Kelly Yeomans Beaver County Clerk

P. O. Box 338
Beaver, Oklahoma 73932
Phone 580 625-3418
Fax 580 625-3430
bvrclerk@beaver.okcounties.org

TO WHOM IT MAY CONCERN:

Bids will be received until March 21, 2025 at 4:00 P.M. in the Beaver County Clerk's Office of the Beaver County Courthouse, Beaver, Oklahoma.

Said bids will be publicly opened and considered by the Board of County Commissioners in the Commissioner's Office on March 24, 2025 at 11:00 A.M. with the right being reserved to reject any or all bids.

The following criteria should be met when submitting a bid:

- 1. The bid shall be made on the enclosed "Invitation to Bid" and the Affidavit of Non-Collusion must be signed and notarized.
- 2. All prices quoted shall be F.O.B. Beaver County.
- 3. Place your bid in a sealed envelope clearly marked "SEALED BID #2". This ensures that the bid will not be voided due to accidental opening.
- 4. On all bids requiring services or contract labor, proof of liability insurance with at least \$1,000,000.00 liability and Worker's Compensation is required. If you cannot furnish these, you must furnish us with a Certificate of Non-Coverage.
- 5. All bids on public construction contracts exceeding \$50,000.00 shall accompany the bid with a certified check, cashier's check, or bid bond equal to 5% of the bid, which shall be deposited with the awarding public agency as a guaranty. Or, an irrevocable letter of credit issued by a financial institution, insured by the FDIC on behalf of the awarding public agency, in an amount equal to 5% of the bid.

NOTE: ALL BID PROPOSALS WILL BE DEEMED INVALID AND THEREFORE REJECTED WHICH DO NOT CONTAIN THE "INVITATION TO BID" AND THE SIGNED AND NOTARIZED "NON-COLLUSION AFFADAVIT".

Thank you for your cooperation and participation in this bidding procedure. Should you have any questions, please feel free to contact the Beaver County Clerk's Office at 580-625-3141.

Respectfully,

Kelly Yeomans Beaver County Clerk

Beaver County, Oklahoma Kelly Yeomans, Beaver County Clerk COUNTY PURCHASING OFFICE P.O. Box 338

Beaver, Oklahoma Phone: (580) 625-3151

INVITATION TO BID

DATE ISSUED

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

Page 1 OF 75

BID NUMBER			BID CLOSING DATE AND HOUR	REQUIRED DELIVERY DATE		Y DATE
	#2		March 21, 2025 at 4:00 p.m.			
TERMS:					DATE OF DELIVERY:	
		Unit of				
Item	Quantity	Issue	Description		Unit Price	Total
-			The Board of County Commissioners	s will		
			open sealed bids for Construction of			
			District #3 Shop Building as per			
			attached specifications			
			attaoried specifications			
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			L			
			Bids will be opened on			
			March 24, 2025 at 11:00 A.M.			
			The Board reserves the right to rej	ject		
			any or all bids.			
		į.		- 1		

TERMS AND CONDITIONS

1,	Sealed bids will be opened in the Commissioner's Conference R	oom,F	3eaver				
	County Courthouse,, Oklahom	na, at the time and date	shown on the				
_	invitation to bid form.						
2.	2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number						
2	and closing date written on the outside of the envelope.						
	3. Unit prices will be guaranteed correct by the bidder. 4. Firm prices will be F.O.B. destination.						
	. Firm prices will be F.O.B. destination. . Purchases byBeaverCounty, Oklahoma, are not subject to state or federal taxes.						
	. Purchases by						
	Oklahoma laws require each bidder submitting a bid to a county						
	sworn statement of non-collusion. A form is supplied below.	3					
8.	Bids will be firm until						
	(Date)						
or of me pa otl	nong bidders in restraint of freedom of competition by agreement to with any state official or employee as to quantity; quailty or price in said prospective contract; or in any discussion between bidders a price or other thing of value for special consideration in the letting of id, given or donated or agreed to pay, give or donate to any office their entity) any money or other thing of value, either directly or indirest to this bid.	n the prospective contr nd any state official con of a contract; that the b r or employee of the St	ract or any other terms ncerning exchange of pidder/contractor has not tate of Oklahoma (or				
Sul	oscribed and sworn before this day						
of	20	(SEAL)					
		, ,					
Му	commission expires		Title:				
		Print Name:					
,-	NOTABLE PROPERTY OF THE PARTY.	Address:	Phone:				
	NOTARY PUBLIC (CLERK OR JUDGE)	City:	State:				
			Zip:				

NOTE: Other terms and conditions can be added at the discretion of the county officers.

BEAVER COUNTY BARN, TURPIN, **OKLAHOMA**

116 W. WHEELER ST. TURPIN, OKLAHOMA 73950





D.C. ASSOCIATES
7505 LARAMIE ROAD
NORMAN. OKLAHOMA 73071 (405) 650-4393

BID PROPOSAL FORM

AGREEMENT:				
Made this	day of		in the year 2024	ŀ.
BETWEEN:				
(Owner):	County of	Beaver		
Name & address:	County of 111 W. 2 nd Beaver, Ol	St.		
(& Contractor):				
Name & Address:				
	r			
PROJECT:	r			
(Project Name):	Bear	ver Coun	ty Barn	
(Project for):	111	ver Coun W. 2 nd St ver, OK		ers
BID PACKAGES PRO	POSALS:			
BASE BID:	CONSTRU	JCT COU	JNTY BARN:	(
	-		work pertaining ract documents	
-			dollar	s (\$)

Base Bid for the Construction of all work necessary to complete the work under the Base Bid, as defined in the Contract Documents for providing and constructing the building including, but not limited to:

- Construction of the concrete foundation and floor slab.
- Providing and erecting the metal building.
- Constructing all interior construction.
- Providing and installing all doors, frames and hardware.
- Providing and installing all overhead doors, frames and hardware.
- Providing and installing complete plumbing system.
- Providing and installing complete mechanical system.
- Providing and installing complete electrical system.
- Providing and installing complete alarm and security systems.
- Providing and installing additional door locks offsite.
- Providing and installing on-site electrical work.

SUBMIT THIS FORM WITH BID.

NOTICE TO PROCEED

Project Name: Beaver County Barn Project
Project Location:Turpin, Oklahoma
Contract Number:
Construction Number:
Type of Contract:Lump Sum
Amount of Contract \$
You are hereby notified to commence work on the referenced contract on or before, 20, and fully complete all work of said contract within 180 consecutive calendar days thereafter. Your completion date is therefore, 20 The contract provides for an assessment of the sum of \$0.00 as liquidated damages for each consecutive calendar day after the above-established contract completion date the work remains incomplete.
Dated this day of, 20
County of Beaver (City, Town, or County)
Ву:
Title:
ACCEPTANCE OF NOTICE
Receipt of the foregoing Notice to Proceed is hereby acknowledged this day of
By:
Title:

INFORMATION FOR BIDDERS

Bids will be received by Beaver County (herein called the "Owner") at 111 W. 2^{nd} St., Beaver Ok 73932 until 2:00 p.m., CST/CDST, on the ? day of ?, 2024, and then at said office publicly opened and read aloud.

Each bid must be submitted in a **sealed envelope** addressed to the County Commissioners at 111 W. 2nd St., Beaver, OK 73932. Each sealed envelope containing a bid must be plainly marked on the outside as a "Bid for Beaver County Barn" and the envelope should bear on the outside the bidder's name, address and license number, if applicable, and the name of the project for which the bid is submitted.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves on the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids have been submitted, no bidder shall assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Prior to bidding, the Owner shall provide bidders with all information that is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of this contract.

Each bid must be accompanied by a bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment the payment bond and performance bond and/or statutory bond have been executed and approved, after which is will be returned. A certified check may be used in lieu of the bid bond.

A performance bond and a payment/statutory bond, each in the amount of 100 percent of the contract price and each with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bonds are payment bonds and performance bonds must file with each bond a certified copy of their Power of Attorney bearing the effective date.

The party to whom the contract is awarded will be required to execute the agreement and obtain the performance bond and statutory bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the Owner may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, statutory bond and agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, the bidder may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and contractor. If the Notice to Proceed has not been issued within the ten-day period or within the period mutually agreed upon, the contractor may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A condition or qualified bid will not be accepted.

Award will be made to the lowest responsible bidder.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure

or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation with respect to its bid.

Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including, specifically, the provisions of the Equal Opportunity Clause set forth in the Supplemental General Conditions.

SPECIAL NOTE TO BIDDERS:

As a part of the bid on this project, the successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within the public right-of-way in the same manner as in private right-of-way.

BID PROPOSAL

Proposal of
(hereinafter called "Bidder"), organized and existing under the laws of
the State of, doing business as
*, to the Beaver County Commissioners (hereinafter
called "Owner").
In compliance with your Advertisement for Bids, Bidder hereby
proposes to perform all work for the construction of a new Beaver County
Barn in strict accordance with the contract documents within the time set
forth therein and at the prices stated below.
By submission of this bid, each Bidder certifies, and in the case of
a joint bid each party certifies as to its own organization, that this
bid has been arrived at independently, without consultation, commun-
ication or agreement as to any matter relating to this bid, with any
other Bidder or with any competitor.
Bidder hereby agrees to commence work under this contract within ten
(10) days of the date to be specified in the Notice to Proceed and to
fully complete the project within 180 consecutive calendar days
thereafter. Bidder further agrees to pay as liquidated damages the sum
of \$100.00 for each consecutive calendar day thereafter as provided in
Section 15 of the General Conditions. If alternates are added, the
contract time will be adjusted accordingly.
No Bidder may withdraw a bid within 60 days after the actual opening
thereof. Each bid must be accompanied by a bid bond payable to Owner for
5% of the amount bid.
Bidder acknowledges receipt of the following addenda:
Bidder agrees to perform all the work described in the contract

Bidder agrees to perform all the work described in the contract documents for the following unit prices or lump sum.

NOTE: Bids shall not include sales tax.

^{*}Insert "a corporation", "a partnership" or "an individual", as applicable.

BID SCHEDULE

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
11	=				, a) - 13
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×*			.s:		
					1
				-	
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	s				

	3			
n Respectfu	lly submitted,			
Signature	9	F	irm Name	
Title		——————————————————————————————————————	ldress	
Employer	I.D.> No.		ddress	
[(SEAL) i	f bid is by a corpo		elephone No.	
ATTEST:				
Secretary,	/Witness	Da	ate	
12				

BUSINESS RELATIONSHIPS AFFIDAVIT

) ss	
COUNTY OF)	**************************************
	of lauful ago being finet duly assum
	, of lawful age, being first duly sworn the agent authorized by the Bidder to
	further states that the nature of any
	er business relationship presently in
	e (1) year prior to the date of this:
statement with the architect engi	neer or other party to the project is
as follows:	neer or other party to the project is
ab lollows.	l .
;	
	3
Affiant further states that ar	ny such business relationship presently
	one (1) year prior to the date of this
	irector of the bidding company and any
	ectural or engineering firm or other
party to the project is as follows:	
S	:
7- 30 ->1.> 1	The state of the s
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ALLEGIE EULEVILLE D'UUUUD UIIQU UI	ne names of all persons having any such
business relationships and the pos:	ne names of all persons having any such itions they hold with their respective
business relationships and the pos:	
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companies or firms are as follows: (if none of the business relating Affiant should so state.) Subscribed and sworn to before	onships hereinabove mentioned exist, Affiant e me this day of,
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business relationships and the post companies or firms are as follows: (if none of the business relating Affiant should so state.) Subscribed and sworn to before	onships hereinabove mentioned exist, Affiant e me this day of,
business relationships and the post companies or firms are as follows: (if none of the business relation Affiant should so state.) Subscribed and sworn to before	onships hereinabove mentioned exist, Affiant e me this day of,

NOTE: This form is to be submitted with the bid.

