INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

Due to the issues with COVID-19 we will not be having a pre-bid meeting.

2. Receipt and Opening of Bids:

M. Ross, Inc. (herein called Construction Manager) acting as Construction Manager for Cherokee Nation Property Management L.L.C. (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in.

Due to the issues with COVID-19

All bid package documents shall be filled out and e-mailed to Cherokee Nation Businesses at the following address:

Pre Eng.3c3vkei8p6zfgzjy@u.box.com

Cherokee Nation Businesses.

ATT: Tina Jones

and designated as:

Cherokee Nation - Wilma P. Mankiller Health Clinic Expansion

Bid Package #: 13A Pre-Engineered Metal Building

Cherokee Nation Property Management or the Construction Manager expressly reserves the right to waive any formalities or minor irregularities and to reject any or all bids. Combination of Bid Packages may be subject to rejection. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

Bids submitted must be e-mailed no later than August 21, 2020.

Bids will be opened in private by Cherokee Nation Property Management and M. Ross, Inc.

3. <u>Preparation of Bid:</u>

- a. Each bid proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, ink or typewritten in both words and figures. In the event of a discrepancy, words will take precedence.
- b. Bidder shall submit proposals using the prescribed forms included herein. Bidder must also include an electronic version on a USB thumb drive.
- c. Bidders must deposit with each bid, security in the amount and form and subject to all conditions provided for in the Instructions to Bidders.
- d. Each bidder will be required to fill out Cherokee Nation Previous Work History Form.

- e. Contractor's Qualification Statements, AIA Document A305, with all blanks filled in and properly executed and all requested information attached, shall accompany bid proposal. A financial statement is not required with the qualification statement; however, the bidder may be required to submit a notarized current statement within 72-hours after the bid opening. This AIA Document A305 is not required to be submitted with purchase order bids.
- f. Bidders must submit with each bid a Non -Collusion Affidavit.
- g. Bidders must submit with each bid a Business Relationship Affidavit.
- h. Bid shall be delivered in a sealed envelope clearly marked with project name, name of bidder and bid package number.
- i. Bidder shall include TERO Certification front and back (if applicable)
- j. Bidder shall include CDIB Card (if applicable)
- k. Bidder must submit Certificate of Insurance with each bid

4. Qualifications of Bidder:

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

5. Bid Security:

Each bid must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner or Construction Manager, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the bid opening, and the remaining checks or bid bonds will be returned promptly after the Owner or Construction Manager and the accepted bidder have executed the Agreement for Construction, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he or she has not been notified of the acceptance of his bid.

6. Liquidated Damages for Failure to Enter into the Agreement for Construction:

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

7. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to construction of the Project and the employment of labor thereon and all **TERO REQUIREMENTS**. It is mandatory that all bidders visit the site prior to submitting a bid. While the drawings and specifications are intended to indicate the physical scope of the project, each bidder is encouraged to closely examine the site in order to determine the most precise quantities of labor and material required to complete the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Agreement. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or **existing building operations**.

It is understood and agreed that the work shall be completed and performed according to the true intent, meaning and spirit of the Contract documents, and should anything be omitted from the Contract documents, which are intended to cover all work necessary to complete the project in a first-class workmanlike manner, then the Contractor shall secure written instructions from the Construction Manager before proceeding with the work affected or to be affected by such omissions and discrepancies.

8. Addenda and Interpretations:

Any question as to meaning or interpretation of plans and specification should be taken up with the Contracting Officer prior to submitting proposals. No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Tina Jones, Contracting Officer at Tina.Jones@cnent.com Questions must be received at least seven (7) working days prior to date fixed for opening of bids. Any and all such interpretations and supplemental instructions will be in the form of a written addenda to the specification. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract documents.

9. <u>Security for Faithful Performance</u>:

Simultaneously with his delivery of the executed Agreement for Construction the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Agreement, for the payments of all persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement, and for defects in materials and workmanship. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner or Construction Manager and licensed to do business in the State of Oklahoma.

10. <u>Power of Attorney</u>:

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

11. Notice of Special Conditions:

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

a. Insurance requirements

b. Pre-bid Conference

12. Not Used

13. <u>TERO Certified Business Process:</u>

- a. Reference the attached TERO Legislative Act 01-14 dated January 15, 2014. This document is An Act of Amending LA 30-12, "Cherokee Nation Employment Rights Act"
- b. Subcontractors are to EXCLUDE the cost for Section 5; Title 40, § 1011; T. Employee Rights Fee of one-half (½) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.
- c. Subcontractors are required to provide a \$25.00 per day work permit for non-native workers.

14. <u>Sales Tax Exemption</u>:

Owner will pay material invoices direct to supplier for all invoices greater than \$500.00. Subcontractors will be responsible for all other taxes.

15. <u>Examination of Site</u>

Contractor shall set up an appointment with the Project Manager, Chad Bell at M. Ross, Inc., phone (918)441-8633, or at email address chadbell77@hotmail.com to personally examine site, making notes of existing conditions, comparing such with the plans and specifications, and be fully satisfied as to conditions of such before submitting his proposal. No allowance shall be subsequently made to the Contractor by reason of any error on his part.

16. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Construction Manager and to fully complete the project within the number of days specified in the "Instructions to Bidders".

17. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Pre-Engineered Metal Building is May 1, 2021

Stilwell, Oklahoma

WORK PACKAGE # 13A Pre-Engineered Metal Building

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SCOPE SUMMARY:

DIVISION: 0 - LEGAL DOCUMENTS Complete;
DIVISION: 1 - GENERAL REQUIREMENTS As Applicable;
SECTION 13 3419 - Metal Building Systems Complete

In the event of a conflict or ambiguity between the following "clarifications" to the scope of Work and the contract documents, the contract documents shall control. The following "Scope Clarifications" are intended to emphasize, amplify, and clarify the work of this package, and do not supersede contract documents or in any way list every item of work required by contract documents for this work package.

Terminology

Contractor shall mean work package Bidder Construction Manager (CM) shall mean M. Ross, Inc.

GENERAL SCOPE OF WORK INCLUSIONS:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide **Pre-Engineered Metal Building** for the **Wilma P. Mankiller Health Clinic -** located at 840 RR6 Stilwell, OK 74960, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on drawings. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for particular items referenced. (Please note: The word "provide" when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work".)

BID PACKAGE SCOPE ITEMS:

- 1. Include in pricing any and all mobilizations that may be required due to the canopy or any other tasks that may be required to be completed at a later date. Provide remobilization costs separately on bid form.
- 2. Work hours will need to be flexible as to keep disruption or displacement to employees and patrons to a minimum. After hours and weekend work will be acceptable with prior notice to avoid disruption.
- 3. Provide complete shop drawings and submittal information for the work as required by the contract documents Two (4) weeks after Letter of Intent.
- 4. All Metal and Steel Package features of work. It is the intent to have this contractor perform all work complete and as required with exception of specific items as so stated in "Scope of Work Exclusions".
- 5. Provide and install complete all Pre-Engineered Metal Building in accordance with specification, "133419 Metal Building Systems", as indicated and as required including but not necessarily limited to: anchor bolts, anchor bolt assemblies, sheet metal anchor bolt templates, columns, beams, rolled steel channels and purlins, insulation, sheeting, interior wainscot sheeting, all trim, caps, guttering, etc...., cross bracing, opening frames, canopy framing, miscellaneous angles and clips.
- 6. Provide welder's certification for all welders on site.
- 7. A qualified rigger, signaler, and crane operator are required to be used at all times when a crane is in operation.

