklist as shown in the proposal instructions.

** This Bidder agrees that if written notice of acceptance of this proposal is mailed or delivered to the undersigned within thirty (30) days [or forty-five (45) days if necessary] after the competitive sealed proposal due date, the undersigned shall, within ten (10) working calendar days, deliver to Ross Group, a properly executed project contract, a certificate of insurance, and the required Performance and Statutory Bond. A Ross Group master contract (if not currently on file with Ross Group) must be properly executed and unaltered in conjunction with the Ross Group project contract prior to the start of work.

***By executing this document, bidder agrees that all submitted bid prices shall be held for sixty (60) calendar days after bid due date.

Lump Sum Bid Alternates

***Bidders should note that each alternate shall be acknowledged by either a dollar value or N/A. Failure to do so will require further internal discussions between Construction Manager and Bidder. Bidder is responsible to include a price for what is applicable to their scope in the lump sum bid price line provided below each alternate.**

Alternate #01:

Existing openings in the south wall of the grill area are demolished and filled in with doors leading to an exterior concrete patio. The new concrete patio will have HSS poles with string lighting attached.

- Alternate Lump Sum Bid Price: _____ Dollars \$_____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies: **Add** **Deduct**

Alternate #02:

Existing openings in the south wall of the grill area are demolished and filled in with a new storefront system leading to an exterior concrete patio. The new concrete patio will have HSS poles with string lighting attached.

- Alternate Lump Sum Bid Price: _____ Dollars \$_____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies: **Add** **Deduct**

Alternate #03:

Selective demolition of existing conditions.

Provide 2-hour fire separated A/V and IT room; provide two adjacent storage rooms.

Refer to Mechanical, Electrical, and Fire Protection sheets for additional information.

- Alternate Lump Sum Bid Price: _____ Dollars \$_____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies: **Add** **Deduct**

Alternate #04:

Selective demolition and hauloff of existing conditions, surfaces, materials, and equipment. Provide new flooring and ceilings, full skimming/finishing and painting of existing & new walls/ceilings/soffits; add a new framed & finished wall to separate old serving lines, and provide a new door/door hardware into this renovated space.

Refer to Mechanical, Electrical, and Fire Protection sheets for additional information.

- Alternate Lump Sum Bid Price: _____ Dollars \$ _____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies:

Add

Deduct

Alternate #05:

Demolition, disposal, and cleanup of existing decommissioned HVAC AHU-3 equipment at mezzanine.

- Alternate Lump Sum Bid Price: _____ Dollars \$ _____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies:

Add

Deduct

*By executing this document, bidder agrees that all submitted bid prices shall be held for sixty (60) calendar days after bid due date.

Respectfully Submitted,

SEAL - (If bid is by a corporation)

ATTEST

By: _____

Title: _____

Company:

Address:

City, State, Zip Code

By: _____

Title: _____

MULTI-PACKAGE DISCOUNT BID FORM

BID PACKAGES: # _____

Project: **Oklahoma Panhandle State
Student Union Renovation
323 W. Eagle Bldv.
Goodwell, OK 73939**

Name of Firm: _____

Address: _____

City/State: _____

Date: _____

Contact Name: _____

Phone: _____

Email: _____

The undersigned agrees to furnish all labor, equipment, and materials necessary for the **Oklahoma Panhandle State University: Student Union Renovation** in accordance with the Drawings, Specifications, Contract Documents and Bid Packages.

For all work described in the Drawings, Specifications, Contract Documents and Bid Packages; each bidder agrees to perform said work as detailed below for the sums as shown:

Please complete the following categories pertinent to the scopes of work you wish to combine for a multi-package discount.

"Note: The multi-package discount bid does not take precedence over the stand-alone bid packages. Bidders are still required to submit bids for each applicable bid package."

Multi-Package Discount Bond

Bonds are required for all contracts \$50,000 or greater.

The dollar amount of the Bid, Performance, Payment, and Statutory Bonds **MUST BE INCLUDED** in the Lump Sum Bid Price:

* Bidder shall note that bids must be made on this form. Other bid forms will not be accepted. Bidder must execute and submit all forms unaltered with no alterations or qualifications. Bidder is required to submit all items indicated under the Bidder Checklist as shown in the proposal instructions.

BID PACKAGE(S) _____, _____, _____, _____, _____, & _____
BASE BID to complete this work as described above and as required per the Contract Documents.

_____ Dollars (\$_____).
(Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

*By executing this document, bidder agrees that all submitted bid prices shall be held for sixty (60) calendar days after bid due date.

Multi-Package Bid Alternates

***Bidders should note that each alternate shall be acknowledged by either a dollar value or N/A. Failure to do so will require further internal discussions between Construction Manager and Bidder. Bidder is responsible to include a price for what is applicable to their scope in the lump sum bid price line provided below each alternate.**

Alternate #01:

Existing openings in the south wall of the grill area are demolished and filled in with doors leading to an exterior concrete patio. The new concrete patio will have HSS poles with string lighting attached.

- Alternate Lump Sum Bid Price: _____ Dollars \$ _____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies: **Add** **Deduct**

Alternate #02:

Existing openings in the south wall of the grill area are demolished and filled in with a new storefront system leading to an exterior concrete patio. The new concrete patio will have HSS poles with string lighting attached.

- Alternate Lump Sum Bid Price: _____ Dollars \$ _____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies: **Add** **Deduct**

Alternate #03:

Selective demolition of existing conditions.

Provide 2-hour fire separated A/V and IT room; provide two adjacent storage rooms.

Refer to Mechanical, Electrical, and Fire Protection sheets for additional information.

- Alternate Lump Sum Bid Price: _____ Dollars \$ _____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies: **Add** **Deduct**

Alternate #04:

Selective demolition and hauloff of existing conditions, surfaces, materials, and equipment. Provide new flooring and ceilings, full skimming/finishing and painting of existing & new walls/ceilings/soffits; add a new framed & finished wall to separate old serving lines, and provide a new door/door hardware into this renovated space.

Refer to Mechanical, Electrical, and Fire Protection sheets for additional information.

- Alternate Lump Sum Bid Price: _____ Dollars \$_____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies: **Add** **Deduct**

**Alternate #05:**

Demolition, disposal, and cleanup of existing decommissioned HVAC AHU-3 equipment at mezzanine.

- Alternate Lump Sum Bid Price: _____ Dollars \$_____. (Indicate amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

Circle which one applies: **Add** **Deduct**

*By executing this document, bidder agrees that all submitted bid prices shall be held for sixty (60) calendar days after bid due date.

Respectfully Submitted,

Company:

Address:

City, State, Zip Code

By: _____

Title: _____

SEAL - (If bid is by a corporation)

ATTEST

By: _____

Title: _____

CM Clarifications

Receipt of the following CM Clarifications/Addenda are hereby acknowledged:

CM Clarification No. _____ , Dated _____

CM Clarification No. _____ , Dated _____

CM Clarification No. _____ , Dated _____

CM Clarification No. _____ , Dated _____

CM Clarification No. _____ , Dated _____

CM Clarification No. _____ , Dated _____

CM Clarification No. _____ , Dated _____

Respectfully Submitted,

SEAL - (If bid is by a corporation)

ATTEST

By: _____

Title: _____

Company:

Address:

City, State, Zip Code

By: _____

Title: _____

(TO BE SUBMITTED WITH BID)

Project Schedule Acknowledgement

Receipt, understanding, and agreement to the Preliminary Project Schedule dated 3/18/2024 are hereby acknowledged. This includes any and all necessary overtime, night, and weekend work (Saturday's & Sunday's) as requested by Construction Manager.

Refer to Preliminary Project Schedule Attachment Included Within This Bid Manual

Respectfully Submitted,

Company:

Address:

City, State, Zip Code

By: _____

Title: _____

Date: _____

Supplemental Instructions to Bidders

Receipt of the following CM Clarifications/Addenda are hereby acknowledged:

The supplemental instructions as listed below do not need to be submitted along with the Lump Sum Bid Price. By signing and returning the "Acknowledgment And Agreement Of Understanding And Agreement Of Understanding And Acceptance Of The Supplemental Instructions To Bidders" form as shown following this document, the bidders agree to and accepts this document in its entirety without exception. Please note that without the form signature sheet, the Lump Sum Bid Price proposal will be considered to be incomplete.

This Bidder, as expected of all Bidders, hereby acknowledges, and agrees that the Lump Sum Bid Price includes the following provisions and requirements:

- A. The Lump Sum Bid Price includes all insurance premiums necessary to meet the insurance requirements included herein.
- B. The Lump Sum Bid Price includes premiums for all Bonds required herein.
- C. The Lump Sum Bid Price includes sufficient tools, equipment, manpower and supervision, including necessary shiftwork or overtime required to meet the project schedule and interim construction milestone dates.
- D. Bidder agrees that this bid shall be good and may not be withdrawn for a period of (45) forty-five calendar days after the actual date of the bid opening.
- E. No modifications to the Contracts, Bid Packages or Scopes of Work are allowed.
- F. It is expressly understood and agreed that any applicable unit prices contained in this bid have no application in connection with performing work required under the Contract Documents, but that the same unit prices are applicable only in the event of additional work, or in the event of deleted work.
- G. The Construction Manager will furnish each successful Bidder with a major construction milestone type schedule. Within two weeks after award of contract, each Bidder will be required to submit for review by the Construction Manager a schedule of activities indicating the Bidders manpower loading, durations, and start and finish dates required to perform the work of their contract.
- H. The awarding of a Contract to the lowest responsible bidder will be made within (30) thirty days after the opening of bids unless the Owner, by formal recorded action and for good cause, 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. The Bidder shall, within ten (10) calendar days, deliver to the Construction Manager, where directed, the contract properly executed, certificates of insurance and required Bonds.

- I. Each Bidder submitting a proposal is advised to review the "General Requirements" specifications and submit their proposal in accordance with those requirements. Additionally, each proposal shall include the following:
- a) Bidder shall provide all hot and cold weather protection that is required to protect his work and enable him to meet or exceed the schedule and contract obligations.
 - b) Bidder shall repair and/or replace in accordance with O.S.H.A. regulations all safety railing, barricades and other devices removed and/or damaged by his forces.
 - c) The Construction Manager shall establish primary control lines at the building. An elevation and benchmark will be established by the Construction Manager. Bidder shall complete all remaining layout and engineering work for this scope of work.
 - d) Bidder shall provide a jobsite representative or superintendent at all times when any work under this package is being performed. This individual shall be present for weekly jobsite meetings and represent the Bidder in order to commit resources to the project.
 - e) Locations for staging equipment and materials required for the performance of this work shall be coordinated with and approved by the Construction Manager prior to delivery of materials.
 - f) Bidder shall note that the use of alcohol and firearms on the project is strictly prohibited. This is a zero (0) tolerance requirement, and if this Bidder, its employees and/or subcontractors violate these restrictions, they will be prohibited from working on the project. Banishment of the Bidder's employees and / or subcontractors from the project shall not relieve the Bidder's responsibility for maintaining the schedule and completing the work of their contract.
 - g) Bidder shall maintain as-built drawings that reflect any changes in the design made by the Bidder during construction.
 - h) Bidder shall be responsible for compliance with the Project Schedule as prepared and maintained by the Construction Manager. The Bidder will be required to furnish all resources necessary to maintain the Project Schedule. If this Bidder's work is delayed due to inclement weather, this Bidder will be required to work Saturday as a make-up day at no additional cost.
 - i) Bidder shall coordinate schedules for details and installation with all Subcontractors and the Construction Manager where work under separate scopes of work meet.
 - j) Bidder shall provide all hoisting and scaffolding required for the performance of this scope of work.

- k)** Bidder shall attend all scheduled Field Coordination Meetings, Safety Meetings, Quality Control Meetings, and any other meeting scheduled by the Construction Manager that requires this Bidder's input. This Bidder will also be responsible for all information relative to schedule, phasing and any other issue discussed.
- l)** Bidder shall be responsible for all clean up and trash removal related to his/her work on a daily basis to the satisfaction of the Construction Manager.
- m)** Trash containers (dumpsters) for miscellaneous trash/debris will be provided and paid for by Construction Manager. The dumpsters will be located in trash pick-up areas designated by the Construction Manager. Bidder, each day, shall collect and deposit in the dumpsters, all rubbish, waste materials, debris and other trash from his operations, including any trash from food or beverages by his employees. The Construction Manager will schedule periodic collection and disposal of trash. Site debris from demolition; stripping and clearing; earthwork concrete, formwork and timbers; paint, hazardous waste, etc., shall not be placed in the dumpsters for disposal by the Construction Manager, but shall be removed from the site and disposed of in legal and approved disposal areas by the individual Bidders involved. All boxes shall be broken down to a flat condition prior to placement in the dumpster. Failure to abide by the above will be cause for the Construction Manager to correct the deficiency and to charge this Bidder's account for all labor and processing costs including the Construction Manager's administrative costs.
- n)** Absolutely no burning of debris on this site will be allowed.
- o)** Bidder shall be responsible for supplying drinking water and cups for their employees. Bidder shall provide a waste receptacle to receive all used cups and debris.
- p)** Bidder shall be responsible for all power and fuel requirements associated with welders and other specialty equipment used during the performance of their work.
- q)** Bidder shall be responsible for all office trailers and storage sheds (including utility hook-up and consumption charges) required by their operations.
- r)** Bidder shall be responsible for compliance with all rules and regulations of all authorities having jurisdiction including, but not limited to OSHA, EPA, and others.
- s)** Bidder shall be responsible for providing and paying for all applicable trade permits, licenses and inspection fees associated with their work and any bonds for work done in rights-of-way.

- t) Bidder shall be responsible for any task lighting or special electrical requirements. Temporary electrical power will be provided to accommodate the use of power hand tools. General project lighting will also be provided by the Construction Manager.
- u) Temporary sanitary facilities (toilets) will be provided by Construction Manager.
- v) Bidder shall be responsible for all traffic control, barricades and flagmen required by all governing authorities during the performance of the work of this bid package.
- w) Bidder shall be responsible for coordination of deliveries with the Construction Manager. The Bidder is required to have a representative on site to accept all deliveries that are the responsibility of their scope of work. It is the responsibility of the Bidder to provide all necessary equipment to off-load and inventory their material. The Construction Manager will not be responsible for deliveries. Bidders should not address any deliveries to **Oklahoma Panhandle State University**.
- x) Bidder shall be responsible for compliance with the Construction Manager's Drug, Alcohol, and Security policies.
- y) Bidder shall be responsible for furnishing all required submittals and close-out documents in quantities as indicated in the Contract Documents.
- z) Bidder shall be responsible for daily cleaning of streets and site paved drives when mud, dirt or dust is caused by their scope of work.
- aa) Any damages caused out of neglect by this Bidder to new or existing buildings, structures, paving or any other property shall be repaired or replaced by this Bidder.
- bb) Bidder shall be responsible for providing any safety barriers to protect the public from work created by this scope. Ross Group will assume protection of these areas after the Bidder's scope of work is complete.

J. All questions which may arise in preparing the proposal shall be submitted in writing to the Construction Manager no later than seven (7) business days prior to the proposal due date. The Bidder submitting the clarification request is responsible for its timely delivery to the Construction Manager. Responses to questions will be distributed in the form of an addendum to all firms preparing proposals. Considering the Bidder's skills, general state of the art and knowledge of his specialty, it shall be the Bidder's responsibility upon discovery to immediately notify the Construction Manager, in writing, of errors, omissions, discrepancies and noncompliance with applicable codes and regulations within the documents or any work which will not fit or properly function if installed as indicated in the Contract Documents. This item is in no way intended to relieve the Architects and/or Engineers of their design responsibilities.

- K.** The basis of award of a contract will be the Lump Sum Bid Price submitted by the lowest, responsible Bidder. The Owner, however, reserves the right to reject any and / or all bids and to waive any informalities or irregularities in the bids. In determining the lowest responsible Bidder, the Construction Manager will evaluate and recommend to the Owner the following:
- a)** Evaluation of the Lump Sum Bid Price
 - b)** Bidder's ability to perform in accordance with the Contract Documents
 - c)** Bidder's ability to perform the work without delay or interference
 - d)** Bidder's responsibility and reputation
 - e)** Bidder's performance on previous contracts
 - f)** Bidder's previous compliance with laws and regulations
 - g)** Bidder's financial resources
 - h)** Bidder's quality and availability of personnel and resources
- L.** Any contract with a value exceeding Fifty Thousand Dollars (\$50,000.00) may require a Performance, Payment, and Defect Bond in the amount of One Hundred (100%) percent of the contract amount with accompanying power of attorney authorizing the Attorney-In-Fact to bind the surety company and certified to include the dates on the bond. (Refer to Bond and Insurance Requirements included herein).
- M.** Bidder further agrees that the certified check, cashier's check or bid bond payable to the Owner accompanying this proposal, is to be left in escrow with the Owner; that it's amount of 5% of the bid figure is the measure or portion of the measure, of damages which the Owner will sustain by failure of the bidder to execute and deliver the above named agreement, bonds, insurance and related documents; and that if the bidder defaults in executing such an agreement within ten (10) days of written notification of the award of the Contract to him, or defaults in furnishing the bonds, insurance and related documents within said ten (10) days, the check or bidders bond, or portion thereof, as set forth on Oklahoma State Statutes, Title 61, shall be due and payable to the Owner. If the proposal is not accepted within forty-five (45) days of the time set for submission of bids (or any extensions thereof), or if the bidder executes and deliveries said agreement, bonds, insurance and related documents, the check or bid bond shall be returned to him.
- N.** Bidder will be required to comply with the project Insurance Requirements. (Refer to Bond and Insurance Requirements included herein).
- O.** The Bidder to whom a Contract is awarded will be required to execute a subcontract agreement on the Construction Manager's standard subcontract form, as well as an Invoice Affidavit, Affidavit for Final Payment, Certification of Compliance with Asbestos Restrictions, and Certification of Asbestos-Free Construction. (Refer to Sample Subcontract Agreement included herein).
- P.** The Bidder to whom a Contract is awarded will be required to comply with the Construction Manager's policies regarding safety (Refer to Safety Requirements included herein). This includes providing, and complying with, a site-specific safety plan.
- Q.** Bidder is advised of the following restrictions regarding asbestos containing materials (ACM):
- a)** The use of any construction process or the installation of any asbestos or material containing asbestos is strictly prohibited.
 - b)** Prior to final payment and payment of retainage, the Bidder shall furnish a notarized statement certifying that no asbestos-containing materials have been used in the project.
 - c)** In addition to the Bidder's notarized statement, the Bidder's Subcontractors will be required to furnish notarized affidavits that no asbestos-containing products have been used in the project.

R. The undersigned represents that this Lump Sum Bid Price is made in good faith, without fraud, collusion, or connection of any kind with any other Bidder, that he is competing in his own interest and his own behalf, without connection or obligation to any undisclosed person: that no other person has any interest in regard to all conditions pertaining to the work and in regard to the place where it is to be done, has made his own examination and estimates and from them makes this proposal.

S. Bond and Insurance Requirements:

Required Bonds

Once a contract is awarded, the successful Bidder may be required to furnish all bonds within 10 days of the date of the contract. The limits are listed below, and samples are attached.

Bonds

The bonds that are required are as follows:

| | |
|----------------------------|--|
| Performance Bond: | 100% of the value of the contract to ensure completion of work |
| Payment Bond: | 100% of the value of the contract to assure that the Owner is protected against unpaid debts of the Contractor |
| Defect (Maintenance) Bond: | 100% of the value of the contract to provide correction of defects for one year after acceptance of work |

Required Insurance

Each subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability prior to commencement of work through final date of payment to Subcontractor:

1) Commercial General Liability (CGL).

- a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- b) CGL coverage shall be written on ISO Occurrence form CG 00 01 12 07 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 07 04 AND CG 20 37 07 04 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

2) Automotive Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

3) Commercial Umbrella

- a) Umbrella limits must be at least \$1,000,000.
- b) Umbrella policy must provide coverage over the Commercial General Liability, Automobile Liability, and Workers Compensation and Employers Liability policies carried by Subcontractor.
- c) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- d) Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

4) Workers Compensation and Employers Liability.

a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

b) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.

c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

5) Professional Errors & Omissions/Pollution.

a) If applicable to the Project, Professional E&O coverage of at least \$1,000,000.

b) If applicable to the Project, Pollution coverage of at least \$1,000,000.

6) Rigger's Liability (if applicable).

a) Rigger's liability coverage with per occurrence limits not less than \$500,000 or such amount as the most expensive item or items Subcontractor may move, lift, rig, or hoist during the term of this Subcontract, whichever is higher.

b) Contractor, Owner, and all other parties required of Contractor shall be included as additional insured, and the coverage shall apply as primary and non-contributory insurance before any other insurance, including any deductible, maintained by, or provided to, the additional insured.

7) Waiver of Subrogation.

Subcontractor waives all rights against Contractor, Owner and Architect/Engineer and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

8) Notification of Cancellation, Non-Renewal or Material Change in Coverage

In accordance with FAR 52.228-5 Insurance – Work on a Government Installation, Subcontractor's General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies shall be endorsed to state that Contractor will be notified at least thirty (30) calendar days in advance in the event of cancellation, non-renewal or material change in coverage of said policies and the subcontractor will replace "will endeavor" with "must notify" in their Certificate of Insurance.

9) Certificate of Insurance.

Subcontractor shall provide Contractor with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. Subcontractor shall maintain on file with the contractor valid certificates of insurance until final payment is received by the Subcontractor.

The Certificate Holder should read:

**Ross Group Construction Corporation
PO Box 690960
Tulsa, OK 74169**

"Ross Group, **Oklahoma Panhandle State University, Board of Regents for the Oklahoma Agricultural and Mechanical Colleges** are added as additional insured with respect to the general liability insurance" needs to be listed in the special provisions box – you may refer to AIA A201 General Conditions document Article 11, Item 11.3.7. Please note that thirty (30) days written notice of cancellation is required - refer to the AIA A201 General Conditions document, Article 11, Item 11.1.3 for clarification. Please understand that there will be no deviation from the above-mentioned requirements.

Acknowledgment and Agreement of Understanding and Acceptance of the Supplemental Instructions to Bidders

THIS PAGE TO BE SUBMITTED WITH BID

I have read and understand the above requirements provided in the supplemental instructions to bidders.

Name _____

Company _____

Date _____

I have read and understand the above requirements provided in the supplemental instructions to bidders.

*Please note that without the form signature sheet, proposals will be considered incomplete.

I, as bidder, have read and understand the above requirements. All terms and conditions as expressly or implicitly implied are agreed to. Signature and submission of the "Acknowledgment And Agreement Of Understanding And Acceptance Of The Supplemental Instructions To Bidders" form as submitted with the "Lump Sum Bid Proposal" is acknowledged as a requirement to constitute a complete bid package.

Oklahoma Panhandle State University
Goodwell, OK 73939

**OPSU Student Union Renovatic
oodwell, OK 73939**

**BONDS AND AFFIDAVITS REQUIRED AT
THE TIME OF THE BID**

(TO BE SUBMITTED WITH BID)

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE, THE UNDERSIGNED

_____, as Principal , _____

and _____ as Surety, are hereby firmly bound unto [Oklahoma Panhandle State University], as Owner, in the penal sum of _____ for the payment of which, will and truly to be made, whereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20 _____

The condition of the above obligation is such that whereas the Principal has submitted a certain bid the aforementioned Owner, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of

NOW THEREFORE,

If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract properly completed in accordance with said bid, and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid. Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have set their corporate seals to be affixed hereto and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____

Surety _____

By _____

SEAL

(TO BE SUBMITTED WITH BID)

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

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

(If none, so state)

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 bidder and any officer or director of the Architect or Engineer or other party to the project as follows:

(If none, so state)

Affiant further states that the names of all persons having such business relationships and the positions they hold with their respective companies or

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

Signature

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

Notary Public _____

My Commission Expires _____

(TO BE SUBMITTED WITH BID)

COMPETITIVE BID AND CONTRACT AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

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

Signature

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

Notary Public _____

My Commission Expires _____

STATEMENT OF NON-DEBARMENT

I _____ (Contractor Official),

representing _____ (Contractor),

Do state that _____ is not debarred,
suspended or otherwise prohibited from providing construction services by
any Federal, State, or local agency.

DATED this _____ day of _____, 20____.

____ (Contractor)

____ (By)

_____ (Title)

Subscribed and sworn to before me this _____ day

of _____, 20_____.

_____ (Notary Public)

(TO BE SUBMITTED WITH BID)

NON-COLLUSION AFFIDAVIT

STATE OF: _____

)SS.

COUNTY OF: _____

_____, of lawful age, being first duly sworn, an oath says that _____ is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from bidding; or with any Government or School District official or employee or representative as to quantity, quality, or price in the prospective Contract, or any other terms of said prospective Contract; or in any discussions between bidders and any Government or School District Official or employee or representative concerning exchange of money or other thing of value for special consideration in the letting of a Contract; that the Bidder/Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the School District or School Board (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

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

Notary Public _____

My Commission Expires _____

Execute and include with Bid Form.

Bid Packages

BID PACKAGE 1A - Cleaning

SCOPE OF WORK:

A. The work as described in the following sections:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |

(In addition to the sheets/specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 14 | Conveying Equipment |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 28 | Electronic Safety and Security |

*Alternate Pricing may be required for this Bid Package. Reference Bid Forms.

Furnish all materials, equipment, and labor to complete the **Cleaning** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Cleaning package in strict accordance with the Construction Documents. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Cleaning package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.

- 2) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package.
- 3) Removal of any trash, dirt, and debris as required by jobsite superintendent
- 4) Dust and wipe down all surfaces to remove all dust, smudges, fingerprints, drywall, paint, etc. including but not limited to: windows, window frames, stairways, handrails, fixtures, base boards, rubber base, trim, doors, door frames, fire extinguisher cabinets, toilet partitions, toilet accessories, millwork, solid surfaces, inside drawers/cabinets, elevators (as applicable), etc.
- 5) Clean and dust all vents, grills, diffusers, and registers
- 6) Clean and dust all walls, ceilings, light switches, electrical outlets and fixtures
- 7) Sweep, vacuum, mop, and polish of all flooring as required
- 8) Cleaning of all glazing
- 9) Clean and dust all doors and door hardware
- 10) Polish reflective surfaces to clear shine
- 11) Removal of any stickers, packaging materials, protective coatings, and residue that may be left on any exposed items
- 12) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents.**
- 13) Includes two separate scheduled cleanings (general cleaning and final cleaning)
- 14) All mobilizations required to complete scope of work including both scheduled cleanings and punch list items
- 15) Protection of all adjacent surfaces
- 16) Responsible for daily cleanup of work area and proper disposal of unused items and waste
- 17) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule.

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax

BID PACKAGE 2A - Demolition

SCOPE OF WORK:

A. The work is described in the following sections:

| <u>Section</u> | <u>Title</u> |
|----------------|--------------|
| 02 4100 | Demolition |

B. Related work in other sections:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Alternate Pricing may be required for this Bid Package. Reference Bid Forms.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Demolition** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Demolition package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Demolition package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 3) Subcontractor is responsible for cleaning of work areas including hauloff and proper disposal of all construction debris on a daily basis
- 4) Subcontractor is responsible to protect and prevent damages to all interior/exterior finishes and materials which are to remain in place per Contract Documents. Dust control as required during scope of work.
- 5) Site conditions verification prior to beginning any demolition
- 6) Provide all labor, materials, and equipment to complete all interior and exterior demolition per Contract Documents
- 7) Provide all required safety plans and submittals per Contract Documents and OSU/OPSU campus standards
- 8) Remove/Dispose of all existing floor finishes, subflooring systems, wall tiling, terrazo curbs, and platform system per Contract Documents
- 9) Remove/Dispose of all existing walls/ceilings/soffits and associated wall/ceiling/soffit assembly materials per Contract Documents
- 10) Remove/Dispose all existing ceiling grid/tile, lights, grilles/diffusers, piping, wiring, devices, and all additional MEP equipment/systems per Contract Documents
- 11) Remove/Dispose all existing window shades, blinds, and screen systems per Contract Documents
- 12) Remove/Dispose all casework and acoustical panels per Contract Documents
- 13) Remove/Dispose all existing handrails, chair rails, wood door trim, and corner guards per Contract Documents
- 14) Remove/Dispose all chalkboards, tackboards, rub strips, & wood frames/trim per Contract Documents
- 15) Remove/Dispose all existing interior storefront glazing and framed-systems, door frames, security gate, and cafeteria tables per Contract Documents
- 16) All existing foodservice equipment shall be salvaged for reuse (disconnections by others)
- 17) Remove/Dispose of existing storage shed structure, limestone veneer, and solarium system per Contract Documents
- 18) Remove/Dispose all existing plumbing fixtures (salvage and return to owner), toilet partitions, and toilet accessories per Contract Documents
- 19) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**

- 20) Includes all necessary sawcutting, shoring and bracing (for existing roof framing, walls, and lateral supports) per Contract Documents
- 21) Subcontractor is responsible for disposal, hauloff, and dumping of all demolished materials, systems, equipment, and devices
- 22) Hot weather and cold weather protection as required
- 23) Dewatering as required for scope of work
- 24) All mobilizations required to complete scope of work including punch list items.

- 25) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations prior to beginning any scope of work activities.

- 27) Coordination amongst other trades to ensure a complete, integrated, verified, and timely installation according to project schedule provided by Construction Manager.
- 28) Protection of existing adjacent surfaces, materials, and equipment which are to remain in place per Contract Documents.
- 29) Repairing of major abrasions and damages upon existing-to-remain finishes caused by this Subcontractor at no additional cost to Owner or Construction Manager.
- 30) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents.

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Rooftop Demo for New Openings (By Others)
- 3) Demo of Existing HVAC Equipment at Mezzanine (By Others)
- 4) Wall Mounted Light Fixtures at Existing Brick Walls

BID PACKAGE 3A - Concrete

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|----------------|------------------------|
| 03 3000 | Cast-in-Place Concrete |
| 07 2100 | Thermal Insulation |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Alternate Pricing may be required for this Bid Package. Reference Bid Forms.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Concrete** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Concrete package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Insulated Concrete package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for new concrete footings, concrete patio, and concrete ramp base per Contract Documents
- 3) Provide all required submittals per Contract Documents
- 4) Subcontractor is responsible for all existing slab repairs at bottom of slab per Contract Documents
- 5) Reinforcing and dowels
- 6) Set anchor bolts & embeds
- 7) Concrete footings at columns
- 8) Infill of existing slab where indentified
- 9) Saw-cutting
- 10) Dowels
- 11) Rebar and rebar caps
- 12) Forms
- 13) Curing
- 14) Finishing
- 15) Expansion/Control joints
- 16) Removal of all spoils resulting from concrete scope of work, including alternates
- 17) Excavation, backfill, agg base, compaction, and rough/final grading of soils at new concrete areas
- 18) Testing will be performed by others, if any retesting is required this will be provided by Subcontractor at no additional expense to the Owner or Construction Manager
- 19) Tie-ins at existing concrete areas
- 20) Responsible for daily cleanup of work area and proper disposal of unused items and waste
- 21) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 22) Layout from control points
- 23) It will be the responsibility of this subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 24) Coordination amongst other trades to ensure complete, integrated, verified, and timely installations
- 25) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 26) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor

- 27) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 28) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 29) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 30) Concrete sidewalk, concrete at ramp, monolithic thickened base at ramp per Contract Documents
- 31) Expansion joints and joint sealants at all new concrete
- 32) Protection of adjacent surfaces, materials and equipment. Subcontractor will be responsible for all cleaning of adjacent surfaces following installations
- 33) Dewatering as required for scope of work
- 34) All mobilizations required to complete scope of work including punch list items

- 35) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 36) Hot weather and cold weather protection as required
- 37) Construction and maintenance of concrete washout pit. Removal once scope is complete
- 38) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) MEP Trench Lines

BID PACKAGE 4A - Masonry

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|-------------------------------|
| 04 2000 | Unit Masonry |
| 04 4313 | Stone Masonry Veneer |
| 07 2100 | Thermal Insulation |
| 07 6200 | Sheet Metal Flashing and Trim |
| 08 1113 | Hollow Metal Doors and Frames |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Masonry** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Masonry package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Masonry package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for Masonry scope per Contract Documents
- 3) Provide all required submittals per Contract Documents
- 4) Masonry selective demolition including but not limited to all bracing, sawcutting, removal, and disposal of demolished materials per Contract Documents
- 5) Masonry brick veneer including but not limited to all existing exterior walls which shall receive new openings, existing walls which shall receive selective demolition per Contract Documents
- 6) Limestone veneer including but not limited to selective demolition of existing limestone veneer which shall be salvaged and repurposed as part of this scope of work per Contract Documents
- 7) Includes any additional new limestone veneer required to complete this scope of work per Contract Documents
- 8) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 9) Masonry ties and stone anchors
- 10) CMU
- 11) Masonry reinforcing
- 12) Dowels
- 13) Control joints
- 14) Joint sealer and backer rod
- 15) Grout fills including new hollow metal door frames
- 16) Flashing
- 17) Mortar & grout
- 18) Rigid insulation at masonry finishes
- 19) Weeps
- 20) Mortar net
- 21) Installation of embeds
- 22) Patch and repair of existing walls following demolition of storage shed, limestone veneer, solarium, and new opening demo.
- 23) Installation of steel lintels and steel beams/plates at new and existing openings to receive new finishes per Contract Documents
- 24) Responsible for daily cleanup of work area and proper disposal of unused items and waste

- 25) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 26) Layout from control points
- 27) Coordination amongst other trades to ensure a complete, integrated, verified, and timely installation
- 28) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 29) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 30) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 31) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 32) Protection of adjacent surfaces
- 33) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 34) Any lifts or scaffolding needed for completion of this scope of work
- 35) Dewatering as required for scope of work
- 36) All mobilizations required to complete scope of work including punch list items
- 37) Hot weather and cold weather protection as required
- 38) Includes cleaning of all installed masonry finishes and any additional cleaning of disturbed/soiled surfaces and finishes caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 39) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule.
- 40) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax

| |
|---|
| BID PACKAGE 5A - Structural Steel & Metals |
|---|

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|---------------------------|
| 05 1200 | Structural Steel Framing |
| 05 4000 | Cold-Formed Metal Framing |
| 05 5000 | Metal Fabrications |
| 05 5213 | Pipe and Tube Railings |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Structural Steel & Metals** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Structural Steel & Metals package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides Structural Steel & Metals package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for Structural Steel & Metals scope per Contract Documents
- 3) Provide all required submittals & shop drawings per Contract Documents
- 4) Structural steel & metals to include, but not be limited to steel channels, steel angles, steel beams, steel columns, column slips, steel decking, base plates, shear plates, braces, blocking or steel shims as required, bolts, welding, anchor rods, & anchor bolts per Contract Documents
- 5) Any bolts, blocking, anchoring, drill & epoxying, fasteners, nuts, plates, angles, hardware, and misc. steel required for structural steel & metals scope of work
- 6) Delivery, unloading, and staging of materials
- 7) Layout and field verify existing structure prior to beginning any work
- 8) Subcontractor is responsible for any prep work of existing conditions as required to provide complete, fully designed system(s)
- 9) Steel supports at millwork systems per Contract Documents
- 10) Steel joists, trusses, stiffeners, kickers, and all associated welding and fire watch to be provided by this Subcontractor
- 11) Steel handrailings, barrier railings, steel grates, steel support systems per Contract Documents
- 12) Lintels, dowels, and any additional reinforcements as required to complete, fully designed systems
- 13) All structural steel, including but not limited to metal decking at new and relocated HVAC rooftop equipment per Contract Documents
- 14) Bent plates
- 15) RTU support steel & roof duct opening steel per Contract Documents
- 16) Primer, including field touchups as required
- 17) Protection of adjacent surfaces
- 18) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 19) Galvanized composite decking
- 20) Coordination amongst other trades to ensure a complete, integrated, verified, and timely installation
- 21) All mobilizations required to complete scope of work including punch list items
- 22) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents

- 23) Any lifts or scaffolding needed for completion of this scope of work
- 24) Responsible for daily cleanup of work area and proper disposal of unused items and waste
- 25) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 26) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 27) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 28) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 29) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule.
- 30) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 31) Includes cleaning of all installed materials, finishes, manufacturer stickers/markings/etc., and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 32) Dewatering as required for scope of work
- 33) Hot weather and cold weather protection as required
- 34) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Roof Penetrations
- 3) 8 Gauge Aluminum Plates

BID PACKAGE 6A - Millwork & Solid Surfaces

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|-------------------------------|
| 06 1000 | Rough Carpentry |
| 06 2000 | Finish Carpentry |
| 06 4100 | Architectural Wood Casework |
| 07 6200 | Sheet Metal Flashing and Trim |
| 09 7260 | Tackable Wallcovering |
| 12 3600 | Countertops |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Millwork & Solid Surfaces** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Millwork & Solid Surfaces package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Millwork & Solid Surfaces package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all required submittals and safety plans per Contract Documents
- 3) Provide all labor, materials, and equipment for complete and fully functional millwork and solid surface systems per Contract Documents
- 4) All new casework, shelvings, filler panels, countertops, plastic laminate surfaces, backsplashes, sidesplashes, window sills, solid surfaces, turndown edges, solid surface penetrations/coring/grommets, casework hardware, wood paneling per Contract Documents
- 5) All fiberglass reinforced paneling (FRP) and associated FRP trim per Contract Documents
- 6) Tackable wallcovering systems
- 7) All tack surface and wallcovering systems including but not limited to all associated blocking wrapped with aluminum trim finishes and aluminum trims per Contract Documents
- 8) Removal, staging, and reinstallation of existing sneeze guard systems per Contract Documents. Subcontractor is responsible for all associated solid surface penetrations/coring/grommets, fasteners, sealants, and adhesives to provide a complete, fully functional system per Contract Documents
- 9) Any bolts, blocking, shims, fasteners, nuts, plates, angles, adhesives, caulking, sealants, and misc. hardware required for millwork and installation scope of work
- 10) Layout from control points
- 11) White oak trim finishes per Contract Documents
- 12) Hardwood finishes per Contract Documents
- 13) Plywood substrates including paint grade materials
- 14) Blocking and plywood as required for fabrication and installation of all millwork and surface systems
- 15) Removable access panels at millwork areas including clips, hardware, and blocking per Contract Documents
- 16) Responsible for daily cleanup of work area and proper disposal of unused items and waste
- 17) Subcontractor is responsible to coordinate and verify layout, locations, and elevations of all scope of work
- 18) Coordination amongst other trades and verification of existing salvaged equipment dimensions to ensure a complete, integrated, verified, and timely installation

19) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents

- 20) Protection of adjacent surfaces
- 21) Delivery, unloading, and staging of materials
- 22) Layout and field verify existing structure prior to beginning any work
- 23) Subcontractor is responsible for any prep work of existing conditions as required to provide complete, fully designed system(s)
- 24) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 25) All mobilizations required to complete scope of work including punch list items
- 26) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 27) Any lifts or scaffolding needed for completion of this scope of work
- 28) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 29) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 30) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 31) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 32) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 33) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 34) Includes cleaning of all installed materials, finishes, manufacturer stickers/markings/etc., pencil markings, and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Steel Supports at Millwork Systems
- 3) Existing Casework at Workroom 10
- 4) Kitchen Equipment