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA) State of Oklahoma) State of Oklahoma)
COUNTY OF)
, of lawful age, being first duly
sworn upon oath, states that (s)he is the agent authorized by the Bidder
to submit the attached bid. Affiant further states that the Bidder has
not been a party to any collusion among bidders in restraint of freedom
of competition by agreement to bid at a fixed price or to refrain from
bidding or with any State official or employee as to quantity, quality or
price in the prospective contract or any other terms of said prospective
contract or in any discussions between bidders and any State official
concerning exchange of money or other thing of value for special
consideration in the letting of a contract.
Affiant
Subscribed and sworn to before me this day of
· · · · · · · · · · · · · · · · · · ·
e de la companya de l
Notary Public
My Commission Expires:

NOTE: This form is to be submitted with the bid.

d No. t

PAYROLL AFFIDAVIT

STATE OF OKLAHOMA)		
COUNTY OF) ss.	⊛	
	, of law	ful age, being firs	t duly sworn
upon oath, states that (s)he is the age	nt authorized by the	he Bidder to
submit the attached bid.	Affiant further	states that (s)he h	nas submitted
the required payroll info	rmation to the	Wage and Hour Div	ision of the
Employment Standards Admir	nistration of t	the United States D	epartment of
Labor.			
2 -00 -80			
	Affi	iant	
Subscribed and sworn	to before me th	is day of	
	Nota	ary Public	
My Commission Expires:			

ą.

CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)) ss.
COUNTY OF)
The undersigned(engineer or supervisory official), of lawfu
age, being first duly sworn upon oath, states that thisinvoice, claim
or contract) is true and correct. Affiant further states that the
(work, services or materials) , as shown by this invoice or claim
have been(completed or supplied) in accordance with the plans
specifications, orders or requests furnished to the Affiant. Affian
further states that (s)he has not paid, given or donated or agree to pay
give or donate, either directly or indirectly, to any elected official
officer or employee of the State of Oklahoma any money or any other thin
of value to obtain payment or the award of this contract.
Affiant (Engineer or other Supervisory Official)
Subscribed and sworn to before me this day of
Notary Public
My Commission Expires:

BID BOND

We, the undersigned,	
as Principal, and	, as
Surety, are hereby held and firmly boun	d unto
, as Owner, in the	penal sum of
for the payment of	which, well and truly to be made,
hereby jointly and severally bind ou	rselves, our successors and our
assigns.	
Signed this day of	··
The condition of the above oblic	gation is such that, whereas the
Principal has submitted to	a
certain bid, attached hereto and hereby	made a part hereof, to enter into
a contract, in writing, for the	
	·;

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

THIS MUST BE SUBMITTED WITH THE BID

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

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

		Principal
ah An	r the fig.	
<i>'</i> .		Surety
5.	\$	
4 .		Ву:
ATTEST:	(if by corporation)	•
	St. Ant.	

July Who I

CONTRACT

Tn	us contra	ict, made	e and	entered	into by	and	beti	ween			
									Party	of	the
First Pa	art, here	inafter	design	ated as	Contrac	tor,	and	the			
as Party	y of the	Second P	art, h	ereinaf	ter desi	gnate	d as	the	Owner,	to-w	it:
WH	EREAS, th	e Contra	ctor :	is the 1	owest ar	nd bes	st b	idder	for:		
	·										
1											
	* \$ at										
for the	total bi	d price,	as a	ccepted,	of						
÷-	ŕ	_		Dollars);		
									_		
NO	W, THEREF	ORE, the	e Cont	ractor,	for the	cons	ider	atio	n herei	n nar	ned,
hereby a	agrees to	do and	compl	ete the	work al	bove	ment	ione	d in ac	cord	ance
with th	e plans	adopted	and a	approved	by the	e Own	er a	and o	on file	in	the
office of	of the C	ounty Co	mmiss	ioners,	which p	lans	and	spe	cificat	ions	are
made a	part of	this c	ontrac	t by r	eference	as	if	atta	ched he	ereto	or
written	in detai.	l herein									

It is further agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid, as accepted, as provided in the specifications and that, upon final completion of this contract work, the Contractor will receive the full compensation payment according to the schedule of prices as contained in his bid, as accepted, and that, upon receipt by the Contractor of final claim, the same shall be paid in full for all claims of every kind and description the Contractor may have arising out of this contract.

It is further agreed that the Contractor will commence said work

within 10 days from the date of the Work Order and perform same

vigorously and continuously and complete the same on or before

The Notice to Bidders, the Instructions to Bidders, the Special and General Provisions of specifications and the Contractor's Bid Proposal, each of said instruments on file in the office of the County Commissioners, are hereby referred to and, by reference thereto, are made a part of this contract as if fully written in detail or attached hereto.

= 4

IN WITNESS WHEREOF, the Parties of hereunto set their hands and seals th	
SEAL ATTEST:	Contractor
By:	Ву:
Typed Name & Title	Typed Name & Title
ŜEAL ATTEST:	Owner
By:	By:
Typed Name & Title	Typed Name & Title

GENERAL CONDITIONS

1.	Definitions	17.	Subsurface Conditions
2.	Additional Instructions & Detail Drawings	18.	Suspension of Work, Termination & Delay
3.	Scheduled, Reports and Records	19.	Payments to Contractor
4.	Drawings and Specifications	20.	Acceptance of Final
5.	Shop Drawings		Payment as Release
6.	Materials, Services & Facilities	21.	Insurance
7, .	Inspection & Testing	22.	Contract Security
7 8. 9.	Substitutions	23.	Assignments
9.	Patents:	24.	Indemnification
10.	Surveys, Permits, Regulations	25.	Separate Contracts
11.	Protection of Work, Property,	26.	Subcontracting
	Persons	27.	Architect's Authority
12.	Supervision by Contractor	28.	Land and Rights-of-Way
13.	Changes in the Work	29.	Guaranty
14.	Changes in Contract Price	30.	Arbitration
15.	Time Completion & Liquidated Damages	31.	Taxes
16.	Correction of Work		

1. DEFINITIONS: Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

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- a. Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.
- b. $\underline{\underline{\text{Bid}}}$: The offer or proposal of the bidder submitted on the $\underline{\text{prescribed}}$ form setting forth the prices for the work to be performed.
- c. <u>Bidder</u>: Any person, firm or corporation submitting a bid for the work.
- d. <u>Bonds</u>: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the 'Contractor and the Contractor's surety in accordance with the contract documents.
- e. <u>Change Order</u>: A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.
- f. <u>Contract Documents</u>: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.
- g. Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.

- h. Contract Time: The number of calendar days stated in the contract documents for the completion of the work.
- i. <u>Contractor</u>: The person, firm or corporation with whom the Owner has executed the agreement.
- j. <u>Drawings</u>: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the architect.
- k. Architect: The person, firm or corporation named as such in the contract documents.
- 1. Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the architect to the Contractor during construction.
- m. Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.
- n. Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.
- o. Owner: A public or quasi-public body or authority, corporation, association, partnership or individual for whom the work is to be performed.
- p. <u>Project</u>: The undertaking to be performed as provided in the contract documents.
- q. Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.
- r. Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- s. <u>Specifications</u>: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- t. <u>Subcontractor</u>: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

- u. Substantial Completion: That date certified by the architect when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.
- v. Supplemental General Conditions: Modifications to General Conditions required by a Federal agency for participation in the project and approved by the agency in writing prior to being included in the contract documents or such requirements that may be imposed by applicable State laws.
- w. <u>Supplier</u>: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- x. Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.
- y. Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

- a. The Contractor may be furnished additional instructions and detail drawings by the architect as necessary to carry out the work required by the contract documents.
- b. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS:

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- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the contract documents for the work to be performed.
- b. Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which the Contractor proposes to carry on the work, including dates at which the various parts of the work will be "started, estimated date of completion of each part and, as applicable:

- (1) The dates at which special detail drawings will be required; and
- Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- c. The Contractor shall also submit a schedule of payments the Contractor anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATIONS:

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- The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- b. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.
- c. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the architect, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. SHOP DRAWINGS:

- a. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The owner shall promptly review all shop drawings. The owner's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.
- b. When submitted for the owner's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

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6. MATERIALS, SERVICES AND FACILITIES:

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- a. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- b. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.
- c. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- d. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the owner.
- e. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts or other agreements by which an interest is retained by the seller.

7. INSPECTION AND TESTING:

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.
- b. The Owner shall provide all inspection and testing services not required by the contract documents.
- c. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.
- d. If the contract documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the architect timely notice of readiness. The Contractor will then furnish the architect the required certificates of inspection, testing or approval.
- e. Inspections, tests or approvals by the architect or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.

- f. The owner and the owner's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.
- g. If any work is covered contrary to the written instructions of the owner, it must, if requested by the owner, be uncovered for the owner's observation and the covering replaced at the Contractor's expense.
- If the owner considers it necessary or advisable that covered h. work be inspected or tested by others, the Contractor, at the owner's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the owner may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all expenses of such uncovering, exposing, observing, inspecting and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposing, inspecting, testing and reconstruction and an appropriate change order shall be issued.
- 8. SUBSTITUTIONS: Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the owner, such material, article or piece of equipment is of equal substances and function to that specified, the owner may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.
- 9. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent

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rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the architect.

10. SURVEYS, PERMITS, REGULATIONS:

- a. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.
- b. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- c. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the architect in writing and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements,

roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the architect or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the owner or owner, shall act to prevent the threatened damage, injury or loss. The Contractor will give the owner prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.
- 12. SUPERVISION BY CONTRACTOR: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

13. CHANGES IN THE WORK:

- a. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. The owner may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall

proceed with the performance of any changes in the work so ordered by the owner unless the Contractor believes that such field, order entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the owner written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the Owner.

- 14. CHANGES IN CONTRACT PRICE: The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:
 - a. Unit prices previously approved;
 - b. An agreed lump sum.
- 15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:
 - a. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
 - b. The Contractor will proceed with the work at such rate of progress as to ensue full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
 - c. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.
 - d. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or architect:
 - (1) Any preference, priority or allocation order duly issued by the Owner;
 - (2) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not

restricted to acts of God, acts of the public enemy, acts or the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

(3), Any delays of subcontractors occasioned by any of the causes specified in paragraphs 15d(1) and 15d(2) of this article.

16. CORRECTION WORK:

- a. The Contractor shall promptly remove from the premises all work rejected by the architect for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.
- b. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS:

- a. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:
 - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or
 - (2) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.
- b. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.
- 18. SUSPENSION OF WORK, TERMINATION AND DELAY:

- a. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the owner fixing the date on which work shall be resumed. The Contractor will resume that work on the date, so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.
- b. If any of the following conditions occur:
 - The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;
 - (2) A trustee or receiver is appointed for the Contractor or for any of its property;
 - (3) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;
 - (4) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;
 - (5) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;
 - (6) The Contractor disregards laws, ordinance, rules, regulations or orders of any public body having jurisdiction over the work;
 - (7); The Contractor disregards the authority of the architect or otherwise violates any provision of the contract documents;

then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, frichiting compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the architect and incorporated in a change order.

- C. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.
- d. After ten (10) days from the deliver of a written notice to the Contractor and the architect, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.
- If, through no act or fault of the Contractor, the work is e. suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the architect fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the architect or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to and in lieu of terminating the contract, if the architect has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and architect, stop the work until paid all amounts then due, in which event and upon resumption of the work, change orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.
- f. If the performance of all or any portion of the work is suspended, delayed or interrupted s a result of a failure by the Owner to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by change order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner.

19. PAYMENT TO CONTRACTOR:

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a. At least ten (10) days before each progress payment falls due (but not more often that once a month), the Contractor will submit to the architect a partial payment estimate filled out

and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the architect may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The owner will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the architect certifies that the job is not proceeding satisfactorily and amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained; however, in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

- b. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.
- c. Prior to substantial completion, the Owner, with the approval of the owner and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This, provision shall not be construed as relieving the Contractor of the sole responsibility for the care and

protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

e. Upon completion and acceptance of the work, the architect shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

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- f. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts therefor, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any, and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents. event shall these provisions be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- g. If the Owner failed to make payment within thirty (30) days after approval by the architect, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
- 20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any

obligations under the contract documents or the performance of the payment bonds.

21. INSURANCE:

- a. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
 - (1) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;
 - (3) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
 - (4) Claims for damages covered by the usual personal injury liability coverage which are sustained by:
 - (a) Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
 - (b) Any other person;
 - (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- b. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.
- c. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:
 - (1) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of

not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident and a limit of liability not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

- (2) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.
- d. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is . performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor Workers' Compensation similarly to provide insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' , Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.
- e. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

22. CONTRACT SECURITY:

a. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance

bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such bonds shall be executed by the ·Contractor and a corporate bonding company licensed to transiact such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall e paid by the Contractor. No further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

23. ASSIGNMENTS: Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title or interest therein or any obligations thereunder without written consent of the other party.

