

PROJECT MANUAL

Surgery Center of Lee's Summit

1950 SE Shenandoah Drive
Lee's Summit, MO 64063

VOLUME 1 OF 4 (DIVISIONS 00 thru 01)

ACI / Boland, Inc.
Architects & Planners

BHC
Consulting Civil Engineers

Bob D. Campbell & Company
Consulting Structural Engineers

Branch Pattern
Consulting MEP Engineer

J.E. Dunn Construction Company
Construction Manager

Project No. 3-22030

February 8, 2023



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Surgery Center of Lee's Summit
Lee's Summit, Missouri

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**SECTION 00 01 04
DISCLAIMER - ARCHITECT**

I hereby state that all documents intended to be authenticated by my seal are limited to:

PROJECT MANUAL:

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05 43 00	05 51 33	DIV 06	DIV 07	DIV 08	DIV 09
DIV 10	DIV 12	31 31 16	32 31 19	32 33 13	

NOTE: Divisions listed include all sections listed in the Table of Contents for that Division.

GENERAL DRAWINGS:

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CORE & SHELL DRAWINGS:

A1.0	A2.1	A2.2	A2.3	A2.4	A3.1	A4.1	A5.1
A5.2	A6.1	A6.2	A6.3	A6.4	A6.5	A6.6	

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TI-A4.1	TI-A4.2	TI-A4.3	TI-A7.1	TI-A7.2	TI-A7.3	TI-A7.4	TI-A7.5
TI-A7.6	TI-A7.7	TI-A7.8					

I hereby disclaim any responsibility for all other specifications, estimates, reports, or other documents or instruments related to or intended to be used for any part or parts of this architectural project.

SEAL:

Name: Samuel Beckman
State / Registration No.: Missouri #A-2011012130
Discipline: Architecture
Title: Principal Architect
Company: ACI / Boland, Inc.



END OF DOCUMENT

**SECTION 00 01 05
DISCLAIMER - CIVIL**

I hereby state that all documents intended to be authenticated by my seal are limited to:

PROJECT MANUAL:

311000	312000	321216	321313	334100

NOTE: Divisions listed include all sections listed in the Table of Contents for that Division.

DRAWINGS:

C1.0	C2.0	C2.1	C3.0	C3.1	C3.2
C4.0	C4.1	C4.2	C5.0	C6.0	C6.1
C6.2	C7.0	C7.1	C7.2	C7.3	C7.4

I hereby disclaim any responsibility for all other specifications, estimates, reports or other documents or instruments related to or intended to be used for any part or parts of this architectural project.

SEAL:



Date: December 30, 2022

Name: Eric Byrd

State / Registration No.: Missouri / #PE-2018013633

Discipline: Civil Engineering

Title: Senior Project Engineer

Company: BHC

END OF DOCUMENT

SECTION 00 01 06
DISCLAIMER - STRUCTURAL

I hereby state that all documents intended to be authenticated by my seal are limited to:

PROJECT MANUAL:

03 30 00	05 12 00	05 21 00	05 31 00	05 40 00
05 50 00				

NOTE: Divisions listed include all sections listed in the Table of Contents for that Division.

DRAWINGS:

S0.1	S1.0	S2.0	S2.1	S2.2	S3.0
S4.0	S4.1	S4.2	S4.3	S4.4	

I hereby disclaim any responsibility for all other specifications, estimates, reports, or other documents or instruments related to or intended to be used for any part, or parts, of this architectural project.

SEAL:



Date: February 8, 2023

Name: Jeffrey L. Wright

State / Registration No.: Missouri / PE-2005026803

Discipline: Structural Engineering

Title: Principal

Company: Bob D. Campbell & Company

END OF DOCUMENT

SECTION 00 01 07
DISCLAIMER - MECHANICAL

I hereby state that all documents intended to be authenticated by my seal are limited to:

PROJECT MANUAL:

DIV 23				
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26 05 23	23 05 29	23 05 33	23 05 48	23 05 53
23 05 93	23 07 13	23 07 16	23 07 19	23 08 00
23 09 13	23 09 23	23 09 33	23 11 23	23 21 13
23 22 13	23 22 14	23 23 00	23 25 00	23 31 00
23 33 00	23 34 16	23 34 33	23 36 00	23 37 00
23 40 00	23 51 00	23 52 16	23 62 13	23 64 23
23 73 13	23 81 26.13	23 84 15		

NOTE: Divisions listed include all sections listed in the Table of Contents for that Division.

DRAWINGS:

M0.1	M1.1	M1.1A	M1.1B	M1.1C	M1.2
M2.1A	M2.1B	M2.1C	M3.1	M4.1	M4.2
M5.1	M5.2	M5.3	M6.1	M6.2	M6.3
M7.1	M7.2	M7.3			

I hereby disclaim any responsibility for all other specifications, estimates, reports or other documents or instruments related to or intended to be used for any part or parts of this architectural project.



SEAL: _____

Date: 02/07/2023

Name: Ricki Maniktala

State / Registration No.: Missouri / #2005000026

Surgery Center of Lee's Summit
Lee's Summit, Missouri

Project No. 3-22030

Discipline: Mechanical Engineering

Title: Professional Engineer

Company: Branch Pattern

END OF DOCUMENT

**SECTION 00 01 08
DISCLAIMER - ELECTRICAL**

I hereby state that all documents intended to be authenticated by my seal are limited to:

PROJECT MANUAL:

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26 05 33.16	26 05 35	26 05 53	26 05 73	26 05 83
26 09 29	26 21 00	26 22 00	26 24 13	26 24 16
26 27 13	26 27 26	26 28 16.13	26 28 16.16	26 29 13
26 32 13	26 33 53	26 36 00	26 41 13	26 43 00
26 51 00	26 56 00			

NOTE: Divisions listed include all sections listed in the Table of Contents for that Division.

DRAWINGS:

E0.1	E1.0	E1.1	E1.2	E2.1	E3.1
E4.1	E5.1	E6.1	E7.1	E7.2	E7.3
E7.4					

I hereby disclaim any responsibility for all other specifications, estimates, reports or other documents or instruments related to or intended to be used for any part or parts of this architectural project.



SEAL:

Date: 02/07/2023

Name: Abhinav Pandey

State / Registration No.: Missouri / #2018015824

Discipline: Electrical Engineering

Surgery Center of Lee's Summit
Lee's Summit, Missouri

Project No. 3-22030

Title: Professional Engineer

Company: Branch Pattern

END OF DOCUMENT

**SECTION 00 01 09
DISCLAIMER - PLUMBING**

I hereby state that all documents intended to be authenticated by my seal are limited to:

PROJECT MANUAL:

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22 05 29	22 05 53	22 07 19	22 10 05	22 10 06	22 30 00
22 40 00	22 43 00	22 60 06			

NOTE: Divisions listed include all sections listed in the Table of Contents for that Division.

DRAWINGS:

FP0.1	FP1.1	P0.1	P1.0	P1.0A	P1.0B
P1.0C	P1.1	P1.1A	P1.1B	P1.1C	P2.1A
P2.1B	P2.1C	P3.1A	P1.1B	P2.1C	P3.1A
P3.1B	PE.1C	P4.1	P5.1	P5.2	P5.3
P6.1	P6.2	P7.1	P7.2	P7.3	

I hereby disclaim any responsibility for all other specifications, estimates, reports or other documents or instruments related to or intended to be used for any part or parts of this architectural project.



SEAL: _____

Date: 02/07/2023

Name: Ricki Maniktala

State / Registration No.: Missouri / #2005000026

Discipline: Plumbing Engineering

Title: Professional Engineer

Company: Branch Pattern

END OF DOCUMENT

**SECTION 00 45 25
OWNER PREFERRED VENDORS**

PART 1 - GENERAL

1.01 OWNER PREFERRED VENDORS

- A. A copy of the "HCA Healthcare Capital Deployment Preferred Vendor" list is attached after this page.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF DOCUMENT

HCA Healthcare Capital Deployment Preferred Vendors		Last Update: Jan. 2022
Designation	Description	
Sole Source (no substitutions)	This is the only product / manufacturer that can be used. This precludes involvement by	
Multi Source (no substitutions)	There are multiple products / manufacturers that can be used, which are all identified on the	
Preferred vendor	While not a negotiated contract, the manufacturer has preferred status and shall be allowed	
NA	Not applicable to work / scope preformed internally	

Contract Category	Supplier	HPG Contract Nt	Contact Information	HCA Designation
Division 03 - Concrete				
Gypsum Concrete Underlayment	Ardex			Multi source
	Mapei			Multi source
Division 06 - Wood, Plastics and Composites				
Sheathing	USG			Preferred
	Georgia Pacific			Preferred
Division 07 - Thermal and Moisture Protection				
Exterior Insulation and Finish System (EIFS)	Dryvit			Multi source
	Sto		Mike Gracey (Primary) mgracey@stocorp.com Phone: 404-973-9249 Tim Salerno (StoPanel Division) tsalerno@stocorp.com Phone: 407-466-5371	Multi source
Slab-On-Grade Vapor Retarder	Ardex			Multi source
	Concure			Multi source
	Koester			Multi source
	Stauf			Multi source
	WR Grace			Multi source
	Tremco	5768	Casey Chandler cchandler@tremcoinc.com Phone 704-575-7613	Multi source
EPDM	Carlisle - Syntec			Multi source
	Centimark	5781	Wayne Barr wayne.barr@centimark.com Phone: 615-991-9223	Multi source
	Firestone	55355	Matt Traverse traversematt@bfusa.com (615) 937-5152	Multi source
	Genflex			Multi source
	J. Reynolds & Company	5641	Matt Skipper mskipper@jreynolds.com Phone 817-306-9596	Multi source
	Tremco	5768	Casey Chandler cchandler@tremcoinc.com Phone 704-575-7613	Multi source
Thermoplastic Polyolefin (TPO)	Carlisle - Syntec			Multi source
	Centimark	5781	Wayne Barr wayne.barr@centimark.com Phone: 615-991-9223	Multi source
	FiberTite			Multi source
	Firestone	55355	Matt Traverse traversematt@bfusa.com (615) 937-5152	Multi source
	Genflex			Multi source
	J. Reynolds & Company	5641	Matt Skipper mskipper@jreynolds.com Phone 817-306-9596	Multi source
	Sarnafil	18262	Bill Love love.bill@us.sika.com Phone: 586-201-0431	Multi source
	Tremco	5768	Casey Chandler cchandler@tremcoinc.com Phone 704-575-7613	Multi source

Modified Bitumen	Centimark	5781	Wayne Barr wayne.barr@centimark.com Phone: 615-991-9223	Multi source
	Firestone	55355	Matt Traverse traversematt@bfusa.com (615) 937-5152	Multi source
	J. Reynolds & Company	5641	Matt Skipper mskipper@jreynolds.com Phone 817-306-9596	Multi source
	Johns Manville	15419	Eric Smith eric.smith@jm.com 916-230-1536	Multi source
	Siplast			Multi source
	Soprema	12456	Eric Younkin eyounkin@soprema.us 330-334-0066 ext. 2228	Multi source
	Tremco	5768	Casey Chandler cchandler@tremcoinc.com Phone 704-575-7613	Multi source
	WP Hickman			Multi source
Sheet Metal Roofing	Centimark	5781	Wayne Barr wayne.barr@centimark.com Phone: 615-991-9223	Multi source
	J. Reynolds & Company	5641	Matt Skipper mskipper@jreynolds.com Phone 817-306-9596	Multi source
	Tremco	5768	Casey Chandler cchandler@tremcoinc.com Phone 704-575-7613	Multi source
Thermal Insulation	Owens Corning			Preferred
Applied Fireproofing	WR Grace			Multi source
	CAFO			Multi source
	Isolatek			Multi source
Penetrating Firestopping	WR Grace			Multi source
	3M			Multi source
	STI			Multi source
	Hilti			Multi source
	Multiple Manufacturers	148	Mike Harrod WW Grainger, Inc. mike.harrod@grainger.com phone: 502-655-0258	Multi source
Joint Sealants	Sherwin Williams	5893	Patrick Noble patrick.t.noble@sherwin.com Phone 216-515-7925	Multi source
	Koroseal			Multi source
	Tremco	5768	Casey Chandler cchandler@tremcoinc.com Phone 704-575-7613	Multi source
Division 08 - Doors and Windows				
Wood Doors	VT		Jacob Freese VT Doors jfreese@vtindustries.com 712-369-8902	Preferred
Metal Doors and frames	Steelcraft	7702	Gene Jones SSC South / Allegion gene.jones@allegion.com phone: 615-631-8650	Sole Source
	Republic			
Mechanical lock	Schlage	7702	Gene Jones SSC South / Allegion gene.jones@allegion.com phone: 615-631-8650	Sole Source
	Falcon			

Door closers	LCN	7702	Gene Jones SSC South / Allegion gene.jones@allegion.com phone: 615-631-8650	Sole Source
	Falcon			
Exit Devices	Von Duprin	7702	Gene Jones SSC South / Allegion gene.jones@allegion.com phone: 615-631-8650	Sole Source
	Falcon			
Accessories	IVES	7702	Gene Jones SSC South / Allegion gene.jones@allegion.com phone: 615-631-8650	Sole Source
	Glenn-Johnson			
	Falcon			
Sliding Glass ICU/CCU Doors	Besam			Multi source
Automatic Door Operators	Stanley			Multi source
Division 09 - Finishes				
Gypsum Board Assemblies	USG			Preferred
	Georgia Pacific			Preferred
Resilient Flooring	Mannington	5468	Terri Bailey HCA@mannington.com Phone: 615-427-8980	Sole Source
Resinous Flooring				
Carpeting	Shaw	500169	Deborah Smith deborah.smith@shawinc.com 704-249-6758	Multi source
	Tandus	500148	James Bourgeois james.bourgeois@tarkett.com 225-205-4519	Multi source
	Masland	6573	Jeff Taylor jeff.taylor@maslandcontract.com Phone: 404-543-7167	Multi source
	Mannington	5468	Terri Bailey HCA@mannington.com Phone: 615-427-8980	Multi source
Tile	Crossville Ceramics			Multi source
	Daltile Corporation			Multi source
	Louisville Tile (Crossville Ceramics)			Multi source
	Royal Mosa			Multi source
	Stonepeak Ceramics, Inc.			Multi source
Base	Mannington	5468	Terri Bailey HCA@mannington.com Phone: 615-427-8980	Sole Source
Paint and coatings	Sherwin Williams	5893	Patrick Noble patrick.t.noble@sherwin.com Phone 216-515-7925	Multi source
Wallcovering	Eykon			Multi source
	DesignTex Inc. (includes J.M. Lynne and Essex)		Available through contract furniture dealers	Multi source
	Koroseal Interior Products			Multi source
	MDC Wallcoverings		Available through contract furniture dealers	Multi source
	National Wallcovering		Available through contract furniture dealers	Multi source
	Maharam		Available through contract furniture dealers	Multi source
	Sherwin Williams	5893	Patrick Noble patrick.t.noble@sherwin.com Phone 216-515-7925	Multi source

Wall Protection	InPro Corporation	44661	Julie Mooney 679-9010 ext. 5254 jmooney@inpro.com	262- Sole Source
Solid Surface	Avonite			Multi source
	Corian			Multi source
	Formica			Multi source
	Wilsonart International, Inc.			Multi source
Acoustic Ceilings	Armstrong World Industries	6924	Anna Justice HCA@armstrong.com Phone: 717-396-4325	Sole source
Plastic Laminate	Formica			Multi source
	Panola Industries - Nevamar			Multi source
	Panola Industries – Pionite			Multi source
	Wilsonart International, Inc.			Multi source
Division 10 - Specialties				
Marker Boards	Claridge		Matt Green Matt@chameleonwhiteboard.co m	Multi source
	Eagan Visual		Available through contract furniture dealers	Multi source
	G&T Industries			Multi source
	Staples Advantage	2532	Deb Mailmstrom deb.malmstrom@staples.com Phone: 770-532-8033	Multi source
	Peter Pepper		Available through contract furniture dealers	Multi source
Solid Surface Shower System	InPro Corporation	44661	Mike O'Connell Inpro Corporation moconnell@inprocorp.com Phone: 608-640-8196	Sole Source
Lockers	Quantum Medical	5522	Elizabeth Faller elizabethf@quantumstorage.com 15800 NW 15th Ave Miami, FL 33169	Multi source
	Storage Systems	500166	Bill Kreager bkreager@storagesystems.com Phone: 888-614-0004	Multi source
Division 11 - Equipment				
Food Service Equipment	Inman Foodservices Group	7227	Billy Inman billy.inman@inman-inc.com 3807 Charlotte Ave, Nashville TN 37209 Phone: 615-812-6500	Multi source
Division 12 - Furnishings				
Ice Machines	Follett Corporation	5000041	Gary Gutman ggutman@follettice.com 800-523-9361	Multi source
Audio-Visual Equipment (TVs, Accessories)	Grainger	4077	Todd Dietrich todd.dierich@grainger.com 314-368-8659	Multi source
	Remar	3248	Kevin Kolff kkolff@remarinc.com 615-449-0231	Multi source
	Telehealth	500045	Darrell Leftwich darrell.leftwich@telehealth.com 615-383-7836	Multi source
Division 13 - Special Construction				
Division 14 - Conveying Systems				
Elevators	Schindler	7257	Daniel Winder daniel.winder@schindler.com 972-358-5063	Multi source

	Otis	4229	Ernie Dominguez Ernie.Dominguez@otis.com 512-567-7840	Multi source
	Kone	6008	Dean Enrico dean.enrico@kone.com 770-527-1163	Multi source
Pneumatic Tube System	Pevco	31267	James Valerino 961-3050 jvalerino@pevco.com	410-Preferred
	Swisslog			Preferred
Division 21 - Fire Suppression & Detection				
Division 22 - Plumbing				
Domestic Water Piping and Valves	Mueller			
	Borzan			
	Dura-Line			
	Uponor			
	Nibco	5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Sole Source
	Milwaukee			
	B-Line			
	FNW			
	Conbraco			
	Anvil			
	Ipsco			
	Victaulic			
Domestic Water Backflow Preventers, Trap Primers, and Shock Absorbers	Zurn/Wilkins			
	Proflo	5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Sole Source
	PPP			
	Sioux Chief			
	Watts			
Domestic Water Pumps	Taco			Multi source
	Systecon			Multi source
	Bell & Gossett			Multi source
	SyncroFlo			Multi source
	Canariis			Multi source
	Grundfos			Multi source
Domestic Waste Piping and Drains	Charlotte			
	Tyler Pipe	5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Sole Source
	ABI			
	Ideal			
	Proflo			
	Zurn			
Mechanical Piping	Ipsco			
	Borzan			
	Aquatherm	5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Sole Source
	Weldbend			
	Milwaukee			
	Nordstrom			
	B-Line			
	FNW			
	Nibco			
	Anvil			

General Service Compressed Air Piping and Valves	Beacon Medeas			Multi source
	Allied Health			Multi source
	Amico			Multi source
	Powrex			Multi source
Commercial Domestic Water Softeners	Culligan			Multi source
	Anderson Chemical			Multi source
	Bruner			Multi source
	Hydromax			Multi source
	Stay-rite			Multi source
	Marlo			Multi source
	Garratt-Callahan Company	3968	John Reseland ireseland@g-c.com 412-721-5292	Multi source
	Wigan			Multi source
	Nalco	3923	Lawrence Gess lgess@nalco.com 630-305-1658	Multi source
Commercial Storage Electric Domestic Water Heaters	Hesco			Multi source
	Ruud			Multi source
	State			Multi source
	Bradford White			Multi source
	AO Smith			Multi source
	PVI			Multi source
Commercial, Atmospheric, Gas Domestic Water Heaters	Lochinvar			Multi source
	Aerco			Multi source
	Hesco			Multi source
	Bradford White			Multi source
	Patterson Kelly			Multi source
	Teledyne Laars			Multi source
	PVI			Multi source
	AO Smith			Multi source
Commercial, Power-Vent, Gas Domestic Water Heaters	Aerco			Multi source
	Hesco			Multi source
	Patterson Kelly			Multi source
	Armstrong			Multi source
Plumbing Fixtures and Drinking Fountains	Symmons	5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Sole Source
	Zurn			
	Elkay			
Medical Gas Piping System	Elkhart	5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Sole Source
	Mueller			
	Nibco			
Deionized Water Piping		5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Sole Source
	Enfield			
Division 23 - Heating, Ventilation and Air Conditioning (HVAC)	Electric Motors			
	MagneTek			Multi source
	Lincoln			Multi source
	Marathon			Multi source
	Gould			Multi source
	Toshiba			Multi source
	Baldor			Multi source

	Reliance			Multi source
	US Motors			Multi source
	General Electric			Multi source
Vibration Isolation	Mason Industries			Multi source
	kinetics Noise			Multi source
	Vibration Eliminator			Multi source
	Korfund			Multi source
	Amber Booth			Multi source
Building Automation System	Johnson Controls	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Multi source
	Siemens	3574	Ed Tambornino ed.tambornino@siemens.com Phone: 615-329-2601	Multi source
	Schneider Electric		Jeffrey Eggleston jeff.eggleston@schneider-electric.com 469-995-1092	Multi source
Fuel Oil Storage and Handling System	Xerexes			Multi source
	Owens Corning			Multi source
Fuel Oil Leak Detection and Alarm System	Enterprise Brass			Multi source
	Veeder-Root			Multi source
	Pollulert			Multi source
	PetroVend			Multi source
HVAC Pumps	Peerless			Multi source
	Armstrong			Multi source
	Bell & Gossett	5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Multi source
	Aurora			Multi source
	Paco			Multi source
	Taco			Multi source
	Grundfos			Multi source
	Weinman			Multi source
Steam and Condensate Heating Piping	Ipsco			
	Borzan			
	Aquatherm			
	B-Line	5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Sole Source
	FNW			
	Milwaukee			
	Weiss			
	Sarco			
	Weldbend			
	Nibco			
	Anvil			
Sound Alternators	McGill			Multi source
	IAC			Multi source
	Vibro-Acoustics			Multi source
Variable Air Volume (VAV) units	Johnson Controls	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Multi source
	Siemens	3574	Ed Tambornino ed.tambornino@siemens.com Phone: 615-329-2601	Multi source
Air Filters	American Air Filter			Multi source
	CamFil	6688	David Blackwell 806-773-8408 Dave.Blackwell@camfil.com	Multi source
	TriDim	6686	Tabatha Henshaw 540-967-5789	Multi source

	Kock	No longer contracted	Regina McAnaly reginam@kochfilter.com 502-634-6204	Multi source
	Clarcor	6718	Chuck Lehman clehman@clcair.com 502-810-5764	Multi source
Prefabricated Gas Vent System	American Metal Products			Multi source
	Metal-fab			Multi source
	Selkirk			Multi source
	Metalbestos			Multi source
Fire Tube Boilers	Burnham			Multi source
	Cleaver Brooks			Multi source
	Superior Boiler			Multi source
	Industrial Combustion			Multi source
	Lochinvar			Multi source
	Bryan			Multi source
	Aerco			Multi source
	Hurst			Multi source
	Weil-McLane	5999	Bettina Dawson Ferguson Enterprises bettina.dawson@ferguson.com Phone: 615-316-1920	Multi source
Deaerator	Cleaver Brooks			Multi source
	Chicago Heater			Multi source
	Crane Cochrane			Multi source
	Industrial Steam			Multi source
Air-Cooled Condensing Units	Carrier	6741		Multi source
	Trane	3572	Brian Bolin brian.bolin@Trane.com Phone: 615-584-9391	Multi source
	McQuay	3574	Mark Kearschner mark.kearschner@daikinmcquay. com Phone: 704-340-1520	Multi source
	York/JCI	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Multi source
Centrifugal Water Chiller	York/JCI	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Sole source
Packaged Air Cooled Chiller	York/JCI	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Sole source
Packaged Air Cooled Chiller for MRI	Filtrine			Multi source
	KKT			Multi source
	Kraus			Multi source
	Neslab			Multi source
Cooling Tower	Baltimore Air Coil			Multi source
	Evapco			Multi source
	Marley			Multi source
Air-Handling Unit - Medium Or Low Pressure	York/JCI	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Sole source
Rooftop Air Handling Unit	York/JCI	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Sole source
Packaged Rooftop Unit	York/JCI	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Sole source
Computer Room Air-Conditioning Unit	Liebert			Multi source
	Airedale			Multi source
	HiRoss			Multi source
	DataAire			Multi source
	Compu-Aire			Multi source

	Schneider			Multi source
	Stultz			Multi source
Split System A/C Units	Carrier	6741	Justin Leslie 318-5139	352- Multi source
	York/JCI	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Multi source
	McQuay	3574	Mark Kearschner mark.kearschner@daikinmcquay.com Phone: 704-340-1520	Multi source
	Trane	3572	Brian Bolin brian.bolin@Trane.com Phone: 615-584-9391	Multi source
Duct Heaters	Carrier	6741	Justin Leslie 318-5139	352- Multi source
	McQuay	3574	Mark Kearschner mark.kearschner@daikinmcquay.com Phone: 704-340-1520	Multi source
	Trane	3572	Brian Bolin brian.bolin@Trane.com Phone: 615-584-9391	Multi source
	York/JCI	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Multi source
Humidifiers	Armstrong			Multi source
	Hermidifier			Multi source
	Dristream			Multi source
	Pure Stream			Multi source
	Nortec			Multi source
Division 26 - Electrical				
Pad-Mounted Transformers	Square D	5892	Graybar – Nashville Jess Hoover, Charlie Shannon HCA@graybar.com 239-494-2088, 615-743-3226	Multi source
	Cutler-Hammer / Westinghouse	6448	Consolidated Electrical Distributors (CED) Lance Smith HCA@ced-nashville.com 615-329-2601	Multi source
Generator Synchronizing Switchgear	ASCO	7228	Perry Kaiser 966-2131 perry.kaiser@ascopower.com	973- Multi source
	Cummins Crosspoint	6344	Chris Banet HCA@cummins.com Phone: 615-478-2057	Multi source
Circuit Breaker Distribution Switchboards	Culter Hammer	6448	Consolidated Electrical Distributors (CED) Lance Smith HCA@ced-nashville.com 615-329-2601	Multi source
	Square D	5892	Graybar – Nashville Jess Hoover, Charlie Shannon HCA@graybar.com 239-494-2088, 615-743-3226	Multi source
Safety Switches	Culter Hammer			Multi source
	Square D			Multi source
Emergency Standby Engine Generator System	Cummins Crosspoint	6344	Chris Banet HCA@cummins.com Phone: 615-478-2057	Multi source
	Caterpillar	46261	Steve Turner HealthTrust@cat.com Phone: 309-494-5105	Multi source
	Kohler	66551	Keith Kraemer hcasales@nixonpower.com Phone: 615-664-1487	Multi source

	Energy Systems Southeast	3489	Mike Evans HCA@essellc.com Phone: 865-806-9435	Multi source
Surge Protective Devices	Eaton / Cutler Hammer	6448	Consolidated Electrical Distributors (CED) Lance Smith HCA@ced-nashville.com 615-329-2601	Multi source
	Square D	5892	Graybar – Nashville Jess Hoover, Charlie Shannon HCA@graybar.com 239-494-2088, 615-743-3226	Multi source
Modular Headwall Units	BLOX		Amanda Moore amoore@bloxbuilt.com 205-424-3242	Multi source
	Neopod		Michael Miller mmiller@neopodsystems.com 512-987-0097	Multi source
Lighting	Acuity	5892	Graybar – Nashville Jess Hoover, Charlie Shannon HCA@graybar.com 239-494-2088, 615-743-3226	Multi Source
	Cooper Lighting	6448	Consolidated Electrical Distributors (CED) Caitlin James HCA@ced-nashville.com Cell - 901-488-0188	Multi source
Fire & Life Safety Systems	Johnson Control	3273	Kevin Tolbert BE-HCA@jci.com 478-952-8740	Multi source
	Siemens	3574	Ed Tambornino ed.tambornino@siemens.com Phone: 615-329-2601	Multi source
	Edwards			Multi source
Structured Voice and Data Cabling Infrastructure	Accu-Tech	6715	Tim Flannagan 615-430-0813 Tim.Flannagan@accu-tech.com	Multi source
		5892	Graybar – Nashville Jess Hoover, Charlie Shannon HCA@graybar.com 239-494-2088, 615-743-3226	Multi Source
Division 28 - Electronic Safety and Security				
Security System	ADT			Multi source
	Stanley			Multi source
Access Controls	Lenel Systems International, Inc.		Rick Keebler richard.keebler@lenel.com 513-260-1140	Multi source
	Software House / Tyco International		Keg Giles kgiles@tycoint.com 770-595-4719	Multi source
	aptiQ	7702	Gene Jones SSC South / Allegion gene.jones@allegion.com 615-631-8650	Multi source

**SUBSTITUTION
REQUEST FOR CAUSE
(During Construction)**

Project: _____ _____	Substitution Request Number: _____
	From: _____
To: _____ _____	Date: _____
	A/E Project Number: _____
Re: _____	Contract For: _____

Specification Title: _____	Description: _____
Section: _____ Page: _____	Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model: _____

Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 1-4 years old ☐ 5-10 years old ☐ More than 10 years old

☐ Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____	Architect: _____
Address: _____	Owner: _____
_____	Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____

Proposed substitution changes Contract Time: ☐ No ☐ Yes Deduct _____

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

SUBSTITUTION REQUEST FOR CAUSE

(During Construction — Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

A/E's REVIEW AND RECOMMENDATION

- ☐ Approve Substitution - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☐ Approve Substitution as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- ☐ Reject Substitution - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

OWNER'S REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures. Prepare Change Order.
- ☐ Substitution rejected - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E

SECTION 00 63 25
SUBSTITUTION REQUESTS FOR CAUSE (DURING CONSTRUCTION)

PART 1 - GENERAL

1.01 FORM

- A. A copy of the "SUBSTITUTION REQUEST FOR CAUSE" form is attached following this page.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF DOCUMENT

Front End

02/08/2023

Lee's Summit Ambulatory Surgery Center

LS ASC Front End

Owner

*HPIII KANSAS CITY III ASC LLC
1400 N WATER ST
MILWAUKEE, WI 53202*

Architect

*ACI BOLAND INC
1710 WYANDOTTE ST
KANSAS CITY, MO 64108-1217*

Construction Manager

*J.E. Dunn Construction Company
1001 Locust St.
Kansas City, MO 64106
Kerrigan Sheffield*

**SECTION 00 01 10
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00 62 00	Subcontractor and Supplier Partial Waiver and Affidavit (Post Payment)
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00 62 76	Application and Certificate for Payment
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**SECTION 00 11 16
INVITATION TO BID**

[[DATE_OF_INVITATION]]

Re: Lee's Summit Ambulatory Surgery Center
SE Blue Parkway and SE Cumberland Drive, Lee's Summit, MO 64063

Ladies and Gentlemen:

J.E. Dunn Construction Company, hereafter referred as the **Contractor**, has issued bid documents for the project described below and requests your bid proposal on the Scopes of Work identified in this Front End.

The following list highlights information associated with the Project that may be helpful in your bidding process. Bidders should review the Bidding Documents in their entirety for a complete discussion of the items highlighted below.

PROJECT NAME	Lee's Summit Ambulatory Surgery Center
PROJECT DESCRIPTION	19,750 SF single story Ambulatory Surgery Center for HCA including 3 ORs, Procedure Rooms, Central Sterile and Staff Admin Areas.
PRE-BID CONFERENCE	A Pre-bid Conference will be held via TEAMS on Wednesday, February 15th at 1pm for the purpose of answering any questions from prospective Bidders regarding the Scopes of Work on the Project. Attendance is strongly recommended. No other Pre-Bid Conference will be held.
BIDDING DOCUMENTS	Bidding Documents are available to be viewed and/or obtained electronically at www.smartbidnet.com .
BID PROPOSAL	Use the Bid Proposal Form in Section 00 41 23. Note that bids need to be broken out by SITE, SHELL and TI using the Scope Matrix in the Specifications.
BID DUE DATE	Bids will be received until noon on Thursday, February 23rd 2023. Please direct all Bids to the attention of Kerrigan Sheffield. Bids can be submitted by e-mail at kerrigan.sheffield@jedunn.com or via smartbid.net .
LENGTH OF VALIDITY OF BID	All Bids shall be valid for acceptance by the Contractor for a period of Forty-Five (45) calendar days after submission of the Bid(s).
INTERPRETATION AND ADDENDA	Requests for interpretations, clarifications, corrections or changes of the Bidding Documents must be made in writing at least seven (7) calendar days prior to the date for receipt of Bids. No Addenda will be issued later than two (2) business days prior to the date for receipt of Bids except for the limited situations set forth in the Instructions to Bidders.
SUBSTITUTIONS	Substitutions will be allowed as provided in the Instructions to Bidders and pursuant to Division 01.
INSURANCE REQUIREMENTS	Insurance requirements are included in the Subcontract, M&E Contract and/or Controlled Insurance Manual included herein. <u>Subcontractors will not be</u>

allowed on site until they have fully complied with the insurance requirements.

PREVAILING WAGES Prevailing wages are not required on this Project.

MBE/WBE GOALS MBE/WBE goals are not required on this Project. However, it is requested that Bidders actively solicit minority contractors, suppliers and their organizations.

TAXES/EXEMPTIONS This Project is not currently tax exempt.

OTHER SPECIAL REQUIREMENTS There are no other special requirements on this Project.

QUESTIONS All questions regarding this Division 00 should be directed to the Contractor.

Please refer to the Instructions to Bidders for further information. All Bids are to be in strict accordance with the Bidding Documents and all related Bidding Requirements and Subcontract Documents.

BID DOCUMENTS:

Bid Documents are also available for review at the following Plan Rooms: Smartbidnet

Contractor reserves the right to reject any or all bids, waive any irregularities or award the work to someone other than the low Bidder.

We look forward to receiving your Bid(s). If you have any questions or require further assistance, please contact the undersigned.

Sincerely,

Kerrigan Sheffield

J.E. Dunn Construction Company

cc: File

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

Title	Section
General	I
Definitions	II
The Bidding Documents	III
Examination of Bidding Documents and Site	IV
Interpretation and Addenda	V
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Form of Agreement between Contract and Subcontractor	XVIII
Form of Agreement between Contract and Supplier	XIX

I. GENERAL

- A. The Project is being constructed through a design-build delivery method where the work will be subcontracted and coordinated by the Contractor.
- B. Selected Subcontractors and Suppliers have been invited to submit a Lump Sum Bid for the construction of the Work described in the Bidding Documents.
- C. Bidders are required to study carefully and conform to these instructions in order that their Bid(s) be complete, responsive and acceptable.
- D. The Project will be delivered on a fast-track basis with portions of the Project being constructed while other portions of the Project are being finally designed.

II. DEFINITIONS

- A. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Subcontract which modify or interpret the Bidding Documents by addition, deletion, clarification or correction
- B. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents and the Specifications, is accepted by the Owner
- C. The Architect is the architectural firm identified herein which has entered into a contractual

agreement with the Owner to provide certain design services for the Project. The term Architect shall also refer to its sub-consultants.

- D. The Base Bid is the amount stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or deleted for amounts stated in Alternate Bids and Unit Prices.
- E. A Bid is an offer of a Bidder submitted on the prescribed form contained in the Bidding Documents or a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- F. A Bidder is a person or entity who submits a Bid for the labor and material described in the Scope of Work set forth in the Bid Proposal.
- G. Bidding Documents include the Bidding Requirements, the Subcontract Documents and the other documents included or identified in the Project Manual that could impact a Bid.
- H. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders and other sample bidding and other forms contained in the Project Manual and all Addenda describing the bidding process.
- I. Contractor, whether as a General Contractor or Construction Manager at Risk, shall refer to the contractor named in the Invitation to Bid which has entered into an agreement with Owner to provide construction services on the Project.
- J. The Scope of Work is the Work described and identified for a specific aspect of the Project.
- K. The Subcontract Documents consist of the form of Agreement between the Owner and Contractor ("Prime Contract"), form of Agreement between Contractor and Subcontractor ("Subcontract") or Material & Equipment Contract form ("M&E Contract"), General Conditions, Supplementary Conditions, Drawings, Specifications, all Addenda issued prior to execution of the Subcontract and other documents identified in the Subcontract or M&E Contract.
- L. Subcontractor shall refer to the entity that will enter into a contractual agreement with the Contractor to provide labor and material for a particular Scope of Work.
- M. The Successful Bidder is the responsible Bidder who submits the lowest and best Bid responsive to the Bidding Requirements and to whom the Contractor, on the basis of the Contractor's evaluation, will make an award of Subcontract.
- N. Supplier shall refer to the entity that will enter into a contractual agreement with the Contractor to supply material and/or equipment for the Project.
- O. A Unit Price is an amount stated in the Bid as a price per unit of measurement for material, equipment or labor as described in the Bidding Documents.
- P. The Work means the construction and services required by the Subcontract Documents including all labor, material, equipment and services provided or to be provided by the Subcontractor to fulfill the Subcontractor's obligation under the Subcontract Documents.
- Q. The word furnish when used means furnish completely, including all work and associated costs for: materials, shop drawings, transportation, insurance, field measurements, expediting, shipping, handling, packaging, storage, touch up materials, owners manuals, training, and any other accessories required for a complete installation. Shipping methods and delivery dates for furnished items shall be coordinated with the receiver/ installer and shall include all reasonable provisions required for unloading. (Proper container, lift gate if required.)
- R. The word install when used means install completely, including all work and associated costs for: receiving, unloading, unpacking, verification of quantity and condition, inventorying, hoisting, rigging, equipment, lifts, storage, hangers, supports, sleeves, coordination, layout, shop drawings, review of shop drawings by others, field measurements, excavation, backfill,

dewatering, installation, cutting and patching, firestopping, daily clean up, inspections, documentation, protection of own work and work of others, rough-in, testing, as-built drawings, and all other accessories, services and facilities required for a complete installation. Repair or replace items damaged, misplaced, stolen, or otherwise deemed unfit for installation as determined by the Architect after proper inventorying of materials and/or equipment supplied by others.

- S. The word provide when used means furnish and install completely, including all work and associated costs for: furnishing, installing, materials, labor, equipment, layout, tools, and any other temporary or permanent facilities required to complete the work.
- T. Terms of art and other words not specifically defined herein have the same meaning as those used and/or defined in the Subcontract Documents.

III. THE BIDDING DOCUMENTS

- A. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner, the Contractor, nor the Architect shall assume any responsibility for errors, mistakes, misrepresentations or incomplete bids resulting from the use of incomplete sets of Bidding Documents.
- B. In making copies of the Bidding Documents available, the Owner, Architect and Contractor do so only for the purpose of obtaining Bids on the Scopes of Work and do not confer a license or grant permission to use the Bidding Documents for any other purpose.

