

**Tulsa Performing Arts Center
Project # SP 23-2
PACKAGE No. 1 AND No. 2**



**CONSTRUCTION MANAGER'S BID AND
CONTRACTING MANUAL
February 9, 2024**



LOWRY CONSTRUCTION SERVICES, INC.

Construction Managers

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**TULSA PERFORMING ARTS CENTER
PROJECT # SP 23-2
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Published in the Tulsa World and The Oklahoma Eagle:
February 16,18,20,21,22,23, 2024

**NOTICE TO BIDDERS
SEALED BIDS FOR
PROJECT NO. SP 23-2**

Notice is hereby given that pursuant to an order by the Mayor of the City of Tulsa, Oklahoma, sealed bids will be received in the Westby Conference Room at Tulsa Performing Arts Center, 110 E 2nd St, Tulsa, OK 74103 until 2:00 p.m. the 15th day of March 2024 for furnishing all tools, materials and labor and performing the work necessary to be done in the construction of the following:

**TULSA PERFORMING ARTS CENTER
Project No. SP 23-2
Package No. 1 and No. 2**

A Pre-Bid Conference is scheduled for Monday February 26, 2024 at 10:00 a.m. at the Tulsa Performing Arts Center located at 110 E 2nd Street, Tulsa, Oklahoma, 74103. Meet at the third street main entrance.

Attendance at the Pre-Bid Conference is **MANDATORY** for **GLAZING CONTRACTORS** and **AUDIO/VISUAL CONTRACTORS** to submit a bid for this project.

Bids will be accepted by Lowry Construction Services, Inc. on behalf of the City of Tulsa.

Drawings, specifications and contract documents for construction of said public improvements may be obtained through Lowry Construction Services, Inc. via email request to hutton@lowrycs.com

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

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

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

The City of Tulsa itself is exempt from the payment of any sales or use taxes.

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

The bidder to whom a contract is awarded will be required to furnish public liability and workmen's compensation insurance, in conformity with the requirements of the proposed contract documents.

All bids will be opened and considered by the Bid Committee of said City project at a meeting of said Committee to be held in the Westby Conference Room at Tulsa Performing Arts Center at 2:00 p.m. the 15th day of March 2024.

Dated at Tulsa, Oklahoma, this 16th day of February, 2024.



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INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids:

Lowry Construction Services, Inc. (herein called Construction Manager) acting as Construction Manager for The City of Tulsa, (herein called the "Owner"), invites bids on the Bid Package(s) form attached hereto, all blanks of which must be appropriately filled in.

All bids shall be sealed closed and delivered to Lowry Construction Services, Inc. between the hours of 10am and 2pm at the following address:

Tulsa Performing Arts Center
Westby Conference Room
110 E. 2nd St.
Tulsa, OK 74103

and designated as: **Tulsa Performing Arts Center**
Project No. SP 23-2
Package No. 1 and No. 2

In submitting the bid, it is understood that the right is reserved by the Construction Manager to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days after the date of closing of same. All Bidders for this project are required to meet all qualification requirements as established in these bid documents.

If the bid is for \$50,000 or more, it shall be accompanied by a certified check or a cashier's check made payable to The City of Tulsa, or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents) which is submitted as bid security, conditioned upon the Bidder's entering into a contract with Lowry Construction Services, Inc. in accordance with the terms of the bid. The successful Bidder's security shall be retained until he has signed the contract and furnished the required Labor and Material, Payment Bond, Statutory Bond, Performance Bond, Defect Bond, Insurance Certificates, and all other documents required to be furnished with the Executed Contract Agreement.

2. Proposal Due Date and Time:

Due Date: **March 15th, 2024**
Time: **2:00 P.M. (Local Time)**

Bids will be opened in public by The City of Tulsa, Beck Design, and Lowry Construction Services, Inc.

3. Pre-bid Meeting:

- a. Pre-bid meeting scheduled:
February 26th, 2024 at 10:00 AM @ Tulsa Performing Arts Center
- b. Attendance at the Pre-bid meeting is **mandatory** for: Glazing Contractors and Audio/Visual Contractors.



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4. Preparation of Bid:

- a. Each bid proposal must be submitted on the bid package form. All blank spaces for bid prices must be filled in, in both words and figures.
- b. Bidder shall submit proposals using the bid package forms referenced in this document. No modifications, alterations, additions, or deletions can be made to prescribed forms.
- c. Bidders must deposit with each bid, security in the amount and form and subject to all conditions provided for in the Instruction to Bidders. Bidders must also submit with each bid all affidavits attached herein. This submission must be in accordance with state law.
- c. Bid shall be delivered in a sealed envelope clearly marked with Project Name, Name of Bidder, and Bid Package Number.
- d. **The following documents shall be attached to and made a condition of the bid. Fill out all forms completely and include any notarizations and seals required:**
 - 1) Bid Package
 - 2) Required bid security in the form of (bond, check, 5% of bid if bid of \$50,000 or more)
 - 3) Business Relationship Affidavit.
 - 4) Non-collusion Affidavit.
 - 5) Non-Kickback Affidavit.
 - 6) Tobacco Free Affidavit
 - 7) Drug-Free Affidavit

5. Qualifications of Bidder:

The Owner or Construction Manager may make such investigations as they deem necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner or Construction Manager all such information and data for this purpose as the Owner or Construction Manager may request. The Owner or Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner or Construction Manager that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids shall not be accepted. Bidders shall have no outstanding claims, lawsuits, arbitration, mediation or administrative proceedings by or against the Owner or Lowry Construction Services, Inc. at the time of bid submission to be a qualified responsible bidder. The bid of any bidder that does not meet this requirement will be rejected as non-responsive.

6. Bid Security:

Each bid of \$50,000 or more must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner or Construction Manager, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the bid opening, and the remaining checks or bid bonds will be returned promptly after the Owner or Construction Manager and the accepted bidder have executed the Agreement for Construction, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon



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demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

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

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

8. Conditions of Work:

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

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

9. Addenda and Interpretations:

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, via email to Hutton Lowry, Lowry Construction Services, hutton@lowrycs.com, and to be given consideration, must be received **no later than 5:00 pm on March 01, 2024**. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda and CM Clarification(s) so issued shall become part of the Contract documents.

10. Security for Faithful Performance:

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

11. Power of Attorney:

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



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12. Laws and Regulations:

The City of Tulsa and Construction Manager are committed to all applicable Oklahoma statutes, and the bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement for Construction throughout, and they will be deemed to be included in the Agreement for Construction the same as though herein written out in full.

13. Sales Tax Exemption:

All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. The City of Tulsa is exempt from Oklahoma State Sales Tax and Federal Excise Tax. The Owner will provide a letter of tax exempt status which will be an Exhibit to the Subcontract.

14. Obligation of Bidder:

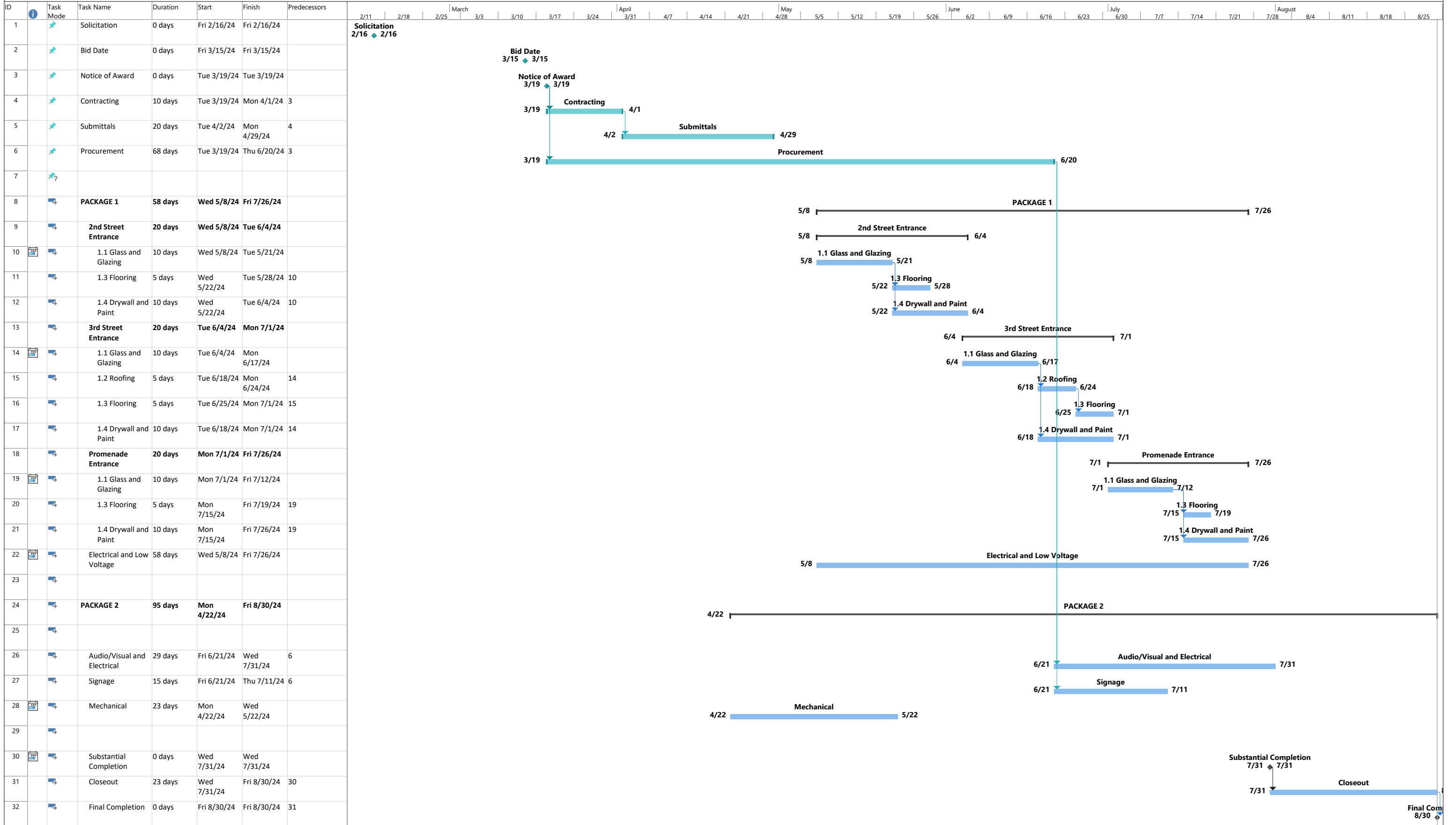
At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve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

15. Time of Completion:

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" and to substantially complete the project in accordance with the date(s) included in the Lowry Construction Services, Inc. construction schedule. Beginning date, construction rate of progress and time for completion are essential conditions of the contract. The Bidder agrees work shall be performed regularly, diligently and uninterrupted at such a rate of progress as to ensure a complete job within the time specified in accordance with the schedule for construction prepared by the Construction Manager and issued as part of the Bidding Documents. It is expressly agreed that the time for completion is a reasonable time, considering conditions prevailing in the region of the project and global supply chain. Abnormal weather, except for an act of God, shall not be a consideration.