BID PACKAGE 7A - Joint Sealants & Waterproofing

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| 07 2500 | Weather Barriers, Fluid-Applied Membrane Air Barriers, Vapor Permeable |
| 07 9200 | Joint Sealants |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Joint Sealants & Waterproofing** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Joint Sealants & Waterproofing package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Joint Sealants & Waterproofing package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for fabrication & installation of all Joint Sealants & Waterproofing per Contract Documents
- 3) Provide all required submittals per Contract Documents
- 4) Provide and install all joint filler & sealants at new concrete, transition joints and per Contract Documents
- 5) Provide and install all fluid applied waterproofing systems and weather barriers per Contract Documents including, but not limited to all rough openings for doorways, windows, storefronts, louvers, roof openings, columns, anchors, & exterior wall openings/penetrations/concealments per Contract Documents
- 6) Joint sealants at masonry, concrete, fiber cementitious siding, and gypsum sheathing per Contract Documents
- 7) Layout from control points
- 8) Responsible for daily cleanup of work area and proper disposal of unused items and waste
- 9) Subcontractor is responsible to coordinate and verify layout, locations, and elevations of all scope of work
- 10) Coordination amongst other trades to ensure a complete, integrated, verified, and timely installation
- 11) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 12) Protection of adjacent surfaces
- 13) Delivery, unloading, and staging of materials
- 14) Layout and field verify existing conditions prior to beginning any work
- 15) Subcontractor is responsible for any prep work of existing conditions as required to provide complete, fully designed system(s)
- 16) All installed materials/equipment shall be plumb, level, and square upon final acceptance
- 17) All mobilizations required to complete scope of work including punch list items
- 18) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 19) Any lifts or scaffolding needed for completion of this scope of work
- 20) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 21) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 22) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor

- 23) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 24) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule

This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation

Includes cleaning of all installed materials, finishes and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax

BID PACKAGE 7B - Roofing

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| 07 2100 | Thermal Insulation |
| 07 2500 | Weather Barriers, Fluid-Applied Membrane Air Barriers, Vapor Permeable |
| 07 6200 | Sheet Metal Flashing and Trim |
| 07 8400 | Firestopping |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Roofing** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Roofing package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Roofing package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for Roofing scope per Contract Documents
- 3) Provide all required submittals & shop drawings per Contract Documents
- 4) Subcontractor is responsible for all existing roofing system(s) demolition to provide rough openings for new MEP equipment penetrations and RTU curbs per Contract Documents
- 5) Cutting and coring of roof and roof deck for MEP penetrations
- 6) Repair/Patching existing roof system(s) following MEP demo and new MEP installation to create a complete, weatherproof, roofing system(s)
- 7) Subcontractor will be responsible for watertesting existing roof system(s) prior to beginning any roof activities. Any new roof leaks discovered throughout construction will be the responsibility of this Subcontractor to repair, patch, and resolve until roofing system(s) is waterproof and accepted by Construction Manager
- 8) All fasteners and hardware required for a complete installation per Contract Documents
- 9) Sealants, primers, adhesives, and wood blocking as required for complete installation
- 10) Provide and install all insulation, coverboard, ice and water shield, and flashing per Contract Documents
- 11) Subcontractor will be responsible for all roofing safety, temp covering of any existing or new roof openings during construction, and flagging as requested by Construction Manager
- 12) Sheet metal flashing and trim at roofing systems and adjacent surface transitions
- 13) Flashing and sealing of all roof penetrations
- 14) Layout from control points
- 15) Responsible for daily cleanup of work area and proper disposal of unused items and waste
- 16) Subcontractor is responsible to coordinate and verify layout, locations, and elevations of all scope of work
- 17) Coordination amongst other trades to ensure a complete, integrated, verified, and timely installation
- 18) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 19) Protection of adjacent surfaces
- 20) Delivery, unloading, and staging of materials
- 21) Layout and field verify existing conditions prior to beginning any work
- 22) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)

- 23) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 24) All mobilizations required to complete scope of work including punch list items
- 25) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 26) Any lifts or scaffolding needed for completion of this scope of work
- 27) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 28) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 29) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 30) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 31) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 32) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 33) Includes cleaning of all installed materials, finishes, manufacturer stickers/markings/etc., and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 34) Attic stock materials per Contract Documents
- 35) Hot weather and cold weather protection as required

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax

| |
|---|
| BID PACKAGE 8A - Hollow Metal Frames, Hollow Metal Doors, Traffic Doors, & Hardware (Supply) |
|---|

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|-------------------------------|
| 08 1113 | Hollow Metal Doors and Frames |
| 08 3800 | Traffic Doors |
| 08 7100 | Door Hardware |
| 08 8000 | Glazing |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Hollow Metal Frames, Hollow Metal Doors, Traffic Doors, & Hardware (Supply)** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Hollow Metal Frames, Hollow Metal Doors, Traffic Doors, & Hardware (Supply) package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Hollow Metal Frames, Hollow Metal Doors, Traffic Doors, & Hardware (Supply) package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all required submittals to include product data, samples, schedules, shop drawings, and warranties for approval prior to ordering/fabrication of materials per Contract Documents
- 3) This Supplier/Subcontractor will be responsible to provide all Hollow Metal Doors (including all door lite openings, glazing, & door lite kits), Hollow Metal Frames, Door Hardware, Traffic Doors, Priming & Factory Finish, all required fasteners, hardware, & accessories per Contract Documents
- 4) Delivery to jobsite
- 5) Supplier/Subcontractor is responsible for any required STC & Fire Ratings associated with this scope of work per Contract Documents
- 6) Includes all required weatherstripping, astragals, and mullions
- 7) Keying of all doors
- 8) Provide specified amount of keys to owner per Contract Documents and/or as requested by Construction Manager
- 9) Upon receipt, products having defects that may affect serviceability of use for the intended purpose or appearance will be rejected, shall not be used, and shall be replaced immediately by this Supplier/Subcontractor at no additional cost to the Owner or Construction Manager
- 10) Doors and frames shall be prepped by this Supplier/Subcontractor to receive specified hardware per Contract Documents
- 11) This Supplier/Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation

- 12) Supplier/Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Supplier/Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 13) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 14) All mobilizations required to complete scope of work including punch list items
- 15) Supplier/Subcontractor is responsible for any prep work of supplied materials as required to provide complete, fully designed system(s)
- 16) Supplier/Subcontractor is responsible for repairing and/or full replacement of supplied materials which incur damages during transit and delivery to job site at no additional cost to Owner or Construction Manager
- 17) Attic stock materials per Contract Documents

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Wood Door Supply
- 3) Doors, Frames, & Hardware Install

| |
|---|
| BID PACKAGE 8B - Wood Doors (Supply) |
|---|

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|---------------------|
| 08 1416 | Flush Wood Doors |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Wood Doors (Supply)** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Wood Doors (Supply) package in strict accordance with the Construction Documents. It is the intent and meaning of the Contract Documents that this Supplier/Subcontractor provides a Wood Doors (Supply) package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all required submittals per Contract Documents
- 3) Furnish all inspections, validations, and certifications as required per project documents
- 4) Furnish all new solid core wood doors per Contract Documents
- 5) Supply and install of all door lite openings, glazing, & door lite kits prior to delivery to project site
- 6) Supplier/Subcontractor is responsible for any required STC & Fire Ratings associated with this scope of work per Contract Documents
- 7) Doors shall be prepped by this Supplier/Subcontractor to receive specified hardware (by others) per Contract Documents
- 8) All mobilizations required to complete scope of work including punch list items
- 9) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 10) Any material having defects will be rejected and shall be replaced immediately by this subcontractor at no additional cost to the Owner or Construction Manager
- 11) Replacement of major abrasions and imperfections in delivered materials caused by this Supplier/Subcontractor
- 12) This Supplier/Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 13) Delivery, offloading, and staging of all materials as required to complete scope of work
- 14) Manufacturer-recommended staging and transporting of all materials within jobsite as required to complete scope of work
- 15) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Hollow Metal Frames, Hollow Metal Doors, Traffic Doors, & Door Hardware Supply
- 3) Doors, Frames, & Hardware Installation

| |
|---|
| BID PACKAGE 8C - Hollow Metal Doors, Wood Doors, Traffic Doors, & Hardware (Install) |
|---|

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|-------------------------------|
| 08 1113 | Hollow Metal Doors and Frames |
| 08 1416 | Flush Wood Doors |
| 08 3800 | Traffic Doors |
| 08 7100 | Door Hardware |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Hollow Metal Doors, Wood Doors, Traffic Doors, & Hardware (Install)** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Hollow Metal Doors, Wood Doors, Traffic Doors, & Hardware (Install) package in strict accordance with the Construction Documents. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Hollow Metal Doors, Wood Doors, Traffic Doors, & Hardware (Install) package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for Hollow Metal Doors, Wood Doors, Traffic Doors, & Hardware (Install) scope per Contract Documents
- 3) Install of all new doors and hardware (provided by others) per Contract Documents
- 4) All doors and hardware shall be installed per manufacturer's instructions
- 5) Includes all coring of floors and walls as necessary for proper installation of doors and hardware per Contract Documents
- 6) Includes any doors and hardware adjustments following installation prior to substantial completion
- 7) Include shimming required for installation
- 8) Responsible for coordination amongst other trades to ensure a complete, integrated, and timely installation
- 9) Repairing of minor abrasions and imperfections in finishes
- 10) Protection of installed materials prior to substantial completion
- 11) All punch list items will be corrected promptly
- 12) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 13) All mobilizations required to complete scope of work including punch list items
- 14) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 15) Protection of adjacent surfaces
- 16) All installed items/systems shall be plumb, level, and square. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 17) All fasteners and misc. hardware required for a complete installation
- 18) Hot weather and cold weather protection as required
- 19) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Coiling Counter Doors & Security Grilles (Turnkey)

BID PACKAGE 8D - Aluminum Windows, Storefronts, & Glazing

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|----------------|-----------------------------|
| 08 4313 | Aluminum-Framed Storefronts |
| 08 5113 | Aluminum Windows |
| 08 7100 | Door Hardware |
| 08 8000 | Glazing |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Aluminum Windows, Storefronts, & Glazing** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Aluminum Windows, Storefronts, & Glazing package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Aluminum Windows, Storefronts, & Glazing package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all required submittals to include product data, samples, schedules, shop drawings, and warranties for approval prior to ordering/fabrication of materials per Contract Documents
- 3) Provide all labor, materials, and equipment to provide complete, fully functional and watertight Aluminum-Framed Storefronts, Aluminum Windows, & Glazing systems per Contract Documents
- 4) Includes all backer rod, sealants, thresholds, break metal trim, shims, weep hole covers, and weatherstripping per Contract Documents
- 5) Furnish and install all door hardware and keying for aluminum storefront entrances
- 6) Provide specified amount of keys to owner per Contract Documents
- 7) Furnish all inspections, validations, and certifications as required per Contract Documents
- 8) All supplied and installed doors, frames, and windows by this Subcontractor shall be prepped by this Subcontractor to receive specified hardware per Contract Documents
- 9) Treated wood blocking as required for proper window system installation per Contract Documents
- 10) Provide, install, and maintain temporary enclosures of window and door openings as deemed necessary by project schedule and Superintendent
- 11) Any waterproofing, flashing, and sealants required to provide a complete, fully sealed and functional window systems per Contract Documents
- 12) Water testing and cleaning of all windows and window frames following installation by this Subcontractor
- 13) All fasteners and hardware required for a complete installation(s) per Contract Documents
- 14) Includes any doors and hardware adjustments following installation prior to substantial completion
- 15) Factory Finish
- 16) Furnish and install all glazing and fire rated glazing per Contract Documents
- 17) Metal cap flashing sill at windows and storefront
- 18) Hot weather and cold weather protection as required
- 19) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 20) Protection of adjacent surfaces
- 21) Delivery, unloading, and staging of materials
- 22) Layout and field verify existing conditions prior to beginning any work
- 23) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)

- 24) Includes all necessary modifications to existing storefront door systems and hardware devices which are to remain in place per Contract Documents
- 25) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 26) All mobilizations required to complete scope of work including punch list items
- 27) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 28) Any lifts or scaffolding needed for completion of this scope of work
- 29) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 30) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 31) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 32) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 33) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 34) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 35) Includes cleaning of all installed materials, finishes, manufacturer stickers/markings/etc., pencil markings, and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Door Lite Glazing
- 3) Mirrors

BID PACKAGE 8E - Coiling Doors & Security Grilles

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|-----------------------|
| 08 3313 | Coiling Counter Doors |
| 08 3330 | Security Grilles |
| 08 7100 | Door Hardware |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Coiling Doors & Security Grilles** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Coiling Doors & Security Grilles package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Coiling Doors & Security Grilles package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all required submittals per Contract Documents
- 3) Furnish and install of all coiling counter doors and security grille(s) systems per Contract Documents
- 4) All products and materials shall meet all ratings and certifications as required per Contract Documents
- 5) Factory finished per Contract Documents
- 6) Subcontractor is responsible for field verifying all rough opening dimensions prior to procuring materials and installations
- 7) Furnish and install all necessary rough opening preparations, fasteners, mounting, integral framing, sills, slats, formed tracks, hood enclosures, locking devices, curtains, rods, spacer tubes, keying, and hardware per Contract Documents
- 8) Includes all testing and adjustments of doors, grilles, and hardware adjustments following installation and prior to substantial completion
- 9) Includes all secure, rigid bracing and anchoring components as required to provide a complete, fully functional system(s) per Contract Documents
- 10) Includes all pocket door systems, devices, hardware, accessories, and finishes to provide a complete fully functional system(s) per Contract Documents
- 11) Perimeter trims and enclosures
- 12) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 13) Treated wood blocking as required for proper installation per Contract Documents
- 14) Protection of adjacent surfaces
- 15) Delivery, unloading, and staging of materials
- 16) Layout and field verify existing conditions prior to beginning any work
- 17) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)
- 18) Includes all necessary modifications to existing surfaces which are to remain in place per Contract Documents
- 19) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 20) All mobilizations required to complete scope of work including punch list items
- 21) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents

- 22) Any lifts or scaffolding needed for completion of this scope of work
- 23) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 24) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 25) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 26) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 27) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 28) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 29) Includes cleaning of all installed materials, finishes, manufacturer stickers/markings/etc., pencil markings, and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) HM Door Frames, HM Doors, Traffic Doors & Door Hardware (Turnkey)

| |
|---|
| BID PACKAGE 9A - Rough Carpentry, Metal Stud Framing, Gypsum Board Assemblies, & Acoustical Ceilings/Walls |
|---|

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| 05 4000 | Cold-Formed Metal Framing |
| 06 1000 | Rough Carpentry |
| 07 2100 | Thermal Insulation |
| 07 4646 | Fiber-Cement Siding |
| 07 6200 | Sheet Metal Flashing and Trim |
| 07 8400 | Firestopping |
| 07 9200 | Joint Sealants |
| 08 1113 | Hollow Metal Doors and Frames |
| 08 3100 | Access Doors and Panels |
| 09 2116 | Gypsum Board Assemblies |
| 09 2236 | Lath |
| 09 2523 | Lime Based Plastering |
| 09 5100 | Acoustical Ceilings |
| 09 8430 | Sound-Absorbing Wall and Ceiling Units |
| 10 4400 | Fire Protection Specialties |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Rough Carpentry, Metal Stud Framing, Gypsum Board Assemblies, & Acoustical Ceilings/Walls** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Rough Carpentry, Metal Stud Framing, Gypsum Board Assemblies, & Acoustical Ceilings/Walls package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a complete Rough Carpentry, Metal Stud Framing, Gypsum Board Assemblies, & Acoustical Ceilings/Walls package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for Rough Carpentry, Metal Stud Framing, Fiber-Cement Siding, Gypsum Board Assemblies, Lath/Plastering, Acoustical Ceilings, & Sound-Absorbing Wall & Ceiling Units scopes per Contract Documents
- 3) Provide all required submittals per Contract Documents
- 4) Furnish all inspections, validations, and certifications as required per Contract Documents
- 5) Provide, install, and maintain temporary partitions and temporary doors as deemed necessary by project schedule and Superintendent, including eventual relocation, removal, and disposal
- 6) Subcontractor is responsible for offsite storage prior to mobilization
- 7) Provide all rough carpentry framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, mounting boards, and trim per Contract Documents
- 8) Provide and install flexible wood backing plates, aluminum plates, fasteners, and anchors per Contract Documents
- 9) Provide and install all structural and non-structural metal framing including but not limited to metal studs, shear walls, fire-rated walls, fasteners, stud clips, furring, wood blocking, insulation, and bracings to provide a complete, fully structured metal stud system(s) per Contract Documents
- 10) Air and weather barriers at all masonry applications per Contract Documents
- 11) Includes all non-structural framing and installations of fire extinguisher cabinets (supplied by others) per plans and specifications

- 12) Provide and install all drywall assemblies per Contract Documents including but not limited to sheetrock, moisture-resistant sheetrock, sheathing, and vapor retarder systems. All drywall assemblies shall meet building code fire ratings and STC ratings per Contract Documents
- 13) Provide and install all wall lath, mesh, beads, screeds, joint accessories, trims, anchorage, fasteners, and tie wires to provide a complete, fully functional system as designed per Contract Documents plastering, and finishing per Contract Documents
- 14) Provide and install all plastering systems to include but not be limited to base coatings, second coatings, finish coatings, plasterings, texturings, lath and accessories to provide a complete, fully finished system as designed per Contract Documents
- 15) Includes all sawcutting, patching and repairing of existing walls, ceilings, surfaces. Subcontractor will be responsible for full-skim of all wall/ceilings/surfaces called to remain in place which are adjacent and/or connected to new finishes
- 16) Control joints
- 17) Fire and acoustical caulking/sealant
- 18) Installation of all HM door frames (supplied by others)
- 19) Furnish and install all finish accessories including but not limited to zip bead, corner bead, joint tape, moisture guard trim, control joints, drywall mud, texture, per finish level schedule per Contract Documents
- 20) Cold-formed metal framing and sheathing
- 21) Wall furring and soffits
- 22) Wall and ceiling batt insulation
- 23) In wall blocking/backing
- 24) FRT Blocking
- 25) Shear wall framing and plywood
- 26) Provide and install fiber-cement siding, including but not limited to all panel siding, cladding, continuous insulation, girts, aluminum trims/fry reglets, insect screens, sealant, sheet metal flashing, hardware, fasteners, etc. per Contract Documents
- 27) All fasteners, anchors, clips, stringers, wiring, accessories required for scope of work
- 28) Provide and install all new acoustical ceilings and sound-absorbing wall and ceiling unit systems including all tile, grid, trim, acoustic baffles, acoustic clouds, fasteners, clips, hanger wires per Contract Documents
- 29) Installation of all access panels provided by others
- 30) Responsible for all fireproofing and fire caulking related to this scope of work
- 31) Beauty caulking at all material transitions as required
- 32) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 33) Protection of adjacent surfaces
- 34) Delivery, unloading, and staging of materials
- 35) Layout and field verify existing conditions prior to beginning any work

- 36) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)
- 37) Includes all necessary modifications to existing surfaces which are to remain in place per Contract Documents
- 38) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 39) All mobilizations required to complete scope of work including punch list items
- 40) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 41) Any lifts or scaffolding needed for completion of this scope of work
- 42) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 43) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 44) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 45) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 46) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 47) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 48) Includes cleaning of all installed materials, overspray, finishes, manufacturer stickers/markings/etc. and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 49) Attic stock materials per Contract Documents
- 50) Hot weather and cold weather protection as required

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Fiber Reinforced Paneling
- 3) Hollow Metal Door Frame Supply
- 4) Tackable Wallcoverings

BID PACKAGE 9B - Flooring

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|---------------------|
| 09 3000 | Tiling |
| 09 6500 | Resilient Flooring |
| 09 6813 | Tile Carpeting |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Flooring** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Flooring package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Flooring package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment to provide complete, fully functional flooring systems as designed per Contract Documents
- 3) All submittals, shop drawings, samples, mock-ups, and warranties as required per Contract Documents
- 4) Subcontractor is responsible for offsite storage prior to mobilization
- 5) All floor prep as required to provide and install a complete fully functional flooring system
- 6) Provide and install all accessories including but not limited to subfloor filler, primer, adhesives, sealers, wax, divider strips, control-joint strips, accessory strips, metal transitions strips, abrasive strips, grouting, etc. for a complete flooring system per Contract Documents and manufacturer's recommendations
- 7) Provide and install all Tiling, Tile Carpeting, Resilient Base, Walk Off Carpet, and accessories per Contract Documents
- 8) Includes all wall tiling, tile wainscot, thresholds, and required trim per Contract Documents
- 9) **Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 10) Includes all transition strips, thresholds, Schluter strips, metal trim as required to complete the scope of work
- 11) All installations per manufacturer's instructions
- 12) Grout joints shall be without voids, cracks, excess mortar/grout, or too little grout
- 13) Moisture testing on cementitious subfloor surfaces
- 14) Mortar and setting
- 15) Tile sealants
- 16) Concrete floor slab crack isolation membrane
- 17) Backer board
- 18) Curing
- 19) Resilient base
- 20) Selective demolition of existing terrazo curb system per Contract Documents
- 21) Sealing of tile and grout per Contract Documents
- 22) Removal of excess adhesives without damage to adjacent surfaces
- 23) Includes all cleaning of installed materials and grout surfaces
- 24) Includes protection of finished materials during curing period
- 25) Beauty caulking at all material transitions as required
- 26) Protection of adjacent surfaces
- 27) Off-site storage, delivery, unloading, and staging of materials
- 28) Layout and field verify existing conditions prior to beginning any work

- 29) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)
- 30) Includes all necessary modifications to existing surfaces which are to remain in place per Contract Documents
- 31) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 32) All mobilizations required to complete scope of work including punch list items
- 33) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 34) Any lifts or scaffolding needed for completion of this scope of work
- 35) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 36) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 37) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 38) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 39) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 40) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 41) Includes cleaning of all installed materials, adhesives, finishes, manufacturer stickers/markings/etc., pencil markings, and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 42) Attic stock materials per Contract Documents

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax

BID PACKAGE 9C - Painting

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|---------------------|
| 06 2000 | Finish Carpentry |
| 07 4646 | Fiber-Cement Siding |
| 09 9113 | Exterior Painting |
| 09 9123 | Interior Painting |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Painting** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Painting package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Painting package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for all Painting scopes per Contract Documents
- 3) All submittals, shop drawings, samples, mock up wall, and warranties as required
- 4) Subcontractor is responsible for offsite storage prior to mobilization
- 5) Furnish and install all interior and exterior priming and painting per Contract Documents, including but not limited to all metal flashing, steel lintels, railings, supports, exposed structures, exposed metal decking, exposed ductwork, exposed pipings, fiber-cement siding systems, exposed piping and ductwork, vents, grilles, sills, doors, pocket door systems, door frames, finish carpentry surfaces, plastered surfaces, wall surfaces, & ceilings per Contract Documents
- 6) Subcontractor responsible for verification of all surfaces to be painted and preparation of all interior and exteriors surfaces receiving paint per Contract Documents
- 7) Includes any painting to match pre-finished materials
- 8) Provide and install all primers and finish coats for paint applications as indicated on the Contract Documents
- 9) Block filler (as applicable)
- 10) Epoxy painted finish systems per Contract Documents
- 11) All paint touch-ups & associated trips as required until completion of project
- 12) Beauty caulking at all material transitions as required
- 13) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 14) Protection of adjacent surfaces
- 15) Delivery, unloading, and staging of materials
- 16) Layout and field verify existing conditions prior to beginning any work
- 17) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully finished system(s) as designed per Contract Documents
- 18) Includes all necessary preparations to existing surfaces which are to remain in place and receive new finishes per Contract Documents
- 19) All installed materials/equipment shall adhere to specified finish schedule prior to final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager

- 20) All mobilizations required to complete scope of work including punch list items
- 21) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 22) Any lifts or scaffolding needed for completion of this scope of work
- 23) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 24) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 25) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 26) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 27) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 28) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 29) Includes cleaning of all installed materials, overspray, finishes, manufacturer stickers/markings/etc. and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 30) Attic stock materials per Contract Documents
- 31) Hot weather and cold weather protection as required

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Tackable Wallcoverings

BID PACKAGE 10A - Signage

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|----------------|----------------------------|
| 10 1419 | Dimensional Letter Signage |
| 10 1423 | Panel Signage |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 06 | Wood, Plastics, and Composites |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Signage** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Painting package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Painting package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all required submittals per Contract Documents
- 3) Furnish and install all signage per Contract Documents, including but not limited to all dimensional letter signage, room and door identification signs, room function signs, entrance signs, exit signs, direction signs, informational panel signs, & emergency evacuation map panel signs per Contract Documents

- 4) Includes all fasteners, mounting devices, anchors, sealants, and adhesives as required to install complete systems per Contract Documents and manufacturer's recommendations
- 5) Responsible for verification of all signage requirements before fabrication
- 6) Signs must meet all ADA requirements
- 7) Includes all hoisting, hauling, scaffolding, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 8) Responsible for coordination amongst other trades to ensure a complete, integrated, and timely delivery
- 9) Removal of all protective coverings of installed systems
- 10) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 11) Protection of adjacent surfaces
- 12) Off-site storage, delivery, unloading, and staging of materials
- 13) Layout and field verify existing conditions prior to beginning any work
- 14) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully finished system(s) as designed per Contract Documents
- 15) Includes all necessary preparations to existing surfaces which are to remain in place and receive new finishes per Contract Documents
- 16) All installed materials/equipment shall adhere to specified finish schedule prior to final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 17) All mobilizations required to complete scope of work including punch list items
- 18) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 19) Any lifts or scaffolding needed for completion of this scope of work
- 20) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 21) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 22) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 23) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 24) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 25) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation

- 26) Includes cleaning of all installed materials, adhesives, finishes, manufacturer stickers/markings/etc., pencil markings, and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 27) Attic stock materials per Contract Documents
- 28) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax

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|--|
| BID PACKAGE 10B - Toilet Accessories & Specialties (Supply) |
|--|

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|---------------------------------------|
| 10 2113.17 | Phenolic Toilet Compartments |
| 10 2600 | Wall and Door Protection |
| 10 2800 | Toilet, Bath, and Laundry Accessories |
| 10 4400 | Fire Protection Specialties |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 05 | Metals |
| Division 06 | Wood, Plastics, and Composites |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 22 | Plumbing |
| Division 26 | Electrical |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Toilet Accessories & Specialties (Supply)** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Toilet Accessories & Specialties (Supply) package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Toilet Accessories & Specialties (Supply) package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all required submittals per Contract Documents
- 3) Furnish all corner guards, fire extinguishers, fire extinguisher cabinets, and all associated hardware, cabinet signage, mounting brackets, fasteners, anchors, and accessories required and as indicated per Contract Documents and life safety code requirements
- 4) Furnish all specialties including but not limited to all toilet paper dispensers, paper towel dispensers, waste receptacles, soap dispensers, sanitary napkin receptacles, grab bars, mirrors, & etc. per Contract Documents
- 5) Furnish all toilet compartments/partition systems including but not limited to all panels, doors, pilasters, screens, accessories, and associated hardware devices per Contract Documents
- 6) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 7) Responsible for verification of all specified requirements before fabrication
- 8) Supplied products must meet all ADA requirements
- 9) Includes all hoisting, hauling, and transit equipment required to complete scope of work per Contract Documents
- 10) Responsible for coordination amongst other trades to ensure a complete, integrated, and timely delivery
- 11) Protection of adjacent surfaces
- 12) Off-site storage, delivery, unloading, and staging of materials
- 13) All supplied materials/equipment shall adhere to specified finish schedule prior to final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 14) All mobilizations required to complete scope of work including punch list items
- 15) It will be the responsibility of this Supplier/Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 16) Any material having defects will be rejected and shall be replaced immediately by this Supplier/Subcontractor at no additional cost to the Owner or Construction Manager
- 18) Replacement of major abrasions and imperfections in delivered materials caused by this Supplier/Subcontractor
- 19) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 20) Supplier/Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Supplier/Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule

- 21) This Supplier/Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 22) Attic stock materials per Contract Documents

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Tackable Wallcoverings
- 3) Toilet Accessories & Specialties (Install)
- 4) Signage

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|---|
| BID PACKAGE 10C - Toilet Accessories & Specialties (Install) |
|---|

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|---------------------------------------|
| 10 2113.17 | Phenolic Toilet Compartments |
| 10 2600 | Wall and Door Protection |
| 10 2800 | Toilet, Bath, and Laundry Accessories |
| 10 4400 | Fire Protection Specialties |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 05 | Metals |
| Division 06 | Wood, Plastics, and Composites |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 22 | Plumbing |
| Division 26 | Electrical |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Toilet Accessories & Specialties (Install)** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Toilet Accessories & Specialties (Install) package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Toilet Accessories & Specialties (Install) package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Install of all corner guards, fire extinguisher cabinet hardware, and fire extinguisher cabinet signage as required and as indicated per Contract Documents and life safety code requirements
- 3) Install of all specialties including but not limited to all toilet paper dispensers, paper towel dispensers, waste receptacles, soap dispensers, sanitary napkin receptacles, grab bars, mirrors, & etc. per Contract Documents
- 4) Install of all toilet compartments/partition systems including but not limited to all panels, doors, pilasters, screens, accessories, and associated hardware devices per Contract Documents
- 5) Includes supply and install of all necessary mounting brackets, fasteners, anchors, and accessories to provide complete, fully functional installed systems per Contract Documents
- 6) Includes any adjustments of installed materials/products following initial installation and prior to substantial completion as requested by Construction Manager
- 7) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 8) Responsible for verification of all specified requirements before installation
- 9) Installed products must meet all ADA requirements and clearances
- 10) Includes all hoisting, hauling, and transit equipment required to complete scope of work per Contract Documents
- 11) Responsible for coordination amongst other trades to ensure a complete, integrated, and timely installation(s)
- 12) Protection of adjacent surfaces
- 13) All mobilizations required to complete scope of work including punch list items
- 14) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 15) Any material having defects upon initial installation by this Subcontractor will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 16) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 17) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 18) This Subcontractor shall store products/materials in accordance with manufacturer's instructions prior to installation

- 19) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Tackable Wallcoverings
- 3) Toilet Accessories & Specialties (Supply)
- 4) Signage
- 5) Fire Extinguisher Cabinets (Install)

BID PACKAGE 12A - Window Shades

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|----------------|---------------|
| 12 2400 | Window Shades |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 06 | Wood, Plastic and Composites |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Window Shades** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Window Shades package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Window Shades package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all required submittals per Contract Documents
- 3) Furnish and install all window shade systems/assemblies, hardware, mounting brackets, fastenings, anchors, fascia, end caps, trim, and accessories required and as indicated per Contract Documents

- 4) Subcontractor responsible to coordinate and field verify layout, locations, and elevations of all scope of work, prior to fabrication
- 5) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 6) Protection of adjacent surfaces
- 7) Responsible for coordination amongst other trades to ensure a complete, integrated, and timely installation
- 8) Responsible for daily cleanup of work area and proper disposal of unused items and waste
- 9) Includes all hoisting, hauling, scaffolding, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 10) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 11) All mobilizations required to complete scope of work including punch list items
- 13) Off-site storage, delivery, offloading, and staging of all materials as required to complete scope of work
- 14) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 15) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 16) Repairing of major abrasions and imperfections in finishes caused by this Subcontractor
- 17) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 18) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 19) Includes cleaning of all installed materials, adhesives, finishes, manufacturer stickers/markings/etc., pencil markings, and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 20) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 21) Attic stock materials per Contract Documents

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax

BID PACKAGE 21A - Fire Suppression

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|---|
| 07 8400 | Fire Stopping |
| 21 1310 | Fire Sprinkler System, Wet & Dry Pipe Types |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Fire Suppression** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Fire Suppression package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Fire Suppression package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all required submittals per Contract Documents
- 3) Delegated design including applicable engineer-stamped documents and professional liability insurance requirements per Contract Documents
- 4) Provide all permits, testing, inspections, validations, and certifications as required per Contract Documents and life safety codes
- 5) Hydrant flow testing and verification of Owner's water supply as required for shop drawings and calculations
- 6) Design, furnish, install, and test a complete dry pipe-type fire suppression system in accordance of NFPA 13, OSU Standards, and the local Authority Having Jurisdiction (AHJ) latest edition requirements, building standards, and as indicated per Contract Documents
- 7) Design, furnish, install, and test a complete wet-type fire sprinkler system in accordance of NFPA 13, OSU Standards, and the local AHJ latest edition requirements, building standards, and as indicated per Contract Documents
- 8) System design to be based on the design criteria provided per Contract Documents
- 9) Includes all piping, hanger supports, stanchions, sprinkler heads, sprinkler covers & guards, sleeves, escutcheons, floor plates, pipe joining, equipment labels, pipe labeling, pipe painting, sign identification, valves, gauges, flanges, fittings, backflow preventor, riser manifold assembly, fire sprinkler alarm devices, & fire sprinkler riser assembly to provide a fully functional fire suppression system(s) per Contract Documents, OSU Standards, and AHJ requirements
- 10) All core drilling and building, slab, and wall penetrations as required to provide complete, fully functional fire suppression system(s) per Contract Documents and AHJ requirements
- 11) Provide and install main drain and valve per Contract Documents
- 12) Connection to new fire main lead-in from 5' outside of building perimeter to new fire sprinkler riser system and extension lines throughout building including but not limited to all building penetrations, excavation, trenching, underground piping, connections, mechanical joint restraints, sealants, backfill, compaction, and grading. Includes all restoration to restore disturbed areas following completion of work
- 13) Provide and install test drains, test valves, and check valves per Contract Documents
- 14) Provide all tamper & flow switches per Contract Documents
- 15) Sprinkler heads to be installed center of ceiling tiles
- 16) Concealed sprinkler heads where specified and as applicable
- 17) Installed system shall meet all seismic requirements per Contract Documents

- 18) Includes fire department connection as required and directed by Authority Having Jurisdiction
- 19) Responsible for protection of all penetrations including all necessary fire caulking/stopping and sealing per Contract Documents
- 20) All testing, flushing, and cleaning of installed/existing systems associated with this fire suppression system, including all hydrostatic testing
- 21) Removal of all protective coverings of installed systems
- 22) Responsible for cutting, coring, fire caulking, and sealing of all penetrations for installed materials per Contract Documents
- 23) Training of Owner's maintenance personnel in operation of system
- 24) Responsible to sleeve all piping at building and slab penetrations per Contract Documents
- 25) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 25) Protection of adjacent surfaces
- 26) Off-site storage, delivery, unloading, and staging of materials
- 27) Layout and field verify existing conditions prior to beginning any work
- 28) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)
- 29) Includes all necessary modifications to existing systems and surfaces which are to remain in place per Contract Documents
- 30) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 31) All mobilizations required to complete scope of work including punch list items
- 32) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 33) Any lifts or scaffolding needed for completion of this scope of work
- 34) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 35) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 36) Repairing/Replacement of major abrasions, leaks, and imperfections caused by this Subcontractor including all damaged finished surfaces and installed equipment
- 37) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 38) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 39) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation

- 40) Includes cleaning of all installed materials, overspray, adhesives, sealants, finishes, manufacturer stickers/markings/etc. and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 41) Attic stock materials per Contract Documents
- 42) Hot weather and cold weather protection as required

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Fire Main Utility Line Outside of 5' of Building Pad

BID PACKAGE 22A - Plumbing

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|----------------|--------------------------------------|
| 03 3000 | Cast-in-Place Concrete |
| 07 8400 | Firestopping |
| 08 3100 | Access Doors & Panels |
| 22 0523.12 | Ball Valves for Plumbing Legend |
| 22 0523.13 | Butterfly Valves for Plumbing Legend |
| 22 0719 | Plumbing Piping Insulation |
| 22 1116 | Domestic Water Piping |
| 22 1316 | Sanitary Waste & Vent Piping |
| 22 1319 | Sanitary Waste Piping Specialties |
| 22 1319.13 | Sanitary Drains |
| 22 4213.13 | Commercial Water Closets |
| 22 4213.16 | Commercial Urinals |
| 22 4216.13 | Commercial Lavatories |
| 22 4713 | Drinking Fountains |
| 22 4600 | Subdrainage |
| 22 4716 | Pressure Water Coolers |
| 23 1123 | Facility Natural-Gas Piping |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Plumbing** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Plumbing package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Plumbing package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment to provided new, fully functional plumbing system(s) per Contract Documents
- 3) Furnish all permits, testing, inspections, validations, and certifications as required by all Authorities Having Jurisdiction and the Contract Documents
- 4) Provide all required submittals per Contract Documents
- 5) All make-safe disconnections, capping, tapping, connection, and extension of existing lines per Contract Documents
- 6) Final connections to all owner-provided and salvaged kitchen equipment per Contract Documents
- 7) Includes tie-in, extension of any existing domestic water and sanitary sewer lines as necessary, including all final connections per Contract Documents. Any new utility lines will be brought within 5' of existing building by others
- 8) Includes tie-in, extension of existing gas utility line, including all new lines and final connections per Contract Documents
- 9) Gas piping for HVAC equipment including all final connections per Contract Documents
- 10) All fittings, valves, tags, sleeves, sealants, piping, weldings, insulated piping, insulation, jackets, adhesives, tapes, pipe supports, saddles/shields, floor plates, unions, p-traps, fixtures, insulation, hangers, and accessories required to provide a complete, fully functioning plumbing system per Contract Documents
- 11) All under-building-slab, underground, and aboveground water piping as required to complete plumbing scope per Contract Documents
- 12) Cleaning and flushing of existing plumbing systems prior to beginning any work
- 13) Includes all layout, concrete sawcutting, demo, trenching, backfill, reinforcement, and patching at new plumbing per Contract Documents

- 14) Includes all layout, sawcutting, demolition, and hauloff of existing concrete at new MEP trench line locations per Contract Documents
- 15) Excavation, backfill, compaction of subgrade materials at new MEP trench line areas
- 16) Includes concrete infill/place back at all new and existing MEP trenches, including but not limited to all subgrade prep, reinforcement, dowels, control joints, epoxy adhesives, curing, finishing, etc. per Contract Documents
- 17) Removal and hauloff of all spoils resulting from plumbing scope of work
- 18) All applicable plumbing & utility accessories including but not limited to drains, cleanouts, shutoffs, vents, pipe sleeves, valves, plugs, escutcheons, expansion tanks, floor slab penetrations, trap primers, water pumps, reducers, hoses, hose stations, hose bibbs, and hydrants to provide a complete, fully functioning plumbing system per Contract Documents
- 19) All plumbing alterations required for new and existing-to-remain plumbing fixtures and equipment
- 20) Furnish and install of all new plumbing fixtures and new plumbing equipment per Contract Documents
- 21) Provide access panels required to access plumbing equipment (installed by others)
- 22) Includes selective demolition, any necessary capping, and reconfiguring of existing plumbing system per Contract Document
- 23) All cutting, coring, fire caulking, and sealant as required for all penetrations of installed materials per Contract Documents
- 24) All excavating, trenching, bedding, backfill, compaction, and necessary materials per site conditions and Contract Documents associated with this scope of work
- 25) System testing, cleaning, and disinfection per Contract Documents
- 26) Startup services
- 27) Removal of all protective coverings of installed systems
- 28) Training of Owner's maintenance personnel in operation of system
- 29) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 30) Protection of adjacent surfaces
- 31) Off-site storage, delivery, unloading, and staging of materials
- 32) Layout and field verify existing conditions prior to beginning any work
- 33) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)
- 34) Includes all necessary modifications to existing systems and surfaces which are to remain in place per Contract Documents
- 35) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 36) All mobilizations required to complete scope of work including punch list items
- 37) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 38) Any lifts or scaffolding needed for completion of this scope of work