IV. EXAMINATION OF BIDDING DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder, before submitting a Bid, to:
 - 1. carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Scope of Work for which the Bid is submitted,
 - 2. visit and examine the Project site to become familiar with local conditions that may effect cost, progress, performance or furnishing of the services or Work;
 - 3. consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the services or Work; and
 - 4. notify the Contractor immediately of all conflicts, errors, inconsistencies or ambiguities discovered by Bidder in the Bidding Documents.
- B. Site Information
 - 1. Within the Bidding Documents, there may be reports of explorations and tests of subsurface conditions at or contiguous to the site of the Project ("Geotechnical Reports"). If Geotechnical Reports are not included in the Bidding Documents, they will be made available to Bidders upon request. It is strongly recommended that those who are bidding on a Scope of Work which may be impacted by subsurface conditions obtain and/or review the Geotechnical Reports.
 - 2. The Bidding Documents may identify reports and/or drawings relating to Asbestos, PCB, Petroleum, Hazardous Waste, Radioactive Material or other hazardous materials ("Hazardous Materials"). Copies of these reports and drawings will be made available to Bidders upon request. Provisions relating to responsibilities for such conditions are set forth in the Subcontract Documents.
 - 3. These reports, drawings and other documents referenced in this section are not part of the Subcontract Documents. The Bidder is responsible for any interpretation, extrapolation or conclusion it draws from any technical data or any other data, interpretations, opinions or information contained in such reports or drawings or shown or indicated in other

documents related to subsurface conditions or Hazardous Materials.

- C. Upon reasonable notice, Contractor and/or Owner will provide each Bidder access to the site to conduct such examinations, inspections and studies as each Bidder deems necessary for submission of a Bid.

V. INTERPRETATIONS AND ADDENDA

- A. All questions regarding the meaning or intent of the Bidding Documents are to be directed to the Contractor who will forward such questions to the Architect, if needed.
- B. Bidders shall promptly notify the Contractor of any ambiguity, inconsistency or error which they discover upon examination of the Bidding Documents, the Project site and the local conditions.
- C. Bidders requiring interpretation, clarification, correction or change of the Bidding Documents shall make a written request which must reach the Contractor within the time set forth in the Invitation to Bid.
- D. Requests received less than the time set forth in the Invitation to Bid **may** not be answered.
- E. Interpretations, clarifications, corrections and changes to the Bidding Documents considered necessary by the Contractor or Architect in response to such questions or otherwise will be made by Addenda.
- F. No Addenda will be issued later than the time set forth in the Invitation to Bid except for an Addendum withdrawing the request for Bids or postponing the date for receipt of Bids.
- G. Reasonable efforts will be made to fax or deliver notifications of Addenda to all who are known to have received a complete set of Bidding Documents.
- H. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- I. It is the responsibility of each Bidder to ascertain and confirm, prior to submitting a Bid, that the Bidder has received all Addenda. Each Bidder shall also acknowledge its receipt of all Addenda in its Bid(s). Owner, Contractor and Architect are not responsible for errors or omissions in Bids from Bidders who have not received all Addenda.
- J. **Only interpretations, clarifications, corrections and changes made by formal written Addenda will be binding. Interpretations, clarifications, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.**
- K. In the case of an ambiguity, inconsistency or error in Bidding Documents not clarified by Addendum, the higher quality, more expensive option and/or greater quantity of Work shall be provided in accordance with the Contractor's interpretation.
- L. Failure of the Bidder to notify the Contractor or Architect of a known ambiguity, inconsistency or error in the Bidding Documents will waive the Bidder's right to seek additional compensation for such ambiguity, inconsistency or error.

VI. SUBSTITUTIONS

- A. Reference in the Specifications to any product, material, equipment, type or form of construction shall establish a minimum standard of quality and shall not be construed as limiting competition.
- B. The products, materials and equipment described in the Bidding Documents establish a standard of required design, spare parts availability, strength, durability, usefulness, serviceability, operating cost, convenience, and for the purpose intended to be met by any proposed substitution.
- C. Reference to standard specifications for basic materials shall not be modified for any substitutions proposed.
- D. No request for substitution will be considered prior to receipt of Bids unless a written request for

approval has been received by the Contractor or Architect within the time set forth in the Invitation to Bid. **Requests for substitution will not be considered when proposed with a Bid.**

- E. Requests for substitutions will only be considered under the following procedures:
 - 1. The request is made under the "*or approved equal*" or the "*or approved substitute*" provisions of the Subcontract Documents.
 - 2. The request is received within the time period set forth in the Invitation to Bid.
 - 3. Each request includes the name of the material, product, equipment or system for which it is to be substituted, correlated to specification section and page; all basic data and characteristics of the proposed substitute so that a direct comparison may readily be made.
 - 4. The request complies completely with the other requirements for substitutions set form in Division 01.
- F. It is the sole responsibility of the Bidder making the request to submit complete descriptive and technical information necessary for the Architect to evaluate the substitution.
- G. The burden of proof of the merit of the proposed substitution is upon the Bidder making the request. **The Architect's decision of approval or disapproval of a proposed substitution shall be final.**
- H. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth by written Addendum. An approval of a request for substitution made in any other manner will not be binding, and Bidders shall not rely upon an approval made in any other manner.
- I. No substitutions will be allowed subsequent to the Subcontract award unless specifically provided for in the Subcontract Documents.

VII. PRE-BID CONFERENCE

- A. A pre-bid conference will be held at the date, time and location stated in the Invitation to Bid.
- B. Representatives of Owner, Architect and Contractor will be present to discuss the Project and answer questions regarding the Bidding Documents and bidding procedure. Bidders are encouraged to attend and participate in the conference.

VIII. TIME AND PLACE TO RECEIVE BIDS

- A. Contractor will receive Bids until the time on the date indicated in the Invitation to Bid or indicated by Addendum. Bids received after this time may not be accepted.
- B. Bids shall be submitted at the place indicated in the Invitation to Bidders or indicated by Addendum. Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids can be submitted by e-mail via the email address provided in the Invitation to Bid.

IX. THE BID

- A. Lump Sum Bids will be received from Bidders for the Scopes of Work identified in the Bidding Documents. Bids shall include all Work defined within the Scope of Work, including but not limited to the relevant Specification Section(s).
- B. Bids are to include all overhead, profit, labor, applicable taxes, insurance, licenses, permits, tools, equipment, materials, services, labor, supervision and incidentals necessary or required for the completion of the Scopes of Work identified in the Bidding Documents.
- C. No Bidder may submit more than one (1) Bid per Scope of Work. Multiple Bids for the same Scope of Work from an individual or entity under the same or different names will not be considered.

X. PRE-QUALIFICATION OF BIDDERS

- A. All Bidders must be qualified to perform the Work described in the Bidding Documents. All

Bidders must demonstrate their ability, experience, technical expertise, efficiency, integrity, reputation, capacity of personnel and financial resources to properly and timely perform the Work described in the Bidding Documents to be considered a responsible Bidder.

- B. **To be qualified to perform the Work described in the Bidding Documents, the Bidder must submit and/or update the necessary information on Contractor's online Subcontractor Management System located at <http://sms.jedunn.com>.**
- C. Only invited Bidders that are qualified may Bid the Project. The Contractor or Owner may reject proposals or Bids from non-invited and/or non-qualified firms. Contact Contractor for information regarding qualifying to Bid the Project.

XI. **BIDDER REPRESENTATIONS**

- A. Each Bidder, by submitting its Bid, represents that:
 - 1. The Bidder has examined, carefully studied and understands the Bidding Documents, including all Addenda and other related information, and its Bid is made in accordance therewith.
 - 2. The Bidder has read and understands the Subcontract Documents to the extent that such documentation relates to the Scope of Work for which its Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - 3. The Bidder has visited the site, familiarized itself with the local conditions under which the Work is to be performed and has correlated its observations with the requirements of the proposed Subcontract Documents.
 - 4. The Bidder is familiar with all federal, state and local Laws and Regulations that may affect cost, progress or performance of the Work.
 - 5. The Bid is based upon materials, equipment and systems required by the Bidding Documents without exception unless otherwise approved.
 - 6. The Bidder will not later request, and will not later expect to receive, additional payment for Work related to conditions which could have been determined by examination of the site and the Bidding Documents.
 - 7. **The Bidder will agree to contract under the Subcontract Documents as provided (including project-specific modifications, if any, made at a later time) without clarification or modification.**
- B. By submitting a Bid, Bidder agrees that any protest, controversy, dispute or claim arising from the Invitation to Bidders, the Bidder's submission of the Bid, the Owner's or Contractor's rejection of any Bid and/or the award of a Subcontract or M&E Contract shall be subject to the same dispute resolution requirements as are set forth in the Subcontract Documents, which are incorporated herein by this reference.

XII. **MODIFICATION AND WITHDRAWAL OF BIDS**

- A. Bid may be modified or withdrawn any time prior to the time for receipt of Bids indicated in the Invitation to Bidders.
- B. **Bids may not be withdrawn, modified or canceled for the period of time set forth in the Invitation to Bid following the time and date for the receipt of Bids.**

XIII. **REJECTION OF BIDS**

- A. The Contractor and/or Owner reserve the right to reject any or all Bids, including, without limitation, the right to reject Bids that are incomplete, irregular, nonconforming, non-responsive, unbalanced or conditional.

XIV. **ACCEPTANCE OF BID (AWARD)**

- A. It is the intent of the Contractor to award a Subcontract or M&E Contract to the lowest,

responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.

- B. In awarding the Subcontract or M&E Contract, the Contractor may take into consideration the Bidder's skill, facilities, capacity, experience, responsibility, previous work record and financial standing; and, the necessity of prompt and efficient completion of work herein described. The inability of any Bidder to meet the requirements mentioned above may be cause for rejection of the Bid.
- C. The Contractor and/or Owner may interview any and all Bidders before the Subcontract or M&E Contract is awarded. The interview will enable the Contractor and Owner to ask the Bidder questions about materials, labor, duration, Scope of Work, the Subcontract Documents or the Bidder's qualifications and abilities.
- D. The Contractor and Owner shall have the right to waive informality or irregularities in a Bid received and to accept the Bid which, in their judgment, is in the Owner's and Contractor's best interest
- E. The Owner and Contractor shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternate(s) accepted.

XV. SCHEDULE

- A. The Bidder agrees that if awarded the Subcontract or M&E Contract it will substantially complete the Work in accordance with the schedule developed by the Contractor. A construction milestone schedule has been included in Section 00 31 13. A detailed project schedule is available at Contractor's office and is available for review by all Bidders.
- B. The Bidder hereby agrees to commence work under the Subcontract or M&E Contract within **seven (7) calendar days** after the date of a "Notice to Proceed", unless otherwise stipulated in that notice.

XVI. SUBCONTRACTOR DEFAULT

A. Performance And Payment Bond

- 1. The Bidder shall indicate the actual cost to furnish bonds covering the faithful performance of this Subcontract and payment of all obligations arising thereunder. Bonds shall be issued by a surety company that is rated "A-" or better by A.M. Best Company. The surety shall have a per bond underwriting limit set forth in the most current United States Treasury Circular 570 List that is greater than or equal to the face value of the bond.
- 2. Bonds (if required) shall be written on forms approved by the Contractor. Bonds shall be written in full amount of the Contract Sum and shall name the Contractor as obligee. The approved bond form is included as Section 00 61 13.

- B. Contractor will only pay for the actual cost of the bond based upon an invoice from the surety.

XVII. INSURANCE

- A. This Project will have a Controlled Insurance Program ("CIP"), as set forth in the Project Insurance Manual. The Project Insurance Manual IS a Contract Document that describes the requirements and procedures of the CIP.
- B. All Bidders shall include in their base bid the cost of providing the insurance required by the Controlled Insurance Manual, but excluding the cost of onsite General Liability coverage.
- C. In addition, all Bidders shall include the cost of complying with the safety requirements contained herein and in the Project Insurance Manual.

XVIII. FORM OF AGREEMENT BETWEEN THE CONTRACTOR AND SUBCONTRACTOR

- A. The Agreement for the Work will be the Subcontract identified in the Bid Documents, as modified

and amended, including all General, Supplemental or Special Conditions ("Subcontract"). See Section 00 52 00.

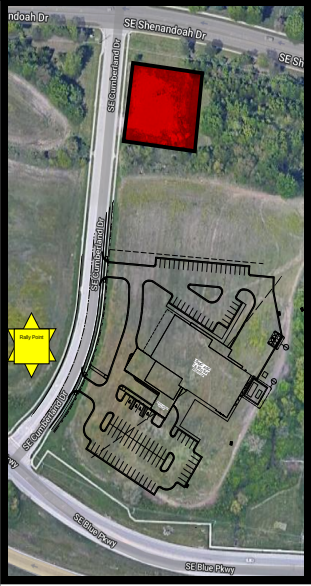
- B. **The Subcontract may be modified from the form included to reflect Project-specific provisions required by the Owner. Otherwise, the Subcontract shall not be changed from the form that is included. The Bidder shall include in its Bid all costs associated with executing the Subcontract as provided in Section 00 52 00.**

XIX. FORM OF AGREEMENT BETWEEN THE CONTRACTOR AND SUPPLIER

- A. The agreement for the providing of material, goods or equipment will be the Material & Equipment Contract, including all General Supplemental or Special Conditions ("M&E Contract"). See Section 00 52 00.
- B. **The M&E Contract may be modified from the form included to reflect Project-specific provisions required by the Owner. Otherwise, the M&E Contract shall not be changed from the form that is included. The Bidder shall include in its Bid all costs associated with executing the M&E Contract as provided in Section 00 52 00.**

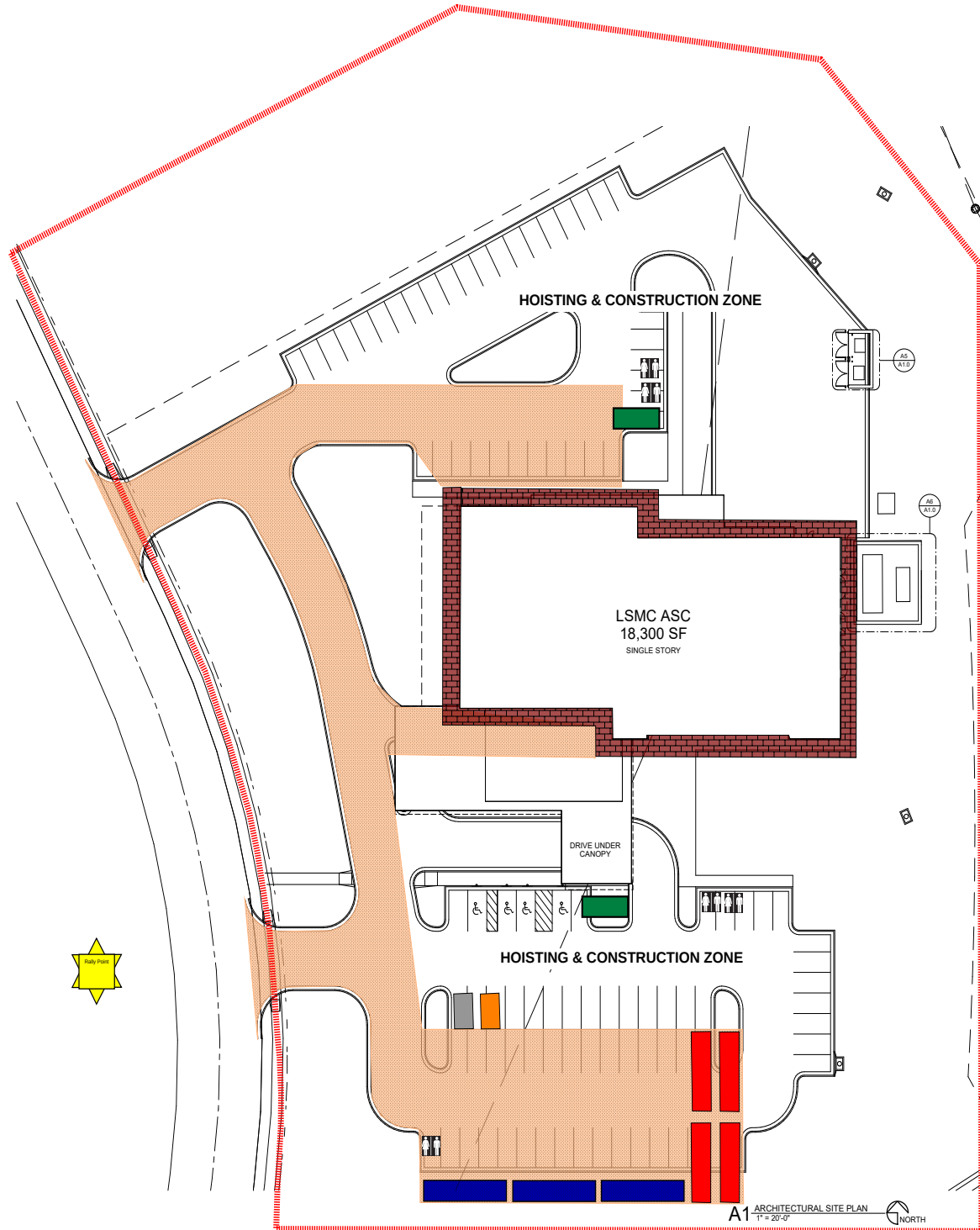
**SECTION 00 30 00
SITE ACCESS PLAN**

Contractor Parking Lot



Construction Legend

- | | |
|---|--------------------|
|  | OFFICE TRAILERS |
|  | LAYDOWN |
|  | MASONRY PATH |
|  | TEMP STONE PATH |
|  | DUMPSTERS |
|  | TOILETS |
|  | CONCRETE WASH OUT |
|  | PROJECT FENCE |
|  | FUEL STORAGE |
|  | STORAGE CONTAINERS |
|  | RALLY POINT |



PRELIMINARY,
NOT FOR
CONSTRUCTION,
RECORDING
PURPOSES, OR
IMPLEMENTATION

A C I
B O L A N D
A R C H I T E C T S

16.763.9600

/Boland, Inc.
 Kansas City | St. Louis
 Missouri's Certificate of Authority Number

IL CONSULTANT

College Blvd. Ste. 400
and Park, KS 66210
63.1900

STRUCTURAL CONSULTANT

D. Campbell & Co.
Bellevue
St. Louis, MO 64111
31.4144

P CONSULTANT

Grand Boulevard
St. Louis, MO 64108
314.8311

Surgery Center of Lee's Summit
1950 SE Shenandoah Drive
Lee's Summit, MO 64063

Project Number	3-2203
Drawn By	Auth
Checked By	Check

Revision		
Number	Date	Description

A1.C

22 ACI/BOLAND, Inc

ARCHITECTURAL SITE PLAN
DETAIL

SECTION 00 31 13
MILESTONE SCHEDULE OF CONSTRUCTION

Bidders recognize that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the schedule of construction for the Project and the Bidders' Work during the progress of construction. Bidders acknowledge that Owner or Contractor cannot guarantee Bidders, if selected, will be able to start the Work on any particular date or continue without interruption once started. Bidders shall include in their Bid all costs associated with this risk.

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2023												2024											
						M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D		
Lee's Summit ASC																													
Summary																													
JED-0060	Design Complete	0	0		08-Feb-23	Design Complete																							
CON-2190	Site Distrubance Permit Received	0	0		03-Mar-23	◆ Site Distrubance Permit Received																							
JED-0020	Contract Award	0	0	13-Mar-23		◆ Contract Award																							
JED-0100	Start Construction	0	0	31-Mar-23		◆ Start Construction																							
SUM-2000	Overall Construction Duration w/ Weather Days (In C	395	395	31-Mar-23	06-May-24	Overall Construction Duration																							
JED-0040	Building Permit Received	0	0		05-Apr-23	◆ Building Permit Received																							
CON-2540	HCA - Engage Service Providers - Phone, Fiber, Etc.	15	15	06-Apr-23	26-Apr-23	HCA - Engage Service Providers - Phone, Fiber, Etc.																							
JED-0200	Structure Complete	0	0		04-Aug-23	◆ Structure Complete																							
JED-0300	Skin Weather Tight	0	0		11-Aug-23	◆ Skin Weather Tight																							
CON-2090	Exterior Mock Up Review - After 1st Elevation	2	2	14-Sep-23	15-Sep-23	Exterior Mock Up Review - After 1st Elevation																							
CON-2100	Interior Mock Up Review	0	0		03-Oct-23	◆ Interior Mock Up Review																							
CON-2000	50% State Inspection	0	0	18-Oct-23		◆ 50% State Inspection																							
CON-2110	HCA - Vendor Low Voltage Installation	0	0		30-Oct-23	◆ HCA - Vendor Low Voltage Installation																							
CON-2150	HCA - In-Wall Inspection	2	2	27-Nov-23	28-Nov-23	HCA - In-Wall Inspection																							
CON-2120	HCA - OFCI Items Required On-Site	0	0	31-Jan-24		◆ HCA - OFCI Items Required On-Site																							
CON-2160	HCA - Overhead Inspection	2	2	05-Feb-24	06-Feb-24	HCA - Overhead Inspection																							
CON-2580	HCA Firestopping Inspection	2	2	05-Feb-24	06-Feb-24	HCA Firestopping Inspection																							
CON-2010	80% State Inspection	0	0	14-Feb-24		◆ 80% State Inspection																							
JED-0400	Start-up MEP	0	0	28-Feb-24		◆ Start-up MEP																							
CON-2560	Commissioning	5	5	22-Mar-24	28-Mar-24	Commissioning																							
CON-2600	HCA-Third Party Life Safety Inspections	2	2	22-Mar-24	25-Mar-24	HCA-Third Party Life Safety Inspe																							
CON-2610	Temporary CO	0	0		25-Mar-24	◆ Temporary CO																							
CON-2550	HCA - Owner Equipment / FFE	20	20	26-Mar-24	22-Apr-24	HCA - Owner Equipment / FFE																							
JED-0600	Substantial Completion - After Anticipated Weather C	0	0		06-May-24	◆ Substantial Completion - Afte																							
CON-2620	Certificate of Occupancy	0	0		06-May-24	◆ Certificate of Occupancy																							
OWN-1000	HCA - Owner Training / Stocking / Final Clean / Mock	20	20	07-May-24	04-Jun-24	HCA - Owner Training / S																							
CON-2570	Commissioning Final Inspection	5	5	07-May-24	13-May-24	Commissioning Final Inspe																							
JED-0700	Project Complete / Go Live w Patients	0	0		04-Jun-24	◆ Project Complete / Go Li																							
Preconstruction																													
GC Selection																													
Design and Permitting																													

Remaining Level of Effort Run Date: 06-Feb-23

Actual Level of Effort

Actual Work

Critical Remaining Work

Lee's Summit ASC
JE Dunn Construction Company
03-Feb-23 Preliminary Schedule

JEDUNN®

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2023												2024												
						F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D		
CON-2310	Easement Vacation Application - City Council Approv	59	28	08-Dec-22 A	14-Mar-23		Easement Vacation Application - City Council Approval																							
CON-2340	Utility Relocation Submission	27	9	05-Jan-23 A	15-Feb-23		Utility Relocation Submission																							
CON-2300	PDP Submission – City Council Prelim Approval	18	3	12-Jan-23 A	07-Feb-23		PDP Submission – City Council Prelim Approval																							
CON-2330	FDP Application - Planning Commission Approval	28	16	13-Jan-23 A	24-Feb-23		FDP Application - Planning Commission Approval																							
CON-2530	Development Documentation - Leases Complete	0	0		03-Feb-23		Development Documentation - Leases Complete																							
CON-2450	ISSUE LNTP	0	0		06-Feb-23		ISSUE LNTP																							
CON-2490	PDP - 1st City Council Hearing	0	0		07-Feb-23		PDP - 1st City Council Hearing																							
CON-1840	Issue CDs	0	0		08-Feb-23		Issue CDs																							
PRE-1040	GMP Trade Partner Bidding & Scope Review	15	15	09-Feb-23	01-Mar-23		GMP Trade Partner Bidding & Scope Review																							
CON-2270	Building Permit	40	40	09-Feb-23	05-Apr-23		Building Permit																							
CON-2360	Lot Split - Re-Plat	20	20	09-Feb-23	08-Mar-23		Lot Split - Re-Plat																							
CON-2500	PDP - 2nd City Council Hearing	0	0		13-Feb-23		PDP - 2nd City Council Hearing																							
CON-1870	Site Distrubance & Grading Permits - Requires SWPI	0	0		03-Mar-23		Site Distrubance & Grading Permits - Requires SWPPP and ESC Plans																							
CON-1900	Submit GMP	0	0	06-Mar-23			Submit GMP																							
CON-1910	GMP Review and Approval	5	5	06-Mar-23	10-Mar-23		GMP Review and Approval																							
CON-2050	Issue Full NTP & GMP Approval	0	0		10-Mar-23		Issue Full NTP & GMP Approval																							
Procurement																														
Site Utility Relocation																														
CON-2400	Submittals	15	6	23-Jan-23 A	10-Feb-23		Submittals																							
CON-2410	Precast Structure Procurement	40	40	13-Feb-23	07-Apr-23		Precast Structure Procurement																							
CON-2430	Early Site Utility Relocation Permit	0	0		22-Feb-23		Early Site Utility Relocation Permit																							
MEP & Earthwork Early Procurement																														
CON-2470	Early Procurement - Utilities Submittals	15	5	20-Jan-23 A	09-Feb-23		Early Procurement - Utilities Submittals																							
CON-1790	Early Procurement - MEP Supplier Submittals	15	15	03-Feb-23 A	23-Feb-23		Early Procurement - MEP Supplier Submittals																							
CON-2630	Early Procurement - Earthwork Submittals	15	15	03-Feb-23	23-Feb-23		Early Procurement - Earthwork Submittals																							
CON-2480	Early Procurement - Utilities - Review/Approve Subm	5	5	10-Feb-23	16-Feb-23		Early Procurement - Utilities - Review/Approve Submittals																							
CON-1800	Early Procurement - Review/Approve Chiller	5	5	24-Feb-23	02-Mar-23		Early Procurement - Review/Approve Chiller																							
CON-2060	Early Procurement - Review/Approve AHU 2	5	5	24-Feb-23	02-Mar-23		Early Procurement - Review/Approve AHU 2																							
CON-2070	Early Procurement - Review/Approve AHU 1	5	5	24-Feb-23	02-Mar-23		Early Procurement - Review/Approve AHU 1																							
CON-2080	Early Procurement - Review/Approve Elec Gear	5	5	24-Feb-23	02-Mar-23		Early Procurement - Review/Approve Elec Gear																							
CON-2640	Early Procurement - Earthwork - Review/Approve Sul	5	5	24-Feb-23	02-Mar-23		Early Procurement - Earthwork - Review/Approve Submittals																							
CON-1810	Early Procurement - Place MEP Orders	0	0		02-Mar-23		Early Procurement - Place MEP Orders																							
Steel Procurement																														
CON-2420	Bid Process - Structural Steel	15	15	09-Feb-23	01-Mar-23		Bid Process - Structural Steel																							
CON-2440	Receive CDs for Structural Steel Pricing	0	0	09-Feb-23			Receive CDs for Structural Steel Pricing																							
PRO-1070	Structural Steel Submittals	25	25	02-Mar-23	05-Apr-23		Structural Steel Submittals																							
PRO-1180	Structural Steel Review/Approve	5	5	06-Apr-23	12-Apr-23		Structural Steel Review/Approve																							
PRO-1230	Structural Steel & Decking Fab/Deliver	60	60	13-Apr-23	07-Jul-23		Structural Steel & Decking Fab/Deliver																							
Submittals																														

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2023												2024												
						M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D			
PRO-1030	Site Utilities Shop Drawings	5	5	13-Mar-23	17-Mar-23																									
PRO-1000	Roofing Submittals	15	15	13-Mar-23	31-Mar-23																									
PRO-1040	Glazing Shop Drawings	15	15	13-Mar-23	31-Mar-23																									
PRO-1050	Doors & Hardware Submittals	15	15	13-Mar-23	31-Mar-23																									
PRO-1060	Metal Panel Submittals	15	15	13-Mar-23	31-Mar-23																									
Review and Approve																														
PRO-1150	Site Utilities Review/Approve	10	10	20-Mar-23	31-Mar-23																									
PRO-1140	Doors & Hardware Review/Approve	10	10	03-Apr-23	14-Apr-23																									
PRO-1080	Roofing Review/Approve	10	10	03-Apr-23	14-Apr-23																									
PRO-1160	Glazing Review/Approve	10	10	03-Apr-23	14-Apr-23																									
PRO-1170	Metal Panel Review/Approve	10	10	03-Apr-23	14-Apr-23																									
Fab & Deliver																														
PRO-1120	Electrical Main Distribution Panels Fab/Deliver - EDP	150	150	03-Mar-23	03-Oct-23		Electrical Main Distribution Panels Fab/Deliver - EDP 30																							
PRO-1130	HVAC Units Fab/Deliver - Chiller 45 wks	225	225	03-Mar-23	23-Jan-24		HVAC Units Fab/Deliver - Chiller 45 wks																							
CON-2020	Generator / ATSS / Docking Station	180	180	03-Mar-23	14-Nov-23		Generator / ATSS / Docking Station																							
PRO-1200	Site Utilities Fab/Deliver - Structures are 8 weeks	40	40	03-Apr-23	26-May-23		Site Utilities Fab/Deliver - Structures are 8 weeks																							
PRO-1190	Doors & Hardware Fab/Deliver	110	110	17-Apr-23	20-Sep-23		Doors & Hardware Fab/Deliver																							
PRO-1110	Roofing Fab/Deliver	30	30	17-Apr-23	26-May-23		Roofing Fab/Deliver																							
PRO-1210	Glazing Fab/Deliver	60	60	17-Apr-23	11-Jul-23		Glazing Fab/Deliver																							
PRO-1220	Metal Panel Fab/Deliver	80	80	17-Apr-23	08-Aug-23		Metal Panel Fab/Deliver																							
Construction																														
Site Work and Utilities																														
CON-1820	Mobilize - Start Construction	0	0	31-Mar-23*			Mobilize - Start Construction																							
CON-2200	Layout Site	1	1	31-Mar-23	31-Mar-23		Layout Site																							
CON-2240	Set Trailer	1	1	31-Mar-23	31-Mar-23		Set Trailer																							
CON-2250	Strip Soil	5	5	04-Apr-23	10-Apr-23		Strip Soil																							
CON-2210	Remove Trees	3	3	06-Apr-23	10-Apr-23		Remove Trees																							
CON-2260	Install SWPPP measures	3	3	06-Apr-23	10-Apr-23		Install SWPPP measures																							
CON-2350	Existing Site Utilities Removal & Relocation	25	25	11-Apr-23	15-May-23		Existing Site Utilities Removal & Relocation																							
CON-1010	Site Grading	20	20	25-Apr-23	22-May-23		Site Grading																							
CON-1030	New Site Utilities	25	25	16-May-23	20-Jun-23		New Site Utilities																							
Structure																														
CON-1020	Foundations	20	20	23-May-23	20-Jun-23		Foundations																							
CON-1040	Underslab MEP	20	20	05-Jun-23	30-Jun-23		Underslab MEP																							
CON-1050	Slab On Grade (MEP U/G, Prep, Pour)	10	10	21-Jun-23	05-Jul-23		Slab On Grade (MEP U/G, Prep, Pour)																							
CON-1060	Steel Structure & Slab On Metal Deck	20	20	10-Jul-23	04-Aug-23		Steel Structure & Slab On Metal Deck																							
Enclosure																														
East Elevation																														
CON-1090	Metal Studs	4	4	26-Jul-23	31-Jul-23		Metal Studs																							

[illegible]

[illegible]

Layout: 03. J.E. Dunn Global Layout			Page 6 of 6												TASK filter: Remaining Work.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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CON-1630	Landscaping & Hardscaping	15	15	27-Dec-23	18-Jan-24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				

- ☐ Landscaping & Hardscaping
- ☒ Civil As-Built Site Survey
- ☐ Site Punch List & Corrections
- ☐ Cx Final Inspection

**SECTION 00 41 23
BID PROPOSAL FORM**

Owner: HPIII KANSAS CITY
III ASC LLC
Project: Lee's Summit
Ambulatory Surgery
Center
Project No. 22053100

General Contractor: J.E. Dunn Construction Company
Attn: Kerrigan Sheffield

Name of Bidder: _____

Address of Bidder: _____ **Phone of Bidder:** _____

Contact Name: _____ **Contact Email:** _____

BASE BID INDIVIDUAL SCOPES OF WORK

Directions: For individual Scopes of Work, list the Scope of Work number, the Scope of Work description and the Base Bid amount both in words and in figures for each Scope. These Base Bids are considered stand-alone Bids and could be awarded individually or in any combination.

Scope of Work No. and Description: _____
Base Bid (SITE): \$ _____
Base Bid (SHELL): \$ _____
Base Bid (TI): \$ _____

Scope of Work No. and Description: _____
Base Bid (SITE): \$ _____
Base Bid (SHELL): \$ _____
Base Bid (TI): \$ _____

Scope of Work No. and Description: _____
Base Bid (SITE): \$ _____
Base Bid (SHELL): \$ _____
Base Bid (TI): \$ _____

Scope of Work No. and Description: _____

<i>Base Bid (SITE):</i>	\$ _____
<i>Base Bid (SHELL):</i>	\$ _____
<i>Base Bid (TI):</i>	\$ _____

<i>Scope of Work No. and Description:</i> _____	
<i>Base Bid (SITE):</i>	\$ _____
<i>Base Bid (SHELL):</i>	\$ _____
<i>Base Bid (TI):</i>	\$ _____

COMBINATION BIDS

Directions: For combination Bids, list each Scope of Work number, the Scope of Work descriptions and the combination Bid amount both in words and figures for each Scope. **Any discounts due to the efficiencies of multi-scope award, should be considered here and reflected in the combination Bid. To be considered for a combination Bid award, individual Bids must be submitted for each Scope of Work.** If Bidder chooses to submit more than one combination Bid, submit additional Bid Forms.

<u>Scope of Work No.</u>	<u>Scope of Work Description</u>
Base Bid (SITE):	\$ _____
Base Bid (SHELL):	\$ _____
Base Bid (TI):	\$ _____

Bid Proposal Amounts:

The undersigned, having examined the Bidding Documents and the site of the proposed Work and being familiar with all the conditions affecting the construction of the Project, including the availability

of labor, equipment, and materials, hereby proposes and agrees to provide and furnish all labor, material, equipment, supervision, and other items necessary to perform and complete, in a workmanlike manner, all Work required by the Bidding Documents, at the prices stated below. Stated sums include fees, insurance, payroll taxes, materials, labor, and all charges that may be levied. This Bid also includes all applicable taxes, including sales tax, unless otherwise stated.

With respect to the Bid amount, the amount shall be shown in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.

Addenda:

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addendum (number and date):

Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

Unit Price: (subcontractors shall insert either "not applicable" or the add/deduct amount in every space provided)

[insert unit price description here, include desired units, e.g. \$/sf] _____	\$ _____	Add/Deduct
[insert unit price description here, include desired units, e.g. \$/sf] _____	\$ _____	Add/Deduct
[insert unit price description here, include desired units, e.g. \$/sf] _____	\$ _____	Add/Deduct

Alternates: (subcontractors shall insert either "no change" or the add/deduct amount in every space provided)

[insert alternate price description here] _____	\$ _____	Add/Deduct
[insert alternate price description here] _____	\$ _____	Add/Deduct
[insert alternate price description here] _____	\$ _____	Add/Deduct

Changes in the Work:

Changes in the Work shall be administered per the executed agreement between the Bidder and the Contractor. The fee limits stated in the Bidding Documents shall be used for pricing of additions and deletions to the Work.

Performance and Payment Bond Cost: (not to be included in Base Bid amount)

\$ _____ [If required to provide performance and payment bonds, Contractor will pay only Bidder's actual costs without markup. Therefore, provide the Performance and Payment Bond Cost based upon actual cost from the Bidder's surety with no markup. Bonds shall be written on the forms included in the Bidding Documents.]

Time of Commencement, Completion and Damages:

1. The Bidder agrees that if awarded a contract, Bidder will have Bidder's Work ready for either the follow-on contractor's work or the completion of Contractor's Work in accordance with the Project schedule. The Bidder agrees to commence work under the contract awarded to Bidder **within seven (7) calendar days** after the date of a "Notice to Proceed", unless otherwise stipulated in that notice.
2. Time is expressly declared to be of the essence in completion of the Work covered by this Bid, and the Bidder shall be liable for actual damages for delay in completion of Work.

General Agreements:

1. The Bidder agrees that Bidder has had an opportunity to examine the site of the Work and has examined the Bidding Documents, and that Bidder has carefully prepared Bidder's Bid upon the basis thereof and that Bidder has carefully examined and checked this Bid and the materials, equipment, and labor required thereunder, the cost thereof, and its figures therefore, and hereby states that the amount or amounts set forth in this Bid Proposal Form is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based, and the Bidder agrees that it will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of Bids.
2. The Bidder acknowledges that the Contractor reserves the right to waive informalities and to reject any or all bids.
3. The Bidder agrees that this Bid shall not be withdrawn or altered for a period of **Forty-Five (45)** calendar days after the last date scheduled for the submission of bids.
4. By signing this Bid, Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
5. Bidder acknowledges that this Bid Proposal Form is required to be executed by an authorized officer of Bidder's company. Bidder further acknowledges that it is expressly reasonable for Contractor to rely on representations set forth in this Bid Proposal Form and the apparent authority of the individual executing it on behalf of the Bidder to bind the Bidder to the obligations herein.
6. By signing below, Bidder agrees to contract under the Subcontract Documents as provided (including Project-specific modifications, if any, made at a later time) without clarification or



modification.

The undersigned Bidder agrees that, when these requirements have been completed, it will execute an agreement with the Contractor/Construction Manager on the **Subcontract or the Material and Equipment Contract** exhibited in the Project Manual.

DATED THIS _____ DAY OF _____, 20____.

Signature of Authorized Officer _____

Printed Name of Authorized Officer _____

Attachments: Contractor's Scope of Work description(s).

**SECTION 00 52 00
CONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR**

[Subcontract, as modified]

The Subcontract may be modified from the form included to reflect Project-specific provisions required by the Owner. Otherwise, the Subcontract shall not be changed from the form that is included. The Bidder shall include in its Bid all costs associated with executing the Subcontract unconditionally and as provided in this Section.

SUBCONTRACT

This Subcontract, dated _____, is made by and between:

The **Contractor**: J.E. Dunn Construction Company
[Insert Office Address]

And **Subcontractor**: [Insert Subcontractor Name and Physical Address]

For the **Project**: [Insert Project Name and Physical Address]

JE Dunn Project No. [Insert Project Number]

The **Owner** of the Project is: [Insert Owner Name and Physical Address]

The **Architect** for the Project is: [Insert Architect Name and Physical Address]

Contractor and Subcontractor may be collectively referred to in this Subcontract as the “Parties.” The Parties agree to the terms and conditions as follows:

Article I. SAFETY

Section 1.01 The Subcontractor shall take reasonable safety precautions with respect to performance of the Work, shall comply with safety measures initiated by the Contractor, including Contractor’s Safety and Health Program that can be found at http://sms.jedunn.com/safety_program (which is incorporated in this Subcontract by this reference), and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. If required, Subcontractor shall prepare a written site-specific safety plan for the Project prior to commencing the Work. Subcontractor shall report to Contractor within the time required by Contractor’s Safety and Health Program any injury to an employee or agent of Subcontractor which occurred at the site.