16. Work Under This Contract

Includes all required permits, fees, material, labor, tools, expendable equipment, transportation services, daily cleanup, and all incidental items necessary to perform and complete all of the work required as indicated on the drawings and/or specified herein.



Project: Construction Schedule Date: Wed 2/7/24

Task Milestone Project Summary Inactive Milestone Manual Task Manual Summary Rollup Start-only External Tasks Deadline Manual Progress
Split Summary Inactive Task Inactive Summary Duration-only Manual Summary Finish-only External Milestone Progress

(THIS AFFIDAVIT IS TO ACCOMPANY THE BID)

NON-KICKBACK STATEMENT AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned _____, of lawful age, being first duly sworn, on oath states: that this invoice or claim is true and correct; the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the claimant: that claimant has made no payment directly or indirectly to any elected official, officer, or employee of the Owner, of money or other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

Affiant

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

My Commission Expires: _____

Notary Public

END OF SECTION

(THIS AFFIDAVIT IS TO ACCOMPANY THE BID)

DRUG-FREE AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

Project Name: _____ in the

County of _____ in the

State of Oklahoma.

Signature

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

My Commission Expires: _____

Notary Public

(THIS AFFIDAVIT IS TO ACCOMPANY THE BID)

NONCOLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the 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 _____ 20 _____

My Commission Expires: _____

Notary Public

LOWRY CONSTRUCTION SERVICES, INC.
SUBCONTRACT

PROJECT DESCRIPTION: **TULSA PERFORMING ARTS CENTER**
PROJECT NO. SP 23-2

PROJECT LOCATION: **TULSA PERFORMING ARTS CENTER**
110 E 2ND ST S
TULSA, OK 74103

This agreement is made to be effective this 19th day of March, 2024, by and between [Subcontractor] (herein called "Subcontractor") and Lowry Construction Services, Inc. (herein called "LCS").

Witnesseth, that Subcontractor and LCS agree as follows:

ARTICLE I. CONTRACT DOCUMENTS. Subcontractor agrees to furnish all material and perform all work as described in Article II for the project in accordance with this subcontract, the Agreement A133-2019 between TULSA PERFORMING ARTS CENTER (herein called "Owner") and LCS, the AIA A201-2017 General Conditions, [#####] Supplementary General Conditions, Division 0 Procurement and Contracting Requirements, Division 1 General Requirements, City of Tulsa Construction Standards, Tulsa County Construction Standards, International Building Codes 2018, Special Conditions, if any, and Technical Specifications, all contained in the Project Manual dated January 24, 2024, and the Drawings dated January 24, 2024, prepared by Beck Design., (herein called the "Architect"), Addendum No. [#] dated [date], CM Clarification No. [#] dated [date], CM Clarification No. [#] dated [date], all of which documents are part of a Contract Agreement between LCS and the Owner dated September 15, 2023 are hereby made a part of this subcontract, and are herein referred to as the "Contract Documents". The Contract Documents are on file at the offices of LCS.

This subcontract contains the entire agreement between Lowry Construction Services and Subcontractor and supersedes all proposals and other communications. This subcontract shall govern in the event of conflict with any provisions in the Contract Documents. Subcontractor shall be bound to LCS by the terms of the Contract Documents and this subcontract, and assume toward LCS all the obligations and responsibilities that LCS by those documents assumes toward the Owner, as applicable to this subcontract. LCS shall be bound to Subcontractor by all obligations that the Owner assumes to LCS under the contract documents and by all the provisions thereof affording remedies and redress to LCS from the Owner, excluding A201 14.4 Termination for Convenience, insofar as applicable to this subcontract. LCS, may at any time, terminate the subcontract, or portions thereof, for LCS's convenience and without cause.

Subcontractor shall be responsible for and have control over construction means, methods, techniques and procedures and hereby agrees to perform all work in accordance with the directions of LCS, to the extent that such directions are not in conflict with the Contract Documents, and further agrees that all work shall be performed by skilled and reputable mechanics, artisans and laborers satisfactory to LCS, and the work to be performed shall fully comply with the aforesaid Contract Documents, and shall meet the approval and acceptance of LCS, the Architect or other representative or agent of the Owner designated in the Contract Documents.

Subcontractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by LCS in their direction or supervision of the Work or by the Architect in their administration of the Contract or by tests, inspections or approvals required or performed by persons other than the Subcontractor.

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

To completely prepare for, furnish and install all [SCOPE OF WORK], as described in, but not limited to, all of BID PACKAGE [##], of the above mentioned Contract Documents. All references to General Contractor and/or GC in the Project Manual and/or Drawings shall be changed to Subcontractor. Subcontractor shall submit pre-construction photographs prior to commencement of their work. Photographs shall show existing conditions, adjoining construction, site improvements and finish surfaces, that might be misconstrued as damage caused by Subcontractor's work. Subcontractor recognizes the Owner and Contractor's need to keep the work site clean and therefore agrees to the daily removal of all trash and debris incidental to performing the work and leaving the work area "broom clean" at the end of each working day. Subcontractor shall provide, at a minimum, 16 man hours per week of dedicated project clean up. All materials and equipment shall be stored on site in a neat and orderly fashion. Should trash and debris not be cleaned-up on a daily basis, LCS will cleanup related articles and the Subcontractor will be charged accordingly. Should materials and equipment not be stored onsite in a neat and orderly fashion, as deemed appropriate by LCS, LCS will organize related articles and Subcontractor will be charged accordingly. Subcontractor shall, within five (5) business days of LCS's request, provide a complete and comprehensive list of incomplete items. This shall be referred to as Sub-Contractor's List of Incomplete Items. This is a Tax Exempt project.

(herein called "The Work")

ARTICLE III. CONSTRUCTION SCHEDULE. Time is of the essence and Subcontractor shall commence and prosecute the work with the utmost of diligence to final completion in accordance with LCS's construction schedule and directions. Subcontractor shall furnish all supervision, a competent person for OSHA safety, a competent Foreman, sufficient labor, material and equipment for a minimum of forty (40) hours each calendar week or more, as necessary to comply with such schedule and directions. Subcontractor shall be onsite, with sufficient labor, when their work is available to be performed or as directed by LCS. Subcontractor shall reimburse LCS for supervision costs when supervision hours exceed forty (40) per week, or extend beyond regular work hours (Monday – Thursday, 7:00am – 5:00pm), as a result of Subcontractor's failure to diligently prosecute the work. Subcontractor shall fully man and perform their work continuously from start to completion of the project and that crew and site management personnel changes will occur only with prior written approval of LCS. Subcontractor is responsible for all scheduling associated with Testing and Special Inspections relating to their scope of work.

Subcontractor shall notify the Project Superintendent upon arrival and prior to leaving the job site each working day. Subcontractor's workmen shall have in possession, and shall have reviewed, the complete Contract Documents and submittals to an extent enabling them to diligently prosecute the work. Subcontractor shall prepare and continuously maintain on site, a set of drawings and specifications which are to be "red-lined" reflecting field modifications and as-built conditions of the project. Subcontractor shall complete all Punch List items and deliver all Closeouts within 21 calendar days of receipt of Punch List, or sooner, as dictated by Certificate of Substantial Completion.

Subcontractor shall, within fifteen (15) days from the date of this agreement, furnish a comprehensive schedule of values on form AIA G703. Subcontractor shall, within fifteen (15) days from the date of this agreement, furnish a comprehensive list of all tasks within their scope and their durations. Subcontractor will cooperate and assist in the establishing and updating of the construction schedule and in the coordination of the performance of the work so as to eliminate conflict or interference with the work of others. Upon request, Subcontractor will furnish to LCS evidence that it has arranged for timely delivery of material and equipment. Subcontractor shall, within fifteen (15) days from the date of this agreement, submit all shop drawings, brochures, data and samples as required by the Contract Documents or needed to carry on the work without delay, and shall provide sufficient copies to meet the requirements of LCS and the Architect.

In agreeing to perform the work within the specified time limits, ([Completion of Article II Scope of Work no later than the date stipulated on the Construction Schedule; Substantial Completion of the entire \[Scope of Work\] not later than \[date\]; Final Completion of the entire Work not later than \[date\]](#)), Subcontractor has taken into account and made allowances for adverse weather delays and for delays which should be reasonably anticipated and further recognizes that time extensions will be granted only as provided for in the contract documents. If, as the result of unexcused delays in subcontractor's performance and completion of the work, LCS shall incur additional expense and/or become liable to the Owner because of failure to complete the project within the specified time, then subcontractor shall indemnify and hold harmless LCS against all of such liability and/or additional expense.

Subcontractor is required attend all Project Coordination, Daily Safety, and OSHA Consultation meetings. Subcontractor is required to participate in the state OSHA Consultation Program.

ARTICLE IV. PERFORMANCE AND PAYMENT BOND. Subcontractor shall, concurrent with the execution of this subcontract provide to LCS bonds, guaranteeing the complete performance of all work under this subcontract and the payment of all indebtedness incurred in the performance of the work, with coverage equal to the amount stated in Article V. This bond shall be provided by a surety and in a form satisfactory to LCS.