24 INDEMNIFICATION:

- a. The Contractor will indemnify and hold harmless the Owner and the architect and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- b. In any and all claims against the Owner or the architect or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by an of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, disability benefits acts or other employee benefits acts.

c. The obligation of the Contractor under this paragraph shall not extend to the liability of the architect, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25. SEPARATE CONTRACTS:

- a. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the architect any defects in such work that render it unsuitable for such proper execution and results.
- b. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.
- c. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING:

- a. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.
- c. The Contractor shall be as fully responsible to the Owner for the lacts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the

Contractor is for the acts and omissions of persons directly employed by the Contractor.

- d. the Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract document's insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- e. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

27. ARCHITECT'S AUTHORITY:

- a. The architect shall not act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and work performed and shall interpret the intent of the contract documents in a fair and unbiased manner. The architect will make visits to the site and determine if the work is proceeding in accordance with the contract documents.
- b. The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- c. The architect will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- d. The owner shall promptly make decisions relative to interpretation of the contract documents.

28. LAND AND RIGHTS-OF-WAY:

- a. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.
- b. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.
- c. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

GUARANTEE: The Contractor shall guarantee all materials and 29. equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby The performance bond shall remain in full force and incurred. effect throughout the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT:

- a. All claims, disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.
- b. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the architect. Request for arbitration shall in no event be made on any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.
- c. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.
- 31. TAXES: The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed.

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend or supplement the General Conditions and shall supersede any conflicting provisions of this contract. All provisions of the General Conditions which are not changed, amended or supplemented remain in force.

- 1. Contract Approval
- 2. Contract Change Orders
- 3. Partial Payment Estimates
- 4. Conflict of Interest
- 5. Protection of Lives & Property
- 6. Remedies
- 7. Gratuities
- 8. Audit & Access to Records
- 9. Small Minority & Women's Businesses
- 10. Anti-Kickback
- 11. Violating Facilities

- 12. State Energy Policy
- 13. Equal Opportunity
- 14. Non-Resident Contractor Registration
- 15. Payment for Materials
 Stored on Site
- 16. Change order Approval
- 17. Final Inspection
- 18. Partial Occupancy & Use
- 19. Permits Requiring Time Schedule
- 20. Clean Up Release

1. CONTRACT APPROVAL:

- a. The Owner and the Contractor will furnish the Owner's attorney such evidence as is required to enable the Owner's attorney to complete and execute "Certificate of Owner's Attorney" (Section 14).
- b. When a performance bond and payment bond are provided, the United States, acting through HUD, will be named as co-obligee in these bonds unless prohibited by State law. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State where the project is located.
- c. This contract is expected to be funded in part with funds from HUD. Neither the United States nor any of its departments, agencies or employees is or will be a party to this contract or any subcontract.

2. CONTRACT CHANGE ORDERS:

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a. All, changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written contract change order that is mutually agreed to by the Owner and the Contractor. The contract change order will include extra work, work for which quantities have been altered from those shown on the bidding schedule and decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

- b. A "Contract Change Order" shall be used to record contract changes.
- c. When the contract sum is in whole or in part based on unit prices, the Owner reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work.

3. PARTIAL PAYMENT ESTIMATES:

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- a. "Partial Payment Estimates" shall be used when estimating periodic payments due the Contractor.
- b. The Owner may, after consultation with the architect, withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
 - (1) Defective work not remedied;
 - (2) Claims filed;
 - (3) Failure of Contractor to make payments properly to subcontractors or suppliers;
 - (4) A reasonable doubt that the work can be completed for the balance then unpaid;
 - (5) Damage to another contractor;
 - (6) Performance of work in violation of the terms of the contract documents.
- c. Where work on unit price items is substantially complete but lacks testing, clean-up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, cleanup and/or corrections.
- d. When the items in 3.b. and 3.c. are cured, payment shall be made for amounts withheld because of them.
- e. Payments will not be made that would deplete the retainage or place in escrow any funds required for retainage or invest the retainage for the benefit of the contract.

4. CONFLICT OF INTEREST:

a. Unacceptable Bidders:

(1) No engineer or architect (individual or firm, including persons they employ) who has prepared plans and specifications will be considered an acceptable bidder.

Any firm or corporation in which such engineer or architect (including persons they employ) is an officer or an employee or holds or controls a substantial interest will not be considered an acceptable bidder.

- (2) Contracts or purchases by the Contractor shall not be awarded or made to a supplier or manufacturer if the engineer or architect (firm or individual) who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Bids will not be awarded to firms or corporations owned or controlled wholly or in part by a member of the governing body of the Owner or to an individual who is such a member.
- b. None of the Owner's officers, employees or agents shall engage in the award or administration of this contract if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his partner or an organization which employs him or is about to employ him, or any of the above, has a financial or other interest in the Contractor. None of the Owner's officers, employees or agents shall solicit or accept gratuities, favors or anything of monetary value from the Contractor or subcontractor.

5. PROTECTION OF LIVES AND PROPERTY:

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- a. In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State safety and health agency requirements.
- b. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plant, appurtenances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.
- 6. REMEDIES: Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this contract or the breach thereof will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction with the State in which the Owner is located.
 - a. The arbitration provisions of this section may be initiated by either party to this contract by filing with the other party and the engineer/architect a written request for arbitration.
 - b. Each party to this contract will appoint one arbitrator and the two arbitrators will select the third arbitrator.

- c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
- d. The procedure for conducting the hearing will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. GRATUITIES:

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- a. If the Owner finds, after a notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner in an attempt to secure this contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the Owner may, by written notice to the Contractor, terminate this contract. The Owner may also pursue other rights and remedies that the Law or this contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the remedies clause of this contract.
- b. In the event this contract is terminated as provided in paragraph 7.a., the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount determined by the Owner, which shall be not less than three nor more than ten times the cost the Contractor incurs in providing any gratuities to any such officer or employee.
- 8. AUDIT AND ACCESS TO RECORDS: For all negotiated contracts except those of \$10,000 or less, HUD, the Comptroller General, the Owner or any of their duly-authorized representatives shall have access to any books, documents, papers and records of the Contractor which are pertinent to the contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractor shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- 9. SMALL, MINORITY AND WOMEN'S BUSINESSES: If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall consist of:
 - a. Including qualified small, minority and women's businesses on solicitation lists;
 - b. Assuring that small, minority and women's businesses on solicited whenever they are potential sources;

- c. Dividing total requirements when economically feasible;
- d. Establishing delivery schedules where the requirements of the work permit, which will encourage participation by small, minority and women's businesses.
- e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce;
- f. Requiring each party to a subcontract to take the affirmative steps of this section; and
- g. Contractors are encouraged to procure goods and services from labor surplus area firms.
- 10. ANTI-KICKBACK: The Contractor shall comply with the Copeland Anti-Kickback Act (18 USC \$874) as supplemented in Department of Labor regulations 929 CFR 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public facilities to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to FmHA.
- 11. VIOLATING FACILITIES: Where this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders or requirements issued under the Clean Water Act (33 USC \$1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR 15), which prohibit the awarding of non-exempt Federal contracts, grants or loans to facilities included on the EPS's list of violating facilities. The Contractor will report violations to the EPA.
- 12. STATE ENERGY POLICY: The Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan shall be utilized.

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- 13. EQUAL OPPORTUNITY REQUIREMENTS: For all contracts in excess of \$10,000, the Contractor shall comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR 60).
 - a. The Contractor's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications as set forth in 41 CFR 60-4, and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be

- substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.
- b. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of the award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.
- 14. NON-RESIDENT CONTRACTOR REGISTRATION: Any non-resident Contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of each county in which contract work will be performed. This must be done prior to commencing work under the contract.
- 15. PAYMENT FOR MATERIAL STORED ON SITE: The following items will be required if the Contractor requests payment for material stored on the site (see Paragraph 19.b. of the General Conditions):
 - a. Invoices, approved and initialed by the consulting architect and the Owner, showing the quantity, size, cost, etc., of the material;
 - b. Payment will be made only for material stored in a location approved by the Owner. The storage area must provide adequate protection from the elements and the material must be stored so it can be promptly inspected. Material strung throughout the job site will not be considered properly stored.
 - c. The ten percent retainer that applies to material installed will also apply to materials stored on the site;
 - d. When payment for material stored on the site is received, a paid invoice for that payment from the supplier must be submitted to the Owner prior to the payment of the next partial pay estimate.
- 16. CHANGE ORDER APPROVAL: All change orders must be approved by the Owner.

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- 17. FINAL INSPECTION: A final inspection will be made by the Owner before final payment is made. Final payment will not be made until the Owner certifies in writing that the construction has been completed as planned. If the Oklahoma State Department of Health has issued a permit and approved the plans and specifications on this project, they must concur in the final inspection.
- 18. PARTIAL OCCUPANCY AND USE: The Owner, upon advance written notification to the Contractor, shall have the right to occupy and use any completed or partially-completed portions of the project, regardless of the percentage of completion of the entire project, when such occupancy and use is to the Owner's best interest. Such partial occupancy and use shall be upon the following terms:
 - a. The architect shall make an inspection of the portion or portions of the project concerned and report to the Owner his findings as to the acceptability and completeness of the work. The architect's report shall include a list of items to be completed or corrected before final payment.
 - b. The Owner, upon acceptance of the architect's report, shall give written notice to the Contractor of the Owner's intent to occupy and use said portions of the project. The Owner's notice shall include a copy of the architect's report, shall clearly identify the portions of the project to be occupied and used and shall establish the date of said occupancy and use.
 - c. From the date thus established, the Owner shall assume all responsibilities for operation, maintenance and the furnishing of water, gas and electrical power for the portions of the project thus occupied and used. The Owner shall have the right to exclude the Contractor from those portions of the project but shall provide the Contractor with reasonable access to complete or correct necessary items of work.
 - d. The guarantee required by the General Conditions shall not begin until completion and final acceptance of the entire project except as to items of equipment specified, such as instrumentation, electrical and mechanical equipment, which are thus used by the Owner. For said equipment, the warranty shall start from the date established in the written notice from the Owner.
 - e. Occupancy or use of any space in the project shall not constitute acceptance of work not performed in accordance with the contract or relieve the Contractor of liability to perform any work required by the contract but not completed at the time of said occupancy and use.
 - f. The Contractor shall not be held responsible for fair wear and tear or damage resulting from said occupancy except to the extent such damage is covered by the warranty.

- g. The partial occupancy and use of any portion or portions of the project by the Owner shall not constitute grounds for claims by the Contractor for release of any amounts retained from payments under the provisions of the contract. The retained amounts will not be due until completion of the entire project for final acceptance and final payment as set forth in the General Conditions.
- 19. PERMITS REQUIRING TIME SHHEDULE: The Contractor shall be responsible for contacting all Federal, State, County or railroad personnel required to be contacted and as set forth in any permits with respect to time schedule before commencing any work for which a permit is required.
- 20. CLEAN-UP RELEASE: The Contractor shall secure a cleanup release satisfactory to the Owner from any Federal, State, county or railroad agency after the work for which a permit has been obtained has been completed.

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ATTORNEY'S CERTIFICATE OF APPROVAL OF CONTRACT AND BONDS

I, the	e undersi	gned			,	the fully auth	orized an	d acting legal rep	presentative of
the (City of G	eary, Oklahon	a, do her	eby certify as follo	ows:				
I	have	examined	the	construction	contract	between	the	construction	contractor,
					, and	the above-na	med enti	ity and the surety	y bonds given
by the	he constr	uction contrac	ator in con	nection with the	performance	of said contr	act and t	he manner of ex	ecution of the
cont	ract and	surety bonds a	and I am	of the opinion th	at each of the	e aforesaid ag	reement	has been duly ex	recuted by the
prop	er parties	s thereto, actin	g through	their duly author	rized represe	ntatives, that	said repre	esentatives have f	full power and
auth	ority to e	xecute said ag	reements	on behalf of the r	espective par	ties named the	erein and	that the foregoin	g contract and
sure	ty bonds	constitute vali	id and leg	ally binding oblig	gations upon	the parties ex	ecuting th	ne same in accord	dance with the
term	s, conditi	ions and provi	sions ther	eof.					
Date	ed the	and have been a	day of_		, 2015	•		*	
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			, Okl	ahoma					

PERFORMANCE BOND

corporation organized under the laws of the State of, as surety, are held and firmly bound unto, in the penal sum of, in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.
corporation organized under the laws of the State of, as surety, are held and firmly bound unto, in the penal sum of, in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally,
Dollars (\$), in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally,
Dollars (\$), in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally,
of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally,
administrators, trustees, successors and assigns, jointly and severally,
firmly by these presents.
The condition of this obligation is such that, whereas said
Principal entered into a written contract with, dated,,
for
all in compliance with the plans and specifications therefor, made a part
of said contract and on file in the office of
(Name and Address of Agency)
NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications and if said Principal shall protect and save harmless said from any pecuniary loss resulting from the breach of any of the items, covenants and conditions of said contract resting upon said Principal, then this

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

obligation shall be null and void, otherwise to be and remain in full

force and effect.