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- 8. Make sure crane is within the correct distance from electrical lines
- 9. Provide all temporary protection required to not damage adjacent work.
- 10. All bolts, washers, shims, expansion bolts including drilling and epoxying, all fasteners, connection and attachment devices for securing or erecting all of the materials furnished and/or erected under this agreement.
- 11. Contractor shall brace all structural steel elements as required in accordance with General Notes on documents. Subcontractor shall provide all means necessary to provide temporary bracing or shoring of structure during erection of the material called for in this agreement.
- 12. All shop painting and surface preparation of steel as specified.
- 13. All field touch-up painting including all welds and grinding.
- 14. All miscellaneous metals and structural steel indicated or noted by the contract documents
- 15. All welding rod, filler plates, shims, backer bars, temporary connections, etc. and erection appurtenances required to complete the work of this agreement.
- 16. Contractor shall provide and meet all safety and 100% OSHA fall protection requirements for work of this package.
- 17. Provide, maintain, and remove adequate crane erection and access roads as required for the performance of work of this package.
- 18. Steel Erection hoisting equipment may be placed within the building line. If the building pad is disturbed by this scope's equipment it will be this contractor's responsibility to repair the slab on grade.
- 19. It is this Contractor responsibility to provide any required coordination drawing information for interface with other trade contractors including but not limited to anchor bolt placement, and sheet edge drawings and other trade contractors' information for incorporation into steel shop drawings. All shop drawings and erection documents must show sufficient detail for review and be sequentially broken down in accordance with the construction schedule.
- 20. Furnish and install all temporary shores, guys, bracing, etc. required for erection. Remove temporary erection apparatus only upon completion or until permanent steel members achieve adequate loading requirements.
- 21. Install and provide all safety requirements for erection of structural steel, purlins, metal walls, roofing, and other fabricated metal items in accordance with OSHA erection standards.
- 22. Subcontractor shall provide its own power for welding equipment
- 23. Provide all surveying, engineering and lay-out required for Contractor's work. Set and align steel in accordance with AISC tolerances and other more stringent requirements, if stipulated.
- 24. Subcontractor shall utilize crane mats, shoring, and/or other precautions or routes, when moving any cranes (or equipment to erect steel) to avoid damage to existing underground utilities or manholes, existing surface paving, and structures, etc. Construction manager will also provide (ONLY to the extent available) limited on-site area for shakeout and unloading of steel, with the understanding that subcontractor will cooperate with other trades within space available.
- 25. All items herein shall be shop fabricated and shop assembled as far as practical.
- 26. Clean up all spoils and bring any dirt that has been disturbed and or ruts made from equipment while erecting building back to grade.

General Items:

Safetv:

- Comply with Construction Manager's Safety Policies and Insurance Requirements.
- 2. Submit Daily Project Reports to M. Ross, Inc. daily, while on site.
- 3. Participate in and submit weekly safety audits as required by the Construction Manager.
- 4. Comply with COVID-19 Work Prevention Plan

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- 5. Hard Hats, eye protection, high visibility vests, and face masks are required at all times while on site.
- 6. In addition to other safety requirements required elsewhere in this bid package, this contractor shall replace or restore all safety rails, guards, fences or the like, which are temporarily removed or damaged by and for the Work of this package.

Project Coordination:

- Provide mandatory on-site Subcontractor supervision while work is being performed.
- 8. If Work involves demolition of items to be salvaged and turned over to the Owner; Bidder shall remove, load, transfer and unload all salvaged items to and at locations designated by the Owner.
- 9. Coordinate all work with the Construction Manager to avoid delay and/or interference with other work and to ensure minimum interference with vehicular or pedestrian traffic and to permit unencumbered access to site and adjacent properties.
- 10. Subcontractor shall conform to Construction Manager's work hours. Normal work hours are 7:00 am to 3:30 pm or as otherwise required per schedule or by Cherokee Nation Property Management Additionally, all weather delays, coordination conflicts and work congestion delays are considered normal delays; as such, all normal delays will be made up on Saturday and Sunday.
- 11. Provide manpower and equipment mobilizations/remobilizations as required for the work in accordance with project schedule including all phasing and interim milestone dates.
- 12. Subcontractor in performance of this work agrees to cooperate and work harmoniously with other trades to achieve all interim and final completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades.
- 13. Provide as applicable to the work, all identification requirements including charting, tagging, labeling, marking tape and trace wires, stenciling and painting as specified, indicated, and/or required by Cherokee Nation Property Management and jurisdictional authorities.
- 14. Subcontractor shall include daily cleanup of all waste and debris generated by their work, their employees, sub-tier subcontractors and suppliers. All waste shall be accumulated, removed, broken down, compacted, bundled and deposited in project dumpsters as provided by others. Subcontractor shall employ (as necessary) adequate personnel whose sole responsibility is the performance of clean-up described herein.
- 15. Additionally, each subcontractor will also be responsible for contributing personnel to a composite clean-up crew. This will not supersede daily clean-up as stipulated above. Crew 5-10 1, Crew 11-20 2, Crew 21-40 3. Crew 41 and above 4
- 16. Provide, Schedule and coordinate with CM all required testing requirements including providing assistance, access, obtaining samples and data gathering, as required. All field testing and cost thereof for geotechnical, concrete, asphalt, masonry and structural steel is provided by others. Costs for all retesting due to failed tests and Subcontractor unpreparedness for tests, will be paid by this Work Package Subcontractor.
- 17. Provide as applicable to the scope of this Work package, all required factory or field testing, and systems including cleaning, disinfection, sterilization, and certifications as specified, indicated and/or as required and necessary by jurisdictional authorities for the Work.
- 18. Furnish, install and remove upon completion, all temporary protection for protecting existing or new improvements (whether public or private), work of other trades, stored materials, floors, and/or building finishes from damage from Work activities. Restore areas to new condition per documents and/or as required by the Cherokee Nation Property Management, the CM or jurisdictional authorities to new condition immediately following completion of the Work.
- 19. Provide and mark as applicable to the Work, all existing above and underground utility locations. Damage and repair to existing utilities resulting from the Work will be the responsibility of the Subcontractor.
- 20. Provide all field engineering and layout from benchmarks and base building control. Benchmarks and baseline control is furnished by others. This contractor is responsible for replacement of any damaged benchmarks, base line control, or layout work of other trades/packages damaged or destroyed by the work of this subcontractor.

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- 21. Provide all temporary shoring and bracing that may be required for work of this package including all engineering, design and calculations stamped by a registered engineer in the State of Oklahoma. All costs and fees therefore as required are to be included as a portion of the bid.
- 22. Provide all hoisting as necessary, material transportation, dunnage, rigging, loading and unloading, etc. as required for the work of this bid package.
- 23. All deliveries are to be coordinated though M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or Wilma P. Mankiller Health Clinic disruptions. All deliveries shall be prescheduled with M. Ross, Inc. to ensure that construction access is available when needed (Subcontractor is to cooperate, and work harmoniously with other trades to avoid delivery delays). Additionally, Subcontractor must have adequate flagmen where required to position truck(s) for unloading and to control traffic during truck positioning. All deliveries and components must be sized to fit within the designated construction entrances.
- 24. All work in existing building and work outside of construction zones where work is to be performed areas must be pre-scheduled though M. Ross, Inc. as specified, including a minimum 14 working days advanced scheduling (or longer if so specified). All areas outside of construction zones will remain operational and hard temporary partitions (drywall) are to be avoided and will not be installed.
- 25. Provide all safety requirements including traffic and pedestrian control (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this work scope.
- 26. Attend weekly on-site Supervisors, foreman, safety meetings, etc. as required by the Construction Manager.
- 27. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.

Administrative:

- 28. Subcontractor will be responsible for timely submission of all submittals including but not limited to: daily reports, shop drawings, licenses, certificates, permits, manifests, samples, product data sheets, MSDS information, LEED requirements and all other submittals required by Contract Documents. Note: furnish the required number of copies including electronic copies of all submittals in quantities as determined by the CM.
- 29. Subcontractor agrees to diligently process submittals, expedite material deliveries and to supply required manpower and resources to complete work in accordance with M. Ross, Inc.' master schedule including all individual milestone dates, Owner equipment installation dates, and Owner's completion date. If progress by Subcontractor is inadequate, M. Ross, Inc. may direct Subcontractor to immediately remedy scheduling inadequacies at no additional cost to M. Ross, Inc. or the Owner.
- 30. Provide all mock-ups as indicated and required,
- 31. Provide all licenses, permits, fees, and certifications and arrange for inspections and tests as required for the work. (Coordinate all inspections and tests through Construction Manager).
- 32. General building permit and payment for the required fee is provided by others, however, Subcontractor except as otherwise indicated, shall provide, arrange, obtain and pay for all other required permits including trade, Infrastructure Development Process, and/or similar specialty permits required by jurisdictional authorities.
- 33. Submit to the Construction Manager a self-performed, typewritten pre-punch listing of items of work including for any embedded, concealed, in-wall, and/or above ceilings as part of this contractor's quality control procedures.
- 34. Subcontractor is responsible for all applicable federal, state taxes. (There will be no sales taxes for materials. All material suppliers will be set up as vendor and paid directly by owner.)
- 35. Provide all warranties and specialty as specified.
- 36. Schedule of Values and Applications for Payment shall be broken down on proper AIA form as required by the Owner and/or the Construction Manager. Materials/Suppliers will have separate line item for tax exemption and will be paid directly by Owner. All suppliers invoices are to be billed to owner but turned in with

Stilwell, Oklahoma

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your monthly billings.