Section 1.02 Subcontractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established during the progress of the Work by Contractor. When so ordered, Subcontractor agrees to stop any part of the Work which Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken, and further agrees to make no claim for damages growing out of such stoppages to the extent such unsafe condition was caused by Subcontractor. Should Subcontractor neglect to adopt such corrective measures, Contractor may perform them and deduct the cost from payments due or to become due Subcontractor. Failure on the part of Contractor to stop unsafe practices shall, in no way, relieve Subcontractor of its responsibilities.

Article II. SUBCONTRACT DOCUMENTS

Section 2.01 The Subcontract Documents include the following documents and those documents referenced therein, which documents are incorporated by reference:

- (a) This Subcontract and all Exhibits attached to this Subcontract (collectively, the “Subcontract”): (i) Exhibit A: Documents Incorporated by Reference; (ii) Exhibit B: Subcontract Sum and Scope of Work; (iii) Exhibit C: Supplemental Conditions; (iv) Exhibit D: Owner’s Tax Exemption; (iv) Exhibit E: Subcontractor Insurance Requirements; and (v) Exhibit F: General Requirements;

DUNN RESERVES RIGHTS TO REVISE THIS AGREEMENT UPON NEGOTIATION OF THE PRIME CONTRACT.

- (b) Modifications to the Subcontract Documents executed by Contractor and Subcontractor after this Subcontract is signed; and
- (c) The Prime Contract, consisting of the contract between the Owner and the Contractor and the other Prime Contract Documents enumerated in or attached to the Prime Contract, as modified from time to time.

Section 2.02 The Subcontract Documents are incorporated by reference into this Subcontract as if set forth verbatim at this point.

Section 2.03 The Subcontract may be amended only by written Modification signed by both Parties.

Section 2.04 Unless defined differently in the Prime Contract (in which case, the Prime Contract definition controls), a Modification is a written amendment to this Subcontract signed by both Parties, including a Change Order. A Field Work Directive signed by Contractor shall also constitute a Modification.

Article III. MUTUAL OBLIGATIONS

Section 3.01 Contractor and Subcontractor are mutually bound by the terms of this Subcontract. To the extent Prime Contract provisions apply to Subcontractor or the Work of this Subcontract, Contractor assumes toward Subcontractor all of the obligations and responsibilities that Owner, under the Prime Contract, assumes toward Contractor under the Prime Contract, and Subcontractor assumes toward Contractor all obligations and responsibilities that Contractor assumes toward Owner under the Prime Contract. Contractor shall have the benefit of all rights, remedies and redress against Subcontractor that Owner has against Contractor under the Prime Contract; Subcontractor shall have the benefit of all rights, remedies and redress against Contractor that Contractor has against Owner under the Prime Contract. This Subcontract shall govern if any conflict or inconsistency arises between a provision of this Subcontract and a provision of the Prime Contract.

Section 3.02 By signing this Subcontract, Subcontractor agrees and acknowledges that it has either obtained or was provided with ample opportunity to obtain a copy of the Prime Contract (excluding proprietary and confidential information) for review prior to executing this Subcontract. Subcontractor acknowledges that although certain provisions of the Prime Contract applicable to Subcontractor may be repeated in this Subcontract, such repetition is for Subcontractor's convenience and Subcontractor is bound by all terms of the Prime Contract applicable to Subcontractor and the Work of this Subcontract whether or not such terms are repeated in this Subcontract. Subcontractor's failure, if any, to obtain a copy of the Prime Contract shall not relieve Subcontractor of its obligations under the Prime Contract.

Article IV. SUBCONTRACT SUM AND SCOPE OF WORK

Section 4.01 Subcontractor shall execute the Work described in Exhibit B (the "Work") in strict accordance with all Subcontract Documents. The Work includes all labor, materials, equipment, services and other items required by the Subcontract Documents or reasonably inferable from the Subcontract Documents in order to complete the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

Section 4.02 In consideration of proper and timely performance of the Work, Contractor shall pay the Subcontractor the Subcontract Sum set forth in Exhibit B, which sum includes all applicable taxes. The Subcontract Sum may be adjusted in accordance with the Subcontract Documents. Any allowances and alternates included in the Subcontract Sum shall be identified in Exhibit B, along with any unit pricing agreed upon by the Parties.

Section 4.03 The following definitions apply to the Work and Exhibit B:

- (a) "Furnish" means furnish completely, including all Work and associated costs for: materials, Shop Drawings, transportation, insurance, field measurements, expediting, shipping, handling, packaging, storage, touch up materials, Owner's manuals, training, and any other accessories required for a complete installation. Shipping methods and delivery dates for furnished items shall be coordinated with the receiver/installer and shall include all reasonable provisions required for unloading (e.g., proper container, lift gate, and other required items).
- (b) "Install" means install completely, including all Work and associated costs for: receiving, unloading, unpacking, verification of quantity and condition, inventorying, hoisting, rigging, equipment, lifts, storage, hangers, supports, sleeves, coordination, layout, Shop Drawings, review of Shop Drawings by others, field measurements, excavation, backfill, dewatering, installation, cutting and patching, firestopping, daily clean up, inspections, documentation, protection of Subcontractor's Work and work of others, rough-in, testing, As-Built Drawings, and all other accessories, services, and facilities required for a complete installation. Repair or replace items damaged, misplaced, stolen, or otherwise deemed unfit for installation as determined by the Architect or Contractor after proper inventorying of materials and/or equipment supplied by others.

DUNN RESERVES RIGHTS TO REVISE THIS AGREEMENT UPON NEGOTIATION OF THE PRIME CONTRACT.

- (c) “Provide” means furnish and install completely, including all Work and associated costs for: furnishing, installing, materials, labor, equipment, layout, tools, and any other temporary or permanent facilities required to complete the Work.

Article V. PAYMENT

Section 5.01 As a condition precedent to payment, Subcontractor shall provide Contractor with a schedule of values satisfactory to Contractor not more than fifteen (15) days from the date Subcontractor executes this Subcontract. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Work, and be prepared in such form and supported by such data as to substantiate its accuracy as Contractor may require. Each application for payment shall include this schedule of values, which schedule shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment for payment. If the Subcontractor is obligated to provide design services in connection with the Work, the schedule of values shall show Subcontractor’s design professional’s fee and expenses as a separate line item.

Section 5.02 Based upon applications for payment submitted to Contractor by Subcontractor, the Contractor shall make progress payments to Subcontractor on account of the Subcontract Sum as provided below and elsewhere in the Subcontract Documents. The period covered by the application for payment shall be one calendar month. Contractor shall pay Subcontractor each progress payment no later than five (5) business days after Contractor receives payment from Owner.

Section 5.03 Subcontractor shall submit an application for payment to Contractor each month, at least five (5) business days before the date the Prime Contract requires that Contractor submit Contractor’s application for payment to the Owner. A timely submitted application for payment shall be included in the next application for payment which Contractor is entitled to submit to the Owner. If Subcontractor’s application for payment is received after the deadline described above, the Work covered by Subcontractor’s application for payment shall be included by Contractor in the following month’s application for payment to Owner.

Section 5.04 The Subcontractor shall pay for all materials and equipment used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor or in accordance with the terms of such purchase agreements entered into by the Subcontractor, whichever is earlier, and shall pay for labor as incurred. As a condition precedent to payment, Subcontractor shall provide waivers and affidavits with each application for payment for itself and its subcontractors and suppliers in the form included in the Subcontract Documents. Subcontractor shall not be entitled to any payments until this Subcontract is executed by Contractor and Subcontractor, and all documents and information required by the Subcontract Documents, including properly prepared applications for payment, have been submitted.

Section 5.05 The amount of each progress payment shall be calculated as follows:

- (a) Take that portion of the Subcontract Sum properly allocable to completed Work;
- (b) Add, to the extent permitted by the Prime Contract, that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor’s Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor’s application for payment;
- (c) Subtract retainage in a percentage equal to the percentage of retainage withheld by Owner from Contractor under the Prime Contract on account of the Work of this Subcontract;
- (d) Subtract the aggregate of previous payments made by the Contractor; and
- (e) Subtract amounts, if any, that are related to any Work for which the Architect, the Owner, and/or Contractor has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of Subcontractor.

Section 5.06 Retainage shall be withheld until five (5) business days after Contractor has received payment of retainage from the Owner.

Section 5.07 Contractor is authorized to deduct from and offset against any and all payments or amounts otherwise due Subcontractor under this Subcontract or any other agreement between Contractor and Subcontractor an amount equal to any and all sums or obligations owed by Subcontractor to Contractor, including but not limited to any costs incurred by Contractor to complete any work that Subcontractor was obligated to perform, and any and all claims, liquidated or

DUNN RESERVES RIGHTS TO REVISE THIS AGREEMENT UPON NEGOTIATION OF THE PRIME CONTRACT.

unliquidated, by Contractor against Subcontractor, arising under this Subcontract or under any other agreement between the Parties.

Section 5.08 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by Contractor to Subcontractor when: (1) the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents; (2) Contractor has received payment from the Owner for the Subcontractor's Work; and (3) Subcontractor has fully complied with any other requirements of the Subcontract Documents.

Section 5.09 Before issuance of the final payment, Subcontractor, if required, shall submit evidence satisfactory to Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. As a condition of final payment, Subcontractor shall furnish waivers and affidavits with the final pay application for itself and its subcontractors and suppliers in the form included in the Subcontract Documents. Acceptance of final payment by Subcontractor shall constitute a waiver of claims by Subcontractor.

Article VI. SUBCONTRACT TIME

Section 6.01 The Subcontract Time is the period of time, including authorized adjustments, allotted in the schedule of construction developed by the Contractor (the "Project Schedule") for completion of the Work. The Work of this Subcontract shall be commenced and completed pursuant to the Project Schedule as may be amended from time to time.

Section 6.02 Time is of the essence of this Subcontract.

Section 6.03 Subcontractor recognizes that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to Contractor's schedule of the Work during the progress of construction. Subcontractor agrees that Contractor cannot guarantee Subcontractor will be able to start Work on any particular date or continue without interruption once started. Contractor will only be responsible for changes to the Subcontract Time within Contractor's control which cause Subcontractor unreasonable delay in the performance of critical-path Work, provided Subcontractor gives written notice of the delay to Contractor in accordance with Section 7.02. No extension of time granted the Contractor by the Owner shall accrue to the benefit of the Subcontractor unless the critical path of the Subcontractor's Work has actually been delayed, an extension of time is allowable under the Subcontract, and such extension of time directly relates to the Subcontractor's Work as reasonably determined by Contractor and is specifically agreed to in writing.

Section 6.04 Subcontractor shall cooperate with Contractor in the preparation of the Project Schedule. Subcontractor shall have its superintendent(s) and/or foreman attend scheduled coordination and planning meetings held by Contractor, at which time Subcontractor shall submit, for coordination and approval, its proposed daily work schedule for the next period as required by Contractor. Failure of the Subcontractor to attend regularly scheduled meetings will not relieve Subcontractor of the responsibility to perform all Work and comply with all instructions given during the meeting. Interferences, delays, hindrances, and costs, including, but not limited to any loss of productivity, due to Subcontractor's failure to attend or participate in coordination and planning meetings or due to lack of coordination shall be the sole responsibility of Subcontractor, at no cost or impact to the Contractor or Owner. Further, Subcontractor shall notify Contractor in writing, within seven (7) days of the date Contractor distributes any revised Project Schedule, of any issues, complications or difficulties resulting from such schedule update. In the absence of such written notice, Subcontractor shall be conclusively presumed to have agreed to and accepted any such updated schedule.

Section 6.05 If Subcontractor delays the progress of the Work, Subcontractor shall, at its own cost and expense, work such overtime and provide such additional labor as may be necessary to avoid delay in the completion of the Work.

Article VII. CHANGES

Section 7.01 Contractor reserves the right, from time to time, whether the Work or any part of the Work shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written order to Subcontractor. No changes shall be made in the Work except upon the written order of Contractor. Subcontractor shall not be entitled to receive, and shall not claim, compensation for any extra Work unless Contractor issues a written order for such Work to Subcontractor, as no claims shall be recognized based upon any oral orders.

Section 7.02 If Subcontractor intends to make a claim for an increase in the Subcontract Sum or the Subcontract Time for any reason, including in connection with a written order from Contractor for a change, addition or omission in the Work, Subcontractor shall give Contractor written notice of such claim within seven (7) days of the occurrence of the event giving rise to the claim. In the case of a claim made in response to a written order, Subcontractor shall give the Contractor written

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notice of such claim within seven (7) days of the date Subcontractor receives the order. Subcontractor's written notice shall state the basis of the claim and, to the best of Subcontractor's ability based on then-available information, the amount and/or duration of the claim. A claim which will affect or become part of a claim which Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in the manner required by the Prime Contract at least two (2) business days prior to the date Contractor is required by the Prime Contract to submit such claim to Owner (but no later than seven (7) days after the occurrence of the event causing the claim). Subcontractor shall provide Contractor with all documentation and information necessary to prove and substantiate Subcontractor's claim no later than the earlier of: (a) at least two (2) business days prior to the date required by the Prime Contract; or (b) the thirtieth (30th) day after the occurrence of the event causing the claim. For any claim which will affect or become part of a claim which Contractor is required to make under the Prime Contract, Subcontractor's failure to make a timely claim shall bind Subcontractor to the same consequences as those to which Contractor is bound. Subcontractor waives any claim not submitted in strict accordance with the requirements of this Section.

Section 7.03 An agreement on any Change Order between Contractor and Subcontractor shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including any and all adjustments to the Subcontract Time and Subcontract Sum.

Section 7.04 In the absence of total agreement on the terms of a Change Order, Contractor may direct changes in the Work by issuing a Field Work Directive. A Field Work Directive is a written order signed by the Contractor directing a change in the Work prior to agreement on the adjustment, if any, in the Subcontract Sum. Upon receipt of a Field Work Directive signed by Contractor, Subcontractor shall promptly proceed with the change in the Work while pricing the change in the Work.

Article VIII. EXECUTION AND PROGRESS OF THE WORK

Section 8.01 Subcontractor shall enter into written agreements with any lower-tier subcontractor(s) performing portions of the Work by which the Subcontractor and the lower-tier subcontractor(s) are mutually bound by this Subcontract, to the extent of the Work to be performed by the lower-tier subcontractor(s), assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Subcontract.

Section 8.02 Subcontractor and its lower-tier subcontractors shall comply with all General Requirements set forth in Exhibit F.

Section 8.03 To promote the safety, efficiency and quality of the Work of this Subcontract, Subcontractor shall assign a full-time on-site supervisor to the Project who is able to read, write and speak English fluently in order to communicate with Contractor's personnel and the supervisory personnel of other trades. Subcontractor shall not assign to or retain at the Project any supervisor or worker deemed objectionable by Contractor. Subcontractor shall remove and replace any supervisor or worker deemed objectionable by Contractor promptly upon Contractor's request.

Section 8.04 Subcontractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all Federal, State, municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including, but not limited to, those relating to safety, discrimination in employment, immigration, fair employment practices, equal employment opportunity, or environmental regulation whether or not provided for by the Subcontract Documents and without additional charge or expense to Contractor. Subcontractor shall also be responsible for and correct, at its own cost and expense, any violations of the above-described permits, licenses, or legal requirements resulting from or in connection with the performance of the Work. Subcontractor shall at any time upon demand furnish such proof as Contractor may require showing such compliance and the correction of such violations. Subcontractor agrees to save harmless and indemnify Contractor from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including attorney's fees and other legal fees and disbursements, caused by Subcontractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations resulting from or in connection with the performance of the Work. Subcontractor shall provide a copy of all permits for the Work to Contractor.

Section 8.05 Subcontractor shall take necessary precautions to protect the work of Contractor and other subcontractors from damage caused by operations under this Subcontract.

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Section 8.06 Subcontractor shall have a continuing duty to provide Contractor with a current list of its subcontractors and suppliers of any tier.

Section 8.07 Subcontractor shall verify all dimensions given in the Subcontract Documents for accuracy and shall take such measurements as will ensure the proper matching and fitting of the Work with contiguous work.

Section 8.08 Subcontractor shall prepare and submit to Contractor such shop drawings and submittals as may be necessary to completely describe the details and construction of the Work. Approval of shop drawings and submittals by Contractor will not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Subcontract Documents or for the proper matching and fitting of the Work with contiguous work. The time requirements for submission of shop drawing and other submittals shall be coordinated by Subcontractor with Contractor so that sufficient time is allowed for review and comment without delay to the commencement or progress of the Work. All differences and discrepancies between Subcontractor's shop drawing and the Subcontract Documents shall be clearly highlighted, noted in writing and called to Contractor's attention.

Section 8.09 Should the proper and accurate performance of the Work of this Subcontract depend upon the proper and accurate performance of other work not included in this Subcontract, Subcontractor shall, prior to proceeding with the Work, notify Contractor in writing of any known defects in such other work, including substrate and contiguous work, and shall allow Contractor a reasonable time to remedy such defects. Should Subcontractor proceed with its Work and fail to notify Contractor of any known defects in other work as required under the Subcontract, Subcontractor shall be considered to have accepted such other work as being fit and proper.

Section 8.10 Subcontractor's Work shall include all cutting and patching of substrate or contiguous work necessary for the proper performance of the Work.

Section 8.11 Subcontractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the Work by Contractor, in the field, at shops, or at any other place where materials are in the course of preparation, manufacture, treatment, or storage. Subcontractor shall take down all portions of the Work and remove from the premises all material, whether worked or unworked, which Contractor shall condemn as unsound or improper, or as in any way failing to conform to the Subcontract Documents. Subcontractor shall, at its own cost and expense, make good all work damaged or destroyed by, through or under Subcontractor and replace all materials removed with proper materials.

Section 8.12 Subcontractor shall, on a daily basis or as otherwise directed by Contractor, sweep, clean, and remove from Subcontractor's Work, contiguous work and adjoining property any dirt, droppings, spillage, debris, garbage and/or overspray, which was caused by the execution of the Work. Subcontractor shall clean up and remove from the premises all debris caused by the execution of the Work.

Section 8.13 Subcontractor agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of Contractor, Subcontractor, the Owner, or any other subcontractor or person, Subcontractor will, contingent upon Contractor providing a picket free entrance, continue to perform the Work required in this Subcontract without interruption or delay. Contractor shall have no obligation to provide a picket free entrance should such labor activity be directed at Subcontractor. In the event Subcontractor fails to continue performance of the Work without interruption or delay, because of such picket or other form of labor dispute, Contractor may terminate the Subcontract after giving forty-eight (48) hours written notice, or Contractor may invoke any of the rights set forth elsewhere in this Subcontract.

Section 8.14 Project work hours shall be 7:30 AM to 4:00 PM unless modified by Contractor.

Section 8.15 Subcontractor shall comply and shall require its lower tier subcontractors to comply with Contractor's Anti-Harassment Policy, found at <https://sms.jedunn.com/>, which is incorporated into this Subcontract by this reference.

Article IX. REMEDIES

Section 9.01 Contractor's Remedies

- (a) Damages for delay, including those assessed against Contractor pursuant to the Prime Contract, shall be assessed against Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable.
- (b) Subcontractor shall be in default of this Subcontract if, at any time, it: (1) refuses or neglects to supply sufficient and properly skilled workers; (2) refuses or neglects to supply materials of the proper quality; (3) fails in any respect

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to prosecute the Work with promptness and diligence; (4) makes a general assignment for the benefit of its creditors, have a receiver appointed to take over its affairs, or, in the opinion of Contractor, become financially or legally incapable of completing the work; or (5) fails in the performance of any of the covenants contained in this Subcontract. If Subcontractor fails to correct its default with diligence and promptness within three (3) days after written notice from Contractor, then Contractor may, without additional written notice or prejudice to any other remedy, either: (i) provide such labor, materials, or services or other Work as is required by this Subcontract; or (ii) terminate the employment of Subcontractor for the Work, enter upon the premises, take possession of all materials, tools, and appliances on the premises for the purpose of completing the Work, employ any other person or persons to finish the Work, and provide the materials required under this Subcontract. Contractor shall be entitled to recover all of its expense under this Section including all labor, materials, services (whether by Contractor or others) and any other cost (including attorneys' fees) or damages incurred as a result of Subcontractor's default. Contractor may withhold payment and deduct the expense, costs and damages resulting from Subcontractor's default from any money then due or that may become due to the Subcontractor under this Subcontract. If such expense exceeds the unpaid balance of the amount to be paid under this Subcontract, the Subcontractor shall pay the difference to Contractor on demand. If this Subcontract is terminated, the Subcontractor shall not be entitled to receive any further payment under this Subcontract until the Work is complete and a final resolution of all claims, damages, losses and expenses arising out of or resulting from performance of the Work has been achieved, and Owner has paid Contractor in full for all Work performed by Subcontractor under this Subcontract.

- (c) If at any time there shall be evidence of any invoice, bill, lien or claim arising from Subcontractor's operations under this Subcontract or any other agreement between the Parties ("Claim") for which Contractor, Owner, a surety, or any property, may be or become liable or subject to, then Contractor shall have the right to retain out of any payment then due or that may become due to Subcontractor, an amount sufficient to discharge such Claim and reimburse Contractor, Owner, and surety for all costs and expenses (including attorneys' fees) in connection with such Claim. If Subcontractor has failed to resolve a Claim or provide a bond to protect Owner, Contractor and any surety against such Claim within ten (10) days after written notice, Contractor, Owner or a surety shall have the right to make payment on such Claim out of funds due or to become due the Subcontractor. The Subcontractor shall defend, indemnify and hold harmless the Contractor, the Owner and surety for all claims or amounts any of them may be liable, become liable or have in good faith paid in discharging any Claim, including any associated costs and expenses (including attorneys' fees). The rights and obligations hereunder shall not apply in the event that the Claim arises from Contractor's failure to make payment to Subcontractor in accordance with the Subcontract.
- (d) If Subcontractor fails to clean up as provided in the Subcontract Documents, Contractor shall give Subcontractor written notice to comply within twenty-four (24) hours. If Subcontractor fails to comply within twenty-four (24) hours, Contractor is authorized to perform the cleanup and to assess Subcontractor a reasonable charge. The Subcontract Sum will be reduced for Contractor's cleanup costs.

Section 9.02 Subcontractor's Remedies

If Contractor does not pay Subcontractor through no fault of Subcontractor, within seven (7) days from the time payment should be made as provided in this Subcontract, Subcontractor may, without prejudice to any other available remedies, upon seven (7) additional days' written notice to Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate written modification, be increased by the amount of Subcontractor's reasonable costs of demobilization, delay and remobilization.

Section 9.03 Mutual Waiver of Consequential Damages

Contractor and Subcontractor waive claims against each other for their own consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either Party's termination. This waiver shall not apply to any damages assessed against Contractor in accordance with the Prime Contract, or damages related to Subcontractor's indemnification obligations.

Article X. INDEMNITY

Section 10.01 To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Owner, Contractor, other parties that Contractor is required to indemnify under the Prime Contract and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of Subcontractor's Work under this Subcontract, but only to the extent caused by the negligent acts or

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omissions of the Subcontractor, Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. However, Subcontractor shall not be required to indemnify any indemnified party to the extent any such claim, damage, loss or expense was caused by the negligence or other fault of such indemnified party. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

Section 10.02 In claims against any person or entity indemnified under this Article by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the obligations under preceding Section shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or its lower-tier subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

Article XI. WARRANTY

Subcontractor warrants to Contractor and all other parties that Contractor warrants its work to as set forth in the Prime Contract that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, Owner or Contractor, Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

Article XII. INSURANCE

Subcontractor shall comply with the requirements of Exhibit E. Subcontractor's compliance with the requirements of Exhibit E is a condition precedent to payment. Subcontractor's failure to comply with the requirements of Exhibit E is a material breach.

Article XIII. BONDS

Contractor shall have the right to require Subcontractor to furnish bonds providing for the faithful performance of the Subcontract and the payment of all obligations arising under the Subcontract on Contractor's standard form (or such form as required by law) the cost of which will not be included in the Subcontract Sum. Subcontractor shall invoice Contractor the cost of such bonds separately with no markup which must be supported by an invoice from the Subcontractor's surety or surety broker. Contractor will reimburse Subcontractor for the cost of such bonds separately. Bonds shall be issued by a surety company that is rated "A-" or better by A.M. Best Company, has a per bond underwriting limit set forth in the most current United States Treasury Department Circular 570 List that is greater than or equal to the face value of the bond, and approved by the Contractor.

Article XIV. MEDIATION AND BINDING DISPUTE RESOLUTION

Section 14.01 Mediation

- (a) Any claim arising out of or related to this Subcontract, except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.
- (b) The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having proper jurisdiction.

Section 14.02 Binding Dispute Resolution

- (a) Any claim not resolved by mediation shall be resolved in the manner described in this Section.
- (b) Subcontractor shall be bound by all decisions, interpretations, findings of fact or law, whether express, implied, interim, or final (each a "Decision," and collectively "Decisions"), arising out of the claim and dispute resolution processes set forth in the Prime Contract to the extent: (1) such Decisions relate to or affect the Work or services subcontracted to Subcontractor; (2) any claim by Owner against Contractor involves the performance of

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Subcontractor; or (3) any claim of Subcontractor gives rise to a claim by Contractor against Owner. The initiation of claim or dispute resolution under the Prime Contract shall stay dispute resolution under this Subcontract on any claim or issue brought by Subcontractor related to the dispute under the Prime Contract.

- (c) To the extent Subcontractor will be bound as set forth above, Contractor agrees to Subcontractor's participation (and joinder if requested) in such claim or dispute resolution process, and Subcontractor may appeal (in the event Subcontractor has been joined as a party), or request Contractor to appeal, any Decision pursuant to the claim or dispute resolution procedure of the Prime Contract. Subcontractor and Contractor shall individually bear the costs associated with their own claims in such appeal. A Party will follow the other Party's directions regarding the other Party's claims, unless such directions adversely affect the Party's own claims. In that event the Parties will agree on how to proceed. Each Party will give the other Party reasonable assistance.
- (d) Subcontractor consents to joinder in any dispute or claim resolution process under the Prime Contract, including arbitration. This agreement to arbitrate and agreement to arbitrate with another person or persons, if applicable, shall be specifically enforceable under applicable law in any court having jurisdiction.
- (e) Any claim or dispute not involving the Prime Contract or waived in this Subcontract shall be subject to arbitration, which arbitration shall be conducted in accordance with the then-current Construction Industry Arbitration Rules promulgated by the American Arbitration Association. Prior to arbitration, the Parties shall endeavor to resolve claims and disputes by mediation. In the event of arbitration, the award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- (f) Unless otherwise agreed in writing by the Contractor and subject to Section 9.02, the Subcontractor shall continue to fully perform its Work and maintain its progress during any dispute or any claim under this Subcontract.
- (g) The provisions of this Article supersede provisions of the Prime Contract or other Subcontract Document terms, if any, to the contrary.
- (h) To the fullest extent permitted by law and without limiting any other provision in this Subcontract, if either Party asserts a claim against the other Party in a lawsuit or arbitration proceeding, the prevailing Party shall be entitled to recover its costs, including reasonable attorneys' fees, incurred in connection with prosecuting or defending against that claim. To qualify as a prevailing Party, a Party must either successfully defend against a claim asserted against it or recover monetary or equitable relief on a claim that the Party asserts. Subcontractor shall pay any reasonable attorney's fees and costs incurred by or assessed against Contractor in connection with any claim that Subcontractor requests that Contractor assert on Subcontractor's behalf under the claim or dispute resolution procedure of the Prime Contract.

Section 14.03 This Article shall survive completion or termination of the Subcontract.

Article XV. TERMINATION, SUSPENSION AND ASSIGNMENT

Section 15.01 Termination

- (a) Contractor's rights to terminate this Subcontract for cause are set forth in a preceding Section.
- (b) Contractor may terminate this Subcontract for Contractor's convenience and without cause with ten (10) days written notice to Subcontractor. If the Owner terminates the Prime Contract for the Owner's convenience, Contractor shall promptly deliver written notice to the Subcontractor that this Subcontract is terminated for convenience.
- (c) Upon receipt of written notice for termination for convenience, except to the extent Contractor directed Subcontractor in the notice of termination to complete certain Work prior to the effective date of the termination, Subcontractor shall: (1) cease operations as directed by Contractor in the notice; (2) take all actions necessary or directed by Contractor to protect and preserve the Work; and (3) terminate all existing lower tier subcontracts and purchase orders.
- (d) In the event of termination for convenience, Subcontractor may request payment for Work executed, and costs incurred by reason of such termination; provided, however, that if Owner terminates Contractor for convenience and Contractor accordingly terminates Subcontractor for convenience, Subcontractor shall only be reimbursed for costs incurred by reason of termination to the extent Owner first reimburses Contractor for such costs.
- (e) In the event Contractor terminates this Subcontract for cause, and it is determined for any reason that Subcontractor was not in default, or that the default was excusable, then the rights and the obligations of the Parties shall be the same as if Contractor had terminated the Subcontract for convenience.

Section 15.02 Suspension

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- (a) Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, provided Subcontractor is not otherwise in default hereunder, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum; provided, however, no adjustment shall be made to the extent that: (1) performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or (2) an equitable adjustment is made or denied under another provision of this Subcontract.
- (b) In the event Owner suspends the Work of the Prime Contract, or the portion of the Work of the Prime Contract affecting this Subcontract, Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum to the extent the Contractor receives such relief under the Prime Contract.

Section 15.03 Assignment

- (a) Effective upon the occurrence of the conditions set forth in the Prime Contract, this Subcontract is assigned to the Owner. Each of Subcontractor's lower-tier subcontracts and purchase orders shall provide that such lower-tier subcontracts and purchase orders are similarly assigned to the Owner.
- (b) Subcontractor shall neither assign the Work of this Subcontract nor subcontract the whole or a portion of this Subcontract without Contractor's written consent, which consent may be withheld in Contractor's sole discretion.

Section 15.04 Collateral Assignment. To the extent Contractor consents to a collateral assignment, any such assignment shall include the following language: "It is agreed the funds to be paid to the Assignee under this Assignment are subject to satisfactory performance of the Subcontract under which this Assignment is made (this "Subcontract") by the Assignor (the "Subcontractor") and subject to payment of all invoices, bills, claims, or liens for services rendered or materials supplied for the performance of any portion of the Work called for in this Subcontract with Contractor or any other subcontract agreement between Contractor and Subcontractor. Contractor reserves the right to set-off against any funds which may be due Subcontractor by Contractor or funds to be paid the Assignee the amount of any claim or liens arising under or through this or any other subcontract agreement with the Subcontractor."

Article XVI. MISCELLANEOUS PROVISIONS

Section 16.01 For this Project, Subcontractor agrees to use Contractor's electronic delivery and signature process facilitated by a third-party administrator. The Parties acknowledge and agree that such digital/electronic signatures shall have the same legal effect as a written signature. Subcontractor shall be solely responsible for ensuring that an authorized representative of Subcontractor signs the Subcontract and other documents utilizing Contractor's electronic signature process. Subcontractor agrees not to contest the validity or enforceability of any signature provided through Contractor's electronic signature process. Subcontractor also agrees to the electronic delivery of the fully executed Subcontract and other documents in a .pdf format via email. Either Party may copy this completed Subcontract and other documents for electronic storage in a non-editable format. Contractor and Subcontractor each agree that following the electronic storage of these documents, any hard copy printout of the electronically stored information will constitute an original document.

Section 16.02 Subcontractor agrees to comply with the provisions of any applicable local, state, or federal ordinance, regulation, statute, or other mandate regarding affirmative action and/or minority/women's business enterprise participation.

Section 16.03 The risk of loss for materials and equipment provided under this Subcontract, whether in a deliverable state or otherwise, shall remain with the Subcontractor until delivered to the job site and incorporated into the Work. Any damage to the material and equipment or loss of any kind occasioned in transit shall be borne by the Subcontractor, notwithstanding the manner in which the material or equipment is shipped or who pays the freight or other transportation costs. Unless otherwise provided, all materials shipped to the job site in performance of this Subcontract shall be shipped at Subcontractor expense. In the event of claims by carriers against Contractor for shipping costs, Contractor shall be entitled to pay such claims and deduct the amount of the claims from the Subcontract Sum.

Section 16.04 Contractor is an Equal Employment Opportunity employer. As such, the requirements of 41 CFR 60-1.4(b) are incorporated by this reference, if applicable. This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment

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individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Section 16.05 Subcontractor shall retain all documentation related to this Project for the duration of the statute of repose.

Section 16.06 This Subcontract contains every obligation and understanding between the Parties relating to the subject matter of this Subcontract, merges all prior discussions, negotiations and agreements, if any, between them, and neither Party shall be bound by any representation, warranty, covenant, or other understanding unless it is in writing and duly executed by the Parties.

Section 16.07 It is the intention of the Parties that each provision of this Subcontract shall be enforced according to its terms and that no provision shall be construed in a manner which renders it invalid or unenforceable. However, if any provision of this Subcontract is determined to be invalid or unenforceable, such provision shall be severed from this Subcontract and the remaining provisions shall remain intact and shall constitute the Subcontract between the Parties without regard to the invalidated provision.

Section 16.08 Each Party recognizes that this Subcontract is a legally binding contract and acknowledges that it has had the opportunity to consult with legal counsel of its choice. In any construction of the terms of this Subcontract, the terms shall not be construed against either party on the basis of that party being the drafter of such terms.

THIS SUBCONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

CONTRACTOR

By: _____

Name: _____

Title: _____

License No.: _____

SUBCONTRACTOR

By: _____

Name: _____

Title: _____

License No.: _____

FEIN: _____

(if no FEIN, enter business owner SSN)

*** DRAFT***

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Exhibit A: Documents Incorporated by Reference

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

Subcontractor acknowledges that a .pdf copy of the Prime Contract and other documents listed below are available for review and copying through the Project Website established for this Project at the following link:

_____.

1. Prime Contract dated _____, including any General and Supplementary Conditions, and all exhibits and amendments thereto.
2. Contractor's Front End Documents dated _____.
3. Project Manual, prepared by _____ dated _____ [including specification sections].
4. Drawings [and specifications] prepared by _____ as follows:
5. Addenda as follows:

*** DRAFT***

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Exhibit B: Subcontract Sum and Scope of Work

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

DRAFT

Exhibit C: Supplemental Conditions

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

The Subcontract is hereby modified as follows:

1. The following Section 5.10 is added to the Subcontract:

Section 5.10 [SELECT THE CORRECT PROVISION, REVISING PERCENTAGES AS NEEDED. DELETE UNNEEDED LANGUAGE] Five percent (5%) retainage shall be withheld from each progress payment until the completion of the Project. [OR] Ten percent (10%) retainage shall be withheld from each progress payment until the completion of fifty percent (50%) of (a) the Project, or (b) the Work of this Subcontract, whichever occurs later. At such time, if the progress of the Work is satisfactory to the Owner and Contractor, remaining progress payments shall be made in full; provided, however, that the retainage previously accumulated may be held until final completion. If at any time Contractor determines that progress or performance of this Subcontract is unsatisfactory, retainage of ten percent (10%) may be reinstated in full. [REVIEW CONTRACT TO ENSURE NO FURTHER CHANGES ARE NEEDED]

2. The following Section 8.16 is added to the Subcontract:

Section 8.16 [IF WORKING IN AN AREA COVERED BY A COLLECTIVE BARGAINING AGREEMENT INCLUDING A SUBCONTRACTOR CLAUSE, USE THE FOLLOWING PROVISION] Subcontractor acknowledges that Contractor may be a party to certain collective bargaining agreements with various union crafts, which agreements may affect the work of subcontractors, including Subcontractor, while working on this Project. Subcontractor agrees that, to the extent any such agreement is applicable to Work performed by Subcontractor, Subcontractor shall take all steps necessary to comply with the Subcontractor articles or other applicable provisions of Contractor's collective bargaining agreements. If any portion of Subcontractor's Work is further subcontracted, the Subcontractor shall require its lower tier subcontractors to be bound by and observe all terms and provisions of such collective bargaining agreements to the same extent required of Subcontractor. [OR, IF NO SUBCONTRACTOR CLAUSE, USE THE FOLLOWING PROVISION] Subcontractor shall not employ personnel, means, materials or equipment which may cause strikes, work stoppages or labor interferences.

3. [LEGAL TO INSERT ANY ADDITIONAL FLOW DOWNS FROM THE PRIME CONTRACT, INCLUDING REFERENCE TO ANY ADDITIONAL EXHIBITS OR MODIFICATIONS TO THE ABOVE TEMPLATE.]

*** DRAFT***

DUNN RESERVES RIGHTS TO REVISE THIS AGREEMENT UPON NEGOTIATION OF THE PRIME CONTRACT.

Exhibit D: Owner's Tax Exemption

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

DRAFT

Exhibit E: Subcontractor Insurance Requirements

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

[TRADITIONAL INSURANCE (PROJECTS <\$1MM)]

1. **Minimum Coverages and Limits.** Unless higher limits are required in the Subcontract Documents, Subcontractor must procure, carry and maintain policies of insurance meeting the requirements and minimum limits listed below. Where appropriate, the required insurance limits may be provided through a combination of primary and excess/umbrella policies.

- A. **Worker's Compensation and Employer's Liability Insurance.** Subcontractor must obtain and maintain Worker's Compensation Insurance to cover the statutory limits and requirements of the Worker's Compensation laws of the state or states in which Subcontractor's Work is performed. Subcontractor's Worker's Compensation Insurance shall include coverage for all proprietors, partners, members, officers and executives. Subcontractor, and all subcontractors of every tier, must carry this insurance regardless of eligibility for waiver or exemption of coverage under a state law. Subcontractor's Worker's Compensation Insurance shall provide coverage for every tier with whom Subcontractor has a contract to perform Contractor's work on the project, including, but not limited to professional employee organizations, staffing companies or concerns, or labor vendor/Subcontractor (hereinafter collectively "Organizations" where such organizations are performing any labor or services on the project. Subcontractor must also obtain and maintain Employer's Liability insurance, including Occupational Disease coverage, meeting the requirements and written for the following policy limits:

\$500,000	Bodily Injury Each Accident
\$500,000	Each Employee
\$500,000	Aggregate – Policy Limit

Coverage for Worker's Compensation and Employers Liability shall be written on a NCCI WC 00 00 00 coverage form or its equivalent.

Such insurance must include "other states" insurance, so as to include all states not named on the declarations page of the insurance policy, except for the monopolistic states.