IN WITNESS, WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly-authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized to do so, the day and year set forth below.

Dated this day of	·
	PRINCIPAL:
•	
	Ву:
ATTEST:	
	SURETY:
	e e
	By:
	Attorney-In-Fact

STATUTORY BOND

V	No
We,	, as Principal, and
	, a corporation
organized under the laws of the	State of, as
Surety, are held and firmly bound	d unto the State of Oklahoma in the
amount of	Dollars
(\$) for the payment of	of which we hereby bind ourselves, our
heirs, executors, administrators	and assigns, jointly and severally,
firmly by these presents.	
Dated this day of	·
WHEREAS, the said	
	enter into a certain contract with
for the construction of	·
AND WHEREAS, this bond is give Annotated, 194, Title 61, Sections	en in compliance with Oklahoma Statutes 1 and 2, as amended;
if the Principal shall pay all inde or rental of machinery or equipment public building or in making s	of the above obligation is such that, btedness incurred for labor, materials furnished in the construction of said aid public improvements, then this to remain in full force and effect.
IN WITNESS WHEREOF we have her and year first above written.	reunto set our hands and seals the day
	9
	By:Bonding Company
ATTEST (If by corporation)	
Allhor (if by Corporacton)	By:
	Attorney

MAINTENANCE BOND

(Defect Bond)

, as Principal, and
, a corporation organized
under the laws of the State of and authorized to
transact business in the State of Oklahoma, as Surety, are held and
firmly bound unto
(City, Town or Trust Authority)
in the penal sum of
(\$) in lawful money of the United States of America,
said sum being equal to one hundred percent (100%) of the contract price,
for payment of which, well and truly to be made, we bind ourselves and
each of us, our heirs, executors, administrators, trustees, successors
and assigns, jointly and severally, firmly by these presents.
The condition of this obligation is such that, whereas said
Principal entered into a written contract with
(City, Town or Trust
, dated,, for
all in compliance with the plans and specifications therefor, made a part
of said contract and on file in the office of
;
NOW, THEREFORE, if said Principal shall pay or cause to be paid to
all damage, loss and expense which may
(City, Town or Trust Authority)
result by reason of defective materials and/or workmanship in connection
with said work occurring within a period of one (1) year from and after
the acceptance of said project by,
(City, Town or Trust Authority)
then this obligation shall be null and void, otherwise to be and remain
in full force and effect.
It is further expressly agreed and understood by the parties that no
changes or alterations in said contract and no deviations from the plan
or mode of procedures herein fixed shall have the effect of releasing the
sureties, or any of them, from the obligations of this Bond.
IN WITNESS WHEREOF, the said Principal has caused these presents to
be executed in its name and its corporate seal to be hereunto affixed by
its duly-authorized officers and the said Surety has caused these
presents to be executed in its name and its corporate seal to be hereunto
· I
affixed by its Attorney-In-Fact, duly authorized so to do. the day and
affixed by its Attorney-In-Fact, duly authorized so to do, the day and year set forth below.

Attachment 6

		PRINCIPAL:	
			1
		Ву:	
ATTEST:	To the state of th		
		•	
	5	SURETY:	
		By:Attorney-In-Fact	

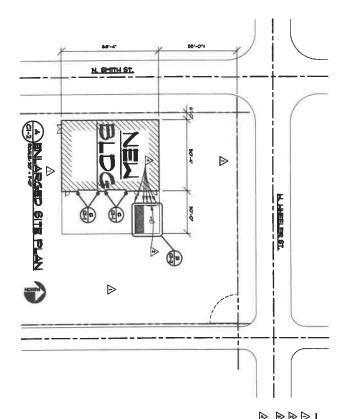
INSURANCE REQUIREMENTS

Name of Insured:			
Description of Work:			<u> </u>
Location of Work:			
	R	Expected Coverage	
Kind of Insurance	Minimum Coverage	From	То
Workers' Compensation	Legal Amount	-	r
General Public Liability and Property Damage, Including Vehicle Coverage:			
Bodily Injury - Each Person	\$500,000	-	
Bodily Injury - Each Accident	\$500,000		
Property Damage - Each Person	\$200,000		-
Property Damage - Aggregate Limit	\$200,000		
Builder's Risk (If Required)	Full Coverage	-	
Note: This covers all motor-driven vegraders, etc.	ehicles such as	cars,	trucks,
In the event of any material ch policies, the company will give fifteen	(15) days' wr		
			ı

Statements such as "will endeavor" and "but failure to notify Owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

Coverage shall be indicated by checking all boxes applicable. Insurance shall cover any hazards involved with the planned construction. Special coverage for blasting operations shall be listed separately on the certificates.

The Owner shall be listed as the certificate holder.



KEY NOTES:

- EXISTING GRAVEL DRIVE
- HANDICAPPED HANNING DETAIL -NEH CONCRETE PARICHO BUTTER

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EXTERIOR CONCRETE PAYING SHALL BE CONSTRUCTED WHERE CONCENTE PAYING NOTES

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-PART POLYURETHAKE ACRETATE LATEX CALLS

XX 4 MINDOM PRANTS

ARIGNA LOT STRIPINA

B. H. C. PARKING GRACE DETAIL

PAYING NOTIFE.

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> CANNACTOR AND SUSCENINACTORS TO ACQUIRE AND MANTAN SAFETH DATA SHEETS CLSD.J ON ALL PRODUCTS AND NATERIALS INCORPORATED INTO THE ACRES SARTY AND TRIVATE OF ALL HOROGER, CHARCH TO PROTECT THE HEALTH, CONTINUE THE HEALTH, SAFETY NOTES

> > SEVISIONS:

ISE ALL TEAS RECESSARY TO ADSOLUTELY PROTECT HORSES PASSESSES OF ARCHITECT PROTECT HORSES ADDITE ORIGINAL PUBLIC FROM NURT DUBNIS THE COURSE OF THE LOWS. ALL COMMACTORS AND SHECKMENTCHES TO MITTING A SAFETY PROCESS. TALL COMMON TO THE RESERVE AND SHECKMENTS OF THE HOME AND BE RESPONDING TO MITTING AND BE RESPONDING TO THE PROCESS. de mazardoub to charch perdens, passens by or the objetan public. O BLASTNA SHALL BE FEWTITED ON SITE WITHOUT THE EXTRESS WRITEN THAT ISSON OF THE OWER AND THE ARCHITECT. ACH AND EMERY COMPACTOR AND SUBCOMPRACTOR TO TAKE ACEDIATE RECALLINGS TO MARKE THE PROTECTION OF ALL EMERICA CONSTRUCTION URINA SHALL NOT DE PERMITTED ON THE OWNESS PROPERTY DUSSES THE CHESTS OF THE POSK.

ONTRACTORE AND RESCONTRACTORS SHALL PROVIDE AND HARTAN ARREST, LAVENUS STASS AND ADEQUATE LIGHTED, HARS REQUIRED TO ROCTION LAVENUS, PLASTERS FASTERS FOR CALCULATE TO TREES AND THE GENERAL UPLIC FRONT CONSTRUCTION HAZARDS. REACTORS AND REPORT RACTORS TO HANDEL HAZARDORS, DANS WITHER VARIE HATERALS SETABLIELT FROM OTHER HASTE BY TARRESTANS FEDERALT, DISPOSE OF HATERALS ACCORDING TO LICABLE LANS AND REGULATIONS.

nore all computable materials in fige-sate comandisc and in fige fact locations, federist stocks fact in fige-sate areas.

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THE DATABLE BECAUSE OF BOOK! NAME, DEATH OF A PERSON THOMAS WAS ASSESSED OF CONSTRUCTION, MAINTAINED OR A PROPERTY OF THE PROP DAYAGES, OTHER THAN THE MORK TIBELF, RECAUSE OF NAMES

PARKING LOT STREET

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BUILDING STE SHALL HAVE ACKELIATE FIRE DEPARTMENT ACCESS TO THE BUILDING ACT STE BY THE ACCESS LANES AND SUFFICIENT ACCESS TO THE BUILDING. PROPERTY AND THROUGH FIRE RATED HALLS AND PARTITIONS COPYNIT LATE THE REQUIREMENTS OF THE CURRENT EDITION OF THE RETERMENTS OF THE CURRENT EDITION OF THE RETERMENT ON THE CURRENT EDITION OF THE RESERVE EDIT

THE EXPLANATION OF SHALL BE SHALL BUT HERE SHOWN ON THE DRAWINGS AT A REQUIRED DISTANCE OF THE APART AND PERFORM REQUIRED SHIFTS OF INCIDENT HAVE A LIBERCION OF THE PROPERTY HAVE A LIBERCION OF THE

ADEQUATELY RISE CALK AROUND ALL PENETRATIONS NTO AND THROUGH PRE RATED HALLS AND PARTITIONS IBC TID. INSTRUMENTALIS AND PARTITIONS SUALI, SE CONSTRUCTED PARTIE SIXAN ON THE CIPANANIA CONTRICUENTE PARTIE SIXAN ON THE CIPANANIA CONTRICUENTE PARTIE ANTENNAS AND SUALI COPREZ HITH STATED CONSTRUCTION RECURRENCIA, MALE AND PARTITIONS ANALIZAMENTAL FINAL PROVINCE CORP. THE SEPARATION RECURRENCIA MALE AND PARTITIONS ANALIZAMENTAL SIXAN CORP.

STALL FREE DAFFERS IN ALL DUCT-LOSS PASSING FREE HALLS TO FEE. BATTLE OF THE LALL OF PASSING TO BE SOLAL TO FEE. BATTLE JULIUS PASSING TO BE SOLAL TO FEE. BATTLE JULIUS AND FASSING TO BE SOLAL TO FEE. BATTLE JULIUS PASSING FREE BATTLE FREE THE STALL TO FEE. vetrtopping of attic spaces shall be constructed as show and Cated Weire Shown on the Drawings, drawtistopping is not Cated Indianas fromded with a fill building sprinkler system