- 37. Contractors, subcontractors and lower tier subcontractors and suppliers lien releases must be received monthly prior to processing of the following months application for payment. Additionally, provide all required reports, certifications, etc. as indicated above. Upon 80% of total billing, Subcontract shall submit all close-out documents. If close-out documents are not submitted at 80%, Subcontractor shall not be paid until close-out documents are submitted in form and format (hardcopies and electronic media) as required.
- 38. Provide all test and balance, start-up, and commissioning reports, Owner training information, record drawings (pdf), O&M manuals, etc. as required and specified. All close-out information is to be submitted as one package.
- 39. Costs for performance and payment bonds shall be stated separately but included in your base bid and any applicable alternates or unit prices. All base bids, or combination Base Bid and any Alternate, of \$100,000 or above will require Performance and Payment Bonds.
- 40. The terms and conditions contained in the following documents, including General Provisions Article 2.5, Indemnification as included with the contract documents; are incorporated herein by reference as if fully written out:

M. Ross, Inc. General Provisions for Subcontracts

Exhibit "B" Subcontract Performance and Payment Bonds

Exhibit "C" Subcontractors Minimum Insurance Requirements

Exhibit "D" of Subcontract;

Exhibit "E" Indemnification;

Exhibit "F" Schedule

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INSURANCE REQUIREMENTS

Advisor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverage as described below with insurance companies acceptable to CNE. The limits set forth below are minimum limits and will not be construed to limit Advisor's liability. All costs and deductible amounts will be for the sole account of Advisor.

- (A) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.
- (B) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.
- (C) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Advisor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

In each of the above described policies, Advisor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against CNE its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, CNE its parent, subsidiary and affiliated companies will be named as additional insured. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to CNE its parent, subsidiary and affiliated companies, and any other insurance maintained by CNE its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

At least ten (10) days prior to the start of service, Advisor will deliver to CNE certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required above. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (A) through (C) above, Advisor shall, upon written request, provide CNE with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

SCOPE OF WORK EXCLUSIONS:

- 1. Field testing and special inspection.
- 2. Waterproofing of all steel below grade.
- 3. Felt wrapping of steel.

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- 4. Installation of anchor bolts except those to be drilled and epoxy.
- 5. Sales Tax

Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion

BID PROPOSAL

Wilma P. Mankiller Health Clinic Expansion Stilwell, Oklahoma

BID PACKAGE #:13A Pre-Engineered Metal Building	_
DATE:	
Proposal of(h	ereinafter called Bidder)
To M. Ross, Inc. ("Construction Manager") and Cherokee Nation Prope ("Owner).	erty Management L.L.C.
The Bidder in compliance with your invitation for bids for the Cherokee Nathealth Clinic Expansion in Stilwell, Oklahoma, having examined plans related documents and the site of the proposed work, and being familiar surrounding the construction of the proposed project including the availabil hereby proposes to furnish all materials, equipment and labor required to in the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion proposes to couments within the time set forth therein and at the proposes to cover all expenses incurred in performing the work requipments, of which this proposal is a part.	and specifications with with all of the conditions ity of materials and labor, provide all work included oject in accordance with ces stated below. These
Bidder is aware of all Cherokee Nation TERO requirements. In understood that the right is reserved by the Owner and the Constructio and all bids, and it is agreed that this bid may not be withdrawn for a pafter the date of closing of same. Work is to start within Ten (10) days TO PROCEED. Bidder acknowledges he is aware of \$25.00 per day work native workers.	n Manager to reject any eriod of <i>ninety</i> (<i>90</i>) days after receipt of NOTICE
If the bid is for \$100,000 or more, it shall be accompanied by a certified chemade payable to M. Ross, Inc., or a Corporate Surety Bond of a surety of to do business in the State of Oklahoma, in the sum of five percent (5%) the bid (unless otherwise specified in the bid documents which is succonditioned upon the Bidder's entering into a contract with M. Ross, Incompared the bid. It is agreed that said bid security of the successful bidder damages, and not a penalty for the failure of the bidder to enter into a conthis bid.	company duly authorized 6) of the total amount of bmitted as bid security, in accordance with the will constitute liquidated
We propose to complete this work in	calendar days.

Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion

Bidder agrees to perform all of the above work described in the specifications and shown on plans for the sum of:	SE PROPOSAL:		
(\$		above work described	d in the specifications and shown on the
(\$	is for the sum of:		
Remobilization Costs			Dollars
Remobilization Costs			
Remobilization Costs)	
(\$	nobilization Costs		
(\$			Dollars
Dollars		<u>_</u>	
Dollars	nd Cost:		
(<u>\$</u>			5."
			Dollars
Total:)	
	al:		
	-		
Dollars			Dollars
<u>(\$)</u>)	

<u>ALTERNATE PROPOSALS</u>: Bidder proposes to perform the substitutions, omissions or changes required by the following alternates or any alternates that may be required by addenda for the following:

If required by Bid Package, include alternate proposal on a separate page with Bid Form.

<u>UNIT COST</u>: Additional work shall be performed on express authorization from the Construction Manager for the following unit cost prices:

If required by Bid Package, include unit cost pricing on a separate page with Bid Form.

<u>TIME OF COMPLETION</u>: Bidder agrees to prosecute the work with diligence and to maintain the job construction schedule and complete the work within the time as defined by "Instructions to Bidders," Paragraph 16.

EXTRAS: The undersigned Contractor agrees to furnish all materials, equipment and labor for additional work ordered by the Construction Manager for which no pre-agreed price has been fixed, for the net cost of all materials, equipment and labor directly attributable to the additional work furnished, plus a maximum of ten percent (10%) for overhead and profit which may be applied to

Cherokee Nation Property Management L.L.C. - Wilma P. Mankiller Health Clinic Expansion

the cost of the work provided by the Contractor. The Contractor may apply a maximum of ten percent (10%) for overhead and profit to the cost of work performed by subcontractors.

All submittals are to be turned in to M. Ross, Inc. with 2 weeks of NOTICE TO PROCEED.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the actual date of the opening of bids.

Upon receipt of written notice of the acceptance of his bid, bidder will execute the formal Agreement. ne

•	n ten (10) days and deliver a Surety Bo m of	
the Agreement for Construct	is to become the property of the Cons in and Bond are not executed within the ditional expense to the Construction M	he time set forth, as liquidated
Bidder has examined copies	f all contract documents and of the fol	lowing addenda:
	Date of addenda	
Number of	Date CM Clarification	
Alternates: (Note see adde	dum for complete alternate description	n and scope)

Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion

This bid is submitted as a legal offer and any bid when accepted by the Construction Manager constitutes a firm contract.

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

Respectfully submitted:				
Company Name:				
Type of Company	Individual _	Corporation	_ Partnership _	Joint Venture
Business Address:				
-				
Telephone Number:				
By:				
	T	yped or Printed Na	me	
Title:		T		
		Typed or Printed T	itle	
Signature:				
(Seal - if bid is by a Co	rporation)			
Communication concer	ning this bid sha	all be addressed to	:	
Firm:				
Address:				
-				
Telephone:				
Facsimile Telephone:				
Authorized Representa	tive:			
Federal Employers Ide	ntification Numb	er:		
e-mail Address:				

Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic Expansion

Bidders Checklist:

The following documents are to be attached to and made a condition of this bid. Please mark in the column provided to verify inclusion of documents.

		<u>Bidder</u>
a.	Required bid security in the form of (bond, or check, 5% of bid).	
b.	Cherokee Nation - Previous Work History Form	
C.	Contractor's Qualification Statement (AIA A305) with support documentation (Financials will be requested from successful bidder only)	
d.	Non-collusion Affidavit	
e.	Business Relationship Affidavit	
f.	Sealed envelope clearly marked with Project name, bidder, and bid package No.	
g.	Certificate of Insurance	
h.	Copy of TERO Certification (if applicable)	
i.	Copy of CDIB Card (if applicable)	
j.	USB Thumb Drive with electronic version of bid	
k.	Sample of your companies change order request form	

Project Manual

Bid Package 02 Volume I ASI No.04

Cherokee Nation WILMA P. MANKILLER HEALTH CENTER EXPANSION

Stilwell, Oklahoma

June 08, 2020

Tel: 479.783.2480 Fax: 479.783.4844 E-mail: breck@childersarchitect.com www.childersarchitect.com

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06.08.2020

NOTE FOR REVISED SPECIFICATION SECTIONS

- 1. DELETED INFORMATION IS INDICATED BY A STRIKETHROUGH (IE, THIS IS DELETED).
- 2. NEW INFORMATION IS INDICATED BY A DOUBLE UNDERLINE (IE, THIS IS ADDED).
- 3. ALL REVISED INFORMATION IS FURTHER IDENTIFIED BY A HEAVY VERTICAL LINE TO THE RIGHT OF ALL REVISIONS IN EACH INDIVIDUAL SPECIFICATION SECTION (REFER TO HEAVY BOLD LINE TO THE RIGHT FOR AN EXAMPLE).