Subcontractor shall provide worker's compensation coverage, or require proof of worker's compensation coverage from, every person with whom it has a direct contract to perform construction work on the Project. The substance of this clause shall be included in all contracts Subcontractor enters in to with lower tier subcontractors.

- B. **Commercial General Liability Insurance.** Subcontractor must obtain and maintain Commercial General Liability Insurance for the hazards of (i) construction operation, (ii) independent contractors, (iii) products/completed operations, (iv) explosion, collapse and underground (XCU), (v) broad form property damage, (vi) personal injury, (vii) premises operations, and (viii) broad form contractual liability and must be written for the following policy limits:

\$1,000,000	Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000	Personal & Advertising Injury
\$2,000,000	General Aggregate (Per Project)
\$2,000,000	Products/Completed Operations Aggregate

General Liability, including products/completed operations, must be carried for a minimum of **the statute of repose for the state in which the project is located** from completion of Subcontractors' Work on-site, or as required by the Subcontract Documents, whichever is longer.

DUNN RESERVES RIGHTS TO REVISE THIS AGREEMENT UPON NEGOTIATION OF THE PRIME CONTRACT.

- C. **Commercial Automobile Liability Insurance.** Subcontractor must obtain and maintain comprehensive automobile insurance covering all owned, non-owned and hired automobiles used in connection with the Subcontractor's Work written for the following policy limits:

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident

- D. **Excess/Umbrella Liability.** Subcontractor must obtain and maintain Excess Liability coverage on an umbrella form following primary policy form (General Liability, Automobile Liability and Employer's Liability) written for the following policy limits:

\$2,000,000 Per Occurrence

\$2,000,000 Aggregate Limit

Subcontractor must continue to maintain or renew annually Excess/Umbrella Liability coverage with the limits as specified above for a minimum duration of the Statute of Repose for the State in which the Project is located, from the completion of Subcontractor's Work on site or as required by the Contract Documents, whichever is longer.

- E. **Design Liability.** If any design responsibility is included in the Subcontract (including any requirement to provide shop drawings stamped by an engineer or other licensed professional), Subcontractor, or its designer/licensed professional, must purchase, and maintain or renew annually for a period of **the statute of repose for the state in which the project is located** after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of Design Professional Services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Subcontract. The policy must be written for the following policy limits:

\$1,000,000 Per Claim,

\$1,000,000 Annual Aggregate Limit

- F. **Commercial Watercraft and/or Aircraft Liability (if applicable).** If watercraft or aircraft are used in connection with the Subcontractor's Work, Subcontractor must obtain and maintain Commercial Watercraft and/or Aircraft Liability insurance covering the use of all owned, non-owned, and hired watercraft and/or aircraft written with a combined bodily injury or property damage limit of **\$50,000,000**.

- G. **Equipment Policy.** Subcontractor must provide property coverage for Subcontractor's equipment and tools brought onto the Project site.

- H. **Subcontractor Pollution Legal Liability Coverage (if applicable).** Subcontractor must furnish insurance providing coverage for Pollution Liability in an amount not less than **\$2,000,000 per occurrence / \$2,000,000 Annual Aggregate**, complying with the requirements of the Subcontract Documents. No policy or endorsement may limit coverage for mold or fungus.

2. **Conditions**

- A. **Insurance Primary.** All policies of insurance, including General Liability and Excess/Umbrella Liability, provided by Subcontractor must be primary, not contributing with and not in excess of the coverage of the indemnitee's and/or Additional Insured's insurance or other insurance available to the indemnitee and/or Additional Insured.
- B. **Severability of Interest.** General Liability, Excess/Umbrella Liability and Pollution Liability, if any, must be written to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, must operate in the same manner as if there were a separate policy covering each insured.
- C. **Waiver of Subrogation.** All policies of insurance, as allowed by law and excluding Professional Liability insurance, that are in any way related to the Work or services of the Project, including those that are secured and maintained by consultants and lower-tier subcontractors, must include a provision providing that each party and its insurance carrier waive all rights of recovery under subrogation or otherwise against the entities identified as Additional Insureds in the Subcontract Documents.
- D. **Additional Insureds.** Subcontractor furnished insurance (except Worker's Compensation Insurance, Professional Liability, and Equipment Policy, if applicable) must include _____ (Owner), J.E. Dunn Construction Company (Contractor), _____ (Architect), and any other person or entity required by the Subcontract

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Documents, and all their assigns, subsidiaries and affiliates as additional insureds as their respective interest may appear ("Additional Insureds"). Additional Insured status must be provided for ongoing operations and completed operations. The additional insured endorsement shall be on a form acceptable to Contractor at its sole discretion. Additional Insured endorsement may not contain time limitation less than required by Contract nor may such endorsement limit coverage provided to the Additional Insured.

E. **Cancellation Notice.** All insurance certificates and policies will state that all coverages are in effect and will not be canceled without thirty (30) days prior written notice to Contractor.

3. **Lower-Tier Subcontractors' Insurance.** Subcontractor must require all lower-tier subcontractors providing equipment, materials or services directly to Subcontractor in connection with the Subcontractor's Work to obtain, maintain and keep in force coverages in accordance with these insurance requirements. Subcontractor must obtain certificates of insurance evidencing such coverage and provide Contractor with such certificates upon request. Subcontractor must not be excused from its obligations to cause such lower-tier subcontractor to meet the insurance coverage requirements set forth under this section unless Subcontractor must have obtained in writing from Contractor a waiver, which must be effective only as to such requirements and for such lower-tier subcontractors specifically identified therein.

Subcontractor shall verify that its lower tier Subcontractors have met the Worker's Compensation insurance requirements, as required by law, including but not limited to collecting all required certificates of insurance.

4. General Requirements

- A. Insurance certificates and endorsements complying with these requirements must be received by Contractor prior to commencement of Subcontractor's Work on the Project and will be a condition to any payment. Insurance certificates acceptable to the Contractor shall be filed with the Contractor through Contractor's third party vendor myCOI. Subcontractor agrees to register with myCOI in accordance with the Subcontract Documents. Subcontractor authorizes Contractor and myCOI to request proof of insurance, certificates of insurance, and policy endorsements from Subcontractor's insurance agent/broker in accordance with the policies and procedures utilized by myCOI to verify Subcontractor's insurance for the Project. Subcontractor agrees that verification of Subcontractor's insurance shall be completed prior to commencement of the Subcontractor's Work. Subcontractor acknowledges that Contractor shall not be obligated to pay Subcontractor until Subcontractor provides, and Contractor approves the certificates of insurance, proof of insurance, and policy endorsements. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.
- B. All insurance is to be issued by companies acceptable to Contractor but must be provided by companies having at least an A.M. Best rating of A-VII or better.
- C. Contractor reserves the right to require that Subcontractor provide certified copies of any and all insurance policies and endorsements to which this Subcontract is applicable.
- D. Certificates of Insurance are subject to the approval of Contractor. However, any acceptance of a certificate by Contractor does not limit or relieve Subcontractor of its obligations under the Subcontract or waive Subcontractor's obligation to maintain such insurance.
- E. Contractor may take such steps as necessary to assure Subcontractor's compliance with the insurance requirements. In the event Subcontractor fails to obtain and maintain the policies of insurance meeting the requirements and minimum limits identified above, Contractor may obtain and maintain such coverage and recover the cost from Subcontractor.
- F. The policies of insurance required above must contain no exclusion for work expressly within Subcontractor's scope of work (e.g., EIFS, asbestos, etc.) unless Subcontractor has a separate policy providing such coverage and provides evidence of such coverage with limits of liability comparable with above stated limits.
- G. The required coverages and limits referred to and set forth herein do not affect or limit Subcontractor's liability with respect to this Subcontract and its performance or the coverage as an Additional Insured.

DUNN RESERVES RIGHTS TO REVISE THIS AGREEMENT UPON NEGOTIATION OF THE PRIME CONTRACT.

[DUNN CONTROLLED INSURANCE PROGRAM – ONSITE GENERAL LIABILITY ONLY (PROJECTS < \$30MM)]

1. Contractor has elected to provide onsite General Liability insurance through a Controlled Insurance Program (“CIP”) for Contractor and enrolled subcontractors. The Subcontract Sum includes the cost of providing and maintaining the specific insurance coverage required by the Controlled Insurance Program Requirements and Forms manual (“CIP Manual” or “DCIP Manual”), [as set forth in the Project Manual -OR- attached as Exhibit E-1]. The Subcontract Sum specifically excludes costs of onsite General Liability coverage for enrolled Subcontractors.
2. Subcontractor shall comply, and shall require its lower tier subcontractors to comply, with all requirements in the CIP Manual for enrolled or non-enrolled subcontractors, as applicable. The following parties are required to be named as additional insureds on liability policies required to be provided by Subcontractor and its lower-tier subcontractors:

Owner – _____
Contractor – J. E. Dunn Construction Company
Architect – _____
Other parties required by the Prime Contract
3. Subcontractor shall ensure that its lower tier subcontractors include the cost of providing and maintaining the specific insurance coverage required by the CIP Manual, but exclude costs of onsite General Liability coverage for enrolled Subcontractors.

[DUNN CONTROLLED INSURANCE PROGRAM – ONSITE GENERAL LIABILITY AND WORKERS’ COMPENSATION (PROJECTS >\$30MM)]

1. Contractor has elected to provide onsite General Liability insurance and Workers Compensation insurance through a Controlled Insurance Program (“CIP”) for Contractor and enrolled subcontractors. The Subcontract Sum includes the cost of providing and maintaining the specific insurance coverage required by the Controlled Insurance Program Requirements and Forms manual (“CIP Manual” or “DCIP Manual”), [as set forth in the Project Manual -OR- attached as Exhibit E-1]. The Subcontract Sum specifically excludes costs of onsite General Liability and Worker’s Compensation insurance coverage for enrolled Subcontractors.
2. Subcontractor shall comply, and shall require its lower tier subcontractors to comply, with all requirements in the CIP Manual for enrolled and non-enrolled subcontractors, as applicable. The following parties are required to be named as additional insureds on liability policies required to be provided by Subcontractor and its lower-tier subcontractors:

Owner – _____
Contractor – J. E. Dunn Construction Company
Architect – _____
Other parties required by the Prime Contract
3. The Subcontractor shall ensure that its lower tier subcontractors include the cost of providing and maintaining the specific insurance coverage required by the CIP Manual, but exclude costs of onsite General Liability insurance coverage and Worker’s Compensation coverage for enrolled Subcontractors.

[OWNER CONTROLLED INSURANCE PROGRAM]

1. The Owner has elected to provide [*DESCRIBE SCOPE OF COVERAGE UNDER OCIP*] insurance through an Owner Controlled Insurance Program (“OCIP”) for Contractor and enrolled subcontractors. The OCIP is more fully described in the OCIP Manual [as set forth in the Project Manual -OR- attached as Exhibit E-1]. Subcontract Sum includes the cost of providing and maintaining the specific insurance coverage required by the Subcontract Documents but specifically excludes the costs of insurance coverage provided under the OCIP for enrolled subcontractors as described in the OCIP Manual.
2. Subcontractor shall comply, and shall require and ensure that its lower tier subcontractors to comply, with all requirements of the OCIP Manual for enrolled and non-enrolled subcontractors, as applicable. The following parties

DUNN RESERVES RIGHTS TO REVISE THIS AGREEMENT UPON NEGOTIATION OF THE PRIME CONTRACT.

are required to be named as additional insureds on liability policies required to be provided by Subcontractor and its lower-tier subcontractors:

Owner – _____
Contractor – J. E. Dunn Construction Company
Architect – _____
Other parties required by the Prime Contract

3. All insurance coverages required by the Subcontract Documents not provided by the OCIP will continue to be required of the Subcontractor, and Subcontractor shall provide certificates to that effect. Certificates shall be in the form as required by the OCIP Manual.

[TO BE INCLUDED FOR ALL PROGRAMS – Number Accordingly]

1. Subcontractor shall provide insurance for its tools and equipment at its own cost and waives all rights against Owner, Contractor, Architect and other subcontractors of any tier for damages or losses to such tools and equipment, however caused. Subcontractor's insurance policies shall provide for such waiver by endorsement or otherwise.
 2. Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, to the extent such subrogation rights are waived under the terms of the Prime Contract, except such rights as they may have to proceeds of such insurance. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated in this Subcontract. In the event of an insured loss arising out of Subcontractor's Work, Subcontractor shall be responsible for payment of the deductible to the extent Subcontractor caused or could have prevented the loss. Coverage information, including the deductible for damages arising out of Named Windstorms/Earth Movement/Flood, is available from Contractor upon request. The deductibles for losses covered by Builder's Risk insurance provided for the Project, include, but are not limited to, the following:
 - General All Risk covered perils:
 - [NEW CONSTRUCTION]**
 - \$10,000 per occurrence **[up to \$150 million]**, \$25,000 per occurrence **[for \$150 million and up]**
 - [RENOVATION]**
 - \$25,000 per occurrence **[up to \$150 million]**, \$ 50,000 per occurrence **[for \$150 million and up]**
 - [HABITATIONAL*]**
 - \$25,000 per occurrence **[up to \$150 million]**, **[Contract RM for \$150 million and up deductibles]**
 - Water related damages (other than Flood):
 - [NON-HABITATIONAL*]**
 - \$25,000 per occurrence **[up to \$50 million]**, \$50,000 per occurrence **[\$50 million to \$150 million]**, \$250,000 per occurrence **[for \$150 million and up]**
 - [HABITATIONAL*]**
 - \$100,000 per occurrence **[up to \$75 million]**, \$250,000 per occurrence **[for \$75 million and up]**
 - **[*Habitational = Assisted living complex, student housing, apartments, condos, & hotels. Does not include hospitals or jails.]**
 - **[Deductibles will be listed on BR quotes received by project team.]**
- [IF OWNER PROVIDED BR, INSERT OWNER DEDUCTIBLES]**

*** DRAFT***

DUNN RESERVES RIGHTS TO REVISE THIS AGREEMENT UPON NEGOTIATION OF THE PRIME CONTRACT.

DRAFT

*** DRAFT***

DUNN RESERVES RIGHTS TO REVISE THIS AGREEMENT UPON NEGOTIATION OF THE PRIME CONTRACT.

Exhibit F: General Requirements

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

LEGAL TO INSERT ANY GENERAL SCOPE ITEMS IF NOT COVERED ELSEWHERE IN THE SUBCONTRACT DOCUMENTS

IF THERE ARE NONE, INSERT "NONE"

IF GENERAL SCOPE ITEMS ARE COVERED ELSEWHERE, STATE "AS SET FORTH IN _____" REFERENCING A SUBCONTRACT DOCUMENT INCORPORATED VIA EXHIBIT A LIKE "THE PROJECT MANUAL DATED ____" OR "THE FRONT END ISSUED BY CONTRACTOR DATED _____"

DRAFT

SECTION 00 53 00
MATERIAL AND EQUIPMENT CONTRACT

The M&E Contract may be modified from the form included to reflect Project-specific provisions required by the Owner. Otherwise, the M&E Contract shall not be changed from the form that is included. The Bidder shall include in its Bid all costs associated with executing the M&E Contract unconditionally and as provided in this Section.

MATERIALS AND EQUIPMENT CONTRACT

This Contract, dated _____, is made by and between:

The **Contractor**: J.E. Dunn Construction Company
[Insert Office Address]

And **Supplier**: [Insert Supplier Name and Physical Address]

For the **Project**: [Insert Project Name and Physical Address]

JE Dunn Project No. _____

The **Owner** of the Project is: [Insert Owner Name and Physical Address]

The **Architect** for the Project is: [Insert Architect Name and Physical Address]

Contractor and Supplier may be collectively referred to in this Contract as the “Parties.” The Parties agree to the terms and conditions as follows:

Article I. CONTRACT DOCUMENTS

Section 1.01 The Contract Documents consist of the following documents and those documents referenced therein, which documents are incorporated by reference:

- (a) This Contract and all Exhibits attached to this Contract (collectively, the “Contract”): (i) Exhibit A: Documents Incorporated by Reference; (ii) Exhibit B: Contract Sum and Scope of Work; (iii) Exhibit C: Supplemental Conditions; and (iv) Exhibit D: Owner’s Tax Exemption;
- (b) Modifications to the Contract Documents executed by Contractor and Supplier after this Contract is signed; and
- (c) The Prime Contract, consisting of the contract between the Owner and the Contractor and the other Prime Contract Documents enumerated in or attached to the Prime Contract, as modified from time to time.

Article II. CONTRACT SUM AND SCOPE OF WORK

Section 2.01 The Supplier shall furnish and deliver to the Project the material and equipment (the “Work”) listed in Exhibit B, Contract Sum and Scope of Work, consistent with and no later than the dates established in the Contract Documents.

Article III. CHANGE ORDERS

Section 3.01 The Contractor shall pay the Supplier for the performance of the Work, subject to additions and deductions by Change Order, the Contract Sum set forth in Exhibit B.

Section 3.02 Unless Contractor authorizes a change in the work in writing, a request for payment for such change in work will not be honored.

Article IV. SALES TAX

Section 4.01 The Contract Sum includes all applicable sales tax, except to the extent there is an exemption through use of Owner's Tax Exemption as described in Exhibit D. Supplier shall be responsible to remit sales tax to the appropriate authorities and indemnify Contractor and Owner from any claims arising out of Supplier's failure to pay such tax. If the Contract Sum is subject to use tax, Supplier shall notify Contractor and Contractor will be responsible for payment of the use tax to the appropriate authorities.

Article V. PAYMENT

Section 5.01 The Contractor shall pay the Supplier monthly progress payments. Pay estimates are to be submitted in accordance with Contract Documents. Applications for monthly progress payments shall be in writing, shall state the Work in this Contract that has been satisfactorily completed, and shall be submitted to the Contractor at least five (5) business days before the date the Prime Contract requires that Contractor submit Contractor's application for payment to the Owner.

Section 5.02 The Contractor shall pay the Supplier each progress payment and the final payment under this Contract within five (5) business days after Contractor receives payment from the Owner. The amount of each progress payment to the Supplier shall be equal to the amount allowed for materials and/or equipment suitably stored by the Supplier less the aggregate of previous payments to the Supplier and less the percentage retained as provided in the Contract Documents.

Article VI. LIEN WAIVERS

Section 6.01 Before issuance of any payment, the Supplier, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Supplier's Work have been satisfied.

Article VII. WARRANTY

Section 7.01 The Supplier warrants that all materials and/or equipment furnished by it to the Project shall be new unless otherwise specified, and that all Work under this Contract shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials and/or equipment not conforming to these standards may be considered defective. Such warranty shall survive delivery and shall not be deemed waived either by reason of Contractor's acceptance of such materials or equipment, or by payment for them. Such warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

Article VIII. DEFAULT & DELAY

Section 8.01 Should the Supplier at any time refuse or neglect to supply a sufficiency of material and/or equipment of the required quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the Contractor shall be at liberty, after three (3) days written notice to the Supplier, to provide any such materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Supplier under this Contract; and if the Contractor shall deem that such refusal, neglect, or failure is sufficient grounds for such action, the Contractor shall also be at liberty to terminate this Contract and to complete the performance of this Contract; and in case of such termination, the Supplier shall not be entitled to receive any further payment under this Contract until the Work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by the Contractor, completing the Contract, such excess shall be paid by the Contractor to the Supplier; but if such expense shall exceed such unpaid balance, the Supplier shall pay the difference to the Contractor. The expense incurred by the Contractor as herein provided shall include furnishing materials and/or equipment, and any expense or other damages incurred through such default.

Section 8.02 The Supplier shall carry on its Work so as not to delay the Contractor or its subcontractors in any way, nor delay the completion and acceptance of the Project. To the extent the Contractor suffers damages or costs as a result of Supplier's performance or non-performance of the Work of this Contract, Contractor shall be entitled to assess such damages and costs against the Supplier.

Article IX. SUPPLIER'S RESPONSIBILITIES

Section 9.01 The Supplier shall be bound to the Contractor by the terms of this Contract and of the Prime Contract and shall assume toward the Contractor all the obligations and responsibilities that the Contractor, by the Prime Contract Documents, assumes toward the Owner, including, but not limited to, obligations of indemnity, and the Supplier shall

have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Prime Contract Documents, has against the Owner, insofar as applicable to this Supplier.

Section 9.02 The Supplier shall pay for all materials, equipment, and labor used in, or in connection with, the performance of this Contract and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

Section 9.03 The Supplier shall make all claims promptly to the Contractor for additional work, extensions of time, and damage for delays or otherwise, in accordance with the Contract Documents, and in any event, at least two (2) business days prior to the date that the Contractor is required to submit a claim to Owner.

Section 9.04 The Supplier shall promptly submit shop drawings and samples within the time provided in the submittal schedule provided by Contractor or as set forth in the Contract Documents, or as otherwise required in order to perform its Work efficiently, expeditiously, and in a manner that will not cause delay to the Project schedule set forth in the Contract Documents or the progress of the work of the Contractor, subcontractors, or other suppliers.

Section 9.05 The Supplier agrees to comply with the provisions of Executive Order 11246, as amended by order 11357, and Title VII of the 1964 Civil Rights Act. **Contractor is an Equal Employment Opportunity employer. As such, the requirements of 41 CFR 60-1.4(b) are incorporated by this reference, if applicable. This Contractor and Supplier shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

Section 9.06 The risk of loss for materials and equipment provided by Supplier, whether in a deliverable state or otherwise, shall remain with the Supplier until delivered to the jobsite and actually received by the Contractor, and any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Supplier, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

Section 9.07 Unless otherwise provided, all materials shipped to the jobsite in performance of this Contract shall be shipped prepaid. Failure to so ship and resultant claims by carriers against the Contractor for said shipping costs shall result in payment by Contractor for said charges and set-off against the Contract Sum.

Section 9.08 If at any time there shall be evidence of any invoice, bill, lien, or claim (hereafter "claim") in respect to this Contract for which, if not paid by the Supplier, the Contractor, the Owner, or the owner of the Project premises might become liable, the Contractor shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such claim. If, within thirty (30) days, the Supplier has failed to resolve the claim for payment, or failed to provide a bond to protect the Owner, the owner of the Project premises, and Contractor against such claim, the Contractor shall have the right to make payment on such claim out of funds due and owing the Supplier. If no such funds are available, the Supplier shall refund to the Contractor all monies that the Contractor has in good faith paid in discharging any such claim.

Section 9.09 The Contractor may, at its option, terminate this Contract upon the filing by the Supplier, or the filing against Supplier, in any court pursuant to any statute of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver of a trustee of all or a portion of Supplier's property or upon assignment by the Supplier of the Work or funds due under or through this Contract.

Article X. CONTRACTOR'S RESPONSIBILITIES

Section 10.01 The Contractor shall be bound to the Supplier by the terms of this Contract and of the Prime Contract and shall assume toward the Supplier all the obligations and responsibilities that the Owner, by the Prime Contract Documents, assumes toward the Contractor, and the Contractor shall have the benefit of all rights, remedies, and redress against the Supplier, including, but not limited to, rights of indemnity, that the Owner, by the Prime Contract Documents, has against the Contractor, insofar as applicable to this Contract, provided that where any provision of the Prime Contract Documents is inconsistent with any provision in this Contract, this Contract shall govern.

Section 10.02 The Contractor shall promptly notify the Supplier of all modifications to the Prime Contract that affect this Contract and that were issued or entered into subsequent to the execution of this Contract.

Section 10.03 The Contractor shall permit the Supplier to be present and to submit evidence in any proceeding involving its rights.

Article XI. DISPUTES

Section 11.01 All claims, disputes, and other matters in questions arising out of, or relating to, this Contract, or the breach thereof, shall be decided in the same manner and under the same procedure as provided in the Prime Contract Documents with respect to disputes between the Owner and the Contractor.

Section 11.02 This Article shall not be deemed a limitation on any rights or remedies that the Supplier may have under any Federal or State mechanics' lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by it.

Article XII. ASSIGNMENT

Section 12.01 The Supplier shall not assign this Contract without the written consent of the Contractor, nor subcontract of the whole of this Contract without the written consent of the Contractor, nor further subcontract portions of this Contract without written notification to the Contractor. The Supplier shall not assign any amounts due or to become due under this Contract without the written approval of the Contractor.

Article XIII. INSURANCE

Section 13.01 The Supplier will maintain all insurance required by the Contract Documents.

Article XIV. ELECTRONIC DOCUMENTS

Section 14.01 For this Project, Supplier agrees to use Contractor's electronic delivery and signature process facilitated by a third-party administrator. The parties acknowledge and agree that such digital/electronic signatures shall have the same legal effect as a written signature. Supplier shall be solely responsible for ensuring that an authorized representative of Supplier signs the Contract and other documents utilizing Contractor's electronic signature process. Supplier agrees not to contest the validity or enforceability of any signature provided through Contractor's electronic signature process. Supplier also agrees to the electronic delivery of the fully executed Contract and other documents in a .pdf format via email. Either party may copy this completed Contract and other documents for electronic storage in a non-editable format. Contractor and Supplier each agree that following the electronic storage of these documents, any hard copy printout of the electronically stored information will constitute an original document.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

CONTRACTOR

By: _____

Name: _____

Title: _____

License No.: _____

SUPPLIER

By: _____

Name: _____

Title: _____

License No.: _____

FEIN: _____

(if no FEIN, enter business owner SSN)

Exhibit A: Documents Incorporated by Reference

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

Supplier acknowledges that a .pdf copy of the Prime Contract and other documents listed below are available for review and copying through the Project Website established for this Project at the following link:

_____.

1. Prime Contract dated _____, including any General and Supplementary Conditions, and all exhibits and amendments thereto.
2. Contractor's Front End Documents dated _____.
3. Project Manual, prepared by _____ dated _____ [including specification sections].
4. Drawings [and specifications] prepared by _____ as follows:
5. Addenda as follows:

Exhibit B: Contract Sum and Scope of Work

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

SAMPLE

Exhibit C: Supplemental Conditions

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

1. [LEGAL TO INSERT ANY ADDITIONAL FLOW DOWNS FROM THE PRIME CONTRACT, INCLUDING REFERENCE TO ANY ADDITIONAL EXHIBITS OR MODIFICATIONS TO THE ABOVE TEMPLATE.]

Exhibit D: Owner's Tax Exemption

(PROJECT NAME)
(PROJECT ADDRESS)

J.E. Dunn Construction Company Project No. _____

SAMPLE

SECTION 00 61 13
PERFORMANCE AND PAYMENT BOND FORM



Surety Company MUST provide the following:
Bond No. _____
Phone No: _____
Fax No: _____

SUBCONTRACTOR PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That _____

(Include Subcontractor's Legal Business Name and Address)
(hereinafter called "Principal"), as Principal and _____

(Include Surety's Legal Business Name and Address)

organized and existing under the laws of the state of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto J.E. Dunn Construction Company, (hereinafter called the "Obligee") in the sum of _____

_____, (\$ _____),
for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract").

by _____

(Include Name and Address of Project Owner)

for _____

(Include Name and Address of Project – NOT SCOPE) and;

WHEREAS, the Principal has entered into a written subcontract with the Obligee, dated _____, 20____
(Date of Subcontract)
to perform as Subcontractor, which Subcontract is hereby referred to and made a part hereof.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all persons (a) supplying labor, services, utilities, equipment or any other goods or services, in the prosecution of the work provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made; (b) pensions, welfare, vacation and/or supplemental employee benefit contributions payable under collective bargaining agreements with respect to person employed upon such work; (c) federal, state and local taxes and contributions required by law to be withheld or paid with respect to the employment of persons upon said work; and (d) otherwise fully indemnify and save Obligee from and against any claims or liens asserted by any party as a result of payment claimed due or concerning the subcontract, including attorney's fees and expenses, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise change its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in said Subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Or Secretary's Attest (Form Must Be Witnessed)

Witness:

Or Secretary's Attest (Form Must Be Witnessed)

(Legal Name of Principal) (Seal)

By _____
(Name & Title of Authorized Signor)

(Signature)

(Legal Name of Surety) (Seal)

By _____
(Name & Title)

* _____
(Signature)



Surety Company MUST provide the following:

Bond No. _____

Phone No: _____

Fax No: _____

SUBCONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, _____

(Include Subcontractor's Legal Business Name and Address)

(hereinafter called the "Principal") as Principal and _____

(Include Surety's Business Name and Address)

organized and existing under the laws of the state of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto J.E. Dunn Construction Company, (hereinafter called the "Obligee") in the sum of _____

_____ (\$ _____),
for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract").

by _____

(Include Name and Address of Project Owner)

for _____

and;

(Include Name and Address of Project – NOT SCOPE)

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated _____, 20 _____
(Date of Subcontract)
to perform, as Subcontractor, which Subcontract is hereby referred to and made a part hereof.

The Surety, for value received, agrees, if requested to do so by the Obligee, to perform fully all of the terms, conditions, obligations, undertakings, covenants, and agreements of the aforesaid Subcontract, as well as any duly authorized modification thereof (collectively, the "Subcontract Obligations"), if the Principal fails, neglects, or refuses to perform fully and complete the Subcontract Obligations. The Surety further agrees to commence the performance and completion of said Subcontract Obligations within ten (10) days after delivery of notice from the Obligee of the failure, neglect, or refusal of the Principal to perform and complete or cause to be performed and completed the Subcontract Obligations, and to perform and complete the same within the time required under said Subcontract (as well as any duly authorized modification thereof), as extended by the period of time elapsing between the date of such failure, neglect, or refusal of the Principal and the date of the delivery of such notice by the Obligee to the Surety. In the event the Surety does not undertake the performance or completion of the Subcontract Obligations, or cause them to be performed and completed within the time stated above, then the Obligee there upon shall have the remaining Subcontract Obligations performed and completed, Surety to remain liable hereunder for all costs and expenses, including attorney fees, at performance and completion.

It is expressly understood and acknowledged by the Surety that the term "Subcontract Obligations" in this Bond includes, but is not limited to: (i) any express or implied warranty obligations owed by the Subcontractor to the Obligee and (ii) any obligation contained in the Subcontract by which Subcontractor is to defend and/or indemnify Obligee against any losses, claims, demands or causes of action.

The Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the Subcontract or the Prime Contract, or both, or in the work to be performed, or in the specifications, or in the plans, shall in any way change the Surety's obligation on this Bond, and the Surety does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The Principal and the Surety agree that this Bond shall inure to the benefit of Obligee, its successors and assigns, and that such persons may maintain independent actions upon the Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Or Secretary's Attest (Form must be Witnessed)

Witness:

Or Secretary's Attest (Form must be Witnessed)

(Legal Name of Principal) (Seal)

By _____
(Name & Title of Authorized Signor)

(Signature)

(Legal Name of Surety) (Seal)

By _____
(Name & Title)

* _____
(Signature)

SECTION 00 62 00
SUBCONTRACTOR AND SUPPLIER PARTIAL WAIVER AND AFFIDAVIT
 (Pre-Payment/Conditional)

Subcontractor/Supplier: _____

Project: Lee's Summit Ambulatory Surgery Center **Project No.** 22053100

Property (physical address of Project): SE Blue Parkway and SE Cumberland Drive, Lee's Summit, MO 64063

Payment Application No. _____ **Payment Amount:** _____

Total Amount Paid: _____ **Subcontract Amount:** _____

Last date of work covered by the Payment Application: _____

Contractor: J.E. Dunn Construction Company

Beneficiaries: Contractor, Owner, and other parties, if any, having any interest in the Property

In consideration of the payment to be made by Contractor to the undersigned Subcontractor/Supplier in the Payment Amount set forth above for work, labor and services and/or materials furnished for the construction of the Project, the undersigned Subcontractor/Supplier, effective upon remittance of the Payment Amount and contingent upon final clearance and payment of valuable consideration of the Payment Amount and being familiar with the penalties for false certification, represents and certifies to the Beneficiaries that:

1. Subcontractor/Supplier a) irrevocably and unconditionally waives and releases the Property, Project and Beneficiaries from; and b) shall defend, indemnify and hold harmless the Property, Project, Beneficiaries, their sureties, guarantors and respective successors and assigns against
 - o any and all liens, statutory or otherwise, or rights thereof;
 - o any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and
 - o any other claims of any kind whatsoever, statutory or otherwise, except as specifically claimed in accordance with the subcontract documents
 for any and all work, labor, material or equipment furnished by or through said Subcontractor/Supplier, its sub-subcontractors, suppliers, equipment providers and laborers and anything else in connection with the agreement between Contractor and Subcontractor/Supplier ("Subcontract"), through the last date of work covered by the Payment Application except as it pertains to unpaid retainage, if any.

2. The following listed persons or entities are the Subcontractor/Supplier's only sub-subcontractors, equipment providers, materialmen or suppliers for the Project. This partial waiver, or one similar, will be required for all sub-subcontractors, equipment providers, materialmen and suppliers for each payment application. Future payments may be delayed if all documents are not submitted properly.

COMPANY NAME	CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT PAID THIS PERIOD	REMAING BALANCE LEFT ON CONTRACT
(of your material suppliers and/or subcontractors)	(if unknown, list	(cumulative	(thru date listed	

	N/A)	amount)	above)	

_____ Write "none" here if no sub-subcontractors, equipment providers, materialmen or suppliers were used on this Project.

3. Payment in full, less retainage, if any, has been made by the Subcontractor/Supplier through the period covered by all prior payments (a) to all of the Subcontractor/Supplier's sub-subcontractors, equipment providers, materialmen, suppliers and laborers, and (b) for all materials and labor used or furnished by the Subcontractor/Supplier in connection with the performance of the Subcontract, except as noted below:

COMPANY NAME (of your material suppliers and/or subcontractors not paid)	AMOUNT NOT PAID	REASON WHY AMOUNT WAS NOT PAID

4. Subcontractor/Supplier has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the Subcontract. Subcontractor/Supplier has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.
5. The undersigned is fully authorized and empowered to execute this instrument for and on behalf of said Subcontractor/Supplier and to bind it hereto and does in fact so execute this Partial Waiver and Affidavit. The undersigned acknowledges and agrees that the Beneficiaries or anyone on their behalf may and will act and rely upon this instrument in releasing any funds due or owing.
6. The remittance of the Payment Amount negotiated and/or endorsed by Subcontractor/Supplier and marked "paid" or otherwise accepted by the bank against which said remittance was drawn shall constitute conclusive proof that said Payment Application was paid and that the Payment Amount thereof was received by Subcontractor/Supplier and this Partial Waiver and Affidavit shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Subcontractor/Supplier.

Subcontractor/Supplier: _____

By: _____

Title: _____

Date: _____



State of: _____ County of: _____

On this _____ day of _____, 20____, before me personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

SECTION 00 62 00

**SUBCONTRACTOR AND SUPPLIER PARTIAL WAIVER AND AFFIDAVIT
(Post-Payment/Unconditional)**

Subcontractor/Supplier: _____

Project: Lee's Summit Ambulatory Surgery Center **Project No.** 22053100

Property (physical address of Project): SE Blue Parkway and SE Cumberland Drive, Lee's Summit, MO 64063

Payment Application No. _____ **Payment Amount:** _____

Total Amount Paid: _____ **Subcontract Amount:** _____

Last date of work covered by the Payment Application: _____

Contractor: J.E. Dunn Construction Company

Beneficiaries: Contractor, Owner, and other parties, if any, having any interest in the Property

In consideration of the payment made by Contractor to the undersigned Subcontractor/Supplier in the Payment Amount set forth above for work, labor and services and/or materials furnished for the construction of the Project, the undersigned Subcontractor/Supplier, being familiar with the penalties for false certification, represents and certifies to the Beneficiaries that:

1. Subcontractor/Supplier a) irrevocably and unconditionally waives and releases the Property, Project and Beneficiaries from; and b) shall defend, indemnify and hold harmless the Property, Project, Beneficiaries, their sureties, guarantors and respective successors and assigns against:
 - any and all liens, statutory or otherwise, or rights thereof;
 - any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and
 - any other claims of any kind whatsoever, statutory or otherwise, except as specifically claimed in accordance with the subcontract documents
 for any and all work, labor, material or equipment furnished by or through said Subcontractor/Supplier, its sub-subcontractors, suppliers, equipment providers and laborers and anything else in connection with the agreement between Contractor and Subcontractor/Supplier ("Subcontract"), through the last date of work covered by the Payment Application except as it pertains to unpaid retainage, if any.
2. The following listed persons or entities are the Subcontractor/Supplier's only sub-subcontractors, equipment providers, materialmen or suppliers for the Project. This partial waiver, or one similar, will be required for all sub-subcontractors, equipment providers, materialmen and suppliers for each payment application. Future payments may be delayed if all documents are not submitted properly.

COMPANY NAME	CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT PAID THIS PERIOD	REMAING BALANCE LEFT ON CONTRACT
(of your material suppliers and/or subcontractors)	(if unknown list	(cumulative	(thru date listed	

	N/A)	amount)	above)	

_____ Write "none" here if no sub-subcontractors, equipment providers, materialmen or suppliers were used on this Project.

3. Payment in full, less retainage, if any, has been made by the Subcontractor/Supplier through the period covered by all payments (a) to all of the Subcontractor/Supplier's sub-subcontractors, equipment providers, materialmen, suppliers and laborers, and (b) for all materials and labor used or furnished by the Subcontractor/Supplier in connection with the performance of the Subcontract, except as noted below:

COMPANY NAME (of your material suppliers and/or subcontractors not paid)	AMOUNT NOT PAID	REASON WHY AMOUNT WAS NOT PAID

4. Subcontractor/Supplier has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the Subcontract. Subcontractor/Supplier has paid, or out of the proceeds of the payment will promptly pay, all sales or use tax due and owing.
5. The undersigned is fully authorized and empowered to execute this instrument for and on behalf of said Subcontractor/Supplier and to bind it hereto and does in fact so execute this Partial Waiver and Affidavit. The undersigned acknowledges and agrees that the Beneficiaries or anyone on their behalf may and will act and rely upon this instrument in releasing any funds due or owing.

Subcontractor/Supplier: _____

By: _____

Title: _____

Date: _____

State of: _____ County of: _____

On this _____ day of _____, 20____, before me personally appeared _____,



_____ of _____,
known to me to be the person who executed this document and acknowledged to me that he/she executed
the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

**SECTION 00 62 00
BILL OF SALE**

BUYER: J.E. Dunn Construction Company
1001 Locust St., Kansas City, MO 64106

SELLER: _____

PROJECT: _____

In consideration of payments made by J.E. Dunn Construction Company ("Buyer") referenced in the agreement dated _____, 20____ receipt of which is hereby acknowledged, Seller declares and certifies that it now possesses, and does hereby grant, sell, transfer, and deliver to Buyer, all right, title and interest in the following goods, material, chattel or equipment ("Goods"):

Description of Material	Estimated Material Quantity and Cost Required for Project	In Storage Beginning of Period Quant./Dollars	Added to Storage this Billing Quant./Dollars	Removed from Storage & Shipped to Site this Period Quant./Dollars	In storage at end of Period Quant./Dollars

****As an alternative to completing the list above, include a copy or copies of invoices or other documentation providing the information requested above.****

Buyer has all rights and title to the Goods in itself and its executors, administrators and assigns forever. Seller, on behalf of itself, its successors and assigns, will warrant and defend the title to said Goods hereby sold unto Buyer, its successors and assigns, forever, against the lawful claims and demands of all persons.