- 39) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 40) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 41) Repairing/Replacement of major abrasions, leaks, and imperfections caused by this Subcontractor including all damaged finished surfaces and installed equipment
- 42) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 43) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 44) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 45) Includes cleaning of all installed materials, overspray, adhesives, sealants, finishes, manufacturer stickers/markings/etc. and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 46) Attic stock materials per Contract Documents
- 47) Hot weather and cold weather protection as required

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Fire Main Utility Line

BID PACKAGE 23A - HVAC

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| 07 8400 | Firestopping |
| 08 3100 | Access Doors & Panels |
| 23 0529 | Hangers & Supports for HVAC Piping & Equipment |
| 23 0593 | Testing, Adjusting, & Balancing for HVAC |
| 23 0713 | Duct Insulation |
| 23 0719 | HVAC Piping Insulation |
| 23 1123 | Facility Natural-Gas Piping |
| 23 2300 | Refrigerant Piping |
| 23 3113 | Metal Ducts |
| 23 3300 | Air Duct Accessories |
| 23 3346 | Flexible Ducts |
| 23 3400 | HVAC Fans |
| 23 3713.13 | Air Diffusers |
| 24 3713.23 | Registers and Grilles |
| 23 7416.13 | Packaged, Large-Capacity, Rooftop Air-Conditioning Units |
| 23 8126 | Split-System Air Conditioners |
| 23 8219 | Fan Coil Units |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |

| | |
|-------------|------------------------------|
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **HVAC** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete HVAC package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a HVAC package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for complete HVAC system per Contract Documents
- 3) Furnish all permits (as applicable), testing, inspections, validations, and certifications as required by all Authorities Having Jurisdiction and the Contract Documents
- 4) Provide all required submittals per Contract Documents
- 5) Decommissioning of existing HVAC equipment
- 6) All make-safe disconnections, cutting, capping, tapping, connections, and extensions of existing HVAC systems per Contract Documents
- 7) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 8) Remove/Dispose of existing mezzanine mechanical equipment per Contract Documents**
- 9) Furnish and install a complete HVAC control system including all low voltage thermostat and control wiring required for the operation of mechanical equipment installed by this Subcontractor
- 10) Includes all programming and commissioning of HVAC systems and devices per Contract Documents
- 11) Provide access panels required to access HVAC equipment (installed by others)
- 12) Final connections to all owner-provided equipment per Contract Documents
- 13) Subcontractor to furnish and install all duct penetration support steel/assemblies (excluding metal decking & structural steel members) as needed, regardless of not being included in the structural/framing drawings

- 14) Condensate lines
- 15) Refrigerant lines
- 16) Split-system air conditioner units
- 17) Fan coil units
- 18) Includes all duct work, ducts, hangers, supports, insulations, roof top units (supplied by others), heat pumps, terminal air conditioners, hoods, unit heaters, HVAC fans, exhaust fans, per Contract Documents
- 19) Furnish and install all roof hoods and accessories per Contract Documents
- 20) Includes all air duct accessories, vent screens, louvers, exhausts, intakes, reliefs, grilles, diffusers, registers, roof curbs (supplied by others), etc. per Contract Documents
- 20) Temporary seals and temporary climate controls prior to arrival, install, and commissioning of new HVAC equipment and as necessary upon Construction Manager's request
- 21) All cutting, coring, fire caulking's, sealing, and sleeving for all roof & wall penetrations required for this scope of work per Contract Documents
- 22) Includes all HVAC Systems identification including color coding, stencils, labels, tags, etc. required per Contract Documents
- 23) Layout and installation of all exhaust fans to be done by this Subcontractor
- 24) Off-site storage, delivery, offloading, and staging of all materials as required to complete scope of work
- 25) This Subcontractor will be responsible for all piping associated with the HVAC system(s) other than gas piping; any piping that connects and serves any HVAC component will be considered a part of this package other than gas piping per Contract Documents
- 26) Subcontractor to furnish and install all sleeves and drilling required completing this scope of work
- 27) Subcontractor is responsible for coordinating all roof penetrations and HVAC supports with steel and roofing subcontractors for proper layout and location. Provide all layouts as necessary
- 28) All miscellaneous steel, unit-strut, all thread rods, and accessories required or necessary for pipe supports, wall penetrations, roof penetrations, floor penetrations, and equipment supports associated with this Subcontractor's scope of work
- 29) Furnish and install all controls, control wiring, components, etc. to interlock all louvers with fans per Contract Documents
- 30) Furnish and install all turnkey refrigerant components, piping, etc. for a complete and operational system per Contract Documents
- 31) This contractor to furnish and install all duct hangers/supports/suspension assemblies, fasteners, clamps, bracing, grouting, welding, saddles/shields, and pipe stands as required to provide a complete, fully functioning HVAC system per IBC & Contract Documents
- 32) Coordinate/verify all equipment power requirements with electrical contractor
- 33) Provide all motor starters and disconnects

- 34) Following completion of work, perform complete test and balancing operations. Furnish reports to Construction Manager for proper submittal to owner/architect as per project specifications. Testing and balancing to be performed by independent agency
- 35) Properly label and identify all equipment as per specifications
- 36) Provide owner training of all HVAC systems upon Contractor's request
- 37) Subcontractor is responsible to supply, install, clean, and replace HVAC filters throughout construction and upon substantial completion within all areas of construction as requested by Construction Manager
- 38) All provisions to allow interim/construction-related operation of the HVAC equipment will be made by this Subcontractor. Subcontractor understands and acknowledges that the Construction Manager must use the HVAC units to condition the envelope to allow interior finishes, flooring, wall covering and painting, etc. to begin. Subcontractor agrees that the warranty period is to begin at date of Substantial Completion regardless of actual equipment start date.
- 39) Includes all smoke, fire dampers, and duct detectors per Contract Documents
- 40) Startup services
- 41) Removal of all protective coverings of installed systems
- 42) Training of Owner's maintenance personnel in operation of system
- 43) Protection of adjacent surfaces
- 44) Layout and field verify existing conditions prior to beginning any work
- 45) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)
- 46) Includes all necessary modifications to existing systems and surfaces which are to remain in place per Contract Documents
- 47) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 48) All mobilizations required to complete scope of work including punch list items
- 49) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 50) Any lifts or scaffolding needed for completion of this scope of work
- 51) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 52) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 53) Repairing/Replacement of major abrasions, leaks, and imperfections caused by this Subcontractor including all damaged finished surfaces and installed equipment
- 54) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package

- 55) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 56) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 57) Includes cleaning of all installed materials, overspray, adhesives, sealants, finishes, manufacturer stickers/markings/etc. and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 58) Attic stock materials per Contract Documents
- 59) Hot weather and cold weather protection as required

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Supply of New Rooftop Units (By Others)
- 3) Natural Gas Piping

BID PACKAGE 26A - Electrical & Data/Communications

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| 07 8400 | Firestopping |
| 08 3100 | Access Doors & Panels |
| 26 0519 | Low-Voltage Electrical Power Conductors & Cables |
| 26 0526 | Grounding & Bonding for Electrical Systems |
| 26 0529 | Hangers & Supports for Electrical Systems |
| 26 0533 | Raceway and Boxes for Electrical Systems |
| 26 0544 | Sleeves and Sleeve Seals for Electrical Raceways and Cabling |
| 26 0553 | Identification for Electrical Systems |
| 26 0923 | Lighting Control Devices |
| 26 2413 | Switchboards |
| 26 2416 | Panelboards |
| 26 2726 | Wiring Devices |
| 26 4313 | Surge Protective Devices for Low-Voltage Electrical Power Circuits |
| 26 5119 | LED Interior Lighting |
| 26 5213 | Emergency and Exit Lighting |
| 27 0528 | Pathways for Communication Systems |
| 27 1513 | Communications Copper Horizontal Cabling |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 03 | Concrete |
| Division 04 | Masonry |
| Division 05 | Metals |
| Division 06 | Wood, Plastic and Components |
| Division 07 | Thermal and Moisture Protection |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |

| | |
|-------------|------------------------------|
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating Ventilation & AC |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Electrical & Data/Communications** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Electrical & Data/Communications package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Electrical & Data/Communications package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for a complete electrical & data/communications scope per Contract Documents
- 3) Includes decommissioning and make-safe disconnections of all existing electrical and HVAC systems/equipment per Contract Documents
- 4) Demo/Removal/Disposal of all existing electrical equipment and devices per Contract Documents
- 5) Includes all necessary cutting, capping, tapping, connections, and extensions of existing electrical and data/communication systems per Contract Documents
- 6) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 7) Provide all required submittals per Contract Documents
- 8) Provide and maintain all necessary temporary power poles, electrical runs, connections, and disconnections to construction job trailer per Construction Manager's request
- 9) Temp power & lighting throughout construction site per Construction Manager's request

- 10) Subcontractor shall furnish and install all light fixtures, lamps, bulbs, photocells, sensors, batteries, lighting controls, photocells, exterior lighting, interior lighting, lighting devices, breakers, trip unit plugs, switchboards, panelboards, and electrical panel(s) as applicable to this project in order to provide a complete, fully functional electrical system per Contract Documents
- 11) Furnish and install all raceways, boxes, wiring devices, fittings, batteries, bulbs, fasteners, anchoring, grounding, disconnects, wiring, panelboards, receptacles, plates, switches, occupancy sensors, fuses, plugs, connectors, plywood terminal boards as required for electrical and data/communication scopes of work per Contract Documents
- 12) Furnish and install all miscellaneous steel, conduit, uni-strut, all-thread rod, and accessories required for pipe supports, wall penetrations, floor penetrations, and equipment supports associated with this Subcontractor's scope of work
- 13) Furnish and install all block outs, sleeves, and core drilling as required to complete this Subcontractor's scope of work. Coordinate with Owner, Construction Manager, and applicable Subcontractors
- 14) Provide digital time switch with integral astronomical clock and photo cell input for controlling exterior lights, provide contactors as required and applicable per Contract Documents
- 15) Communication pullstrings, backboxes, WAPs, cabling, raceways, and pathways per Contract Documents
- 16) All raceways, pullstrings, boxes, and cabling for low voltage systems per Contract Documents including but not limited to all data/communication, fire alarm, access control, clock system/intercom systems, and CCTV per Contract Documents
- 17) Any work associated with existing electrical utilities including coordination of requirements with local Electrical Utility company to provide all parts, trenching, metering/CT Can, and pay as required. Any and all costs incurred from utility for installation/upgrade of electrical service is to be included in this scope
- 18) Provide all above ceiling and overhead work associated with all electrical, low voltage, fire alarm, and data/communication as necessary to provide complete, fully functional systems per Contract Documents
- 19) Provide power and final connections for all new and salvaged/reinstalled access controls per Contract Documents
- 20) Temporary disconnection, removal, storage, reconnection, and reinstall of existing data/telecommunication devices per Contract Documents
- 21) All raceways, pullstrings, and boxes for owner-furnished, owner-installed TV brackets and TV units per Contract Documents
- 22) All coring, cutting, trenching, excavating, and backfilling as required for electrical scope of work
- 23) All cutting, coring, fire caulking's, sealing, and sleeving for all roof & wall penetrations required for this scope of work per Contract Documents
- 24) Provide surge protection as required
- 25) Testing and load balancing as required for scope of work

- 26) Furnish all electrical systems identification including color coding, stencils, labels, tags, etc., required by the Contract Documents
- 27) Provide power and electrical hookup to all new and relocated mechanical equipment and devices
- 28) Includes all wiring and start up of power for motorized dampers, all relays, connections, devices, and proper control devices necessary to interlock all MEP devices including but not limited to fans, dampers, etc.
- 29) Install all motor starters and disconnects (provided by others)
- 30) Rough-in as required for thermostats
- 31) Includes tie-in, extension of existing electrical and data/communication lines, and final connections to all new and existing-to-remain electrical equipment per Contract Documents.
- 32) All data/communication final terminations and connections by Owner
- 33) Provide access doors required for access to all electrical equipment (installed by others)
- 34) Includes all programming and commissioning of electrical systems and devices per Contract Documents
- 35) Final connections to all owner-provided equipment per Contract Documents
- 36) Off-site storage, delivery, offloading, and staging of all materials as required to complete scope of work
- 37) Properly label and identify all equipment as per specifications
- 38) Coordinate/verify all equipment power requirements with all other respective trades
- 39) Startup services
- 40) Removal of all protective coverings of installed systems
- 41) Training of Owner's maintenance personnel in operation of systems
- 42) Protection of adjacent surfaces
- 42) Subcontractor is responsible for coordinating all roof penetrations with steel, roofing, plumbing, and HVAC subcontractors for proper layout and location. Provide all layouts as necessary
- 43) Layout and field verify existing conditions prior to beginning any work
- 44) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)
- 45) Includes all necessary modifications to existing systems and surfaces which are to remain in place per Contract Documents
- 46) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 47) All mobilizations required to complete scope of work including punch list items
- 48) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 49) Any lifts or scaffolding needed for completion of this scope of work
- 50) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work

- 51) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 52) Repairing/Replacement of major abrasions, leaks, and imperfections caused by this Subcontractor including all damaged finished surfaces and installed equipment
- 53) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 54) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 55) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 56) Includes cleaning of all installed materials, overspray, adhesives, sealants, finishes, manufacturer stickers/markings/etc. and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 57) Attic stock materials per Contract Documents
- 58) Hot weather and cold weather protection as required

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax

BID PACKAGE 28A - Fire Alarm

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| 07 8400 | Firestopping |
| 28 3111 | Fire Alarm System, Voice Evacuation Type |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|----------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating, Ventilating, and Air-Conditioning |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Fire Alarm** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Fire Alarm package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction. It is the intent and meaning of the Contract Documents that this Subcontractor provides a Fire Alarm package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.

- 2) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package.
- 3) Provide all required submittals per Contract Documents
- 4) Provide all permits, testing, inspections, validations, and certifications as required
- 5) Includes all additional materials, labor, and equipment associated with Alternate(s) scopes of work per Contract Documents**
- 6) Furnish and install a complete, code compliant fire alarm system including but not limited to all new fire alarm control panel, fire alarm control units, devices, speaker strobes, smoke detectors, addressable modules, duct smoke detectors, heat detectors, carbon monoxide detectors, pull stations, tamper switches, flow switches, exterior local waterflow alarms, local operators consoles, and all required hardware as indicated per Contract Documents
- 7) Conduits, raceways, pathways, wirings, and circuits per Contract Documents
- 8) Supervising station communications system per Contract Documents
- 9) Secondary power supply system and document cabinet per Contract Documents
- 10) ADA Compliant strobes
- 11) All work shall comply with AHJ code requirements and OSU Fire Alarm Standards
- 12) Testing of all circuits, notification devices, and initiating devices per Contract Documents
- 13) Coordinate interface with Fire sprinkler system, provide a weatherproof horn strobe on the exterior adjacent to the FDC
- 14) Provide and install all tamper indicators and interface monitor modules as necessary and required per Contract Documents
- 15) Furnish and install System Printer to record all signal actions and events. Printer shall be listed and labeled as an integral part of fire-alarm system per Contract Documents
- 16) Include connection of new system to existing campus fire alarm system per Contract Documents and AHJ code requirements
- 17) All cutting, coring, fire caulking, firestopping, sealing, and sleeving for all roof & wall penetrations required for this scope of work per Contract Documents
- 18) Fire alarm control units and associated integral systems, devices, and accessories per Contract Documents
- 19) Furnish all fire alarm systems identification including color coding, stencils, labels, tags, etc., required by the Contract Documents
- 20) Off-site storage, delivery, offloading, and staging of all materials as required to complete scope of work
- 21) Properly label and identify all equipment as per specifications
- 22) Coordinate/verify all equipment power requirements with all other respective trades

- 23) Startup services
- 24) Removal of all protective coverings of installed systems
- 25) Training of Owner's maintenance personnel in operation of systems
- 26) Protection of adjacent surfaces
- 27) Subcontractor is responsible for coordinating all building penetrations and overhead work with respective subcontractors for proper layout and location. Provide all layouts as necessary
- 28) Layout and field verify existing conditions prior to beginning any work
- 29) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)
- 30) Includes all necessary modifications to existing systems and surfaces which are to remain in place per Contract Documents
- 31) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 32) All mobilizations required to complete scope of work including punch list items
- 33) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 34) Any lifts or scaffolding needed for completion of this scope of work
- 35) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 36) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 37) Repairing/Replacement of major abrasions, leaks, and imperfections caused by this Subcontractor including all damaged finished surfaces and installed equipment
- 38) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 39) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 40) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 41) Includes cleaning of all installed materials, overspray, adhesives, sealants, finishes, manufacturer stickers/markings/etc. and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 42) Attic stock materials per Contract Documents
- 43) Hot weather and cold weather protection as required

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax

BID PACKAGE 33A - Utilities

SCOPE OF WORK:

A. The work is described in the following specification divisions/sections:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| 03 3000 | Cast-in-Place Concrete |
| 07 8400 | Firestopping |
| 21 1310 | Fire Sprinkler Systems, Wet & Dry Pipe Types |
| 33 0000 | Utilities |

B. Related work in other specification divisions:

| <u>Section</u> | <u>Title</u> |
|-----------------------|--|
| Division 00 | Procurement & Contracting Requirements |
| Division 01 | General Requirements |
| Division 02 | Existing Conditions |
| Division 08 | Openings |
| Division 09 | Finishes |
| Division 10 | Specialties |
| Division 12 | Furnishings |
| Division 21 | Fire Suppression |
| Division 22 | Plumbing |
| Division 23 | Heating, Ventilating, and Air-Conditioning |
| Division 26 | Electrical |
| Division 27 | Communications |
| Division 28 | Electronic Safety & Security |
| Division 33 | Utilities |

*Unit and Alternate Pricing may be required for this Bid Package. Reference Schedule of Alternates.

(In addition to the specification sections listed, Bidders will include associated work from referenced specifications as well as other work normally associated with this trade).

Furnish all materials, equipment, and labor to complete the **Utilities** package in strict accordance with the Contract Documents prepared by Studio Architecture – OPSU Student Union Renovation dated 03.15.2024. The Scope of Work of this bid package generally includes, but is not limited to:

- 1) Furnish all labor, material, and equipment to perform all work required to provide a complete Utilities package in strict accordance with the Construction Documents and all Authorities Having Jurisdiction (AHJ). It is the intent and meaning of the Contract Documents that this Subcontractor provides a Utilities package that is complete and includes all items and appurtenances necessary, reasonably incidental, or customarily included.
- 2) Provide all labor, materials, and equipment for new utility lines per Contract Documents
- 3) Provide all permits, testing, inspections, validations, and certifications as required
- 4) Provide all required submittals per Contract Documents
- 5) All utility trenching and excavations shall include necessary trench protection and be backfilled, water-jetted, and compacted per City of Goodwell standards and AHJ code requirements
- 6) Provide a complete fully functional fire water main utility line per Contract Documents
- 7) All field verifications prior to beginning construction
- 8) Utility system assemblies including, but not limited to all piping, pumps, meters, backflow preventors, valves, fitting, joints, trace wire, warning tape, thrust blocking, bedding, de-plugging/plugging, cleanouts, fire hydrants, tees, gate valves, boxes, reducers, and risers
- 9) Subcontractor is responsible for all coordination, tie-ins, & connections to existing service utility lines & municipal systems
- 10) All make-safe disconnections, capping, tapping, connection, and extension of existing lines per Contract Documents
- 11) Subcontractor is responsible for all associated tap fees
- 12) Includes all materials, labor, and equipment to provide and install a complete and fully functional fire water utilities from existing line tie-in to within 5'-0" of existing building at fire riser lead-in location. Includes all FDC's, fire hydrants, and adjustments of any existing hydrants as needed
- 13) Includes all saw cutting, boring, excavating, trenching, and pavement patching at existing paved areas where new water line connections occur per Contract Documents
- 14) Dewatering as required for scope of work
- 15) All cutting, coring, fire caulking, and sealant as required for all penetrations of installed materials per Contract Documents
- 16) Proper bedding, backfill, compaction and grading to provide a complete utility line(s) installation per Contract Documents & City of Goodwell standards
- 17) Subcontractor is responsible for all restorations to restore disturbed areas following completion of work
- 18) Complete testing of all systems installed including, but not limited to pressure testing, chlorination, and vacuum testing. Includes all retesting as necessary at no additional cost to Owner or Construction Manager
- 19) Protection of adjacent surfaces
- 20) Subcontractor is responsible for coordinating all building/slab penetrations with respective subcontractors for proper layout and location. Provide all layouts as necessary

- 21) Layout and field verify existing conditions prior to beginning any work
- 22) Subcontractor is responsible for any prep work of existing conditions and surfaces as required to provide complete, fully designed system(s)
- 23) Includes all necessary modifications to existing systems and surfaces which are to remain in place per Contract Documents
- 24) All installed materials/equipment shall be plumb, level, and square upon final acceptance. Any necessary repairs and/or rework will be at no additional cost to Owner or Construction Manager
- 25) All mobilizations required to complete scope of work including punch list items
- 26) Includes all hoisting, hauling, and light or heavy machinery equipment required to complete scope of work per Contract Documents
- 27) Any lifts or scaffolding needed for completion of this scope of work
- 28) It will be the responsibility of this Subcontractor to coordinate and verify layout, locations, and elevations of all scope of work
- 29) Any material having defects will be rejected and shall be replaced immediately by this Subcontractor at no additional cost to the Owner or Construction Manager
- 30) Repairing/Replacement of major abrasions, leaks, and imperfections caused by this Subcontractor including all damaged finished surfaces and installed equipment
- 31) Include the required manpower and equipment per the project schedule, included herein, to facilitate timely completion of the work and prevent delay in the performance of this package or other trades affected by the performance of this package
- 32) Subcontractor will be required to comply with the Project Schedule as prepared and maintained by the Construction Manager. The Subcontractor will be required to furnish all resources necessary to maintain the Project Schedule
- 33) This Subcontractor shall store supplied materials in accordance with manufacturer's instructions prior to installation
- 34) Includes cleaning of all installed materials, adhesives, sealants, finishes, manufacturer stickers/markings/etc. and any additional cleaning of soiled adjacent surfaces caused by this Subcontractor at no additional cost to Owner or Construction Manager
- 35) Attic stock materials per Contract Documents
- 36) Hot weather and cold weather protection as required
- 37) Responsible for daily cleanup of work areas, daily track-out, and proper disposal of unused items and spoils/waste

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight items of work.

EXCLUSIONS:

- 1) Sales Tax
- 2) Fire Main Utility Line Within 5' of Building Pad & Final Connections



**Required Affidavits
After Contract Award**

(TO BE SUBMITTED AFTER AWARD)

FELONY & SEX OFFENDER AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

The undersigned, under the penalties of perjury, certifies to [Oklahoma Public Agency] ("Owner") as follows:

1. The undersigned:
_____ has a contract with Owner, OR
_____ is the duly authorized representative of a business ("entity") having a contract with Owner, OR
_____ is a person, business, or volunteer performing a service or to perform work on Owner's premises on a full-time or part-time basis.
2. The undersigned hereby certifies that neither the undersigned nor any employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, will perform work or volunteer on Owner's premises on a full-time or part-time basis if such employee/volunteer has been convicted in this State, the United States or any other state of any felony/misdemeanor offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.
3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on Owner's property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippe Violent Crime Offenders Registration Act.
4. The undersigned, or the entity, has _____ or has not _____ conducted a felony search of all employees who will be assigned to work on a full-time or part-time basis on Owner's property.
5. It is our understanding that failure to comply with this affidavit will result in immediate cancellation of the contract with Owner.
6. This affidavit is made and delivered pursuant to the requirements of Okla. Stat. tit. 70 § 6-101.48 and Okla. Stat. tit. 57, § 589 (The "Acts"). The undersigned further certifies to Owner that the undersigned and/or the entity are in full compliance with the requirements of the Acts.
7. In addition to certification two above, the undersigned hereby certifies no employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, listed in the attachment hereto, will perform work or volunteer on Owner's premises on a full-time or part-time basis if such employee/volunteer has been convicted in this State, the United States or any other state of any felony/misdemeanor offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.

EXECUTED AND DELIVERED this _____ day of _____, 20_____.

(AFFIANT'S SIGNATURE)

(TO BE SUBMITTED AFTER AWARD)

INVOICE AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

The undersigned (Architect, Contractor, Supplier, or Engineer), of lawful age, being first duly sworn, on oath, certifies that this invoice is true and correct. Affiant further certifies that the (work, services, and/or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders, agreements, and/or requests with which affiant has agreed to comply. Affiant further certifies that (s)he has made no payment directly or indirectly to any elected official, officer, employee of the State of Oklahoma, any county or sub-division of the state, or employee of the Awarding Public Agency (Owner), of money or any other thing of value to obtain payment of the invoice or procure the agreement or purchase order pursuant to which this invoice is submitted. Affiant further certifies that all amounts previously paid to affiant have been used to pay for work, services, and/or materials submitted on previous invoices.

(Architect, Contractor, Supplier, or Engineer)

By _____

Title

Attest: _____

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

Notary Public

My Commission Expires: _____

(Architect, Engineer, or other Supervisory Official)

By _____

Title

Attest: _____

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

Notary Public

My Commission Expires: _____

(TO BE SUBMITTED AFTER AWARD)

AFFIDAVIT FOR FINAL PAYMENT

STATE OF: _____

COUNTY OF: _____

That Affiant is the _____ of _____
(Authorized Representative) (Company)

That Affiant is the _____ of _____

and that by signing and delivering this affidavit (s)he is acting for and on behalf of said company.

That said company is a subcontractor engaged in the construction of:

(Project Name)

(Project Location)

for the Awarding Public Agency of the State of Oklahoma (Owner) pursuant to a written contract entered into with the The Ross Group Construction Corporation (Contractor). That company's scope of construction of said Project has been fully and finally completed in accordance with its written contract, and all amendments thereto, if any. The company represents that there are no existing judgments, claims, accounts, liens, or other similar type of obligations outstanding and unpaid arising under its contract or from labor or materials having been furnished for or delivered to said Project. Further, the company represents that all persons or entities furnishing labor or materials used in said project, or under said contract, have been paid in full.

(Company)

(By) (Title)

Attest: _____

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

Notary Public

My Commission Expires: _____

CERTIFICATE OF APPROVAL

The undersigned, agent or Attorney-in-Fact for _____, Surety Company, acting for and on behalf of said Surety Company, acknowledges having seen the above affidavit executed by _____. Further, the undersigned hereby approves the affidavit and directs that the Contractor of said project is hereby authorized to make final payment under the contract between Contractor and company.

Surety Company specifically releases the Contractor and Awarding Public Agency of the State of Oklahoma (Owner) from any responsibility should any unpaid accounts or claims arise against company for labor or material furnished under said contract or delivered and used in said Project.

(Attorney-In-Fact for Surety Company)

(Attach a Certified Copy of Power-of-Attorney)

(TO BE SUBMITTED AFTER AWARD)

CERTIFICATIONS OF COMPLIANCE WITH ASBESTOS RESTRICTIONS

STATE OF: _____

COUNTY OF: _____

The undersigned Contractor, of lawful age, being first duly sworn, on oath says that:

Building materials or products incorporated or installed in the construction of the **Oklahoma Panhandle State University: Student Union Building Renovation** will be free of asbestos or asbestos products of any kind.

Certification of Compliance with Asbestos Restrictions will be included in any sub-contract connected with the performance of work for the aforementioned project.

DATED this _____ day of _____, 20____

Contractor or Supplier

(By)

(Title)

Attest: _____

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

Notary Public

My Commission Expires: _____

TOBACCO FREE AFFIDAVIT

AFFIDAVIT AND DECLARATION OF BIDDER

COUNTY OF: _____

STATE OF: _____

Affiant, _____, being first sworn upon oath, state:

1. That I am the _____ of _____
(title) (company)
(hereinafter "Bidder").
2. I declare that no employee working on the premises under the authority of the Bidder will be permitted to use tobacco products in Owner facilities and on Owner property. The Bidder and its subcontractors and suppliers, their agents, or employees, and any other persons performing any work on behalf of the Bidder, will not use tobacco products on Owner property.
3. The Bidder agrees to prominently display a Notice stating that Owner property is a tobacco-free site.

FURTHER AFFIANT SAYETH NOT.

DATED this _____ day of _____, 20____.

Bidder or Authorized Agent

This instrument was acknowledged before me on the _____ day
of _____, 20____.

Notary Public

My Commission Expires: _____

DRUG-FREE AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

I _____, of lawful age, being first duly sworn, on oath says that _____ is the agent authorized by Contractor to submit the attached Drug-Free Affidavit to the Board of Education, in the District as stated below, and the County as stated below, in the State of Oklahoma. Affiant further states the following:

1. No employee working on premises under the authority of the contractor will be permitted to use a controlled substance at any time. The Contractor, sub-contractors and suppliers, their agents or employees and any other persons performing any work on behalf of the Contractor, will not be permitted to use a controlled substance at any time.
2. Contractor agrees to prominently display a Notice stating that school property is a drug-free site and that all persons entering school property are subject to random drug testing.
3. Contractor agrees to publish a statement notifying Contractor employees, sub-contractors and suppliers and their agents or employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. Contractor agrees to provide all employees engaged in performance of the contract with a copy of the statement.

Project Name: _____ in the

District Number _____ in the

County of _____ in the

State of Oklahoma

Signature

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

Notary Public

My Commission Expires: _____



Site Specific Safety Plan

STATEMENT OF SAFETY AND HEALTH POLICY

A. Safety & Health Policy Statement

1. It is the intention of Ross Group Construction, to provide a safe and healthy work place for its employees. Management believes that safety is a reflection of attitude. Accidents can be controlled by exerting leadership and by encouraging a positive attitude toward safety and a spirit of cooperation throughout the job team. Safety is imbedded into our daily lives and in order to be responsible we must strive to make safe construction methods an integrated part of our work. This applies to every single person on the project team from upper management to the newest trainee. All work shall be performed in accordance with Federal and/or State OSHA regulations contained in 29 CFR 1910, 29 CFR 1926, NFPA 241, and the Accident Prevention Plan. This plan will be continuously reviewed and amended as necessary, throughout the life of the contract. High-hazard activities not identified in the original APP will be incorporated as they are discovered.
2. A copy of the Ross Group Construction corporate safety policy is available for review and will be located on site for the duration of the contract.
3. A site-specific Accident Prevention Plan further detailing site specific hazards and procedures will be created and kept on site for the duration of the contract.

SITE SPECIFIC SAFETY ORIENTATION

- A. Prior to beginning any work activities, all employees will be trained on site specific hazards, policies, and procedures by participating in a site-specific safety orientation. The orientation will be delivered by Ross Group personnel and upon completion, the employee will sign verifying they have received the orientation and will abide by 40 CFR 1926 standards and Ross Group policies.

An example of the Site-Specific Safety Orientation is as follows:

SAFETY ORIENTATION

This outline is to be used as a template, Jobsite Orientation must be made site specific.

GENERAL SITE INFORMATION

1. SDS log is located in the job trailer.
2. All OSHA posters as well as OSHA 300 log posted in job trailer.
3. Site Specific Accident Prevention Plan located in job trailer. This document contains the lines of authority, emergency procedures, evacuation plans, etc. Allow personnel to review this document.
4. Site Management will go over evacuation plans with personnel.
5. Emergency numbers including SDS emergency number are posted alongside OSHA posters. Emergency numbers will be relayed to personnel.
6. Fire extinguisher and first aid kit located inside job trailer, as well as on safety stands located throughout the jobsite.
7. The designated Competent Person shall be responsible for immediate supervision, implementation, and monitoring of the approved work plan and/or the activity hazard analysis (AHA). This requirement shall be enforced during any work activity that requires a Competent Person per OSHA standards. This includes but is not limited to work activities involving fall hazards, scaffolding, excavations, etc.
8. Copies of all personnel training are filed in the job trailer. All personnel must provide this information to Site Management before signing Jobsite Orientation log. Personnel must have training documented at jobsite, before beginning work.
9. Discuss potential for Unexploded Ordinances (UXO), and proper procedures for reporting. Verify UXO training has occurred if this is requirement of installation.
10. After finishing Jobsite Orientation, personnel will be provided a jobsite orientation sticker for hard hat to designate individual has received training. An additional sticker/dot may be provided to designate an individual is operator qualified.
11. All personnel will follow posted speed limits for the project. Please remember we are guests on the installation, and can be asked to leave.
12. All Subcontractor personnel and suppliers/ vendors, as well as TRG employees, are prohibited from using the texting and/or email function of a cellular telephone while operating a motor vehicle while on a government installation or while conducting business for The Ross Group. This policy applies to the operation of both personal vehicles and company-owned vehicles. Violations of this policy may result in disciplinary action including termination.

ACCIDENT/INCIDENT REPORTING

1. All injuries, including those involving first aid are to be reported to Site Management immediately.
2. All incidents involving theft, damage to property, and/or near miss incidents, must be reported to Site Management as soon as possible.

PPE POLICY

1. Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices and protective shields and barriers, will be provide, used and maintained in a sanitary and reliable condition wherever there is a reasonable possibility of worker exposure to hazards associated with processes or environment, biological, chemical and radiological agents, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

Suitable personnel protective equipment and clothing is required by OSHA/USACE where there is a reasonable probability of preventing injury by preventing absorption, inhalation or physical contact. PPE must meet the following minimum requirements:

- a) Adequately protect against the hazards for which they were designed;
 - b) Be reasonably comfortable when worn under designed conditions;
 - c) Fit properly without interfering with the movements or vision of the wearer;
 - d) Be durable
 - e) Be capable of being cleaned and/or disinfected; and,
 - f) Be kept clean and in good repair.
2. Provide special protective equipment and clothing whenever these conditions capable of causing injury or impairment are present: when:
 - a) Hazards of process or environment;
 - b) Biological, chemical, or radiological hazards;
 - c) Mechanical irritants; or,
 - d) Welding, cutting, or working molten metal.
 3. All PPE equipment and clothing are to be maintained in a sanitary and reliable condition. Defective and damaged equipment shall not be used and will be discarded immediately.

Supervisors must provide a type of protection suitable for the work to be performed and employees must use this protection. To properly evaluate the workplace, the supervisor must perform a workplace hazard assessment and select the types of PPE which will protect the employee.

4. Eye and Face Protection — 29 CFR 1910.133/EM 385-1-1-05.B

Employees working in agricultural and laboratory research and maintenance environments, including but not limited to laboratories, greenhouses, fields and shops will wear eye protection at all times.

The supervisor will ensure employees use appropriate eye or face protection when exposed to eye or face hazards from flying particles and projectiles; biologicals, chemicals, pesticides, and radiological agents; acid or caustic liquids; and hazardous dusts, gases, mists or vapors.

Eye and face protective equipment are required by OSHA/USACE where there is a reasonable probability of preventing injury. Suitable safety glasses, goggles or face shields are required where a hazard exists that could cause injury to unprotected eyes. Examples of conditions where suitable eye protection must be provided include:

- a) Nuisance dust;
- b) Machines;
- c) Welding, cutting or working molten metal;
- d) Operating construction equipment such as a drill, saw, lathe, grinding wheel; or,
- e) extreme light, glare, UV or laser exposure.

Suitable eye protection must comply with American National Standards Institute (ANSI) Z87.1. Eye and face PPE must be distinctly marked to facilitate and document compliance. Employees shall use eye protection with side protection. Dark or shaded sunglasses are only to be worn outdoors.

When required by this section to wear eye protection, persons whose vision requires the use of corrective lenses in eyeglasses shall be protected by one of the following:

- a) Prescription safety glasses providing optical correction and equivalent protection;
- b) Protective glasses with side shields designed to fit over corrective lenses without disturbing the adjustment of the glasses;
- c) Goggles that can be worn over corrective lenses without disturbing the adjustment of the glasses, or,
- d) Goggles that incorporate corrective lenses mounted behind the protective lenses.

RG requires that all workers wear eye protection at all times while on an RG jobsite, unless it can be demonstrated by an AHA or PPE assessment that eye protection need not be worn.

5. Respiratory Protection — 29 CFR 1910.134 and 42 CFR 84/EM 385-1-1-
Respirators will be provided when required to protect the health of the employee. Respirators which are applicable and suitable for the purpose intended will be provided by the employer. The supervisor will be responsible for the enforcing and maintaining a respiratory protection program which will include the requirements outline in 29 CFR 1910.134(c), Respiratory Protection Program.

Respiratory protection requires constant vigilance to protect workers. Employee participation in the Respiratory Protection Program is required for both cartridge masks and dust masks. Program requirements include but are not limited to:

- a) Performance of hazard assessments.
- b) Determination of airborne contaminant levels. Employee exposures to contaminants may not exceed the OSHA Permissible Exposure Levels (PEL) nor the Threshold Limit Values (TLVs) of the American Conference of Governmental Industrial Hygienists (ACGIH) [whichever limit is more stringent].
- c) Implementation of a written Respiratory Protection Program including training on the selection, fitting, use, maintenance, cleaning, disposal, recordkeeping and supervision.
- d) Whenever respirators are used in areas with atmospheres immediately harmful to life, at least one other person with backup equipment and rescue capability must be provided.
- e) Performance of a physical examination to ensure employee is fit to wear respiratory protection.

Selection and use criteria for respirators, cartridges and dust masks must meet the standards in 42 CFR 84, Respiratory Protection. Selection of respiratory PPE will be based upon hazard assessments and manufacturers' performance recommendations.

6. Head Protection — 29 CFR 1910.135/EM 385-1-1-05.D

RG requires that all workers wear a hard hat at all times while on an RG jobsite, unless it can be demonstrated by an AHA or PPE assessment that head protection need not be worn. Selection and use criteria for suitable hard hats must comply with ANSI Z89.1-1986 headwear standards.

7. Foot Protection — 29 CFR 1910.136/EM 385-1-1-05.E

RG requires that appropriate footwear be worn at all times on RG jobsites. All protective footwear shall meet ASTM F2412 and F2413. Leather work boots or work shoes are required at all times on RG jobsites, unless it can be demonstrated by an AHA or PPE assessment that a different type of foot protection may be worn.

8. High Visibility Apparel — EM 385-1-1-05.F

High visibility apparel shall be worn by workers on all RG projects when required by a customer, when deemed necessary by the HSE Manager, or in the following conditions:

- a) There is limited visibility of workers exposed to mobile/heavy equipment operations, vehicles, load handling, or other hazardous activities;
- b) Reduced visibility conditions exist due to weather conditions, illuminations, or visually complex backgrounds where ambient visibility exists; or
- c) Workers are involved in activities in close proximity to vehicular traffic. The apparel background material color shall be either fluorescent yellow-green, fluorescent orange-red or fluorescent red. When choosing color, optimization of color conspicuity between wearer and work environment shall be considered. An AHA or PPE assessment will be conducted should a Class II/Class III high visibility vest be required.