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METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Structural-steel framing.
 - 2. Metal roof panels.
 - 3. Metal wall panels.
 - 4. Metal soffit panels.
 - 5. Thermal insulation.
 - 6. Doors and frames.
 - 7. Windows.
 - 8. Accessories.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of metal building system component.
- B. LEED Submittals:
 - 1. Product Test Reports for Credit SS 7.2: For roof panels, documentation indicating that panels comply with Solar Reflectance Index requirement.
 - 2. Product Data for Credit MR 4: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating cost for each product having recycled content.
- C. Shop Drawings: For metal building system components. Include plans, elevations, sections, details, and attachments to other work.
- D. Samples: For each type of exposed finish required.
- E. Delegated-Design Submittal: For metal building systems indicated to comply with performance requirements and design criteria, including analysis data and calculations signed and sealed by the qualified professional engineer responsible for their preparation.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.

- B. Metal Building System Certificates: For each type of metal building system, from manufacturer.
 - 1. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:
 - a. Name and location of Project.
 - b. Order number.
 - c. Name of manufacturer.
 - d. Name of Contractor.
 - e. Building dimensions including width, length, height, and roof slope.
 - f. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.
 - g. Governing building code and year of edition.
 - h. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads (cranes).
 - i. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
 - j. Building-Use Category: Indicate category of building use and its effect on load importance factors.
 - k. AISC Certification for Category MB: Include statement that metal building system and components were designed and produced in an AISC-Certified Facility by an AISC-Certified Manufacturer.
- C. Material test reports.
- D. Source quality-control reports.
- E. Field quality-control reports.
- F. Warranties: Sample of special warranties.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer and member of MBMA.
 - AISC Certification for Category MB: An AISC-Certified Manufacturer that designs and produces metal building systems and components in an AISC-Certified Facility.
 - 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.

- B. Erector Qualifications: An experienced erector who specializes in erecting and installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code Steel."
 - 2. AWS D1.3, "Structural Welding Code Sheet Steel."
- D. Structural Steel: Comply with AISC 360, "Specification for Structural Steel Buildings," for design requirements and allowable stresses.
- E. Cold-Formed Steel: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" for design requirements and allowable stresses.

1.6 WARRANTY

- A. Special Warranty on Metal Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Finish Warranty Period: 20 years from date of Substantial Completion.
- B. Special Weathertightness Warranty for Standing-Seam Metal Roof Panels: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that leak or otherwise fail to remain weathertight within specified warranty period.
 - 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. <u>Basis-of-Design Product</u>: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by the following:
 - 1. 30X50 Rigid Frame, Clear Span, Side wall Framing, Stand Alone Metal Building.
 - 2. Pinnacle Structures Inc.
 P.O.Box 1268
 Cabot, AR. 72023

- 3. A&S Building Systems, Inc.; Division of NCI Building Systems, L.P.
- 4. Alliance Steel, Inc.
- 5. American Buildings Company; Division of Magnatrax Corp.
- 6. American Steel Building Co., Inc.
- 7. <u>BC Steel Buildings, Inc.</u>
- 8. Behlen Mfg. Co.
- 9. Bigbee Steel Buildings, Inc.
- 10. Butler Manufacturing Company; a BlueScope Steel company.
- 11. CBC Steel Buildings; Division of Magnatrax Corp.
- 12. Ceco Building Systems; Division of NCI Building Systems, L.P.
- 13. Chief Buildings; Division of Chief Industries, Inc.
- 14. Elite Structures, Inc.
- 15. Garco Building Systems; Division of NCI Building Systems, L.P.
- 16. Gulf States Manufacturers, Inc.; Division of Magnatrax Corp.
- 17. Inland Buildings; Subsidiary of Behlen Mfg. Co.
- 18. Kirby Building Systems; Division of Magnatrax Corp.
- 19. Mesco Building Solutions; Division of NCI Building Systems, L.P.
- 20. Metallic Building Company; Division of NCI Building Systems, L.P.
- 21. Metco Metal Supply.
- 22. Mid-West Steel Building Company; Division of NCI Building Systems, L.P.
- 23. Nucor Building Systems.
- 24. Oakland Metal Buildings, Inc.
- 25. Olympia Steel Building Systems.
- 26. Package Industries, Inc.
- 27. Robertson Building Systems; an NCI company.
- 28. Ruffin Building Systems, Inc.
- 29. Schulte Building Systems, LLP.
- 30. Spirco Manufacturing.
- 31. Star Building Systems; an NCI company.
- 32. Tyler Building Systems, L.P.
- 33. USA, Inc.
- 34. VP Buildings; a United Dominion company.
- 35. Vulcan Steel Structures, Inc.
- 36. Whirlwind Building Systems.

2.2 METAL BUILDING SYSTEM PERFORMANCE

- A. Delegated Design: Design metal building system, including comprehensive engineering analysis by a qualified professional engineer, using performance
- B. Structural Performance: Metal building systems shall be designed according to procedures in MBMA's "Metal Building Systems Manual."
 - Design Loads: As required by MBMA's "Metal Building Systems Manual." ASCE/SEI 7.
 - 2. Deflection Limits: Design metal building system assemblies to withstand design loads with deflections no greater than the following:

- a. Purlins and Rafters: Vertical deflection of 1/240 of the span.
- b. Girts: Horizontal deflection of 1/240 of the span.
- c. Metal Roof Panels: Vertical deflection of 1/240 of the span.
- d. Metal Wall Panels: Horizontal deflection of 1/240 of the span.
- e. Design secondary-framing system to accommodate deflection of primary framing and construction tolerances, and to maintain clearances at openings.
- 3. Drift Limits: Engineer building structure to withstand design loads with drift limits no greater than the following:
 - a. Lateral Drift: Maximum of 1/400 of the building height.
- 4. Metal panel assemblies shall withstand the effects of gravity loads and loads and stresses within limits and under conditions indicated according to ASTM E 1592.
- C. Seismic Performance: Metal building systems shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- D. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- E. Air Infiltration for Metal Roof Panels: Air leakage through assembly of not more than 0.06 cfm/sq. ft. of roof area when tested according to ASTM E 1680 at negative test-pressure difference of 1.57 lbf/sq. ft..
- F. Air Infiltration for Metal Wall Panels: Air leakage through assembly of not more than 0.06 cfm/sq. ft. of wall area when tested according to ASTM E 283 at static-air-pressure difference of 1.57 lbf/sq. ft..
- G. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E 1646 at test-pressure difference of 2.86 lbf/sq. ft..
- H. Water Penetration for Metal Wall Panels: No water penetration when tested according to ASTM E 331 at a wind-load design pressure of not less than 2.86 lbf/sq. ft..
- I. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for Class 90.

2.3 STRUCTURAL-STEEL FRAMING

- A. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements. Primary framing includes transverse and lean-to frames; rafter, rake, and canopy beams; sidewall, intermediate, end-wall, and corner columns; and wind bracing.
 - 1. General: Provide frames with attachment plates, bearing plates, and splice members. Factory drill for field-bolted assembly.
 - 2. Frame Configuration: As shown on drawings
 - 3. Exterior Column Type: As shown on drawings.
 - 4. Rafter Type: As shown on drawings.
- B. End-Wall Framing: Manufacturer's standard primary end-wall framing fabricated for field-bolted assembly.
- C. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, gable angles, clips, headers, jambs, and other miscellaneous structural members. Unless otherwise indicated, fabricate framing from either cold-formed, structural-steel sheet or roll-formed, metallic-coated steel sheet, prepainted with coil coating.
- D. Bolts: Provide plain-finish bolts for structural-framing components that are primed or finish painted. Provide zinc-plated or hot-dip galvanized bolts for structural-framing components that are galvanized.
- E. Finish: Factory primed. Apply specified primer immediately after cleaning and pretreating.

2.4 METAL ROOF PANELS

1. 24 Ga., 4D24 Kynar

2.5 METAL WALL PANELS

1. 26 Ga. 6PBR Kynar

2.6 THERMAL INSULATION

- A. Faced Metal Building Insulation: ASTM C 991, Type II, glass-fiber-blanket insulation; 0.5-lb/cu. ft. density; 2-inch- wide, continuous, vapor-tight edge tabs; with a flame-spread index of 25 or less.
- B. Unfaced Metal Building Insulation: ASTM C 991, Type I, or NAIMA 202, glass-fiber-blanket insulation; 0.5-lb/cu. ft. density; 2-inch- wide, continuous, vapor-tight edge tabs; with a flame-spread index of 25 or less.
 - 1. Vapor-Retarder Facing: ASTM C 1136, with permeance not greater than 0.02 perm when tested according to ASTM E 96/E 96M, Desiccant Method.

2.7 DOORS AND FRAMES

Refer to door schedule.