Buyer shall have free access to enter Seller's premises and to take possession of and utilize, sell, lease or otherwise dispose of the Goods in such a manner as Buyer, in its sole discretion, may elect.

Seller shall mark and identify the described Goods and shall segregate from and shall not commingle such Goods with other goods held by Seller. Seller shall protect and bear the risk of loss or damage to such Goods



until final completion and acceptance by Owner in accordance with the terms of the Subcontract/M&E Agreement. Seller, on behalf of its insurance companies insuring the property against loss, waives all rights of subrogation against Buyer.

It is expressly understood and agreed that the acceptance of the Goods described herein is not a waiver of any right of action that the Buyer may have for breach of warranty or any other cause under the Subcontract or M&E Agreement with Seller or at law.

In WITNESS WHEREOF, Seller has executed this Agreement the _____ day of

_____, 20__.

Seller: _____

By: _____

Title: _____

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

Notary Public in and for said County and State

My commission expires



SECTION 00 62 00
NON-NEGOTIABLE BAILMENT RECEIPT

BAILOR: HPIII KANSAS CITY III ASC LLC
1400 N WATER ST, MILWAUKEE, WI
53202

BAILEE: Subcontractor/Supplier

LOCATION OF STORAGE: _____

The goods, equipment and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Subcontractor/Supplier, and J.E. Dunn Construction Company, as Contractor, for Work to be performed at the Lee's Summit Ambulatory Surgery Center located at SE Blue Parkway and SE Cumberland Drive, Lee's Summit, MO 64063. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

- 1. to keep said goods and materials at the above mentioned address, separate and apart from all other goods and identified as subject to this bailment,
- 2. to keep said goods and materials fully insured against all risk of physical loss or damage,
- 3. to keep said goods protected from the weather, commingling, vandalism, and/or diversion from said Project, and
- 4. to deliver said goods and materials to the Project site in conjunction with the performance of Bailee's Contract referenced above or upon the direction of Bailor or its Contractor and no other.

<u>QUANTITY</u>	<u>DESCRIPTION OF ITEM</u>

****As an alternative to completing the list above, include a separate list or other documentation providing the information requested above.****

The Bailee acknowledges that it has no ownership rights or title in, nor shall claim any lien upon, said goods and materials.

Agreed and Acknowledged:

Subcontractor/Supplier, Bailee



Dated: _____

By: _____

Authorized Signature

**SECTION 00 62 76
APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENTS G702 and G703**

Application and Certificate for Payment

TO OWNER:

PROJECT: -

APPLICATION NO: 002

Distribution to:

OWNER:

FROM CONTRACTOR:

VIA ARCHITECT:

PERIOD TO:

ARCHITECT:

CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

FIELD:

PROJECT NOS: / /

OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

2. NET CHANGE BY CHANGE ORDERS

3. CONTRACT SUM TO DATE (Line 1 ± 2)

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

5. RETAINAGE:

a. 0 % of Completed Work (Column D + E on G703)

b. 0 % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE (Line 6 from prior Certificate)

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date:

State of: Date:

County of: Date:

Subscribed and sworn to before me this day of

Notary Public: My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

\$

\$ 0.00

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

[illegible]

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(892030576)

**SECTION 00 65 00
SUBCONTRACTOR AND SUPPLIER FINAL WAIVER AND AFFIDAVIT**

(Pre-Payment/Conditional)

Subcontractor/Supplier: _____

Project: Lee's Summit Ambulatory Surgery Center **Project No.** 22053100

Property (physical address of Project): SE Blue Parkway and SE Cumberland Drive, Lee's Summit, MO 64063

Payment Application No. _____ **Payment Amount:** _____

Total Amount Paid: _____ **Subcontract Amount:** _____

Last date of work covered by the Payment Application: _____

Contractor: J.E. Dunn Construction Company

Beneficiaries: Contractor, Owner, and other parties, if any, having any interest in the Property

In consideration of the previous payments made and the final payment to be made by Contractor to the undersigned Subcontractor/Supplier for work, labor and services and/or materials furnished for the construction of the Project, the undersigned Subcontractor/Supplier, effective upon remittance of the Final Payment Amount and contingent upon final clearance and payment of valuable consideration of the Final Payment Amount and being familiar with the penalties for false certification, represents and certifies to the Beneficiaries that:

1. Subcontractor/Supplier a) irrevocably and unconditionally waives and releases the Property, Project and Beneficiaries from; and b) shall defend, indemnify and hold harmless the Property, Project, Beneficiaries, their sureties, guarantors and respective successors and assigns against:
 - any and all liens, statutory or otherwise, or rights thereof;
 - any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and
 - any other claims of any kind whatsoever, statutory or otherwise, except as specifically claimed in accordance with the subcontract documents.

for any and all work, labor, material or equipment furnished by or through said Subcontractor/Supplier, its sub-subcontractors, suppliers, equipment providers and laborers and anything else in connection with the agreement between Contractor and Subcontractor/Supplier ("Subcontract"), Property and Project.
2. The following listed persons or entities are the Subcontractor's or Supplier's only sub-subcontractors, equipment providers, materialmen or suppliers for the Project. This final waiver, or one similar, will be required for all sub-subcontractors, equipment providers, materialmen and suppliers. Final payment may be delayed if all documents are not submitted properly.

COMPANY NAME	CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT PAID THIS PERIOD	REMAING BALANCE LEFT ON CONTRACT
(of your material suppliers				

and/or subcontractors)	(if unknown list N/A)	(cumulative amount)	(thru date listed above)	

_____ Write "none" here if no sub-subcontractors, equipment providers, materialmen or suppliers were used on this Project.

3. The previous amounts paid and the Final Payment Amount requested for the work and labor performed and material and equipment supplied on the Project represents the actual value of work and material provided under the terms of the Subcontract and all authorized changes thereto concerning work to be performed on the Property.
4. Payment in full has been made by the Subcontractor/Supplier through the periods covered by all prior payment applications (a) to all of the Subcontractor's or Supplier's sub-subcontractors, equipment providers, materialmen, suppliers and laborers, and (b) for all materials and labor used or furnished by the Subcontractor/Supplier in connection with the performance of the Subcontract, except as noted below:

COMPANY NAME (of your material suppliers and/or subcontractors not paid)	AMOUNT NOT PAID	REASON WHY AMOUNT WAS NOT PAID

5. Subcontractor/Supplier has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the Subcontract. The Subcontractor/Supplier has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.
6. The undersigned is fully authorized and empowered to execute this instrument for and on behalf of said Subcontractor/Supplier and to bind it hereto and does in fact so execute this Final Waiver & Affidavit. The undersigned acknowledges and agrees that the Beneficiaries, or anyone on their behalf, may and will act and rely upon this instrument in releasing any funds due or owing.
7. The remittance of the Final Payment Amount negotiated and/or endorsed by Subcontractor/Supplier and marked "paid" or otherwise accepted by the bank against which said Final Payment Amount was drawn shall constitute conclusive proof that said Final Payment Application was paid and that the Final Payment Amount thereof was received by Subcontractor/Supplier and this Final Waiver & Affidavit shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Subcontractor/Supplier.

Subcontractor/Supplier: _____

By: _____

Title: _____

Date: _____



State of: _____ County of: _____

On this _____ day of _____, 20____, before me personally appeared _____, _____ of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

SECTION 00 65 00
SUBCONTRACTOR AND SUPPLIER FINAL WAIVER AND AFFIDAVIT

(Post-Payment/Unconditional)

Subcontractor/Supplier: _____

Project: Lee's Summit Ambulatory Surgery Center **Project No.** 22053100

Property (physical address of Project): SE Blue Parkway and SE Cumberland Drive, Lee's Summit, MO 64063

Payment Application No. _____ **Payment Amount:** _____

Total Amount Paid: _____ **Subcontract Amount:** _____

Last date of work covered by the Payment Application: _____

Contractor: J.E. Dunn Construction Company

Beneficiaries: Contractor, Owner, and other parties, if any, having any interest in the Property

In consideration of the payments made of the Final Payment Amount and all previous payment amounts by Contractor to the undersigned Subcontractor/Supplier for work, labor and services and/or materials furnished for the construction of the Project, the undersigned Subcontractor/Supplier, being familiar with the penalties for false certification, represents and certifies to the Beneficiaries that:

1. Subcontractor/Supplier a) irrevocably and unconditionally waives and releases the Property, Project and Beneficiaries from; and b) shall defend, indemnify and hold harmless the Property, Project, Beneficiaries, their sureties, guarantors and respective successors and assigns against:

- any and all liens, statutory or otherwise, or rights thereof;
- any and all obligations under any bond or guaranty for payment furnished to or by the Beneficiaries, whether pursuant to an agreement or required by law; and
- any other claims of any kind whatsoever, statutory or otherwise, except as specifically claimed in accordance with the subcontract documents.

for any and all work, labor, material or equipment furnished by or through said Subcontractor/Supplier, its sub-subcontractors, suppliers, equipment providers and laborers and anything else in connection with the agreement between Contractor and Subcontractor/Supplier ("Subcontract"), Property and Project.

2. The following listed persons or entities are the Subcontractor's or Supplier's only sub-subcontractors, equipment providers, materialmen or suppliers for the Project. This final waiver, or one similar, will be required for all sub-subcontractors, equipment providers, materialmen and suppliers.

COMPANY NAME	CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT PAID THIS PERIOD	REMAING BALANCE LEFT ON CONTRACT
(of your material suppliers and/or subcontractors)	(if unknown list	(cumulative	(thru date listed	

	N/A)	amount)	above)	

_____ Write "none" here if no sub-subcontractors, equipment providers, materialmen or suppliers were used on this Project.

3. The Final Payment Amount and all previous payment amounts for the work and labor performed and material and equipment supplied on the Project represents the actual value of work and material provided under the terms of the Subcontract and all authorized changes thereto concerning work to be performed on the Property.

4. Payment in full has been made by the Subcontractor/Supplier through the periods covered by all prior payment applications (a) to all of the Subcontractor's or Supplier's sub-subcontractors, equipment providers, materialmen, suppliers and laborers, and (b) for all materials and labor used or furnished by the Subcontractor/Supplier in connection with the performance of the Subcontract, except as noted below:

COMPANY NAME (of your material suppliers and/or subcontractors not paid)	AMOUNT NOT PAID	REASON WHY AMOUNT WAS NOT PAID

5. Subcontractor/Supplier has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the Subcontract. The Subcontractor/Supplier has paid, or out of the proceeds of this payment will promptly pay, all sales or use tax due and owing.

6. The undersigned is fully authorized and empowered to execute this instrument for and on behalf of said Subcontractor/Supplier and to bind it hereto and does in fact so execute this Final Waiver & Affidavit. The undersigned acknowledges and agrees that the Beneficiaries, or anyone on their behalf, may and will act and rely upon this instrument in releasing any funds due or owing.

Subcontractor/Supplier: _____

By: _____

Title: _____

Date: _____

State of: _____ County of: _____



On this _____ day of _____, 20____, before me
personally appeared _____,
_____ of _____,
known to me to be the person who executed this document and acknowledged to me that he/she executed
the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires

**SECTION 00 72 00
GENERAL CONDITIONS**

The AIA A201 shall serve as the General Conditions of the Contract.

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SECTION 00 73 00 SPECIFIC PROJECT REQUIREMENTS

I. GENERAL

- A. All Work required by these Specific Project Requirements shall be included in the Subcontract Documents. In case of conflicts between the Specific Project Requirements and other Subcontract Documents, the more stringent requirements shall govern as determined and directed by the Contractor.
- B. Subcontractor will be required to attend preconstruction meetings, progress meetings and other meetings to review the Project. Items to be discussed during the progress meetings shall include, but are not limited to, schedule, safety, coordination issues, quality, security, RFIs, and changes to the Work, as set forth below.

II. WORK HOURS

- A. Normal working hours on the Project are Monday through Friday, 7:30 a.m. to 4:00 p.m. Contractor has the right to amend work hours as required or necessary to maintain Project schedule or as seasonal and/or site work conditions warrant.

III. ELECTRONIC PROJECT CORRESPONDENCE AND COMMUNICATION

- A. Project communications and correspondence will occur electronically. This will include all Project correspondence, meeting minutes, change documents, schedules, payment applications, submittals, and any other communications.
- B. Subcontractors will be required to have internet access and to maintain an email address (of sufficient file size to receive drawings and .pdf files) for the purpose of managing communication and documents during the construction stage.
- C. A Project Web site will be used for purposes of managing communication and documents during the construction stage.
- D. Subcontractors will be required to utilize online collaboration software to input, respond and/or update information as required for jobsite observations and issue tracking and resolution such as safety audits, quality documentation, punch lists and coordination of commissioning activities. Use of this software may require administration through field tablet or mobile devices provided by the Subcontractor for associated activities.

IV. BUILDING INFORMATION AND OTHER ELECTRONIC DATA

- A. The Architect and Contractor may utilize and provide the Subcontractor Building Information Modeling or other electronic data ("Electronic Data") for use in the Subcontractor's Work during the course of the Project.
- B. The Electronic Data will be provided for informational purposes only. Subcontractor cannot not use or attempt to use the Electronic Data for any other project or purpose other than in connection with this Project.
- C. The Electronic Data shall not replace or supersede the record copy set of the Drawings and other Subcontract Documents ("Record Documents"). In the event of a conflict between the Record Documents and the Electronic Data, the Record Documents shall govern.
- D. Prior to receiving any Electronic Data, Subcontractor will be required to complete and execute the Electronic Data Release included as Attachment A to this section or the

Release required by the Architect if obtaining Electronic Data directly from the Architect or other design professional.

- E. See the attached 3D BIM Models Coordination Program included as Attachment B to this section.
- F. Subcontractor shall pay any fees for electronic files as defined in other Sections.

V. SUBMITTALS

- A. Refer to Division 01, Section "Submittal Procedure" for Specific Contract Requirements Regarding Submittals.
- B. Subcontractors are to submit all Shop Drawings, Product Data, and Samples ("Submittals") to the Contractor bearing the Subcontractor's stamp indicating conformance to the Subcontract Documents and shall be signed by Subcontractor's representative.
- C. Subcontractor is to submit the following to the Contractor:
 - 1. Shop Drawings - in PDF format via electronic files.
 - 2. Product Data - in PDF format via electronic files.
 - 3. Samples - 3 each of each differing type.
 - 4. Coordination Drawings - in PDF format via electronic files.
- D. Contractor will return to the subcontractor:
 - 1. Shop Drawings - in PDF format via electronic files.
 - 2. Product Data - in PDF format via electronic files.
 - 3. Samples - 1 each of each differing type.
- E. Subcontractor is required to forward Submittals to Contractor in a timely fashion for Contractor and Architect's review so as to maintain the Project Schedule. If a Submittal requires expediting to maintain the Project Schedule, a return date needs to be so noted on the transmittal.
- F. Subcontractor is to forward all Submittals and Shop Drawings in electronic format – hard copies will not be accepted. Samples are to be clearly marked indicating appropriate information. All Submittals forwarded to Contractor are to be accompanied by a transmittal form/letter indicating quantity and description of information provided.

VI. RECORD DOCUMENTS

- A. Refer to Division 01, Section "Submittal Procedures" for specific requirements regarding Submittals.
- B. The Subcontractor is required to maintain at the Project site for the Contractor's and Owner's review current versions of the following:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders
 - 5. Other Change Directives
 - 6. Approved Shop Drawings, Product Data and Samples
 - 7. Field Test Reports
 - 8. Meeting Notes
- C. Subcontractors will provide electronic redline Drawings, Specifications, Submittals, and other Subcontract Documents with "As-Built" information and return to the Contractor via

CD or in PDF format via electronic files when the Subcontractor is substantially complete with its Work.

VII. PAYMENT PROCEDURES

- A. Refer to Division 01, Section "Payment Procedures" for specific contract requirements regarding Payment Procedures.
- B. Schedule of Values
 - 1. The Subcontractor will submit to the Contractor a Schedule of Values that includes all major categories of its Work. Dollar amounts are to include all labor, material, overhead and profit applicable to each item in the breakdown. Submit an electronic Project Schedule of Values on an AIA Form G703 - Application and Certificate of Payment Continuation Sheet.
 - 2. Submit an electronic Schedule of Values values satisfactory to Contractor not more than fifteen (15) days from the date Subcontractor executes its Subcontract. The Schedule of Values shall list the installed value of the component parts of the Work, broken down in sufficient detail to serve as a basis for computing values for progress payments during construction. The Schedule of Values should be broken down by area, building, floor, or other applicable section, in sufficient detail to evaluate progress payments. No payments will be processed prior to receipt of an approved Schedule of Values.
 - 3. Add approved Change Orders to the electronic Schedule of Values for submission with each Application for Payment. List Change Orders in numerical sequence with a brief description of the change, with a reference to Contractor's Change Order Number.
 - 4. No progress payments will be made until the electronic Schedule of Values has been received, reviewed and approved by the Contractor. The costs assigned to the breakdown are to total the Subcontract Sum. The approved Schedule of Values is to be used by the Subcontractor on all Applications for Payment.
- C. Application for Progress Payments
 - 1. At a time consistent with the requirements of this section and the Subcontract Documents, and for each calendar month during the progress of the Work, the Subcontractor shall submit a properly notarized itemized Application for Payment prepared in a manner consistent with the Schedule of Values.
 - 2. The amount shown on the Application for Payment shall be established by adding the value of Work completed through the last day of the application period based upon the Subcontractor's estimate of labor and materials to be incorporated in the Work by that date, and the value of the material/equipment suitably stored in accordance with the Subcontract Documents, less the aggregate of previous payments, and less the retainage as specified in the Subcontract.
 - 3. The form of application for payment shall be the AIA Document G702, "Application and Certificate for Payment", supported by AIA Document G703, "Continuation Sheet".
 - 4. Application Form. To sufficiently complete this form, the Subcontractor shall:
 - a. Fill in all required information, including that for Change Orders executed prior to the date of submittal application.
 - b. Fill in the summary of dollar values to agree with the respective totals

- indicated on the continuation sheet.
- c. Execute certificate with the signature of a responsible officer of the Subcontractor's company.
- 5. Continuation Sheets. To sufficiently complete this form, the Subcontractor shall:
 - a. Fill in total list of all scheduled component items of Work, with each number and the scheduled dollar value of each item.
 - b. Fill in the dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified in the Schedule of Values.
 - c. List each Change Order executed prior to the date of submission, at the end of the continuation sheets. List by Change Order number, proceed order number, description, and breakdown of costs as for an original component item of Work.
- 6. Substantiating Data for Progress Payments
 - a. Substantiating data is required to verify a payment request. Subcontractors are to include a cover letter identifying the:
 - i. Project.
 - ii. Application number and date.
 - iii. Detailed list of enclosures.
 - iv. In order to bill for stored materials, Subcontractor is required to provide certain documentation and adhere to specific procedures as follows:
 - o Subcontractor shall mark and identify the subject materials and/or equipment and shall segregate from and shall not commingle such goods with other goods held by the Subcontractor. Provide photographic evidence to Contractor of said stored materials.
 - o Subcontractor shall submit evidence of insurance coverage on the material and/or equipment while stored at its warehouse or other approved facilities, naming Contractor, the Owner, or any other parties required by the Subcontract as Additional Insureds.
 - o Subcontractor shall complete and submit a Bill of Sale form endorsed by a corporate officer or owner. The validity of the Bill of Sale is subject to Subcontractor's receipt of payment as referred to therein. A copy of the Bill of Sale is included in Section 00 62 00.
 - o Subcontractor shall complete and submit a Non-Negotiable Bailment Receipt. A copy of the approved Non-Negotiable Bailment Receipt is included in Section 00 62 00.
 - b. Submit one copy of the data cover letter for each of the applications.
 - c. Applications for Payment shall be accompanied by cost breakdowns from the sub-subcontractors, the previous billing month's waivers from the sub-subcontractors and material suppliers, as applicable.
 - d. When the Contractor finds the application properly completed and correct, it will transmit two (2) Certificates for Payment to the Architect to be certified for payment.
 - e. Payment Application Documents:
 - i. Cover Letter

- ii. G702 and G703
- iii. Subcontractor And Supplier Partial Waiver And Affidavit
- iv. Non-Negotiable Bailment Receipt (if stored material is being billed)
- v. Bill of Sale (if stored material is being billed)
- vi. Evidence of Insurance covering the stored material.

D. Application for Final Payment

- 1. Submit final Application for Payment following the procedures specified above for progress payments as set forth in the Subcontract Documents.
- 2. Before submitting a final Application for Payment, the Subcontractor will be required to forward to the Contractor for submittal to the Architect, the written warranties and guarantees, Record and Information Manuals, and other documents required by the Subcontract Documents, and placed properly in approved storage at the site the extra stock and spare parts specified. Subcontractor will obtain the signature of the Contractor verifying receipt of the extra stock and spare parts.
- 3. Properly executed "Subcontractor And Supplier Final Waiver And Affidavit" shall be submitted to the Contractor in duplicate prior to final payment.

VIII. CHANGES AND/OR CLARIFICATIONS

A. Request for Information (RFI)

- 1. If during the construction of the Project, clarification of the documents is required, it shall be brought to the attention of the Contractor. (Refer to Division 01, Section "Project Management and Coordination" for specific requirements regarding RFI's.).
- 2. The Contractor will either provide clarification or forward a Request for Information (RFI) to the Architect. These RFI's shall be dated and sequentially numbered. The Architect shall provide its written response to the RFI and return to the Contractor for distribution to all affected subcontractors or suppliers.
- 3. If the RFI requires additional compensation, a response to an RFI is not an authorization to proceed with work. If additional compensation is required, the Subcontractor shall immediately advise the Contractor who will review the item with the Architect and Owner to determine if a Proposal Request will be issued.

B. Minor Changes in the Work

- 1. Refer to Division 01 Section "Contract Modification Procedures" for specific requirements regarding minor changes in the Work. Prior to proceeding with any work described in an Architect's Supplemental Instructions (ASI), the Subcontractor or Supplier shall confirm that these will not impact the cost or schedule. Proceeding with such work without confirmation will be deemed a waiver of Subcontractor's or Supplier's right to claim additional cost or time associated with the Minor Change in Work.

C. Proposal Request (PR)

- 1. Should the Owner contemplate making a change in the Work, the Architect will issue a Proposal Request (PR) to the Contractor. (Refer to Division 01, Section "Contract Modification Procedures" for specific Contract requirements regarding Proposal Requests.)
- 2. All PR's will be reviewed and forwarded to the affected Subcontractors and Suppliers for review. Each Subcontractor will determine if the PR affects its Scope

of Work. If the described change impacts cost and/or time, the Subcontractor or Supplier shall immediately prepare a proposal for submission to the Contractor. The Subcontractor's proposal shall be broken down completely so as to identify all quantities and associated unit costs (both adds and deducts). The Contractor will review the pricing with the Owner and Architect to determine if a change order will be issued. Subcontractors are not to proceed with additional work until written authorization has been received.

D. Change Orders (CO)

1. If the Owner determines that a Proposal Request will be accepted, the Architect will prepare a Change Order (CO) which will be dated and numbered sequentially. (Refer to Division 01, Section "Contract Modification Procedures" for specific Contract requirements regarding Change Orders.).
2. The Change Order will describe the change or changes, will refer to the Proposal Request and proposal number, and will be signed by the Owner, the Architect and the Contractor.

E. Construction Change Directives (CCD)

1. Refer to Division 01, Section "Contract Modification Procedures" and other Subcontract Documents for specific Contract requirements regarding Construction Change Directives (CCD). Construction Change Directive instructs the Contractor to proceed with a change in the Work prior to concluding Contract adjustment negotiations.

F. Submission of Proposals for Change Order - Follow other Subcontract Document requirements if more stringent than the requirements listed in this section.

1. Labor Rate Breakdown:

- a. Base Rate Calculation: All Subcontractors will be required to substantiate all labor rates (for all skill levels and tradesmen) as actual cost plus allowable overhead and profit, prior to submitting change order pricing. Breakdowns shall include: base labor rate, fringes, union dues, payroll taxes and insurance. Any item not falling into one of these categories will be considered overhead and shall be included in the fee limits listed below.
- b. Premium on Overtime Rate Calculation: In the event overtime Work is requested by the Contractor (not required by the Subcontract Documents or due to the fault of the Subcontractor), the premium on the overtime rate will be required to be substantiated as actual cost plus allowable overhead and profit. Breakdowns shall include: half of base labor rate, only the overtime premium portion of any applicable union fringes, and payroll taxes and insurance (excluding workers compensation insurance which is not paid on the premium portion of overtime). Any item not falling into one of these categories will be considered overhead and shall be included in the fee limits listed below.

2. Method of Proposal:

- a. Comply with the requirements of this section and all other contract requirements.
- b. Include a direct reference to the change document in the proposal description. If the request is not linked to a change document, a full and thorough description of the Work and the reason for the change order request

is required. Change requests not in this format will not be reviewed.

- c. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- d. Indicate applicable taxes, delivery charges, equipment rental (rates and hours), and amounts of trade discounts.
- e. Include costs of labor and supervision (as allowed by contract provisions) directly attributable to the change. Provide crew information including, labor rate for each skill level and trade, number of man-hours including estimating program back-up substantiating those hours.
- f. Provide proposal detail and estimate which defines the type or area of Work (for example, Concrete: concrete walls, grade beams, piers, sidewalks, and so on; Drywall: metal studs, rock, finishing, and so on).
- g. Include substantiating back-up from second tier Subcontractors and Material Suppliers equal to the requirements of the Subcontractor proposal as described in this section.
- h. Include all fee itemized separate from the detail described herein and in the limits described in this section.
- i. Include an updated Subcontractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Subcontract Time.
- j. Review and approval of a Subcontractors proposal for change order does not alleviate Subcontractors responsibility to provide accurate estimating, i.e. acceptance of pricing does not constitute acceptance of quantities, unit prices, man-hours, or other items.

3. Fee Limits:

- a. Fee includes all general requirements, all supervision (including Project management and general on site supervision), overhead and profit.
- b. The following fee percentages shall be used for lump sum pricing and actual cost pricing of additions and deletions to the Work:
 - i. To Subcontractor for Work performed by its own forces: not to exceed 10%
 - ii. To Subcontractor for Work performed by other than its own forces: not to exceed 5%
 - iii. To second tier subcontractor/material supplier for Work performed by its own forces: not to exceed 10%
 - iv. To second tier subcontractor/material supplier for Work performed by other than its own forces: not to exceed 5%

4. Pricing Validation:

- a. If the Work associated with a Subcontractor requested change order is performed, and in the opinion of the Owner, Architect, or Contractor, the Work does not adequately reflect the breakdown provided during pricing of the change, the Subcontractor may be asked and shall be required to substantiate man-hours, equipment, quantity, and any other item, to validate the change order pricing.

IX. PROJECT MEETINGS

A. Preconstruction Conference

1. Contractor will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.
 - a. The conference will be conducted to review responsibilities and personnel assignments.
 - b. Authorized representatives of Owner, Contractor, Architect, and their consultants; Subcontractor(s) and their superintendent; major sub-subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - c. Contractor will discuss items of significance such as administrative items, procedural issues, site usage and requirements, schedule, jobsite rules and regulations, and any other pertinent items.

B. Progress Meetings

1. Progress Meetings, chaired by the Contractor, will be held regularly, on a weekly or bi-weekly basis as required to support the schedule. Attendance by the Subcontractor's onsite superintendent will be mandatory; however, an authorized representative of the Subcontractor, who can make decisions on the Subcontractors' behalf, must be present. At the direction of the Contractor, Subcontractor's key suppliers, sub-subcontractors and supervisors will be required to participate in the coordination and discussions and give summary reports of their activities.
2. The progress meeting gives the Subcontractor the opportunity to discuss with the Contractor any problems or potential problems arising out of the Project. Each Subcontractor shall attend progress meetings as requested by the Contractor and shall come to the meeting prepared to discuss its Work status and how it relates to the Project schedule.
3. The Project schedule will be updated by the Contractor as indicated in the Project Manual and presented at the progress meetings. Each Subcontractor will be expected to discuss, as a minimum, the status of shop drawings, material and equipment delivery, job progress and quality control.
4. Refer to Division 01, Section "Project Management and Coordination" for additional contract requirements regarding meetings.

C. Pre-Installation Conference

1. Contractor will conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
2. Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. All Contractors (including field superintendents and/or foremen) performing or directly affected by a particular Scope of Work will be required to attend.
3. Contractor will prepare the meeting agenda. Items for discussion will include review progress of other construction activities and preparations for the particular activity under consideration. Specific items include the following:

1. Clear understanding of material installation means, methods, and procedures,
2. Clear understanding of contract document requirements,
3. Coordination and sequencing of installation among applicable trades,
4. Identify instances of detailing which require modification to meet applicable manufacturer's or industry standards for installation,
5. Confirmation of material compatibility, and
6. Confirmation of quality control checklist and agreed-upon frequency for use of such checklist.

D. Coordination Meetings

1. Contractor may conduct additional Project coordination meetings as needed to resolve issues or coordinate upcoming Work. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

E. MEP Overhead Coordination Meetings

1. Contractor shall host MEP overhead coordination meetings as required by this Section. While the MEP Subcontractor(s) shall have primary responsibility, all Subcontractors whose Work impacts or is impacted by the MEP work will be required to attend applicable meetings
2. Subcontractors shall comply with the coordination program identified in Attachment B to this Section.

X. PROGRESS SCHEDULE

- A. Contractor will prepare a critical path schedule for construction including actual construction activities, submittals for major components, procurement of materials and equipment, and testing of major building systems and periodically update the progress schedule throughout the Project. (Refer to Division 01, Section "Project Management and Coordination" for specific contract requirements regarding scheduling.)
- B. Each Subcontractor is to submit within seven (7) calendar days after receiving its Notice to Proceed and prior to the preconstruction meeting, a schedule indicating durations for submittals, fabrication, delivery and installation of the components for its Scope of Work. This information will be utilized in the completion of the progress schedule presented at the progress meeting.
- C. As changes occur in the schedule information provided by the Subcontractors, the Subcontractor is responsible for forwarding the information to the Contractor immediately. The Contractor will utilize this information in issuing updates to the progress schedule.
- D. The Subcontractor it will substantially complete the Work in accordance with the schedule developed by the Contractor. A construction milestone schedule has been included in Section 00 31 00. A detailed Project schedule is available at Contractor's office and is available for review by all Subcontractors.
- E. The Subcontractor hereby agrees to commence Work under the Contract within seven (7) days after the date of a Notice to Proceed, unless otherwise stipulated in that notice.
- F. Substantial Completion of the Work: The Subcontractor will have the Work ready for either the following subcontractor's work or the final inspection and Owner's acceptance within the time limit stated in the Schedule and as defined in the scopes of Work (reference Section 00 24 00).

XI. LEAN CONSTRUCTION

- A. This Project will be built using a lean approach. Contractor will implement a number of tools that promote and support a lean philosophy and approach which may include, but are not limited to, the Last Planner® System, 5S, continuous improvement programs, lessons learned (Do Again/Do Better), BIM, prefabrication, 5-Why Root Cause Analysis, and other such tools. Subcontractors will be required to participate in one or more Lean Training Sessions that will introduce and train on Contractor's lean approach and these tools. Subcontractors may be required to implement any and all lean tools on the Project. All field foremen/supervisors actively supervising the Work on this Project will be required to attend the lean meetings on site. The cost and time associated with attending lean training and meetings and implementing lean tools are to be included in Subcontractor's Bid and/or Subcontract Sum. Lean construction practices are only effective with complete participation by all subcontractors. Subcontractor's full participation is required for the mutual benefit of Contractor and all subcontractors.
- B. Last Planner System
 - 1. This Project practices the Last Planner® System. For each schedule milestone, Contractor will conduct a collaborative, phase pull plan session to build the plan to reach that schedule milestone. All field foremen/supervisors and Project managers for Subcontractors and Suppliers must attend every such session where that Subcontractor or Supplier's Work is implicated.
 - 2. At least three (3) weeks prior to starting Subcontractor's Scope of Work on the Project, it is mandatory that Subcontractor's key office and field staff attend weekly planning sessions. Once Subcontractor's Work has commenced, Subcontractor will be required to have its field foreman/supervisor attend the weekly planning meeting to proactively coordinate schedules with the other subcontractors and suppliers. Planning meetings will be conducted by Contractor's Project superintendent at the jobsite.
 - 3. Fifteen (15) minute daily stand-up coordination meetings are held on-site. All foremen working on site are required to attend.
 - 4. Use of the Last Planner system may result in adjustment or advancement of the Project schedule resulting from subcontractor coordination and planning. Subcontractors are to support any adjustments and advancements in the Project schedule as a result of Last Planner with compensatory shifting of manpower and material resources.

XII. GENERAL REQUIREMENTS FOR WORKMANSHIP

- A. Manufacturer's requirements shall be strictly followed for storage, preparation, installation, cleaning, protecting and testing of all products and materials except where specific requirements included in appropriate Sections in Division 01 through Division 49 exceed those requirements. Where conflicts between manufacturer's requirements and Subcontract Documents occur, Subcontractor shall notify Contractor and request resolution prior to proceeding.
- B. The Subcontractor is required to inspect jobsite, coordinate with other trades and field verify dimensions where applicable prior to fabricating product or material.
- C. Manufacturer's requirements and industry standards are to be followed in regards to the

- effect of temperature, UV exposure, moisture and humidity on products and materials. Manufacturer's installation instructions shall be available on-site during construction.
- D. Materials and equipment are to be installed plumb, level and true, with uniform joints and edge conditions, tight seams and neatly fitting adjoining materials, unless specifically shown otherwise.
- E. Materials and equipment are to be installed as dimensioned on the drawings. If dimensions or height are not dimensioned on the drawings, Subcontractor is to issue a RFI to the Contractor requesting location of item in question.
- F. Cleaning of materials and equipment shall be completed in a manner as not to damage the finish.
- G. Equipment and material shall be protected by Subcontractor following installation with labels intact until final cleaning.

XIII. GENERAL REQUIREMENTS FOR PRODUCTS AND MATERIALS

- A. Refer to Division 01, Section "Product Requirements" for specific Contract requirements regarding product selection.
- B. Refer to Division 01, Section "Substitution Procedures" for specific Contract requirements regarding substitutions.

XIV. QUALITY CONTROL AND INSPECTIONS

- A. Refer to Division 01, Section "Testing & Inspection Services" for specific Contract requirements regarding testing and inspections.
- B. The Subcontractor shall advise the Contractor's on-site field superintendent of all scheduled tests two (2) working days in advance.
- C. The Subcontractor's quality control representative will review Subcontractor's Drawings, procurement documents and contracts to ensure that the technical information provided and all Work performed is in accordance with the latest revision of the Subcontract Documents. These documents shall be updated to reflect all changes made through Addenda, Change Orders and Requests for Information.
- D. The Subcontractor's quality control representative will perform an inspection upon receipt at the site, of all materials, equipment and supplies. Items which are damaged or not in conformance with the respective Submittals, quality standards, Subcontract Documents, contract drawings and Specifications, will be identified and segregated from accepted items. Items thus identified will not be incorporated into the Work until corrective action, acceptable to the Contractor and Architect is completed.
- E. The Subcontractor is responsible for the quality of the Work performed by its work force and its sub-subcontractors, as well as the quality of the material, equipment and supplies furnished by the Subcontractor to be incorporated into the Work. The Subcontractor will designate a quality control representative who will be on site at all times when Work is in progress.
- F. As determined by the Contractor, the Subcontractor shall submit a quality control plan for review and approval before Work can commence. The plan shall describe measurements, inspections, and tests required to ensure conformance with Project quality requirements. The plan shall include quality control inspection checklist with the anticipated frequency field verification. Checklist shall be uploaded and utilized through the Project's web-based collaboration software.

XV. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Personnel and Materials Hoisting

1. Crane: The Contractor will not provide a crane for materials hoisting.
2. Vertical material and personnel management: The Contractor will not provide a personnel hoist or scaffold stairs.
3. Horizontal material management: The Contractor will not provide a forklift or other equipment to move material around the site.
4. Scaffolding: The Subcontractor shall provide all scaffolding (unless noted otherwise) required to complete its Work.
5. Lifts: The Subcontractor shall provide all lifts and other necessary equipment (unless noted otherwise) required to complete its Work.
6. Temporary Elevator Use: N/A
7. Temporary Stairs: N/A
8. Existing Stair Usage: N/A

B. Disposal and Trash Removal

1. The Contractor will provide dumpsters for Subcontractors use. Dumpsters may be allocated by material type. Subcontractor is responsible to sort debris to appropriate dumpster.
2. Subcontractor will clean up and remove to designated points at the site, daily and as directed by the Contractor, all rubbish and debris resulting from the Subcontractor's Work and shall clean up its Work to the satisfaction of the Contractor.
3. Subcontractor shall maintain (1) laborer for clean-up purposes for every eight (8) workers on site (including second-tier subcontractors), or ratio thereof.
4. In the event the Subcontractor fails to clean up in accordance with the directions, the Contractor, after twenty-four (24) hours written notice to the Subcontractor, reserves the right to arrange otherwise for the clean up to be done and charge the Subcontractor the cost.
5. Subcontractors shall ensure that all boxes, cartons, or other packaging are crushed to the minimum volume prior to placing in the trash containers or trash collection areas.
6. No paint cloths will be allowed in trash containers.
7. The disposal of any waste, effluents, trash, garbage or oil, grease, chemicals, or other such material resulting from either demolition or new Work shall be disposed of in accordance with all applicable laws and shall be subject to the approval of the Contractor.
8. Contractor will coordinate progress cleaning for joint-use areas where more than one installer has worked.
9. An area will be designated for lunch and breaks. All food or drink, other than water, consumed on site must be in this pre-approved area and all waste disposed of in trash receptacles furnished by the Contractor. All food and drink, other than water, is prohibited in any other work area.
10. All Subcontractors shall comply with the requirements of Attachment D, "Construction Waste Management and Disposal."

C. Temporary Toilets

1. Temporary toilet facilities shall be furnished, and maintained as required by Contractor. The toilets shall be in sufficient number and at various locations to accommodate the workforce. The use of these toilet facilities by all members of the workforce is mandatory.