ARTICLE V. PAYMENTS: LCS shall pay Subcontractor for the complete and satisfactory performance of the work the sum of [\[words\] Cents, \(\\$###,###.##\)](#), subject to additions and deductions for charges as provided herein.

LCS shall make monthly payments to Subcontractor after receipt of payment for the Work from the Owner. The amount of the payment shall be equal to ninety five percent (95%) of the value of Work completed by Subcontractor during the previous payment period, as approved and paid for by the Owner. Applications for payment shall be submitted to LCS, provided said payment is not less than \$1,000.00, on the form AIA G702 and G703, and include a current certificate of insurance, no later than the [Twenty Second \(22nd\)](#) day of each month. Payment will be made to subcontractor on or about the [Twenty-fifth \(25th\)](#) day of the following month providing payment has been received from the Owner for the work, otherwise, payment will be made ten (10) calendar days after such receipt of payment. Non-current insurance and/or As-built documents will be cause for delay in progress payments at the discretion of LCS. Approval and payment of applications does not constitute approval of change order(s) listed on the application.

Subcontractor shall promptly pay all costs and expenses incurred in the performance of this Subcontract as they become due and shall furnish satisfactory evidence and verification of payment when requested by LCS. Subcontractor shall not divert any payments received to the satisfaction of obligations unrelated to the Project. Subcontractor agrees to keep the building or project, to which this Subcontract relates, free and clear of materialmen's and mechanic's liens or other encumbrances arising from Subcontractor's act or contract and shall, at Subcontractor's sole cost and expense, defend against

any claim, lien, suit or proceeding that may be presented or filed arising out of and in the course of performance of this Subcontract. Subcontractor shall, upon request of LCS, promptly purchase and provide an appropriate surety bond relative to any such liens or encumbrances. LCS may require, prior to making any payment that Subcontractor deliver written releases or waivers of all rights to assert any liens, charges or claims for additional compensation upon Project. Subcontractor shall indemnify and hold harmless LCS, the Owner, and the property upon which the Work is being performed from liens and claims of workmen, mechanics, or materialmen arising from the performance of the Work.

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

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

ARTICLE VI. FINAL PAYMENT. Final payment shall be due when the Work is fully completed and performed in accordance with the Contract Documents, including furnishing all manuals, instructions, warranties, as-built drawings, parts lists, etc. and when the Work has been accepted and paid for in full by the Owner.

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

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

ARTICLE VII. INDEMNITY AND INSURANCE. LCS shall not be liable or responsible for, and Subcontractor shall indemnify, hold harmless, and defend LCS, its agents, and its employees against and from, any and all claims and damages of every kind for injury or death of any persons and for damage to or loss of property of LCS, the Owner, or any other person arising out of, or attributable directly or indirectly to, the performance of the Work, or any act or omission of Subcontractor or its employees, agents or subcontractors, regardless of whether or not such injury or damage was due to the sole negligence of Subcontractor, its employees, agents, or sub-subcontractors, or involved the concurring negligence of LCS, its agents, employees, or subcontractors; provided, however, that such indemnity shall not cover injury or damage caused entirely by the negligence of LCS, its agents or employees.

Upon the execution of this Subcontract, and before commencing the Work, Subcontractor shall furnish to LCS certificates evidencing that Subcontractor has in effect policies of insurance proving insurance of the minimum types and coverage limits stated in the [Contract Documents](#). LCS shall be named as additional insured with respect to all liability policies.

The certificates of insurance shall provide that the policies shall not be terminated or changed with thirty days' advance written notice to LCS from the licensed agent or insurance company issuing the certificate.

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

If Subcontractor shall fail to obtain or maintain in force any required insurance then LCS may, at its sole option and with no obligation to do so, procure such insurance and deduct the cost from any amount otherwise payable to Subcontractor under this Subcontract. LCS shall in no manner incur any liability to Subcontractor or any other party because it shall not procure any insurance on behalf of Subcontractor or because of any defect or omission in coverage of any insurance that LCS may elect to procure.

ARTICLE VIII. CHANGES, EXTENSIONS OF TIME, BACKCHARGES. LCS may at any time during the progress of the Work make any changes of the Work as shown by the Contract Documents without invalidating this Subcontract. Before proceeding with any change, Subcontractor shall obtain written authorization or "change order" from LCS. All such written authorization or "change orders" will become a part of this subcontract and no additional compensation, extensions of time or other changes will be recognized or paid for unless a written authorization or a "change order" for such has been obtained from LCS. Failure to give written notice to LCS within ten days after receipt of revised Contract Documents shall be construed as an agreement on the part of the Subcontractor to make any changes to the work required thereby without additional compensation or extension of time. LCS shall not be liable to Subcontractor for any work claimed to have been performed for the benefit of LCS or others, unless LCS has signed an authorization for such work (typically referred to as a "backcharge"). Backcharges are addressed after Substantial Completion. Subcontractor shall take all precautions necessary to protect existing conditions and work-in-place by others.

Any other claims for additional compensation or time extensions for reasons other than revisions in the Contract Documents shall be submitted to Lowry Construction Services within five working days of the occurrence upon which the claims are based. Extensions of time shall be granted as provided for in the Contract Documents, and, if granted, shall constitute the entire compensation due the Subcontractor for such delays.

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

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

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

Subcontractor shall as a minimum standard of safety comply with all applicable provisions of the Occupational Safety and Health Act and all other statutory or contractual safety requirements applying to this Work. Subcontractor shall defend, indemnify and hold harmless the Owner, LCS, its employees, and other subcontractors from any liability, expenditure, obligation, penalties or damages arising from the alleged violation by Subcontractor for fines, penalties, counsel fees, expenses and costs of litigation, together with corrective measures required by reason of acts of commission or omissions by Subcontractor or Subcontractor's agents, employees, suppliers and assigns, due to failure upon the part of any one or all of them to comply with any safety and health standards, and all other pertinent municipal, state or federal laws, rules, codes or regulations of any law. All Subcontractor's workmen on-site are required to attend the daily safety meeting conducted by LCS's superintendent at 8:00am each day. Failure of any workman to sign-in and attend the daily safety meeting shall constitute unexcused absence.

Subcontractor agrees that the contract price specified herein includes all applicable state sales taxes, excise taxes, transportation tax, unemployment compensation tax, old age benefits and social security taxes, and further agrees to pay all of the above and to conform to all state and federal laws in connection with such taxes. In addition, Subcontractor agrees to withhold from all employees employed by Subcontractor, withholding taxes and to pay the same to the Collector of Internal Revenue and applicable state revenue department in accordance with the state and federal laws and regulations pertaining thereto.

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

ARTICLE XII. ASSIGNMENT. This Subcontract or any part of it shall not be assigned or sublet, including contract labor, without the written approval of LCS, nor shall the right to receive any payments due under it be assigned without the written approval of LCS. No attempt to make such an unauthorized assignment need be recognized by LCS. The approval of or acquiescence in any assignment or subletting shall not constitute a waiver of the right of LCS to disapprove any other proposed assignee or sub-subcontractor or to refuse to consent to any other assignment or subletting. Subcontractor shall, within fifteen (15) days from the date of this agreement, provide a comprehensive list of all proposed sub-subcontractors, materialmen and suppliers.

ARTICLE XIII. DEFAULT. In the event that Subcontractor shall default in the performance of this Subcontract or any provision of it, or shall fail to prosecute the work diligently and properly, and shall fail to remedy and correct such default entirely within two working days after receipt from LCS of a notice in writing to do so, then, at its election, LCS may without any other notice to Subcontractor take whatever action it considers necessary to remedy such default promptly. LCS may then retain and use all material, tools, and equipment of Subcontractor on the jobsite and obtain additional material, equipment and workmen, or contract with another party as necessary for completion of the work. Work removed from Subcontractor's scope and performed by others shall not invalidate this agreement. All expenses, including damages and overhead costs, incurred thereof shall be treated as payments to Subcontractor under this Subcontract and, if the total of such expense exceeds the balance payable under this Subcontract, then the Subcontractor shall reimburse LCS for the entire amount of such excess.

If any action to have Subcontractor declared bankrupt shall be filed, or if any receiver shall be appointed for Subcontractor, or if Subcontractor shall make any assignment for benefit of creditors, or if Subcontractor should seek any protection or relief under bankruptcy law, it shall constitute a default under this Subcontract and, in addition to such other rights as it

may have, LCS may withhold any payment due hereunder until all claims which might be asserted against the Project have been satisfied.

ARTICLE XIV. ARBITRATION. Any controversy or claim arising out of or relating to this subcontract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE XV. ATTORNEY'S FEES AND EXPENSES. If any proceeding shall be prosecuted, in court or in arbitration, by either party to enforce this Subcontract or to obtain money or other relief on account of the breach or non-performance of any obligation arising from this Subcontract, then in addition to any other relief or recovery, the prevailing party shall be entitled to recover all of the fees and expenses of its attorneys and any other expenses incurred in the prosecution of the proceeding.

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

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

[name]
Subcontractor

LOWRY CONSTRUCTION SERVICES, INC.
Construction Manager

By: _____

By: _____

Title: _____

Title: Hutton Lowry, President

Date: _____

Date: _____



Bid Package 1.1 – Glass and Glazing

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Applicable Specifications and Scope of Work.

Scope Package 1.1 Base Bid: \$ _____

Written out: \$ _____

Contact Name: _____

Title: _____

Address: _____

**Federal Employers
Identification Number:** _____

Phone/Mobile Phone: _____

Email: _____

Signature: _____

UNIT PRICING: NONE

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Blank spaces on this form shall be fully filled out, numbers stated both in writing and figures, signatures signed in longhand, and form completed without interlineation, alteration and erasure.

Acknowledge all scope of work items listed under APPLICABLE SPECIFICATIONS & SCOPE OF WORK

Initial:

Addenda Included

#'s:

CM Clarifications Included

#'s:

SCHEDULE/EXPEDITING/SUBMITTALS

LCS Construction Schedule is attached. Verify Bidder and supplier(s) are able to meet required installation dates.

Initial:

No obligation shall be incurred by the Owner or Lowry Construction Services, Inc. to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Lowry Construction Services, Inc. and the Bidder.