9. Electrical Protection — 29 CFR 1910.137 and Subpart S/EM 385-1-1-05.I

RG will ensure that each employee working in areas where an electrical hazard exists are provided and use PPE such as insulating blankets, matting, covers, line hose, gloves and sleeves made of rubber, and insulated tools, etc. Selection and use criteria for electrical PPE must be based upon a hazard assessment and must comply with the guidelines found in OSHA 29CFR 1910.137(a) (1) and the appropriate section of the EM 385-1-1. Rubber goods provided to protect workers working on energized facilities must meet ASTM F18 standards. Electric arc flash protection shall be provided for any person who enters the flash protection zone. Flame resistant clothing and PPE, based on the incident exposure associated with the specific task, must be worn.

10. Hand Protection — 29 CFR 1910.138/EM 385-1-1-05

RG will ensure that each employee wears hand protection when working in areas where a hazard exists that could cause injury to hands and fingers due to skin absorption of hazardous substances, severe cuts, lacerations, abrasions, punctures or burns and temperature extreme.

Hand protection must meet the following minimum requirements:

- a) Adequately protect against the particular hazards for which they were designed;
- b) Be reasonably comfortable when worn under designed conditions;
- c) Fit properly without interfering with the movements of the wearer;
- d) Be durable
- e) Be capable of being cleaned and/or disinfected and/or disposed of upon completion of intended use; and,
- f) Be kept clean and in good repair.

Selection and use criteria for suitable hand protection will be based upon a hazard assessment and must comply with the PPE manufacturers' performance recommendation.

RG requires that all employees wear hand protection when performing any type of physical labor or anytime a hazard that could cause an injury to hands exists.

11. First Resistant Clothing

Fire resistant clothing (FRC) shall be provided and worn by all employees when work is being completed in an area where there is the potential of flash fire or explosion, required by a customer, or deemed necessary by the HSE Manager. When FRC is required, full length sleeves and front of the garments must be fastened as completely as designed. FRC fabric shall meet the intent of NFPA 2112.

Employees shall wear FRC as the outer garment and must fully cover any non-flame-resistant clothing being worn. Non flame-resistant outerwear may be worn over approved FRC only when other safety concerns exceed the fire hazard (protection against asbestos, drowning, etc.)

An AHA or PPE assessment will be conducted should concerns arise concerning the use of FRC.

12. Noise (Hearing Conservation Program) — 29 CFR 1910.95/EM 385-1-1-05.C

When employees are subjected to sound at or exceeding 85 dBA, feasible administrative or engineering controls will be utilized. If such controls fail to reduce sound level below 85 dBA, personal protective equipment will be provided and used to reduce sound levels. RG requires all employees to wear hearing protection when 85 dba is exceeded. The supervisor will be responsible for the enforcing and maintaining a hearing conservation program which will include the requirements outline in 29 CFR 1910.95(c), Hearing Conservation Program.

Noise is a constant hazard in many daily working environments and operations. In responding to the need to protect workers, supervisors will protect their employees by:

a) Implementing a written Hearing Conservation Program including training for:

1. Monitoring of work environments.
2. Notification of employee exposure levels.
3. Establishing the need for hearing protection.
4. Providing workers with baseline and subsequent annual audiograms.
5. Training of employees in hearing conservation, PPE selection, fitting, use, maintenance, cleaning, disposal, recordkeeping, and supervision.
6. Recordkeeping of employee exposures

b) Monitoring noise levels using approved meters; and,

c) Not allowing exposure to go over 115 dBA in any case and impulsive or impact noise may not exceed 140 dBA peak sound pressure level.

d) Selection and use criteria for suitable hearing protection will be based upon a hazard assessment and must comply with the PPE manufacturers' performance recommendations.

13. Fall Protection — 29 CFR 1926.501 – 503/EM-385-1-1-05.H and 21.H.05

RG will ensure personal fall protection is provided to employees working on roofs, aerial lifts, powered working platforms, scaffolding, and any other time personnel are elevated 6 feet or more above ground level surfaces without protection. All personal fall protection devices must meet both federal and customer requirements. All personnel must be properly trained in the use and maintenance of personal fall protection devices prior to using.

DISCIPLINARY PROGRAM

1. Any blatant disregard for the safety of a worker on a jobsite, can and will lead to immediate termination. Upon the observation of a safety violation of a lesser nature, one of the following will occur:
 - a) Verbal warning and/or safety incentive removed for the month.
 - b) A written or verbal warning will be issued.
 - c) Worker is removed from the site for the day and the following two (2) days.
 - d) Removal from project.
2. Managers/Supervisors are expected to lead by example and will be held to a higher standard than other workers onsite. Violations of safety policies by these individuals will result in expedited disciplinary action.
3. Zero tolerance is allowed for the following activities and will result in the immediate removal from the project:
 - a) Exposure to falls over six (6) feet.
 - b) Working in an unprotected excavation.
 - c) Working under suspended loads.
 - d) Disabling safety devices or guards.
 - e) Failure to use lock out tag out procedures.
 - f) Operating equipment without proper training.
4. Any other violations, not specifically identified are at the discretion of Ross Group to determine the course of action to be taken.
5. In the event an accident occurs due to an unsafe act, the HSE Manager shall work with the project team to thoroughly investigate the accident, determine a root cause, and a proper course of action.

FALL PROTECTION

1. Sub-Contractor shall insure that each employee working at or above 6 feet shall be protected from fall hazards. During steel erection activities the following shall apply:
 - a) Any employee who is on a working surface with an unprotected side or edge more than fifteen (15) feet from the next level must be provided with fall protection. Perimeter safety cables must be installed at the final interior and exterior perimeters of multi-story structures as soon as the decking has been installed.
 - b) A controlled decking zone (CDZ) may be established as a substitute for fall protection where metal decking is being installed of a work area over fifteen (15) feet and up to thirty (30) feet above a lower level. This CDZ may be no more than ninety (90) feet wide and ninety (90) feet deep from any leading edge, not exceed 3,000 square feet of unsecured decking, have clearly marked designated boundaries with control lines or equivalent, have safety deck attachments placed from the leading edge back to the control line, and have at least two (2) safety deck attachments for each metal decking panel.
2. All equipment and anchorage points to be reviewed and approved by a qualified person.
3. All personnel must be provided training in the safe use of fall protection and how to identify and abate fall protection hazards. This training will be documented, and a copy given to Site Management.

SCAFFOLDING

1. The footing or anchorage for scaffolds shall be sound, rigid, and capable of carrying the maximum intended load without settling or displacement. Unstable objects such as barrels, boxes, loose brick, or concrete blocks shall not be used to support scaffolds or planks.
2. No scaffold shall be erected, moved, dismantled, or altered except under the supervision of competent persons or as requested for corrective reasons by HSE Personnel.

3. Guardrails and toe boards shall be installed on all open sides and ends of platforms more than 6 feet above the ground or floor, except needle beam scaffolds and floats. Fall protection during erection and dismantling process may vary by customer guidelines.
4. Scaffolds and their components must be capable of supporting without failure at least 4 times the maximum intended load.
5. Any scaffold, including accessories such as braces, brackets, trusses, screw legs, ladders, couplers, etc., damaged or weakened from any cause must be repaired or replaced immediately, and shall not be used until repairs have been completed.
6. All planking must be Scaffold Grades, or equivalent, as recognized by approved grading rules for the species of wood used.
7. All planking or platforms must be overlapped (minimum 12 inches) or secured from movement.
8. An access ladder or equivalent safe access must be provided.
9. The poles, legs, or uprights of scaffolds must be plumb and securely and rigidly braced to prevent swaying and displacement.
10. Overhead protection must be provided for men on a scaffold exposed to overhead hazards.
11. Overhead protection must be provided for men on a scaffold exposed to overhead hazards.
12. Scaffolds shall be provided with a screen between the toe board and guardrail, extending along the entire opening, consisting of No. 18 gauge U.S. Standard wire one-half inch mesh or the equivalent, when personnel are required to work or pass underneath the scaffolds.
13. A safe distance from energized power lines shall be maintained.
14. Scaffolds shall not be used during high wind and storms.
15. Ladders and other devices shall not be used to increase working heights on
16. Scaffolds shall not be moved while employees are on them.
17. Loose materials, debris, and/or tools shall not be accumulated to cause a
18. Employees working on suspended scaffolds shall employ a fall-arrest
19. Scaffold components shall not be mixed or forced to fit which may reduce design strength.
20. Scaffolds and components shall be inspected at the erection location. Scaffolds shall be inspected before each work shift, after changing weather conditions, or after prolonged work interruptions.
21. Casters and wheel stems shall be pinned or otherwise secured in scaffold legs. Casters and wheels must be positively locked if in a stationary position.
22. Tube and coupler scaffolds shall be tied to and securely braced against the building at intervals not to exceed 30 feet horizontally and 26 feet vertically.

HOUSEKEEPING

1. During the course of construction, alteration, or repairs, form and scrap lumber with protruding nails and all other debris shall be kept reasonably cleared from work areas, passageways and stairs in and around buildings or other structures.
2. When throwing debris from floors, a competent person must be in place to warn others of the danger or the area where the debris is put must be barricaded off.

LADDERS

1. Do not use any ladder with cracked or damaged rails, steps, or rungs.
2. Open step ladders fully and lock spreaders.
3. Use extension ladders only up to 60 feet. If the ladder is extended less than 36 feet, have 3 feet of overlap between sections; if extended between 36 and 48 feet, have 4 feet of overlap between sections; if extended between 48 to 60 feet, have 5 feet of overlap between sections.
4. Only one person is allowed on a ladder.
5. Supply firm footing for ladder. If the ground is soft or uneven, use plywood under the feet of the ladder.
6. Use 4-to-1 rules in setting up extension ladders. This is easy to compute since the rungs on most ladders are one foot apart. Count the rungs up to where the ladder rests on the wall. If it is 16 feet, set the ladder base 4 feet from the wall.
7. Face the ladder when climbing up or down. Hold on with both hands. Carry supplies in tool pouches or haul them up with a line.
8. Move the ladder instead of over-extending yourself. Follow the rule of keeping your belt buckle between the side rails.
9. Ladders must be tied off or secured by some other means.
10. Use only ladders and step stools to get additional height. Do not use a box, crate, or other improvised stand for climbing.

EQUIPMENT

1. Personnel must be trained in the safe operation of equipment to be used.
2. An operator's guide/manual and a fire extinguisher must be located on all equipment.
3. Maintenance shall only be done when equipment is turned off.
4. All electrical tools, extension cords, outlets shall be grounded, and ground fault protection provided.
5. Electrical cords must be 12 gauge or larger.
6. All electrical wiring should be regarded as dangerous. Do not tamper with electrical circuitry or equipment unless qualified to do so.
7. Do not use plastic gasoline cans, metal only.
8. An ABC fire extinguisher must be next to generators and on all equipment that is motorized.

FORKLIFTS

1. All operators must have a current forklift operator card, and it must be documented at the jobsite by Site Management.
2. Do not operate the forklift unless you have been trained as required by the standard on that specific type of lift and has been documented by Site Management.
3. Move the forklift with the forks elevated just enough to clear the floor.
4. When approaching a blind corner, sound the horn, reduce speed, and proceed.
5. Do not leave a forklift unattended with the motor running.
6. Do not permit riders on the forklift at any time.
7. If seat belts are provided, use them.
8. Turn the forklift slowly to prevent tipping or over-turning a load.
9. Lower the load before moving the forklift.
10. Do not lift a load, which exceeds the rated capacity of the forklift.
11. All forklifts must be equipped with a fire extinguisher rated at 5-B-C.

MAN LIFT

1. All operators must be trained to operate equipment and training must be documented and maintained onsite by Site Management.
2. Never work near overhead power lines.
3. Do not support aerial baskets or platforms by adjacent structure(s).
4. Test the lift controls in accordance with the manufacturer's recommendations or instructions prior to use to ensure controls are in safe working condition. Ensure controls and signaling devices are tested and are in good operating condition

5. Employees must only operate aerial devices for which they have been trained.
6. Do not “belt-off” to an adjacent pole, structure, or equipment while working from an aerial device.
7. Never sit or climb on the edge of the basket or use planks, ladders or other devices to gain greater working height.
8. Never exceed the manufacturer specified load limits on booms, baskets and platforms.
9. Lower level controls aren’t to be operated unless permission has been obtained from the employee in the device, except in case of emergency.
10. Before moving an aerial device for travel, the boom is to be inspected to see that it is properly cradled, and outriggers are in stowed position.
11. While in an elevated aerial device, the employee must be secured to manufacturer anchorage point of the aerial device through the use of a body harness equipped with lanyard. Safety belts/body belts used as part of a positioning device system shall be rigged such that an employee cannot free fall more than 2 feet.
12. A body harness must be used in a personal fall restraint, positioning or fall arrest system.
13. Man lifts must be equipped with a fire extinguisher rated at 5-B-C.

RESPIRABLE CRYSTALLINE SILICA

1. If any employee is at or higher than the Action Level (25 micrograms per cubic meter of air), OSHA’s silica standard requirements apply.
2. An Exposure Assessment shall be performed by employer prior to starting work. (What are the hazards, exposure levels, and are levels acceptable?)
3. The employer shall designate a Competent Person to implement the written exposure control plan. This needs to be in the form of a signed document showing that the employee meets or exceeds OSHA’s definition for a Competent Person.

4. A Written Exposure Control Plan shall be provided covering the following:
 - a) A description of the tasks in the workplace that involve exposure to respirable crystalline silica;
 - b) A description of the engineering controls, work practices, and respiratory protection used to limit employee exposure to respirable crystalline silica for each task;
 - c) A description of the housekeeping measures used to limit employee exposure to respirable crystalline silica
 - d) A description of the housekeeping measures used to limit employee exposure to respirable crystalline silica; and
 - e) A description of the procedures used to restrict access to work areas, when necessary, to minimize the number of employees exposed to respirable crystalline silica and their level of exposure, including exposures generated by other employers or sole proprietors. This shall discuss procedures of how they will ensure other contractors working onsite are not being exposed.
5. If respirators are used the following shall be provided:
 - a) A written respiratory protection program with worksite specific procedures where respirators are necessary.
 - b) Respirator maintenance and training for all affected employees.
 - c) Medical exams and fit tests.

ENVIRONMENTAL ORIENTATION

ENVIRONMENTAL PROTECTION PLAN

1. The Environmental Protection plan is located in the job trailer.
2. Incompatible materials should not be stored in a manner that might cause the substances to spontaneously react, or potentially prompts a reaction in the event of a spill incident.
3. Whenever hazardous or potentially hazardous materials are brought onto the site the SDS's must be provided and the amounts and locations of the substances added to the hazardous substance list.
4. Segregate hazardous waste from other materials and wastes. Protect the waste from the weather by placing it in a safe covered location and take precautionary measures against accidental spillage.
5. Only a licensed subcontractor can transport hazardous waste.
6. All non-hazardous waste will be collected and disposed of in accordance with all State and Local solid waste management regulations in approved metal dumpsters provided by a local contractor.
7. Do not bury any construction waste. Always dispose of waste in designated containers
8. If there is a recycling program for the site all non-hazardous recyclable debris will be collected and stored in separate containers.

HISTORICAL, ARCHAEOLOGICAL, CULTURAL, BIOLOGICAL & WETLANDS

1. If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended.
2. You must notify the site superintendent immediately if any resources are found.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

1. Discuss the location and importance of the SWPPP.
2. Discuss locations of all of the best management practices. (BMP's i.e. silt fence, rock dams).
3. If any BMP's must be removed or are damaged the superintendent must be notified.
4. Always use the designated construction site entrances, roads, and parking areas.
5. Concrete wash outs must be used. Do not wash out trucks on the ground or around storm drains.
6. Show the locations of concrete washouts on the maps located in the SWPPP.
7. Storing of hazardous materials, chemicals, fuels, and oils, and fueling of construction equipment, will not be permitted within 50 feet of any stream bank, wetland, spring, or other waterbody.
8. Materials stored on the site will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
9. Products will be kept in their original containers with the original manufacturer's label.
10. Whenever possible, all the product will be used up before disposing of the container.
11. If applicable use the hazardous waste storage area at job site to store oil, antifreeze, filters, fuel, paint and other hazardous waste generated on site.
12. All vehicles and equipment shall have routine O&M maintenance before brought on site.
13. Frequently inspect vehicle or equipment, when leaks are observed, such items shall be removed from construction site immediately.

SPILL PREVENTION CONTROL and COUNTERMEASURES PLAN (SPCC)

1. Always notify the superintendent if you spill or find a spill of any chemicals.
2. Do not attempt to clean up any hazardous spills unless you have the proper training.
3. Spills will be contained and cleaned up immediately after discovery.
4. Materials and equipment needed for cleanup procedures will be kept readily available on the site, either at an equipment storage area or on the contractor's trucks. This will include brooms, dust pans, shovels, granular absorbents, sand, saw dust, absorbent pads and brooms, plastic and metal trash containers, gloves and goggles.

DUST CONTROL PLAN

1. The dust control plan if applicable will be located in the job trailer.
2. Any vehicles onsite must use the designated construction site entrance to reduce the amount of mud and dirt tracked on to the road from the jobsite.
3. Any materials being hauled from the site in open-bed vehicles must maintain a minimum of 12 inches of free board space and be covered.

PROHIBITION OF SEX OFFENDERS AND CONVICTED FELONS ON SCHOOL PREMISES

TITLE 57, OKLAHOMA STATUTE, SECTION 589

1. In accordance with Title 57 O.S. Section 589, It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business which contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages.

FELONY CONVICTION

1. No employee convicted, entered a plea of guilty or a plea of nolo contendere, or received a suspended sentence of a felony offense shall be allowed to work on school premises during normal school hours unless the following
 - a) This restriction does not apply to persons who have been convicted of a felony within then (10) years and who are volunteers, who are performing community service hours under court order, or who are performing services



Site Safety Orientation

Participant Declaration of Acknowledgement

I hereby attest by my signature that I have completed the required Safety Orientation and understand these health, safety, and environmental requirements and policies, and I will abide by them. I understand that there may be site specific hazards and may be amended or modified at any time at the discretion of the Ross Group. I also attest by my signature that I have not been convicted of a crime pursuant to Title 57, Oklahoma Statute, Section 589, nor convicted of a felony with the exception of a supervised work release program and am clear to work on a school campus during normal school hours.

Printed Name:

Employee Signature:

Date:



Drawings & Specifications Outline

| GENERAL DRAWINGS | |
|------------------|---------------|
| Sheet Number | Sheet Name |
| | |
| G1.0 | COVER |
| G2.0 | CODE ANALYSIS |
| G2.1 | CODE PLAN |

| ARCHITECTURAL DRAWINGS | |
|------------------------|---|
| Sheet Number | Sheet Name |
| | |
| A0.1 | ABBREVIATIONS, LEGENDS, ASSEMBLIES, GENERAL NOTES |
| A1.0 | SITE PLAN |
| A2.0 | DEMOLITION PLAN |
| A2.1 | NEW CONSTRUCTION PLAN |
| A4.0 | EXTERIOR ELEVATION, SECTIONS, & DETAILS |
| A4.1 | EXTERIOR ENLARGED ELEVATION & DETAILS |
| A9.0 | ENLARGED FLOOR PLANS & VERTICAL CIRCULATION |
| A10.0 | ROOM FINISH & MATERIAL SCHEDULE |
| A10.1 | FINISH PLAN |
| A10.2 | INTERIOR ELEVATIONS |
| A10.3 | INTERIOR ELEVATIONS |
| A10.4 | INTERIOR ELEVATIONS |
| A10.5 | INTERIOR SECTIONS |
| A10.6 | INTERIOR SECTIONS & DETAILS |
| A11.1 | DOOR SCHEDULE & DETAILS |
| A11.2 | GLAZING TYPES & DETAILS |
| A12.1 | REFLECTED CEILING PLAN |
| A12.2 | REFLECTED CEILING PLAN - DIMENSIONED |
| A12.3 | RCP DETAILS |
| A13.0 | DESIGN ALTERNATES |
| A13.1 | DESIGN ALTERNATES |
| A13.2 | DESIGN ALTERNATE DETAILS |
| A14.1 | FFE FLOOR PLAN |
| AQ1.0 | FOOD SERVICE EQUIPMENT ARRANGEMENT PLAN |

| STRUCTURAL DRAWINGS | |
|---------------------|---------------------------|
| Sheet Number | Sheet Name |
| | |
| S0.1 | GENERAL NOTES |
| S0.2 | SPECIAL INSPECTIONS |
| S2.1 | FOUNDATION PLAN |
| S2.2 | ROOF FRAMING PLAN |
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| S5.1 | EXISTING BUILDING DETAILS |
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|---------------------|----------------------|
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| | |
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| MD101 | HVAC DEMOLITION PLAN |
| M-101 | HVAC FLOOR PLAN |
| M-102 | MEZZANINE HVAC PLAN |
| M-103 | HVAC ROOF PLAN |
| M-501 | HVAC DETAILS |
| M-601 | HVAC SCHEDULES |
| M-901 | ALTERNATES |

| PLUMBING DRAWINGS | |
|-------------------|--------------------------------------|
| Sheet Number | Sheet Name |
| | |
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| PD101 | PLUMBING DEMOLITION PLAN |
| P-101 | PLUMBING FLOOR PLAN |
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| ELECTRICAL DRAWINGS | |
|---------------------|--|
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| | |
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| EL101 | LIGHTING PLAN |
| EP101 | POWER PLAN |
| EP102 | MECHANICAL POWER PLAN |
| EP103 | POWER PLAN - ROOF |
| T-101 | TELECOMMUNICATIONS PLAN |
| E-401 | DESIGN ALTERNATES |
| E-501 | ELECTRICAL DETAILS |
| E-601 | ONE-LINE AND SCHEDULES |
| E-602 | PANEL SCHEDULES |
| E-603 | PANEL SCHEDULES |

| FIRE PROTECTION DRAWINGS | |
|--------------------------|------------------------|
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| | |
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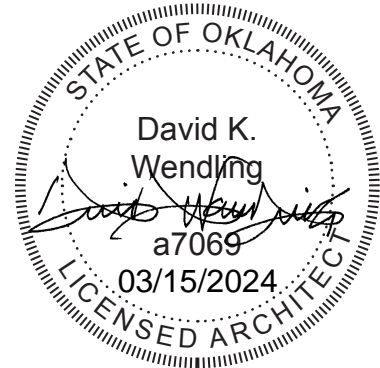
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**Sample Subcontract,
Purchase Order Agreement,
and Professional Services
Agreement**



PO Box 690960
Tulsa, OK 74169-0960
918.234.7675 (p)
918.234.3811 (f)
withrossgroup.com

CONTACTS

Subcontract Agreements / Purchase Orders / Change Orders

Submit executed Subcontract Agreements, Purchase Orders, Change Orders, Supplement for Fast-Track project and Certificate of Insurance electronically as follows. The company must have a valid Certificate of Insurance as of the paid date of an invoice.

Attn: Jobcost
The Ross Group Construction Co
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
E-mail: jobcost@withrossgroup.com

Application for Payment (Exhibit 5), Release of Claims (Exhibit 3)

Prior to submitting Application for Payment (Exhibit 5), verify the following items are complete or will be completed in order to ensure compliance with the Subcontract Agreement; thereby, enabling payment to occur in accordance with the Subcontract Agreement.

- A. Submit all Applications for Payment as follows:
Attn: Accounts Payable
The Ross Group Construction Co
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
Email: ap@withrossgroup.com
Note:
 1. Aging of receivables commences once it has been received at the referenced location.
 2. Applications for Payment are to be submitted by the 20th of each month.
- B. Submit Exhibit 5 Application for Payment
The referenced is provided for guidance on the items reviewed during the approval process.
- C. Submit Exhibit 3 Affidavit of Release and Payment of Debts and Claims
The referenced document is a Contingent Claim Release that becomes only in effect commensurate with the company rendering payment. Complete the document as if the submitted Exhibit 5 is to be paid. If this document is initially provided with Exhibit 5, the company will not have to verify that a Claim Release is received on previous payments prior to rendering payment on the current amount due.
- D. Certificate of Insurance is valid through anticipated Payment Date.
The company must have a valid Certificate of Insurance as of the paid date of an invoice.
- E. Change Orders
Verify that all Change Orders are executed and returned prior to anticipated payment date.

SUBCONTRACT AGREEMENT

SUBCONTRACT NUMBER: _____ DATE: _____

SUBCONTRACTOR: _____

(Herein called "Subcontractor")

CONTRACTOR: _____

The Ross Group Construction Co
PO Box 690960 Tulsa OK 74169-0960

(Herein called "Contractor")

PROJECT: _____

(Herein called "Project")

OWNER: _____

(Herein called "Owner")

ARCHITECT/ ENGINEER: _____

(Herein called "Architect/Engineer")

SUBCONTRACT PERFORMANCE TIME: _____ In accordance with Contractor's project schedule.

RETAINAGE AMOUNT: _____ unless higher amount held by the owner

SUBSTANTIAL COMPLETION DATE: _____

PROJECT COMPLETION DATE: _____

SUBCONTRACT SUM: _____

This Subcontract Agreement (herein called "Subcontract") is made to be effective this date, by and between (herein called "Subcontractor") and The Ross Group Construction Co (herein called "Contractor").

WITNESSETH, Whereas, Contractor has entered into a contract with the Owner to furnish all materials, tools, and equipment, and perform all Work and labor necessary for the complete construction of Project, and Whereas, Contractor requires the services of Subcontractor to complete a portion of the Project; and Whereas, Subcontractor is engaged in the business of construction of the nature required by the Scope of Work, Article 2; and Whereas, Subcontractor represents that it has reviewed contract documents and has an adequate, competent, fully trained organization together with the necessary tools, equipment and financial resources with which it desires to perform the Scope of Work for Contractor; and Whereas, Contractor and Subcontractor desire to enter into this Subcontract for the performing of the Scope of Work under the terms and conditions as herein provided.

In consideration of the mutual covenants and agreements herein contained Contractor and Subcontractor agree as follows:

ARTICLE I. CONTRACT DOCUMENTS: Subcontractor agrees to furnish all material and perform all work as described in Article II. Scope of Work, for the project in accordance with this Subcontract and the "Contract Documents", as prepared by the Architect/Engineer. The Contract Documents are a part of this Subcontract and consist of the following:

1. Contract between the Owner and the Contractor, dated: _____
2. Specifications: _____
3. Plans: _____
4. Addenda, amendments, supplements: _____

(herein collectively called "Contract Documents").

Subcontractor hereby acknowledges possession or receipt of Contract Documents, Item No. 2 through Item No. 4. Item No. 1 of the Contract Documents shall be made available to the Subcontractor for review and copying upon request. Subcontractor shall revise specifications and plans to reflect any changes made by, addenda, amendments, modifications, and/or change orders, before using for construction.

This Subcontract contains the entire agreement between Contractor and Subcontractor and supersedes all proposals and other communications. Exhibit 4 to this Subcontract shall govern in the event of conflict with any provisions in the Contract Documents. Subcontractor shall be bound to Contractor by the terms of the Contract Documents and this Subcontract, and assume toward Contractor all the obligations and responsibilities that Contractor by those documents assumes toward the Owner, including all the provisions thereof affording remedies and redress to Contractor from the Owner.

Subcontractor, hereby agrees to perform all work in accordance with the directions of Contractor to the extent that such directions are not in conflict with the Contract Documents, and further agrees that all work shall be performed by skilled and reputable mechanics, artisans, and laborers satisfactory to Contractor, and the Work to be performed shall fully comply with the aforesaid Contract Documents, and shall meet with the approval and acceptance of Contractor, the Architect/Engineer or other representative or agent of the Owner designated in the Contract Documents.

Any provisions required to be inserted in this Subcontract by the terms of the Contract Documents shall be deemed inserted, and shall have the same force and effect as if they are physically inserted herein in their entirety.

ARTICLE II. SCOPE OF WORK: The materials and equipment to be furnished and work to be performed by the Subcontractor are:

1. The Subcontractor shall furnish all materials, tools, and equipment, and perform all work and labor necessary for the completion of the following portion(s) of Project:
 2. Specification Sections: _____ Including but not limited to: _____
 3. Includes: _____ See Exhibit 4 _____
 4. Excludes: _____ See Exhibit 4 _____
- (collectively called the "Work" herein)

ARTICLE III. CONSTRUCTION SCHEDULE: Time is of the essence and Subcontractor shall commence and prosecute the Work with the utmost of diligence to final completion in accordance with Contractor's Construction Schedule and directions, furnishing all supervision, labor, material and equipment for forty (40) hours each calendar week or as necessary to comply with such schedule and directions. Subcontractor shall notify the Project Superintendent upon arrival and prior to leaving the job site each working day. Subcontractor's workmen shall have in their possession and reviewed the Contract Documents and submittals to such an extent so as to enable them to diligently prosecute the Work.

Subcontractor shall, upon request by Contractor, furnish all necessary information and assist in the updating of the Construction Schedule and in the coordination of the performance of the Work so as to minimize conflict or interference within the work of others. The Construction Schedule given to Subcontractor by Contractor at the beginning of the Project is to designate the amount of time allocated for the completion of each phase of the Work. It is understood and agreed that the scheduling and sequencing of all construction operations on the Project, including, but not limited to Subcontractor's Work, are at the option and discretion of Contractor. The Construction Schedule may only be modified by Contractor at its sole discretion and Subcontractor agrees to comply with any such modification(s). Subcontractor further agrees that the dates, sequencing and durations indicated in the Construction Schedule are, without the prior consent of Subcontractor, or any surety or sureties, subject to change, however minor or cardinal, at the discretion of Contractor. Upon request, Subcontractor will furnish to Contractor evidence that it has arranged for timely delivery of material and equipment. Subcontractor shall, within ten (10) calendar days from the date of this Subcontract, submit all shop drawings, brochures, data and samples as required by the Contract Documents or needed to carry on the work without delay, and shall provide sufficient copies to meet the requirements of Contractor and the Architect/Engineer.

Subcontractor expressly agrees to perform the Work in accordance with within the time limits specified in the Construction Schedule. Subcontractor also recognizes that, as provided for herein, only time extensions may be granted on account of any delay, beyond the control of Subcontractor, in the prosecution or completion of the Work. Subcontractor shall notify Contractor in writing of within two (2) working days after the commencement of such delay, stating the cause or causes of the delay and the extension of time to which Subcontractor claims it is entitled. If such notice requesting additional time is not given, Subcontractor shall be deemed to have waived any right that Subcontractor may have had to an extension of time. The decision of Contractor on Subcontractor's request for an extension of time shall be final and conclusive upon Subcontractor. If, however, as the result of any delays to Subcontractor's performance and completion of the Work not excused by Contractor in writing, Contractor shall incur additional expense(s) and/or become liable to the Owner because of Subcontractor's failure to complete the Work within the specified time limits, then Subcontractor shall indemnify and hold Contractor harmless from and against all such liability and/or additional expense(s).

ARTICLE IV. PERFORMANCE AND PAYMENT BOND: Intentionally deleted.

ARTICLE V. PERIODIC PROGRESS PAYMENTS: Contractor shall make periodic, monthly progress payments to Subcontractor for the complete and satisfactory performance of the Work (subject to any additions and/or deductions as provided herein) only after receipt of payment for the Work from the Owner. The amount of the payment shall be for the value of Work completed by Subcontractor during the previous payment period, as approved and paid for by the Owner. It is the intention of the parties that the right of Subcontractor to payment under this Subcontract and the Contract shall be limited to payments from the fund consisting solely of the amounts Owner pays to Contractor on account of Subcontractor's Work under this Subcontract. Subcontractor promises to look for payment only from that fund. Subcontractor acknowledges that it relies on the credit of Owner, not Contractor, for payment of Subcontract Work. Subcontractor agrees that payment by Owner to Contractor on account of Subcontractor's Work is a condition precedent to Contractor's obligation to pay Subcontractor under this Subcontract. If Owner pays Contractor less than the full amount Contractor believes is due under the Contract on account of Subcontractor's Work under this Subcontract, then Contractor shall have no obligation to pay Subcontractor more than the amount it receives from Owner on account of Subcontractor's Work, less any markups or costs incurred by Contractor and to which Contractor is otherwise entitled. Subcontractor expressly assumes the risk that Owner will not pay all or any part of the amounts due Contractor under the Contract on account of Subcontractor's Work under this Subcontract.

Applications for payment shall be submitted to Contractor no later than the twentieth (20th) day of each month. Payment will be made to Subcontractor on or about the twenty-fifth (25th) day of the following month, providing payment has been received from the Owner for the Work; otherwise, payment will be made within five (5) business days after such receipt of payment. Acceptance of periodic progress payments by Subcontractor shall constitute a waiver of any and all claims by Subcontractor against Contractor, its surety, the Owner, the premises or any payment bond.

As a condition precedent to the payment of any progress payment, the Subcontractor shall provide to Contractor with each application for payment (i) waiver and release affidavits from Subcontractor and its subcontractors and suppliers, as set forth in Exhibit 3, covering all labor and materials provided to the Project through the period covered by the Application for Payment, or (ii) such other evidence as the Contractor, in its sole discretion, requires to demonstrate all charges for labor and materials provided to Subcontractor on the Project have been paid.

All Periodic Progress Payments/ Applications for Payment/ Invoices are to be submitted as follows in order to be considered for processing:

Attn: Accounts Payable
The Ross Group Construction Co
PO Box 690960
Tulsa OK 74169-0960

Subcontractor shall promptly pay all costs and expenses incurred in the performance of this Subcontract as they become due and shall furnish satisfactory evidence and verification of payment when requested by Contractor. Subcontractor shall not divert any payments received to the satisfaction of obligations unrelated to the Project.

Subcontractor agrees to keep the premises or Project, to which this Subcontract relates, free and clear of materialmen's and mechanic's liens, other encumbrances or claims of any nature arising from Subcontractor's actions or this Subcontract and shall, at Subcontractor's sole cost and expense, defend against any such claim, lien, suit or proceeding that may be presented or filed. Subcontractor shall, upon request of Contractor, promptly purchase and provide an appropriate surety bond relative to any such liens or encumbrances. Contractor may require, prior to making any payment, that Subcontractor deliver written releases or waivers of all rights to assert any liens, charges or claims for additional compensation upon Project.

If any sub-subcontractor, laborer or material supplier of Subcontractor or any other person acting directly or indirectly for or through Subcontractor makes any demand or other claim against the Property or Project or against any payment bond executed by Contractor as principal in connection with the Project on account of any labor, material, services, equipment or other items furnished in connection with the Work, Subcontractor shall, at Subcontractor's sole cost and expense, defend against any such payment bond claim, demand, suit or proceeding.

Subcontractor hereby grants Contractor a lien upon all materials, tools and equipment of Subcontractor at the Project site or to be used in connection with the Work as security for the satisfactory performance and completion of the Work and for payment of all other outstanding obligations of Subcontractor arising from this Subcontract or the Work.

Subcontractor shall indemnify and hold harmless Contractor, the Owner, and the property upon which the Work is being performed from all liens, demands or payment bond claims of sub-subcontractors, laborers or material suppliers of Subcontractor or any other person acting directly or indirectly for or through it arising from the performance of the Work.

Subcontractor covenants and agrees that it will not file any mechanics' liens or claims against the Project, the Property or any payment bond executed by Contractor as principal in connection with the Project on account of any labor, material, services, equipment or other items furnished by Subcontractor in performing the Work.

Contractor may, at its election, pay any amount otherwise payable to Subcontractor under this Subcontract directly to any party as may be required to satisfy Subcontractor's obligation to such party for material or equipment furnished or labor performed on The Project or Contractor may make any such payment jointly to Subcontractor and a party to whom payment is due for equipment, material or labor.

Contractor may apply any amount payable to Subcontractor under this Subcontract to the satisfaction of any obligation of Subcontractor to Contractor, whether or not such obligation arises under this Subcontract or is related to the Project, and any amount that may be payable by Contractor to Subcontractor may be applied to the satisfaction of Subcontractor's obligations under this Subcontract, whether or not Contractor's obligation to Subcontractor is related to this Subcontract or to the Project.

ARTICLE VI. FINAL PAYMENT: Final payment by Owner to Contractor shall be a condition precedent to the right of Subcontractor to receive final payment from Contractor. Final payment shall be due when the Work is fully completed and performed in accordance with the Contract Documents, including furnishing all manuals, instructions, warranties, as-built drawings, parts lists, etc. and when the Work has been accepted and paid for in full by the Owner.

Acceptance by Subcontractor of final payment shall constitute a full and final release of all claims against Contractor, the Owner, and the Project for work performed and materials furnished, regardless of whether Subcontractor shall have executed a written release.

Subcontractor's final application for payment must be received by Contractor within sixty (60) calendar days of the end of performance of the Work (not including punchlist or other remedial work or warranty work). Final applications for payment received more than sixty (60) calendar days thereafter will not be paid.

Issuance of final payment shall not constitute an acceptance of defective, latently defective or non-conforming work.

ARTICLE VII. INDEMNITY AND INSURANCE: To the fullest extent permitted by law, Subcontractor shall indemnify Contractor, Architect/Engineer and the Owner, their respective officers, directors, owners, employees, agents, insurers, sureties, and parent and affiliated entities, against any and all claims, losses, injuries, demands, actions, judgments, damages and costs and expenses of every kind and description (including, without limitation, attorneys', consultants' and experts' fees) and hold them harmless therefrom arising out of or in any way related to (i) the performance by Subcontractor of its work under this Subcontract, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) any breach of this Subcontract by Subcontractor, or (iii) any act or omission by Subcontractor, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, their invitees, or any person performing work directly or indirectly on behalf of Subcontractor, or (iv) arising wholly or in part out of any negligent act or omission of Subcontractor, Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or those for whom Subcontractor is responsible. The provisions of this paragraph are binding on Subcontractor where Subcontractor is, or is alleged to be, the cause, directly or indirectly, in whole or in part, of any injury, damage or loss, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Subcontractor is obligated to provide indemnification. In the event any such claim, loss, injury, demand, action, judgment, damage, cost or expense arises out of this Subcontract, Contractor shall have the right to withhold from any payments due or to become due to Subcontractor an amount sufficient, in its sole discretion, to protect and indemnify it therefrom. Subcontractor's indemnification of any or all of the persons and entities indemnified hereunder shall, however, not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to Subcontractor, its agents, representatives, Subcontractor's subcontractors or suppliers, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Nor shall Subcontractor's obligation to indemnify hereunder apply to any claim resulting solely from the act or omission of Contractor, Architect/Engineer or Owner. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which otherwise exist as to a party or person described herein.

Subcontractor shall protect, indemnify, defend and save harmless Contractor, Architect/Engineer and Owner from and against all damages and all costs and expenses, including, but not limited to, attorneys' fees, arising out of any infringement or claim of infringement on any patent or license in the use of any articles, equipment, or processes furnished or required to be furnished by Subcontractor under this Subcontract.

Upon the execution of this Subcontract, and before commencing the Work, Subcontractor shall furnish to Contractor certificates evidencing that Subcontractor has in effect policies of insurance proving insurance of the types and minimum coverage limits stated in Exhibit No. 1 to this Subcontract or the schedule of insurance contained in the Contract Documents, whichever is higher.

The certificates of insurance shall provide that the policies shall not be terminated or changed without thirty (30) calendar days' advance written notice to Contractor from the licensed agent or insurance company issuing the certificate.