D. Temporary Water

1. Owner will pay all water utility bills on the Project.
2. The Plumbing Subcontractor will provide and maintain temporary potable water for the other Subcontractors' use throughout the building and at the jobsite as determined by Contractor.
3. Subcontractor requiring additional temporary water service will be responsible to make arrangements for this Work through the Plumbing Subcontractor and be subject to the approval of Contractor. Associated cost of additional water service will be paid by the Subcontractor requesting the service.
4. It will be the responsibility of the Subcontractor utilizing temporary water to protect the Project against water damage. When using water, Subcontractor is required to use new materials and replace worn or broken parts. Hoses, fittings, or other parts that are leaking shall be removed. Subcontractor will be responsible for the cost of damages arising from violation of this policy.
5. Temporary water service shall be drained down and reactivated as required by the Plumbing Subcontractor to prevent freezing.
6. No bulk water will be provided.

E. Temporary HVAC

1. Temporary HVAC Work includes, but is not limited to, caps for ductwork, temporary filters and filter media, necessary equipment warranty extensions, interim controls, fire watch, temporary stand alone smoke detectors for fan shut-down, ventilation and humidity control, monitoring of temperature and humidity, manual control of dampers (if required) and final clean-up of mechanical systems upon completion of construction work.
2. Ventilation and humidity control includes, but is not limited to, temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption. Relative humidity shall be controlled as required to reduce substrate moisture levels to level required to allow installation or application of finishes.
3. Heat required for specific work-oriented situations is to be provided by each subcontractor for its needs (i.e. masonry, EFIS, or other scopes). General heating for creature comfort will not be provided by the Contractor.
4. Reference Project specific temporary HVAC plan for the timeline of temporary conditioning inside the building.
5. Project Specific Temporary HVAC plan
 - a. Mechanical subcontractor shall provide temporary heat and cooling (including ventilation and humidity control) during construction maintaining temperatures and humidity conducive to installation of the specified finishes as outlined in Division 00 Section "Milestone Schedule of Construction" if required.
 - b. New and/or existing systems: The Owner will allow the use of new systems

for temporary heating and cooling. Temporary construction filters to be provided by Mechanical Contractor.

- c. Rental equipment for temporary conditioning:
 - i. If the Owner will not allow use of the existing or new systems for temporary heating and cooling (as previously defined), Contractor will provide temporary (including all equipment, fuel, and fire watch as required) to maintain both temperature and humidity. Any specific requirements for Subcontractors will be defined in the Scope of Work in section 00 24 13.
- d. Utility Charges for permanent equipment: Owner will pay for utility charges incurred as a result of operating permanent equipment for temporary HVAC.
- e. Utility Charges for rental equipment: Owner will pay for utility charges incurred as a result of operating rental equipment for temporary HVAC. Fuel charges will be the responsibility of the subcontractor providing the equipment.
- f. Monitoring: During temporary conditioning site conditions shall be monitored. The Contractor will provide data loggers to perform this function. A sling-psychrometer may also be used as they are recognized by the HVAC industry to provide accurate readings.
- g. Humidity control: A heating load may be required to control relative humidity during summer conditions. In humid climates it may be necessary to provide additional moisture removal using dehumidification systems.
- h. Mechanical Subcontractor shall coordinate electrical requirements for temporary HVAC with the Electrical Subcontractor and other affected Subcontractors.
- i. Firewatch during Temporary Conditioning/Temporary Heat: When temporary heat must be maintained during non-working hours, a competent person, agreed upon by Contractor, must be present to monitor heating equipment and take all necessary actions to prevent fire or respond to an emergency per the Contractor's Temporary Heat policy (available upon request). Each Subcontractor is responsible for any and all cost associated with this requirement as it applies to its Work. Temporary heat is defined as any heating source that is powered by electricity (all types), LP gas, kerosene, fuel oil, and natural gas.
- j. Use of permanent systems
 - i. Subcontractors shall include necessary warranty extensions for all equipment utilized during temporary HVAC.
 - ii. Equipment safeties: Mechanical subcontractor shall provide stand alone fire alarm devices for AHU shut down as required for temporary heating and cooling. Coordinate any other fire alarm requirements with the Electrical Subcontractor. Other safeties may be required if circumstances dictate, such as: a high static safety on the leaving side of the fan ahead of first fire smoke damper to protect the duct work, a low pressure static safety on return duct applications with a return fan, freeze protection along with control sequences to protect water coils. The leaving air temperature must be below dew point (approximately

fifty-five (55) degrees fahrenheit) to provide adequate moisture removal. Discharge air temperature must remain constant due to the use of 100% outside air.

- k. Reference Attachment C, "Construction Indoor Air Quality" for cleanup guidelines, ductwork cleanliness, and temporary heating and cooling guidelines for maintaining proper indoor air quality.
- l. Reference Attachment E, "Special Project Procedures for Healthcare Facilities" for infection control requirements for HVAC systems.

F. Temporary Electrical (Power, lighting, fire alarm)

1. Owner will pay usage costs for electrical power.
2. Electrical Subcontractor will furnish, install, relocate, maintain and remove all necessary temporary wiring, lighting fixtures, protective devices, distribution panels, transformers, or other such items required for construction purposes conforming to rules and regulations of OSHA as well as other agencies having local jurisdiction. Work includes electrical power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Electrical Subcontractor shall coordinate temporary power requirements for trailers, equipment, and other special needs as required to execute the Work. Reference paragraph titled "Personnel and Material Hoisting" in this section for specific equipment. Each Subcontractor shall coordinate any further special temporary electrical requirements with Electrical Subcontractor.
3. Electrical Subcontractor shall make all necessary arrangements with the utility company to provide temporary service, as required. All electrical connections must meet local code requirements.
4. All Subcontractors will be responsible for their power extension cords from the temporary panels to their Work areas. These cords shall be three wire (including ground wire) of sufficient capacity for service intended and fully approved by all governing bodies.
5. Each Subcontractor shall coordinate and pay for any further special temporary electrical requirements with the electrical subcontractor. Approval shall be provided by the Contractor.
6. Electrical Subcontractor shall provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions. Lighting shall be as required by OSHA, but not but not less than one lamp per room. Minimum footcandles as defined by OSHA shall be maintained at all times.
7. Electrical Subcontractor shall provide temporary lighting that fulfills security and protection requirements without operating entire system.
8. Additional temporary light requirements (task lighting) shall be the responsibility of individual Subcontractors.
9. When required by code or by the Owner, Electrical Subcontractor shall provide temporary fire alarm system tied into existing fire alarm control panel. This temporary system shall be completed and functional at all times. No part of the temporary system shall be used for the permanent system. Work includes removal and maintenance of the temporary system.

G. Temporary Communication Systems

1. Telephones will be provided at the site office of the Contractor. Telephones will not be provided for personal use.
2. Subcontractor shall provide radios for all supervisory personal. Radios shall be as defined by Contractor to allow for common frequency and open communication.
3. Subcontractors requiring telephone service must make their own arrangements, with the approval of Contractor.

H. Construction Fence

1. Contractor will contract to erect and maintain a construction fence around the perimeter of the site and staging area as indicated on the site access plan. Fence gates will be located to provide access/egress as determined by Contractor. Subcontractor shall not remove sections of the fence without approval from Contractor. Subcontractors granted approval to remove a portion of the construction fence will be responsible to replace and restore those sections to the satisfaction of Contractor. Reference site access plan section 00 30 00 for further detail.

I. Temporary Onsite Structures

1. Each Subcontractor shall make its own arrangements with the Contractor for office facilities as designated by the site access plan. Subcontractor shall provide, maintain and remove its own offices and storage facilities.
2. Temporary power, telephone and water service requirements to its onsite structures shall be the responsibility of the individual Subcontractors. Services will be provided to a central location per the logistics plan for use by the Subcontractors.

J. Storage

1. Onsite storage shall not be allowed except as specifically approved by the Contractor and as defined in the Scope of Work. Contractor will not assume any responsibility for any stored materials.
2. If it becomes necessary at any time during construction to move materials which are to enter into construction or equipment and barricades which have been temporarily placed, the Subcontractor furnishing these materials, equipment or barricades shall, when directed by the Contractor, move them or cause them to be moved without additional charge to the Contractor.

K. Temporary Enclosures

1. Any in progress or recently completed portions of Work requiring protection from exposure to foul weather and detrimental operations shall be protected by the Subcontractor performing that Work.

L. Fire Protection

1. Contractor will provide fire extinguishers of proper type and number as required. Subcontractor shall provide firewatch as required to perform its Work. Notify Contractor and Owner when welding, cutting or any activity that could create a fire hazard.

M. Surveying

1. Benchmarks will be established and maintained by the Contractor. Any inconsistencies found in dimensions or elevations shall be reported to the Contractor before proceeding with Work. Refer also to Division 01 for specific Contract requirements regarding layout and examination.

N. Site and Area Restrictions – Reference site access plan described in Section 00 30 00.

1. Access and egress to and from the site is under the control and direction of Contractor. All Subcontractors will be responsible for advising Contractor of their delivery schedules and will coordinate the work of various subcontractors as to minimize delays.
2. Limited Parking will be provided at the site per the site access plan.
3. Construct and maintain temporary roads, crane roads and pads, and paved areas adequate for construction operations as described in the site access plan. At a time directed by the Contractor, remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction.
Earthwork Subcontractor shall be responsible for temporary roads and/or pads specifically detailed on the site access plan. Each Subcontractor is responsible for temporary roads and/or crane roads and pads if not detailed on the site access plan as by others.
4. Traffic Controls: Each Subcontractor shall provide traffic controls for its Work. Comply with requirements of authorities having jurisdiction. Protect existing site improvements to remain including curbs, pavement, and utilities. Maintain access for fire-fighting equipment and access to fire hydrants.

O. Water and Snow Removal

1. Dewatering Facilities and Drains: Each Subcontractor will be required to maintain the Project site, excavations, and construction free of water to maintain progress of the Work. Comply with requirements of authorities having jurisdiction.
2. Pump water and push water: Each Subcontractor will be required to remove water as required to maintain progress of the Work.
3. Snow and Ice Removal: Each Subcontractor will be required to remove snow and ice as required to maintain progress of the Work. The use of calcium chloride as an aid or means to remove snow or ice will not be permitted.

P. Security and Protection Facilities Installation

1. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction and Subcontract Documents. Primary responsibility for the stormwater and erosion control will be the Earthwork Subcontractor. To the extent other Subcontractor's Work will result in additional land disturbance or affect erosion control measures in place, the subcontractor shall comply with the requirements of the Subcontract Documents and the authorities having jurisdiction.
2. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains. Primary responsibility for this Work will be the Utility Subcontractor. To the extent other Subcontractor's Work will result in additional land disturbance or affect erosion control measures in place, the subcontractor shall comply with the requirements of the Subcontract Documents and the authorities having jurisdiction.
3. Tree and Plant Protection: Earthwork Subcontractor to install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

4. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction (and as required for adequate pedestrian and traffic safety) for erecting structurally adequate barricades, including warning signs and lighting.
5. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
6. Site Security: Site security will not be provided on the Project.

XVI. SAFETY

A. General

1. Reference the Contractor's Safety Program:
https://sms.jedunn.com/safety_program
2. Safety on the Project site is a primary concern to the Owner and Contractor. Each Subcontractor is responsible for the safety and security of its employees.
3. All Subcontractors and lower tier subcontractors are required to follow all of Contractor's safety requirements, OSHA, state and local safety regulations.
4. Each Subcontractor is responsible for providing the proper training and equipment necessary to ensure that its employees follow all of Contractor's safety requirements, OSHA, state and local safety requirements.
5. Each Subcontractor is responsible for inspecting its Work areas periodically throughout the day for recognizable safety hazards and for taking immediate corrective actions to provide a safe work environment at the site.
6. Safety Representative: Each Subcontractor will assign a competent individual to act as the Subcontractor's safety representative. This individual must be on site and have the authority to correct hazardous conditions immediately. The name of the on-site representative shall be submitted to the Contractor before the Subcontractor begins Work.

B. Disciplinary Policy

1. Failure to follow safety requirements may result in disciplinary action up to and including the removal and replacement of employees and site foreman per Contractor's safety policy.
2. Each Subcontractor is responsible for replacing foreman and employees who are unable or unwilling to follow the Project safety requirements.
3. Each Subcontractor is responsible for enforcing its safety program and OSHA requirements as it relates to its Work at the Project.
4. Failure to correct safety issues in a timely manner may result in Contractor directing a correcting Subcontractor to take action and a back charge may be issued to the creating contractor.

C. Training requirements

1. Copies of all training must be forwarded to the Contractor's site office. This documentation must include a detailed description of the items covered in the training and the signatures of the attendees.

D. Orientation

1. All tradespeople will be required to complete the Contractor's safety orientation prior to starting Work on site.

E. Task-specific training

1. Task-specific training must be provided by each Subcontractor to ensure that each employee knows how to perform Work in a safe manner.

2. Task-specific training must be conducted following the identification of a safety issue concerning a particular crew and weekly at a minimum.

F. Safety Submittals

1. Safety and Health Program/Hazard Communication: Subcontractor shall provide copies to the Contractor prior to the start of Work, including a physical copy of the Subcontractor's safety and health program, a copy of its Hazard Communication program, an inventory list of all products to be used on site, and all corresponding Safety Data Sheets for these products.
2. Scope Specific Hazard Plans and associated Training Records: Subcontractors shall submit scope specific hazard plans prior to start of Work, which plans shall include but not be limited to Hazard Specific Employee Training, Designated competent/qualified persons, engineered plans, hoisting plans, fall protection plans, erection plans, bracing and shoring plans, lock out/tag out plans, confined space plans, or other plans the Contractor deems necessary to provide a safe work environment.
3. Silica: All Subcontractors shall comply with OSHA Silica Standard (1926.1153). Subcontractors shall submit a written exposure control plan, provides a trained competent person, and provide Silica Awareness training to all onsite personnel for any potential exposure to respirable crystalline silica.
4. JHA: Subcontractor shall submit a scope specific Job Hazard Analysis (JHA) to the Contractor prior to the start of Work.
5. JSA: Subcontractor shall submit a scope specific Job Safety Analysis (JSA) to the Contractor daily while on site.
6. Safety Scorecard: Subcontractor shall submit the Safety Scorecard to the Contractor on a weekly basis.
7. Reoccurring safety documentation submittals: JSAs, Toolbox Talks, Safety Scorecard, Safety Observation, Inspections, Checklist, Permits, and any other required documentation must be submitted to the Project Team electronically via the Project Dashboard.

G. Personal Protective Equipment

1. OSHA approved hard hats shall be worn by all personnel and visitors on the jobsite at all times. High visibility, proper clothing shall be worn, suitable for construction work. Shirts and long pants shall be worn at all times. Durable work shoes are required; canvas or leather type athletic shoes and shoes without heels or toes are not permitted. Gloves with a minimum cut level three or gloves appropriate to the task are required, along with safety glasses and side shields. All other personal protective equipment shall be furnished by the Subcontractor to its employees as required.

H. First Aid

1. The Contractor will maintain a first aid center at the Project office. The Contractor will have phone numbers of the local clinics and hospitals posted at all times.

I. Housekeeping

1. Good housekeeping shall be maintained at all times. All stripped lumber shall be safely stacked after nails have been removed or bent down. All stairways, scaffolds, ramps, walkways, and work areas shall be kept clear and clean of trash and material. Work areas shall be maintained free from accumulation of combustible

trash.

2. All Subcontractors are responsible for cleaning their work areas each day. Failure to clean work areas each day may result in Contractor directing a correcting Subcontractor to take action and a back charge may be issued to the creating Subcontractor.
- J. GFCI: Each Subcontractor is responsible for providing GFCI protection for its Work when using generators or permanent electrical installations.
- K. Stretch and Flex: Required daily by each Subcontractor.

XVII. CODE OF CONDUCT

- A. Because this Project may involve working in and around occupied facilities and/or public areas, Subcontractor and all of its employees are required to comply with the following:
 1. Subcontractor and its employees are expected to perform Work in a professional manner.
 2. Subcontractor is not to converse or talk with employees of Owner. All construction-related questions are to be directed to Contractor.
 3. Inappropriate language or gestures, profanity, or lewd conduct are strictly prohibited.
 4. Tobacco use on the Project site must comply with the Owner's restrictions. If there are no restrictions, tobacco must be kept to a minimum so as to not damage the Project or litter the site. Smoking is restricted to designated areas, if any. Violations of this policy may result in tobacco use being prohibited on the Project site.
 5. Subcontractor parking is only allowed in areas designated by Contractor.
- B. Violations of this policy could result in immediate dismissal from the site.

XVIII. CONTRACT CLOSE-OUT

- A. Refer to Division 01, Section "01 77 00" for specific Contract requirements regarding Project closeout.
- B. Refer to Division 01, Section "01 78 00" for specific Contract requirements regarding warranties.

XIX. SPECIAL PROJECT PROCEDURES FOR HEALTHCARE FACILITIES

- A. Reference Attachment E for specific Contract requirements regarding special Project procedures for healthcare facilities.



Authorized Signature of Subcontractor

Date: _____

**SECTION 00 73 00
SPECIFIC PROJECT REQUIREMENTS
ATTACHMENT C
CONSTRUCTION INDOOR AIR QUALITY**

I. GENERAL

A. RELATED DOCUMENTS

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

II. SUMMARY

- A. This section defines the Indoor Air Quality Plan which focuses on providing a clean construction environment in order to produce not only an improved final product but also an improved working environment during construction. Each project will require a tailored IAQ Plan in order to account for any unique construction activities that may necessitate additional IAQ directives.
- B. Section includes requirements for:
1. Clean-up methods for maintaining indoor air quality.
 2. Use of vacuums.
 3. Cutting.
 4. Ductwork cleanliness guidelines.
 5. Protection of absorptive materials from moisture damage.
 6. Temporary heating and cooling.
 7. Existing facility guidelines.
- C. Related Sections:
1. Division 01 Section "Temporary Facilities and Controls" for other specific requirements for temporary facilities.
 2. Division 01 Section "Execution" for other requirements for cutting and patching and progress cleaning.
 3. Division 00 Section "Construction Waste Management and Disposal" for other requirements for waste disposal.
 4. Division 00 Section "Special Project Procedures for Healthcare Facilities" for other requirements in Healthcare and Life Science construction.

III. SUBMITTALS

- A. Indoor Air Quality (IAQ) Plan – After attending a pre-coordination meeting with the Contractor, the Mechanical Subcontractor with guidance from the Contractor shall submit a project specific construction indoor air quality plan describing proposed usage for existing or new temporary HVAC systems and electrical requirements. Coordinate with Electrical Subcontractor.

IV. PRODUCTS (Not used)

V. EXECUTION/PLAN IMPLEMENTATION

- A. General: The IAQ guidelines outline the basic information necessary to accomplish the required environmental conditions.
- B. Clean-Up Methods: In order for a Subcontractor to maintain the basic required conditions for an acceptable IAQ environment daily clean-up methods must be performed. These include the following steps:
1. Daily clean-up of all waste products.
 2. Walk-off mats – Often times the most dust and debris comes from outside of the building

- during poor weather conditions. Temporary walk-off mats should be used at all entrances. Walk off mats shall be provided by the Contractor.
 3. Vacuums should be readily available to each crew for immediate use. (See “vacuums” below for further information).
 4. Additional clean-up during finishing will be required in order to mitigate dust and debris that may affect the end product.
 5. Access points into the building will be restricted to a limited number. Similarly the trash routes and toilet facilities route may be restricted to these specific access points and therefore must be taken into consideration during planning.
 6. Drywall Subcontractor shall vacuum out all stud tracks and chases before installing sheetrock.
 7. Use wax based sweeping compounds (only if allowed by finish flooring manufacturer) to minimize dust.
 8. Equipment rooms shall be cleaned regularly.
- C. Vacuums: Although vacuums are only a tool for achieving a successful IAQ Plan the availability of these items becomes an important aspect during construction. The guidelines below provide information that must be followed.
1. Saws, sanders and other construction tools that create dust must be fitted with vacuums during use.
 2. Shop Vacuums must have a working filter system. Any vacuums that do not appear to vacuum or filter the dust as expected may be required to be replaced per the direction of the Contractor.
- D. Cutting: Once the building becomes enclosed the cutting methods require specific changes that will influence the flow of construction. Cutting within an enclosed space, especially during finishes, may be done only if necessary. The majority of cutting must be completed outside of the building enclosure and would not require any additional safeguards. Cutting within the structure without the following precautions will not be prohibited.
1. Wet cutting will be required during the cutting of most products within the building enclosure. This mostly pertains to the cutting of concrete and masonry although some finish products such as solid surfacing and tile work may also require wet cutting.
 2. Cutting of some products such as gypsum board or millwork may need to be performed inside due to weather constraints. These products must utilize saws that can be fitted with vacuums.
 3. Cutting stations may be built to provide an efficient process for a large amount of cutting. These stations may be designated rooms sealed off to contain the dust and debris. A designated cutting room must be accompanied by a permanent vacuum and daily clean-up of this room will be required. A mobile cutting station could be a secondary option for interior cutting. The mobile station concept will allow for a crew to maintain a close proximity to the current work area while still restricting dust and debris.
- E. Ductwork Cleanliness Guidelines: Guidelines for ductwork cleanliness shall be as follows (follow other Contract Document requirements if more stringent than requirements listed in this section):
1. Ductwork Fabrication
 - a. Shop or factory fabricated ductwork shall be manufactured in a shop environment with the mill oil film removed. When shop fabricated ductwork and fittings are shipped to the site completely assembled, both ends shall be sealed with an adhered protective covering (hairnets are not acceptable).
 - b. Ductwork may be shipped unassembled. This duct shall be kept covered and

- cleaned at the site as it is erected.
- c. Ductwork and fittings purchased from other fabricators, i.e. spiral, oval, etc., and delivered directly to the jobsite, shall be cleaned and capped and mill oil removed.
- d. Duct fabrication labels shall be placed on duct exterior only. No paper identification labels shall be inside the duct.
- 2. Shipping: All ductwork and accessories shipped from fabrication shop(s) shall be shipped in an enclosed trailer or enclosed truck to protect the ductwork from damage, dirt, and moisture during transit to the jobsite.
- 3. Storage: Ductwork that is delivered to the site shall be installed as soon as possible. Care shall be taken to schedule only enough material on site for the immediate workload. If ductwork is to be stored on the site, it must be in enclosed vans or inside the building at least 4" above the floor to avoid damage from weather or spills. Openings shall remain sealed until installed.
- 4. Installation
 - a. Duct cleanliness for installed ductwork systems shall be maintained to meet the requirements for fabricated ductwork (see above). The ductwork shall be cleaned as necessary to maintain these conditions.
 - b. Cover all ends of installed ductwork at the end of each workday, or when work is suspended for any length of time, i.e. breaks, lunch, etc. Hair nets are not acceptable.
 - c. If installed prior to roofing, protect ductwork from water infiltration.
- 5. Special Systems (Surgery, Pharmacy, Labs etc.): Any special systems, as outlined in the specifications or noted on the drawings, shall be internally cleaned with sterilizing alcohol. All openings shall be kept sealed and not opened for air outlet installation until all room finishes and dust related work is completed. Ductwork and equipment for these systems shall not be utilized for temporary heating and cooling. If conditioning of these spaces is required, temporary units may be necessary. These systems shall not be brought on-line until dust generating activities are complete (as directed by the Contractor).
- 6. Air Outlets Diffusers and Grilles:
 - a. Air outlets shall be installed with filter media or blanked off (as directed by the Contractor).
 - b. Return air shall not be activated until all dust generating activities are complete. If return air must be activated prior to completion, upon approval by the Contractor, install filter media on return duct openings.
 - c. Equipment
 - i. Air Handling Units, including their respective mechanical equipment rooms, and rooftop units are to be inspected for dirt/debris prior to any filter installation/start-up and shall be cleaned as necessary. Use 10% Isopropyl Alcohol-Water solution to wipe down the inside surfaces of the air handlers. Use proper ventilation whenever cleaning with an Isopropyl Alcohol solution.
 - ii. All VAV terminal units shall be shipped from the factory and completely sealed and shall not be opened until they are installed and ductwork connected. Also terminal units are to be protected even if installed.
- F. Protection of absorptive materials from moisture damage: HVAC Pipe or Ductwork insulation shall be stored 4" off the floor and covered to protect it from moisture and dirt, if necessary. Once installed this is the responsibility of the Subcontractor until the owner has accepted the work.

G. Temporary Heating And Cooling

1. General: The following is a basic guide for the use of existing or new HVAC equipment to be used for temporary conditioning during construction. Each job is unique as to the type of equipment on site, construction schedule, and construction type. Following a pre-coordination meeting with the Owner, Contractor, and Design Team, the Mechanical Subcontractor in conjunction with the Contractor shall submit their plan for coordination and have it reviewed for approval.
 - a. Reference Division 00 and 01 Sections "Temporary Facilities and Controls" for additional requirements.
 - b. Proper execution of the temporary HVAC and IAQ program should result in clean ductwork systems at project substantial completion. Should ductwork become contaminated, Subcontractor will be held accountable for measures to test and clean ductwork.
2. Use of Systems and Equipment
 - a. Filtration: Subcontractor shall provide and maintain equal to or greater filtration during temporary conditioning than specified for the final intended use of the system. Utilized rolled media on all filter banks to facilitate increasing the life of the filters during temporary conditioning. Filtration of duct openings, such as return air diffuser and supply diffuser may be required to protect duct work. Prior to starting any duct system, all duct insulation shall be installed. Insure all fire smoke dampers are open (manually, if required).
 - b. Return air: If the use of return air duct systems is required prior to the completion of final finishes (in an area served by an AHU) filtration is required at each return grille.
 - c. Unit cleaning: At the completion of temporary conditioning, all internal components of the AHU must be cleaned by the Mechanical Subcontractor (i.e. coils, fans, damper, condensate pans, flow stations, humidifiers, etc.). Use 10% Isopropyl Alcohol-Water solution to wipe down the inside surfaces of the air handlers. Use proper ventilation whenever cleaning with an Isopropyl Alcohol solution.
 - d. Start-up and testing: Prior to start-up, testing, balancing and commissioning of any supply air/return air system and it's respective air handling equipment, the Mechanical Subcontractor and Contractor shall review the status areas served by the system. Upon approval, the Subcontractor will commence preparations for system testing. Temporary filter media (installed over the pre-filter banks), pre-filters and final filters shall be installed in the air handling units. The extra filtration should remain in place until the TAB subcontractor is ready to perform performance checks on AHUs. Should any dust making activities occur after this point, the air handling equipment shall be shut down and protected.

**SECTION 00 73 00
SPECIFIC PROJECT REQUIREMENTS
ATTACHMENT D
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

I. GENERAL

A. RELATED DOCUMENTS

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

II. SUMMARY

- A. This Section includes administrative and procedural requirements for recycling and disposing of non-hazardous demolition, construction, and land clearing debris.
- B. Related Sections include the following:
 1. Division 01 through 49 Sections for other disposal requirements for other materials.

III. DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

IV. PRODUCTS (Not Used)

V. EXECUTION/PLAN IMPLEMENTATION

- A. General: Comply with requirements of waste management plan provided by Contractor or other Contract Documents.
- B. Objectives: Whenever possible, reduce construction waste by diverting construction, demolition and land clearing debris from landfill disposal. Redirect recyclable recovered resources back to the manufacturing process. Redirect reusable materials to appropriate sites.
- C. Recycling of construction materials will be completed on this project. Listed below are the basic recycling materials that will be required. Prior to mobilization on site the Contractor reserves the right to investigate additional recycling options based on specific materials to be installed. Following is a list of general items to be recycled: Cardboard, plastic, paper, aluminum, wood, drywall, concrete, and metals.
- D. Each Subcontractor is responsible for sorting their waste. Each item must be separated into a specific container. A Subcontractor's inability to follow the recycling requirements may result in rejected containers due to mixed containers. The Contractor reserves the right to backcharge any subcontractor due to these rejected containers based on the additional charges incurred by non-recycled material. Multiple trips may be required during construction in order for materials to

be separated correctly. On-site dumpsters will be provided and labeled for efficient distribution of trash as required. Asphalt and Concrete Subcontractors shall provide haul off of asphalt and concrete materials (unless directed otherwise).

**SECTION 00 73 00
SPECIFIC PROJECT REQUIREMENTS
ATTACHMENT E
SPECIAL PROJECT PROCEDURES FOR HEALTHCARE FACILITIES**

I. PART 1 - GENERAL

A. RELATED DOCUMENTS

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

B. SUMMARY

1. Section includes administrative and procedural requirements for working in a Healthcare Facility, including the following:
 - a. Interim Life Safety Measures.
 - b. Infection Control Procedures.
 - c. J. E. Dunn Construction Company Healthcare Construction We Care Guidelines for Working in Healthcare Facilities.
2. Related Sections:
 - a. Division 00 and 01 Section "Temporary Facilities" for additional requirements regarding temporary facilities.
 - b. Division 00 Section "Construction Indoor Air Quality in Healthcare Facilities" for additional requirements regarding indoor air quality.

C. DEFINITIONS

1. Joint Commission for the Accreditation of Healthcare Organizations (JCAHO): Hospitals are required to be accredited in order to be eligible to receive reimbursement through Medicare. Many healthcare organizations choose to gain their accreditation through the JCAHO. Accreditation also demonstrates to the public the organizations commitment to quality and patient care.
2. JCAHO Statement of Conditions (SOC): Each facility participating in the accreditation process through JCAHO is required to perform an evaluation of the building's compliance with the Life Safety Code. A Statement of Conditions (SOC) is prepared, which identifies the following: the building type, a list of known Life Safety Code deficiencies, and a plan for improvement (PFI) for each deficiency.
3. JCAHO Environment of Care (EOC): Part of the JCAHO accreditation process includes a survey focusing on evaluating compliance with Environment of Care (EOC) Standards. Each surveyed organization is required to demonstrate the development and implementation of plans that address the following: safety management, security management, hazardous materials and waste management, emergency management, fire safety, medical equipment management and utilities management.
4. Interim Life Safety Measures (ILSM) are a series of administrative actions required to be taken to temporarily compensate for the hazards posed by existing Life Safety Code (LSC) deficiencies or construction activities. JCAHO evaluates ILSM as part of their accreditation inspections.
5. Infection Control Risk Assessment (ICRA): The JCAHO Environment of Care (EOC) standards require hospitals to maintain an Infection Control Risk Assessment (ICRA) program for all construction projects in order to minimize risk to patients, visitors and staff. ICRA is a strategic plan that identifies and mitigates the potential risks for transmission of

disease-carrying agents that can be transported or spread during a construction project.

6. Building Life Safety System: the combination of individual Life safety features which maintain the compliance of the building with NFPA 101 Life Safety Code.
7. Risk Assessment: An evaluation of the effect any construction, renovation or alteration activities will have on the Building Life Safety System and the required measures to insure continued and equivalent protection to the building occupants during such activities.
8. Hot Work Permits: Permits requested by the project representative allowing work activities in buildings involving the use of possible ignition sources (i.e. welding, cutting, soldering etc...) Permits must be obtained before the work starts and shall be posted at the site of work.
9. Fire Watch: A method used to monitor an area for excessive combustible or flammable material build-up and for early detection of fires and potential ignition sources. A person (police, contractor, EHS) may be specifically assigned to provide a fire watch by observing ongoing hot work or perform a periodic visual check of the work site, floor, or entire or entire building during periods where a Life Safety Feature is impaired.

D. SUBMITTALS

1. ILSM – Provide daily submittals of ILSM checklist.
2. ICRA - Submit required ICRA plans in the form specified.

II. PRODUCTS

A. MATERIALS AND EQUIPMENT

1. Sheet Plastic: Fire retardant polystyrene, 6-mil thickness.
2. Barrier Doors: Solid core wood doors in metal frame, painted.
3. HEPA Equipped Air Infiltration Machines: Forced air HEPA equipped air filtration units.
4. Exhaust Hoses: Heavy duty, flexible steel reinforced, ventilation blower hose.
5. Adhesive Walk-off Mats: Minimum size of 24" x 36".
6. Disinfectant: Facility approved disinfectant.

III. EXECUTION

A. INTERIM LIFE SAFETY MEASURES

1. Purpose: Implementation of ILSM is required in or adjacent to all construction areas and throughout buildings with existing LSC deficiencies. ILSM apply to all personnel, including construction workers. Implementation of ILSM must begin upon project development, and be continuously enforced through project completion.
2. Application: These Interim Life Safety Measures shall be applied to all renovation work and additions to existing facilities. This shall not apply to stand alone buildings, unless the Owner will occupy the new facility in phases.
3. Responsibility: Reference Implementation of Interim Life Safety Plan in this section.
4. General:
 - a. Each ILSM action must be documented. Except as stated below, frequencies for inspection, testing, training, and monitoring and evaluation must be established in writing by the A/E, Owner and Contractor before construction begins.
 - b. All subcontractors, material suppliers, vendors, or agents shall be bound by the requirements of the Owner's policies and procedures in place at the time of bid for interim life safety measures. Copies of the policy (when applicable) are available upon request.
5. Implementation of Interim Life Safety Plan (Construction Phase): This plan addresses the safety checks and practices that will be implemented during the design and construction

phase of renovations or new construction that take place at the Owner's facilities to provide the building occupants an environment which is safe from physical hazards and fire hazards during all phases of renovation or construction.

- a. Contractors Project Manager/Superintendent
 - i. Shall monitor all renovation/construction areas each day to assure that these requirements are being met and a safe environment is maintained. Each non-compliant measure shall be corrected as quickly as possible and shall be documented on the Plan of Correction (Attachment 1 to this section). Each week a copy of the corrections for the previous week shall be submitted to the Owner.
 - ii. Shall provide all contractors with a copy of this policy prior to beginning of any project. All contractors shall read and acknowledge understanding of this policy prior to beginning any project.
- b. Subcontractors
 - i. Shall ensure that all safety policies and standards are adhered to.
 - ii. Shall strictly enforce the NO TOBACCO USE policy on the Owner's property.
 - iii. Contractor or Owner (unless noted otherwise) shall provide appropriate Interim Life Safety Measures signage.
 - iv. Contractor (unless noted otherwise) shall execute the Interim Life Safety Measure Checklist (Attachment 2 to this section).
 - v. In addition to the requirements specified above, Subcontractors shall abide by any ILSM policies and procedures in place by the Owner.
- c. Subcontractors Project Superintendent
 - i. Shall check pre-approved exits and exit corridors each day to assure they remain clean and unobstructed at all times. When existing paths need to be changed or modified in any way this shall be done only with the prior written approval of the Owner.
 - ii. Shall check pre-approved access routes within the department each day to assure they remain clear and unobstructed at all times. When access routes within the departments need to be changed or modified for a period longer than 4 hours this shall be done only with written approval from the Owner.
 - iii. Shall assure that all combustible debris is removed from the work site at the end of each work shift.
 - iv. Shall construct barriers of non-combustible materials to separate the work areas from the rest of the building. All barriers shall have clean smooth surfaces.
 - v. Shall assure that all penetrations of fire and smoke walls are properly sealed at the end of each work shift.
 - vi. Shall assure that all ceiling tiles are replaced at the end of each work shift.
 - vii. Shall assure that no flammable liquids are used without advanced approval.
 - viii. Shall assure that flammable liquids on the job site are limited to a one day supply. Additional flammable liquids shall be stored in their assigned storage areas.
 - ix. Shall assure that flammable compressed gas cylinders are limited to a one day supply. Additional gas cylinders will be stored in their assigned storage areas.

- x. Shall assure that compressed gas cylinders are chained to a wall or stored in an approved cart.
- xi. Shall secure advance approval through hot work permits or other similar documentation prior to the starting of any welding.
- xii. Shall make sure the appropriate types of portable fire extinguisher are present and accessible at all times.
- xiii. Shall provide training to the site contractors personnel and Owner's personnel who work in the area in the use of fire extinguishing equipment as appropriate to the hazard potential associated with the job.
- xiv. Shall assure that until completion of the construction project all combustible storage in the area of the job site will be kept at a minimum acceptable level for hospital's operations.
- xv. Shall assure that prior to any modifications of the fire alarm system written approval from the Owner is secured.
- xvi. Shall cover detectors within construction area.
- d. Owners Safety Coordinator
 - i. Shall conduct two fire drills per quarter in the areas surround the construction site until completion of the project.

B. INFECTION CONTROL PROCEDURES

1. Purpose:
 - a. To establish guidelines for infection control measures throughout construction or during alterations to the existing buildings and grounds or areas of construction turned over for early occupancy.
 - b. To ensure a safe environment for Patient care.
 - c. To prevent the acquisitions of infections in patients during hospital renovation or construction.
2. Application: These Infection Control Procedures shall be applied to all renovation work and additions to existing facilities. This shall not apply to stand alone buildings, unless the Owner will occupy the new facility in phases.
3. Responsibility:
 - a. Preparation of the ICRA permits and plans: The Owner and Contractor will prepare and distribute the ICRA permits and plans.
 - b. Temporary partitions (including plastic barriers/doors/locks: [Define responsibility].
 - c. Walk-off mats: [Contractor].
 - d. HEPA machines, filters and exhaust hoses: [Define responsibility].
 - e. Mechanical system modifications (isolation, filtering, etc): [Define responsibility].
 - f. Monitoring of negative air pressure: [Contractor].
 - g. Monitoring of compliance of project specific ICRA: [Contractor].
 - h. Compliance with project specific ICRA permits and plans: Contractor, subcontractors, suppliers, etc.
4. General:
 - a. Infection control is critical in all areas of a medical facility. Construction activities causing disturbance of existing dust, or creating new dust, must be conducted in tight enclosures that cut off any flow of particles into patient areas.
 - b. At the start of dust generating activities, the Owner's Infection Control staff will meet with the Architect, Contractor, and subcontractors to provide facility specific policy

information and any educational material.