APPLICABLE SPECIFICATIONS:

DIVISION 00 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
DIVISION 02 – Existing Conditions	Complete
Section 024100 – Demolition	Complete
DIVISION 04 – Masonry	Complete
Section 042723 – Through-Wall Substrate Flashing System	Complete
DIVISION 05 – Metals	Complete
Section 055000 – Metal Fabrications	Complete
DIVISION 06 – Wood, Plastics, and Composites	As Applicable
Section 061000 – Rough Carpentry	As Applicable
DIVISION 07 – Thermal and Moisture Protection	As Applicable
Section 076200 – Sheet Metal Flashing and Trim	As Applicable
Section 079200 – Joint Sealants	As Applicable
DIVISION 08 – Openings	Complete
Section 084313 – Aluminum-Framed Storefronts	Complete
Section 084413 – Glazed Aluminum Curtain Walls	Complete
Section 087100 – Door Hardware	Complete
Section 087113 – Automatic Door Operators	Complete
Section 088000 – Glazing	Complete
DIVISION 09 – Finishes	As Applicable
DIVISION 11 – Equipment	As Applicable
DIVISION 12 – Furnishings	As Applicable
DIVISION 23 – Heating, Ventilating, and Air-Conditioning (HVAC)	As Applicable
DIVISION 26 – Electrical	As Applicable
DIVISION 27 – Communications	As Applicable
DIVISION 28 – Electronic Safety and Security	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable

Definition of Terms

Contractor and/or Subcontractor shall mean Scope Package Bidder and/or Bidder.
Construction Manager (CM) and/or LCS shall mean Lowry Construction Services, Inc. Owner shall mean The City of Tulsa.
Architect shall mean Beck Design.

LCS Clarifications:

ADDENDA:

SCOPE OF WORK:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the **Temporary Protection, Temporary Openings and Enclosures, Demolition, Metal Fabrications, Rough Carpentry, Through-Wall Substrate Flashing System, Sheet Metal Flashing and Trim, Joint Sealants, Aluminum-Framed Storefronts, Glazed Aluminum Curtain Walls, Door Hardware, Automatic Door Operators and Glazing Work for the Tulsa Performing Arts Center Project No. SP 23-2**, Tulsa, Oklahoma in accordance with the Contract Documents. It is further understood and agreed that this Subcontract also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s) or shown on the plans. This scope listing is to be used as a guideline and should not be considered as an all-inclusive list of items required to provide a complete scope of work under this proposal. Drawing and detail references are provided for reference only and are not to be considered as all-inclusive of Contract Documents for the particular items referenced. **(Please note: The word “provide” when used herein shall mean prepare for, furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other appurtenances necessary to complete the Work.)**

1. Provide all the necessary labor, material, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to furnish and install all exterior glass & glazing work as required in bid package and per contract documents. All work is included for glazing systems as applicable.



2. Provide and install all Aluminum-Framed Storefronts, Glazed Aluminum Curtain Walls, Door Hardware, Automatic Door Operators, and Glazing and associated hardware including entrance doors, frames, infill panels, overhead closers, push/pull handles, hinges, custom thresholds, exit devices, related glass, anchors, brackets, pivots and other accessories necessary for a complete installation.
 - a. Provide engineering calculations and shop drawings meeting all specified requirements for all glass entrances.
 - b. Provide any structural reinforcement of walls or adjacent finishes as indicated by engineer or door system manufacturer.
3. Provide all head, sill and jamb flashings and associated sealants as required for the performance of this subcontractor's work.
4. Provide all caulking and joint sealants associated with this scope of work.
5. Provide all demolition and removal of existing windows, storefronts, frames, caulking, glazing, and accessories as associated with this scope of work. Removal and replacement at each opening, or portions thereof, shall be completed in a single mobilization. No openings, or portions thereof, may be incomplete overnight. Provide temporary barriers to prevent intrusion, as approved by the Owner. Perform and saw cutting, patching and removal of debris as required for the scope of this bid package.
6. Provide all Glazing as specified in the contract documents:
7. Provide all Through-Wall and Wall Substrate Flashing System, Metal Fabrications, Sheet Metal Flashing and Trim, and Joint Sealants between system components and adjacent surfaces.
8. Provide all brake metal, closures, covers, and flashings as required for a complete installation. Provide integrated Exit Signage to match existing.
9. Provide all Rough Carpentry, blocking, anchors, brackets, etc. for positive means of attachment to the structure. All rough carpentry shall be fire retardant.
10. Perform/provide all testing and certification as required by the contract documents.
11. Remove all factory labels, part numbers, stickers and tape from all components after installation.
12. Provide initial cleaning of glass and glazing. To be scheduled with the CM.
13. All glazing crates shall be removed from site and shall not be placed in the dumpster.
14. Field verify dimensions as required.
15. Sequence removal and replacement of openings per the Construction Schedule. The opening must be completed before moving to the next opening.
16. Provide access to and from site as required by law and Owner. Provide emergency building exits during construction as required by Fire Marshal. Provide 36" temporary exit door with temporary exit sign during construction on each renovated entrance when the theaters are not in use for performances. Keep all exits required by code open during construction period. Provide temporary exit signs if exit routes are temporarily altered. Do not obstruct roadways, sidewalks, or other public ways without written permission. Existing building spaces may not be used for storage.

General Items:

17. Include separate mobilizations / demobilizations as required by the Project Schedule and Phasing Plans.
18. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
19. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
20. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate. Comply with LCS cleaning requirements. Contractor shall clean up his work in such a manner as to maintain safe working conditions on the project, including but not limited to excess material, lunch trash, and dirt and debris on streets and sidewalks. All trash generated from this Contractor's work or its forces shall be removed daily by the Contractor's own forces and Contractor's equipment. Trash shall be placed in an on-site dumpster provided by construction manager. Any waste that requires special disposal such as concrete, pavement, or hazardous waste will be disposed of by Contractor and not placed in the on-site dumpster. Debris placed in the dumpster must fit within the confines of the dumpster; otherwise it is the responsibility of this contractor to remove such debris from the project in an acceptable manner. If after a 24-hour notice, Contractor fails to clean-up trash, then the Construction Manager may clean up the trash and the cost thereof shall be charged to the Contractor.
21. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Subcontractor's unpreparedness, will be paid by this Subcontractor.
22. It is mutually understood and agreed that this Subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the LCS designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.
23. Diligently and continuously prosecute the Work from Notice to Proceed to Substantial Completion.
24. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.
25. Use of Owner's facilities, restrooms, etc. is not permitted.



Bid Package 1.2 – Roofing

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Applicable Specifications and Scope of Work.

Scope Package 1.2 Base Bid: \$ _____

Written out: \$ _____

Contact Name: _____

Title: _____

Address: _____

Federal Employers Identification Number: _____

Phone/Mobile Phone: _____

Email: _____

Signature: _____

UNIT PRICING: NONE

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Blank spaces on this form shall be fully filled out, numbers stated both in writing and figures, signatures signed in longhand, and form completed without interlineation, alteration and erasure.

Acknowledge all scope of work items listed under APPLICABLE SPECIFICATIONS & SCOPE OF WORK

Addenda Included

CM Clarifications Included

SCHEDULE/EXPEDITING/SUBMITTALS
LCS Construction Schedule is attached. Verify Bidder and supplier(s) are able to meet required installation dates.

No obligation shall be incurred by the Owner or Lowry Construction Services, Inc. to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Lowry Construction Services, Inc. and the Bidder.



APPLICABLE SPECIFICATIONS:

DIVISION 00 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
DIVISION 02 – Existing Conditions	As Applicable
Section 024100 – Demolition	As Applicable
DIVISION 04 – MASONRY	As Applicable
Section 042723 – Through-Wall and Wall Substrate Flashing System	As Applicable
DIVISION 05 – Metals	As Applicable
Section 055000 – Metal Fabrications	As Applicable
DIVISION 06 – Wood, Plastics, and Composites	As Applicable
Section 061000 – Rough Carpentry	As Applicable
DIVISION 07 – Thermal and Moisture Protection	As Applicable
Section 072100 – Thermal Insulation	As Applicable
Section 072510 – Rubberized Asphalt Flashing	Complete
Section 072720 – Fluid-Applied Air and Water Barrier	Complete
Section 075423 – Thermoplastic Polyolefin (TPO) Membrane Roofing – Carlisle	Complete
Section 076200 – Sheet Metal Flashing and Trim	Complete
Section 077200 – Roof Accessories	Complete
Section 079200 – Joint Sealants	As Applicable
DIVISION 08 – Openings	As Applicable
DIVISION 09 – Finishes	As Applicable
DIVISION 12 – Furnishings	As Applicable
DIVISION 23 – Heating, Ventilating, and Air-Conditioning (HVAC)	As Applicable
DIVISION 26 – Electrical	As Applicable
DIVISION 27 – Communications	As Applicable
DIVISION 28 – Electronic Safety and Security	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable

Definition of Terms

Contractor and/or Subcontractor shall mean Scope Package Bidder and/or Bidder.
 Construction Manager (CM) and/ or LCS shall mean Lowry Construction Services, Inc.
 Owner shall mean The City of Tulsa.
 Architect shall mean Beck Design.

LCS Clarifications:

ADDENDA:

SCOPE OF WORK:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the **Roofing Work for the Tulsa Performing Arts Center Project No. 23-2**, Tulsa, Oklahoma in accordance with the Contract Documents. It is further understood and agreed that this Subcontract also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s) or shown on the plans. This scope listing is to be used as a guideline and should not be considered as an all-inclusive list of items required to provide a complete scope of work under this proposal. Drawing and detail references are provided for reference only and are not to be considered as all-inclusive of Contract Documents for the particular items referenced. **(Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other appurtenances necessary to complete the Work.)**

1. Provide all roofing as required by the contract documents. All work to be furnished and installed with materials as indicated, specified, in accordance with best practice, and as required to make a complete system.
2. Provide all roofing demolition.
3. Provide all hoisting, material transport, and storage for the scope of this bid package. Coordinate all material deliveries and proposed storage locations with LCS.
4. Contractor shall clean up his work in such a manner as to maintain safe working conditions on the project, including but not limited to excess material, lunch trash, and dirt and debris on streets and sidewalks. All trash generated from this Contractor’s work or its forces shall be removed by the Contractor’s own forces and Contractor’s equipment. Trash shall be placed in an on-site dumpster provided



by others. Any waste that requires special disposal such as concrete, pavement or hazardous waste will be disposed of by Contractor and not placed in the on-site dumpster. Debris placed in the dumpster must fit within the confines of the dumpster. If after a 24 hours notice Contractor fails to clean-up trash, then the Construction Manager may clean up the trash and the cost thereof shall be charged to the Contractor.