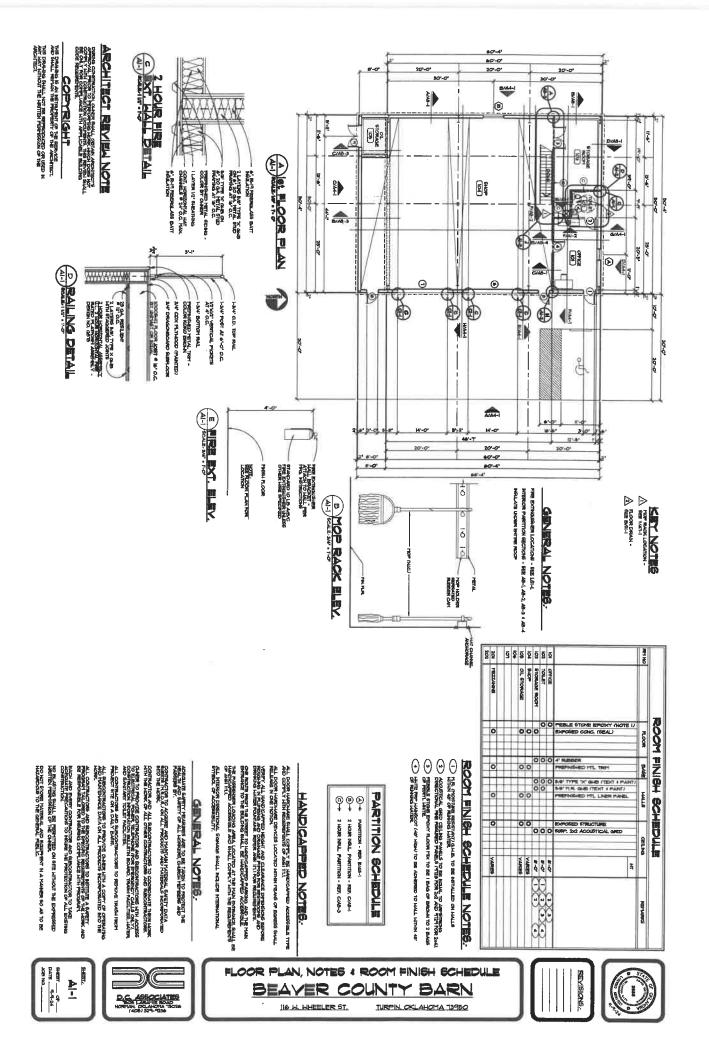
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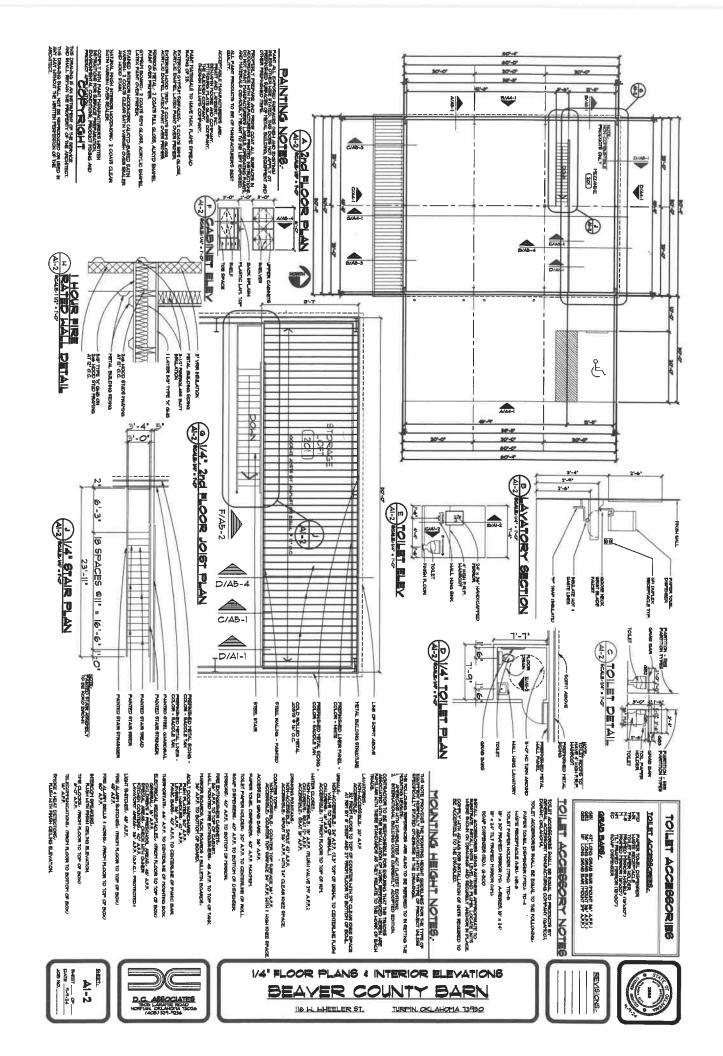
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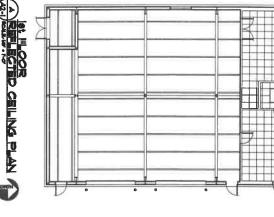




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105 CHAPTER AN ANTHER OF THE REACHEST IN THE PRANTS HERE OF THE PRODUCED OF THE PARTY HAVE AND THE PARTY HERE OF THE PARTY HAVE AND THE PARTY HERE OF THE PARTY HAVE AND THE

A REPLECIED CEILING PLAN







Matal SOFIT NOTES:

METAL SOFFIT PANELS TO BE NOTALLED HABBE SHOWN ON DRAWNOR.
METAL SOFFIT PANELS TO RECEIVE SAME INVISH AS ALL OTHER METAL
BUILDING TROPS.

SUBMENDED CELLING SYSTEM GHOLL BE NOTALLED HERE SHOWN ON DROWINGS AND AS POLLOHS. SUSPENDED CELLING SYSTEM NOTES

LIGHTING NOTE:

LIGHT FORWER LOCATION WAS THE STREET.

LIGHT FORWER DESCRIPTION AS THE COLUMN PROPERTY.

SUPPLYED ACQUITICAL CELLING STREET SHALL CONSIST OF THE POLLCHING SEPENDED CELLYO STETEN HANDER HINGE SHALL DE IN CHACHE PETAL HINES. HANDER HINES SHALL DE SECURED TO PETAL DIALDANG FURLISS HITH PETAL FURLIS SHALL DE SECURED TO PETAL DIALDANG FURLISS HITH PETAL SUPPORED ACQUISTICAL ORDIC CRITICA PAVELS SHALL DE EQUAL TO AURATONE. DRECTIONAL RESURED PAVELS BY U.S.A.

9年至1

<u>}</u>

SAPRENDED CEILING STSTEM SHALL EE NSTALLED LEVEL PLAND, AND TRAE TO LINE SYSTEM SHALL DE NSTALLED IN ACCORDANCE WITH MANUFACTURERES METTEN NSTRUCTIONS.

DATE 9-9-24









CEILING FAN WITH LIGHT

RUMACE MOUNTED RUCHERGENT LIGHT

REALDERCENT LIGHT

9000

BURRACE MOUNTED TRACK LIGHT HITH ADMISTABLE LIGHTS

SURFACE HOUNTED SOFFII LIGHT WITH ADMISTRALE PLOOD LIGHTS

SPOT LIGHT FORTURE

OCO SPONNOOD LIGHT FIXTURE

2 LATE COST LIGHT FIXTURE

SUSPENDED H.LD. LICHT POOLING HITH GRILL



CHILING SCHIED.

LIGHT FOOLINE

144 RECESSED FLUORES

MECESSED DOWN LIGHT

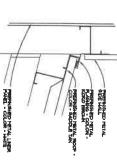
A ROOPING PLAN

ROOF KEY NOTES:

- PREPAIRED HETAL BUILDING TRUT -
- PRESINGUED METAL GUTTERS -PREPARED SCHELLS - COLOR PAYELS - COLOR SY CANER
- PREFNISHED HETAL FLASHING .

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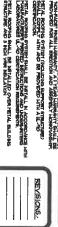
LINE OF EXISTING BUILDING HALL



AS-I POLASHING DETAIL

(시키스) 및 학교시 및 토토토스(토토) 다. 40417 학교육, 소기 1905년 1월 1822 40 전문(토토) 14241 등 101년 17 대 오시 4 19417 학교육의 40 대학자에 1827 (1815) 아니라인 바이에 가는 아니라 보내는 그런 그래에 되었다. 그래에 되었다. 그래에 되었다. IN A ROPPIO HILL DE PROVODO HILL HANFACHERS SURVER DO PROVINCIA DE LOS DE LOS DE LOS COMMINICIONO DO DENTE, AM DECESSOR DE PROVINCIA COMMINICIONO DO DENTE, AM DECESSOR DE PROVINCIA SE LA LED N. ACCOPIONA DE LA PRANTICIO DE PROVINCIA DE SETULICIO SE ACO DE DESERVERO LA DORACIONES IL-AO CERTIFICATION SE ACO DE DESERVERO LA DORACIONES IL-AO CERTIFICATION SE ACOPIONA DE LA PROVINCIA DE LA CO-CENTRA CALCANO. SE AUGUSTA DE LA CONTRA DE LA CO-CENTRA CALCANO. SE ACOPIONA DE LA CONTRA DE LA CO-CENTRA CALCANO. SE ACOPIONA DE LA CONTRA DE LA CO-CENTRA CALCANO. SE ACOPIONA DE LA CONTRA DE LA CO-CENTRA CALCANO. SE ACOPIONA DE LA CONTRA DE LA CONTRA DE LA CO-CENTRA CALCANO. SE ACOPIONA DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DE LA CONTRA DE LA CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DE LA CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DE LA CONTRA DEL CONTRA DEL CONTRA DE LA CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DE LA CONTRA DEL CONTRA

THE METAL ROCKNO SHALL BE METAL BUILDING MANIFACTIVEERS STANDARD 26 GA. "STANDRIG SEAM" PREFAUSIED METAL ROCKNO. the metal rockho shall be petal buildha mannachirert Standard 26 ga "r-farel" freenished metal rockho. APLANDED LOS THE BELLON LOS DESCRIPTIONS AND COLONOMS SET THE BOY AND SET THE BOY OF THE THE PROPERTY OF THE PROPERTY HAS AN EXPLORED FOR THE PROPERTY OF THE PROPERTY MINTAL ROOPING NOTHS:



METAL ROOFING SYSTEM (INCLUDING SUPPORT STRUCTURE) SHALL COMPLY WITH AND BE PROVIDED HITH A UL-90 CERTIFICATION



H.L. 90 KIND UPLIT REQUIREMENTS

THE PROFESSION SHALL BE CONSTRUCTED IN ACCORDANCE HITH THE PICLICATES RECURRENCES.

TO THE PROFESSION SHALL PROVIDE SHALL SCIENCES COME LOS HOME PARAMETERS AND LAST TO COLOR OF MERITARIS AND CASES OF THE PARAMETERS AND CASES TO COLOR OF MERITARIS AND ENDOUGH AND ACCORDING THE HIT AND LAST AND THE CASES OF THE PARAMETERS AND THE PARAME

PARE MANDRESS.

ON THE PARE TO PARE CONSCIONS TO BE NO. TO ME BY I NOW SELF-CHELLING.

BELF FAMEN AND MAJOR SHEEL CONSIST HITH A SELF-MAKE WE NOW CONFERENCE.

CHARLES AND A CONFERENCE MAJOR MAJOR MAJOR SHEET NAME TO PARE.

CONSCIENCE OF SAME THE MODILISMIN.

CONSCIENCE OF SAME THE MODILISMIN.

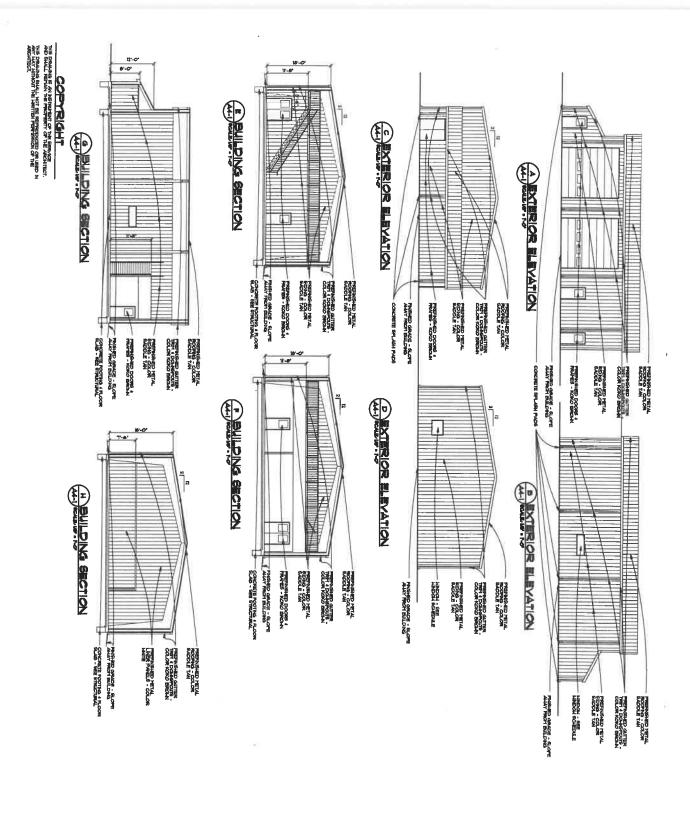
NO. IN PARTY STEEL (BO,000 PS) HIN YELD STRENGTH! OSTERNIE PROJECTION IN CONTROLLOS AND PROPERTIES ON PRACTICA AT IN PRO-185 ON CONTROLLOS AND PRO NELATION (OPTIONAL). NY CONTRESSIDE BLANCE RELATION & NOISE HAX BEFORE CONTRESSION.