- c. All subcontractors, material suppliers, vendors, or agents shall be bound by the requirements of the Owner's policies and procedures in place at the time of bid for infection control measures. Copies of the policy (when applicable) are available upon request.
 - d. Infection Control staff may monitor construction/renovation areas. Environmental monitoring will be performed if appropriate. Whenever safe levels are exceeded, the subcontractor(s) will be notified to correct conditions immediately.
 - e. All work shall be stopped on the project whenever a hazardous infection control deficiency exists. The Owner will determine when this is applicable.
 - f. In the absence of a policy in place by the Owner, Subcontractors shall abide by the Infection Control Risk Assessment Matrix of Precautions for Construction and Renovation. A copy of these guidelines is provided as Attachment 3 to this section.
5. Implementation of Infection Control Procedures:
- a. Preconstruction
 - i. Contractor will meet with appropriate Owner staff to discuss work details prior to submission of permit.
 - ii. An Infection Control Construction Permit will be obtained by the Contractor prior to the start of work in the facility. The process will be as follows:
 - Submit permit a minimum of two (2) weeks prior to start of work.
 - Indicate Type of construction activity, the Infection Control Risk Group, and the Classification by completing an Infection Control Risk Assessment (ICRA).
 - Include a floor plan showing locations of temporary partitions, doors, ante rooms, HEPA machines, walk off mats, etc. associated with the work being submitted under the permit.
 - After approval by the Owner's staff, post permit and floor plans in a visible location at public side of construction area.
 - In some instances (in accordance with policies and procedures in place by the Owner) the Owner's staff may prepare the permit and provide to the Contractor(s) for compliance.
 - Workers who will perform work in existing part of the facility may be required to attend an orientation seminar to cover the procedures described in this section.
 - iii. Workers who will be performing work inside the existing facility will be required to undergo a training session prior to the start of the work. Each worker will be required to attend, review any facility specific literature, and sign off on their understanding of the policies and procedures of working in a healthcare facility.
 - b. Construction
 - i. Traffic Control:
 - Designated Entry and Exits
 - Unauthorized personnel will not be allowed to enter the construction zone.
 - Entry and exits shall be defined with the Infection Control Permit.
 - Entry and exits shall remain usable or alternates must be

- provided and clearly marked.
 - Construction workers will have escape facilities at all times.
 - Only designated elevators shall be used during scheduled times.
 - Walkways, Roadways
 - Walkways and roadways affected by construction (used by guests, patients or employees) must remain passable at all times.
 - If an area is not accessible, signage shall be posted redirecting traffic flow.
 - Physically Disability Accessibility: Access shall be maintained to these facilities at all times.
- ii. Fire Prevention Requirements:
 - All automatic fire detection and suppression systems shall remain operable unless there is no alternative but to temporarily disable them. Before systems may be disabled, the Contractor (and subcontractor(s)) shall provide the Owner a minimum of twenty four (24) hours notice.
 - All barriers shall meet fire rating requirements and shall be constructed in such a manner as to be smoke tight.
 - Whenever a smoke or fire wall is penetrated, a temporary partition shall be constructed and the temporary partition shall be constructed of fire-resistant material that matches the fire rating of the original partition as closely as possible.
 - Review all requirements with the governing bodies having jurisdiction prior to the start of work.
- iii. Barrier Wall Integrity:
 - Depending on the location of the work, adjacent uses, and duration of work, the barrier walls could consist of the following:
 - Rigid construction (studs and taped, sanded, painted drywall)
 - Fire-rated plastic sheeting
 - Barrier walls shall be dust proof with airtight seals.
- iv. Medical Waste Removal: Prior to the start of the work, hospital personnel will remove any medical waste from the area.
- v. Environmental Control:
 - Review directional airflow requirements (in accordance with industry standards) prior to developing plan to isolate HVAC system.
 - Negative air pressure shall be maintained within the construction area without disruption of air systems to adjacent areas.
 - Negative air pressure shall be monitored to ensure compliance.
 - Construction zone air shall be exhausted with no recirculation, if possible.
 - If exhaustion is not possible, construction zone air shall be pre-filtered at the HEPA unit and at the exhaust point with high efficiency filters (95% or greater).
 - Isolate the HVAC system from occupied portions of the facility if possible.
 - Infection Control carts or plastic partitions can be utilized when accessing above ceilings. Enclosure shall be dust tight from floor to

- ceiling.
- Utilize ante rooms as necessary to maintain dust control and create negative air pressure.
- Block off existing ventilation ducts within the construction zone.
- Utilize filter media on all diffusers and grills (supply and return).
- Utilize dust filtering equipment (sanders, saws, etc.) when possible.
- vi. Cleaning and Disposal:
 - Demolition debris shall be removed in covered containers utilizing approved travel paths. Cart wheels shall be cleaned prior to exiting the construction zone.
 - Demolition chutes shall be sealed when not in use. Spray chutes and dumpsters with water as required to provide dust control.
 - Utilize a HEPA filtered vacuum in ante rooms to remove debris from clothing, materials, trash carts, etc. Damp wipe tools and equipment before transporting into adjacent clean areas.
 - Mop adjacent areas as required to minimize dust tracking.
 - Owner to provide disposable jumpsuits for work completed in sterile areas. Jumpsuits shall be removed prior to leaving the work area.
 - Vacuum out all stud tracks and chases before installing sheetrock.
 - Use wax based sweeping compounds (only if allowed by finish flooring manufacturer) to minimize dust.
 - Utilize sanders, saws, and other equipment with dust collectors.
- vii. At Work Completion:
 - Construct temporary plastic barrier between adjacent spaces and construction area during removal of rigid barrier wall.
 - Flush water lines prior to turning over construction zone.
 - Remove caps on existing HVAC system. Clean ductwork if contaminated during construction work.
 - Owner will terminal clean space prior to putting back into service for patient use.

C. J. E. DUNN CONSTRUCTION COMPANY WE CARE GUIDELINES FOR WORKING IN HEALTHCARE FACILITIES

1. J.E. Dunn Construction, through decades of experience in Healthcare construction, has developed a company program entitled We Care Guidelines for Working in Healthcare Facilities which provides a proactive approach the challenges of Healthcare construction. Following is a recap of this program:
 - a. Interim Life Safety Measures (ILSM): Ensure ILSM requirements are followed and maintained throughout the construction project. Follow all policies set in place by the Owner.
 - b. Infection Control (ICRA): Ensure Infection Control requirements are followed and maintained throughout the construction project. Follow all policies set in place by the Owner.
 - c. Emergency Phone Lists: Provide a listing of emergency contacts to the Owner to include: key Contractor, subcontractors and Utility Companies.
 - d. Clean Ductwork Protocol: Enforce all contract requirements regarding clean ductwork protocol. Follow all guidelines provided in the "Construction Indoor Air Quality" attachment to this section.

- e. Moisture Control:
 - i. Mold – Be aware of the harmful effects of mold in a Healthcare Facility. Report any instances of mold immediately to the Contractor.
 - ii. Water Infiltration – For projects with additions, in which water may infiltrate into the existing building, designate a responsible person to inspect all possible water infiltration locations at the end of each workday. Thoroughly review all skin details for new construction to ensure skin system when complete will be water tight. Participate in water testing of exterior skin.
- f. Noise and Vibration: Keep noise and vibration to an absolute minimum when working in construction areas that are adjacent to patient care areas. If any Owner staff member directs a worker to stop working, the work shall stop until further notification by the Contractor.
- g. Utility Disruption: Coordinate all utility disruptions in advance of the work in accordance with any notification procedures set in place by the Owner.
- h. Protection of Finishes: Use care when working around finished construction. Report any damage immediately to the Contractor. When necessary, protect finishes in high traffic areas.
- i. Commissioning and Close-Out: Participate fully in the commissioning and close-out process. Complete punch lists in a timely manner and indicate their completion by signing off on lists. Provide timely close-out documents and test all systems to ensure functionality and completeness.
- j. Worker Training: All workers who will be working inside an existing facility will be required to be We Care trained. This will entail viewing a training video and possibility a project specific training class hosted by the Owner and Contractor.

**SECTION 00 73 16
INSURANCE PROGRAM**

DUNN CONTROLLED INSURANCE PROGRAM (DCIP)

Controlled Insurance Program Requirements & Forms for General Liability and Workers' Compensation

****NOTE: TRADE PARTNER SHALL EXCLUDE COST OF
ON-SITE GL AND WORKERS' COMPENSATION
INSURANCE FROM BID.**



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THIS MANUAL IS PART OF YOUR CONTRACT.

Version 10-21

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This manual has been prepared to provide general information about the Dunn Controlled Insurance Program and the procedures to be followed by a Trade Partner. **This manual is not** a substitute for policies issued, nor is it to be interpreted as altering or changing any of the general or special conditions or other terms of the insurance contract as it pertains to insurance coverage or any other duties or responsibilities of any party enrolled in this program. If any conflict exists between this manual and the insurance policies, the policies govern. Policies are available upon request. This manual is subject to change and any such changes will be communicated to all affected parties.

What is a Controlled Insurance Program?

The Dunn Controlled Insurance Program (DCIP) is a coordinated master insurance, safety and claims management program for the Contractor and all Enrolled Trade Partners working on the Project.

What coverage will the DCIP provide?

The following coverage is provided by the DCIP for the Contractor and **Enrolled** Trade Partners: onsite General Liability, onsite Workers' Compensation, onsite Employer's Liability, and onsite Excess Liability.

Who is eligible to be enrolled?

Any Trade Partner that is not defined herein as excluded is eligible.

What are ENROLLED Trade Partner obligations as a participant in the DCIP?

- ✓ **Exclude** onsite General Liability **and** Workers' Compensation coverage costs from pricing; include all other insurance costs as required by this manual and Contract in the price.
- ✓ Complete and submit all enrollment documentation prior to starting work. (Section XIII)
- ✓ Provide Certificate(s) of Insurance evidencing all coverage required in this manual to be furnished by Enrolled Trade Partners and not provided under the DCIP. (Section VI and Section XIII)
- ✓ Report all jobsite payrolls to Lockton Companies, LLC as required. (Section X)
- ✓ Inform Lockton Companies, LLC of all Lower Tier Trade Partners prior to their starting work.
- ✓ Comply with all on-site safety requirements including, but not limited to, the DCIP Project Safety Program. (Section XII and http://sms.jedunn.com/safety_program)
- ✓ Immediately report accidents or occurrences as required in the Claims Procedures. (Section XI)
- ✓ Participate in the Return-to-Work/Modified Work Program. (Reference Section XII *DCIP Project Safety Program* at Section 6.0 Return-to-Work/Modified Work Program)

What are EXCLUDED (Non-enrolled) Trade Partner obligations?

- ✓ Contracts are to be bid with **all** costs of providing insurance required in this manual and Contract **included** in its overall price for the Work. (Section VII)
- ✓ Provide certificate(s) of insurance evidencing all coverage required in this manual to be furnished by Non-enrolled Trade Partners. (Sections VIII and XIII)
- ✓ Comply with all on-site safety requirements including, but not limited to, the DCIP Project Safety Program. (Section XII and http://sms.jedunn.com/safety_program)

- ✓ Immediately report accidents or occurrences as required in the Claims Procedures. (Section XI)

Who is excluded from the DCIP?

Unless allowed by Contractor, the following parties, including their lower tier trade partners, are excluded from the DCIP:

- ✓ Trade Partners performing hazardous material remediation;
- ✓ Trade Partners performing structural demolition;
- ✓ Trade Partners performing blasting operations;
- ✓ Elevator Trade Partners;
- ✓ Architects, engineers, surveyors, testing laboratories, and their consultants; and
- ✓ Vendors, suppliers, material dealers, haulers and/or independent haulers, and firms whose sole function is to transport, pick up, deliver, or carry materials, supplies, tools, equipment, parts, or other items or persons to or from the Project Site.

Contractor reserves its right to exclude any and all Trade Partners and/or lower tier Trade Partners from the DCIP.

Important Facts

- ✓ **Enrollment:** Enrollment in the DCIP by all eligible Trade Partners is mandatory (unless specifically excluded by the Contractor) but not automatic. **Satisfactory completion and submission of enrollment documentation is required PRIOR TO STARTING WORK AT THE PROJECT SITE.**
- ✓ **Enrolled Trade Partners:** The DCIP shall apply to the Contractor and eligible Trade Partners who have complied with the insurance requirements and completed the enrollment process. Contractor reserves the right to exclude any Trade Partner from the DCIP.
- ✓ **Excluded Trade Partners/Activities:** See above and Section II *Definitions* to review the parties and activities excluded from DCIP coverage. The Contractor, at its sole discretion, will determine which Trade Partner(s) of any tier will participate in the DCIP.
- ✓ **Scope of Insurance:** Unless otherwise specifically indicated, the coverage set forth in Section IX *DCIP Insurance provided for Enrolled Trade Partners* will cover only those operations of the enrolled parties performed in connection with the Work on the Project Site and employees of the enrolled parties while performing the Work on the Project Site. The DCIP shall not apply to the operations or the employees of any Trade Partner at their offices, factories, warehouses or otherwise not on the Project Site.

- ✓ **Safety:** Strict compliance with Section XII – *DCIP Project Safety Program*, the Dunn national safety program (at http://sms.jedunn.com/safety_program), and any other safety requirements in the Contract Documents, will always be required. Failure to comply is a default of the Subcontract and could result in being denied coverage under the DCIP, being denied access to the Project Site, or termination of the Subcontract.
- ✓ **Trade Partner Enrollment Process:** Trade Partners are required to submit a Trade Partner Enrollment Application, Estimated Exposure Worksheet, and a certificate of insurance complying with the requirements herein.
- ✓ **Payroll Reporting:** The Payroll Reporting Form must be completed each month by Enrolled Trade Partners and any lower tiers of Trade Partner(s) on the Jobsite for **each** Contract awarded, including zero payroll if applicable, until completion of the Work under each Contract. Enrolled Trade Partners should not report the payroll from this Project to its individual insurance carrier.
- ✓ **Experience Modification:** Trade Partners' payroll and losses will be reported to NCCI. This experience will be used to calculate the Trade Partner's future experience modifications.
- ✓ **If an Enrolled Trade Partner contracts with a lower tier Trade Partner, including contract employee(s) and temporary employment agencies, the Trade Partner is responsible for the following:**
 1. Including this manual and all requirements within it as a part of the Enrolled Trade Partner's lower tier subcontract agreement(s); and ensuring that such lower tier Trade Partners fulfill all obligations as required of you as a Trade Partner under the DCIP.
 2. Notifying the Contractor of **all** subcontract awards utilizing the Trade Partner Enrollment Application-WC/GL Program form. (Section XIII *Enrollment Forms*).
 3. Ensuring lower tier Trade Partner(s) bids **exclude onsite General Liability and Workers' Compensation coverage cost** but include all other insurance required by this manual.

All Enrolled Trade Partners will be required to meet the DCIP requirements as outlined in Section V. Miscellaneous DCIP Requirements. The Contractor has the authority to deny access to the Jobsite for noncompliance with insurance or safety requirements. **TRADE PARTNERS SHALL VERIFY THEIR LOWER TIER TRADE PARTNER(S) HAVE MET THESE REQUIREMENTS PRIOR TO AWARDED WORK.**

The DCIP provides some, but not all, insurance coverages typical to construction projects. Refer to Section IX to review what is provided. Contact the Contractor if you have questions regarding other coverages.

Who needs a copy of this manual?

- ✓ Trade Partner's administrative personnel who manage its insurance and/or its insurance agent/broker.
 - ✓ Trade Partner's estimators, prior to bidding work on the Project.
 - ✓ Trade Partner's payroll personnel, who will be responsible for turning in the payroll reports.
 - ✓ Trade Partner's safety personnel, who will need to educate its on-site workers with respect to the Project Safety Program requirements.
 - ✓ Trade Partner's claims personnel, who will be responsible for turning in claims.
 - ✓ Lower-tier Trade Partners (of any tier).
- ✓ It is recommended you discuss with your insurance agent(s) / broker(s) endorsing your coverage to be excess and contingent over the DCIP coverage for on-site activities. Many traditional insurance programs contain "CIP exclusions" which should be removed.

The following definitions shall apply only for the purpose of this Project Insurance Manual.

Architect/Engineer

The firm or team of firms that provide design services, including preparation of the construction documents under a contract with an owner and/or a general contractor, depending on the circumstances.

Contractor

J.E. Dunn Construction Company or any subsidiary or affiliate, which has the primary Project contract with the Owner or other entity and which subcontracts some or all work under a Contract between the Contractor and Trade Partners.

Contract/ Contract Document(s)

A written agreement between the Contractor or its designee and a Trade Partner.

DCIP

The Dunn Controlled Insurance Program under which certain insurance coverage is provided and paid for by the Contractor.

DCIP Administrator

Lockton Companies, LLC

444 West 47th Street, Suite 900

Kansas City, Missouri 64112-1906

Phone: 816-960-9000

E-mail: WrapUpCIPCoordinators@lockton.com

Designated Representative

A representative approved by the Contractor and its Trade Partner(s) who is always readily accessible during working hours for the purpose of reporting claims and completing claim reports.

Enrolled Trade Partner

A Trade Partner that has a Contract with the Contractor or one of its Trade Partners for the Project and has been approved by the Contractor and accepted by the DCIP Administrator for participation in the DCIP. Approval requires the Trade Partner to have previously:

1. complied with all insurance requirements,
2. completed the enrollment process, and
3. received notification of enrollment.

Excess Liability

Any number of insurance policies that provide additional limits of coverage in excess of the limits provided by the primary policy.

Excluded Parties / Activities

Project participants that fall into the following categories:

1. Trade Partners performing hazardous material remediation and their lower tier Trade Partners.
2. Trade Partners performing structural demolition and their lower tier Trade Partners.
3. Trade Partners performing blasting operations and their lower tier Trade Partners.
4. Elevator Trade Partners and their lower tier Trade Partners.
5. Architect, engineer, surveyor, or testing laboratory and their sub-consultants of any tier.
6. Vendors, suppliers, material dealers, haulers and/or independent haulers, and firms whose sole function is to transport, pick up, deliver, or carry materials, supplies, tools, equipment, parts, or other items or persons to or from the Project Site.

Insurer(s)

Workers' Compensation and Employer's Liability: Liberty Insurance Corp.

Commercial General Liability: Liberty Mutual Fire Insurance Co.

Excess Liability: National Fire & Marine Insurance Co.

Excess Liability: Ohio Casualty Insurance Co.

Jobsite / Project Site

The location of work or operations performed by the Contractor or Trade Partner at the designated jobsite. Jobsite work also includes areas adjacent to Project Site or nearby described tracts of land where incidental operations are performed as specifically indicated in the Contract Documents.

This insurance does not apply to the operations of any Trade Partner(s) of any tier at their offices, factory, warehouse, or yards or otherwise not on the Project Site. The DCIP insurance coverage apply only to work performed at the Project Site.

Non-enrolled Trade Partner

A Trade Partner providing typical labor and material services but excluded from the DCIP (non-enrolled) and their Trade Partners of any tier.

Owner

Owner as defined in the Contract Documents

Payroll

Total earnings of the Trade Partner employees while working at the Jobsite in accordance with NCCI rules for Workers' Compensation payroll reporting.

Project

The construction project for which the Contractor has a written agreement with the Owner for the Work.

Project Insurance Manual

This document, also sometimes referred to as simply “manual.”

Trade Partner

Persons or companies providing construction services and/or materials and equipment for the Project under written Contract with Contractor or under contract with a Trade Partner of any tier.

Trade Partner Supervisor

A Trade Partner’s superintendent or primary supervisor for the Work on the Project who has the overall responsibility to see that the Work or Project is satisfactorily completed in accordance with the Contract.

Work

The construction and services, including all labor, material, equipment, and services to be provided, to complete the Trade Partner’s obligations under the Contract Documents. Work may include areas adjacent to the Project Site or nearby described tracts of land where incidental operations are performed as specifically indicated in the Contract Documents.

Forms required for enrollment prior to arrival on site. (Section XIII Forms)

- ☐ Trade Partner Enrollment Application.
- ☐ Estimated Exposure Worksheet.
- ☐ Certificate(s) of insurance.

Failure to complete the enrollment forms may result in one or more of the following:

- No admittance to jobsite.
- Progress payments withheld.
- No insurance coverage provided by the DCIP policies.
- Future Work opportunities on the Project could be jeopardized.

Each Trade Partner is responsible for assisting the DCIP Administrator in obtaining all completed enrollment forms from their lower tier Trade Partners.

Note: Online enrollment is available. A link, along with enrollment instructions will be provided by the DCIP Administrator.

Prior to starting work.

- ☐ Employees must complete project orientation and drug testing. (Section XII *DCIP Project Safety Program*).

Additional Form Completion Notes and Deadlines.

- ☐ **Payroll Reports due on the 10th day of the month following end of reporting period.**
 - Online reporting is encouraged. A link, along with reporting instructions, will be provided by the DCIP administrator.
 - Form (should online reporting be impractical): Payroll Reporting Form
- ☐ **An end of contract completion report due within 15 days of completion of Contract.**
 - Form: Notice of Completion.
- ☐ ***Updated* Trade Partner Enrollment Application(s) – specifically noting any new lower tier Trade Partners added after original enrollment.**
 - Form: Trade Partner Enrollment Application

EMAIL Enrollment Forms:

Attn: DCIP Coordinator

Lockton Companies, LLC

E-Mail: WrapUpCIPCoordinators@lockton.com

NOTE: Submission of an application for enrollment does NOT constitute acceptance into the DCIP. Enrollment is not complete until the DCIP Administrator has provided notice of enrollment in writing.

DCIP Administrator (Broker)	Chris Severe, Wrap-Up Administration Manager Lockton Companies, LLC 444 West 47th Street, Suite 900 Kansas City, Missouri 64112-1906 Phone: (816) 960-9786 csevere@lockton.com
Loss Control	Jack Brazil, National Safety Director JE Dunn Construction Company 14951 N Dallas Parkway, Suite 700 Dallas, TX 75254 816-838-2138 jack.brazil@jedunn.com
Claims Consultant (Work Comp)	Doug Howell, Claims Consultant Lockton Companies, LLC 444 West 47th Street, Suite 900 Kansas City, Missouri 64112-1906 (816) 960-9079 dhowell@lockton.com
Claims Consultant (GL)	Holly Wright, Claims Consultant Lockton Companies, LLC 444 West 47th Street, Suite 900 Kansas City, Missouri 64112-1906 (816) 960-9429 hwright@lockton.com
Workers Compensation Claims	Makenzie Tetlow J. E. Dunn Construction Company 1001 Locust Street Kansas City, MO 64106 (816) 292-8787 makenzie.tetlow@jedunn.com
DCIP Director and Program Administrator	Beth Brown, Insurance Program Manager J. E. Dunn Construction Company 1001 Locust Street Kansas City, MO 64106 (816) 292-8732 beth.brown@jedunn.com

Contact for Filing Claims

Beth Brown
J. E. Dunn Construction Company
1001 Locust Street
Kansas City, MO 64106
(816) 292-8732
claims@jedunn.com

VI. Insurance to be Furnished by Enrolled Trade Partners

Audits

All payroll records and bidding records regarding insurance pricing related to this DCIP are subject to physical audit by the Contractor, DCIP Administrator or Insurer. Audits may be conducted after the anniversary date of Project commencement to verify the reported payroll. The Insurer reserves the right to audit Enrolled Trade Partners' payroll records and bid records related to insurance pricing at any time, subject to one week's written notice of such audit.

If an audit reveals costs which relate to onsite General Liability or Workers Compensation coverage, such costs shall be disallowed.

Returning to the Jobsite after Substantial Completion

The DCIP will provide General Liability and Excess Liability coverage for up to one year following substantial completion if the Trade Partner is required to return to the site. Such insurance only applies to issues with work performed under the original Contract. All other insurance of Trade Partner, including Workers Compensation, necessary when returning to the site shall be provided by Trade Partner.

If Trade Partner returns to the site for any other reason, including maintenance of installed equipment, the DCIP will not be applicable, and Trade Partner's own insurance coverage must respond to any occurrence or event. Please confirm with Contractor the appropriate insurance approach prior to returning to the Project.

Assignment and Transfer to Return of Premiums

Enrolled Trade Partners of any tier assign and transfer any and all rights, title, and all interest in any dividends, retrospective adjustments, participation payment and/or return of premiums, which may be payable to the Contractor under the DCIP. This "Assignment and Transfer to Return of Premiums" is in no way related to the Trade Partner's usual or traditional insurance programs.

Return to Work/Modified Work Program (RTW/MWP)

An Enrolled Trade Partner's failure to participate in the RTW/MWP as described in Section XII *DCIP Project Safety Program* will result in a liquidated damage assessment to the Trade Partner of \$1,500 weekly as allowed by jurisdiction until such time as the injured worker is returned to work in either a modified duty position or full duty. The Enrolled Trade Partner agrees that such damage assessment will be issued through a unilateral deductive change order or other means approved by the Contractor.

Employee Safety Orientation

All project personnel shall complete the DCIP employee safety orientation as described in Section XII *DCIP Project Safety Program*. Failure to ensure that all personnel complete orientation may result in a liquidated damage assessment to the Enrolled Trade Partner of \$1,500 per injured employee. The Enrolled Trade Partner agrees that such damage assessment will be issued through a unilateral deductive change order or other means approved by the Contractor.

Medical Managed Care

When a DCIP project is in a state with an optional medical management program, the Contractor will utilize such programs. Trade Partners will be required to utilize such programs, including, but not limited to, the Texas Healthcare Network.

VI. Insurance to be Furnished by Enrolled Trade Partners

Prior to enrollment and commencement of any Work on the Project, Enrolled Trade Partners, at their own expense, will furnish to the Contractor certificates of insurance evidencing insurance coverage as follows:

1. **Minimum Coverage and Limits.** Unless higher limits are required in the Contract Documents, Enrolled Trade Partners must procure, carry, and maintain policies of insurance meeting the requirements and minimum limits listed below. Where appropriate, the required insurance limits may be provided through a combination of primary and excess/umbrella policies.

- A. **OFFSITE Workers' Compensation and Employer's Liability Insurance.** Enrolled Trade Partners must obtain and maintain Workers' Compensation insurance for activities **not on the Jobsite** to cover the statutory limits and requirements of the Workers' Compensation laws of the state or states in which the Enrolled Trade Partner's Work is performed. Trade Partner Workers' Compensation insurance shall include coverage for all proprietors, partners, members, and executives. **Enrolled Trade Partners must carry this insurance regardless of eligibility for waiver or exemption of coverage under a state law.** Trade Partner's Workers' Compensation insurance shall provide coverage for every tier with whom Trade Partner has a contract to perform Trade Partner's Work on the project, including, but not limited to, lower tier Trade Partners, Professional Employee Organizations, staffing companies, or labor vendors where such entities are performing any labor or services on the project. Enrolled Trade Partners must also obtain and maintain Employer's Liability insurance, including Occupational Disease coverage, meeting the requirements, and written for the following policy limits:

\$500,000 Bodily Injury Each Accident
\$500,000 Each Employee
\$500,000 Aggregate – Policy Limit

Coverage for Workers' Compensation and Employers Liability shall be written on an NCCI WC 00 00 00 coverage form or its equivalent.

Such insurance must include "other states" insurance, to include all states not named on the declarations page of the insurance policy, except for the monopolistic states.

Enrolled Trade Partners shall either provide Workers' Compensation coverage or require proof of Workers' Compensation coverage, from every person with whom it has a direct contract to perform construction work on the Project. The substance of this clause shall be included in all contracts the Enrolled Trade Partner enters with lower tier Trade Partners.

NOTICE: Any out-of-state project participants of any tier are advised to contact the Workers' Compensation department in the state where the project is located regarding requirements and compliance with the local Workers' Compensation laws and regulations.

VI. Insurance to be Furnished by Enrolled Trade Partners

- B. **OFFSITE Commercial General Liability Insurance.** Enrolled Trade Partners must obtain and maintain Commercial General Liability insurance for activities **not on the Jobsite** for the hazards of (i) construction operation, (ii) independent contractors, (iii) products/completed operations, (iv) explosion, collapse and underground (XCU), (v) broad form property damage, (vi) personal injury, (vii) premises operations, and (viii) broad form contractual liability. Such insurance must be written for the following policy limits:

\$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate (Per Project)
\$2,000,000 Products/Completed Operations Aggregate

Enrolled Trade Partners must continue to maintain or renew annually Commercial General Liability, including products/completed operations, for a minimum of **the statute of repose for the state in which the project is located** from completion of the Enrolled Trade Partners' Work on-site, or as required by the Contract Documents, whichever is longer.

- C. **Commercial Automobile Liability Insurance.** Enrolled Trade Partners must obtain and maintain automobile liability insurance covering all owned, non-owned and hired automobiles used in connection with the Enrolled Trade Partner's Work written for the following policy limits:

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident

- D. **Excess/Umbrella Liability.** Enrolled Trade Partners must obtain and maintain Excess/Umbrella Liability coverage on a form following primary policy form (for General Liability (**offsite**), Automobile Liability and Employers Liability) written for the following policy limits:

\$2,000,000 Per Occurrence
\$2,000,000 Aggregate Limit

Enrolled Trade Partners must continue to maintain or renew annually Excess/Umbrella Liability for a minimum of the statute of repose for the state in which the project is located from completion of Enrolled Trade Partners' Work on-site, or as required by the Contract Documents, whichever is longer.

- E. **Design/Professional Liability.** If any design responsibility is included in the scope of Work of an Enrolled Trade Partner's Contract, the Enrolled Trade Partners, or its designer, must purchase and maintain or renew annually, for a period of **the statute of repose for the state in which the project is located** after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of design professional services and for claims arising out of allegations of errors, omissions

VI. Insurance to be Furnished by Enrolled Trade Partners

or negligent acts in connection with the Work. The policy must be written for the following policy limits:

\$1,000,000 Each Claim / \$1,000,000 Annual Aggregate Limit

If the Trade Partner's Contract amount exceeds \$25 million, Trade Partner shall evidence higher limits; Trade Partner shall confirm with Contractor the higher limits required.

- F. **Commercial Watercraft and/or Aircraft Liability (if applicable).** If watercraft or aircraft are used in connection with the Enrolled Trade Partner's Work, Enrolled Trade Partners must obtain and maintain Commercial Watercraft and/or Aircraft Liability insurance covering the use of all owned, non-owned, and hired watercraft and/or aircraft written with a combined bodily injury or property damage limit of **\$50,000,000**.
- G. **Pollution Liability (if applicable to Trade Partner as defined in their Contract's scope of work).** The Contractor reserves the right to determine, on an individual Contract basis, whether pollution coverage must be carried by a Trade Partner and what limits will be required. If required, a Trade Partner must furnish insurance providing coverage for Pollution Liability in an amount not less than **\$2,000,000 per occurrence / \$2,000,000 Annual Aggregate** and complying with any other requirements of the Contract Documents. Such coverage shall be maintained or renewed annually for a minimum of the statute of repose for the state in which the project is located.
- H. **Equipment Policy.** Trade Partners must provide property coverage for their equipment and tools brought onto the Project site. Trade Partners waive all rights and claims against Owner, Contractor, Architect and other trade partners of any tier for damages or losses to their personal property, including, without limitation, their tools, equipment, machinery, mobile construction equipment, vessels, scaffolding and temporary structures, whether owned, used, leased or rented by Trade Partner, however caused. Trade Partner's insurance policies shall provide for such waiver by endorsement or otherwise. Trade Partner shall be solely responsible for any loss or damage to their personal property, however caused, and shall have no right of recovery against Owner, Contractor, Architect and other trade partners for such loss or damage.
- I. **Manned and Unmanned Aerial Services.** Before contracting for aerial services (such as manned or unmanned aerial photography), Enrolled Trade Partners must show that providers have aviation liability insurance coverage. A compliant certificate of insurance must be provided prior to executing an agreement or commencing services as follows:
- Specifically states that JE Dunn Construction Company and the Owner of the Project are Additional Insureds with respect to Aviation / Aircraft Liability coverage.
 - Lists "JE Dunn Construction Company" as the certificate holder. JE Dunn will not accept a "generic," or blank, certificate.
 - Shows liability limits maintained on the specific and identified aircraft/drone meeting or exceeding the following:
 - **\$1,000,000** per occurrence (with no per passenger or per person sublimit).

VI. Insurance to be Furnished by Enrolled Trade Partners

- Includes a statement indicating the policy has been endorsed to waive the insurer's rights to subrogate against JE Dunn and the Owner with respect to claims arising from the use of the aircraft/drone in performing work on behalf of JE Dunn.
- Includes a thirty (30) day written notice of cancellation in favor of JE Dunn.
- States the following on the certificate: "Coverage is primary and without right of contribution of any insurance maintained by JE Dunn Construction Company or [the Owner of the Project]."

Only FAA Part 107 certified and qualified pilots may fly drones on JE Dunn projects, and all required FAA and government waivers must be obtained prior to flight.

2. Conditions

- A. **Insurance Primary.** Enrolled Trade Partners agree that all its policies of insurance are primary, non-contributory with and not in excess of the coverage of the insurance provided hereunder (whether primary, excess, or umbrella) or any other insurance available to Additional Insureds required by Contract.
- B. **Severability of Interest.** Offsite General Liability, Offsite Excess/Umbrella Liability, and Pollution Liability, if any, must be written to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, must operate in the same manner as if there were a separate policy covering each insured.
- C. **Waiver of Subrogation.** All policies of insurance, where allowed by law and excluding Design/Professional Liability insurance, that are in any way related to the Work or services of the Project, including those that are secured and maintained by consultants and lower-tier Trade Partners, must include a provision providing that each party and its insurance carrier waive all rights of recovery under subrogation or otherwise against the Owner, Contractor, Architect (if required in the Contract Documents), Enrolled Trade Partners of any tier, and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries and affiliates.
- D. **Additional Insureds.** Trade Partner-furnished insurance (except Workers' Compensation Insurance and Design/Professional Liability, if applicable) must include Owner, Contractor, Architect (if required in the Contract Documents), and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries and affiliates as additional insureds as their respective interest may appear ("Additional Insureds"). Additional Insured status must be provided for ongoing operations and completed operations. Additional Insured endorsements are subject to Contractor's review and approval if provided with certificates of insurance. Additional Insured endorsements may not contain time limitations shorter than required by Contract, nor may it alter/limit coverage provided to the Additional Insured. All limits of liability available to the Trade Partner shall inure to the benefit of the Additional Insureds.

VI. Insurance to be Furnished by Enrolled Trade Partners

- E. **Cancellation Notice.** Policies shall not be canceled, non-renewed or materially changed without the Trade Partner providing sixty (60) days prior written notice to Contractor.
3. **Lower-Tier Trade Partners' Insurance.** A Trade Partner must require all lower-tier Trade Partners providing labor, equipment, materials, or services directly to Trade Partner in connection with the Trade Partner's Work to obtain, maintain and keep in force coverage in accordance with these insurance requirements. Trade Partner will not be excused from its obligations to cause such lower-tier Trade Partners to meet the insurance coverage requirements set forth under this section unless Trade Partner obtains in writing from Contractor a waiver, which must be effective only as to such requirements and for such lower-tier Trade Partners specifically identified therein.
4. **General Requirements**
- A. Certificates of insurance complying with these requirements must be received by Contractor's DCIP Administrator prior to commencement of a Trade Partner's Work on the Project and will be a condition to any payment.
- B. All insurance is to be issued by companies acceptable to Contractor but must be provided by companies having at least an A.M. Best rating of A-VI or better and authorized in the state in which the project is located.
- C. Contractor reserves the right to require that Trade Partner provide certified copies of any and all insurance policies and endorsements.
- D. Certificates of insurance are subject to the approval of Contractor. However, any acceptance of a certificate by Contractor does not limit or relieve Trade Partner of its obligations under the Contract or waive Trade Partner's obligation to maintain such insurance.
- E. Contractor may take such steps as necessary to ensure Trade Partner compliance with the insurance requirements. In the event Trade Partner fails to obtain and maintain the policies of insurance meeting the requirements and minimum limits identified above, Contractor may obtain and maintain such coverage and recover the cost from Trade Partner.
- F. The policies of insurance required above must contain no exclusion for work expressly within Trade Partner's scope of work (e.g., EIFS, asbestos, etc.) unless Trade Partner has a separate policy providing such coverage and provides evidence of such coverage with limits of liability comparable with above stated limits.
- G. The required coverage and limits referred to and set forth herein do not affect or limit Trade Partner's liability with respect to its Contract and its performance or the coverage afforded to an Additional Insured.

VII. Insurance to be Furnished by Non-Enrolled Trade Partners

Non-enrolled Trade Partners and other Excluded Parties shall not be covered by insurance provided through the DCIP. Non-enrolled Trade Partners shall obtain and maintain all insurance coverage specified below until all their obligations have been discharged, including any warranty periods under their Contract. Other categories of Excluded Parties should refer to their specific Contract to ascertain their insurance obligations.

1. **Minimum Coverage and Limits.** Unless higher limits are required in the Contract Documents, Non-enrolled Trade Partners must procure, carry, and maintain policies of insurance meeting the requirements and minimum limits listed below. Where appropriate, the required insurance limits may be provided through a combination of primary and excess/umbrella policies.

- A. **Workers' Compensation and Employer's Liability Insurance.** Non-enrolled Trade Partners must obtain and maintain Workers' Compensation insurance to cover the statutory limits and requirements of the Workers' Compensation laws of the state or states in which the Non-enrolled Trade Partner's Work is performed. Trade Partner's Workers' Compensation insurance shall include coverage for all proprietors, partners, members, and executives. **Non-Enrolled Trade Partners must carry this insurance regardless of eligibility for waiver or exemption of coverage under a state law.** Trade Partner Workers' Compensation insurance shall provide coverage for every tier with whom Trade Partner has a contract to perform Trade Partner's Work on the project, including, but not limited to, lower tier Trade Partners, Professional Employee Organizations, staffing companies, or labor vendors where such entities are performing any labor or services on the project. Non-enrolled Trade Partners must also obtain and maintain Employer's Liability insurance, including Occupational Disease coverage, meeting the requirements, and written for the following policy limits:

\$500,000 Bodily Injury Each Accident
\$500,000 Each Employee
\$500,000 Aggregate – Policy Limit

Coverage for Workers' Compensation and Employers Liability shall be written on an NCCI WC 00 00 00 coverage form or its equivalent.

Such insurance must include "other states" insurance, to include all states not named on the declarations page of the insurance policy, except for the monopolistic states.

Non-enrolled Trade Partners shall either provide Workers' Compensation coverage or require proof of Workers' Compensation coverage from every person with whom it has a direct contract to perform construction Work on the Project. The substance of this clause shall be included in all contracts Non-enrolled Trade Partners enter with lower tier Trade Partners.

NOTICE: All out-of-state Trade Partners of any tier are advised to contact the Workers' Compensation department in the state where the project is located regarding requirements and compliance with the local Workers' Compensation Law and Regulations.

VII. Insurance to be Furnished by Non-Enrolled Trade Partners

- B. **Commercial General Liability Insurance.** Non-enrolled Trade Partners must obtain and maintain Commercial General Liability insurance for the hazards of (i) construction operation, (ii) independent contractors, (iii) products/completed operations, (iv) explosion, collapse and underground (XCU), (v) broad form property damage, (vi) personal injury, (vii) premises operations, and (viii) broad form contractual liability. Such insurance must be written for the following policy limits:

\$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 Personal & Advertising Injury
\$2,000,000 General Aggregate (Per Project)
\$2,000,000 Products/Completed Operations Aggregate

Non-enrolled Trade Partners must continue to maintain or renew annually Commercial General Liability, including products/completed operations, for a minimum of the **statute of repose for the state in which the project is located** from completion of Non-enrolled Trade Partners' Work on-site, or as required by the Contract Documents, whichever is longer.