5. Contractor shall comply with all OSHA standards.
6. Provide all colors and textures as required by the contract documents.
7. Contractor shall protect-in-place existing finishes not shown to remove or replace.
8. Provide all interior and exterior debris removal and clean-up as a result of roofing operations.
9. Provide all exterior wood blocking required for roofing operations.
10. Provide all coverboard.
11. Furnish and install all caulking & joint sealants associated with the work of this Bid Package.
12. Minor patching and touch-up as required for a complete installation.
13. Coordinate and allow for use of scaffolding with other trades requiring access.
14. Furnish and install all sheet metal, flashings, and trim related to the work of this Bid Package.
15. Provide all extra materials and attic stock as indicated.
16. Provide any pre-payments for outsourced manufactured products or assemblies.
17. Field verify dimensions as required.

GENERAL ITEMS

18. Include separate mobilizations / demobilizations as required by the Project Schedule.
19. Provide all shop drawings, product data, sample and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, coordination drawings, and product submittals for architect approval as required to properly coordinate the work included in this Subcontract with other trades. Include costs for revising and resubmitting shop/ coordination drawings as needed.
20. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
21. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
22. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
23. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Subcontractor's unpreparedness, will be paid by this Subcontractor.
24. It is mutually understood and agreed that this subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the LCS designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.
25. Contractor is to furnish manpower and equipment necessary, as required by the construction schedule, including interim milestone dates, and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule if Contractor falls behind due to their own fault or due to inclement weather.
26. Contractor shall conform to the Construction Manager's work hours.
27. Contractor shall diligently and continuously prosecute the Work from Notice to Proceed to Substantial Completion.
28. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.
29. Use of Owner's facilities, restrooms, etc. is not permitted.



Bid Package 1.3 – Flooring

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Applicable Specifications and Scope of Work.

Scope Package 1.3 Base Bid: \$ _____

Written out: \$ _____

Contact Name: _____

Title: _____

Address: _____

Federal Employers Identification Number: _____

Phone/Mobile Phone: _____

Email: _____

Signature: _____

UNIT PRICING: NONE

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Blank spaces on this form shall be fully filled out, numbers stated both in writing and figures, signatures signed in longhand, and form completed without interlineation, alteration and erasure.

Acknowledge all scope of work items listed under APPLICABLE SPECIFICATIONS & SCOPE OF WORK

Addenda Included

CM Clarifications Included

SCHEDULE/EXPEDITING/SUBMITTALS
LCS Construction Schedule is attached. Verify Bidder and supplier(s) are able to meet required installation dates.

No obligation shall be incurred by the Owner or Lowry Construction Services, Inc. to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Lowry Construction Services, Inc. and the Bidder.



7. Contractor shall protect-in-place existing finishes not shown to remove or replace.
8. Provide all interior and exterior debris removal and clean-up as a result of flooring operations.
9. Provide all demolition, preparation, concrete, floor float, thin set and associated accessories related to this scope for a complete flooring system.
10. Furnish and install all caulking & joint sealants associated with the work of this Bid Package.
11. Minor patching and touch-up to adjacent flooring as required for a complete installation.
12. Provide all extra materials and attic stock as indicated.
13. Provide any pre-payments for outsourced manufactured products or assemblies.
14. Field verify dimensions as required.

GENERAL ITEMS

15. Include separate mobilizations / demobilizations as required by the Project Schedule.
16. Provide all shop drawings, product data, sample and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, coordination drawings, and product submittals for architect approval as required to properly coordinate the work included in this Subcontract with other trades. Include costs for revising and resubmitting shop/ coordination drawings as needed.
17. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
18. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
19. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
20. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Subcontractor's unpreparedness, will be paid by this Subcontractor.
21. It is mutually understood and agreed that this subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the LCS designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.
22. Contractor is to furnish manpower and equipment necessary, as required by the construction schedule, including interim milestone dates, and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule if Contractor falls behind due to their own fault or due to inclement weather.
23. Contractor shall conform to the Construction Manager's work hours.
24. Contractor shall diligently and continuously prosecute the Work from Notice to Proceed to Substantial Completion.
25. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.
26. Use of Owner's facilities, restrooms, etc. is not permitted.



Bid Package 1.4 – Drywall and Paint

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Applicable Specifications and Scope of Work.

Scope Package 1.4 Base Bid: \$ _____

Written out: \$ _____

Contact Name: _____

Title: _____

Address: _____

Federal Employers Identification Number: _____

Phone/Mobile Phone: _____

Email: _____

Signature: _____

UNIT PRICING: NONE

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Blank spaces on this form shall be fully filled out, numbers stated both in writing and figures, signatures signed in longhand, and form completed without interlineation, alteration and erasure.

Acknowledge all scope of work items listed under APPLICABLE SPECIFICATIONS & SCOPE OF WORK

Addenda Included

CM Clarifications Included

SCHEDULE/EXPEDITING/SUBMITTALS
LCS Construction Schedule is attached. Verify Bidder and supplier(s) are able to meet required installation dates.

No obligation shall be incurred by the Owner or Lowry Construction Services, Inc. to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Lowry Construction Services, Inc. and the Bidder.



3. Provide all cold formed metal stud framing and gypsum board assemblies at exterior and interior walls, partitions, columns, column covers, soffit framing, light covers, furring, gypsum board, etc. Provide paper faced gypsum board as indicated and noted, including deflection track and fire stop track where indicated or required.
 - a. Provide all wall types and wall rating as designated or indicated including framing details and partition head types complete.
 - b. Provide all rated drywall partitions and smoke partitions as scheduled, including fire or smoke caulking of all perimeters to the structure, where required.
 - c. Provide all tape, float, and finish of Gypsum Board as required, ready to paint.
4. Provide all wall & ceiling patching complete in the existing building where other trades must access behind walls. This scope shall coordinate with Audio/Visual and MEP trades to work to limit this work. Include patching at ceilings where sprinkler lines, electrical, hoisting and rigging, and audio/visual systems must be removed and installed.
5. Provide all in-wall wood and metal blocking / backing as required.
 - a. Provide all in wall blocking and backing required for signage, mechanical, electrical, etc.
 - b. Provide all dimensional lumber and plywood per grade markings and performance requirements per specification with corresponding fasteners and anchoring devices.
 - c. Provide all metal blocking or backing of gauge metal specified for type of application including walls and ceilings.
 - d. Provide blocking at all glazed systems, and or fixed windows around perimeter of openings including window sills, as indicated.
6. Provide all drywall control joints at door frames, etc., for vertical and horizontal application as indicated, including required acoustical or fire-resistive sealants.
7. Provide protection of existing finishes not shown to remove.
8. Provide all Gypsum Board Assemblies demolition required to complete the Drywall scope of work.
9. Provide all hoisting, material transport, and storage for the scope of this bid package. Coordinate all material deliveries and proposed storage locations with LCS.
10. Contractor shall clean up his work in such a manner as to maintain safe working conditions on the project, including but not limited to excess material, lunch trash, and dirt and debris on streets and sidewalks. All trash generated from this Contractor's work or its forces shall be removed by the Contractor's own forces and Contractor's equipment. Trash shall be placed in an on-site dumpster provided by others. Any waste that requires special disposal such as concrete, pavement or hazardous waste will be disposed of by Contractor and not placed in the on-site dumpster. Debris placed in the dumpster must fit within the confines of the dumpster. If after a 24 hours notice Contractor fails to clean-up trash, then the Construction Manager may clean up the trash and the cost thereof shall be charged to the Contractor.
11. Contractor shall comply with all OSHA standards.
12. Provide all colors and textures as required by the contract documents.
13. Contractor shall protect-in-place existing finishes not shown to remove or replace.
14. Provide all interior and exterior debris removal and clean-up as a result of drywall and painting operations.
15. Furnish and install all caulking, joint sealants, and acoustical sealant associated with the work of this Bid Package.
16. Minor patching and touch-up to adjacent Gypsum Board Assemblies as required for a complete installation.
17. Provide all extra materials and attic stock as indicated.
18. Provide any pre-payments for outsourced manufactured products or assemblies.
19. Field verify dimensions as required.
20. Provide all Painting as specified, scheduled or as noted.
21. All existing walls requiring patching shall be patched and prepared prior to painting. Minor patching is by this scope.
22. This scope shall protect all finished materials during final painting.
23. Provide all miscellaneous painting as scheduled detailed or noted by the documents.
24. Provide caulking of ceiling grid to wall finish surface.
25. Provide all surface preparation, sanding, priming, etc. as specified or recommended by the paint and wall covering manufacturers.
26. Provide task lighting as and where required to perform the work of this contract.
27. This Subcontractor will spackle minor dings/bondo door frames at painted surfaces during final paint and Punch List.
28. Provide overspray protection and clean-up of surrounding surfaces.
29. Provide all hoisting, material transportation, dunnage, rigging, loading and unloading, scaffolding, lifts, etc. as required for the work of this Subcontractor.



GENERAL ITEMS

30. Include separate mobilizations / demobilizations as required by the Project Schedule.
31. Provide all shop drawings, product data, sample and other pertinent submittals for the work of this Subcontract. Provide engineering and printing costs for all shop drawings, coordination drawings, and product submittals for architect approval as required to properly coordinate the work included in this Subcontract with other trades. Include costs for revising and resubmitting shop/ coordination drawings as needed.
32. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
33. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
34. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate.
35. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Subcontractor's unpreparedness, will be paid by this Subcontractor.
36. It is mutually understood and agreed that this subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the LCS designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.
37. Contractor is to furnish manpower and equipment necessary, as required by the construction schedule, including interim milestone dates, and to furnish additional crews, equipment, etc. and/or overtime required to maintain the schedule if Contractor falls behind due to their own fault or due to inclement weather.
38. Contractor shall conform to the Construction Manager's work hours.
39. Contractor shall diligently and continuously prosecute the Work from Notice to Proceed to Substantial Completion.
40. Contractor shall coordinate all material deliveries with the Construction Manager and shall have a representative and sufficient workforce onsite to receive, move and store all deliveries of materials under the scope of work of this bid package.
41. Use of Owner's facilities, restrooms, etc. is not permitted.