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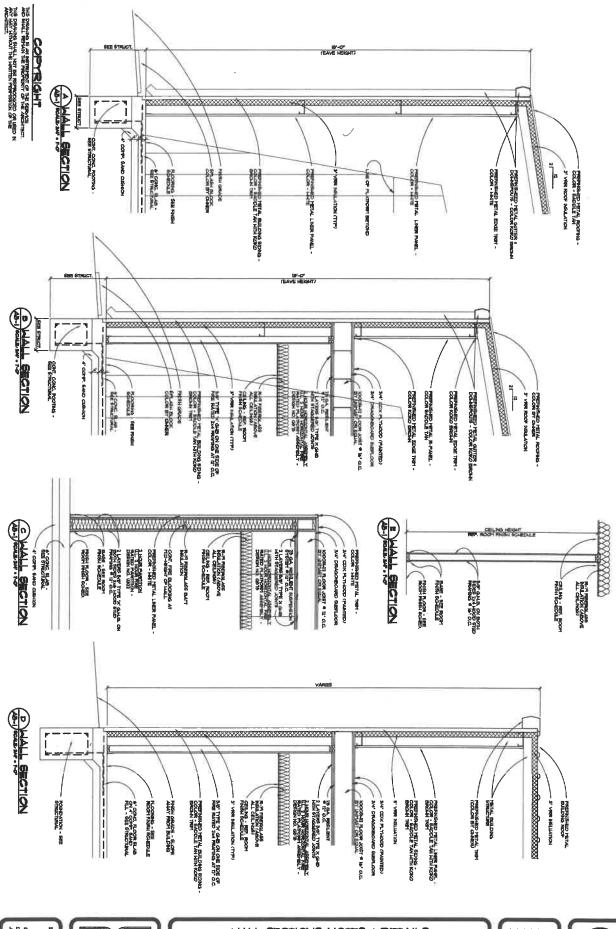














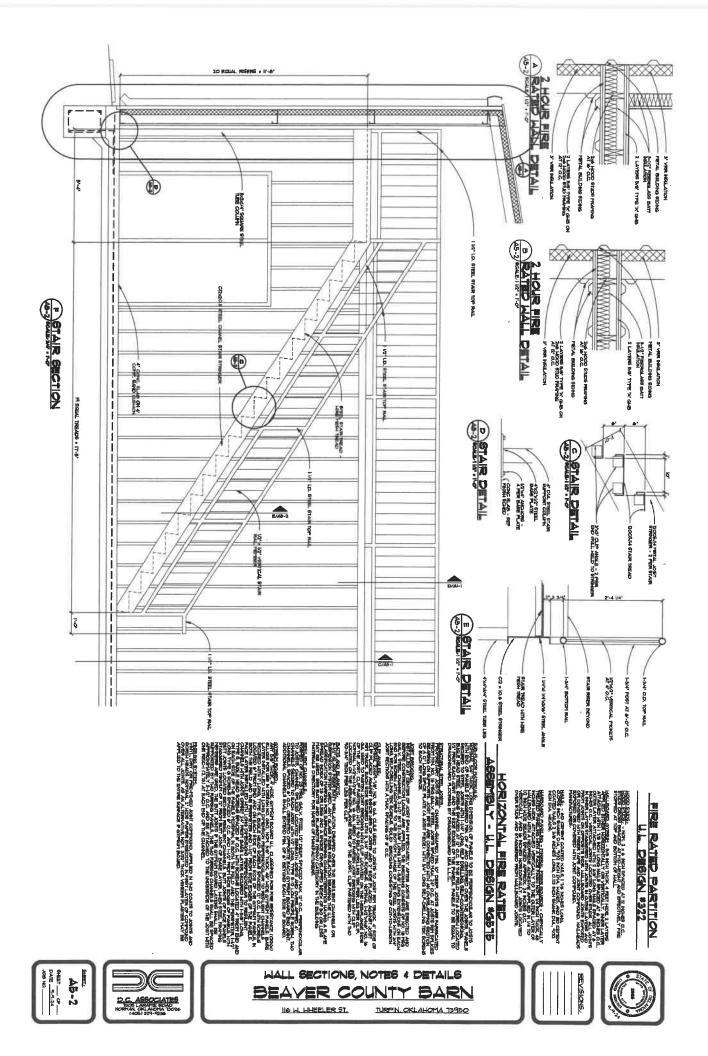


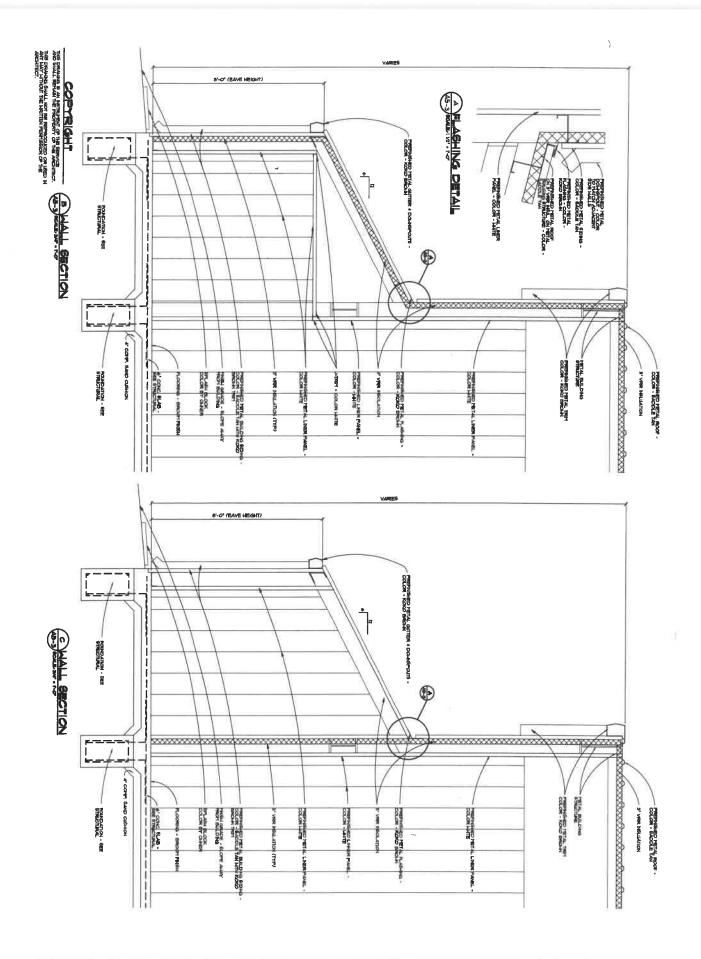














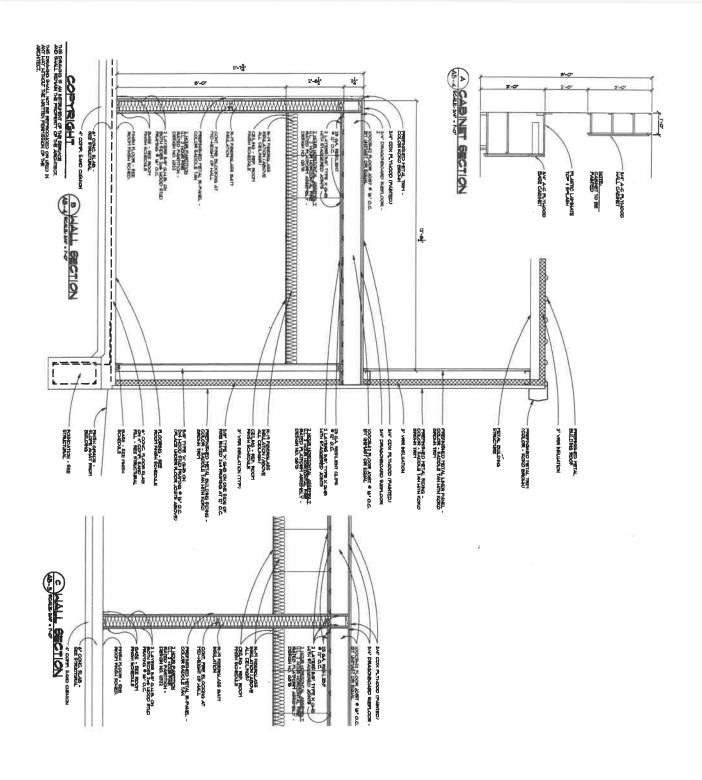














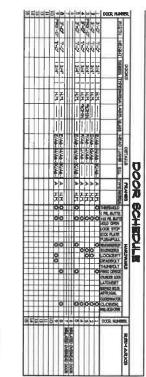












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DESCRIPTION

GLASS TITE

778

ASTALANCE .

MINDOM SCHIEDILLIN



600 41-4 PERMIT 41-4 9-4 21-4 FLOOR PNISH SCHOOL STR HAME SEESCHED 10 mg 2 MR FIRE PATED 55 FLOOR OF FAMILY HOLLOW NET ACHED SEE C/A4-1



EXTENSIVE HEROAS TO BE FOLK! TO DISCOSTILL HEROAS BY CLEVES AT VALCAMENS COT! AND LOS SPECIALTIES, COLAMONA CITY (405) "TI-FRO. MINDOM NOTES:

A DOOR TYPES

B DOOR FRAME TYPES

9 1

ON BOTH SIDES OF

GEALANT (BOTH SIDES)

PREFINATION

PETAL BLOK STRUCT.

PETAL BLOK STRUCT.

PETAL BLOK STRUCT.

PARTY STRUCT.

THE STREET

BOTH SIDES

PROPRISHED METAL DOOR DOOR - SIZE DOOR SCHED.

ED TETAL THE

0.40

JAMO DETAIL

E HEAD DETAIL

HEAD DETAIL

DOOR SCHOOLS

POOR POOR SCHED. DOOR TRAFF.

ON BOTH SIDES OF

0

ADDITIONAL MAINION WALK

CONTRACTOR TO PROVIDE AND NOTALL A ADDITIONAL EXTREMO TREATM LOSS ON ADDITION BUSINESS MALEYS, LOCATION OF MALENS TO DIE PROVIDED BY COUNTY CONTRIBUDITIES.

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ECTRIC OVERNEAD DOOR OPERATOR TO BE AS SPECHED BY OVERNEAD TOR HAMPACHINER COMPLETE HITM SECTING POTON STATES, GEAR DICTION UNIT, CLICKLY REPORT CONTROL STATES (STATES) STA

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INDOMÉNTAL BUILDING CONECTIONS TO BE SECURE AND REATHER TIGHT.

ALTACION DOCAS RAVES A MADAGAM TO TOTAL TO BOOK COORD TO THE MATERIAL PROPERTY AND THE MATERIAL

THEEL DOORS I PRAVES TO COTTLY HITH ASTIT A 280.8.

nne rand door asserblies to comply with near so ker fine Rathas Poicated, based on testas a accordance hith Near 251.

RIOR DOORS TO COMPLY HITH REQUIREMENTS OF ANSI ASSOLS

CLEARANCE (NOVERE RATED DOORS) TO BE NOT HORE THAN US ANDUANE. rances (firet rated doors) to be as required by NFA Bo. EVEL 9 AND PHYSICAL PERFORMANCE LEVEL A (EXTRA HEAVY MIT, NODEL I (NULL PLICH). CATED TO MICEIVE SPROME

DOD DOORS TO BE! 1/4", SOLID CORE DOORS HITH WOOD VEH POOD DOOMS!

NOOD DOOR TO ME.

PROJECT OME THE MERCEN
PROJECT OME THE MERCEN
PROJECT OME THE MERCEN
PROJECT OME THE MERCEN
AGENTY OF THE MERCEN
AGENTY
AGEN OOD DOORS TO RECEIVE STAIN & CLEAR FINISH TRE-RATED DOOR FACES TO BE AS SPECIFIED ABOVE WITH CONS AS REQUIRED TO PROVIDE SPECIFIED FIRE FATING FIRE NITA SO.

DATEMBOR DOCK PRAYES TO BE PARKICATED IN PROFILE NOICATED NO WITH CONTINUALLY WELDED CORNERS. ROVIDE STEEL PRANTS FOR DOORS TRANSCHE, SUELICHTS, DORGAND LIGHTS AND CHIER CHENNESS HOLICATED, STEEL FRANTS O COPELY WITH AND ASSICULATED DETAILS NOTCHED FOR TITE ND FROM I.E. FIET DOOR HEAVES, OOR TRATES TO BE PROVIDED WITH ADSOLATE SUPPORTS AND SCHOOL PORTS AND PRAISE TYPE AND SIZE. CHEST CONTROL OF THE STATE OF T FRANCE TO BE CONSTRUCTED OF C.CA'18" SHEET STEEL

DOD DOOR PRAYES TO BE CONSTRUCTED OF THE SAYE WOOD PECES AND GRADE AS THE WOOD DOORS. DOD DOOR FRAMES IDRIOR DOOR PRAINS TO BE FABRICATED IN PROFILE INDICATED O WITH K.D. (ANOCK-DOWN) COMMENS. A 250 STOPS TO BE TAXABACTURERS STANDARD & FORED FROM 2021 STEEL SHEET, BOTTERIOR STOPS TO BE AVENDED VALUE TOWN STOPS TO BE SCHOOL-AFFELD & SEEDVARLE.