Any insurance policy obtained by Subcontractor to fulfill the insurance requirements of the Subcontract shall name Contractor and the Owner as additional insureds (except for Workers' Compensation insurance) and provide that such insurance shall be deemed primary insurance to any similar insurance Contractor or the Owner may obtain for their benefit, which shall be excess or secondary but not contributing insurance. Each such policy obtained by Subcontractor shall provide that the insurer shall defend any suit against Contractor or the Owner, their officers, agents or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide Contractor and the Owner the right to engage their own attorneys for the purposes of defending any legal action against Contractor or the owner, their officers, agents or employees and that Subcontractor shall indemnify Contractor and the Owner for costs and expenses, including attorneys' fees, arising out of or incurred in the defense of such action.

The liability insurance coverage of Subcontractor shall include coverage for contractually assumed liability, which will include Subcontractor's undertaking of indemnification herein. The limits of such insurance shall in no way be construed as limiting Subcontractor's obligation to completely indemnify and hold harmless Contractor.

If Subcontractor shall fail to obtain or maintain in force any required insurance then Contractor may, at its sole option and with no obligation to do so, procure such insurance and deduct the cost from any amount otherwise payable to Subcontractor under this Subcontract or terminate Subcontractor's continued performance under this Subcontract in accordance with Article XIII of this Subcontract. In any event, Contractor shall in no manner incur any liability to Subcontractor or because of any defect or omission in coverage of any insurance that Contractor may elect to procure.

ARTICLE VIII. CHANGES, EXTENSIONS OF TIME AND PASS-THROUGH CLAIMS: Contractor may at any time during the progress of the Work and without the prior consent of Subcontractor or any surety make changes, however minor or cardinal, of and/or to the Work, including, without limitation, the type, scheduling, nature and/or scope or size of the Work, without invalidating this Subcontract. Before proceeding with any such change, Subcontractor shall obtain written authorization (a "Change Order") from Contractor. All Change Orders will become a part of this Subcontract, but no additional compensation, extensions of time or other changes will be recognized or paid for unless each such Change Order is authorized and approved, in writing, by Contractor. Failure to give written notice to Contractor within ten (10) calendar days after receipt of revised Contract Documents shall be construed as an agreement on the part of the Subcontractor to make any changes to the Work required thereby without additional compensation or extension of time. Contractor shall not be liable to Subcontractor for any work claimed to have been performed for the benefit of Contractor or others, unless Contractor has signed an authorization for such work.

Subcontractor expressly agrees that Subcontractor's sole remedy for any delay or acceleration of the Construction Schedule, interference or other hindrance with performance, suspension of, or other changes in the sequencing or duration(s) of the Work arising from or related to any cause whatsoever shall be an extension of time only and that Subcontractor shall make no claim or demand to the Owner or Contractor for damages, of any kind, including any for increased or impact costs and/or extended overhead on account thereof. Subcontractor further agrees that Subcontractor shall not be entitled to payment or compensation of any kind from Contractor or the Owner for any increased costs or other direct, indirect or impact damages of any kind on account of any delay, acceleration, suspension of, interference or other hindrance arising from or related to any cause whatsoever in the progress of the Work. In the event Subcontractor chooses to litigate, in court or arbitration, any such claim or demand for damages, compensation or payment of any kind and does not prevail on any such claim or demand, Subcontractor agrees that Contractor shall be entitled to recover from Subcontractor all of the fees and expenses of its attorneys and any other expenses incurred in the entire legal proceeding, regardless of whether said legal proceeding also included other claims or demands not arising from or related to any such delay, acceleration, suspension of, interference or other hindrance of any kind to the Work.

Subcontractor agrees to do no work on this Project not covered by this Subcontract for the Owner or anyone else without first obtaining written permission from Contractor.

All claims which will affect or become part of a claim which Contractor is required to make under its contract with Owner within a specified time period or in a specified manner shall be made by Subcontractor as provided herein. Subcontractor shall provide Contractor with written notice and all particulars of such a "pass-through" claim, including all supporting documentation, within 10 working days preceding the time by which Contractor's claim under its contract with the Owner must be made. Failure to submit all particulars of such a claim, including all supporting documentation, within such time shall absolve Contractor and the Owner of all obligations therefor. Any additional claims made after an initial claim is submitted to the Owner and which is based or arises out of the same event as the initial claim will not be considered and is deemed waived. Notwithstanding anything in this Subcontract or the Contract Documents to the contrary, to the extent such a claim is ultimately a claim against the Owner or the Architect/Engineer, Subcontractor agrees that Contractor shall only be liable to the Subcontractor only to the extent that Contractor actually recovers damages or receives time extensions or additional costs from Owner pertaining to such claims.

ARTICLE IX. WARRANTY: Subcontractor shall warrant the Work against all defects in materials or workmanship as called for in the Contract Documents, or if no warranty is called for, then a period of one year from the project's date of Substantial Completion, or acceptance of designated equipment, whichever is sooner. Subcontractor shall indemnify and hold harmless Contractor from any direct or consequential damages resulting from defective work.

ARTICLE X. COMPLIANCE WITH LAWS, ORDINANCES, AND CODES: The Subcontractor shall comply with all federal, state and local laws, ordinances and codes applicable to the Project, and give adequate notices relating to the Work to proper authorities, and to secure and pay for all necessary licenses or permits to carry on the Work. Subcontractor shall pay all sales and use taxes applicable to this Work, unless otherwise specifically provided for herein.

Subcontractor shall as a minimum standard of safety comply with all applicable provisions of the Occupational Safety and Health Act and all other statutory or contractual safety requirements applying to this Work Subcontractor shall defend, indemnify and hold harmless the Owner, Contractor, its employees, and other subcontractors and suppliers from any liability, expenditure, obligation, penalties or damages arising from the alleged violation by Subcontractor for fines, penalties, counsel fees, expenses and costs of litigation, together with corrective measures required by reason of acts of commission or omissions by Subcontractor or Subcontractor's agents, employees, suppliers and assigns, due to failure upon the part of any one or all of them to comply with any safety and health standards, and all other pertinent municipal, state or federal laws, rules, codes or regulations of any law.

Subcontractor agrees that the contract sum specified herein includes all applicable state sales taxes, excise taxes, transportation taxes, health, welfare, training and/or other fringe benefits due under any collective bargaining or other agreement, unemployment compensation taxes, old age benefits and social security

taxes. In addition, Subcontractor agrees to withhold from all employed by Subcontractor withholding taxes and to pay the same to the Collector of Internal Revenue and applicable state revenue department in accordance with the state and federal laws and regulations pertaining thereto.

ARTICLE XI. CLEAN UP AND PROTECTION OF WORK: Subcontractor shall keep the building and premises reasonably clean of debris resulting from the performance of the Work. If Subcontractor fails to comply with this requirement, Contractor will perform the same and deduct the cost of such performance from any amount due to Subcontractor. Contractor shall give Subcontractor one working day verbal notice followed by written notice of noncompliance before performing the clean-up work for Subcontractor's account. Subcontractor shall leave all completed work in clean conditions and shall take all reasonable precautions for the protection of completed work from damage by others.

ARTICLE XII. ASSIGNMENT: This Subcontract or any part of it shall not be assigned or sublet without the written approval of Contractor, nor shall the right to receive any payments due under it be assigned without the written approval of Contractor. No attempt to make such an unauthorized assignment need be recognized by Contractor. The approval of or acquiescence in any assignment or subletting shall not constitute a waiver of the right of Contractor to disapprove any other proposed assignee or sub-subcontractor or to refuse to consent to any other assignment or subletting.

ARTICLE XIII. SUBCONTRACTOR'S DEFAULT – TERMINATION FOR CAUSE: If Subcontractor fails or neglects to carry out the Work in strict compliance with the Subcontract and Contract Documents or is otherwise in default of any of its obligations thereunder, and fails to commence and continue correction of such default(s) or neglect with diligence and promptness as Contractor, in its sole discretion deems necessary, Contractor may, after 48 hours following delivery to Subcontractor of written notice thereof and without prejudice to any other remedy Contractor may have, (i) supplement Subcontractor's performance with additional material, supplies, equipment or labor, pay for same and deduct the amount therefor from any money then or thereafter due Subcontractor (if such offset is not sufficient, Subcontractor hereby agrees to pay any deficiency promptly upon demand), or (ii) terminate Subcontractor's continued performance under the Subcontract. Termination of performance may be immediate (without prior notice) in the event of conditions hazardous to persons or property. Any such termination of performance shall be deemed to be for cause.

Upon a termination of Subcontractor's continuing performance under the Subcontract for cause, Contractor may, without limitation of any other available remedies, proceed as follows: (i) direct Subcontractor to immediately leave the site, but to give possession of all materials and supplies at the Project site or stored off-site to Contractor for use in completing the Work; in the event of such a directive to leave the site, Subcontractor agrees to do so immediately, even if it disputes the grounds for the directive; Contractor shall also provide or cause to be provided such other materials, supplies, tools, equipment, machinery, labor, services and other items as Contractor, in its sole discretion, deems necessary to complete the Work; or (ii) by certified mail addressed to Subcontractor's surety, if any, require the surety to provide such materials, supplies, tools, equipment, machinery, labor, services and other items as may be necessary to complete the Work in strict compliance with the Subcontract and Contract Documents. Contractor shall apply any unpaid balance under the Subcontract to pay for all such completion costs; provided, that Contractor may first require Subcontractor or its surety, if any, to fund any anticipated excess completion costs. In all such events, if the unpaid balance of the Subcontract exceeds the costs of completing the Subcontractor's Work together with interest on such costs and together with any offsets and deductions available to the Contractor, such excess shall be paid to the Subcontractor. However, if the total of all such costs, interest, deductions and offsets exceed any such unpaid balance under the Subcontract, Subcontractor or Subcontractor's surety shall pay the difference to Contractor upon demand.

Under no circumstances shall Contractor be liable to Subcontractor for any damages, special, compensatory, punitive or otherwise, due to the breach of any express or implied duty or obligation by Contractor arising under this Subcontract.

It is recognized that if Subcontractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), or if it dissolves, dies or otherwise ceases to exist, or if it becomes insolvent or unable to pay its debts as they become due, such events could impair or frustrate Subcontractor's performance of this Subcontract. Accordingly, it is agreed that upon the occurrence of any such event, Contractor shall be entitled to make a written request of Subcontractor or its successor or surety, if any, to provide adequate assurances of future performance. Failure to comply with such a request by Contractor within 48 hours of delivery of the written request shall entitle Contractor, in addition to any other rights and remedies provided by this Subcontract or by law or equity, to (i) supplement Subcontractor's performance with additional material, supplies, equipment or labor, pay for same and deduct the amount so paid from any money then or thereafter due Subcontractor (if such offset is not sufficient, Subcontractor shall pay any deficiency promptly upon demand), or (ii) terminate Subcontractor's continued performance under the Subcontract. Such termination of performance shall be deemed to be for cause, and this article shall apply thereto.

ARTICLE XIV. ARBITRATION: Notwithstanding any provisions in the Contract Documents, neither Contractor nor Subcontractor shall have any right to compel the other to arbitrate any dispute involving a claim for money or any other dispute, unless all parties necessary to the complete determination of all rights and liabilities, including claims over against third parties, may be compelled or agree to join in and be bound by the arbitration proceedings.

ARTICLE XV. ATTORNEYS' FEES AND EXPENSES: If any proceeding shall be prosecuted, in court or in arbitration, by either party to enforce this Subcontract or to obtain money or other relief on account of the breach or non-performance of any obligation arising from this Subcontract, the parties agree that neither, as the prevailing party or otherwise, shall be entitled to recover any of its attorneys' fees, costs or other expenses incurred in the prosecution of the proceeding. To that end, the parties hereto expressly waive every statutory or other basis for the recovery of attorneys' fees, costs or other expenses in any such proceeding.

ARTICLE XVI. HEADINGS: The descriptive headings of the Articles of this Subcontract are for convenience of reference only and shall not be considered in the construction or interpretation of any provision.

ARTICLE XVII. TERMS AND PROVISIONS: The terms and provisions of this Subcontract shall extend to and be binding upon the heirs, successors, executors, administrators, trustees, and lawful assignees of the parties hereto.

ARTICLE XVIII. RISK OF LOSS: With respect to any materials delivered or installed in the Project by Subcontractor, its employees, agents and Sub-Subcontractors and suppliers, the risk of loss shall be upon Subcontractor. The complete performance of the Subcontract is at the risk of the Subcontractor until final acceptance.

ARTICLE XIX. QUALITY OF THE WORK: Subcontractor agrees to perform the Work in a good and workmanlike manner, and in accordance with the best construction practices. Skilled and reputable craftsmen and laborers shall perform the Work.

ARTICLE XX. REMOVAL OF SUBCONTRACTOR'S EMPLOYEES: At the request of Contractor, Subcontractor shall immediately remove from the Project any employee, representative, agent or any other person acting directly or indirectly for or through Subcontractor (hereinafter collectively "Person(s)"), who fails

to conform to the instructions of Contractor's representative(s) in connection with the performance of any Work on the Project. Subcontractor agrees to indemnify Contractor, its officers, directors, owners, employees, agents, insurers, sureties and apparent and affiliated entities against and from any claims, losses, injuries, demands, actions, judgments, damages and costs resulting from the removal of any such Persons from the Project.

ARTICLE XXI. CONTROLLING LAW AND EXCLUSIVITY OF VENUE: This Subcontract shall be governed by and interpreted in accordance with the laws of the State of Oklahoma and Subcontractor further agrees that the venue of any action hereunder shall lie exclusively in either the District Court for Tulsa County, State of Oklahoma or in the United States District Court for Northern District of Oklahoma, as may be the case.

ARTICLE XXII. TERMINATION WITHOUT CAUSE: Contractor may at any time and without notice to any surety or sureties terminate Subcontractor's continued performance under the Subcontract for the convenience of Contractor without articulating any reason and without any default under the Subcontract. Any such termination shall be deemed to be "without cause." Upon receipt of any such notice, Subcontractor will cease all work under this Subcontract, and this Subcontract shall terminate effective as of the date such notice is received by Subcontractor. In the event of such a termination without cause and notwithstanding any other provision of the Subcontract to the contrary, provided the Subcontractor is not in default, the Subcontractor shall receive, as its entire and sole compensation, its actual costs of performing the Work to date of termination, as determined by audit of Subcontractor's records, plus verifiable cancellation charges and demobilization costs, as well as such markup for overhead and profit as Contractor, in its sole discretion, deems reasonable, but in no event shall such amounts paid and payable hereunder exceed the total Subcontract Sum. Subcontractor shall make its records available at reasonable times and places for Contractor's audit.

If Contractor is ever found to have improperly terminated Subcontractor's continued performance under this Subcontract for cause, such termination shall be automatically converted to a termination for convenience (without cause) and Subcontractor shall be limited in its recovery strictly to the compensation provided for in this article.

Under no circumstances shall Contractor be liable to Subcontractor for any damages, special, compensatory, punitive or otherwise, due to the breach of any express or implied duty or obligation by Contractor arising under this Subcontract.

If the Contract, or any portion of it, is terminated by the Owner, settlement for Subcontractor will be in accordance with Contract Documents. If no settlement provision exists, Contractor agrees to pay to the Subcontractor whatever amount attributable to this Subcontract Contractor succeeds in collecting from the Owner, less previous payments on account of Work completed by the Subcontractor up to the time of the Owner termination.

In the event that suspension of the Subcontract is ordered by Contractor because of a suspension of Contractor's contract with Owner for any reason, then receipt of payment by Contractor from Owner for such suspension of the Subcontract shall be a condition precedent to the right of Subcontractor to payment for such suspension.

ARTICLE XXIII. EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION: It is the policy of Contractor, to provide equal opportunity for employment and advancement at all levels of employment, on the basis of ability and aptitude, without regard to race, color, religion, sex, national origin, age, veteran status or handicap.

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

Subcontractor shall comply with all provisions of Executive Order 11246 dated September 24, 1965, as amended and the Rehabilitation Act of 1973, as amended, and 38 USC 2012 Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended and of the rules, regulations and relevant order of the Secretary of Labor.

ARTICLE XXIV. CERTIFICATION OF NON-SEGREGATED FACILITIES: Subcontractor certifies to Contractor, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at all locations under its control where segregated facilities are permitted and maintained.

As used on this certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities, or any facility which is, in fact, segregated on the basis of race, color, creed or national origin because of habit, local custom, or otherwise. It is agreed and understood that maintaining or providing segregated facilities, or permitting employees to perform their services at any location under its control where segregated facilities are maintained, is a violation of the Equal Opportunity Clause.

It is understood that a breach of this certificate may be grounds for termination or cancellation of the Subcontract in accordance with any order of the Secretary of Labor.

Subcontractor agrees that it has obtained, or will obtain prior to the award of any non-exempt contract, a like certification of non-segregated facilities from its subcontractors or vendors, and that it will retain such certificates in its file, and that it will forward to any subcontractor or vendor or proposed subcontractor or vendor a notice identical to that set forth above.

The penalty for the making of any false, fictitious, or fraudulent statement or representation is prescribed in 18 U.S.C. 1001.

ARTICLE XXV. MISCELLANEOUS: This Subcontract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, administrators, executors and legal representatives; provided, however, that nothing in this section shall be construed to authorize the Subcontractor to make an assignment or transfer prohibited by Article XII of this Subcontract.

No provision contained in this Subcontract shall create or give to third parties any claim of right of action against Contractor or the Owner beyond such as may legally exist in the absence of such provision.

In the event one or more of the provisions of this Subcontract or any application thereof shall be invalid, unenforceable, or illegal, the enforceability and legality of the remaining provisions and any other application thereof shall not in any way be impaired thereby. Further, any failure by Contractor to enforce any part of this Subcontract from time to time shall not operate as a waiver of that provision or any other provision herein.

ARTICLE XXVI. EXHIBITS: The following exhibits are hereby made a part of this Subcontract:

- 1. Schedule of Required Insurance
- 2. Additional Information
- 3. Affidavit of Release and Payment of Debts and Claims (Submit with Each Application for Payment)
- 4. General Description of Scope of Work
- 5. Application for Payment (Submit with Each Invoice)

To evidence their agreement, Contractor and Subcontractor have executed this Subcontract.

| | |
|--------------------------------|---------------------|
| The Ross Group Construction Co | |
| CONTRACTOR | SUBCONTRACTOR |
| By: _____ | By: _____ |
| Printed Name: _____ | Printed Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

ANY CONTRACT BETWEEN THE PARTIES OR OTHER RIGHT TO COMPENSATION IS EXPRESSLY CONDITIONED UPON THE EXECUTION OF THIS SUBCONTRACT. CONTRACTOR RESERVES THE RIGHT NOT TO EXECUTE THIS SUBCONTRACT. UNLESS AND UNTIL CONTRACTOR EXECUTES THIS SUBCONTRACT, CONTRACTOR SHALL NOT BE BOUND BY ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN. SUBCONTRACTOR SHALL NOT BE OBLIGATED TO PERFORM ANY WORK HEREUNDER UNTIL CONTRACTOR EXECUTES THIS SUBCONTRACT. IN THE EVENT CONTRACTOR DOES NOT EXECUTE THIS SUBCONTRACT, NEITHER CONTRACTOR, NOR SUBCONTRACTOR SHALL HAVE ANY LIABILITY TO THE OTHER AND CONTRACTOR SHALL HAVE NO LIABILITY TO SUBCONTRACTOR TO MAKE PAYMENTS FOR WORK PERFORMED BY CONTRACTOR, IF ANY, OR FOR ANTICIPATED PROFITS.

EXHIBIT 1 TO SUBCONTRACT

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability prior to commencement of work through final date of payment to Subcontractor:

- 1) Commercial General Liability (CGL).
 - a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 12 07 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 07 04 AND CG 20 37 07 04 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability.
 - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.
- 3) Commercial Umbrella.
 - a) Umbrella limits must be at least \$1,000,000.
 - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
 - c) Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
- 4) Workers Compensation and Employers Liability.
 - a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
 - b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- 5) Professional Errors & Omissions/Pollution (if applicable)
 - a) If applicable to the Project, Professional E&O coverage of at least \$1,000,000.
 - b) If applicable to the Project, Pollution coverage of at least \$1,000,000.
- 6) Rigger's Liability (if applicable)
 - a) Rigger's liability coverage with per occurrence limits not less than \$500,000 or such amount as the most expensive item or items Subcontractor may move, lift, rig, or hoist during the term of this Subcontract, whichever is higher.
 - b) Contractor, Owner, and all other parties required of Contractor shall be included as additional insured, and the coverage shall apply as primary and non-contributory insurance before any other insurance, including any deductible, maintained by, or provided to, the additional insured.
- 7) Waiver of Subrogation.

Subcontractor waives all rights against Contractor, Owner and Architect/Engineer and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.
- 8) Notification of Cancellation, Non-Renewal or Material Change in Coverage

In accordance with FAR 52.228-5 Insurance – Work on a Government Installation, Subcontractor's General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies shall be endorsed to state that Contractor will be notified at least thirty (30) calendar days in advance in the event of cancellation, non-renewal or material change in coverage of said policies and the subcontractor will replace "will endeavor" with "must notify" in their Certificate of Insurance.
- 9) Certificates of Insurance.

Subcontractor shall provide Contractor with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. Subcontractor shall maintain on file with the contractor valid certificates of insurance until final payment is received by the Subcontractor.

Subcontractor

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 2 TO SUBCONTRACT

Amendments to the tax law requires that companies withhold twenty percent of any payments to recipients of dividends, interest, royalties or other payments required to be reported to the Internal Revenue Service unless the recipient of such payment has a federal identification number or social security number on file with the company making the payment.

In order to comply with regulations, thus allowing us not to withhold any money due you, we request that you complete the information and return the entire letter to our office as soon as possible.

Sincerely;

The Ross Group Construction Co
PO Box 690960
Tulsa OK 74169-0960
Phone: (918) 234-7675
E-mail: ap@withrossgroup.com

Name of Vendor:

Address:

Check Type of Organization:

Sole Proprietorship ()

Partnership ()

Corporation ()

Vendor Tax I.D. Number:

Or

Social Security Number:

DUNS Number:

Address that corresponds to DUNS number:

Cage Code:

Phone Number:

Fax Number:

Email Address:

NAICS Code applicable to the work:

Additionally, complete the following Business Size and Classification information to assist the Contractor with tracking and monitoring its business utilization goals as required on its Federal contracts. The definitions of each type of business areas are as indicated in FAR Clauses 52.219-1, 52.219-8, 52.219-9, and 52.226-2 and 13 CFR 121.

BUSINESS SIZE AND TYPE CLASSIFICATION

The Subcontractor represents, pursuant to the following that it is: (Check the applicable box or boxes).

- A. ☐ Large Business Concern
- B. ☐ Small Business Concern
- C. ☐ Women-Owned Small Business Concern (WOSB)
- D. ☐ Small Disadvantaged Business Concern
- E. ☐ HUB Zone Small Business Concern (HUBZone SB)
- F. ☐ Veteran-Owned Small Business Concern (VOSB)
- G. ☐ Service-Disabled Veteran-Owned Small Business Concern (SDVOSB)
- H. ☐ Historically Black College or University/Minority Institution (HBCU/MI)
- I. ☐ Non-profit Institution
- J. ☐ Foreign Business Concern

- K. ☐ Indian Organization or Indian-owned Economic Enterprise
- L. ☐ Indian Tribe Owned
- M. ☐ Alaska Native Corporation
- N. ☐ 8(a) Small Business Concern

The undersigned acknowledges and understands under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

Be punished by imposition of fine, imprisonment, or both;

Be subject to administrative remedies, including suspension and debarment; and

Be ineligible for participation in programs conducted under the authority of the Act.

AGREED TO AND CERTIFIED BY:

Subcontractor

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 3 TO SUBCONTRACT

WAVIER AND RELEASE AFFIDAVITS

IT IS REQUIRED THAT SUBCONTRACTOR AND ITS SUBCONTRACTORS AND SUPPLIERS USE THE WAVIER AND RELEASE AFFIDAVITS INCLUDED IN THIS EXHIBIT 3 OR PROVIDED WITH PAYMENT.

A proper submission of releases will include the following:

1. First Invoice
 - a. Subcontractor's "CONDITIONAL PARTIAL WAIVER AND RELEASE FOR SUBCONTRACTORS AND SUPPLIERS" for the first invoice amount due.
2. Progress Payments
 - a. Subcontractor's "CONDITIONAL PARTIAL WAIVER AND RELEASE FOR SUBCONTRACTORS AND SUPPLIERS" for the current invoice amount due.
 - b. Subcontractor's "UNCONDITIONAL PARTIAL WAIVER AND RELEASE FOR SUBCONTRACTORS AND SUPPLIERS" for the previous invoice amount paid.
 - c. Subcontractor's subcontractors' and suppliers' "UNCONDITIONAL PARTIAL WAIVER AND RELEASE FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS" for the previous invoice period paid.
3. Final Payment
 - a. Concurrent with final payment, Subcontractor will receive a "FINAL WAIVER AND RELEASE FOR SUBCONTRACTORS AND SUPPLIERS", which Subcontractor shall execute and return to Contractor.
 - b. In addition Subcontractor shall provide Contractor with executed "FINAL WAIVER AND RELEASE FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS" for each of Subcontractor's subcontractors and suppliers.

Attachments to this Exhibit 3:

- CONDITIONAL PARTIAL WAIVER AND RELEASE FOR SUBCONTRACTORS AND SUPPLIERS
- UNCONDITIONAL PARTIAL WAIVER AND RELEASE FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS
- FINAL WAIVER AND RELEASE FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS

Attached to each progress payment:

- UNCONDITIONAL PARTIAL WAIVER AND RELEASE FOR SUBCONTRACTORS AND SUPPLIERS

Attached to final payment:

- FINAL WAIVER AND RELEASE FOR SUBCONTRACTORS AND SUPPLIERS

CONDITIONAL PARTIAL WAIVER AND RELEASE
FOR SUBCONTRACTORS AND SUPPLIERS

CONTRACTOR: The Ross Group Construction Co

OWNER:

LOCATION:

PROJECT:

SUBCONTRACT:

CURRENT INVOICE: _____

The undersigned Subcontractor, acknowledges that, with the exception of a balance of \$ _____ which is now due and unpaid, Subcontractor has been paid in full all that is owed to it on account of labor and work performed and material and equipment furnished for the Project through the period covered by the current invoice and all previous invoices.

Upon receipt of the stated unpaid balance, Subcontractor hereby releases and waives any existing artisan's, mechanic's, materialmen's and other liens of similar nature and releases and waives all of Subcontractor's rights to claim or assert any such lien, as well as all other claims, demands and debts against Contractor, its surety, and the Project's Owner(s) on account of labor and work performed and material and equipment furnished for the Project or otherwise under any agreement relating to the Project through the period covered by the current invoice and all previous invoices.

Subcontractor further swears that Subcontractor has paid or will otherwise satisfy all obligations for all material and equipment furnished, for all work, labor and services performed and for all indebtedness and claims against Subcontractor or any other person or entity acting by, through or under Subcontractor in connection with the Project.

Upon receipt of the stated unpaid balance, Subcontractor agrees to hold Contractor, its surety, the Project's Owner(s), their successors, assigns and secured lenders harmless from all claims, demands, suits and liens waived, assigned or released under this instrument for labor and work performed, material and equipment furnished and for any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have through the period covered by the current invoice and all previous invoices, except as stated below, and further agrees to remove and release any such claim or lien on the Project Property or the improvements thereon immediately upon the notice of the filing of any such claim or lien by anyone claiming by, through or under Subcontractor:

Last date of work performed or materials supplied covered by current invoice: _____

Subcontractor: **Error! Reference source not found.**

Address: _____

By: _____
Signature, Duly Authorized Agent of Company

Printed Name and Title

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, appeared before me _____ and he/she swore that the facts, information, and representations set forth in the foregoing Partial Waiver and Release, are true and accurate to the best of his/her knowledge, information, and belief.

Notary Public

My commission expires: _____

UNCONDITIONAL PARTIAL WAIVER AND RELEASE
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS

CONTRACTOR: The Ross Group Construction Co

SUBCONTRACTOR: _____

OWNER:

LOCATION:

PROJECT:

The undersigned Company, a subcontractor or supplier to the above named Subcontractor, acknowledges that it has been paid in full all that is owed to it on account of labor and work performed and material and equipment furnished for the Project through the current date set forth below.

Company hereby releases and waives any existing artisan's, mechanic's, materialmen's and other liens of similar nature and releases and waives all of Company's rights to claim or assert any such lien, as well as all other claims, demands and debts against Contractor, its surety, and the Project's Owner(s) on account of labor and work performed and material and equipment furnished for the Project or otherwise under any agreement relating to the Project through the current date set forth below.

Company further swears that Company has paid or will otherwise satisfy all obligations for all material and equipment furnished, for all work, labor and services performed and for all indebtedness and claims against Company or any other person or entity acting by, through or under Company in connection with the Project.

Company agrees to hold Contractor, its surety, the Project's Owner(s), their successors, assigns and secured lenders harmless from all claims, demands, suits and liens waived, assigned or released under this instrument for labor and work performed, material and equipment furnished and for any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have through the current date set forth below, except as stated below, and further agrees to remove and release any such claim or lien on the Project Property or the improvements thereon immediately upon the notice of the filing of any such claim or lien by anyone claiming by, through or under Company:

Last date of work performed or materials supplied covered by this Waiver and Release: _____

Company: _____

Address: _____

By: _____
Signature, Duly Authorized Agent of Company

Printed Name and Title

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, appeared before me _____ and he/she swore that the facts, information, and representations set forth in the foregoing Partial Waiver and Release, are true and accurate to the best of his/her knowledge, information, and belief.

Notary Public

My commission expires: _____

FINAL WAIVER AND RELEASE
FOR SECOND TIER SUBCONTRACTORS AND SUPPLIERS

CONTRACTOR: The Ross Group Construction Co

SUBCONTRACTOR: _____

OWNER:

LOCATION:

PROJECT:

The undersigned Company, a subcontractor or supplier to the above named Subcontractor, acknowledges that it has been paid in full all that is owed to it on account of labor and work performed and material and equipment furnished for the Project.

Company hereby releases and waives any existing artisan's, mechanic's, materialmen's and other liens of similar nature and releases and waives all of Company's rights to claim or assert any such lien, as well as all other claims, demands and debts against Contractor, its surety, and the Project's Owner(s) on account of labor and work performed and material and equipment furnished for the Project or otherwise under any agreement relating to the Project.

Company further swears that Company has paid or satisfied all obligations for all material and equipment furnished, for all work, labor and services performed and for all indebtedness and claims against Company or any other person or entity acting by, through or under Company in connection with the Project.

Company agrees to hold Contractor, its surety, the Project's Owner(s), their successors, assigns and secured lenders harmless from all claims, demands, suits and liens waived, assigned or released under this instrument for labor and work performed, material and equipment furnished and for any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have, and further agrees to remove and release any such claim or lien on the Project Property or the improvements thereon immediately upon the notice of the filing of any such claim or lien by anyone claiming by, through or under Company.

Company: _____

Address: _____

By: _____
Signature, Duly Authorized Agent of Company

Printed Name and Title

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, appeared before me _____ and he/she swore that the facts, information, and representations set forth in the foregoing Partial Waiver and Release, are true and accurate to the best of his/her knowledge, information, and belief.

Notary Public

My commission expires: _____

EXHIBIT 4 TO Subcontract

GENERAL DESCRIPTION OF THE WORK

Attn: **Error! Reference source not found.**
9707 SOUTH 226TH EAST AVE
BROKEN ARROW, OK 74014

Date: 8/20/2019

Furnish all supervision, labor, materials, equipment, transportation and supplies necessary to perform **Error! Reference source not found.**

Work for the Project in accordance with the Contract Documents, including, without limitation, Section(s) of the specifications, such work to include, without limitations, the following:

1. Notwithstanding anything to the contrary in the Contract Documents, the parties agree that the following provisions shall control:
 - a. In the event of any conflict between the Contract Documents and applicable governing codes, the latter shall control; the Work shall be performed in accordance therewith; and the Subcontractor shall not be entitled to any increase in the Contract Price as a result of making the Work so comply.
 - b. In the event of any conflict between the Contract Documents and the Subcontract Agreement, the latter shall control; the Work shall be performed in accordance therewith; and the Subcontractor shall not be entitled to any increase in the Contract Amount as a result of making the Work so comply.
 - c. In the event of any conflict between the Subcontract Agreement and applicable governing codes, the latter shall control; the Work shall be performed in accordance therewith; and the Subcontractor shall not be entitled to any increase in the Contract Amount as a result of making the Work so comply.

Safety

2. Safety policies and procedures shall comply with governing codes and all other pertinent federal, state and/or municipal laws, rules, codes, regulations or standards or as required by owner.
3. All work shall be performed in a safe manner in compliance with OSHA regulations as in effect at any given time as well as all Owner and Contractor requirements.
4. MSDS Sheets shall be submitted for approval prior to chemical or material delivery.
5. Upon discovery of any hazardous materials, immediately stop and secure work and notify the Contractor in writing.
6. Provide waste management and documentation per Contract Documents and Contractor's Waste Management Plan.
7. All on-site employees are required to pass and adhere to Owner implemented security procedures prior to accessing the site. All necessary security documentation shall be submitted within fifteen (15) days of Subcontract Agreement date. All issued badges must be returned to Contractor on employees' final day of working onsite.
8. Dust, exhaust, and noise control as required by this scope of work per OSHA, Owner, Contractor, and governing code requirements.
9. Subcontractor's project personnel will attend a Weekly Safety Meeting as coordinated by Contractor.

Housekeeping

10. Clean all areas of debris, trash, food and drink containers caused by your operations on a daily basis. Failure to perform the required cleanup on a daily basis will result in a Backcharge if the work is performed by Contractor's forces.
11. Subcontractor shall keep all roads, walkways, and pathways clear of all debris generated from Subcontractor's operations. Keep project, site, and all surrounding areas free from accumulation of waste material, rubbish, construction debris and construction materials.
12. Smoking or use of other tobacco products shall only be permissible in Contractor designated areas.
13. Delivery and off-load of any and all material for subcontractors scope of work, including providing equipment and protection of stored materials. Subcontractor shall be responsible for the storage and security of material. Material shall be stored to keep free from damage. Damage occurring to material stored on site shall be the responsibility of the Subcontractor. Provide documentation of material condition and quantities to Contractor by close of business the of day of delivery.
14. Coordinate storage of material with Contractor, in the event little to no storage is available Subcontractor will store off-site until material is needed on site per the Contract Schedule.

Quality Control

15. Shop Drawings and Submittals as per Section:
16. Subcontractor shall submit close-out documents including, but not limited to: all warranties, guarantees, maintenance manuals, and operating manuals prior to completion of fifty percent (50%) of Subcontractor's work.
17. Provide manufacturers confirmation of delivery dates for all equipment.
18. Provide suppliers confirmation of delivery dates for all material and equipment within fifteen (15) days of contract execution.
19. Subcontractor plans to procure labor, materials, and/or equipment from the following lower tier contractors or vendors for this Project, and if such list changes, whether by addition or removal, Subcontractor shall provide Contractor written notice of such change prior to any new lower tier contractor or vendor providing labor, materials, and/or equipment for this Project.

| Company Name | Trade Description |
|--------------|-------------------|
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20. Attend all pre-construction, preparatory, construction progress, and other meetings as required by the Contract Documents. The competent

person(s) shall attend all meetings as well as other personnel identified in the Contract Documents and/or as directed by the Contractor.

21. Subcontractor to provide Subcontractors site personnel with a complete set of current drawings, specifications, and project schedule onsite.
22. Subcontractor is responsible for distributing all updated drawings, supplemental instructions, RFIs, changes, and any other correspondence to its field staff. Any rework required stemming from outdated on-site Contractor Documents shall be the responsibility of the Subcontractor.
23. Subcontractor acknowledges that it has taken steps necessary to ascertain the nature and locations of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost.
24. Complete subcontractor daily reports and submit on a daily basis by close of the same business day.
25. Update of Contractor's redline drawings on a weekly basis.
26. Identify any discrepancy in the drawings, specifications, and existing conditions within ten (10) days of contract execution and provide to Contractor in writing.
27. Subcontractor shall take reasonable precautions not to damage other subcontractors work, Subcontractor shall be responsible for any and all damages.
28. Subcontractor will pay for the cost of re-work and re-inspection fees as a result of testing or inspection failure.
29. Subcontractor shall prepare and complete its own punchlist prior to requesting Contractor inspection.
30. Subcontractor's work shall not be considered complete until approved by Contractor and Owner.
31. Provisions shall be taken to provide rough-in and final connection to any owner furnished equipment per shop drawings, manufacturers instructions, governing codes, and Contract Documents.
32. Coordination with other trades through Contractor as required.

Schedule

33. The normal working hours for the project are 7:00 AM to 5:00 PM Monday through Friday. Deviation from referenced working hours requires approval by the Construction Manager. Seven (7) calendar day notice is to be provided for work to be performed during other than normal working hours.
34. Subcontractor shall submit a schedule of values to be approved by Contractor within ten (10) days of receipt of Subcontract.
35. Perform work in areas as directed by Contractor.
36. Subcontractor understands the schedule may indicate activities progressing in different areas of the Project simultaneously and will provide adequate manpower to meet the schedule requirements.
37. All trips and mobilizations as required for completion of work in accordance with construction schedule.

Scope

SAFETY NON-COMPLIANCE

Subcontractors shall be familiar with and abide by all health, safety, and environmental (HSE) policies in accordance with federal HSE regulations, Contractor and/or customer mandated HSE regulations, whichever is more stringent. The Contractor's safety requirements can be found in the Accident Prevention Plan (APP) and can be provided upon request. In the event the subcontractor fails to meet certain safety requirements and/or standards, the Contractor reserves the right to impose the following fines via Deductive Change Order:

- a. No PPE or improper PPE worn: \$50.00
- b. Worker misuse of ladder: \$50.00
- c. Damaged electrical cords: \$50.00
- d. Housekeeping issues: \$50.00
- e. Unlabeled containers/No SDS: \$50.00
- f. Nonattendance of weekly toolbox talk-worker: \$50.00
- g. Nonattendance of weekly toolbox talk-foreman: \$100.00
- h. Worker not attending site HSE orientation: \$100.00
- i. Improper storage of gas cylinders: \$100.00
- j. Seatbelt not worn in equipment: \$100.00
- k. Any other HSE violation not immediately dangerous to life and health (IDLH): \$100.00
- l. Failure to complete inspection of activity by Competent Person where required: \$200.00
- m. Storm water protection noncompliance: \$200.00 plus cost to fix
- n. Worker not trained for work to be performed: \$500.00*
- o. Misuse of equipment: \$500.00
- p. Personal fall protection not worn in aerial lift: \$500.00*
- q. Lifting over occupied space: \$1000.00*
- r. Removal of barricade and leaving area unattended: \$1000.00*
- s. Exposure to fall of more than six (6) feet: \$1000.00*
- t. Work in unprotected excavation: \$1000.00*
- u. Any other HSE violation deemed IDLH: \$1,000.00*

*** Personnel will be removed from the project immediately and fine will be imposed.**

Subcontractor

By: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT TO CONTRACT

APPLICATION FOR PAYMENT

Attn: Accounts Payable
The Ross Group Construction Co
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
E-mail: ap@withrossgroup.com

Subcontractor _____

Date: _____

Application No. _____

Address: _____

Subcontractor Invoice No. _____

Project No. _____

Phone _____

Project: _____

Email: _____

1. Original Contract Sum:
2. Net Change by Change Order:
3. Contract Sum to Date (Item 1 + Item 2)
4. Total Earned to Date (Percent Complete ____%):
5. Less Previous Total of Applications For Payments:
(item 4 from previous Application for Payment)
6. Current Application for Payment (Item 4 – Item 5)
7. Retainage for Current Application (Item 6 x 10 %):
8. Total Due this Application for Payment *Item 6 – Item 7) :

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Please provide list of applicable tier subcontractors and suppliers for this billing period:

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For Subcontractor Use:

- | | |
|---|---|
| <input type="checkbox"/> Payroll Reports (Federal) | <input type="checkbox"/> General Liability Insurance |
| <input type="checkbox"/> SF1413 (Federal) | <input type="checkbox"/> Workers Compensation Insurance |
| <input type="checkbox"/> Release (from previous Applications for Payment) | <input type="checkbox"/> Automobile Insurance |
| <input type="checkbox"/> Release(s) for applicable subcontractors and suppliers (if required) | <input type="checkbox"/> Executed Subcontract Agreement |

Signature: _____

Date: _____

Name/Title: _____

Note: Payment shall be rendered according to Article V. Payments per Subcontract Agreement.