Bid Package 1.5 – Electrical and Low Voltage

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Applicable Specifications and Scope of Work.

Scope Package 1.5 Base Bid: \$ _____

Written out: \$ _____

Contact Name: _____

Title: _____

Address: _____

**Federal Employers
Identification Number:** _____

Phone/Mobile Phone: _____

Email: _____

Signature: _____

UNIT PRICING: NONE

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Blank spaces on this form shall be fully filled out, numbers stated both in writing and figures, signatures signed in longhand, and form completed without interlineation, alteration and erasure.

Acknowledge all scope of work items listed under APPLICABLE SPECIFICATIONS & SCOPE OF WORK

Initial:

Addenda Included

#'s:

CM Clarifications Included

#'s:

SCHEDULE/EXPEDITING/SUBMITTALS

LCS Construction Schedule is attached. Verify Bidder and supplier(s) are able to meet required installation dates.

Initial:

No obligation shall be incurred by the Owner or Lowry Construction Services, Inc. to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Lowry Construction Services, Inc. and the Bidder.



APPLICABLE SPECIFICATIONS:

DIVISION 00 – Procurement and Contracting Requirements

DIVISION 01 – General Requirements

DIVISION 02 – Existing Conditions

Section 024100 – Demolition

DIVISION 05 – Metals

DIVISION 06 – Wood, Plastics, and Composites

DIVISION 07 – Thermal and Moisture Protection

DIVISION 08 – Openings

DIVISION 09 – Finishes

DIVISION 11 – Specialties

DIVISION 12 – Furnishings

DIVISION 22 – Plumbing

DIVISION 23 – Heating, Ventilating, and Air-Conditioning (HVAC)

Section 230913 – Instrumentation and Control for HVAC

DIVISION 26 – Electrical

Section 260500 – Common Work Results for Electrical

Section 260519 – Conductors and Cables

Section 260533 – Raceway and Boxes

Section 260553 – Electrical Identification

Section 260961 – Production Lighting Control and Equipment

Section 262726 – Wiring Devices

Section 265100 – LED Interior Lighting

Section 265800 – Fire Alarm Electrical Requirements

DIVISION 27 – Communications

Section 274100 – Performance Audio Systems

DIVISION 28 – Electronic Safety and Security

Section 283111 – Digital, Addressable Fire-Alarm System

Complete

Complete

As Applicable

As Applicable

As Applicable

As Applicable

As Applicable

As Applicable

As Applicable

As Applicable

As Applicable

As Applicable

As Applicable

As Applicable

Complete

Complete

Complete

Complete

Complete

As Applicable

Complete

Complete

Complete

As Applicable

As Applicable

Complete

Complete

Legends, Notes and Schedules per Plans and Specifications

As Applicable

Definition of Terms

Contractor, Subcontractor, and/or Electrical Contractor shall mean Scope Package Bidder and/or Bidder.

Construction Manager (CM) and/ or LCS shall mean Lowry Construction Services, Inc.

Owner shall mean The City of Tulsa.

Architect shall mean Beck Design.

LCS Clarifications:

ADDENDA:

SCOPE OF WORK:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the **Demolition, Electrical and Communications Work for the Tulsa Performing Arts Center Project No. 23-2**, Tulsa, Oklahoma in accordance with the Contract Documents. It is further understood and agreed that this Subcontract also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s) or shown on the plans. This scope listing is to be used as a guideline and should not be considered as an all-inclusive list of items required to provide a complete scope of work under this proposal. Drawing and detail references are provided for reference only and are not to be considered as all-inclusive of Contract Documents for the particular items referenced. **(Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other appurtenances necessary to complete the Work.)**

1. Provide electrical power and lighting systems for complete, operable, and code compliant systems.
2. Provide all low voltage system requirements per contract documents.
3. Provide all low voltage related to HVAC per contract documents.
4. Provide fire alarm system requirements per contract documents.
5. Provide all required local, State and Federal trade permits and pay required fees as required for the performance of this Subcontractor's work.



6. Disconnect and make safe all required electrical systems for demolition work. Coordinate with demolition drawings.
7. Include all electrical demolition as indicated for this scope of work. Removal shall be back to the source if possible.
8. Salvage and Reinstall all fixtures, devices, and equipment as required and/or indicated.
9. Disconnect and Reconnect services to units as required. Provide conduit and cabling to existing antennas.
10. Remove any existing fixtures and equipment shown to be salvaged and turn over to Owner as directed by Construction Manager.
11. Provide all high, medium, low, and control voltage raceways, conduit, wire ways, boxes, pull strings, etc. complete. Provide medium and high voltage conductors and cabling.
12. Include the temporary supporting of lights that are labeled to remain and reinstall once ceiling grid is installed.
13. Provide all lighting and lighting systems:
 - a. Provide lighting controls panels and relays.
 - b. Provide all emergency lighting as required and indicated.
 - c. Provide all interior lighting, architectural interior light fixtures, lighting control systems, dimmers, occupancy sensors, ballasts, contactors, luminaires and lamps, all diffusers, as required. Refer to all drawings as well as Electrical Documents.
 - d. Provide all fixture blocking/backing required for light fixtures.
 - e. Provide any attic stock of fixtures and lamps as required.
14. Provide relocation of any existing light fixtures as required.
15. Provide all Grounding and Bonding including all electrodes, ground rods, impedance and hi-pot testing, complete including those of low voltage and control systems.
16. Provide all Over Current Protective Device(s) and Arc Flash coordination studies including required test and reports, etc. complete, including field adjustment agency for analysis, adjustments if required.
17. Provide all required backing and blocking for attachment of all electrical components as required.
18. Provide and maintain temporary electric power and lighting systems complete, including all installation charges, permits and costs thereof, required disconnects, transformers, panel boards, panels, supports, coring, sleeves, etc. as required and installed in accordance with jurisdictional authorities. Provide CM with a weekly ground fault inspection log. Maintain systems, replace all components including lamp replacements as required for a fully functional temporary system throughout the project duration. Upon completion of temporary service requirements, this contractor shall dismantle and remove all temporary components from the jobsite.
19. Provide all warranties including all extended and special warranties as specified including extended warranties for permanent electrical equipment used for temporary Electrical and other services.
20. Provide all factory/manufacture testing, field testing, inspections, and reports thereof, as specified.
21. Provide all taping, flashings, etc. protection, etc. as required around perimeter of electrical rough-in components for air, moisture, weather, acoustical, fire resistance, etc., as required.
22. Contractor is also required to seal (fire or acoustical) any penetrations of walls that occur after drywall is complete including all acoustical sealing of penetrations at any STC rated walls. Seal both sides of all wall penetrations. Fire Safe and seal any extra unused sleeves.

General Items:

23. Include separate mobilizations / demobilizations as required by the Project Schedule.
24. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
25. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
26. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate. Comply with LCS cleaning requirements.
27. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Subcontractor's unpreparedness, will be paid by this Subcontractor.
28. It is mutually understood and agreed that this subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the LCS designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.

Exclusions:

29. Excludes electrical power, low voltage, and conduit related to 260961 Production Lighting Control and Equipment.
30. Excludes electrical power, low voltage, and conduit related to 274100 Performance Audio Systems.



Bid Package 2.1 – Audio/Visual and Electrical

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Applicable Specifications and Scope of Work.

Scope Package 2.1 Base Bid: \$ _____

Written out: \$ _____

Contact Name: _____

Title: _____

Address: _____

Federal Employers Identification Number: _____

Phone/Mobile Phone: _____

Email: _____

Signature: _____

UNIT PRICING: NONE

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Blank spaces on this form shall be fully filled out, numbers stated both in writing and figures, signatures signed in longhand, and form completed without interlineation, alteration and erasure.

Acknowledge all scope of work items listed under APPLICABLE SPECIFICATIONS & SCOPE OF WORK **Initial:**

Addenda Included **#'s:**

CM Clarifications Included **#'s:**

SCHEDULE/EXPEDITING/SUBMITTALS
LCS Construction Schedule is attached. Verify Bidder and supplier(s) are able to meet required installation dates. **Initial:**

No obligation shall be incurred by the Owner or Lowry Construction Services, Inc. to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Lowry Construction Services, Inc. and the Bidder.



APPLICABLE SPECIFICATIONS:

DIVISION 00 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
DIVISION 02 – Existing Conditions	As Applicable
Section 024100 – Demolition	As Applicable
DIVISION 04 – Masonry	As Applicable
DIVISION 05 – Metals	As Applicable
Section 055000 – Metal Fabrications	As Applicable
DIVISION 06 – Wood, Plastics, and Composites	As Applicable
Section 061000 – Rough Carpentry	As Applicable
DIVISION 07 – Thermal and Moisture Protection	As Applicable
DIVISION 08 – Openings	As Applicable
DIVISION 09 – Finishes	As Applicable
DIVISION 11 – Equipment	Complete
Section 116133 – Theatre Rigging, Curtains and Tracks	Complete
DIVISION 12 – Furnishings	As Applicable
DIVISION 23 – Heating, Ventilating, and Air-Conditioning (HVAC)	As Applicable
DIVISION 26 – Electrical	Complete
Section 260500 – Common Work Results for Electrical	Complete
Section 260519 – Conductors and Cables	Complete
Section 260533 – Raceway and Boxes	Complete
Section 260553 – Electrical Identification	Complete
Section 260961 – Production Lighting Control and Equipment	Complete
Section 262726 – Wiring Devices	Complete
Section 265100 – LED Interior Lighting	As Applicable
Section 265800 – Fire Alarm Electrical Requirements	As Applicable
DIVISION 27 – Communications	Complete
Section 274100 – Performance Audio Systems	Complete
DIVISION 28 – Electronic Safety and Security	As Applicable
Section 283111 – Digital, Addressable Fire-Alarm System	As Applicable
 Legends, Notes and Schedules per Plans and Specifications	 As Applicable

Definition of Terms

Contractor, Subcontractor, Systems Contractor, and Electrical Contractor shall mean Scope Package Bidder and/or Bidder.
Construction Manager (CM) and/or LCS shall mean Lowry Construction Services, Inc.
Owner shall mean The City of Tulsa.
Architect shall mean Beck Design.