CLEAN & REPORTED ALL PROTECTIVE WASHINGS PROOF TO THE CHER'S PROJECT.

ISTALLED DOORS, PRAYES & HARDWARE TO BE ADJISTED AS

COD DOOR PRAISS TO RECEIVE STAIN 4 CLEAR FINSH.

64551 OF ____

<u>+</u>

R THRESHOLD DETAIL
AS-JOSEPH

AG-I) EMBAD DETAIL

BOOK - SEE STE SCHEDULE THRESHOLD SET N. FLA.

H JAMO DETAIL

ALIMAND DETAIL

CONTRACTOR OF THE PERSON REST. DOOR SCHED.

SAN, TIPE Y GUES TAN LOCK FILL TAN LOCK FILL FILL BATT BALLATI SEALANT - CONT. BOTH SUCES

BABY, TITPE X GLAD ON 2x4 LLOOD BILD FRAMBOS AT IN O.C. LETH R-II DATT NOULATION

DEL 34 PAD San of Brown and Street And Street

DOG SALES

RATE - SHI DOOK SCHOOL

HIN TAIR

POOR PLANT. (BOTH SIDES)

THIS DRAWING SHALL NOT SEE REPRODUCED OR USED IN ANY MAY MITHOUT THE WINTEN PERVISSION OF THE ARCHITECT. THE DISABLE IS AN INSTRUMENT OF THE MICHIGAN.

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(L)DOOR LOCATION DETAIL

JONT TAME
J NO HETAL JOHN MORES DOOR SCHEDULE

WAY THE TO GALB

CARE AND DED

EXTENSION DOOMS - ELECTRONIC CYLNDER LOCK NTENOR DOOMS - KEYED ALNE EXTRA KEYS NEGLINED - 2 FER LOCK SET HINGES (4 FER LEAP), 4.Bx4.B, STANDARD HEIGHT BUTTS DOOR HARDHARE! SCK_BETS/, DL2100-26D, LOCK SET BY TRILOGY

HUERICA, G. GEREL TOG BIOS BY TA, 684, SURFACE MOUNTED DOOR GLOSER <u> Paried Paric Barr, pdg szoor f a szglebog szo, fire</u> Rated Paric Barr <u>EANIC BABL</u> PDG 6200RA 629 LPEIOX, 630, PANC DEVICE

SILENCERS, ROCKLOOD 408, GRAY, SILENCERS PAIR OF DOORS THRESHOLD, NPG 4285-12", ALLP1, THRESHOLD SINGLE DOOR THRESHOLD. NEW 428E-36", ALLM, THRESHOLD <u>SIGK PLATE; ROCKHOOD KIOBO 103941, 430, KICK PLATE</u> THE PLATE, ROCIOIDOD HOXTOB, US26B, PULL PLATE <u> Dans door ologer.</u> Pda bios ep pa dapa, 684, door 1.06er RATHER-STRIPPING. AND ISOVA-36364', ALLY, LEATHER-STR WHIPLATE, ROCKSHOOD TOB, USZED, PUSH PLATE ATHER-STRUCTURE, NEW ISOVA-TI-VB4", ALLI-I, HEATHER-STRU

COMPACTION TO PROVIDE AND NEVAL 4 ADDITIONAL EXTREMENTATION CONTROL OF PROVIDED BY COUNTY CONTRIBUTION OF BUILDING TO BE PROVIDED BY COUNTY CONTRIBUTION.

LATCH SET, POO SOME PHL, 626, LATCH SET

SIDITIONAL DOOR HARDWARE NOTE.

HALL ETOPL PIOCHOOD 440, USZED, HALL STOP <u>116H BOLTO,</u> POCIOLOGO 885, 626, FLUSH BOLTO

DOORS, PRAYES A HANDWARE TO BE INSTALLED IN ACCORDANCE WITH MANAGEMENTS PROVIDED INSTRUCTIONS. DOORS, REAMES 4 HARCHARE TO BE NOTALLED AT LOCATIONS SHOWN ON CONSTRUCTION DOCUMENTS. COORD, FRANCE A MANDMARKE TO BE DELIVERED A STORED IN SECONTRACTOR'S NETALLING DOORS, FRANCE 4 HARDLAND TO SENSY & APPROVE EXCENS CONDITIONS FROM TO RETALLAND YOUR FRAME I HARDHARE INSTALLATION





II6 M. WHEELER ST. TURFIN, OKLAHOMA 13950



NEL VIEN MANOGAS TO BE SECTIONAL MEL VIEN, MITH STEEL PANEL PANTED TO MATCH DOOR.

OVMTHAD DOOM NOTES:

THE VEH HUDGH OLAZING TO BE 12", NSILATED, TEMPETED GLASS. VERSEAD DOOR TRACKS TO BE STANDARD, 3' WIDE STEEL DOOR TRACKS RECTIONAL OVERSEAD DOORS TO BE CLOPAY, MODEL 3200, POLITETYINDE, RELLATED, THERMALLY BROKEN, OVERSEAD DOORS WITH BLL VIEW MEDICAL

COR LOCKS TO SE SPENO LOADED SLIDE BOLT TIPE LATON

ARRANTY TO BE PANUFACTURERS STANDARD IO MARRANTY AGAINST NISH DELAFRATION AND FRUSH RUST THROUGH

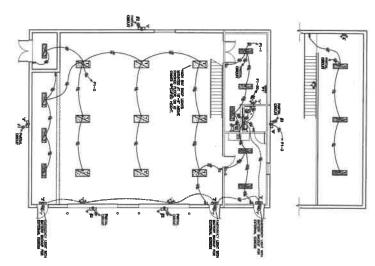
EAD DOOR NETALLATION TO BE

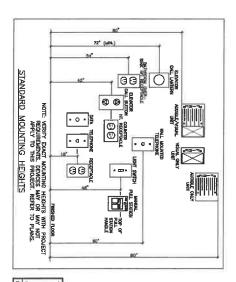


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3. ALL CONSTRUCTION TO BE CODE COMPLIANT WITH HEC 2020. ALL CONTRACTIONS UTILIZED IN CONSTRUCTION SHALL BE STATE CERTIFIED FOR THE WORK THEY ARE TO PERFORM. 7. ALL INSTALLATIONS ARE TO BE FULLY CODE COMPLIANT.

SYMBOL DESCRIPTION VILL STANSOL DESCRIPTION 120 STANSOL DESCRIPTION 120	DESCRIPTION VOLT LED HIGH BAY WARE DESTREAMON 0-1704 DEALORS 0-1704 DEALORS 120	LD HON BAY WEE DETRIBUTION 0-104 DAMANCE 120 SUSPENDED
8 8 8 <u>8</u>		JANDA-TIM. GROGGETIS
		JATON-TIMA GRONG-GETIS









116 W. WHEELER ST.

TURPIN, OKLAHOMA 73950





ARCHITECT REVIEW NOTE DURNO CONSTRUCTION, OWNER SHALL GRIVEN ARCHITECT'S APPROVAL PRIOR TO PROFESSION WHICH DOES NOT COMPLY WITH CONSTRUCTION DOCUMENT, THE REVIEW SHALL BE RECOMPLICATED.

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1. ALL CONSTRUCTION TO BE CODE COMPLIANT WITH NEC 2020, ALL CONTRACTIONS UTILIZED FOR THE WORK THEY ARE TO PERFORM.

A. EXTERIOR DOORS ARE TO HAVE OWNER SUPPLIED BATTERY OPERATED SECURITY KEYPAD AND LOCKSET. 2. ALL OUTLETS AND SWITCHES ARE TO BE 20 AMPERE HANDWARE.
3. DEDICATED MICROWAVE POWER (MARK ON FACEFLATE).

SYMBOL

ELECTRICAL SYMBOLS

A POWER PLAN

	PANFI	POAR	PANEL BOARD SCHEDULE
	MOUNTING	SOUTH NAME	
120/23% JFH 3W	CIRCUIT BREAKER PANEL-COPPER BLIS	OR PANEL-COP	PER BUS
2200A 42 CMT.	SURFACE	3/0	17-1920A (1998) BELEED) 17-192A (1998) A (1998) 17-192A (1998) A (1998) 1-292A (19-1)
NOTE INTERNATED PAREL RATHE AMALARIE FAULT CLUREDIT AT TH BERNARG UTILITY CO. ORTHAN THE PROTECT TOWNSTREAM PARELS TRANSFORMER WITH UTILITY CO.	EL AVIONES AN HENT AT THE PA MINN THE LEF INTY CO.	D CHOLIT BE OHT OF COME T-THROUGH F OHT OF COME	WITCH, RATIONALD MAIR, ANDISO, AND CROUT RESISTER METOBLAPHING RATINGS SMALL DUSCED THE WARLAM, EMALL CARRIERY AT THE POWER OF CHROSTLYNK INVESTMENTS SECREMENT RANGE THE MEN THE LEDY-INVESTMENT FALL THE WAY HAVE, THAN FACE SWARTS AND PROTECT TO MINISTRUM FAMILES, ACCOMMENTAL FOL. TO NOBYT AMALMEE FAULT CARRIERY RECOLUCIO. AT TOMOSTRUMAN THIN FAULT, CO.
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underground as per utility supplier	COPHONS 25 NA TRANSPORIER 64 TRANSPORIER PAO BY CRUTT CO. METER AND METER INGE-	NOTES:
ELECTRICAL RISER DIAGRAM	STORAGE ROOM PT	PHOTO ELECTROC CELL MUNITED NIGH ON WALL AN AFTER SUNSET.
DIAGRAM		

	18 C 17 S	TOTAL DEMAND
	25,022	TOTAL CONNECTED
25#		25% OF LARGEST MOTOR
100%	3,000	WATER HEATEN
100%	2,530	HEAT PUMPS
100%	4,000	AR CONDITIONING / RESISTING HEAT
30%	3,820	SENERAL POWER (+10KM)
100%	10,000	GENERAL POWER (1ST 10KW)
100%	1,972	LIGHTHOU
	S SENSIBER	NEC TOWN WATLASTS
בובטנ	LOWN SCHEDOLE	ברבי יאוכאר

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	IL TRUBCAS MAY HUT APPEAL ON THE DIMONINGS, E.C. TO PROVIDE ALL DEVICES TO SATISFY ALL PREVALING CODES.	DUCT DETECTOR (INLINE HWG DETECTOR).	THE PRODUCTION.	DADIGORY PULL STATION.	THE NAME WHEN PART.	STRONG ONLY, STRONG LIMIT 100 CHROMILA PER ADA.	HOMY/EMDER COMMENTON UNIT, STROME 100 CANDELA PER ADA.	35 HERE DETECTOR, MATE-OF-MISE WITH MODERATE SETPOINT TEMPERATURE.	OD DETECTOR WAS WITH PHOTO-ELECTRIC SMOKE DETECTOR.	SAN DE CONTACTOR SMECH.	HARRY DENOTES SHOUL POLE SHYCHES GAVE MOUNTED.	THO POLE THREE WAY, FOLK WAY SMITCHES WITH, 48 M. UP.	SHIGHT POLE SHITCH MOUNTED AS IN. UP UNLESS OTHERWISE NOTED.	THER SHITCH (O MIN TO I HOUR RWISE).	DESCRIPTION	
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	ALL PREVALING CODES.	DATA OUTLET AND SPECIAL PURPOSE OUTLET WITH, 18 IN. UP.	CUPILEX RECEPTACLE AT GROUND LEVEL, RECESSED IN FLOOR-BUIL	## ⊕ GF WEATHER PROOF GROUND FAULT INTERRUPTING RECEPTACLE.	DROUND FAULT INTERRUPTING REDEPTACLE.	NECEPTACLE NOUNTED VERTICALLY UNDER EMBRET.	RECEPTACLE MOUNTED HORIZONTALLY 6 M. ABOVE COUNTERTOP.	HECEPTACLE MOUNTED HORIZONTALLY DIRECTLY BELOW COUNTER EDITE	GIAND RECEPTAGLE. TWO DUPLEX RECEPTAGLES GANG MOUNTED,	2-POLE RECEPTACLE, MOUNTED IS IN. UP UNLESS OTHERWISE MOTED.	DUPLEX RECEPTACLE, MOUNTED 18 IN. UP UNLESS OTHERWISE HOTELS	120 OR 277Y CIRCUIT HOME BUN TO PANEL LINE, NEUT., GND.	JUNICIPON OR PULL BOX.	ELECTRICAL PANELBOARDS, SURFACE AND FLUSH MOUNTED.	DESCRIPTION	
PECHE (406) 555-9550 FAX (405) 890-1459 [PHOL. NO.1 DWAY	CIVIL & MECHANICAL ENGINEERING DESIGN		EL RENO, OKLAHOMA 73036	922 SW 24th STREET	WEIMER ENGINEERING, LLC											