PO Box 690960
Tulsa, OK 74169-0960
918.234.7675 (p)
918.234.3811 (f)
withrossgroup.com

CONTACTS

Subcontract Agreements / Purchase Orders / Change Orders

Submit executed Purchase Orders electronically as follows.

Attn: Jobcost
The Ross Group Construction Co
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
E-mail: jobcost@withrossgroup.com

Application for Payment (Exhibit 4), Release of Claims (Exhibit 3)

Prior to submitting Application for Payment (Exhibit 4), verify the following items are complete or will be completed in order to ensure compliance with the Subcontract Agreement; thereby, enabling payment to occur in accordance with the Subcontract Agreement.

A. Submit all Applications for Payment as follows:

Attn: Accounts Payable
The Ross Group Construction Co
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
Email: ap@withrossgroup.com
Note:

1. Aging of receivables commences once it has been received at the referenced location.
2. Applications for Payment are to be submitted by the 20th of each month.

B. Submit Exhibit 4 Application for Payment

The referenced is provided for guidance on the items reviewed during the approval process.

C. Submit Exhibit 3 Affidavit of Release and Payment of Debts and Claims

The referenced document is a Contingent Claim Release that becomes only in effect commensurate with the company rendering payment. Complete the document as if the submitted Exhibit 4 is to be paid. If this document is initially provided with Exhibit 4, the company will not have to verify that a Claim Release is received on previous payments prior to rendering payment on the current amount due.

D. Change Orders

Verify that all Change Orders are executed and returned prior to anticipated payment date.



PO Box 690960
Tulsa, OK 74169-0960
918.234.7675 (p)
918.234.3811 (f)
withrossgroup.com

PURCHASE ORDER

| | | | |
|--------------------|---|--------|----------------------|
| Purchase Order #: | _____ | Date: | _____ |
| Supplier: | _____ | | _____ |
| Address: | _____ | Phone: | _____ |
| | _____ | Email: | _____ |
| Contractor: | The Ross Group Construction Co | | |
| Address: | PO Box 690960 | Phone: | (918) 234-7675 |
| | Tulsa, OK 74169-0960 | Email: | ap@withrossgroup.com |
| Deliver To: | Project Address | | |
| Project: | Contract | | |
| Project Address: | _____ | | |
| Cost Code: | _____ | | |
| Delivery Schedule: | Per Contractor Schedule | | |
| Terms: | Paid Upon Receipt of Payment from Owner | | |
| F.O.B.: | Project Location | | |
| Via: | Truck | | |

The materials and/or equipment to be furnished by Supplier are:

As listed in Exhibit: 1 General Description of Scope of Supply

Supplier hereby agrees by executing this Purchase Order it shall comply with the requirements herein regarding each Purchase Order presently existing or which may be entered into hereafter between the Supplier and Contractor. Incorporated by reference in this agreement are all the requirements imposed by Executive Order 11246, as amended, Section 202, Paragraph 1 through 7; Section 503 of the Rehabilitation Act of 1973; 38 USC 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 Executive Order 11458 (Utilization of Minority Business Enterprises), and all reports. Participants further agree that it does not and will not maintain any facility provided for employees in segregated manner or permit employees to perform its services at any location where segregated facilities are maintained.

Instructions:

- A. Execute **EACH COPY** hereof and return to Contractor. No other form of acceptance is binding on Contractor.
- B. The Purchase Order Number **MUST** appear on all correspondence, invoices, packing lists, bills of lading, and outside of package.
- C. Render all invoices in triplicate to Contractor.
- D. See the following Exhibit(s) attached hereto and incorporated herein by reference, for additional conditions of this Purchase Order.
 1. General Description of Scope of Supply
 2. Additional Information
 3. Affidavit of Release and Payment of Debts and Claims (Submit with Each Application for Payment)
 4. Application for Payment (Submit with Each Invoice)

Supply Bonds:

- | | |
|-----|--|
| No | Supplier shall furnish a supply bond to Contractor on the form attached hereto and in the amount reflected thereon from a corporate surety company acceptable to Contractor. |
| No | The premium for said bond will be paid directly by Contractor as an addition to the price of this Order. |
| No | The premium for the supply bond is included in the price of this Order. |
| Yes | Supply bond not required. |

Contractor agrees to pay Supplier for the material and/or equipment furnished under this Purchase Order the sum: _____ which includes sales tax as applicable.

Acceptance of this Purchase Order includes acceptance of and agreement to the terms and conditions on the following Terms and Conditions; numbered paragraphs 1 through 21 and Exhibits 1 – 4.

We acknowledge receipt of, and hereby accept Contractor's Purchase Order:

This Purchase Order is hereby approved:

The Ross Group Construction Co

Supplier

Contractor

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

ANY CONTRACT BETWEEN THE PARTIES OR OTHER RIGHT TO COMPENSATION IS EXPRESSLY CONDITIONED UPON THE EXECUTION OF THIS PURCHASE ORDER. CONTRACTOR RESERVES THE RIGHT NOT TO EXECUTE THIS PURCHASE ORDER. UNLESS AND UNTIL CONTRACTOR EXECUTES THIS PURCHASE ORDER, CONTRACTOR SHALL NOT BE BOUND BY ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN. SUPPLIER SHALL NOT BE OBLIGATED TO SUPPLY ANY ITEMS HEREUNDER UNTIL CONTRACTOR EXECUTES THIS PURCHASE ORDER. IN THE EVENT CONTRACTOR DOES NOT EXECUTE THIS PURCHASE ORDER, NEITHER CONTRACTOR, NOR SUPPLIER SHALL HAVE ANY LIABILITY TO THE OTHER AND CONTRACTOR SHALL HAVE NO LIABILITY TO SUPPLIER TO MAKE PAYMENTS FOR ITEMS SUPPLIED, IF ANY, OR FOR ANTICIPATED PROFITS.

TERMS AND CONDITIONS

1. Contract Documents – Supplier agrees to furnish all material and perform all work as described in Exhibit 1, General Description of Scope of Supply, attached hereto, in accordance with this Purchase Order and the “Contract Documents.” The Contract Documents are a part of this Purchase Order and consist of the following:
 1. Contract between the Owner and the Contractor, dated: _____
 2. Specifications: _____
 3. Plans: _____
 4. Addenda, amendments: _____(collectively hereinafter the “Contract Documents”).

Supplier agrees to be bound to Contractor by the terms of the Contract Documents and further agrees to assume toward Contractor all of the obligations and responsibilities that Contractor by those documents assumes toward the Owner with respect to the material and work covered by this Purchase Order, including the provisions thereof affording remedies and redress to Contractor from the Owner.

2. Material and Workmanship - Supplier expressly warrants for a period of one (1) year from the Project's date of substantial completion, in addition to any other warranties required by the Contract Documents, that all material and work covered by this Purchase Order conform to the Contract Documents and that all material furnished hereunder will be merchantable, free of defects, and fit and sufficient for the purposes for which it is ordered by Contractor. Supplier shall indemnify and hold harmless Contractor and Owner from any direct or consequential damages resulting from defective work performed or material furnished under this Purchase Order. Warranties required by the Contract Documents will begin to run from the date specified in the Contract Documents.
3. Time of Performance - Supplier shall furnish all material in accordance with the Delivery Schedule set forth in this Purchase Order or in the Contract Documents, and, in all events, in accordance with Contractor's project schedule, including any amendments thereto. Any failure by Supplier to do so shall give Contractor the right to cancel the undelivered balance of this Purchase Order without penalty or other charge to Contractor. **TIME IS OF THE ESSENCE** in the performance of this Purchase Order. Supplier shall give Contractor forty-eight (48) hours notice of all deliveries and all deliveries shall be made only during the hours of 7:00 AM to 2:00 PM.
4. Liability and Indemnification - To the fullest extent permitted by law, Supplier shall indemnify Contractor, Architect/Engineer and the Owner, their respective officers, directors, owners, employees, agents, insurers, sureties, and parent and affiliated entities, against any and all claims, losses, injuries, demands, actions, judgments, damages and costs and expenses of every kind and description (including, without limitation, attorneys', consultants' and experts' fees) and hold them harmless therefrom arising out of or in any way related to (i) the performance by Supplier of its work under this Purchase Order, Supplier's suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) any breach of this Purchase Order by Supplier, or (iii) any act or omission by Supplier, Supplier's suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, their invitees, or any person performing work directly or indirectly on behalf of Supplier, or (iv) arising wholly or in part out of any negligent act or omission of Supplier, Supplier's suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or those for whom Supplier is responsible. The provisions of this paragraph are binding on Supplier where Supplier is, or is alleged to be, the cause, directly, indirectly or consequentially, in whole or in part, of any injury, damage or loss, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Supplier is obligated to provide indemnification. In the event any such claim, loss, injury, demand, action, judgment, damage, cost or expense arises out of this Purchase Order, Contractor shall have the right to withhold from any payments due or to become due to Supplier an amount sufficient, in its sole discretion, to protect and indemnify it therefrom. Supplier's indemnification of any or all of the persons and entities indemnified hereunder shall, however, not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to Supplier, its agents, representatives, or Supplier's suppliers, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Nor shall Supplier's obligation to indemnify hereunder apply to any claim resulting solely from the act or omission of Contractor, Architect/Engineer or Owner. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which otherwise exist as to a party or person described herein.

Supplier shall protect, indemnify, defend and save harmless Contractor, Architect/Engineer and Owner from and against all damages and all costs and expenses, including, but not limited to, attorneys' fees, arising out of any infringement or claim of infringement on any patent or license in the use of any articles, equipment, or processes furnished or required to be furnished by Supplier under this Purchase Order.

5. Termination for Convenience - Contractor shall have the right to terminate all or any part of this Purchase Order for convenience by providing Supplier with a written notice of termination, which shall become effective upon receipt by Supplier. If this Purchase Order is terminated for convenience, Supplier shall be paid, as its sole and exclusive remedy, the amount representing that which is due Contractor from the Owner for Supplier's material or work, as provided in the Contract Documents. Any such right of Supplier to payment is expressly conditioned upon receipt, by Contractor, of payment from Owner for Supplier's performance under this purchase Order as set forth more fully in paragraph 6 below.
6. Pay When Paid - It is the intention of the parties that the right of Supplier to payment under this Purchase Order shall be limited to payments from the fund consisting solely of the amounts Owner pays to Contractor on account of Supplier's performance under this Purchase Order. Supplier promises to look for payment only from that fund and Supplier further acknowledges that it relies on the credit of Owner, not Contractor, for such payment. Supplier agrees that payment by Owner to Contractor for Supplier's performance under this Purchase Order is a condition precedent to Contractor's obligation to pay Supplier under this Purchase Order. Supplier expressly assumes the risk that Owner will not pay all or any part of the amounts due Contractor on account of Supplier's performance under this Purchase Order.

As a condition precedent to the payment of any progress payment, the Supplier shall provide to Contractor with each application for payment (i) a waiver and release from Supplier in the form attached hereto as Exhibit 3 and (ii) such other evidence as the Contractor, in its sole discretion, requires to demonstrate all charges for labor and materials provided to Consultant on the Project have been paid.

All Periodic Progress / Applications for Payment / Invoices are to be submitted as follows in order to be considered for processing:

Attn: Accounts Payable

The Ross Group Construction Co

made. Failure to submit all particulars of such a claim, including all supporting documentation, within such time shall absolve Contractor and Owner of all obligations therefor. Any additional claims made after an initial claim is submitted to the Owner and which is based on or arises out of the same event as the initial claim will not be considered and will be deemed waived. Supplier agrees to provide any and all certifications required by Contractor prior to the submission of any "pass-through" claim. Supplier further agrees to indemnify Contractor for any and all liability, costs and expenses of any kind, including attorneys' fees and costs, arising from the submission of any "pass-through" claim to owner.

16. Withholding of Payments - Contractor may apply any amount payable to Supplier under this Purchase Order to the satisfaction of any obligation of Supplier to Contractor, whether or not such obligation arises under this Purchase Order or is related to the Project, and any other amount that is otherwise payable by Contractor to Supplier may be applied to the satisfaction of Supplier's obligations under this Purchase Order, whether or not Contractor's obligation to Supplier is related to this Purchase Order or to the Project. Contractor may also withhold payments otherwise due Supplier under this Purchase Order to cover Contractor's estimate of any costs, liquidated damages or contingent liability of Contractor for which Supplier may be responsible under this Purchase Order.

Supplier's final application for payment shall be received by Contractor within sixty (60) calendar days of the end of performance of the Work. Final applications for payment received more than sixty (60) calendar days thereafter shall neither be valid nor paid.

17. Insurance - Upon Contractor's request and before any employee or agent of Supplier commences work on the project, Supplier shall furnish to Contractor certificates evidencing that Supplier has in effect policies of insurance proving insurance of the types and minimum coverage limits required of Contractor under the Contract Documents.
18. Approvals - Supplier shall deliver to Contractor copies of shop drawings, cuts, samples, material lists and other submissions required by Contractor, Owner, or the Contract Documents within sufficient time so as not to delay performance of the Project. Contractor's review or approval of shop drawings, cuts, samples, material lists or other submissions shall not relieve the Supplier from responsibility for any errors or other deficiencies of any sort contained therein, nor shall it absolve Supplier furnishing any material or performing any work required under the Contract Documents or otherwise alter the Contract Documents.
19. Taxes - Supplier agrees to pay all applicable all federal, state, local and other taxes, duties, contributions or other premiums of any kind arising out of this Purchase Order and further agrees to indemnify Contractor and Owner against the same, including interest or penalties.
20. Title and Risk of Loss - Title to all material to be supplied under this Order shall be transferred free and clear of all encumbrances and Supplier shall retain no legal or equitable interest in any such material. Title shall pass to Contractor or, if the Contract Documents so provide, Owner upon the earliest of (a) delivery, (b) payment, or (c) the time set forth in the Contract Documents. With respect to any material delivered or installed in the Project by Supplier, its employees, agents, subcontractors or suppliers, the risk of loss shall be upon Supplier. The complete performance of this Purchase Order is at the risk of the Supplier until final acceptance by Contractor or Owner.
21. Controlling Law And Exclusivity of Venue - This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Oklahoma and Supplier further agrees that the venue of any action hereunder shall lie exclusively in either the District Court for Tulsa County, State of Oklahoma or in the United States District Court for Northern District of Oklahoma, as may be the case.

EXHIBIT 1

GENERAL DESCRIPTION OF SCOPE OF SUPPLY

For Purchase Order No. between Contractor and Supplier.

Scope of Supply:

1. Scope of Supply: _____
2. Specification Section(s): _____
3. Includes _____
4. Included Alternates and/or Options: _____
5. Excludes _____
6. Submittal Requirements, Reference Specification sections :
 - 01 33 00 Submittal Procedures _____
 - 01 40 00 Quality Requirements _____
 - 01 60 00 Product Requirements _____
 - 01 70 00 Execution and Closeout Requirements _____
 - 01 80 00 Performance Requirements _____

Supplier shall, within fifteen (15) days from the date of this agreement, submit all shop drawings, brochures, data and samples required by the Contract Documents or otherwise needed to carry on the work without delay, and shall provide sufficient copies to meet the requirements of Contractor and the Architect/Engineer and/or Owner.

Supplier shall review all specification divisions pertaining to the requirements and submission of all submittals. Eight (8) sets of submittals will be required in binders, labeled with division markers and all information clearly marked. All shop drawings are to be bound. Any deviation from submittal requirement process will need to be received in writing for approval by Contractor. MSDS sheets are to be included in submittal package.

Any product / material submitted by Supplier which is not listed in the applicable specification(s) will have to be submitted for pre-approval by the Architect/Engineer within five (5) working days of receipt of Purchase Order. Supplier bears all risk for any deviation from the specifications.

Close out submittals will be required ninety (90) calendar days prior to scheduled date of substantial completion.

Invoices must be received no later than the 20th of each month to be included in the monthly application for payment to the owner.

Supplier

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 2

ADDITIONAL INFORMATION

Dear Sir:

Amendments to the tax law requires that companies withhold twenty percent of any payments to recipients of dividends, interest, royalties or other payments required to be reported to the Internal Revenue Service unless the recipient of such payment has a federal identification number or social security number on file with the company making the payment.

In order to comply with regulations, thus allowing Contractor not to withhold any money due, the company requests that information be completed and returned in its entirety to its office as soon as possible.

Sincerely;
The Ross Group Construction Co
PO Box 690960
Tulsa OK 74169-0960
Phone: (918) 234-7675
E-mail: ap@withrossgroup.com

Name of Supplier:
Address

Check Type of Organization:

Sole Proprietorship () Partnership () Corporation ()

Vendor Tax I.D. Number:

Or

Social Security Number:

NAICS:

Phone Number:

Email:

Additionally, complete the following Business Size and Classification information.

BUSINESS SIZE AND TYPE CLASSIFICATION

The Subcontractor represents, pursuant to the following that it is: (Check the applicable box or boxes).

- A. ☐ Large Business Concern
- B. ☐ Small Business Concern
- C. ☐ Women-Owned Small Business Concern (WOSB)
- D. ☐ Small Disadvantaged Concern
- E. ☐ HUB Zone Small Business Concern (HUBZone SB)
- F. ☐ Veteran-Owned Small Business Concern (VOSB)
- G. ☐ Service-Disabled Veteran-Owned Small Business Concern (SDVOSB)
- H. ☐ Historically Black College or University/Minority Institution (HBCU/MI)
- I. ☐ Non-profit Institution
- J. ☐ Foreign Business Concern
- K. ☐ Indian Organization or Indian-owned Economic Enterprise
- L. ☐ Indian Tribe Owned
- M. ☐ Alaska Native Corporation
- N. ☐ 8(a) Small Business Concern

AGREED TO AND CERTIFIED BY:

Supplier

By:

Printed Name:

Title:

Date:

CONDITIONAL PARTIAL WAIVER AND RELEASE
FOR SUPPLIERS

CONTRACTOR:

OWNER:

LOCATION:

PROJECT NO. / DESCRIPTION:

PURCHASE ORDER NO.:

CURRENT INVOICE NO.:

The undersigned Supplier, acknowledges that, with the exception of a balance of \$_____ which is now due and unpaid, Supplier has been paid in full all that is owed to it on account of labor and work performed and material and equipment furnished for the Project through the period covered by the current invoice and all previous invoices.

Upon receipt of the stated unpaid balance, Supplier hereby releases and waives any existing artisan's, mechanic's, materialmen's and other liens of similar nature and releases and waives all of Supplier's rights to claim or assert any such lien, as well as all other claims, demands and debts against Contractor, its surety, and the Project's Owner(s) on account of labor and work performed and material and equipment furnished for the Project or otherwise under any agreement relating to the Project through the period covered by the current invoice and all previous invoices.

Supplier further swears that Supplier has paid or will otherwise satisfy all obligations for all material and equipment furnished, for all work, labor and services performed and for all indebtedness and claims against Supplier or any other person or entity acting by, through or under Supplier in connection with the Project.

Upon receipt of the stated unpaid balance, Supplier agrees to hold Contractor, its surety, the Project's Owner(s), their successors, assigns and secured lenders harmless from all claims, demands, suits and liens waived, assigned or released under this instrument for labor and work performed, material and equipment furnished and for any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have through the period covered by the current invoice and all previous invoices, except as stated below, and further agrees to remove and release any such claim or lien on the Project Property or the improvements thereon immediately upon the notice of the filing of any such claim or lien by anyone claiming by, through or under Supplier:

Last date of work performed or materials supplied covered by current invoice: _____

Supplier: _____ Address: _____

By: _____

Signature, Duly Authorized Agent of Company

Printed Name and Title

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, appeared before me _____ and he/she swore that the facts, information, and representations set forth in the foregoing Partial Waiver and Release, are true and accurate to the best of his/her knowledge, information, and belief.

My commission expires: _____

Notary Public

EXHIBIT 4 TO PURCHASE ORDER

APPLICATION FOR PAYMENT

Attn: Accounts Payable
The Ross Group Construction Co
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
E-mail: ap@withrossgroup.com

Subcontractor _____

Date: _____

Application No. _____

Address: _____

Subcontractor Invoice No. _____

Project No. _____

Phone _____

Project: _____

Email: _____

1. Original Contract Sum: _____
2. Net Change by Change Order: _____
3. Contract Sum to Date (Item 1 + Item 2) _____
4. Total Earned to Date (Percent Complete ____%): _____
5. Less Previous Total of Applications For Payments:
(item 4 from previous Application for Payment) _____
6. Current Application for Payment (Item 4 – Item 5) _____
7. Retainage for Current Application (Item 6 x 0 %): _____
8. Total Due this Application for Payment *Item 6 – Item 7) : _____

Please provide list of applicable tier subcontractors and suppliers for this billing period:

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

For Subcontractor Use:

- | | |
|---|---|
| <input type="checkbox"/> Payroll Reports (Federal) | <input type="checkbox"/> General Liability Insurance |
| <input type="checkbox"/> SF1413 (Federal) | <input type="checkbox"/> Workers Compensation Insurance |
| <input type="checkbox"/> Release (from previous Applications for Payment) | <input type="checkbox"/> Automobile Insurance |
| <input type="checkbox"/> Release(s) for applicable subcontractors and suppliers (if required) | <input type="checkbox"/> Executed Subcontract Agreement |

Signature: _____

Date: _____

Name/Title: _____

Note: Payment shall be rendered according to Article V. Payments per Subcontract Agreement.



PO Box 690960
Tulsa, OK 74169-0960
918.234.7675 (p)
918.234.3811 (f)
withrossgroup.com

CONTACTS

Subcontract Agreements / Purchase Orders / Change Orders

Submit executed Subcontract Agreements, Purchase Orders, Change Orders, Supplement for Fast-Track project and Certificate of Insurance electronically as follows. The company must have a valid Certificate of Insurance as of the paid date of an invoice.

Attn: Jobcost
The Ross Group Construction Co
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
E-mail: jobcost@withrossgroup.com

Application for Payment (Exhibit 6), Release of Claims (Exhibit 5)

Prior to submitting Application for Payment (Exhibit 6), verify the following items are complete or will be completed in order to ensure compliance with the Subcontract Agreement; thereby, enabling payment to occur in accordance with the Subcontract Agreement.

- A. Submit all Applications for Payment as follows:

Attn: Accounts Payable
The Ross Group Construction Co
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
Email: ap@withrossgroup.com
Note:

1. Aging of receivables commences once it has been received at the referenced location.
2. Applications for Payment are to be submitted by the 20th of each month.

- B. Submit Exhibit 6 Application for Payment

The referenced is provided for guidance on the items reviewed during the approval process.

- C. Submit Exhibit 5 Affidavit of Release and Payment of Debts and Claims

The referenced document is a Contingent Claim Release that becomes only in effect commensurate with the company rendering payment. Complete the document as if the submitted Exhibit 6 is to be paid. If this document is initially provided with Exhibit 6, the company will not have to verify that a Claim Release is received on previous payments prior to rendering payment on the current amount due.

- D. Certificate of Insurance is valid through anticipated Payment Date.

The company must have a valid Certificate of Insurance as of the paid date of an invoice.

- E. Change Orders

Verify that all Change Orders are executed and returned prior to anticipated payment date.



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PROFESSIONAL SERVICES CONTRACT

Professional Services Contract No.: _____ Date: _____
Consultant: _____ Phone: _____
Address: _____ Email: _____
Project: _____
Location: _____ Contract No: _____

The Ross Group Construction Co ("Contractor") has agreed in its contract with the Project Owner or other Project contractor to provide certain testing and inspection services (the "Services"), as set forth in Exhibit 3, attached hereto, in connection with the Project.

Contractor agrees to pay Consultant for the Services rendered under this Professional Services Contract according to the fee schedule attached hereto as Exhibit 3.

Consultant agrees to provide Contractor the Services in accordance with the Terms and Conditions set forth herein. This Professional Services Contract consists of the following documents, which are incorporated herein by reference in their entirety:

1. Contractor's contract with the Project Owner or other Project Contractor, including all change orders, amendments and addenda thereto; and
2. The Project plans and specifications, as well as all amendments and addenda thereto;

(hereinafter collectively the "Contract Documents")

Instructions:

- A. Execute **EACH COPY** hereof and return to Contractor. No other form of acceptance is binding on Contractor.
- B. The Professional Services Contract Number **MUST** appear on all correspondence, invoices, and any other Project documentation.
- C. Render all invoices in triplicate to Contractor.
- D. See the following Exhibit(s) attached hereto and incorporated herein by reference, for additional conditions of this Purchase Order. Terms and Conditions, paragraphs 1 through 27.
 1. Insurance Requirements
 2. Additional Information
 3. Services to be Provided by Consultant
 4. Fee Schedule
 5. Affidavit of Release and Payment of Debts and Claims (Submit with Each Application for Payment)
 6. Application for Payment (Submit with Each Invoice)

As evidenced by their signatures below, this Professional Services Contract and its Terms and Conditions; numbered paragraphs 1 through 27 and Exhibits 1 – 6; supersede all prior proposals, negotiations, representations, other communications and agreements, either written or oral, and constitutes the entire agreement of parties' hereto.

Error! Reference source not found.

Consultant
By: _____
Title: _____
Date: _____

The Ross Group Construction Co

Contractor
By: _____
Title: _____
Date: _____

ANY CONTRACT BETWEEN THE PARTIES OR OTHER RIGHT TO COMPENSATION IS EXPRESSLY CONDITIONED UPON THE EXECUTION OF THIS PROFESSIONAL SERVICES CONTRACT. CONTRACTOR RESERVES THE RIGHT NOT TO EXECUTE THIS PROFESSIONAL SERVICES CONTRACT. UNLESS AND UNTIL CONTRACTOR EXECUTES THIS PROFESSIONAL SERVICES CONTRACT, CONTRACTOR SHALL NOT BE BOUND BY ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN. CONSULTANT SHALL NOT BE OBLIGATED TO PERFORM ANY WORK HEREUNDER UNTIL CONTRACTOR EXECUTES THIS PROFESSIONAL SERVICES CONTRACT. IN THE EVENT CONTRACTOR DOES NOT EXECUTE THIS PROFESSIONAL SERVICES CONTRACT, NEITHER CONTRACTOR, NOR CONSULTANT SHALL HAVE ANY LIABILITY TO THE OTHER AND CONTRACTOR SHALL HAVE NO LIABILITY TO CONSULTANT TO MAKE PAYMENTS FOR WORK PERFORMED BY CONTRACTOR, IF ANY, OR FOR ANTICIPATED PROFITS.

TERMS AND CONDITIONS

1. The acceptance of this Professional Services Contract is expressly limited to the terms and conditions stated herein unless modified in writing and agreed to by both parties. Upon execution by both parties, this Professional Services Contract shall constitute a valid and binding contract between the parties and shall be governed by and construed according to the laws of the State of Oklahoma.
2. Consultant shall perform the Services as an independent contractor and shall not act as an agent or employee of Contractor or Contractor's Consultants. Consultant shall provide such qualified and duly licensed personnel to perform the Services in accordance with all applicable laws, regulations, and professional standards where the Project is located. Consultant shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions and payroll taxes. Consultant shall, while performing the Services, work with Contractor's employees, subcontractors and suppliers and other Project site staff so as to not interfere with the Project or impede the progress of the Project. Consultant shall require its personnel to maintain a safe, clean and orderly work environment.
3. Consultant shall submit all written reports required by Contractor in connection with Consultant's performance of the Services. Consultant shall treat such written reports as confidential documents, and shall distribute any report only to Contractor and any other party authorized in writing by Contractor to receive a copy of such, except that Consultant shall distribute reports as required by local laws and regulations and provide documents in response to subpoena or court order if required. Consultant shall retain, for the benefit of the Contractor, copies of all reports, and such supporting data as the Contractor requests, for a period of seven (7) years, following its completion of services under this Agreement or the length of time required by applicable law, whichever is greater.
4. Consultant is not authorized to supervise any facet of Contractor's work or Contractor's subcontractors' work or to modify any requirement of the Project Specifications or other Contract Documents, nor to approve or accept any portion of the Contractor's work, including labor or materials incorporated therein. Consultant shall not have the right to reject any materials, reject or modify Contractor's means and methods, or stop Contractor's work.
5. Consultant shall not provide supervision of or direction to the Contractor's personnel or its subcontractors, nor assume responsibility for the Contractor's or its subcontractors' means, methods, techniques, sequences, procedures of construction or safety programs.
6. Consultant shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by other members of Consultant's profession performing similar services in the locality of the Project.
7. Consultant shall not be responsible for the errors or omissions of any party or parties involved in the design of the Project.
8. Consultant shall maintain written programs and procedures for the safety of its employees, Consultant's consultants, subcontractors and agents. While at the Project site, the Testing Laboratory employees, Consultant and its personnel shall comply with all safety requirements and the procedures of Contractor or other Project contractor and the Owner. Consultant shall indemnify Contractor or other Project contractor and the Owner from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements.
9. Where applicable, Consultant agrees to comply with all state and federal legislation and executive orders respecting equal employment opportunity as well as regulations promulgated thereto. Upon request by Contractor, Consultant will execute compliance statements in a form acceptable to Contractor certifying Consultant's compliance with applicable equal employment opportunity legislation, orders, and regulations. Failure to properly and timely execute such compliance statements may, at the option of Contractor, be deemed to constitute a material breach of this Professional Services Contract and shall be cause for termination in accordance with Paragraph 18 of these Terms and Conditions.
10. Contractor shall provide Consultant with the Contract Documents and other available Project information upon written request by Consultant.
11. Contractor shall provide Consultant with reasonable access to the Project site, and shall facilitate its access to all shops, yards or other sites where materials for the Project are being prepared or stored, so as to assist Consultant in its performance of all tasks reasonably necessary for the completion of the Services.
12. Contractor shall designate in writing a person empowered to act as its Project representative. Such person shall have complete authority to transmit instructions to, receive information and data from, interpret and define Contractor's policies and decisions with respect to the Project, and order, at the Contractor's expense, any additional services which may be requested of Consultant by Contractor.
13. Contractor shall provide Consultant with sufficient advance notice of the required performance of the Services so as to allow Consultant a reasonable period of time within which to coordinate the assignment of its personnel.

14. Contractor shall, if necessary, provide and deliver to Consultant for testing, representative samples of materials Contractor proposes to use, together with relevant data pertaining to those materials, unless such samples are to be obtained by Consultant under this Professional Services Contract. Contractor shall provide all labor and facilities on and off the Project site as may be needed by Consultant to obtain samples, and to store and cure such samples that must remain on the Project site prior to testing. Contractor shall pay the cost of retaining those samples which Contractor requests be retained by Consultant.
15. To the fullest extent permitted by law, Consultant shall indemnify Contractor, Architect/Engineer and the Owner, their respective officers, directors, owners, employees, agents, insurers, sureties, and parent and affiliated entities, against any and all claims, losses, injuries, demands, actions, judgments, damages and costs and expenses of every kind and description (including, without limitation, attorneys', consultants' and experts' fees) and hold them harmless therefrom arising out of or in any way related to (i) the performance by Consultant of its work under this Professional Services Contract, Consultant's consultants or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) any breach of this Professional Services Contract by Consultant, or (iii) any act or omission by Consultant, Consultant's consultants or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, their invitees, or any person performing work directly or indirectly on behalf of Consultant, or (iv) arising wholly or in part out of any negligent act or omission of Consultant, Consultant's consultants or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or those for whom Consultant is responsible. The provisions of this paragraph are binding on Consultant where Consultant is, or is alleged to be, the cause, directly, indirectly or consequentially, in whole or in part, of any injury, damage or loss, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Consultant is obligated to provide indemnification. In the event any such claim, loss, injury, demand, action, judgment, damage, cost or expense arises out of this Professional Services Contract, Contractor shall have the right to withhold from any payments due or to become due to Consultant an amount sufficient, in its sole discretion, to protect and indemnify it therefrom. Consultant's indemnification of any or all of the persons and entities indemnified hereunder shall, however, not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to Consultant, its agents, representatives, Consultant's consultants or suppliers, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Nor shall Consultant's obligation to indemnify hereunder apply to any claim resulting solely from the act or omission of Contractor, Architect/Engineer or Owner. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which otherwise exist as to a party or person described herein.
16. Consultant shall protect, indemnify, defend and save harmless Contractor, Architect/Engineer and Owner from and against all damages and all costs and expenses, including, but not limited to, attorneys' fees, arising out of any infringement or claim of infringement on any patent or license in the use of any articles, equipment, or processes furnished or required to be furnished by Consultant under this Professional Services Contract.
17. Upon the execution of this Professional Services Contract, and before commencing the Work, Consultant shall furnish to Contractor certificates evidencing that Consultant has in effect policies of insurance proving insurance of the types and minimum coverage limits stated in Exhibit No. 1 to this Professional Services Contract or the schedule of insurance contained in the Contract Documents, whichever is higher. The certificates of insurance shall provide that the policies shall not be terminated or changed without thirty (30) calendar days' advance written notice to Contractor from the licensed agent or insurance company issuing the certificate. Any insurance policy obtained by Consultant to fulfill the insurance requirements of the Professional Services Contract shall name Contractor and the Owner as additional insureds (except for Workers' Compensation insurance) and provide that such insurance shall be deemed primary insurance to any similar insurance Contractor or the Owner may obtain for their benefit, which shall be excess or secondary but not contributing insurance. Each such policy obtained by Consultant shall provide that the insurer shall defend any suit against Contractor or the Owner, their officers, agents or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide Contractor and the Owner the right to engage their own attorneys for the purposes of defending any legal action against Contractor or the owner, their officers, agents or employees and that Consultant shall indemnify Contractor and the Owner for costs and expenses, including attorneys' fees, arising out of or incurred in the defense of such action.
18. The liability insurance coverage of Consultant shall include coverage for contractually assumed liability, which will include Consultant's undertaking of indemnification herein. The limits of such insurance shall in no way be construed as limiting Consultant's obligation to completely indemnify and hold harmless Contractor.
19. If Consultant shall fail to obtain or maintain in force any required insurance then Contractor may, at its sole option and with no obligation to do so, procure such insurance and deduct the cost from any amount otherwise payable to Consultant under this Professional Services Contract or terminate Consultant's continued performance under this Professional Services Contract in accordance with Paragraph 21 of this Professional Services Contract. In any event, Contractor shall in no manner incur any liability to Consultant or because of any defect or omission in coverage of any insurance that Contractor may elect to procure.
20. Contractor agrees to pay Consultant in accordance with Exhibit 3 for the Services provided. Payment shall be due upon receipt of the Owner's payment by Contractor. Contractor may withhold any amount otherwise due under this Professional Services Contract or under

any other contractual agreement between the parties to cover Contractor's estimate of any costs, liquidated damages or other liability Contractor has incurred or may incur for which Consultant may be responsible under this Professional Services Contract or under any other contractual agreement the parties.

As a condition precedent to the payment of any progress payment, the Consultant shall provide to Contractor with each application for payment (i) a waiver and release from Consultant in the form attached hereto as Exhibit 5 and (ii) such other evidence as the Contractor, in its sole discretion, requires to demonstrate all charges for labor and materials provided to Consultant on the Project have been paid.

21. Upon two (2) days written notice, Contractor may, without cause terminate this Professional Services Contract with Consultant. If this Professional Services Contract is so terminated, Consultant may recover from Contractor payment equal to the amount of unpaid services performed to date in accordance with this Professional Services Contract, provided that Consultant has delivered to Contractor all documents, reports and other information prepared by Consultant for the Project.
22. Consultant shall not assign, transfer or subcontract this Professional Services Contract, or any part thereof, or any amount due and payable or to become due and payable hereunder, without the written consent of Contractor and any such assignment, transfer or subcontract without such written consent shall be null and void.
23. The partial or complete invalidity of any one or more provisions of this Professional Services Contract shall not affect the validity or continuing force and effect of any other provision.
24. The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Professional Services Contract, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.
25. If any provision of this Professional Services Contract conflicts with or is inconsistent with any provision of any Exhibit 2 attached to or referenced in this Professional Services Contract, the provision of this Professional Services Contract governs, unless the other provision specifically and expressly refers to the provision it supersedes and replaces in this Professional Services Contract.
26. The parties expressly agree that this Professional Services Contract was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Professional Services Contract shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.
27. This Professional Services Contract shall be governed by and interpreted in accordance with the laws of the State of Oklahoma and Consultant further agrees that the venue of any action hereunder shall lie exclusively in either the District Court for Tulsa County, State of Oklahoma or in the United States District Court for Northern District of Oklahoma, as may be the case.

EXHIBIT 1 Insurance Requirements

Consultant shall purchase and maintain insurance prior to commencement of work through final date of payment to Consultant.

1) Commercial General Liability (CGL)

- a) CGL with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- b) CGL coverage shall be written on ISO Occurrence form CG 00 01 12 07 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c) Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 07 04 AND CG 20 37 07 04 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Consultant. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d) Consultant shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the Work.

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

3) Commercial Umbrella

- a) Umbrella limits must be at least \$1,000,000.
- b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- c) Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Consultant.

4) Workers Compensation and Employers Liability

- a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
- b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

5) Professional Liability

The Consultant and Consultant's consultants shall maintain at least the following Professional Liability Insurance including prior acts coverage with a company satisfactory to the Contractor, including contractual liability against the liability and shall have specific minimum liability limits and maximum deductibles as set forth below:

| Services | Minimum Limits | Maximum Deductible |
|-----------------|----------------|--------------------|
| • Architectural | \$1,000,000.00 | \$10,000.00 |
| • Structural | \$1,000,000.00 | \$10,000.00 |
| • Mechanical | \$1,000,000.00 | \$10,000.00 |
| • Electrical | \$1,000,000.00 | \$10,000.00 |
| • Plumbing | \$1,000,000.00 | \$10,000.00 |
| • Other | \$1,000,000.00 | \$10,000.00 |

The cost of any deductible shall be paid by the Consultant. The Professional Liability including Prior Acts coverage shall be continued in effect for three (3) years following final payment to the Consultant. Deductible or Self-Insured Retention must be stated on the certificate of insurance. Should Self-Insured Retention exceed \$100,000.00, additional information, including, but not limited to, financial statements, may be required for review and acceptance by Contractor.