2.8 WINDOWS

A. No windows

2.9 ACCESSORIES

- A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
 - 1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
- B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
- C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.
- D. Flashing and Trim: Formed from 0.022-inch nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match adjacent metal panels.
- E. Gutters: Formed from 0.022-inch nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- long sections, sized according to SMACNA's "Architectural Sheet Metal Manual"
 - 1. Gutter Supports: Fabricated from same material and finish as gutters.
 - 2. Strainers: Bronze, copper, or aluminum wire ball type at outlets.
- F. Downspouts: Formed from 0.022-inch nominal-thickness, zinc-coated (galvanized) steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match metal wall panels. Fabricate in minimum 10-footlong sections, complete with formed elbows and offsets.
 - 1. Mounting Straps: Fabricated from same material and finish as gutters.
- G. Roof Curbs: Fabricated from minimum 0.052-inch nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match metal roof panels; capable of withstanding loads of size and height indicated.
- H. Pipe Flashing: Premolded, EPDM pipe collar with flexible aluminum ring bonded

to base.

2.10 SOURCE QUALITY CONTROL

- A. Testing Agency: **Owner will engage** a qualified testing agency to evaluate product.
- B. Special Inspector: Owner will engage a qualified special inspector to perform the following tests and inspections and to submit reports. Special inspector will verify that manufacturer maintains detailed fabrication and quality-control procedures and will review the completeness and adequacy of those procedures to perform the Work.
 - 1. Special inspections will not be required if fabrication is performed by manufacturer registered and approved by authorities having jurisdiction to perform such Work without special inspection.
 - a. After fabrication, submit copy of certificate of compliance to authorities having jurisdiction, certifying that Work was performed according to Contract requirements.
- C. Testing: Test and inspect shop connections for metal buildings according to the following:
 - Bolted Connections: Shop-bolted connections shall be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 2. Welded Connections: In addition to visual inspection, shop-welded connections shall be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at inspector's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.
- D. Product will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

2.11 FABRICATION

- A. General: Design components and field connections required for erection to permit easy assembly.
 - 1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
 - 2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members shall be free of

cracks, tears, and ruptures.

- B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.
- C. Primary Framing: Shop fabricate framing components to size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.
- D. Secondary Framing: Shop fabricate framing components to size and section by roll-forming or break-forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.
- E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

PART 3 - EXECUTION

3.1 ERECTION OF STRUCTURAL FRAMING

- A. Erect metal building system according to manufacturer's written erection instructions and erection drawings.
- B. Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.
- C. Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.
- D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bondreducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent

contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.

- 1. Level and plumb individual members of structure.
- 2. Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.
- F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.
 - 1. Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for bolt type and joint type specified.
 - a. Joint Type: Snug tightened or pretensioned.
- G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.
 - 1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
 - 2. Locate and space wall girts to suit openings such as doors and windows.
 - 3. Locate canopy framing as indicated.
 - 4. Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.
- H. Steel Joists: Install joists and accessories plumb, square, and true to line; securely fasten to supporting construction according to SJI's "Standard Specifications and Load Tables for Steel Joists and Joist Girders," joist manufacturer's written instructions, and requirements in this Section.
 - 1. Before installation, splice joists delivered to Project site in more than one piece.
 - 2. Space, adjust, and align joists accurately in location before permanently fastening.
 - 3. Install temporary bracing and erection bridging, connections, and anchors to ensure that joists are stabilized during construction.
 - 4. Bolt joists to supporting steel framework using carbon-steel bolts unless high-strength structural bolts are required by the manufacturer.
 - 5. Comply with RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for high-strength structural bolt installation and tightening requirements.
 - 6. Install and connect bridging concurrently with joist erection, before construction loads are applied. Anchor ends of bridging lines at top and bottom chords if terminating at walls or beams.
- I. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.

- 1. Tighten rod and cable bracing to avoid sag.
- 2. Locate interior end-bay bracing only where indicated.
- J. Framing for Openings: Provide shapes of proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to structural framing.
- K. Erection Tolerances: Maintain erection tolerances of structural framing within AISC 303.

3.2 METAL PANEL INSTALLATION, GENERAL

- A. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.
 - a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.
 - 2. Install metal panels perpendicular to structural supports unless otherwise indicated.
 - 3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Locate metal panel splices over, but not attached to, structural supports with end laps in alignment.
 - 6. Lap metal flashing over metal panels to allow moisture to run over and off the material.
- B. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.
 - 1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.
- D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types

of gaskets, fillers, and sealants recommended by metal panel manufacturer.

- 1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
- 2. Prepare joints and apply sealants to comply with requirements in Section 07 9200 "Joint Sealants."

3.3 METAL ROOF PANEL INSTALLATION

- A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
 - 1. Install ridge and hip caps as metal roof panel work proceeds.
 - 2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.
- B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint, at location and spacing and with fasteners recommended by manufacturer.
 - 1. Install clips to supports with self-drilling or self-tapping fasteners.
 - 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 - 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
 - 4. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so that clip, metal roof panel, and factory-applied sealant are completely engaged.
 - 5. Rigidly fasten eave end of metal roof panels and allow ridge end free movement due to thermal expansion and contraction. Predrill panels for fasteners.
 - 6. Provide metal closures at peaks rake edges rake walls and each side of ridge and hip caps.
- C. Lap-Seam Metal Roof Panels: Fasten metal roof panels to supports with exposed fasteners at each lapped joint, at location and spacing recommended by manufacturer.
 - 1. Provide metal-backed sealing washers under heads of exposed fasteners bearing on weather side of metal roof panels.
 - 2. Provide sealant tape at lapped joints of metal roof panels and between panels and protruding equipment, vents, and accessories.
 - 3. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on end laps and on side laps of nesting-type metal panels, on side laps of ribbed or fluted metal panels, and elsewhere as needed to make metal panels weatherproof to driving rains.
 - 4. At metal panel splices, nest panels with minimum 6-inch end lap, sealed with butyl-rubber sealant and fastened together by interlocking clamping plates.
- D. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with

weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.4 METAL WALL PANEL INSTALLATION

- A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
 - 2. Shim or otherwise plumb substrates receiving metal wall panels.
 - 3. When two rows of metal panels are required, lap panels 4 inches minimum.
 - 4. When building height requires two rows of metal panels at gable ends, align lap of gable panels over metal wall panels at eave height.
 - 5. Rigidly fasten base end of metal wall panels and allow eave end free movement due to thermal expansion and contraction. Predrill panels.
 - 6. Flash and seal metal wall panels with weather closures at eaves, rakes, and at perimeter of all openings. Fasten with self-tapping screws.
 - 7. Install screw fasteners in predrilled holes.
 - 8. Install flashing and trim as metal wall panel work proceeds.
 - 9. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated; or, if not indicated, as necessary for waterproofing.
 - 10. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
 - 11. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.
- B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.

3.5 METAL SOFFIT PANEL INSTALLATION

- A. Provide metal soffit panels the full width of soffits. Install panels perpendicular to support framing.
- B. Flash and seal metal soffit panels with weather closures where panels meet walls and at perimeter of all openings.

3.6 THERMAL INSULATION INSTALLATION

- A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.
 - 1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for firestopping.
 - 2. Tape joints and ruptures in vapor retarder, and seal each continuous area of

- insulation to the surrounding construction to ensure airtight installation.
- 3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths, with both sets of facing tabs sealed, to provide a complete vapor retarder.
- B. Blanket Roof Insulation: Comply with the following installation method:
 - 1. Over-Framing Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal roof panels fastened to secondary framing.
 - 2. Between-Purlin Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Hold in place with bands and crossbands below insulation.
 - 3. Over-Purlin-with-Spacer-Block Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Install layer of filler insulation over first layer to fill space formed by metal roof panel standoffs. Hold in place by panels fastened to standoffs.
 - a. Thermal Spacer Blocks: Where metal roof panels attach directly to purlins, install thermal spacer blocks.
 - 4. Two-Layers-between-Purlin-with-Spacer-Block Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Install layer of filler insulation over first layer to fill space between purlins formed by thermal spacer blocks. Hold in place with bands and crossbands below insulation.
 - a. Thermal Spacer Blocks: Where metal roof panels attach directly to purlins, install thermal spacer blocks.
 - 5. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.
- C. Blanket Wall Insulation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal wall panels fastened to secondary framing.
 - 1. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.
 - 2. Sound-Absorption Insulation: Where sound-absorption requirement is indicated for metal liner panels, cover insulation with polyethylene film and provide inserts of wire mesh to form acoustical spacer grid.

3.7 DOOR AND FRAME INSTALLATION

A. General: Install doors and frames plumb, rigid, properly aligned, and securely fastened in place according to manufacturers' written instructions. Coordinate installation with wall flashings and other components. Seal perimeter of each door frame with elastomeric sealant used for metal wall panels.

- B. Personnel Doors and Frames: Install doors and frames according to SDI A250.8.
- C. Field Glazing: Comply with installation requirements in Section 08 8000 "Glazing."
- D. Door Hardware: Mount units at heights indicated in DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 1. Install surface-mounted items after finishes have been completed on substrates involved.
 - 2. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 3. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
 - 4. Set thresholds for exterior doors in full bed of butyl-rubber sealant complying with requirements specified in Section 07 9200 "Joint Sealants."