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SCHEDULES, NOTES, & DETAILS BARN BEAVER COUNTY







CONSTRUCTION CONTRACT DOCUMENTS FOR CDBG-FUNDED PROJECTS

1.	Advertisement for Bids	
2.	Information for Bidders	
3.	Bid Proposal	
4.	Bid Schedule	
5.	Business Relationships Affidavit	
6.	Non-Collusion Affidavit	
7.	Payroll Affidavit	
8.	Claim for Invoice Affidavit	
9.	Bid Bond	
10.	Notice of Award	
11.	Contract	
12.	General Conditions	- 1
13.	Supplemental General Conditions	/
14.	Performance Bond	
15.	Statutory Bond - Use of Trusts, Authorities, RWD's	
16.	Maintenance Bond	
17.	Insurance Requirements .	
18.	Federal Wage Rates	
19.	Federal Labor Standards	
20.	Equal Opportunity Provisions	
21.	Contractor Section 3 Plan Format	
22.	State of Oklahoma Hold Harmless Clause	
23.	Certification of Compliance with Air and Water Acts	
24.	Special Conditions Pertaining to Hazards, Safety	
	Standards and Accident Prevention	
25.	Certificate of Approval of Contracts and Bonds	
26.	Exhibit C (Notification of Contract Award to	
	US Department of Labor)	
27.	Release of Claimants	
28.	Section 3 Plan	
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ARCHITICA REVIEW NOTE

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SPACE FUNCTION CHART SPACE TYPE S.F. PERSON

BULDNS AREA - 1,440 SP
OCCUPANCY - 25 PROPLE
TOTAL BUILDNS OCCUPANCY - 25 PROPLE

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REVISIONS.

PROJECT DATAL

OCCUPANCY CLASSIFICATION

ALCHABLE BULDNO AREA
AUTOMATIC PINE SPRINKLER SYSTEM

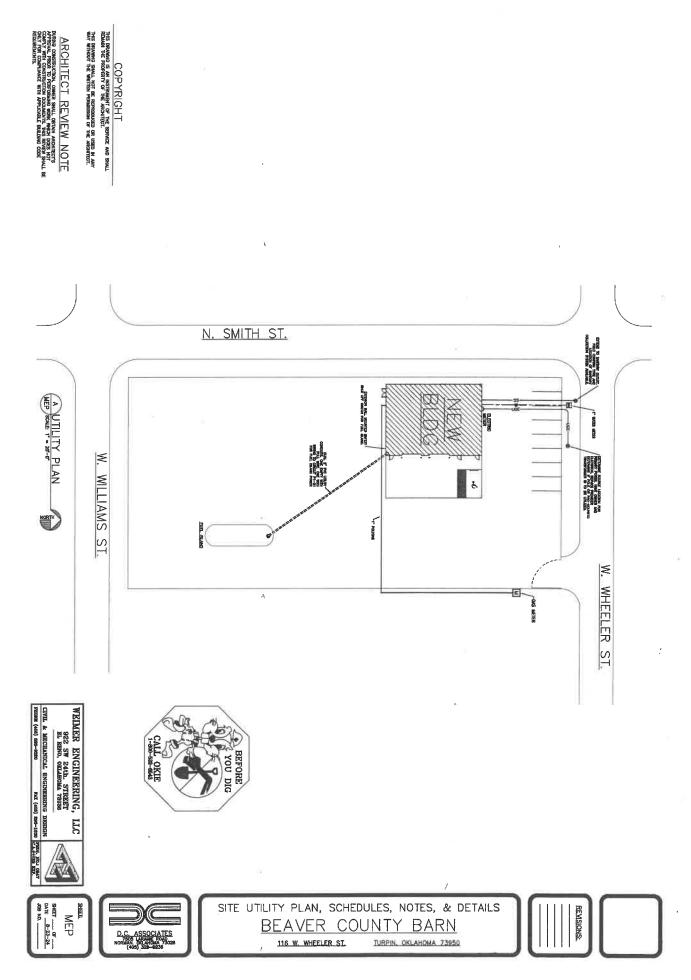


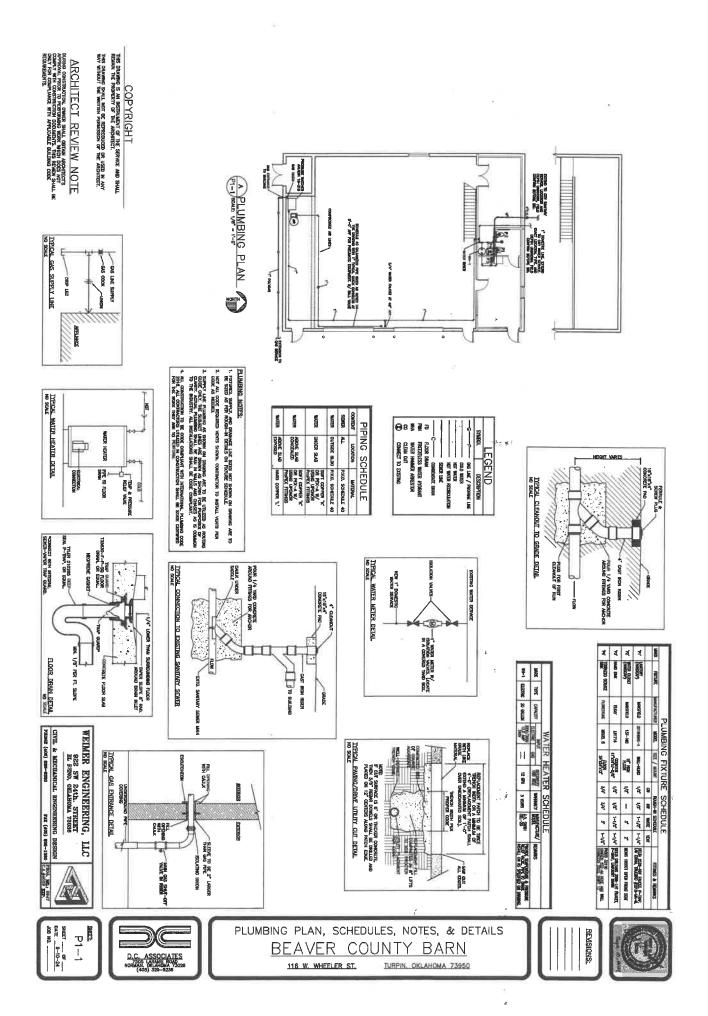
CODE COMPLIANT REQUIREMENTS.

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BEAVER COUNTY BARN

SHEET ___ OF ___ DATE _1-1-24 ___ JOIS NO. ____ **1-191-1**

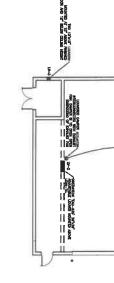




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THIS DRAWING SHALL NOT BE REPRODUCED OR USED IN ANY WITHOUT THE WOTTEN PERMISSION OF THE ARCHITECT. THIS DRAWNG IS AN INSTRUMENT OF THE SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. COPYRIGHT

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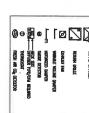
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A MECHANICAL PLAN



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MECHANICAL PLAN, SCHEDULES, NOTES, & DETAILS BEAVER BARN

116 W. WHEELER ST.

TURPIN, OKLAHOMA 73950





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ALL CONSTRUCTION TO BE CODE COMPLIANT WITH INTERNATIONAL MECHANICAL CODE 2016. ALL CONTRACTORS UTILIZED IN CONSTRUCTION SHALL BE STATE CONTRACT ON THE MORE THE MORE THE PERCORA.

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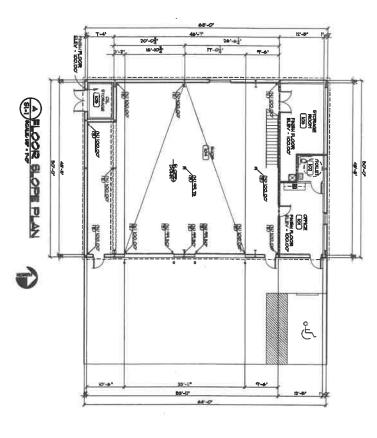
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TOTE ALL STEEL RENFORCING ON BLOCKING OFF OF GROUND.

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POUNDATION PLAN, NOTES 4 DETAILS COUNTY BARN BEAVER



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A.D.A. COMPLIANCE REQUIREMENTS.

BILDING TO COMPLY WITH ALL AMERICANS WITH DISABILITIES ACT (A.D.A.)

REQUIRED HITS.

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STORE PRODUCTS AND MATERIALS IN ACCORDANCE WITH MATERIALS IN RECOMMENDATIONS.

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THIS DRAWING SHALL NOT BE REPRODUCED OR USED N ANY MAY MITHOUT THE MOUTEN PERMISSION OF THE ARCHITECT. THE DRAINS IS AN INTERPRET OF THE SERVICE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT.

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COPPE REGISTROPIENTO. ARCHITOCT REVIEW NOTE

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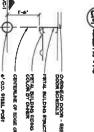
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CALL OKIE 1-800-522-6643













CENTERLINE OF EDGE OF DOOR METAL BUILDING SIDING -TRTAL BUILDING STRUCT, FRANKIG



PARKING DATA:

EM HANDICAPPED SPACES

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THE POOTING

INT PLOCIE OCCUPANCY LOAD. TOTAL OCCUPANCY LOAD.

REZZANNE OCCUPANCY LOAD.

23 PEOPLE 20 PEOPLE 3 PEOPLE

OCCUPANCY DATA

NEW CONSTRUCTION TYPE.

CASTRICTION DATA



OR HOLLON LATION NO.

DOLLA PRODUCTS BY CHESK YAMPACHINESS HILL BE CONSIDERED FOR APPROVAL CONTRACTOR TO RECEIVE CANESS APPROVAL OR EAST TO RECEIVE ANNE STATE OR TANESS AND TO SPECIFICALLY PROTUCTS OR TANESS AND TO COCKESTE. ALL PRODUCTS AND MATERIALS SHOW ON SPECIFIED IN THE CONSTRUCTION DOCUMENTS ARE TO BE PROVIDED ON AN ON EQUAL BASIS.

ALL NOTES ARE TYPICAL IN NATURE, BOTE PRODUCTS, TATEBLAS AND INCORPATION INCLUDED IN THESE NOTES HAY NOT SE A PART OF THIS PROJECT. NOTES TYPICAL

MIST, CODE REQUIREMENTS.

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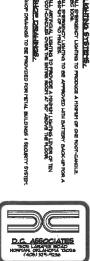
794-ELEAS ENUTION

ALL DOOR PAIK DEWCES LOCATED NIMEAS-OF-EXPESS PAIRS TO RELEASE NICK HOTION ALL CONCEALED INSTALLATION PATERIALS TO HAVE A PAIRTH FLAVE-SPREAD RATES ABOVE 25 AND PAIRTH SHORE-DEVELOPED INDEX OF 480.

ALL H.Y.A.C. UNITS OVER 2,000 C.P.M. TO BE ECL OCATED IN RETURN AIR DUCTS.

ALL EMERGENCY LIGHTRIA TO BE APPROVED HITH BATTERY BACK-UP POR A HISHOUT OF 40 HISHES. ALL EMERGENCY LIGHTING TO PRODUCE A MINITUM OF ONE ROOT-CANDLE.

ALL ARTEGIAL LIGHTING TO PROVIDE A PRIMITE LIGHTING LEVER OF TEN-POOT-CANDLED OVER THE BRINE ROOM AT 30" ABOVE THE PLOOR. HOP DRAHINGS.



<u>-</u> DATE 4-4-24







2018 IBC

OR GRAVEL FILL

THICK CONCRETE DRIVE

2nd FLOOR MEZZANNE AREA.
TOTAL BUILDING AREA.

3,440 S.E. 119 S.E. 4,159 S.E.

IN FLOOR BUILDING AREA. NEW BUILDING DATA.