6) Waiver of Subrogation

Consultant waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

7) Notification of Cancellation, Non-Renewal or Material Change in Coverage

Consultant's General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies shall be endorsed to state that Contractor will be notified at least thirty (30) calendar days in advance in the event of cancellation, non-renewal or

material change in coverage of said policies and the Consultant will replace “will endeavor” with “must notify” in the Certificate of Insurance.

8) Certificates of Insurance

Consultant shall provide Contractor with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Consultant’s Commercial General Liability Policy.

9) The Consultant shall require its consultants to maintain Commercial General Liability and Comprehensive Automobile Liability coverage with a company satisfactory to the Contractor

10) No policy shall be cancelled or modified without thirty (30) prior written notice to the Contractor. The Professional Liability including Prior Acts coverage shall be continued in effect for three (3) years following final payment to the Consultant.

Consultant

By: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT 2 TO SUBCONTRACT

Amendments to the tax law requires that companies withhold twenty percent of any payments to recipients of dividends, interest, royalties or other payments required to be reported to the Internal Revenue Service unless the recipient of such payment has a federal identification number or social security number on file with the company making the payment.

In order to comply with regulations, thus allowing us not to withhold any money due you, we request that you complete the information and return the entire letter to our office as soon as possible.

Sincerely;

The Ross Group Construction Co
PO Box 690960
Tulsa , OK 74169-0960
Phone: (918) 234-7675
E-mail: ap@withrossgroup.com

Name of Vendor:

Address:

Check Type of Organization:

Sole Proprietorship ()

Partnership ()

Corporation ()

Vendor Tax I.D. Number:

Or

Social Security Number:

DUNS Number:

Address that corresponds to DUNS number:

Cage Code:

NAICS:

Phone Number:

Fax Number:

Email Address:

Additionally, complete the following Business Size and Classification information.

BUSINESS SIZE AND TYPE CLASSIFICATION

The Subcontractor represents, pursuant to the following that it is: (Check the applicable box or boxes).

- A. ☐ Large Business Concern
- B. ☐ Small Business Concern
- C. ☐ Women-Owned Small Business Concern (WOSB)
- D. ☐ Small Disadvantaged Concern
- E. ☐ HUB Zone Small Business Concern (HUBZone SB)
- F. ☐ Veteran-Owned Small Business Concern (VOSB)
- G. ☐ Service-Disabled Veteran-Owned Small Business Concern (SDVOSB)
- H. ☐ Historically Black College or University/Minority Institution (HBCU/MI)
- I. ☐ Non-profit Institution
- J. ☐ Foreign Business Concern
- K. ☐ Indian Organization or Indian-owned Economic Enterprise

- L. ☐ Indian Tribe Owned
- M. ☐ Alaska Native Corporation
- N. ☐ 8(a) Small Business Concern

AGREED TO AND CERTIFIED BY:

Subcontractor

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 3 Services to be provided by Consultant

Consultant

By:

Printed Name:

Title:

Date:

SAMPLE

SAMPLE

Consultant

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 5

CONDITIONAL PARTIAL WAIVER AND RELEASE
FOR CONSULTANTS

CONTRACTOR:

OWNER:

LOCATION:

PROJECT NO. / DESCRIPTION:

CONTRACT NO.:

CURRENT INVOICE NO.:

The undersigned Consultant, acknowledges that, with the exception of a balance of \$_____ which is now due and unpaid, Consultant has been paid in full all that is owed to it on account of labor and work performed and material and equipment furnished for the Project through the period covered by the current invoice and all previous invoices.

Upon receipt of the stated unpaid balance, Consultant hereby releases and waives any existing artisan's, mechanic's, materialmen's and other liens of similar nature and releases and waives all of Consultant's rights to claim or assert any such lien, as well as all other claims, demands and debts against Contractor, its surety, and the Project's Owner(s) on account of labor and work performed and material and equipment furnished for the Project or otherwise under any agreement relating to the Project through the period covered by the current invoice and all previous invoices.

Consultant further swears that Consultant has paid or will otherwise satisfy all obligations for all material and equipment furnished, for all work, labor and services performed and for all indebtedness and claims against Consultant or any other person or entity acting by, through or under Consultant in connection with the Project.

Upon receipt of the stated unpaid balance, Consultant agrees to hold Contractor, its surety, the Project's Owner(s), their successors, assigns and secured lenders harmless from all claims, demands, suits and liens waived, assigned or released under this instrument for labor and work performed, material and equipment furnished and for any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have through the period covered by the current invoice and all previous invoices, except as stated below, and further agrees to remove and release any such claim or lien on the Project Property or the improvements thereon immediately upon the notice of the filing of any such claim or lien by anyone claiming by, through or under Consultant:

Last date of work performed or materials supplied covered by current invoice: _____

Consultant: _____ Address: _____

By: _____

Signature, Duly Authorized Agent of Company

Printed Name and Title

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, appeared before me _____ and he/she swore that the facts, information, and representations set forth in the foregoing Partial Waiver and Release, are true and accurate to the best of his/her knowledge, information, and belief.

My commission expires: _____

Notary Public

EXHIBIT 6 TO PROFESSIONAL SERVICES CONTRACT

APPLICATION FOR PAYMENT

Attn: Accounts Payable
The Ross Group Construction Co
PO Box 690960
Tulsa, OK 74169-0960
Phone: (918) 234-7675
E-mail: ap@withrossgroup.com

Subcontractor _____

Date: _____

Application No. _____

Address: _____

Subcontractor Invoice No. _____

Project No. _____

Phone _____

Project: _____

Email: _____

1. Original Contract Sum:
2. Net Change by Change Order:
3. Contract Sum to Date (Item 1 + Item 2)
4. Total Earned to Date (Percent Complete ____ %):
5. Less Previous Total of Applications For Payments:
(item 4 from previous Application for Payment)
6. Current Application for Payment (Item 4 – Item 5)
7. Retainage for Current Application (Item 6 x 0 %):
8. Total Due this Application for Payment *Item 6 – Item 7) :

| |
|-------|
| _____ |
| _____ |
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| _____ |
| _____ |
| _____ |

Please provide list of applicable tier subcontractors and suppliers for this billing period:

| | |
|--|--|
| | |
| | |
| | |
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| | |
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| | |
| | |

For Subcontractor Use:

- | | |
|---|---|
| <input type="checkbox"/> Payroll Reports (Federal) | <input type="checkbox"/> General Liability Insurance |
| <input type="checkbox"/> SF1413 (Federal) | <input type="checkbox"/> Workers Compensation Insurance |
| <input type="checkbox"/> Release (from previous Applications for Payment) | <input type="checkbox"/> Automobile Insurance |
| <input type="checkbox"/> Release(s) for applicable subcontractors and suppliers (if required) | <input type="checkbox"/> Executed Subcontract Agreement |

Signature: _____

Date: _____

Name/Title: _____

Note: Payment shall be rendered according to Article V. Payments per Subcontract Agreement.



**OPSU Asbestos Report
Student Union Building**



PO Box 720796
Oklahoma City, Oklahoma 73172
Ph: (405) 283-9187
Fax: (405) 283-9189
Email: info@environmentalsolutionsusa.com

August 9, 2023

Oklahoma Panhandle State University
Attn: Dr. Ryan Blanton
323 W. Eagle Blvd.
Goodwell, OK 73939

RE: Limited Asbestos Survey: Student Union Building, 323 W. Eagle Blvd, Goodwell, OK

Dear Mr. Blanton:

As per your request, Jamie Sheridan, ODOL License #401606, with Environmental Solutions Specialists, LLC (ESS) conducted a limited sampling of the building located at 323 W. Eagle Blvd, Goodwell, Oklahoma.

On July 25, 26, and 27, 2023, an Asbestos Inspection was performed based on the proposed renovations of portions of the building. This asbestos inspection was performed so that a strategy, which follows the regulations set forth by the Environmental Protection Agency (EPA), may be prepared for the management and/or abatement of materials that contain asbestos, if present. The sampling was conducted on July 26 and 27, 2023 by implementing the following.

I. Inspection/Survey

- Utilizing Oklahoma-licensed individuals, as required by the Oklahoma Department of Labor to conduct inspections and sampling as directed by the owner.
- Conduct sampling of each suspect material in a random manner in accordance with ODOL recommended protocol per homogenous area (i.e. material(s) that are uniform in color and texture and believed to be applied during the same period).
- Quantify (square/linear feet) all asbestos containing material into homogenous areas
- Preparation of Chain of Custody for shipping of bulk samples to an independent laboratory

PROVIDING ENVIRONMENTAL AND CONSTRUCTION SERVICES

II. Laboratory Analysis

- Utilize independent licensed and accredited laboratory, accredited by NVLAP
- Samples shall be analyzed by the EPA required Method 600 with a PLM microscope
- Furnish a laboratory report that coincides with the chain of custody.

A total of 21 samples were analyzed representing all homogeneous areas and functional spaces of concern within the renovation areas within the buildings. Certain materials such as concrete, metal, masonry, and wood were not considered as suspect ACM and were not sampled for this inspection.

Exterior Siding: The exterior siding was brick veneer, metal, and concrete with metal trim. No suspect asbestos containing material was identified in the exterior siding materials.

Roofing Materials: The roofing materials are a membrane style roof. Roofing materials were not sampled as part of this investigation.

Wall & Ceiling Insulation: Building interior walls and ceilings were batt type fiberglass insulation. Insulation materials were not considered as suspect asbestos containing materials and therefore not sampled as part of this investigation.

Walls/Ceilings Sheetrock Seam Tape, Bedding Mud, and Textured: Building interior walls were concrete with ceramic tile and stucco, wood or metal framing with sheetrock with tape and bedding mud and texture. Wall materials collected throughout the buildings indicated no asbestos. Interior ceiling materials were concrete stucco and sheetrock with tape and bedding mud and texture. Ceiling materials collected throughout the buildings indicated no asbestos.

Flooring: The building is concrete slab foundation with stone and/or ceramic tile, and carpeting. Samples of the flooring materials were not collected, as no suspect asbestos containing materials were identified.

All suspect materials found within the areas of the building to be renovated have been sampled according to State and Federal rules and submitted to a NVLAP certified laboratory for analysis. Results of this asbestos inspection showed the building materials sampled do not contain asbestos material greater than 1%.

A total of 21 samples were analyzed.

| Location (Room) | Sample # | Type | Classification | Location Taken | Descrip. Of Mat. | Results % of type |
|----------------------------|-----------------|-------------|-----------------------|---------------------------|-----------------------------|------------------------------|
| Interior S. Hallway | 01 | Texture | Surfacing | Ceiling | White | None Detected |
| Interior S. Hallway | 01a | Stucco | Surfacing | Ceiling | Brown | None Detected |
| Interior Conf. Rm. | 02 | Texture | Surfacing | Ceiling | White | None Detected |
| Interior Conf. Rm. | 02a | Stucco | Surfacing | Ceiling | Brown | None Detected |
| Interior Room 6 | 03 | Texture | Surfacing | Ceiling | White | None Detected |
| Interior Room 6 | 03a | Stucco | Surfacing | Ceiling | Tan | None Detected |
| Interior Center Hall | 04 | Texture | Surfacing | Ceiling | White | None Detected |
| Interior Center Hall | 04a | Stucco | Surfacing | Ceiling | Brown | None Detected |
| Interior Grill | 05 | Texture | Surfacing | Ceiling | White | None Detected |
| Interior Grill | 05a | Stucco | Surfacing | Ceiling | Brown | None Detected |
| Interior Dining Hall | 06 | Texture | Surfacing | Ceiling | White | None Detected |
| Interior Dining Hall | 06a | Stucco | Surfacing | Ceiling | Brown | None Detected |
| Interior N. Storage Rm | 07 | Texture | Surfacing | Ceiling | White | None Detected |
| Interior N. Storage Rm | 07a | Stucco | Surfacing | Ceiling | Brown | None Detected |
| Interior Men's Bath | 08 | Texture | Surfacing | Ceiling | White | None Detected |
| Interior Men's Bath | 08a | Stucco | Surfacing | Ceiling | Brown | None Detected |
| Interior SW Hallway | 09 | Texture | Surfacing | Ceiling | White | None Detected |
| Interior SW Hallway | 09a | Stucco | Surfacing | Ceiling | Brown | None Detected |
| Interior Conf. Rm. | 10 | Stucco | Surfacing | Wall | Brown | None Detected |
| Interior S. Hallway | 11 | Stucco | Surfacing | Wall | Brown | None Detected |
| Interior E. Hallway | 12 | Stucco | Surfacing | Wall | Brown | None Detected |
| Interior Center Hall. | 13 | Stucco | Surfacing | Wall | Brown | None Detected |
| Interior Room 6 | 14 | Stucco | Surfacing | Wall | Brown | None Detected |
| Interior Room 6 | 15 | Stucco | Surfacing | Wall | Brown | None Detected |
| Interior SW Hallway | 16 | Stucco | Surfacing | Wall | Brown | None Detected |

Table continued on next page

Continued

| Location (Room) | Sample # | Type | Classification | Location Taken | Descrip. Of Mat. | Results % of type |
|----------------------|----------|---------|----------------|----------------|------------------|-------------------|
| Interior Store | 17 | Drywall | Miscellaneous | Wall | White | None Detected |
| Interior Store | 18 | Texture | Surfacing | Wall | White | None Detected |
| Interior Store | 18a | Drywall | Miscellaneous | Wall | White | None Detected |
| Interior Grill | 19 | Texture | Surfacing | Wall | White | None Detected |
| Interior Grill | 19a | Drywall | Miscellaneous | Wall | White | None Detected |
| Interior Dining Hall | 20 | Texture | Surfacing | Wall | White | None Detected |
| Interior Dining Hall | 20a | Drywall | Miscellaneous | Wall | White | None Detected |
| Interior Dining Hall | 21 | Texture | Surfacing | Wall | White | None Detected |
| Interior Dining Hall | 21a | Drywall | Miscellaneous | Wall | White | None Detected |

No asbestos containing materials identified.

Conclusion:

Under EPA guidelines, asbestos containing material is any material with greater than 1% asbestos by weight. Based on the on-site inspection and sample analysis, a conclusion is reached that no friable asbestos material greater than 1% is present in the areas to be renovated at this site. Caution should be exercised during the demolition and if any suspect asbestos contain material(s) is uncovered, all work should stop until appropriate laboratory analysis can be performed to confirm the presence or absence of any asbestos containing material.

This survey has been conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our survey of readily accessible areas of the building. It was not within the scope of this survey to remove surface materials to observe hidden or otherwise inaccessible materials.

Caution should be exercised during the demolition and if any suspect asbestos containing material(s) is uncovered, all work should stop until appropriate laboratory analysis can be performed to confirm the presence or absence of any suspect asbestos containing material.

Please see the attached lab report and chain of custody for analysis. Should there be any questions please contact ESS at (405) 283-9187.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Sheridan".

Jamie Sheridan, CIEC, ODOL License #401606
Project Manager



LAB ANALYSIS



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 360822

Account Number: B850

Date Received: 07/28/2023

Received By: Baylie Longstreth

Date Analyzed: 08/03/2023

Analyzed By: Jack Mankin

Methodology: EPA/600/R-93/116

Client: Environmental Solutions Specialists, LLC

PO Box 720796

OKC, OK 73172

Project: OPSU

Project Location: 323 W. Eagle Blvd, Goodwell, OK 73939

Project Number: 23-142

| Quantem Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|----------------------|---------------------|-------------|------------------------|----------------------|---------------------------|------------------------|
| 001 | 01 | Layered | White Texture | Asbestos Not Present | NA | CaCO ₃ |
| 001a | | Layered | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand |
| 002 | 02 | Layered | White Texture | Asbestos Not Present | NA | CaCO ₃ |
| 002a | | Layered | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand |
| 003 | 03 | Layered | White Texture | Asbestos Not Present | NA | CaCO ₃ |
| 003a | | Layered | Tan Stucco | Asbestos Not Present | NA | Gypsum Sand Foam |
| 004 | 04 | Layered | White Texture | Asbestos Not Present | NA | CaCO ₃ |

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

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested.
NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763 and EPA/600/R-93/116 methods.

This report may not be used to claim product endorsement by NVLAP or any agency of the US Government.

This report may not be reproduced except in full, without the written approval of the laboratory.



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 360822 Client: Environmental Solutions Specialists, LLC
Account Number: B850 PO Box 720796
Date Received: 07/28/2023 OKC, OK 73172
Received By: Baylie Longstreth
Date Analyzed: 08/03/2023 Project: OPSU
Analyzed By: Jack Mankin Project Location: 323 W. Eagle Blvd, Goodwell, OK 73939
Methodology: EPA/600/R-93/116 Project Number: 23-142

| Quantem Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|-------------------|------------------|-------------|---------------------|----------------------|------------------------|-------------|
| 004a | | Layered | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand |
| 005 | 05 | Layered | White Texture | Asbestos Not Present | NA | CaCO3 Paint |
| 005a | | Layered | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand |
| 006 | 06 | Layered | White Texture | Asbestos Not Present | NA | CaCO3 Paint |
| 006a | | Layered | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand |
| 007 | 07 | Layered | White Texture | Asbestos Not Present | NA | CaCO3 Paint |

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2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 360822

Account Number: B850

Date Received: 07/28/2023

Received By: Baylie Longstreth

Date Analyzed: 08/03/2023

Analyzed By: Jack Mankin

Methodology: EPA/600/R-93/116

Client: Environmental Solutions Specialists, LLC

PO Box 720796

OKC, OK 73172

Project: OPSU

Project Location: 323 W. Eagle Blvd, Goodwell, OK 73939

Project Number: 23-142

| Quantem Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|----------------------|---------------------|-------------|------------------------|----------------------|---------------------------|----------------------------|
| 007a | | Layered | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand |
| 008 | 08 | Layered | White Texture | Asbestos Not Present | NA | CaCO ₃ Paint |
| 008a | | Layered | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand |
| 009 | 09 | Layered | White Texture | Asbestos Not Present | NA | CaCO ₃ Paint |
| 009a | | Layered | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand |
| 010 | 10 | Homogeneous | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand Paint |
| 011 | 11 | Homogeneous | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand Paint |

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2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 360822 Client: Environmental Solutions Specialists, LLC
Account Number: B850 PO Box 720796
Date Received: 07/28/2023 OKC, OK 73172
Received By: Baylie Longstreth
Date Analyzed: 08/03/2023 Project: OPSU
Analyzed By: Jack Mankin Project Location: 323 W. Eagle Blvd, Goodwell, OK 73939
Methodology: EPA/600/R-93/116 Project Number: 23-142

| Quantem Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|----------------------|---------------------|-------------|------------------------|----------------------|---------------------------|-------------------------|
| 012 | 12 | Homogeneous | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand Paint |
| 013 | 13 | Homogeneous | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand Paint |
| 014 | 14 | Homogeneous | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand Paint |
| 015 | 15 | Homogeneous | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand Paint |
| 016 | 16 | Homogeneous | Brown Stucco | Asbestos Not Present | NA | Gypsum Sand Paint |
| 017 | 17 | Homogeneous | White Drywall | Asbestos Not Present | Cellulose 10 | Gypsum Paint |

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2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

Polarized Light Microscopy Asbestos Analysis Report

| | | | |
|-----------------|-------------------|-------------------|--|
| Quantem Lab No. | 360822 | Client: | Environmental Solutions Specialists, LLC |
| Account Number: | B850 | | PO Box 720796 |
| | | | OKC, OK 73172 |
| Date Received: | 07/28/2023 | | |
| Received By: | Baylie Longstreth | | |
| Date Analyzed: | 08/03/2023 | Project: | OPSU |
| Analyzed By: | Jack Mankin | Project Location: | 323 W. Eagle Blvd, Goodwell, OK 73939 |
| Methodology: | EPA/600/R-93/116 | Project Number: | 23-142 |

| Quantem Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|-------------------|------------------|-------------|---------------------|----------------------|------------------------|--------------|
| 018 | 18 | Layered | White Texture | Asbestos Not Present | NA | Gypsum Paint |
| 018a | | Layered | White Drywall | Asbestos Not Present | Cellulose 10 | Gypsum |
| 019 | 19 | Layered | White Texture | Asbestos Not Present | NA | CaCO3 Paint |
| 019a | | Layered | White Drywall | Asbestos Not Present | Glass Fiber 5 | Gypsum |
| 020 | 20 | Layered | White Texture | Asbestos Not Present | NA | CaCO3 Paint |
| 020a | | Layered | White Drywall | Asbestos Not Present | Glass Fiber 5 | Gypsum |

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Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 360822

Account Number: B850

Date Received: 07/28/2023

Received By: Baylie Longstreth

Date Analyzed: 08/03/2023

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Methodology: EPA/600/R-93/116

Client: Environmental Solutions Specialists, LLC

PO Box 720796

OKC, OK 73172

Project: OPSU

Project Location: 323 W. Eagle Blvd, Goodwell, OK 73939

Project Number: 23-142

| Quantem Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|----------------------|---------------------|-------------|------------------------|----------------------|---------------------------|----------------|
| 021 | 21 | Layered | White Texture | Asbestos Not Present | NA | CaCO3 Paint |
| 021a | | Layered | White Drywall | Asbestos Not Present | Glass Fiber | 5 Gypsum |

Jack Mankin, Laboratory Analyst

8/3/2023

Date of Report

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

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763 and EPA/600/R-93/116 methods.

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ASBESTOS CHAIN OF CUSTODY

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LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

For Lab Use Only
Lab No. 360822

Accept ☒ Reject ☐

| Contact Information | | Project Information | |
|--|----------------------------|---|--|
| Company: Environmental Solutions Specialists | Phone: (405) 283-9187 | Project Name: OPSU | Report Results (<input checked="" type="checkbox"/> one box) |
| Contact: Jamie Sheridan | Call Phone: (405) 207-8628 | Project Location: 323 W. Eagle Blvd, Goodwell, OK 73939 | <input checked="" type="checkbox"/> Quantem Website |
| Account #: B850 | E-mail: | Project ID: 23-142 | <input checked="" type="checkbox"/> Email |
| SAMPLED BY: Name: Jamie Sheridan | Date: 7/26/23 - 7/27/23 | PO Number: 23-142 | <input type="checkbox"/> Other |

| REMOVED BY | DATE & TIME | VIA | RECEIVED BY | DATE & TIME |
|--------------------|-----------------|---------|--------------------|-------------------|
| <i>[Signature]</i> | 7/26/23 10:30am | Hand ID | <i>[Signature]</i> | 7/28/23 @ 10:15am |

REQUESTED SERVICES (Please ☒ the Appropriate Boxes)

| PLM | PLM | TEM | TEM | TURNAROUND TIME |
|--|---|--|---|---|
| <input checked="" type="checkbox"/> Bulk Analysis ^{***} | <input type="checkbox"/> Vermiculite Attic Insulation (EPA 600/R-04/00-4) | <input type="checkbox"/> Air-AHERA | <input type="checkbox"/> Bulk-Presence / Absence EPA600/R-93/116 | <input type="checkbox"/> Rush |
| <input type="checkbox"/> 400 Point Count | <input type="checkbox"/> Other | <input type="checkbox"/> Air-NIOSH 7402 | <input type="checkbox"/> Bulk-Quantitative [weight%]-Chatfield | <input type="checkbox"/> Same Day |
| <input type="checkbox"/> 1000 Point Count | | <input type="checkbox"/> Air-ISO 10312 | <input type="checkbox"/> Dust-Presence / Absence | <input type="checkbox"/> 24-Hour |
| <input type="checkbox"/> Gravimetric Preparation | PCM | <input type="checkbox"/> Drinking Water- EPA 100.2 | <input type="checkbox"/> Dust-Quantitative [fibers/sq.cm]- ASTM D5755 | <input type="checkbox"/> 3-Day |
| <input type="checkbox"/> Particle ID | NIOSH 7400 | <input type="checkbox"/> Waste Water- EPA 600/4-83-043 | <input type="checkbox"/> Other | <input checked="" type="checkbox"/> 5-Day |

| No. | Sample ID (10 Characters Max) | To Be Analyzed | Color | Description | Volume / Area (as applicable) | Comments / Notes |
|-----|----------------------------------|-------------------------------------|-------|---------------------|----------------------------------|-------------------------|
| 1 | 01 | <input checked="" type="checkbox"/> | White | Texture & Structure | | Ceiling, Sun Hall |
| 2 | 02 | <input type="checkbox"/> | | | | Ceiling, Conference Rm |
| 3 | 03 | <input type="checkbox"/> | | | | Ceiling, Room #6 |
| 4 | 04 | <input type="checkbox"/> | | | | Ceiling, Center Hallway |
| 5 | 05 | <input type="checkbox"/> | | | | Ceiling, Grill |
| 6 | 06 | <input type="checkbox"/> | | | | Ceiling, Dining Hall |
| 7 | 07 | <input type="checkbox"/> | | | | Ceiling, N. Storage Rm. |
| 8 | 08 | <input type="checkbox"/> | | | | Ceiling, Men's B.R. |
| 9 | 09 | <input checked="" type="checkbox"/> | White | Texture & Structure | | Ceiling, Sun Hallway |
| 10 | 10 | <input checked="" type="checkbox"/> | Gray | Texture & Structure | | Wall, Conference Rm. |

ASBESTOS CHAIN OF CUSTODY

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(800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

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For Lab Use Only

Lab No. 360822

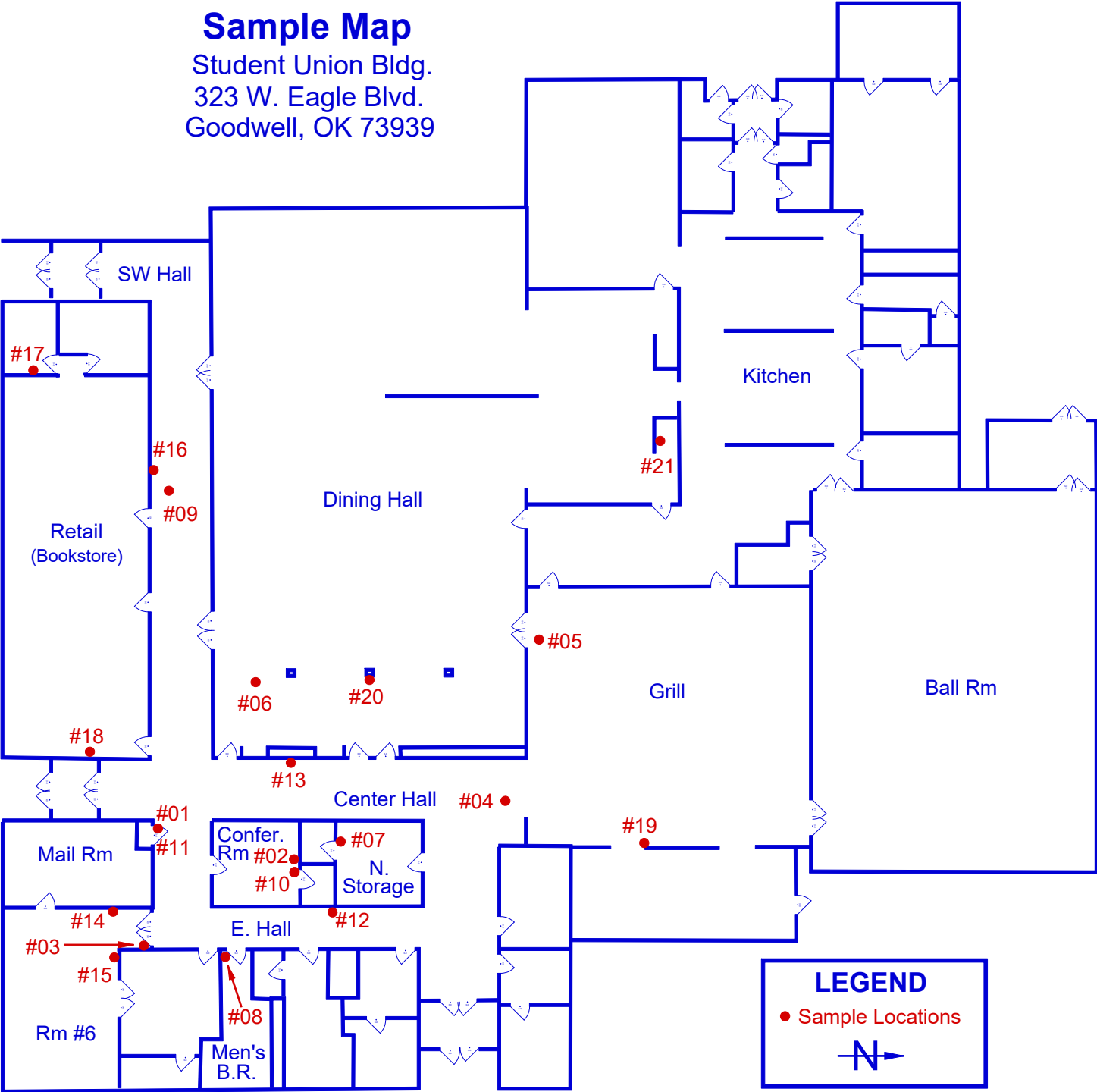
Accept ☒ Reject ☐

| Project Information | | | | | | |
|--|----------------------------------|--|---|---------------------|----------------------------------|-----------------------------|
| Company: Environmental Solutions Specialists | | Project Name: OPSU | Project Location: 323 W. Eagle Blvd, Goodwell, OK 73939 | | | |
| No. | Sample ID (10 Characters Max) | <input checked="" type="checkbox"/> To Be Analyzed | Color | Description | Volume / Area (as applicable) | Comments / Notes |
| 11 | 11 | <input checked="" type="checkbox"/> | WHITE | Texture & Structure | | Wall, S. Hallway |
| 12 | 12 | <input type="checkbox"/> | | | | Wall, E. Hallway |
| 13 | 13 | <input type="checkbox"/> | | | | Wall, Center Hallway |
| 14 | 14 | <input type="checkbox"/> | | | | Wall, Room #6 |
| 15 | 15 | <input type="checkbox"/> | | | | Wall, Room #6 |
| 16 | 16 | <input type="checkbox"/> | WHITE | Texture & Structure | | Wall, S. Hallway |
| 17 | 17 | <input type="checkbox"/> | GRAY | Texture & Structure | | Wall, Bookstore |
| 18 | 18 | <input type="checkbox"/> | GRAY | | | Wall, Bookstore |
| 19 | 19 | <input type="checkbox"/> | WHITE | | | Wall, Grill (Arch) |
| 20 | 20 | <input checked="" type="checkbox"/> | ↓ | ↓ | | Wall, Dining Hall (ceiling) |
| 21 | 21 | <input checked="" type="checkbox"/> | WHITE | Texture & Structure | | Wall, Dining Hall |
| 22 | | <input type="checkbox"/> | | | | |
| 23 | | <input type="checkbox"/> | | | | |
| 24 | | <input type="checkbox"/> | | | | |
| 25 | | <input type="checkbox"/> | | | | |
| 26 | | <input type="checkbox"/> | | | | |
| 27 | | <input type="checkbox"/> | | | | |
| 28 | | <input type="checkbox"/> | | | | |
| 29 | | <input type="checkbox"/> | | | | |
| 30 | | <input type="checkbox"/> | | | | |

SAMPLE MAP

Sample Map

Student Union Bldg.
323 W. Eagle Blvd.
Goodwell, OK 73939



LEGEND

● Sample Locations



LIMITATIONS

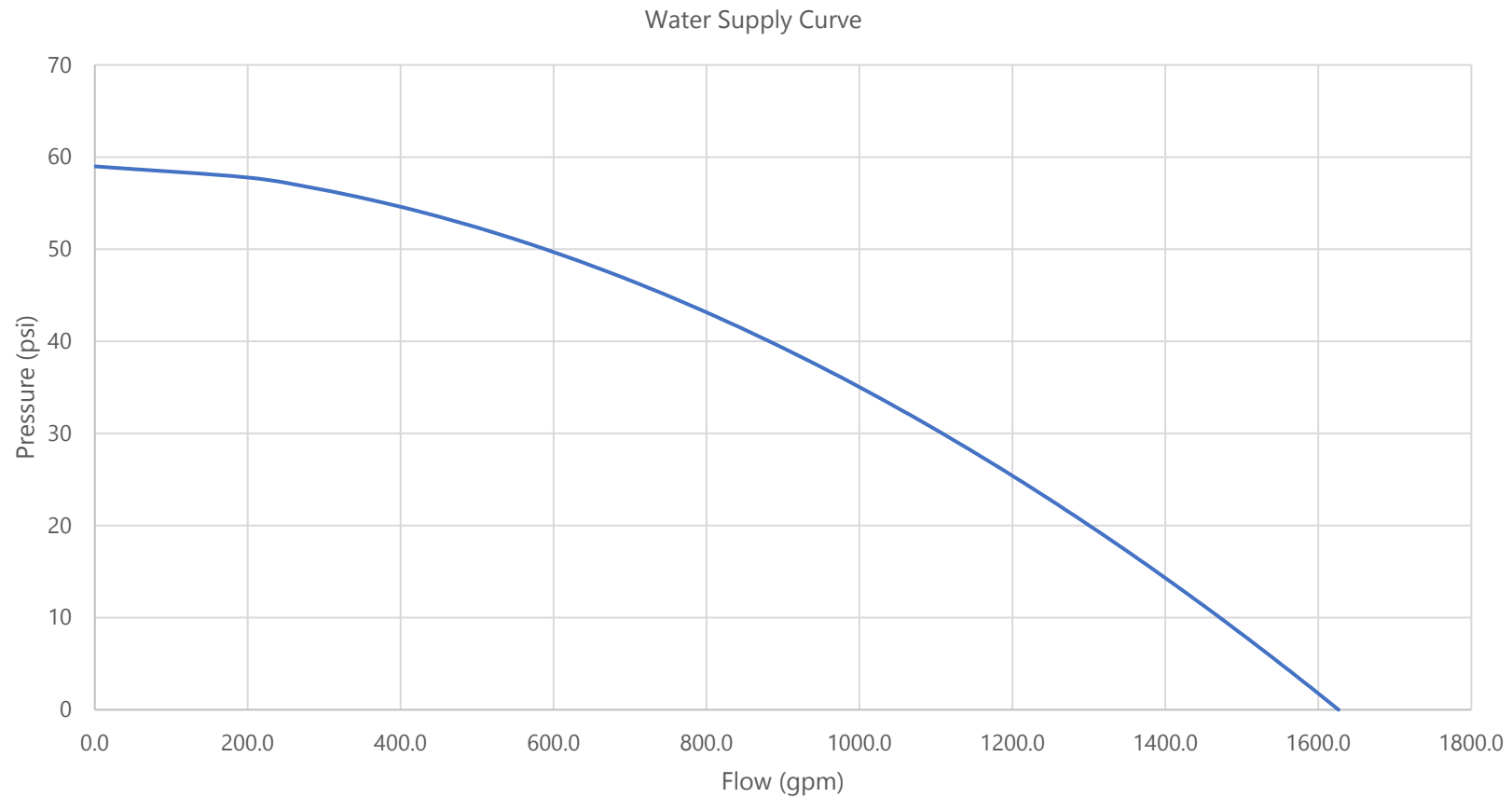
This asbestos inspection was limited to certain aspects of the building construction. These limitations restricted and/or prevented the complete inspection of hidden or inaccessible building materials. Furthermore, locations presenting a hazard to bystanders or the inspector were not assessed. The findings resulting from these inspections are valid as of the date this asbestos inspection was performed. However, changes in the condition of a structure may certainly occur with the passage of time whether due to natural processes or the works of man. Additionally, changes in applicable or appropriate standards may also occur possibly resulting from legislation or the expansion of knowledge.

Our investigation was conducted using the degree of care and skill ordinarily exercised by professional consultants under similar circumstances practicing in this or similar localities. Professional services have been performed; results associated with this asbestos inspection were obtained and reported in accordance with generally accepted principles and practices. No other representations, either expressed or implied, are made. Environmental Solutions Specialists, LLC is not responsible for independent conclusions, opinions or recommendations made by others. It should also be noted that as-built plans were not available for review or use in the planning of this asbestos inspection.



**Fire Hydrant Flow Test Report
Student Union Building**

| | | | | |
|--|---|--|---|--|
| Hydrant Flow Test Summary Data Static Pressure 59 psi Residual Pressure 45 psi Measured Flow 748 gpm Flow at 20 psi 1301 gpm NFPA 291 Rating A NFPA 291 Color Green Gauge #: Brandco | Residual Hydrant Data Location: SW corner of Holter Hall Elevation: 3302 ft (est) Number: Not numbered Color: Red Condition: Functional | | Notes and Water Supply Fluctuations, if Known Static pressure observed at 59 psi. No known seasonal fluctuations. Single hydrants test per NFPA 291 2022 edition. | |
| Flow Hydrant #1 Data Location: Same as residual hydrant Elevation: . ft (est) Number: . Color: . Condition: . Total Flow: 748 gpm | Flow Hydrant #1 Discharge Data | | | |
| | Outlet 1 device: 2" PN2GRV - OA psi: 20 gpm: 748 gauge#: RAT-006 | Outlet 2 device: Not Used psi: 0 gpm: 0 gauge#: | Outlet 3 device: Not Used psi: 0 gpm: 0 gauge#: | |
| Flow Hydrant #2 Data Location: . Elevation: . ft (est) Number: . Color: . Condition: . Total Flow: 0 gpm | Flow Hydrant #2 Discharge Data | | | |
| | Outlet 1 device: Not Used psi: 0 gpm: 0 gauge#: | Outlet 2 device: Not Used psi: 0 gpm: 0 gauge#: | Outlet 3 device: Not Used psi: 0 gpm: 0 gauge#: | |
| Flow Hydrant #3 Data Location: . Elevation: . ft (est) Number: . Color: . Condition: . Total Flow: 0 gpm | Flow Hydrant #3 Discharge Data | | | |
| | Outlet 1 device: Not Used psi: 0 gpm: 0 gauge#: | Outlet 2 device: Not Used psi: 0 gpm: 0 gauge#: | Outlet 3 device: Not Used psi: 0 gpm: 0 gauge#: | |
| Hose Monster flow charts available at: https://hosemonster.com/resources/ | | | | |



Additional Notes:
Test performed by Gus Gagliardi, PE.

Pictures





**Fire Suppression Hydraulic Calcs.
Student Union Building**

Purpose of Calculation

- 1 The purpose of this calculation is to demonstrate whether the existing water utility is adequate to supply the fire suppression demands. These calculations are intended as proof-of-concept; the contractor may revise system calculation and design parameters as long as compliance with the applicable criteria is maintained. This calculation is based on the kitchen which is the most hydraulically space in the building.