LCS Clarifications:

ADDENDA:

SCOPE OF WORK:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the **Temporary Protection, Demolition, Metal Fabrications, Rough Carpentry, Theatre Rigging, Curtains and Tracks, Electrical, Communications, and Electronic Safety and Security Work for the Tulsa Performing Arts Center Project No. SP 23-2**, Tulsa, Oklahoma in accordance with the Contract Documents. It is further understood and agreed that this Subcontract also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s) or shown on the plans. This scope listing is to be used as a guideline and should not be considered as an all-inclusive list of items required to provide a complete scope of work under this proposal. Drawing and detail references are provided for reference only and are not to be considered as all-inclusive of Contract Documents for the particular items referenced. **(Please note: The word “provide” when used herein shall mean prepare for, furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other appurtenances necessary to complete the Work.)**

1. Provide electrical power, theatre rigging, curtains and track, production lighting control and equipment, and performance audio systems for complete, operable, and code compliant systems.



2. Provide all low voltage system requirements related to the theatre rigging, curtains and track, production lighting control and equipment, and performance audio systems per contract documents.
3. All references to "Contractor" shall be changed to "Systems Contractor" and/or "Electrical Contractor".
4. Provide fire alarm system requirements related to the theatre rigging, curtains and track, production lighting control and equipment, and performance audio systems per contract documents.
5. Provide all required local, State and Federal trade permits and pay required fees as required for the performance of this subcontractor's work.
6. Disconnect and make safe all required theatre rigging, curtains and track, production lighting control and equipment, performance audio systems, and electrical systems for demolition work. Coordinate with general, demolition, architectural, electrical, audio visual, and theatrical lighting drawings.
7. Include all theatre rigging, curtains and track, production lighting control and equipment, performance audio systems, and electrical demolition as indicated for this scope of work. Removal shall be back to the source if possible.
8. Salvage and Reinstall all fixtures, devices, and equipment as required and/or indicated.
9. Provide all material and perform all work required to complete the installation of Theatre Rigging, Curtains and Tracks, Production Lighting Control and Equipment, and Performance Audio Systems. Include hardware, accessories, mounting devices, fasteners, wiring and related items for the complete installation of the audio/visual systems in strict accordance with the contract documents and manufacturer's requirements. Furnish, delivery to project site, receive and install all systems in accordance with the contract documents at locations indicated where required.
10. Remove any existing fixtures and equipment shown to be salvaged and turn over to Owner as directed by Construction Manager.
11. Provide all high, medium, low, and control voltage raceways, conduit, wire ways, boxes, pull strings, etc. complete. Provide low, medium and high voltage conductors and cabling.
12. Provide all substations, switchboards, transformers (high and low voltage), switchgear, switchboards, power distribution panels, bus assemblies, panel boards, wiring devices, switches, circuit breakers, fuses, receptacles, etc. complete.
 - a. All panel boards containing spare breaker space are to contain empty space only with cover plates. No breakers will be required at locations labeled 'Spare'.
13. Provide all electrical conduit and equipment identification (above or below grade) including safety warning tape and wires, labels, stencils, tags, banding etc. as specified or required by code, the documents, and by the Owner.
14. Panel board schedules must be provided per documents and the Owner but no less than typewritten.
 - a. Update all panel boards with new information as required.
15. Finishes and colors shall be as specified in the Contract Documents.
16. Products shall be as specified in the Contract Documents.
17. Provide all lighting and lighting systems:
 - a. Provide lighting controls panels and relays.
 - b. Provide all emergency lighting as required and indicated.
 - c. Provide all interior lighting, production lighting, lighting control systems, dimmers, sensors, ballasts, contactors, luminaires and lamps, gels and supports, as required. Refer to all drawings as well as Electrical Documents.
 - d. Provide all fixture blocking/backing required for light fixtures.
 - e. Provide any attic stock of fixtures and lamps as required.
18. Provide relocation of any existing light fixtures as required.
19. Provide all Grounding and Bonding including all electrodes, ground rods, test wells including drilled piers, impedance and hi-pot testing, complete including those of low voltage and control systems.
20. Provide all power monitoring and control systems complete.
21. Provide all required backing and blocking for attachment of all electrical components as required.
22. Provide, relocate and remove upon completion, all temporary power (generators) and all required temporary light plants for work performance, safety and convenience for the work of this subcontractor, and as required to maintain required schedule.
23. Provide and maintain temporary electric power and lighting systems complete, including all installation charges, permits and costs thereof, required disconnects, transformers, panel boards, panels, supports, coring, sleeves, etc. as required and installed in accordance with jurisdictional authorities. Provide CM with a weekly ground fault inspection log. Maintain systems, replace all components including lamp replacements as required for a fully functional temporary system throughout the project duration. Upon completion of temporary service requirements, this contractor shall dismantle and remove all temporary components from the jobsite.
24. Provide all miscellaneous metal and steel items for support of Electrical items of work including but not limited to hangers, protective appurtenances, platforms, plates, sleeves, embedded items, unistrut, steel angle or channel, bolts, rods and straps. Provide all pads and/or supports.
25. Provide all warranties including all extended and special warranties as specified including extended warranties for permanent electrical equipment used for temporary Electrical and other services.
26. Provide all factory/manufacturer testing, field testing, inspections, and reports thereof, as specified.
27. Provide all taping, flashings, etc. protection, etc. as required around perimeter of electrical rough-in components for air, moisture, weather, acoustical, fire resistance, etc., as required.
28. Contractor is also required to seal (fire or acoustical) any penetrations of walls that occur after drywall is complete including all acoustical sealing of penetrations at any STC rated walls. Seal both sides of all wall penetrations. Fire Safe and seal any extra unused sleeves.



29. Contractor shall make final adjustments to all systems included in this scope of work as may be required to the satisfaction of the Construction Manager and the Owner prior to final acceptance and project closeout.
30. Contractor shall provide training to Owner's representative(s) of all the systems included in this scope of work.

General Items:

31. Include separate mobilizations / demobilizations as required by the Project Schedule.
32. Contractor is responsible for field verification of all dimensions and actual conditions as may be necessary prior to fabrication and installation of materials/equipment. Contractor shall be responsible for verifying in-place construction and primary supports.
33. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
34. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
35. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate. Comply with LCS cleaning requirements.
36. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Subcontractor's unpreparedness, will be paid by this Subcontractor.
37. It is mutually understood and agreed that this subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the LCS designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.

Exclusions:

38. Electrical work not associated with or related to the Theater Rigging, Curtains and Tracks, Production Lighting Control and Equipment and Performance Audio Systems.



Bid Package 2.2 – Signage

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Applicable Specifications and Scope of Work.

Scope Package 2.2 Base Bid: \$ _____

Written out: \$ _____

Scope Package 2.2 Alternate #1 (ADD): \$ _____

Written out: \$ _____

Contact Name: _____

Title: _____

Address: _____

**Federal Employers
Identification Number:** _____

Phone/Mobile Phone: _____

Email: _____

Signature: _____

UNIT PRICING: NONE

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Blank spaces on this form shall be fully filled out, numbers stated both in writing and figures, signatures signed in longhand, and form completed without interlineation, alteration and erasure.

Acknowledge all scope of work items listed under APPLICABLE SPECIFICATIONS & SCOPE OF WORK

Addenda Included

CM Clarifications Included

SCHEDULE/EXPEDITING/SUBMITTALS
LCS Construction Schedule is attached. Verify Bidder and supplier(s) are able to meet required installation dates.



No obligation shall be incurred by the Owner or Lowry Construction Services, Inc. to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Lowry Construction Services, Inc. and the Bidder.

APPLICABLE SPECIFICATIONS:

DIVISION 00 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
DIVISION 02 – Existing Conditions	As Applicable
Section 024100 – Demolition	As Applicable
DIVISION 04 – Masonry	As Applicable
DIVISION 05 – Metals	As Applicable
Section 055000 – Metal Fabrications	As Applicable
DIVISION 06 – Wood, Plastics, and Composites	As Applicable
Section 061000 – Rough Carpentry	As Applicable
DIVISION 07 – Thermal and Moisture Protection	As Applicable
DIVISION 08 – Openings	As Applicable
DIVISION 09 – Finishes	As Applicable
DIVISION 10 – Specialties	Complete
Section 101430 – Outdoor Signage	Complete
DIVISION 11 – Equipment	As Applicable
DIVISION 12 – Furnishings	As Applicable
DIVISION 23 – Heating, Ventilating, and Air-Conditioning (HVAC)	As Applicable
DIVISION 26 – Electrical	As Applicable
Section 260500 – Common Work Results for Electrical	As Applicable
Section 260519 – Conductors and Cables	As Applicable
Section 260533 – Raceway and Boxes	As Applicable
Section 260553 – Electrical Identification	As Applicable
Section 260961 – Production Lighting Control and Equipment	As Applicable
Section 262726 – Wiring Devices	As Applicable
Section 265100 – LED Interior Lighting	As Applicable
Section 265800 – Fire Alarm Electrical Requirements	As Applicable
DIVISION 27 – Communications	As Applicable
Section 274100 – Performance Audio Systems	As Applicable
DIVISION 28 – Electronic Safety and Security	As Applicable
Section 283111 – Digital, Addressable Fire-Alarm System	As Applicable
Legends, Notes and Schedules per Plans and Specifications	As Applicable

Definition of Terms

Contractor and/or Subcontractor shall mean Scope Package Bidder and/or Bidder.
Construction Manager (CM) and/or LCS shall mean Lowry Construction Services, Inc.
Owner shall mean The City of Tulsa.
Architect shall mean Beck Design.