3.8 WINDOW INSTALLATION

- A. General: Install windows plumb, rigid, properly aligned, without warp or rack of frames or sash, and securely fasten in place according to manufacturer's written instructions. Coordinate installation with wall flashings and other components. Seal perimeter of each window frame with elastomeric sealant used for metal wall panels.
 - 1. Separate dissimilar materials from sources of corrosion or electrolytic action at points of contact with other materials by complying with requirements specified in AAMA/WDMA/CSA 101/I.S.2/A440.
- B. Set sill members in bed of sealant or with gaskets, as indicated, for weathertight construction.
- C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- D. Mount screens directly to frames with tapped screw clips.
- E. Field Glazing: Comply with installation requirements in Section 08 8000 "Glazing."

3.9 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 - 2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure

- strips, and similar items.
- Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 - Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
 - 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but
 - not more than 36 inches o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
- D. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c. in between.
 - 1. Provide elbows at base of downspouts to direct water away from building.
 - 2. Tie downspouts to underground drainage system indicated.
- E. Circular Roof Ventilators: Set ventilators complete with necessary hardware, anchors, dampers, weather guards, rain caps, and equipment supports. Mount ventilators on flat level base. Install preformed filler strips at base to seal ventilator to metal roof panels.
- F. Continuous Roof Ventilators: Set ventilators complete with necessary hardware, anchors, dampers, weather guards, rain caps, and equipment supports. Join sections with splice plates and end-cap skirt assemblies where required to achieve indicated length. Install preformed filler strips at base to seal ventilator to metal roof panels.
- G. Roof Curbs: Install curbs at locations indicated on Drawings. Install flashing around bases where they meet metal roof panels.

H. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.

3.10 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform special inspections.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- C. Tests and Inspections:
 - High-Strength, Field-Bolted Connections: Connections shall be tested and inspected during installation according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 2. Welded Connections: In addition to visual inspection, field-welded connections shall be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at inspector's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.
- D. Product will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION



BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF)		
COUNTY OF) ss	3.	
that (s)he is the agent authorized by the bic nature of any partnership, joint venture, or within one (1) year prior to the date of this s	lder to submit the attached bother business relationship pr	resently in effect or which existed
Affiant further states that any such busines (1) year prior to the date of this statement be officer or director or any other party to the party to	etween any officer or director	
Affiant further states that the names of a positions they hold with their respective cor		
(If none of the business relationships herein	above mentioned exist, affiar	nt should so state.)
Subscribed and sworn to before me this	day of	
	Notary Public	
My Commission Expires:		



NON-COLLUSION AFFIDAVIT

STATE OF)	
COUNTY OF) ss.)	
(s)he is the agent authorized by the bidde has not been a party to any collusion an to bid at a fixed price or to refrain from as to quantity, quality or price in the Contract; or in any discussions betwee concerning exchange of money or oth Contract.	nong bidders in restraint of freedom bidding; or with any Cherokee Nation prospective Contract, or any oth en bidders and any Cherokee Nat	nt further states that the bidder a of competition by agreement on Businesses, LLC employee her terms of said prospective ion Businesses, LLC official
	Signed:	
	TITLE:	
Subscribed and sworn to before me this	day of	, 20
	Notary Public	
My Commission Expires:		

Code of Conduct for Cherokee Nation Businesses Jobsites

Cherokee Nation Businesses (CNB) intention is to provide a job site that does not disrupt everyday life and that every Cherokee citizen will be proud to have in their city.

"To Our Contractors and Their Subs:

Cherokee Nation Businesses wants to ensure that the professionals who work on Cherokee Nation Businesses facilities and the jobs they perform deserve our respect. Cherokee Nation Businesses encourages contractors to read and review how these Codes apply to you and your team and expects all contractors to inform and make available this Code of Conduct, as it applies to all who work for Cherokee Nation Businesses.

Working for Cherokee Nation Businesses

Each worker must agree to this Code in writing prior to working on any Cherokee Nation Businesses construction projects. The agreement is to be turned over to the CNE project manager their first work day on the job site.

Objective

To provide a safe, respectable, and professional working environment for everyone on the construction team, Claremore community, and citizens of the Cherokee Nation through the established guidelines for construction site team members.

- 1. While working on any Cherokee Nation Businesses project, any findings of possible artifacts shall be left in the place discovered, undisturbed, and reported to the CNE project manager immediately. All work around the finding will stop until the project manager makes a determination as to what the next course of action will be and will notify the contractor.
- 2. CNB requires that all properties under construction and surrounding properties that have been affected by the CNB construction project (building, lawn, and entire job-site) be left in better condition than you found it. Treat the Cherokee Nation's property better than your own.
- 3. Smoking is STRICTLY PROHIBITED on Cherokee Nation Businesses construction projects at all times (indoors and outdoors). Smoking at lunch, or during break, must be confined to off the construction site premises or inside your vehicle. Under no circumstances shall smoking debris (butts) be discarded on the ground. Take them with you!
- 4. Bathroom facilities shall be respected and not abused, and the facilities shall be left as clean as, or cleaner than found. Designated temporary restrooms (porta-potty) will be provided for certain job-sites. Anyone reported using the restroom in public (e.g. behind a building, near a tree) will be asked to leave the site immediately.
- 5. Finished floors in or paths of access/egress shall be covered for protection.
- 6. Job site shall be left broom-clean at the end of each work day. Debris shall be cleaned up and excess debris removed from site. All trades are responsible for the removal of the own debris on a daily basis.
- 7. At the conclusion of each work day, tools shall be disconnected, placed in a designated area, and the customer notified accordingly. Every precaution shall be made to prevent outside parties from accessing tools or dangerous items.
- 8. Profanity is STRICTLY PROHIBITED on or near Cherokee Nation job-sites and property. Expect that all things spoken can be overheard by others at all times.
- 9. Service entrances shall be used whenever possible. Front doors and formal rooms shall be avoided whenever possible.
- 10. Children shall not be allowed on job sites at any time.
- 11. Whenever possible and practicable, construction vehicles shall be parked on or in designated parking areas in such a fashion as to not obstruct owner's access or egress to property. However, unloading activity is permitted and shall be completed as expeditiously as possible.

- 12. Offensive clothing (revealing, dirty or containing offensive graphics or language) is prohibited at all times. Inappropriate messages or images will not be tolerated on T-shirts, hard hats, tool boxes etc. Construction personnel will be required to cover any existing offensive material.
- 13. Food debris and wrappers from breaks and lunch shall be immediately placed in appropriate containers.
- 14. All changes in the scope of work are to be immediately reported to a construction representative of Cherokee Nation Businesses and are not to be executed without approval from a Cherokee Nation Businesses representative (Project Manager).
- 15. Anyone that visits a Cherokee Nation Businesses job site are to be formally addressed (e.g. Mr. Smith, Ms. Smith) unless specifically directed otherwise by visitor. Projects are subject to visits by Cherokee Nation council members, CNB board members and CNB executive management at any time.
- 16. Use or possession of illegal drugs or alcoholic beverages is STRICTLY PROHIBITED at all times during the work day. All Cherokee Nation Businesses job sites and facilities are drug, alcohol and tobacco free workplaces. Drug, alcohol and/or tobacco use at any time while working on CNB projects shall be grounds for IMMEDIATE DISMISSAL! Smokeless tobacco and spitting are prohibited too.
- 17. All job sites shall be secured at the end of each work day. The job site will not be left unattended by construction personnel if it's unlocked and/or unsecure. The CNB project manager must be notified if the site cannot be locked and secured. Once the job site is locked and secured all parties involved can leave the job site.
- 18. Proper work attire will be worn at all times by construction personnel. No shorts are allowed. Shirts without sleeves are not allowed.
- 19. Precautions will need to be made to prevent any damage to existing buildings and site facilities. Workers need to remember that the residents of the adjacent buildings are members of the community and Cherokee citizens. How the construction project affects their daily life will be taken into consideration.
- 20. Construction workers will carry out their work activities and avoid impacts (dirt, mud, wet concrete) to the personal property of the community and Cherokee Nation Businesses. Any impacts that affect personal property will need to be taken care of immediately to ensure there is no change in preconstruction appearance.
- 21. Construction personnel will be required to contact the CNB project manager when personal property is in the way of construction activities. Only in the case of life threatening situation should workers be permitted to handle or remove personal property.
- 22. Entry into adjacent occupied and unoccupied buildings is strictly prohibited unless otherwise determined by CNB project manager or property owner.
- 23. All construction team members should meet their responsibility to their fellow workmates and contractors by arriving on time fit for work.
- 24. Contractors should ensure that members of their team strictly adhere to break times and lunch periods allowed in their contract(s) and agreement(s).
- 25. Contractors maintain consistent productive work, keep idle time to a minimum, and make every effort to eliminate unnecessary disruptions on the job that can cause delays in schedule. Slowdowns and delays of any kind utilized to extend jobs or produce overtime will not be tolerated.
- 26. Any outside activities that cast Cherokee Nation Businesses, and/or affiliates in a negative light will not be tolerated and are grounds for dismissal.
- 27. Every effort shall be made by the contractor to make sure that proper safety equipment and methods are met every day they are on site.
- 28. NO ONE will be allowed to solicit funds on any CNB project or job without prior approval.
- 29. Personal calls are not to be made on any construction project site except for emergencies, during

official lunch and break periods designated by the contractor.