Applicable Criteria

- 2 The project is located in Goodwell, Oklahoma. OPSU adopts the editions of the code required by the state. As a result, those fire codes currently adopted by the State of Oklahoma and OUBCC will be used. As a result, these fire suppression system calculations are performed in accordance with those codes. If necessary for clarification, more recent NFPA standards (such as NFPA 13) may be referenced.
- 3 International Fire Code, 2015
- 4 NFPA 13 Standard for the Installation of Sprinkler Systems, 2013
- 5 Oklahoma State University Environmental Health & Safety Fire Sprinkler System Standard, September 2018

Water Supply Characteristics

- 6 The campus is fed by a water tower and OPSU maintains its own underground distribution system. A flow test was performed by Rated Engineering on March 8th 2023 and the results are indicated below.

| | | |
|----|----------------|----------|
| 7 | Static | 59 psi |
| 8 | Residual | 45 psi |
| 9 | Measured flow | 748 gpm |
| 10 | Flow at 20 psi | 1301 gpm |

Sprinkler System Characteristics

- 11 The sprinkler system protecting the facility will be the wet pipe type with quick response sprinklers. The building is a combination of kitchen, banquet hall, cafeteria, and office space. Refer to the fire sprinkler plan for more information about spaces and their classification.

| | | | |
|----|----------------------------------|----------------------------|--|
| 12 | Design density | 0.15 gpm/sq.ft. | NFPA 13 Figure 11.2.3.1.1 |
| 13 | Design area without adjustment | 1,500 sq.ft. | NFPA 13 Figure 11.2.3.1.1 |
| 14 | Quick response area reduction | 0 percent | not applicable |
| 15 | Ceiling slope increase | 0 percent | not applicable |
| 16 | Dry system area increase | 0 percent | not applicable |
| 17 | Design area with adjustments | 1,500 sq.ft. | NFPA 13 Figure 11.2.3.1.1 (1,500 sq.ft. minimum) |
| 18 | Coverage area per sprinkler | 130 sq.ft. | per NFPA 13 Table 8.6.2.2.1(a) |
| 19 | Number of design area sprinklers | 12 sprinklers | |
| 20 | K-Factor | 8.0 gpm/psi ^{0.5} | |

Automatic Sprinkler System Demand

| | | | |
|----|------------------------------|-----------------|----------------------------|
| 21 | Sprinkler starting pressure | 11 psi | <i>Pressure Check Good</i> |
| 22 | Minimum flow per sprinkler | 27 gpm | |
| 23 | Calculated density | 0.20 gpm/sq.ft. | |
| 24 | Overdischarge assumption | 120% | |
| 25 | Total sprinkler flow | 382 gpm | |
| 26 | Inside hose demand | 0 gpm | |
| 27 | Sprinkler Flow at BOR | 382 gpm | |



| | | | |
|----|--|-------------------|--|
| 28 | Outside Hose Demand | 250 gpm | NFPA 13 Table 11.2.3.1.2 |
| 29 | Sprinkler Flow at SOURCE | 632 gpm | |
| 30 | Required Duration | 60 min | NFPA 13 Table 11.2.3.1.2 |
| 31 | Usable Stored Water Required | 37,925 gal | automatic fire suppression system demand |
| 32 | Elevation of water supply | 0 ft | assumption |
| 33 | Elevation of remote sprinkler | 19 ft | |
| 34 | Elevation difference | 19 ft | |
| 35 | Elevation pressure | 9 psi | |
| 36 | Aboveground friction loss | 15 psi | budgetary, assumption |
| 37 | Backflow preventer loss | 6 psi | |
| 38 | Underground friction loss | 3 psi | |
| 39 | Other fixed loss | 0 psi | |
| 40 | Sprinkler Pressure at SOURCE | 44 psi | |
| 41 | Pressure Available at Design Flow | 49 psi | <i>Pressure Check Good</i> |
| 42 | Pressure Safety Margin | 5 psi | |

Fire Flow Calculations

| | | | |
|----|--|--------------------|--|
| 43 | OUBCC does not adopt appendix B of the International Fire Code. The calculation below indicates compliance with IFC appendix B to illustrate compliance with one of the industry standard methods of fire flow quantity. | | |
| 44 | Construction Type | IIB | -- |
| 45 | Fire Flow Calculation Area | 24,000 sq.ft. | |
| 46 | Fire Flow | 3,500 gpm | International Fire Code Table B105.1(2) |
| 47 | Reduction | 75% | International Fire Code Table B105.2 |
| 48 | Total Fire Flow | 1,000 gpm | International Fire Code Table B105.1(2) |
| 49 | Duration | 2 hours | International Fire Code Table B105.1(2) |
| 50 | Fire Flow Required Pressure | 20 psi | International Fire Code Table B105.1(2) keynote b. |
| 51 | Available Pressure at req. Fire Flow | 35 psi | <i>Pressure Check Good</i> |
| 52 | Usable Stored Water Required | 120,000 gal | |

Calculation Summary

| | | | |
|----|---|--|--|
| 53 | The existing water utility is adequate to serve the fire sprinkler demand and the fire flow demand. A fire pump is not required for the OPSU Student Union Renovation. The facility will be provided with an automatic wet pipe sprinkler system designed to ordinary hazard group 1. | | |
|----|---|--|--|



OSU Addressable Fire Alarm Standards



Environmental Health & Safety

Oklahoma State University



ADDRESSABLE FIRE ALARM SYSTEM STANDARD

Status

[illegible]

General

Scope

This standard outlines the requirements for an addressable fire alarm system for the Stillwater, Oklahoma campus. This standard shall be the basis of design for all campuses that fall under the Oklahoma Agricultural and Mechanical Colleges with the approval of the University Fire Marshal.

This standard addresses all materials, equipment and services necessary and required to design, install and test an addressable fire alarm system. Any material not specifically mentioned in this standard, or not shown on drawings, but required for proper performance and operation, shall be furnished and installed.

The contractor shall design, furnish and install a fully code compliant (complete and ready for operation) addressable fire alarm system; including control panel, software, schematics, detectors, manual pull stations, alarm devices, wiring, components, appurtenances and accessories, and all wiring and connections to devices furnished by others.

Codes, Ordinances, and Standards

The installation shall be made in accordance with the drawings, this standard, and the following:

- IFC, International Fire Code, current edition as recognized by Oklahoma state statute.
- NFPA 70, National Electric Code, current edition as recognized by Oklahoma state statute.
- NFPA 72, National Fire Alarm Code, current edition as recognized by Oklahoma state statute.
- NFPA 101, Life Safety Code, current edition as recognized by Oklahoma state statute.
- ADA (Americans with Disabilities Act)
- All applicable state and local codes.

All equipment and component parts shall be Underwriters Laboratories Listed and/or Factory Mutual Approved for use as a fire protective signaling system.

Architects' fire alarm drawings shall be used to indicate the area of protection. All symbols dictate the area of protection—not the location of devices. Contractor shall be responsible for proper location and coverage of all areas.

Contractor's proposal submission and shop plans shall be prepared by a manufacturer trained, NICET certified level 3 for fire alarm systems or a licensed fire protection engineer, and be an Oklahoma licensed Commercial Fire Alarm Technician employed by a licensed commercial fire alarm company.

The contractor shall correct, at no added cost, all equipment that is installed outside the above-mentioned codes. Authority Having Jurisdiction has the authority to accept or reject any installed equipment outside of these codes.

Workmanship

All work shall be performed by manufacturer trained and certified technicians licensed by the State of Oklahoma for fire alarm installation. All connections to fire alarm equipment shall be supervised by a NICET certified level 2 fire alarm systems technician, which shall be onsite while connection work is in progress.

Contractor Qualifications

The contractor shall provide on-call twenty-four (24) hour, seven (7) days-a-week service. Service personnel shall be available at any time for emergency service.

The contractor shall be a stocking distributor of all equipment included in the system to allow for immediate replacement of parts. In addition, the contractor shall have been actively engaged in this type of work for a period of not less than ten (10) years and located within ninety (90) miles of the owner.

The contractor shall be licensed by the state of Oklahoma to perform fire alarm work in the state of Oklahoma.

Submittals

The contractor shall submit three (3) complete sets of documentation to Long Range Facilities Planning (LRFP) for review. Documentation shall indicate the type, size, rating, style, catalog number, manufacturers' names, photos, and/or catalog data sheets for all items to ensure compliance with this standard. Upon delivery to Environmental Health and Safety (EHS) from LRFP, the review and return of submitted documentation to LRFP may take up to thirty (30) calendar days.

Documentation shall consist of, but is not limited to, the following:

1. List of data on the addressable fire alarm control panel:
 - CPU (Central Processing Unit)
 - Serial/parallel communication boards
 - Loop interface boards
 - Display interface board (LCD with operator keypad)
 - Up-to-date software version
 - Power supply
2. List of data on the field initiating and notification devices:
 - Monitor modules
 - Control modules
 - Addressable smoke detectors
 - Addressable heat detectors
 - Any other initiating devices (ex: duct detectors)

- Manual pull stations shall be Fire Lite BG-8, Notifier BNG-1R or Simplex 4099-9021 no grip
- Speaker/strobes
- Remote power supply

3. Voice evac:

- Audio voice message system
- Multi-channel amplifiers
- Speaker/strobes

The above-mentioned items are basic for a fire alarm system. Any other item that is required by code and building configuration shall be added to the above list.

This equipment shall be subject to the approval of the EHS and no equipment shall be ordered without this approval.

Equipment and devices are to be shown on the contract drawings. Provide the following shop drawings and lists.

- Complete one-line riser diagram showing all equipment and the size, type, and number of all conductors.
- Large-scale drawing of the Fire Command Center room.
- Large-scale drawing of all field panels.
- Provide calculations to support the size of standby batteries submitted.
- A complete floor-by-floor fire alarm plan, showing devices, zone layout and wire interconnections.
- A complete flow chart or outline of the programming that is going to be used for the fire alarm panel.
 - Main subroutine: (general alarm, system disables)
 - Subroutines: (zones, buildings, wings, floors and large areas)
 - Sub-subroutines: (auditoriums, large classrooms, and any rooms that have more than three (3) initiating devices)

System Description and Function

The addressable automatic fire alarm system shall consist of a main control panel, remote power supply panels, remote control panels, detection devices, manual stations, HVAC fan relay control modules, and magnetically-held fire door relay control modules that are wired in accordance with the schedule on the drawings and shall function as specified herein. The system shall be capable of being expanded at any time.

The system shall be capable of operating both addressable and non-addressable thermal and photoelectric detecting devices, manual stations, sprinkler supervisory switches and water-flow switches.

- Supervisory switches shall be set up for supervisory (trouble) causing only.

The system shall function as follows when any smoke detector, heat detector, duct detector, manual pull station or water flow switch operates:

- Sound the required audible notification devices as shown on the drawings.
 - Activate the EVAC message.
- Illuminate all visual notification devices as shown on the drawings.
- Automatically notify the fire department via the OSU central reporting station. Contact Facilities Management, MEP Life Safety group for account number, phone numbers or any other required information and programming.
- Display the device(s) and location of the device(s) in alarm and in trouble on the LCD Display and interactive display system.
- Conventional zones (monitor modules) are to display the area of protection.
- Light an indicating lamp on the device initiating the alarm.
- Shut down the HVAC system and operate dampers as shown on the drawings.
- Close all magnetically-held fire doors as shown on the drawings.
- Operate smoke removal systems, if required for that initiating device.
- Activate emergency elevator operation, if required for that initiating device.
- Activate natural gas shutoff (only if alarm exists in the area of natural gas).

NOTE: There shall be no limit, other than the maximum system capacity, as to the number of addressable devices that may be in alarm simultaneously.

The system shall function as follows when a building, zone, floor, and/or device are disabled.

When the building is disabled:

- All notification devices in that building shall not be activated.
- All AHU and fire doors in that building shall not be activated.
- Transmission of fire alarm signal shall not be activated.

When the zone is disabled:

- All notification devices within that zone shall not be activated.

- All AHU and fire doors within that zone shall not be activated.
- Transmission of fire alarm signal shall not be activated.
- All other areas outside the disabled zone shall activate the fire alarm system and its programmed functions.

When the floor is disabled:

- All notification devices on that floor shall not be activated.
- All AHU and fire doors on that floor shall not be activated.
- Transmission of fire alarm signal shall not be activated.
- All other areas outside the disabled floor shall activate the fire alarm system and its programmed functions.

When the sprinkler system alarm circuit is disabled:

- All notification devices shall not be activated.
- All AHU and fire doors shall not be activated.
- Transmission of fire alarm signal shall not be activated.
- All other parts of the fire alarm system shall activate the fire alarm system and its programmed function.

Products

General

All materials, equipment, accessories, devices and other facilities and appurtenances covered by these standards or noted on the contract drawings and on the contractor's approved working drawings and installations shall be up to date, new, best suited for its intended use and shall conform to applicable and recognized standards for their use. All equipment shall be the standard cataloged products of a single manufacturer for the system being installed with the exception of the manual stations (Notifier Model BNG-1R, Fire Lite BG-8 or Simplex 4099-9021 no grip), and the Emergency Notification Interior System Interface (ISI) (RTU-ISI) . . . NO SUBSTITUTES.

Since this system is to be part of an overall existing campus fire alarm system, NO FIRE ALARM CONTROL PANEL OTHER THAN A SIMPLEX GRINNELL 4100ES, or NOTIFIER NFS2-3030 shall be accepted for the equipment specified in this section.

Control Equipment

Fire Alarm Control Panel (FACP)

The FACP shall provide power, annunciation, supervision and control for the detection and alarm system. The FACP shall be modular in construction and contain all necessary integrated modules to operate in accordance with this section and the applicable drawings.

The system shall provide fail-safe operation, i.e. incoming alarms shall automatically override all other modes of operation, and the panel shall automatically return to normal operating mode from any operator-initiated mode.

Dynamic supervision of system electronics, wiring, and detection devices shall be provided by the control system. Failure of system hardware or wiring shall be indicated by type and location on the alphanumeric annunciator. Ground fault detection shall be provided for all initiating and audible circuits. Lamp test capability shall be provided for all visual panel indicators.

A service mode shall permit the arming and disarming of individual detection devices and a group of detection devices (zones). Status of these devices shall be displayed upon command from the control panel. If any change in status degrades system operation as configured, a trouble condition shall be reported and remain until system operation again meets configured status.

Panel shall be capable and programmed for one button operation for the following bypasses: speaker/strobe, AHU, elevator and sprinkler.

Owner shall be capable of entering the FACP programming software to make changes when needed.

No audible signal shall be heard from the fire alarm control panel upon receiving a trouble signal.

Fire Alarm Control Panel shall be installed in a room or location that has been approved by the University Fire Marshal.

Power Supply Panels

Fire alarm control panel power

The primary power supply shall operate from 120 volts AC. Power shall originate from either an emergency panel located at the main distribution panel or an emergency generator panel.

- 120 volt AC power shall be dedicated to the fire alarm system panels only. Powers supply panel location will be annotated inside control panel.
- Breaker shall be marked in red, labeled as Fire Alarm and locked to the on position.

The secondary power supply shall consist of batteries and a charger, enabling automatic switching to battery power in the event of loss of power from the primary supply and switching back to the primary power supply when it is restored. An automatic tapering charge battery charger capable of fully recharging the batteries in twelve (12) hours shall be supplied to maintain the batteries. Supervision of battery connections, battery fuse or breaker, and battery condition shall be provided and shall produce a trouble signal when any condition occurs that would prevent operation of the secondary power supply.

Remote Power Supply (Notification and Auxiliary)

There shall be at least four (4) 24-volt outputs per remote power supply. Each output shall be used for audio, visual, and auxiliary (AHU or fire doors).

Shall be activated by the fire alarm control panel.

Shall operate from 120-volts AC. (Receive AC power from the same power supply/ panel as the FACP AC power).

There shall be a second source of power that consists of batteries and charger enabling automatic switching to battery power in the event of loss of power from the primary supply and switching back to the primary power supply when it is restored. An automatic tapering charge, battery charger capable of fully recharging the batteries in twelve (12) hours shall be supplied to maintain the batteries.

There shall be supervision of the following:

- Main power source.
- Battery and charger.
- All output circuits.
- Ground faults.

Note: The supervisory signal shall be sent to the Fire Alarm Control Panel. There shall be proper annunciation of the remote power supply panels.

Remote power supply panels shall be installed no more than six feet (6') above the floor, measured from the top of the remote power supply panel and easily accessible. Location shall be approved by EHS.

Locate remote power supply in the building area in which it is being used.

Indicators

The FACP shall provide an alphanumeric display, which shall provide a user definable message associated with each heat, smoke, control module, monitor module, remote power supply or zone.

Normal conditions shall be indicated by a green light, trouble conditions by an amber light, and fire conditions by a red light. Trouble indicating lights shall automatically reset when trouble conditions are cleared. Fire indicating lights must remain lit at the control panel until manually reset.

Remote annunciators shall display the alarm and trouble message on LCD alphanumeric display. The annunciator shall also be capable of silencing the alarm signal. The annunciator shall be placed in a cabinet with a window door and locked.

- Remote annunciator shall have the capability of selective zone paging.

Remote annunciator(s) shall be located at a main entrance on the first floor of a building/wing, other annunciators may be required, dependent on building configuration. EHS shall give the approval of the location.

Signal Initiation Circuits

Individual input and output device addressability shall be performed on the same pair of wires. Wiring shall be class B. No special wiring sequence shall be required on addressable device circuits. An unlimited number of wiring branches shall be permitted with no loss of supervision. All wiring branch origination points shall be indicated on the "as-built" drawings. Addressable detection devices shall be individually identified by the system using user-defined messages. The system shall be capable of reading the sensitivity of remote addressable ionization and photoelectric detection devices.

All smoke detectors shall provide alarm verification via the control panel.

All control function of the smoke detectors shall be provided via the control panel, and software control.

All smoke detector sensitivities shall be controlled by the FACP. System shall be capable of showing all smoke detector values.

There shall be twenty percent (20%) of device space available for each signal initiation circuit for future expansion.

Each floor shall have its own signal initiation circuit installed.

Notification Circuits

Audible notification circuits

At least two (2) class B supervised, general alarm, audible notification output circuits shall be provided. It shall be possible to disarm these output circuits from the control panel without the disconnection of wiring. Disarming these output circuits shall cause a trouble signal to be generated and shall also indicate, by user-defined message on the alphanumeric display, the cause of the trouble signal.

The disarming of audible notification devices shall be set for building disarm, floor disarm, and zone disarm.

These output circuits can be used to activate the remote power supply panels.

Each floor shall have its own audible notification circuit installed

Voice evacuation (required)

Emergency voice/alarm communications service shall be provided by a system with automatic or manual voice capability that is installed to provide voice instructions to the building occupants.

In response to an initiating signal indicating a fire emergency, the system shall automatically transmit a message (that has been recorded by the user) either immediately or after a delay acceptable to the authority having jurisdiction, consisting of the following:

- A tone of a “whooping” sound of three (3) seconds to ten (10) seconds duration followed by a message. An example of a message may be: “MAY I HAVE YOUR ATTENTION PLEASE? MAY I HAVE YOUR ATTENTION PLEASE? THERE HAS BEEN A FIRE EMERGENCY REPORTED IN THE BUILDING, PLEASE GO TO THE NEAREST EXIT AND LEAVE THE BUILDING. DO NOT USE THE ELEVATORS.” Then repeat the tone and message until silenced by the user.

Failure of the message described above, where used, shall sound the evacuation signal (whooping sound) automatically. Provisions for manual initiation of voice instructions or evacuation signal generation shall be provided.

Live voice instructions shall override all previously initiated signals on that channel and shall have priority over any subsequent automatically initiated signals on that channel.

System shall be capable of multi-channel operation.

All other requirements by code shall comply with NFPA 72.

Speakers shall be set up for building, wing, floor, and zone notification. Shall be capable of selecting, activating or deactivating the speakers by building, wing, floor, or zone individually.

Visual notification circuits

At least one (1) supervised general alarm visual output circuit shall be provided. It shall be possible to disarm this output circuit from the control panel without the disconnection of wiring. Disarming this output circuit shall cause a trouble signal to be generated and shall also indicate the cause of the trouble signal by a user-defined message on the alphanumeric display.

The disarming of the visual notification devices shall be capable of building, floor, or zones disarm.

Do not overload the fire alarm control panel power supply. There shall be a separate power supply or output circuit from the remote power supply for the visual notification devices. This supply of power shall have supervision capabilities and shall be monitored by the fire alarm control panel.

Each floor shall have its own visual notification circuit installed.

Central station notification

Automatically notify the fire department via the OSU central reporting station. Contact Facilities Management, MEP Life Safety group for more information.

Emergency notification Interior System Interface (ISI)

The ISI controller shall be an American Signal Corporation (ASC) Model # RTU-ISI, and shall be obtained through SimplexGrinnell of Tulsa, Oklahoma. NO SUBSTITUTIONS SHALL BE ALLOWED.

The ISI controller must be capable of interfacing with the SimplexGrinnell 4100ES or Notifier NFS2-3030, fire alarm panel allowing activation/control all speaker circuits. This will be achieved through relay contact closure and a 1-volt peak to peak line level audio Input. This relay contact must have a minimum rating of 5 amperes at 240-volts AC. Controller must operate with an input power of either 120 or 240-volts AC, field selectable. Additional capability must be available in the controller to generate signals with special timing requirements. A *CANCEL* signal must be available to immediately halt an active signal.

The controller will be contained in a weatherproof enclosure suitable for outdoor environments. All metallic surfaces will be painted or otherwise protected to retard corrosion.

The controller should use state-of-the-art electronics in its design. All controller information shall be contained in EEPROM memory, and shall be field changeable for programming changes. A modular design shall be employed to aid in servicing requirements.

The controller will use an FSK-FM (Frequency Shift Keyed Frequency Modulated) method for data communication. This FSK-FM data stream will have additional security features available to prevent false ISI activation from "hackers." The data packet format must be compatible with the system currently in operation at Oklahoma State University. The use of two-tone or DTMF communications for control are not acceptable.

Radio communications must be compatible with a radio frequency of the existing radio signaling protocol currently in use at Oklahoma State University. The ISI controller shall have circuitry, which will wait for channel availability before communications are initiated.

The ISI controller will provide status monitoring to the central activation sites. The controller will provide status change indications for controller door open (tampering), AC power fail, and low battery voltage. These status changes will be reported immediately when the condition occurs.

Each controller will have a backup battery to operate the electronics and radio transceiver in case of AC mains failure. A built-in charger system will keep the battery at full charge during normal operation.

The controller will have capability for local activation. A total of six (6) functions must be available for use, along with a cancel function. Each function button must be programmable via software to activate any standard signal or custom signal. Local operation of ISI will be reported to the central activation sites.

Each controller will be identified to the master system by use of a three (3) character address. Each ISI address will be assigned by the manufacturer in accordance to the existing schematic developed for Oklahoma State University in conjunction with SimplexGrinnell management according to its quadrant numbering plan.

Auxiliary Output Circuits and Devices

General

Individual input and output device addressability shall be performed on the same pair of wires. Addressable relay control devices shall be individually and collectively (group) controlled within

the programming. It shall be possible to disarm these addressable relay control devices from the control panel without the disconnection of wiring. Disarming any of these addressable relay control devices shall cause a trouble signal to be generated and shall also indicate by user-defined message on the alphanumeric display the group disarmed. It shall be possible to activate these addressable relay control devices individually from the control panel.

If auxiliary devices require 24-volt DC power, this power will be supplied by the FACP or the use of a 24-volt output from the remote power supply.

Air handling unit shutdown

HVAC fan shutdown shall be achieved by the use of addressable relay control modules.

The addressable relay control module shall be designated for HVAC control only. No other equipment shall be controlled by this device.

Smoke/fire door release and access control doors

Magnetically-held fire door release shall be achieved by the use of addressable relay control modules.

Access control doors shall unlock by addressable relay control modules.

The addressable relay control module shall be designated for fire door control only. No other equipment shall be controlled by this device.

Smoke removal system control

Smoke removal system actuation (if required) shall be achieved by the use of addressable relay control modules. The initiating devices controlling this addressable relay control module shall be as indicated on the drawings.

The addressable relay control module shall be designated for smoke removal control only. No other equipment shall be controlled by this device.

The capability of remote operation of the smoke removal system shall be installed next to the FACP.

Fire and smoke damper control

Fire and smoke damper control shall be achieved by the use of addressable relay control modules. The initiating devices controlling this addressable relay control module shall be as indicated on the drawings.

The addressable relay control module shall be designated for fire and smoke damper control only. No other equipment shall be controlled by this device.

Emergency elevator control

Emergency elevator control shall be achieved by the use of addressable relay control modules. The initiating devices controlling this addressable relay control module shall be as indicated on the drawings.

The addressable relay control module shall be designated for elevator control only. No other equipment shall be controlled by this device.

Natural gas shut off

The natural gas shut off (if required) shall shut the gas off in an area where natural gas is used.
Example- Kitchen: It shall be achieved by the use of addressable relay control modules.

The addressable relay control module shall be designated for natural gas shut off control only. No other equipment shall be controlled by this device.

Cabinet(s)

The FACP cabinet shall be of the surface, semi-flush or flush mount type and shall compactly house all solid state cards, indicating lamps, switches, power supply panels, batteries, etc. for the system. The power supply and batteries will be mounted in the FACP cabinet. All lamps and controls shall be behind a hinged locked door ("dead front") with glass or plastic vision panel(s) and lock.

Devices

AC Power

FACP

Dedicated branch circuit shall be used for the FACP power supply and no other non-fire alarm systems or components. There shall be a surge protector installed in the FACP. Location of power supply breaker will be annotated inside FACP.

Remote power supply

Dedicated branch circuit shall be used for the remote power supply and no other non-fire alarm systems or components. There shall be a surge protector installed for the remote power supply. Location of power supply breaker will be annotated inside remote power supply.

Batteries

Approved gel cell-type batteries shall be provided as an emergency power source to power the system (FACP and remote power supply panels) in the event of power failure. Batteries shall be of sufficient capacity to power the system under trouble and standby conditions for twenty-four (24) hours and to operate all notification appliances for at least five (5) minutes to the end of this period. Batteries shall be seven (7) amp hours capacity as a minimum.

Locks and Keys

All locks shall be keyed to one of the following 17021, 17003 or "B" key.

- All locks that do not operate with one of the listed keys shall be replaced with a lock that does work.
- With the exception of EHS specified pull boxes, all fire alarm devices associated with the fire alarm panel, shall be keyed the same as the fire alarm panel.

Close security of all keys to the alarm system is a requirement of this standard. The equipment supplier shall have the responsibility of retaining all except two (2) keys that are to be checked out to the contractor for construction and tests. (Additional keys may be obtained by the contractor from the Key Department if needed.) The equipment supplier shall transfer all keys to the Key Department when the equipment is delivered to the contractor. The contractor shall return all keys to the Key Department at the completion of the job.

Manual Fire Alarm Stations

To maintain uniformity on the campus, THERE SHALL BE NO SUBSTITUTES for NOTIFIER MODEL BNG-1R, FIRE LITE BG-8 or SIMPLEX 4099-9021 NO GRIP. The lock shall be keyed to the, 17021 or 17003 key lock for test purposes. Manual fire alarm stations shall be provided with addressable monitor modules.

Notification Appliances

Speaker/strobes combination, speaker only, and strobe only.

- Audio/visual notification appliances shall be speaker-strobe designed for flush, wall or ceiling mounting. All necessary adapters to achieve the mounting style specified shall be furnished. All appliances shall be red, white or black in color, with white strobe lamp.
- The sound level of the audio devices shall meet all current standards for audibility and intelligibility designed to endure Common Intelligibility Standard (CIS) rating of .7 or sound transmission index of .5.
- All devices shall be ceiling mounted. If the device cannot be ceiling mounted, the wall location shall be approved by the University Architect and the University Fire Marshal.
- The tops of wall mounted audio devices shall be located no less than ninety inches (90") above the finished floor. If the required height cannot be achieved, they shall be located no less than six inches (6") below the finished ceiling.
- The location of wall mounted audio/visual and visual devices shall have their bottoms at heights above the finished floor of not less than eighty inches (80") and no greater than ninety-six inches (96").

EVAC speakers and EVAC speakers/strobe combination

Speakers and their enclosures shall be listed for voice/alarm signaling service and installed in accordance with (1) of this section and NFPA 72.

Smoke Detectors

Smoke detectors shall be addressable photoelectric smoke detectors as indicated on the drawings. It shall be possible to electronically measure and/or adjust the sensitivity of each individual addressable detector from the control panel.

All smoke detectors shall be installed at least three feet (3') from the air supply diffusers. Any smoke detector that is within three feet (3') shall be moved to meet this requirement.

Smoke detectors/duct detectors shall be installed within five (5) horizontal feet from any smoke damper.

Thermal Detectors

Thermal detectors shall be addressable devices. Each addressable thermal detector shall be individually annunciated on the control panel. Thermal detectors shall have an integral alarm LED.

Thermal detectors can be rate of rise or of fixed operation, dependent on location of installation. Type of detector used shall be approved by EHS.

Wire

Wire shall be insulated, solid, copper conductors meeting the requirements of the current edition of the National Electrical Code (NFPA 70), current edition. Any deviations shall be submitted to the University Fire Marshal for approval.

Signaling Line Circuit: (SLC)

A minimum of 18-gauge, 2-conductor, solid copper, shielded, fire-rated plenum wire.

General Alarm Circuits:

A minimum of 14-gauge, 2-conductor, solid-copper, fire-rated plenum wire.

Speaker Circuits:

A minimum of 14-gauge, 2-conductor, solid-copper, shielded, fire-rated plenum wire.

Accessory Circuits:

A minimum of 14-gauge, solid-copper fire-rated plenum wire.

AC Power:

As recommended by Equipment Manufacturer and NFPA 70.

Execution

Installation

NO INSTALLATION SHALL BE DONE WITHOUT DRAWINGS APPROVED BY THE UNIVERSITY ARCHITECT AND THE OWNER'S SAFETY DEPARTMENT.

The architect and contractor will be responsible for the proper location of all detectors in relation to air conditioning outlets, walls, windows, doors, equipment, etc. and for spacing, location and testing of detectors in accordance with NFPA 72. Any improperly located detectors will be relocated at no added expense of the owner. (NOTE: Locations shown on plans are approximate and are intended as a guide only.)

The contractor shall be responsible for the integrity and testing of all field wiring prior to connection and procure the services of the manufacturer trained or authorized factory representative to make all final connections at the control panel. After final connections are made, all devices and controls shall be adjusted and tested by the manufacturer trained or authorized factory representative who is NICET certified level 2 for fire alarm systems.

All wiring shall be in three quarter inch (3/4") minimum EMT thin-wall conduit. All system junction box covers shall be painted red and provided with labels that say "FIRE ALARM". No wiring other than that directly associated with fire alarm detection, alarm or auxiliary fire protection functions shall be permitted in fire alarm conduits.

All wires shall be connected and labeled with the proper circuit name in the junction boxes. An appropriate sized Hoffman box with installed terminal boards of sufficient quantity for current installation and future expansion shall be installed on every floor and for every zone.

All fire alarm circuits shall enter from the hallway into the room.

Transposing or changing color-coding of wires shall not be permitted. All conductors in conduit containing more than one wire shall be labeled on each end with "E-Z markers" or equivalent. ("Sleeve" type labels will not be acceptable). Cabinet terminals shall be numbered and labeled. All controls, function switches, etc. shall be clearly labeled on all equipment panels.

Signaling line circuits (addressable circuits) shall be placed in separate grounded metallic conduits from all other types of circuits.

Audible-visual notification appliances shall be installed as recommended by NFPA 72.

Manual fire alarm stations shall be installed with the tops of the boxes no more than forty-eight inches (48") above finished floor level.

A one-half inch (1/2") conduit with one four-pair cable (22-gauge conductors) shall be run from the fire alarm control panel to the main telephone service entrance box to facilitate connection of the leased telephone lines. This line shall be tagged "FIRE" at the telephone cabinet.

All notifications and initiating devices shall be readily accessible for maintenance.

Conduit fill shall not exceed forty percent (40%) of conduit capacity.

A three-quarter inch (3/4") conduit with two (2) LAN cables shall be run from the fire alarm panel to the main data room to facilitate future connection of remote interface/networking capabilities.

Testing and Certification

A certificate of compliance (NFPA 72, current edition) shall be prepared. A preliminary copy of the certificate shall be given to the owner after completion of the installation wiring tests and a final copy after completion of the operational acceptance tests.

The contractor shall furnish two (2) copies of a complete set of "as-built" plans (one (1) full size and one (1) half size paper sets and one (1) electronic copy in PDF format) before the start of the acceptance test. These plans shall show the location of all equipment, conduit runs, wiring color codes, location, size and number of conductors, location of all junction boxes, etc., as installed; they shall also show and identify all connections made inside control equipment as installed.

The authorized factory representative shall measure and adjust each of the detectors to the required stable sensitivity setting. This must be performed at the operational location of the unit and under normal operational environmental conditions in the area. Bench settings are not acceptable. All tests and report costs shall be included in the contract price. A checkout report shall be prepared by the technician and submitted in triplicate, one copy of which will be registered with the equipment manufacturer. The report shall include, but not be limited to, the following:

- Name of property
- Address
- Installer company name, address, and representative
- A complete list of equipment installed and wired
- Indication that all equipment is properly installed and that it functions according to the specifications of the manufacturer and conforms to these standards
- Serial number, location by zone and model number for each installed detector
- Voltage (sensitivity) setting for each smoke detector measured in place with HVAC operating
- Response time on thermostats and flame detectors (if used)
- Technician's name, certificate number and date

Before final acceptance of work, the contractor shall deliver one (1) hard copy set and one (1) electronic set in PDF format of a complete "Operating and Maintenance Manual." Each manual shall contain, but not be limited to, individual factory issued manuals containing all technical and programming information on each piece of equipment installed. In the event such manuals are not obtainable from the factory, it shall be the responsibility of the contractor to compile and include them. Advertising brochures or operational instructions shall not be used in lieu of the required technical manuals.

Following installation, the entire system, including all signal-initiating devices, supervisory devices, alarm notification appliances, and controls shall be given a thorough operating test by the Contractor. The acceptance test shall be as recommended in NFPA 72. Smoke detectors shall be tested with smoke. A twenty-four (24) hour test of the system to verify system standby battery capacity as herein specified will also be made by the Contractor. These tests shall be witnessed by

representatives of the University Architect, OSU Safety Department, and others they may wish to have present. At this time, these representatives will also make a thorough check of device and wiring installation, location, and accessibility. Any faults or discrepancies found shall be corrected immediately and re-checked and/or re-tested, as deemed necessary by the Owner, to assure proper operation and ease of maintenance.

Acceptance of the system shall also require a demonstration of the stability of the system. This shall be adequately demonstrated if the system operates for a ninety (90) day test period without any trouble signals or unwarranted alarms. Should a trouble signal and/or unwarranted alarm(s) occur, the contractor shall readjust or replace the detector(s), module(s), wire(s), and any other device(s), and begin another ninety (90) day test period. This test shall not start until after the satisfactory operational acceptance testing is completed.

THE OPERATIONAL ACCEPTANCE TESTS WILL NOT BE MADE WITHOUT THESE ITEMS!

Training and Maintenance

The Contractor shall provide a qualified representative for up to one (1) day to instruct assigned representatives of the Owner in the operation of the system. The Contractor shall also provide the instruction on programming of the system; this includes the programming manual of the software for the fire alarm panel.

The Instruction manual for programming, Owner Manual, Operations Manual, Schematics, Software and Laptop Computer Communication port cable connectors shall be sent to the Oklahoma State University Environmental Health & Safety Dept.

Warranty

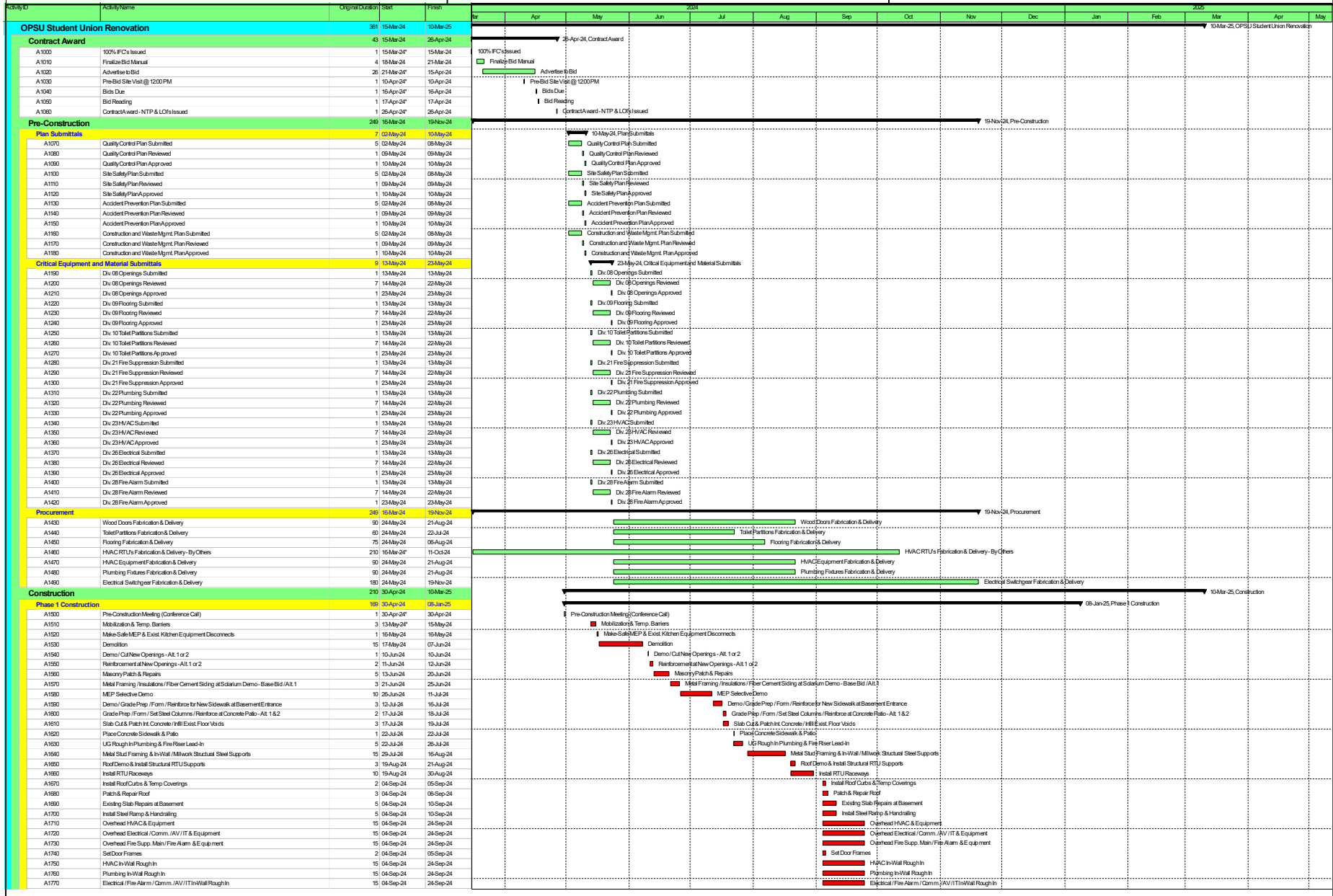
Warranty all control equipment, analog sensors and addressable I/O modules for one (1) year or as per manufacture coverage warranty, whichever is greater, from date of acceptance. All other materials, peripherals, installation, and workmanship shall be under warranty for one (1) year from date of acceptance. Any defects appearing within these times shall be remedied at no added cost to the Owner, within a reasonable time after notice. Warranty period will start upon successful system acceptance after a ninety (90) day test period without any trouble signals or unwarranted alarms as stated in section 4.02, paragraph F of this standard.



Preliminary Project Schedule

OPSU Student Union Renovation

Preliminary Project Schedule 03.18.24



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