LCS Clarifications:

ADDENDA:

SCOPE OF WORK:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the **Demolition and Outdoor Signage Work for the Tulsa Performing Arts Center Project No. SP 23-2**, Tulsa, Oklahoma in accordance with the Contract Documents. It is further understood and agreed that this Subcontract also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s) or shown on the plans. This scope listing is to be used as a guideline and should not be considered as an all-inclusive list of items required to provide a complete scope of work under this proposal. Drawing and detail references are provided for reference only and are not to be considered as all-inclusive of Contract Documents for the particular items referenced. **(Please note: The word “provide” when used herein shall mean prepare for, furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other appurtenances necessary to complete the Work.)**



1. Provide all outdoor signage and/or display systems for complete, operable, and code compliant systems.
2. Provide all electrical system requirements related to the signage and/or display systems per contract documents.
3. All references to "Contractor" shall be changed to Bidder and/or "Signage Contractor".
4. Provide all required local, State and Federal trade permits and pay required fees as required for the performance of this Subcontractor's work.
5. Disconnect and make safe all required signage systems for demolition work. Coordinate with general, demolition, architectural, and electrical drawings.
6. Provide all material and perform all work required to complete the installation of outdoor signage Systems. Include hardware, accessories, mounting devices, fasteners, wiring and related items for the complete installation of the audio/visual systems in strict accordance with the contract documents and manufacturer's requirements. Furnish, delivery to project site, receive and install all systems in accordance with the contract documents at locations indicated where required.
7. Remove any existing signage and/or displays and equipment shown to be demolished and dispose or turn over to Owner as directed by Construction Manager.
8. Finishes and colors shall be as specified in the Contract Documents.
9. Products shall be as specified in the Contract Documents.
10. Provide all required backing and blocking for attachment of all electrical components as required.
11. Provide all miscellaneous metal and steel items for support of Signage items of work including but not limited to hangers, protective appurtenances, platforms, plates, sleeves, embedded items, unistrut, steel angle or channel, bolts, rods and straps. Provide all pads and/or supports.
12. Provide all warranties including all extended and special warranties as specified including extended warranties for permanent electrical equipment used for temporary Electrical and other services.
13. Provide all factory/manufacturer testing, field testing, inspections, and reports thereof, as specified.
14. Provide all taping, flashings, etc. protection, etc. as required around perimeter of electrical rough-in components for air, moisture, weather, acoustical, fire resistance, etc., as required.
15. Contractor shall make final adjustments to all systems included in this scope of work as may be required to the satisfaction of the Construction Manager and the Owner prior to final acceptance and project closeout.
16. Contractor shall provide training to Owner's representative(s) of all the systems included in this scope of work.

General Items:

17. Include separate mobilizations / demobilizations as required by the Project Schedule.
18. Contractor is responsible for field verification of all dimensions and actual conditions as may be necessary prior to fabrication and installation of materials/equipment. Contractor shall be responsible for verifying in-place construction and primary supports.
19. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
20. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
21. No waste materials or debris shall be allowed to accumulate. Comply with LCS cleaning requirements.
22. It is mutually understood and agreed that this subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the LCS designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.



Bid Package 2.3 – Mechanical

Submitted by (Company Name per W-9 Form): _____

Provide the following *Lump Sum Proposal* as requested in accordance with all scope items listed in Applicable Specifications and Scope of Work.

Scope Package 2.3 Base Bid: \$ _____

Written out: \$ _____

Contact Name: _____

Title: _____

Address: _____

Federal Employers Identification Number: _____

Phone/Mobile Phone: _____

Email: _____

Signature: _____

UNIT PRICING: NONE

By acknowledging items below, bidder certifies acceptance of these documents and that all associated costs have been included in the proposal amount. Blank spaces on this form shall be fully filled out, numbers stated both in writing and figures, signatures signed in longhand, and form completed without interlineation, alteration and erasure.

Acknowledge all scope of work items listed under APPLICABLE SPECIFICATIONS & SCOPE OF WORK

Initial:

Addenda Included

#s:

CM Clarifications Included

#s:

SCHEDULE/EXPEDITING/SUBMITTALS

LCS Construction Schedule is attached. Verify Bidder and supplier(s) are able to meet required installation dates.

Initial:

No obligation shall be incurred by the Owner or Lowry Construction Services, Inc. to any Bidder by reason of the issuance of these written instructions, by any notification relating to this bid, or by any act other than the execution of a written Subcontract Agreement between Lowry Construction Services, Inc. and the Bidder.



APPLICABLE SPECIFICATIONS:

DIVISION 00 – Procurement and Contracting Requirements	Complete
DIVISION 01 – General Requirements	Complete
DIVISION 02 – Existing Conditions	As Applicable
Section 024100 – Demolition	As Applicable
DIVISION 04 – Masonry	As Applicable
DIVISION 05 – Metals	As Applicable
DIVISION 06 – Wood, Plastics, and Composites	As Applicable
DIVISION 07 – Thermal and Moisture Protection	As Applicable
DIVISION 08 – Openings	As Applicable
DIVISION 09 – Finishes	As Applicable
DIVISION 11 – Equipment	As Applicable
DIVISION 12 – Furnishings	As Applicable
DIVISION 22 – Plumbing	As Applicable
DIVISION 23 – Heating, Ventilating, and Air-Conditioning (HVAC)	Complete
Section 230517 – Sleeves and Sleeve Seals for HVAC Piping	Complete
Section 230518 – Escutcheons for HVAC Piping	Complete
Section 230519 – Meters and Gauges for HVAC Piping	Complete
Section 230523 – General-Duty Valves for HVAC Piping	Complete
Section 230529 – Hangers and Supports for HVAC Piping and Equipment	Complete
Section 230553 – Identification for HVAC Piping and Equipment	Complete
Section 230593 – Testing, Adjusting, and Balancing for HVAC	Complete
Section 230719 – HVAC Piping Insulation	Complete
Section 230913 – Instrumentation and Control for HVAC	Complete
Section 232113 – Hydronic Piping	Complete
Section 232116 – Hydronic Piping Specialties	Complete
DIVISION 26 – Electrical	As Applicable
DIVISION 27 – Communications	As Applicable
DIVISION 28 – Electronic Safety and Security	As Applicable

Legends, Notes and Schedules per Plans and Specifications As Applicable

Definition of Terms

Contractor, Subcontractor, and/or Mechanical Contractor shall mean Scope Package Bidder and/or Bidder.
 Construction Manager (CM) and/or LCS shall mean Lowry Construction Services, Inc.
 Owner shall mean The City of Tulsa.
 Architect shall mean Beck Design.

LCS Clarifications:

ADDENDA:

SCOPE OF WORK:

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the **Demolition and Heating, Ventilating, and Air-Conditioning Work for the Tulsa Performing Arts Center Project No. 23-2**, Tulsa, Oklahoma in accordance with the Contract Documents. It is further understood and agreed that this Subcontract also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s) or shown on the plans. This scope listing is to be used as a guideline and should not be considered as an all-inclusive list of items required to provide a complete scope of work under this proposal. Drawing and detail references are provided for reference only and are not to be considered as all-inclusive of Contract Documents for the particular items referenced. **(Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other appurtenances necessary to complete the Work.)**

1. Furnish and install a complete, fully operational, and tested mechanical, HVAC, and controls system in accordance with the contract documents. It is the intent and meaning of this bid package that this contractor is to provide HVAC installation complete in accordance with the contract documents, and that all items, apparatuses necessary, reasonably incidental, or customarily included, even though each and every item is not specifically called out or shown are included. All piping and valves will be provided by this contractor to the



- extent indicated on Mechanical drawings.
2. Coordinate with Electrical contractor for valves, BAS, and fire alarm if necessary.
 3. Provide all low voltage related to HVAC per contract documents.
 4. Remove and replace grilles and diffusers as required.
 5. Provide all required local, State and Federal trade permits and pay required fees as required for the performance of this Subcontractor's work.
 6. Perform all demolition as required to provide a complete HVAC system. Coordinate with demolition drawings.
 7. Include all mechanical demolition as indicated for this scope of work. Removal shall be back to the source if possible.
 8. Salvage and Reinstall all fixtures, devices, and equipment as required and/or indicated.
 9. Furnish and install new building automation system, including control components and complete control-wiring system in accordance with the contract documents. Include conduit and boxes.
 10. Remove any existing fixtures and equipment shown to be salvaged and turn over to Owner as directed by Construction Manager.
 11. Furnish and install the HVAC and/or hydronic piping systems' insulation as required by the contract documents of by the authorities having jurisdiction.
 12. Provide all required backing and blocking for attachment of all mechanical components as required.
 13. Provide all warranties including all extended and special warranties as specified including extended warranties for permanent mechanical equipment.
 14. Provide all factory/manufacture testing, field testing, inspections, and reports thereof, as specified.
 15. Furnish all required mechanical systems testing, adjusting, and balancing work certified in accordance with the contract documents.
 16. Provide instructional training to Owner's representatives of the mechanical system operation and maintenance.
 17. Furnish documentation on all chemical treatments.
 18. Furnish and install all signage, valve schedules and/or pipe identification as specified or as required by the authorities having jurisdiction.
 19. Furnish and install all required miscellaneous metal supports, stands, hangers, trapeze hangers, etc. required to complete the work of this bid package, which are not necessarily shown or sized on the mechanical drawings.

General Items:

20. Include separate mobilizations / demobilizations as required by the Project Schedule.
21. Subcontractor will assist LCS with providing material quantities and cost breakdowns as required for the Owner's and LCS's budget requirements.
22. Contractor shall provide a complete installation that complies with all applicable codes, ordinances and satisfying all Authorities Having Jurisdiction.
23. Subcontractor is required to comply with requirements to control Dust and Airborne Contaminants. No waste materials or debris shall be allowed to accumulate. Comply with LCS cleaning requirements.
24. Provide coordination, assistance, and necessary access for the Owner's furnished Testing Laboratory, including notification, obtaining samples and data gathering as required for scope of work. Costs for retesting due to failed tests and/or for Subcontractor's unpreparedness, will be paid by this Subcontractor.
25. It is mutually understood and agreed that this Subcontractor will coordinate all of the scheduled deliveries of these items being furnished by others with the LCS designated representative. This includes the on or off site storage, staging, inventory control, and shipping to the site. All damages or shortages are to be reported within 24 hours of delivery.