- 30. Merchandise is not to be sold on or near the job site at any time.
- 31. Construction companies working for the Cherokee Nation Businesses and affiliates shall ensure there are an appropriate number of employees on the job site to perform the work efficiently, economically, and safely.

The Code of Conduct is set in place to ensure a positive representation of Cherokee Nation Businesses.

M. Ross, Inc.

EMPLOYEE DAILY CHECK IN / SCREENING

All employees must be screened daily!

Check Yes or No for any of the following symptoms

Yes	NO	
		Fever of at least 100.4 or chills
		Cough
		Shortness of breath or difficulty breathing
		Fatigue
		Muscle or body aches
		Headache
		New loss of taste or smell
		Sore throat
		Congestion or runny nose
		Nausea or vomiting
		Diarrhea
		Have you been confirmed positive for COVID-19?
		Have you been in close contact with any persons who has been confirmed
		positive for COVID-19?
		Have you been in close contact with any persons who have traveled and are also exhibiting acute respiratory illness symptoms?
Subc	ontracto	or Name
Empl	oyee Na	ame Printed
Empl	oyee Na	ame Signed

M. Ross, Inc.

Plan for Covid-19

Exposure Prevention, Preparedness, and Response

M. Ross, Inc. (hereinafter "Company") takes the health and safety of our employees very seriously. With the spread of the coronavirus or "COVID-19," a respiratory disease caused by the SARS-CoV-2 virus, the Company must remain vigilant in mitigating the outbreak. The Company is a proud part of the construction industry, which many have deemed "essential" during this Declared National Emergency. In order to be safe and maintain operations, we have developed this COVID-19 Exposure Prevention, Preparedness, and Response Plan to be implemented, to the extent feasible and appropriate, throughout the Company and at all of our jobsites. The Company has also identified a team of employees to monitor the related guidance that U.S. Center for Disease Control and Prevention ("CDC") and Occupational Safety and Health Administration ("OSHA") continue to make available.

This Plan is based on information available from the CDC and OSHA at the time of its development, and is subject to change based on further information provided by the CDC, OSHA, and other public officials. The Company may also amend this Plan based on operational needs.

I. Responsibilities of Managers and Supervisors

All managers and supervisors must be familiar with this Plan and be ready to answer questions from employees. Managers and supervisors must set a good example by following this Plan at all times. This involves practicing good personal hygiene and jobsite safety practices to prevent the spread of the virus. Managers and supervisors must encourage this same behavior from all employees.

II. Responsibilities of Employees

The Company is asking every one of our employees to help with our prevention efforts while at work. In order to minimize the spread of COVID-19 at our jobsites, everyone must play their part. As set forth below, the Company has instituted various housekeeping, social distancing, and other best practices at our jobsites. All employees must follow these. In addition, employees are expected to report to their managers or supervisors if they are experiencing signs or symptoms of COVID-19, as described below. If you have a specific question about this Plan or COVID-19, please ask your manager or supervisor. If they cannot answer the question, please contact **Chad Bell - Project Manager 918-441-8633**

EMPLOYEE DAILY CHECK IN / SCREENING

All employees must be screened daily!

Employee Screenings will be conducted by each subcontractor daily prior to starting work day. Subcontractor superintendents will be issued colored hard hat sticker for that day, this must be displayed on front of hard hat.

All employees reporting for work will be prescreened and sign questioner. If employee passes screening, they will be issued colored hard hat sticker for that day, this must be displayed on front of hard hat.

Any employee not having a colored sticker will be ask to leave work area and be re-screened or leave project.

Each subcontractor will submit employee screening list to M. Ross, Inc. office daily.

If employee does not pass screening, they will be denied access to jobsite.

During screening process do not have groups of more than 10 and keep social distance guidelines in place.

OSHA and the CDC have provided the following control and preventative guidance for all workers, regardless of exposure risk:

- Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol.
- Avoid touching your eyes, nose, or mouth with unwashed hands.
- Follow appropriate respiratory etiquette, which includes covering for coughs and sneezes.
- Avoid close contact with people who are sick.

In addition, employees must familiarize themselves with the symptoms of COVID-19, which include the following:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

If you develop any of these symptoms, DO NOT GO TO WORK and call your supervisor and healthcare provider right away.

III. Job Site Protective Measures

The Company has instituted the following protective measures at all jobsites.

A. General Safety Policies and Rules

- Any employee/contractor/visitor showing symptoms of COVID-19 will be asked to leave the jobsite and return home.
- Safety meetings will be by telephone, if possible. If safety meetings are conducted inperson, attendance will be collected verbally and the foreman/superintendent will sign-in each attendee. Attendance will not be tracked through passed-around sign-in sheets or mobile devices. During any in-person safety meetings, avoid gathering in groups of more than 10 people and participants must remain at least six (6) feet apart.
- Employees must avoid physical contact with others and shall direct others (coworkers/contractors/visitors) to increase personal space to at least six (6) feet, where possible. Where work trailers are used, only necessary employees should enter the trailers and all employees should maintain social distancing while inside the trailers.
- All in-person meetings will be limited. To the extent possible, meetings will be conducted by telephone.

- Employees will be encouraged to stagger breaks and lunches, if practicable, to reduce the size of any group at any one time to less than ten (10) people. No potluck-style meals or sharing of food or utensils.
- The Company understands that due to the nature of our work, access to running water for hand washing may be impracticable. In these situations, the Company will provide, if available, alcohol-based hand sanitizers and/or wipes.
- Employees should limit the use of co-workers' tools and equipment. To the extent tools must be shared, the Company will provide alcohol-based wipes to clean tools before and after use. When cleaning tools and equipment, consult manufacturing recommendations for proper cleaning techniques and restrictions.
- Employees are encouraged to limit the need for respirator use, by using engineering and work practice controls to minimize dust. Such controls include the use of water delivery and dust collection systems, as well as limiting exposure time.
- The Company will divide crews/staff into multiple groups where possible so that projects can continue working effectively in the event that one of the divided teams is required to quarantine.
- As part of the division of crews/staff, the Company will divide employees into dedicated shifts, at which point employees will remain with their dedicated shifts for the reminder of the project. If there is a legitimate reason for an employee to change shifts, the Company will have sole discretion in making that alteration.
- Employees are encouraged to minimize ride-sharing. While in vehicles, employees must ensure adequate ventilation.
- If practicable, each employee should use/drive the same truck or piece of equipment every shift.
- In lieu of using a common source of drinking water, such as a cooler, employees should use individual water bottles. Do not share drinks or food in any circumstances.

B. Workers entering Occupied Buildings

- Construction and maintenance activities within occupied office buildings, and other
 establishments, present unique hazards with regards to COVID-19 exposures. Everyone
 working within such establishments should evaluate the specific hazards when determining
 best practices related to COVID-19.
- During this work, employees must sanitize the work areas upon arrival, throughout the
 workday, and immediately before departure. The Company will provide alcohol-based
 wipes or Hypochlorous Acid for this purpose.

• Employees should ask other occupants to keep a personal distance of six (6) feet at a minimum. Workers should wash or sanitize hands immediately before starting and after completing the work.

C. Job Site Visitors

- The number of visitors to the job site, including the trailer or office, will be limited to only those necessary for the work.
- All visitors will be screened in advance of arriving on the job site. If the visitor answers "yes" to any of the following questions, he/she should not be permitted to access the jobsite:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - o Diarrhea
 - Have you been confirmed positive for COVID-19?
 - Have you been in close contact with any persons who has been confirmed positive for COVID-19?
 - Have you been in close contact with any persons who have traveled and are also exhibiting acute respiratory illness symptoms?
- Site deliveries will be permitted but should be properly coordinated in line with the employer's minimal contact and cleaning protocols. Delivery personnel should remain in their vehicles if at all possible.

D. Personal Protective Equipment and Work Practice Controls

- In addition to regular PPE for workers engaged in various tasks (fall protection, hard hats, hearing protection), the Company will also provide:
 - Eye protection: Eye protection should be worn at all times while on-site.
 - Facial covering or mask over the nose and mouth SHALL be used during work activities, entering/exiting the work area, and during any safety meetings throughout the workday. Facial Covering or Mask SHALL be worn at ALL times by every employee. Facial covering or mask will be allowed onsite as long as they meet CDC guidelines.
- Due to the current shortage of respirators, the following Work Practice Controls should be followed:
 - Keep dust down by using engineering and work practice controls, specifically through the use of water delivery and dust collection systems.
 - Limit exposure time to the extent practicable.

- Isolate workers in dusty operations by using a containment structure or distance to limit dust exposure to those employees who are conducting the tasks, thereby protecting nonessential workers and bystanders.
- Institute a rigorous housekeeping program to reduce dust levels on the jobsite.

IV. Job Site Cleaning and Disinfecting

The Company has instituted regular housekeeping practices, which include cleaning and disinfecting frequently used tools and equipment, and other elements of the work environment, where possible. Employees should regularly do the same in their assigned work areas.

- Jobsite trailers and break/lunchroom areas will be cleaned at least twice per day.
 Employees performing cleaning will be issued proper personal protective equipment
 ("PPE"), such as nitrile, latex, or vinyl gloves and gowns, as recommended by the CDC.
- Any trash collected from the jobsite must be changed frequently by someone wearing nitrile, latex, or vinyl gloves.
- Any portable jobsite toilets should be cleaned by the leasing company at least twice per
 week and disinfected on the inside. The Company will ensure that hand sanitizer dispensers
 are always filled. Frequently touched items (i.e. door pulls and toilet seats) will be
 disinfected frequently. Toilets shall be sanitized twice daily.
- Vehicles and equipment/tools should be cleaned at least once per day and before change in operator or rider.
- OSHA has indicated that a reliable report that an employee has tested positive for COVID-19
 does not typically require an employer to perform special cleaning or decontamination of
 work environments, unless those environments are visibly contaminated with blood or
 other bodily fluids. Notwithstanding this, the Company will clean those areas of the jobsite
 that a confirmed-positive individual may have contacted and it will do so before employees
 can access that work space again.
- The Company will ensure that any disinfection shall be conducted using one of the following:
 - Hypochlorous acid (HOCl)
 - Common EPA-registered household disinfectant;
 - Alcohol solution with at least 60% alcohol; or
 - o Diluted household bleach solutions (if appropriate for the surface).
- The Company will maintain Safety Data Sheets of all disinfectants used on site.

V. Jobsite Exposure Situations

• Employee Exhibits COVID-19 Symptoms

Any employee that is unable to pass the screening questionnaire, shows signs or symptoms of COVID 19 or has been exposed to a confirmed case of the COVID 19 will be required to perform the following:

1. Provide a medical clearance from a health care professional in order to return to the project site.

Employee Tests Positive for COVID-19

An employee who tests positive for COVID-19 will be required to provide medical clearance from a health care professional in order to return to the project site.

• Employee Has Close Contact with an Individual Who Has Tested Positive for COVID-19

Employees who have come into close contact with an individual who has tested positive for COVID-19 (co-worker or otherwise) will be required to provide medical clearance from a health care professional in order to return to the project site.

VIII. General Questions

Given the fast-developing nature of the COVID-19 outbreak, the Company may modify this Plan on a case by case basis. If you have any questions concerning this Plan, please contact **Chad Bell - Project Manager 918-441-8633.**

COVID-19 Checklist for Employers and Employees

Know the Symptoms of COVID-19

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

• If you develop symptoms, DO NOT GO TO WORK and call your supervisor and health-care provider immediately. Do the same thing if you come into close contact with someone showing these symptoms.

Employer Responsibilities

- Develop a COVID-19 Exposure Action Plan.
- Conduct safety meetings (toolbox talks) by phone if possible. If not, instruct employees to maintain 6-feet between each other. The foreman/supervisor will track attendance verbally rather than having employees sign an attendance sheet.
- Access to the job site and work trailer will be limited to only those necessary for the work.
- All visitors will be pre-screened to ensure they are not exhibiting symptoms.
- Employees, contractors, and visitors will be asked to leave the jobsite and return home if they are showing symptoms.
- Provide hand sanitizer and maintain Safety Data Sheets of all disinfectants used on site.
- Provide protective equipment (PPE) to any employees assigned cleaning/disinfecting tasks.

Employee Responsibilities

- Become familiar with the Exposure Action Plan and follow all elements of the Plan.
- Practice good hygiene: wash hands with soap and water for at least 20 seconds. If these are not available, use alcohol-based hand rub with at least 60% alcohol. Avoid touching your face, eyes, food, etc. with unwashed hands.

Cleaning/Disinfecting Job Sites and Other Protective Measures

- Clean and disinfect frequently used tools and equipment on a regular basis. This includes other elements of the jobsite where possible. Employees should regularly do the same in their assigned work areas.
- Clean shared spaces such as trailers and break/lunchrooms at least once per day.
- Disinfect shared surfaces (door handles, machinery controls, etc.) on a regular basis.
- Avoid sharing tools with co-workers. If not, disinfect before and after each use.
- Arrange for any portable job site toilets be cleaned by the leasing company at least twice per week and disinfected on the inside twice daily.
- Trash collected from the jobsite must be changed frequently by someone wearing gloves.

Personal Protective Equipment and Alternate Work Practice Controls

- Provide and wear the proper PPE.
- Keep the dust down by using engineering and work practice controls, specifically through the use of water delivery and dust collection systems.

COVID-19 Toolbox Talk

What is COVID-19?

The novel coronavirus, COVID-19 is one of seven types of known human coronaviruses. COVID-19, like the MERS and SARS coronaviruses, likely evolved from a virus previously found in animals. The remaining known coronaviruses cause a significant percentage of colds in adults and children, and these are not a serious threat for otherwise healthy adults.

Patients with confirmed COVID-19 infection have reportedly had mild to severe respiratory illness with symptoms such as fever, cough, and shortness of breath.

According to the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention ("CDC"), Chinese authorities identified an outbreak caused by a novel—or new—coronavirus. The virus can cause mild to severe respiratory illness. The outbreak began in Wuhan, Hubei Province, China, and has spread to a growing number of other countries—including the United States.

How is COVID-19 Spread?

COVID-19, like other viruses, can spread between people. Infected people can spread COVID-19 through their respiratory secretions, especially when they cough or sneeze. According to the CDC, spread from person-to-person is most likely among close contacts (about 6 feet). Person-to-person spread is thought to occur mainly via respiratory droplets produced when an infected person coughs or sneezes, like influenza and other respiratory pathogens. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It is currently unclear if a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes.

In assessing potential hazards, employers should consider whether their workers may encounter someone infected with COVID-19 in the course of their duties. Employers should also determine if workers could be exposed to environments (e.g., worksites) or materials (e.g., laboratory samples, waste) contaminated with the virus.

Depending on the work setting, employers may also rely on identification of sick individuals who have signs, symptoms, and/or a history of travel to COVID-19-affected areas that indicate potential infection with the virus, in order to help identify exposure risks for workers and implement appropriate control measures.

There is much more to learn about the transmissibility, severity, and other features associated with COVID-19, and investigations are ongoing.

COVID-19 Prevention and Work Practice Controls:

Worker Responsibilities

- Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol. Always wash hands that are visibly soiled.
- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Avoid touching your eyes, nose, or mouth with unwashed hands.
- Avoid close contact with people who are sick.
- Employees who have symptoms (i.e., fever, cough, or shortness of breath) should notify their supervisor and stay home—DO NOT GO TO WORK.
- Sick employees should follow CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local health departments.

General Job Site / Office Practices

- Facial covering or mask over the nose and mouth SHALL be used during work activities, entering/exiting the work area throughout the workday. Facial Covering or Mask SHALL be worn at ALL times by every employee. Facial covering or mask will be allowed onsite as long as they meet CDC guidelines.
- Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA's criteria for use against SARS-CoV-2, the cause of COVID-19, and are appropriate for the surface.
- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.
- Clean and disinfect frequently used tools and equipment on a regular basis.
 - o This includes other elements of the jobsite where possible.
 - o Employees should regularly do the same in their assigned work areas.
- Clean shared spaces such as trailers and break/lunchrooms at least twice per day.
- Disinfect shared surfaces (door handles, machinery controls, etc.) on a regular basis.
- Avoid sharing tools with co-workers if it can be avoided. If not, disinfect before and after each use.
- Arrange for any portable job site toilets to be cleaned by the leasing company at least twice per week and disinfected on the inside.
- Any trash collected from the jobsite must be changed frequently by someone wearing gloves.
- In addition to regular PPE for workers engaged in various tasks (fall protection, hard hats, hearing protection), employers will also provide:
 - o Eye protection: Eye protection should be worn at all times while on-site.
 - Facial covering or mask over the nose and mouth SHALL be used during work activities, entering/exiting the work area, and during any safety meetings throughout the

workday. Facial Covering or Mask **SHALL** be worn at **ALL** times by every employee. Facial covering or mask will be allowed onsite as long as they meet CDC guidelines.











































































