- C. **Commercial Automobile Liability Insurance.** Non-enrolled Trade Partners must obtain and maintain automobile liability insurance covering all owned, non-owned and hired automobiles used in connection with the Non-enrolled Trade Partner's Work written for the following policy limits:

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Accident

- D. **Excess/Umbrella Liability.** Non-enrolled Trade Partners must obtain and maintain Excess/Umbrella Liability coverage on a form following primary policy form (General Liability, Automobile Liability and Employers Liability) written for the following policy limits:

\$2,000,000 Per Occurrence
\$2,000,000 Aggregate Limit

Non-enrolled Trade Partners must continue to maintain or renew annually Excess/Umbrella Liability for a minimum of the **statute of repose for the state in which the project is located** from completion of Non-enrolled Trade Partners' Work on-site, or as required by the Contract Documents, whichever is longer.

- E. **Design/ Professional Liability.** If any design responsibility is included in the scope of Work of a Non-enrolled Trade Partner's Contract, Non-enrolled Trade Partners, or their designers, must purchase and maintain or renew annually, for a period of the **statute of repose for the state in which the project is located** after the date of Final Completion, insurance covering claims arising out of the performance or furnishing of design professional services and for claims arising out of allegations of errors, omissions or negligent acts in connection with the Work. The policy must be written for the following policy limits:

VII. Insurance to be Furnished by Non-Enrolled Trade Partners

**\$1,000,000 Each Claim,
\$1,000,000 Annual Aggregate Limit**

If the Trade Partner's Contract amount exceeds \$25 million, Trade Partner shall evidence higher limits; Trade Partner shall confirm with Contractor the higher limits required.

- F. **Commercial Watercraft and/or Aircraft Liability (if applicable).** If watercraft or aircraft are used in connection with the Non-enrolled Trade Partners' Work, Non-enrolled Trade Partners must obtain and maintain Commercial Watercraft and/or Aircraft Liability insurance covering the use of all owned, non-owned, and hired watercraft and/or aircraft written with a combined bodily injury or property damage limit of **\$50,000,000**.
- G. **Pollution Liability (if applicable to Trade Partner as defined in their Contract's scope of work).** The Contractor reserves the right to determine, on an individual Contract basis, whether pollution coverage must be carried by a Trade Partner and what limits will be required. If required, a Trade Partners must furnish insurance providing coverage for Pollution Liability in an amount not less than **\$2,000,000 per occurrence / \$2,000,000 Annual Aggregate** and complying with any other requirements of the Contract Documents. Such coverage shall be maintained or renewed annually for a minimum of the statute of repose for the state in which the project is located.
- H. **Equipment Policy.** Trade Partners must provide property coverage for their equipment and tools brought onto the Project site. Trade Partners waive all rights and claims against Owner, Contractor, Architect and other trade partners of any tier for damages or losses to their personal property, including, without limitation, their tools, equipment, machinery, mobile construction equipment, vessels, scaffolding and temporary structures, whether owned, used, leased or rented by Trade Partner, however caused. Trade Partner's insurance policies shall provide for such waiver by endorsement or otherwise. Trade Partner shall be solely responsible for any loss or damage to their personal property, however caused, and shall have no right of recovery against Owner, Contractor, Architect and other trade partners for such loss or damage.
- I. **Manned and Unmanned Aerial Services.** Before contracting for aerial services (such as manned or unmanned aerial photography), Enrolled Trade Partners must show that providers have aviation liability insurance coverage. A compliant certificate of insurance must be provided prior to executing an agreement or commencing services as follows:
- Specifically states that JE Dunn Construction Company and the Owner of the Project are Additional Insureds with respect to Aviation / Aircraft Liability coverage.
 - Lists "JE Dunn Construction Company" as the certificate holder. JE Dunn will not accept a "generic," or blank, certificate.
 - Shows liability limits maintained on the specific and identified aircraft/drone meeting or exceeding the following:
 - **\$1,000,000** per occurrence (with no per passenger or per person sublimit).

VII. Insurance to be Furnished by Non-Enrolled Trade Partners

- Includes a statement indicating the policy has been endorsed to waive the insurer's rights to subrogate against JE Dunn and the Owner with respect to claims arising from the use of the aircraft/drone in performing work on behalf of JE Dunn.
- Includes a thirty (30) day written notice of cancellation in favor of JE Dunn.
- States the following on the certificate: "Coverage is primary and without right of contribution of any insurance maintained by JE Dunn Construction Company or [the Owner of the Project]."

Only FAA Part 107 certified and qualified pilots may fly drones on JE Dunn projects, and all required FAA and government waivers must be obtained prior to flight.

2. Conditions

- A. **Insurance Primary.** Non-enrolled Trade Partners agree that all its policies of insurance are primary, non-contributory with and not in excess of Contractor's primary, excess or umbrella insurance or any other insurance available to the Contractor, Enrolled Trade Partners, or Additional Insureds required by Contract.
- B. **Severability of Interest.** General Liability, Excess/Umbrella Liability and Pollution Liability, if any, must be written to provide that, inasmuch as this policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, must operate in the same manner as if there were a separate policy covering each insured.
- C. **Waiver of Subrogation.** All policies of insurance, where allowed by law and excluding Design/Professional Liability insurance, that are in any way related to the Work or services of the Project, including those that are secured and maintained by consultants and lower-tier Trade Partners, must include a provision providing that each party and its insurance carrier waive all rights of recovery under subrogation or otherwise against the Owner, Contractor, Architect (if required in the Contract Documents), any Trade Partners of any tier, and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries and affiliates.
- D. **Additional Insureds.** Trade Partner-furnished insurance (except Workers' Compensation Insurance and Design/Professional Liability, if applicable) must include, Owner, Contractor, Architect (if required in the Contract Documents), and any other person or entity required by the Contract Documents, and all their assigns, subsidiaries and affiliates as additional insureds as their respective interest may appear ("Additional Insureds"). Additional Insured status must be provided for ongoing operations and completed operations. Additional Insured endorsements are subject to Contractors review and approval if provided with certificates of insurance. Additional Insured endorsements may not contain time limitation shorter than required by Contract, nor may it alter/limit coverage provided to the Additional Insured. All Limits of Liability available to the Trade Partner will inure to the benefit of the Additional Insureds.

VII. Insurance to be Furnished by Non-Enrolled Trade Partners

E. **Cancellation Notice.** Policies shall not be canceled, non-renewed or materially changed without the Trade Partner providing sixty (60) days prior written notice to Contractor.

3. **Lower-Tier Trade Partners' Insurance.** A Trade Partner must require all lower-tier Trade Partners providing labor, equipment, materials, or services directly to Trade Partner in connection with the Trade Partner's Work to obtain, maintain and keep in force coverage in accordance with these insurance requirements. Trade Partner will not be excused from its obligations to cause such lower-tier Trade Partners to meet the insurance coverage requirements set forth under this section unless Trade Partner obtains in writing from Contractor a waiver, which must be effective only as to such requirements and for such lower-tier Trade Partners specifically identified therein.

Trade Partner shall verify that their lower tier Trade Partners have met the Workers' Compensation insurance requirements, as required by law, including but not limited to collecting all required certificates of insurance.

4. General Requirements

- A. Certificates of insurance and endorsements complying with these requirements must be received by Contractor or Trade Partner prior to commencement of a Trade Partner's Work on the Project and will be a condition to any payment.
- B. All insurance is to be issued by companies acceptable to Contractor but must be provided by companies having at least an A.M. Best rating of A-VI or better and authorized in the state in which the project is located.
- C. Contractor reserves the right to require that Trade Partner provide certified copies of any and all insurance policies and endorsements.
- D. Certificates of insurance are subject to the approval of Contractor. However, any acceptance of a certificate by Contractor does not limit or relieve Trade Partner of its obligations under the Contract or waive Trade Partner's obligation to maintain such insurance.
- E. Contractor may take such steps as necessary to ensure Trade Partner compliance with the insurance requirements. In the event Trade Partner fails to obtain and maintain the policies of insurance meeting the requirements and minimum limits identified above, Contractor may obtain and maintain such coverage and recover the cost from Trade Partner.
- F. The policies of insurance required above must contain no exclusion for work expressly within Trade Partner's scope of work (e.g., EIFS, asbestos, etc.) unless Trade Partner has a separate policy providing such coverage and provides evidence of such coverage with limits of liability comparable with above stated limits.
- G. The required coverage and limits referred to and set forth herein do not affect or limit Trade Partner's liability with respect to its Contract and its performance or the coverage afforded to an Additional Insured.

VIII. Termination of DCIP and Alternate Insurance

In the event Contractor, for any reason, is unable to provide or, after commencement of Work, elects not to provide or to continue to provide the insurance as specified in Section IX of this Manual then, upon sixty (60) days written notice from Contractor or its designee, the following shall be required of each Enrolled Trade Partner:

The parties previously enrolled or to be enrolled in the DCIP shall obtain replacement insurance with the minimum coverage and limits set forth in Section VII or as otherwise required by Contractor, with insurers acceptable to Contractor. Such insurance shall be obtained before the DCIP coverage terminates, and Trade Partners shall provide Contractor with certificates of insurance or certified copies of policies prior to that date. Trade Partners shall also require all lower tier Trade Partners to obtain such insurance. Contractor shall issue the Trade Partner a change order which reflects the cost of the additional premiums realized by Trade Partner and its lower tier Trade Partners for such replacement insurance.

Contractor will, at its sole expense, maintain the following types of insurance under the DCIP:

1. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance will be provided through a National Council on Compensation Insurance (NCCI) standard policy coverage form of insurance in accordance with applicable laws of each state. In addition, Employer's Liability insurance, including Occupational Disease coverage, shall be provided with the following policy limits:

\$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Aggregate - Policy Limit

- ✓ No coverage is provided for any work at a location not included in the Jobsite.
- ✓ Workers' Compensation will be primary and non-contributory with respect to persons directly engaged in performance of Work included in the Jobsite.

Payrolls and losses will be filed with the appropriate Workers' Compensation rating bureau and will affect the experience modification of Enrolled Trade Partners.

The Enrolled Trade Partner shall advise its current carrier(s) to exclude payroll for the Work at this Jobsite.

2. Commercial General Liability

Coverage is written on an "occurrence" basis. The policy includes:

- ✓ Premises and Operations coverage.
- ✓ Completed Operations coverage based on the relevant state statute of repose, in effect as of the date of project completion.
- ✓ Personal Injury Liability.
- ✓ Contractual coverage for liability assumed under an insured contract as defined by the insurance policy.
- ✓ Broad form property damage.
- ✓ Independent contractors.
- ✓ Explosion, Collapse, Underground (XCU).
- ✓ Employees are insureds under the policy.
- ✓ Separation of insureds, as defined by the standard Insurance Service Office (ISO) policy form.
- ✓ Stop Gap coverage, where applicable.

IX. DCIP Insurance Provided for Enrolled Trade Partners

Policy limits:

\$5,000,000 Each Occurrence
\$10,000,000 Products/Completed Operations Aggregate
\$10,000,000 General Aggregate

The limits of liability are shared by Contractor and all Enrolled Trade Partners. Aggregates are per project. General Aggregate limits shall be reinstated annually.

The policy will be primary for claims arising from Work under Contract at the Jobsite and noncontributory with any other insurance carried by the Trade Partner for Work performed at the Jobsite.

Specific exclusions:

1. Engineers and Architects Professional Liability exclusion (CG2280)
2. Absolute Pollution exclusion
3. Asbestos exclusion
4. Fungus/mold exclusion

Deductible

Trade Partners will be responsible for payment of a deductible up to \$2,500.00 per occurrence for general liability property damage claims. Such deductibles may be collected through the issuance of a unilateral deductive change order.

Refer to policy for additional terms, exclusions, and conditions. Policy is available from the Contractor or DCIP Administrator upon request.

3. Excess Liability

Coverage is provided with combined limits of \$50,000,000 per occurrence, \$50,000,000 General Aggregate, and \$50,000,000 Completed Operations. The limits of liability are shared by Contractor and all Enrolled Trade Partners. Aggregates are per project. General Aggregate limits shall be reinstated annually. Limits may be revised for different phases of the Project.

Refer to policy for additional terms, exclusions, and conditions. Policy available from the DCIP Administrator upon request.

DCIP Insurance Carriers

General Liability: Liberty Mutual Fire Insurance Co.

Workers' Compensation: Liberty Insurance Corp.

Excess Liability: National Fire & Marine Insurance Co.

Excess Liability: Ohio Casualty Insurance Co.,

IX. DCIP Insurance Provided for Enrolled Trade Partners

Providing the insurance described in this Section IX shall in no way relieve, limit, or be construed to relieve or limit the Trade Partners of any responsibility or obligation whatsoever otherwise imposed by their Contract or by law.

Any type of insurance or increase of limits not described above which the Trade Partner requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

A payroll reporting form must be completed each month by Enrolled Trade Partners and any lower tiers of Trade Partner(s) on the Jobsite for each Contract awarded, including zero payroll if applicable, until completion of the Work under each Contract. The completed form shall be sent to the DCIP Administrator by the 10th day of each month, or payments to Trade Partners may be withheld. The Trade Partner is responsible for enforcing the submission of all forms by its lower tier Trade Partner(s).

Online payroll reporting is encouraged. A link, along with reporting instructions, will be provided by the DCIP Administrator. If online reporting is impractical, a payroll reporting form must be submitted. Computer-generated payroll reports are acceptable if similar information is provided.

Payroll Reporting Form Instructions

1. **Reporting Period:** Enter the reporting period for which this report is supplying payroll information.
2. **Company Name:** Enter Trade Partner's name.
3. **Workers' Compensation Class Code:** List Trade Partner's Workers' Compensation class code(s). This information can be obtained from Trade Partner's Workers' Compensation policy, its insurance agent, or the information supplied on the Estimated Exposure Worksheet. The form will need to be revised if there are additional class codes listed on the monthly reporting form that were not listed on the Estimated Exposure Worksheet.
4. **Man-hours and Payroll:** List man-hours and payroll for each class code. List straight time **and** overtime. List one cumulative total for all employees who fall under each class code. There is no need to break out figures on a per employee basis.
5. **Sign and Date Form.**

Other Instruction and Requirements

Audit

All payroll records related to this DCIP are subject to physical audit by an auditor representing the Contractor, DCIP Administrator or Insurer. Audits will also be scheduled shortly after the anniversary of Project commencement to verify the prior years reported payroll. The Insurer reserves the right to audit Enrolled Trade Partners' payroll records at any time, subject to one week's written notice of such audit.

Employer Verified Payroll

DCIP payroll reports must reflect accurate payroll certified by the Trade Partner. Signature verification by your controller or another company officer is adequate to certify your payroll report.

Class Codes

Trade Partner shall utilize the NCCI classification for assigning Workers' Compensation codes for each of its employees. Any questions regarding classification should be directed to the DCIP Administrator.

Multiple Contracts

If a Trade Partner has multiple Contracts for work on a Jobsite, that Trade Partner shall complete a separate Payroll Reporting Form for each Contract.

DCIP Payroll

Reported payroll shall include the total payroll and hours split out by Workers' Compensation Class Code for all employees working on the Jobsite based on the NCCI rules for payroll inclusion.

Overtime Payroll

Earnings for any overtime work should be reported at the straight-time rate: overtime hours multiplied by straight-time hourly wage. Do not include the premium portion of the wage paid to the employee. Overtime means those hours exceeding 8 hours worked each day, 40 hours in any week, or work on Saturdays, Sundays, or holidays, but only when there is an increase in the hourly rate to work such hours.

SAMPLE CALCULATION

	Hours	Wage Rate	Payroll	DCIP Payroll
Straight Time	40.00	\$10/hr.	\$400	\$400
Overtime	20.00	\$15/hr.	\$300	\$200
TOTAL	60.00		\$700	\$600

Records Retention

Payroll records (related to Jobsite Work) for employees covered by the DCIP should be maintained separately from all other Enrolled Trade Partner payroll records. These records shall be retained for three years following completion of your Work under each Contract with the Contractor, or for a period specified in your Contract, whichever is longer.

Report Due Date

Regardless of your accounting period, payroll reports (DCIP Payroll Report or equivalent) are due by the 10th day of each month.

If online reporting is impractical, payroll reporting forms must be submitted to:

Lockton Companies, LLC

444 West 47th Street, Suite 900

Kansas City, Missouri 64112-1906

Attn: J.E. Dunn DCIP Administrator

Phone: (816) 960-9000

E-mail: WrapUpCIPCoordinators@Lockton.com

Failure to provide reports by the due date will cause your payments to be delayed.

Please Note: All Enrolled Trade Partners must report man-hours and payroll. This includes time and materials, GMP, and lump sum type contracts.

1. **Workers' Compensation Claims:** Enrolled Trade Partner personnel **must** follow these procedures whenever an employee is involved in **any** accident or occurrence resulting in an injury, or whenever complaints of illness or discomfort arise while working on the Project Site.
 - A. Immediately contact the Trade Partner's supervisor to report **all** incidents. The Trade Partner's supervisor shall contact the Project safety office to arrange for care. If emergency transportation is required, call the designated emergency number **first**, and then immediately call the Project safety office to report the injury.
 - B. Once serious incidents are under control, the Workers' Compensation Report of Injury form must be completed, and a copy sent to the Project safety office for all incidents. (Section XIII *Forms*)
 - C. All incidents shall be reported immediately to the Project safety office of the Contractor and any required accident report forms completed. The Project safety office shall review the report for accuracy within 24 hours. The report shall be forwarded by the Project safety office to the DCIP Claim Resource Specialist for transmittal to the Insurer.
 - D. OSHA 300 Log - OSHA requires employers to maintain a log of workplace injuries based on their guidelines defining a reportable incident/injury. It is the responsibility of the Trade Partners to maintain this log and comply with all other applicable regulations. The Project safety office will maintain a cumulative log of all injuries on the Project site.
 - E. A supply of pre-printed accident/incident forms shall be maintained at the Project safety office, at the Contractor's designated site, or on the Project intranet/website.
 - F. Injured employees must be returned to work or services when released by the medical provider for modified duty, except as otherwise authorized by the Contractor. Such modified duty shall be at pre-injury wage rate, except as authorized by the Contractor or as otherwise controlled by state statute. (Reference Section XII *DCIP Project Safety Program*, at Section 6 *Return to Work/Modified Work Program*.)
 - G. Non-enrolled Trade Partners must notify the Contractor of any incident on the Project Site. Claims should be reported to the respective Trade Partner's workers compensation insurance carrier.

2. **General Liability Claims – Enrolled Trade Partners:** It is the responsibility of all Enrolled Trade Partners to notify the Contractor of all claims **within 24 hours** of the occurrence by following the procedures below. **Failure to timely notify Contractor of any and all claims could be grounds for denial of coverage.**
 - A. Immediately notify the Contractor's superintendent or project manager of any property damage or injury involving a third party.
 - B. An Enrolled Trade Partner shall complete a Claim Reporting Form (Section XIII *Forms*) and email to claims@jedunn.com **within 24 hours** of the occurrence.
 - C. In the event the Trade Partner is served with a summons or other legal notice involving a claim of personal injury or property damage to a third party related to the Project, a copy of the summons, complaint, or other legal notice shall be forwarded **within 24 hours** of its receipt to the Contractor's project manager with a PDF copy

to claims@jedunn.com. If not previously submitted, a Claim Reporting Form should also be completed, as described above. **Delay in reporting a summons or other legal notice could result in a default judgement against the Trade Partner.**

- D. Trade Partners shall assist in completing any paperwork (including the Claim Reporting Form), undertaking any investigation of the injury or property damage, and cooperating in any and all activities to bring a claim to resolution. Trade Partner should be prepared to provide:
 - Date, time, and location of the occurrence
 - Name, address and phone number of the injured person(s) and/or owner(s) of the damaged property
 - Description of the damaged property, if any
 - Name, address and phone number of witness(es).
3. **General Liability Claims – Non-enrolled Trade Partners:** Non-enrolled Trade Partners shall report any property damage or injury involving a third party directly to their own insurance carrier/broker by following its usual procedures. Non-enrolled Trade Partners shall likewise notify Contractor's superintendent or project manager of any such occurrence and shall, on request, confirm to Contractor that satisfactory reporting to the insurance carrier has occurred.
4. Enrolled Trade Partners, on a quarterly basis, may request a reporting of the participant's respective claims details and loss information. An Enrolled Trade Partner may submit their request by email to claims@jedunn.com.
5. Joint Representation. When legal representation is required by two or more parties insured under the DCIP, absent an actual conflict of interest between such insureds, the Insurer shall have the right to retain one attorney to represent all such insureds in any action or proceeding in which more than one insured is named. An insured has an actual conflict, and is entitled to separate counsel, only in the following circumstances:
 - The DCIP Insurer has issued a reservation of rights to one, but not all, insureds joined in such action or proceeding;
 - A DCIP Insurer's reservation of rights issued to one insured contains reservations different than a reservation issued to another insured(s) joined in such action or proceeding; or
 - Adequate limits of DCIP insurance are not available for the damages sought in such action or proceeding; or
 - As addressed by statute.

An insured with an actual conflict of interest may waive such conflict and agree to joint representation. By enrolling in the DCIP, an insured shall be deemed to waive any conflict which does not meet the above definition of an actual conflict, and all insureds agree to perform any additional steps necessary to ensure the waiver of any conflict which does not meet the above definition of an actual conflict.

6. Waiver of Insured Cross-Claims. By enrolling in the DCIP, an insured agrees they are not entitled to make a cross-claim (or any similar legal claim) against another insured if that cross-claim arises from “bodily injury,” “property damage,” or “personal injury” to which the DCIP applies and for which there is adequate limits of insurance to pay damages in any such proceeding. The insureds agree to perform any additional acts required to initiate the waiver of any such claim. This paragraph does not apply to any suit or claim necessary to trigger DCIP coverage.

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6.0	RETURN-TO-WORK/MODIFIED WORK PROGRAM (RTW/MWP)

Note: In addition to the safety information referenced herein, other Project-specific safety requirements have been or may be developed by the Owner and Contractor – such requirements shall also be applicable to all Trade Partners, suppliers, and other related parties at the Project Site.

1.0 INTRODUCTION & POLICY STATEMENT

The Project team is committed to providing each worker a safe and healthful workplace. To accomplish this objective, it is necessary that an effective and understandable safety and health policy be defined and enforced consistent with nationally recognized standards.

Successful safety performance requires the combined efforts of the Contractor, Trade Partners, all Project participants, and all employees. It is very important that the team addresses this objective in order to maintain the safest and most successful Project in the construction industry.

The Contractor's national Safety and Health Manual can be found at http://sms.jedunn.com/safety_program. Adherence to the Safety and Health Manual **is a requirement** for all partners on all of Contractor's projects.

Additionally, the Contractor and the DCIP Administrator have prepared the DCIP-specific Project Safety Requirements. The Safety and Health Manual, as well as the DCIP-specific Project Safety Requirements and any Site-Specific Safety Plan, are binding terms for all Enrolled and Non-enrolled Trade Partners. The Contractor's agreement with the owner may also include specific safety requirements. **Together, these items comprise the core of the total "Project Safety Program" for the DCIP Project.**

It is a requirement of all Trade Partners that all components of the Project Safety Program be included in all Project contracts of any tier.

It is not the intention of the Project Safety Program to be all-inclusive. It is, however, an attempt to provide the Trade Partners and their employees with basic safety and health requirements as well as to provide requirements that may be in addition to Occupational Safety and Health Act (OSHA) regulations. It is incumbent on all parties to follow the best and highest safety practices in all aspects of their activities.

In the event of a conflict and/or ambiguity between various statutes, law, regulations or standards and this Project Safety Program, interpretation by the Project Safety Manager will be final.

1.1 Definitions

The definitions set forth in Section II of this manual shall apply to the Project Safety Program. The following definitions also apply:

Project Safety Program: shall be comprised of the Contractor's national Safety and Health Manual, the DCIP-specific Project Safety Requirements, any Site-Specific Safety Plan, and any aspects of the owner agreement. It also includes OSHA regulations, other applicable regulations (federal, state or local), and any other provisions necessary to operate and enforce the program.

Contractor's Representative: the person(s) designated by the Contractor as having the responsibility to monitor the Project Safety Program.

Project Safety Manager: A specific safety specialist assigned to the Project; may be one and the same as Contractor's Representative.

Trade Partner Safety Representative: the individual on the payroll for each Trade Partner responsible for monitoring compliance with the Project Safety Program and the respective Trade Partner's own safety plan.

Note: Capitalized terms used in this Section XII but not defined herein may refer to terms used in Contractor's national Safety and Health Manual or may refer to standard terms recognized in the industry. Any questions regarding such terminology shall be directed to Contractor's Representative.

2.0 RESPONSIBILITIES

Trade Partners shall comply with the Project Safety Program. Each Trade Partner shall retain primary responsibility for its Work and its employees. Each Trade Partner shall also be responsible for its compliance with the Project Safety Program by its lower tiers.

The Trade Partner shall communicate the contents of this Project Safety Program to their workers and provide regular updates. Trade Partner personnel, suppliers, consultants, agents, and visitors shall, at the Project Site, observe and comply with the strictest provisions of all federal, state, or local safety, fire, and environmental laws, rules, and regulations and as otherwise prescribed by the Project Safety Program or any other legal requirements.

Failure to comply with any part of the Project Safety Program will be considered noncompliance with the Contract and may result in remedial action, including withholding of payment of any sums due and/or removal of the Trade Partner from the Project Site.

Trade Partners shall take all necessary precautions to protect the public from any hazards involving safety and health arising from their Work. All construction activities shall be isolated from the public to the greatest extent possible.

Trade Partners will be responsible for the payment of all fines and/or claims for damages levied against them for safety or environmental violations or deficiencies related to the conduct of their employees or Work.

The Contractor shall have full authority to stop work in progress, when necessary, to enforce mandatory safety requirements. The Contractor shall not be liable for any damages experienced by Trade Partner due to stoppage. No part of the time lost due to any such stop work order shall be made the subject of a claim for extension of time or increased costs owed to any Trade Partner.

If at any time the Trade Partner is performing Work under more than one contract at the Project Site or intends to or does have fifty (50) or more employees on site ("High employment"), such Trade Partner will have a full-time safety representative with no other craft or supervisory duties assigned. This requirement is to ensure the safety of its operations and to protect all of the stakeholders during the period of such High employment. If the Trade Partner does not comply with this requirement, Contractor may elect to supplement this personnel resource at Trade Partner's expense and without authorization from Trade Partner.

Each Trade Partner Safety Representative shall have the experience, ability, and authority to act on behalf of the respective Trade Partner and its lower tiers regarding matters of safety on the Project. Costs of Trade Partner's participation are the responsibility of the Trade Partner. Selection of the Representatives is subject to approval by Contractor, and candidate resumes must be submitted in a timely manner for review. Each Trade Partner Safety Representative will become a member of the Project safety committee(s) and will be expected to attend all committee meetings called by the Contractor. The Trade Partner agree to make their designated Trade Partner Safety Representative available for additional specialized safety training over and above the normal duties stated above, as deemed appropriate by the Contractor. If the Trade Partner does not comply with the safety requirements, Contractor may elect to supplement safety personnel resources at Trade Partner's expense and without authorization from the Trade Partner.

Trade Partners shall provide the following items before commencement of Work and/or throughout the life of the Project:

- A copy of its corporate safety and health program/manual;
- A copy of its project-specific safety plan;
- A list of "competent personnel" designated by the Trade Partner (on company letterhead);
- Job hazard analyses (JHA) that define the scope of work, activities and risks involved with the scope of work, and the methods Trade Partner will use to mitigate and eliminate such risks (the JHA should be available prior to preinstallation meeting);
- Confirmation of compliance with daily job safety analyses (JSA);
- Written Hazard Communication Program;
- Written Housekeeping Plan;
- Written Cord Management Plan;
- Written Exposure Control Plan for Silica, when applicable;
- Acknowledgement and implementation plan for a "Ladders Last Policy";
- Heat Illness Prevention Plan;
- A list of chemicals used on the Jobsite in the performance of the Work;
- Copies of Material Safety Data Sheets (MSDS) for each chemical used on the Jobsite;
- Documentation of required training for Project employees as it applies to their Work;
- Inspection process and periodic inspections of the Work area;
- Copies of accident investigations (within 24 hours of occurrence) for any incident or near miss occurring at the Project Site;
- Incident log of occupational injuries and illnesses that occur on the Jobsite, including a 300 log, when requested;
- Records of the disposal of chemicals/materials or any other hazardous wastes used on the Jobsite in the performance of the Contract;

XII. CIP Project Safety Program

- Proof of compliance with storm water discharge environmental regulations (the Contractor, at its option, may choose to create and maintain this documentation for the Trade Partners); and
- Leading and Lagging Safety Indicators reported electronically through the Contractor's Project intranet or website (weekly requirement).

Employees are prohibited from carrying weapons or ammunition to the Project Site or carrying weapons while performing Work on the Project or attending Project-sponsored activities.

Trade Partner further agrees to comply with any postings or notices placed on site by the Contractor's representative regarding safety, security, or weapons.

The Contractor has adopted a policy of a drug free work site on the Project. This may include, but is not limited to, pre-work, just cause, random, general or shift, and post-accident drug screening as required by the Contractor. Employees are prohibited from use and possession of alcoholic beverages or drugs (other than prescription) while performing Work on the Project Site or attending Project-sponsored activities.

All Trade Partner employees must provide the Contractor's Representative satisfactory evidence of a negative drug screen at the designated clinic before being allowed to work on the Project. If the Trade Partner utilizes a clinic or service other than the one designated by the Contractor, the testing methods, procedures, protocols, and reporting procedures utilized will be subject to approval by the Contractor. The negative drug screen shall be provided no later than at the time of safety orientation of the employee and prior to commencing work. Employee drug screening shall have been performed within the 45 days prior to the employee's start date on the Project. Worker participation in a bona fide substance abuse program may, subject to approval by the Contractor and Insurer, meet the requirement for pre-work drug testing. Whenever an employee sustains a work-related injury, a drug and alcohol test is necessary. Such tests will be administered at the time an injured worker receives medical treatment resulting from the incident. Testing is not limited to the injured employee but may be required of any person(s) involved in the incident as required by the Project Safety Manager. The cost of the testing is the responsibility of the Trade Partner.

All unauthorized personnel (individuals on site without an identification badge/sticker/beacon) wishing to enter the Project Site must have the permission of the Contractor or its designee. Permission will only be given upon verification that the unauthorized personnel will always be accompanied by an authorized employee.

The Trade Partner shall provide each worker on the Jobsite the proper tools and equipment to safely perform his/her job. Additionally, all personal protective equipment (PPE) shall meet all Owner and Contractor requirements. Such PPE shall be supplied, inspected, and maintained by the Trade Partner at Trade Partner's expense. Contractor has adopted a glove policy and culture on this Project. Trade Partners must provide adequate and appropriate hand protection (i.e., gloves) for each employee based on task specific risks. At a minimum, gloves must meet a cut level protection equivalent to an ANSI 2/EN 3 as it pertains to a scale of 1-5. An appropriate inventory of gloves shall always be provided and maintained by each Trade Partner.

Trade Partners must implement a Ladders Last Policy approach in accordance with Contractor's national Safety and Health Manual. Ladders Last seeks to mitigate and eliminate the use of ladders,

including step ladders, where practicable. The intent is to eliminate work at heights, substitute (using ladder alternative options) with lifts/scaffolding equipment and choose a platform ladder with defined safety precautions as a last option (must include risk assessment).

In addition to task-specific safety training, each Trade Partner shall conduct weekly toolbox talks. Safety meetings shall be documented by subject, date and time, and attendee names. A copy of the toolbox talk must be transmitted weekly to the Contractor's Representative. If a limited number of onsite employees for the Trade Partner makes a talk impractical, any onsite employees shall attend the weekly toolbox talk scheduled by the Contractor. Contractor reserves the right to call additional safety meetings, to include safety stand-downs or re-focus meetings, when conditions warrant. These safety meetings will be at the expense of Trade Partner. Training materials are available through trade associations, insurance companies, and the Project Safety Manager.

Trade Partners shall comply with all floor hole and opening requirements set-forth in Contractor's Safety and Health Manual. All protective covers shall be mechanically fastened to floor or structure, and floor hole cover removal permits are required when removing any protective covers.

Any Trade Partner that is involved in "high hazard" work will be required to provide notification of the start of such activity to the Project Safety Manager prior to the commencement of such activity. Such scopes and activities include but are not limited to critical lifts with cranes, hot work, trenching and excavations, work at heights, steel erection, precast erection, work near overhead power lines, utility tie-ins, pneumatic tests, and confined space entry work.

The Contractor may request the removal from the Project of Trade Partner or lower tier Trade Partner personnel, management, supervision, or craft for noncompliance with the Project Safety Program or non-correction of hazards. This request for removal may also apply to any individual who, in the opinion of the Contractor and the Contractor's Representative, exhibits an unsafe attitude. The Contractor and/or the Contractor's Representative shall not be liable for any damages experienced by any Trade Partner due to removal of Trade Partner's personnel, management, supervision, or craft from the Project Site.

Trade Partners are required to discipline employees who violate established rules and regulations of the Project. The Trade Partner's disciplinary procedures will meet or exceed those provided for in the Project Safety Program.

Trade Partners, without exception, must comply with Contractor's safety and health policies as outlined in the Safety and Health Manual, with special emphasis and actions placed on fall protection, falling object/overhead protection, floor holes and openings, mobile elevated work platforms, precast erection and steel erection.

3.0 HAZARD NOTIFICATION

Imminent danger situations brought to the attention of the Contractor shall be corrected immediately. Other unsafe conditions will be conveyed via a written hazard alert. The Trade Partner, within one (1) working day (24 hours) of notification of the unsafe condition or hazard alert, must correct the hazard(s) and/or unsafe act(s) or remove defective equipment from the Project Site. Upon expiration of the period, the Contractor may stop work until the hazard is abated. Lost time, lost productivity, or other expenses as a result of this hazard and/or safety violation will be at the sole cost of the Trade

Partner.

Trade Partners encountering safety hazards beyond their control or expertise to correct must notify the Contractor of their concerns. Failure on the part of the Contractor to observe or deter unsafe work practices shall in no way relieve any Trade Partner of its safety responsibilities. Lack of cooperation in complying with these requirements will be considered non-compliance with the Contract and may result in a remedial action including, but not limited to, withholding of payments due the Trade Partner or correction of the hazard by the Contractor with the cost deducted from the Trade Partner's Contract.

4.0 EMPLOYEE SAFETY ORIENTATION

All Trade Partners shall require their employees to complete a project safety orientation prior to being able to enter the Project Site. The Contractor will provide general safety orientation to all workers before the start of their first day. Safety orientation for employees will be approximately two hours in length or as deemed appropriate by the Contractor's Representative. Each Trade Partner will be responsible for contacting the Contractor's Project safety office to schedule each worker for this training. Training shall include: introduction to the project safety plan, JSA requirements (daily), proper use of personal protective equipment requirements (such as hard hats, safety glasses with rigid side shields (z87.1), hand protection (100% gloves), hearing protection, foot protection, and other clothing requirements), fall protection, falling object protection, floor hole/openings, emergency preparedness, and applicable hazard communication awareness. It is the Trade Partners' responsibility to provide task specific safety training for their workers. An identification badge/sticker or beacon will be issued to all individuals who have completed safety orientation and have provided evidence of a negative drug screen. All personnel who have access to the Project Site are required to wear the identification. The Contractor will monitor employees for proper identification.

Failure to ensure all personnel complete orientation will result in a liquidated damage assessment of \$1,500 per untrained employee. Such assessment will be issued through a unilateral deductive change order or other means approved by the Contractor.

5.0 ENFORCEMENT PROGRAM

To ensure compliance, the Contractor will place all workers on site under a three-step enforcement program consisting of the following: verbal warning for the first violation; written warning for a second violation; and revocation of eligibility to work on the Project Site for a third violation. However, episodes of gross misconduct by an employee for any reason may result in immediate disciplinary action up to and including permanent removal from the Project Site.

6.0 RETURN-TO-WORK/MODIFIED WORK PROGRAM

Enrolled Trade Partners and their lower tier Trade Partner(s) shall implement a "Return-to-Work/Modified Work Program" (RTW/MWP) for any employees injured at the Project. Enrolled Trade Partners shall initiate the RTW/MWP when the injured employee is released by the medical provider for modified duty whether or not a job is immediately available and whether or not such work is available on this Project, except as otherwise authorized by the Contractor. The RTW/MWP process includes, but shall not be limited to, the following:

- ❖ The Enrolled Trade Partner shall communicate to the injured employee and treating physician the RTW/MWP program and facilitate the RTW/MWP process with the treating physician and the injured employee.
- ❖ The RTW/MWP assignments must comply with all medical limitations defined by the treating physician so that new, additional, or aggravation injuries do not occur.

- ❖ The Enrolled Trade Partner must provide the Contractor copies of the injured employee's return to work notes, including description of the duty assignment, length of the modified duty, and restrictions.
- ❖ Such modified duty shall be at the employee's pre-injury wage rate, except as authorized by the Contractor or as otherwise controlled by statute.

Failure to participate in the RTW/MWP will result in a liquidated damage assessment to the Enrolled Trade Partner of \$1,500 weekly until such time as the injured worker is returned to work in either a modified duty position or full duty. The Enrolled Trade Partner agrees that such assessment will be issued through a unilateral deductive change order or other means approved by the Contractor.

- A. Trade Partner Enrollment Application
- B. Estimated Exposure Worksheet
- C. Assignment and Transfer Form
- D. Certificate of Insurance – Enrolled
- E. Certificate of Insurance – Non-enrolled
- F. Payroll Reporting Form
- G. Notice of Completion
- H. Workers' Compensation Report of Injury
- I. Claim Reporting Form

NOTE: Online enrollment is available. A link, along with enrollment instructions, will be provided by the DCIP Administrator. If online enrollment is impractical, a Trade Partner Enrollment Application, Estimated Exposure Worksheet, and Assignment & Transfer Form must be emailed to the DCIP Administrator.

**Dunn Controlled Insurance Program
Trade Partner Enrollment Application – WC/GL Program**

Prime Trade Partner

Project Name: _____

Company Name: _____

Enrollment Contact: _____
Name _____ *Phone* _____ *Fax* _____
E-mail Address: _____

Company Address: _____
Street Address _____

City _____ *State* _____ *Zip* _____

Federal Employer's Identification Number (FEIN): _____ Contract Value: _____

Scope of Work: _____ Estimated Start Date: _____

Who holds your Contract (J.E. Dunn or other)? Specify: _____

If you are subcontracting any of your work, please fill out the following. Please keep in mind YOU will be held responsible per contract for notification of any and all additional subcontracts issued under YOU. This means at any tiers.

LOWER TIER TRADE PARTNER ONE:

Company Name: _____

Enrollment Contact: _____
Name _____ *Phone* _____ *Fax* _____
E-mail Address: _____

Company Address: _____
Street Address _____

City _____ *State* _____ *Zip* _____

Federal Employer's Identification Number (FEIN): _____ Contract Value: _____

Scope of Work: _____ Estimated Start Date: _____

LOWER TIER TRADE PARTNER TWO:

Company Name: _____

Enrollment Contact: _____
Name _____ *Phone* _____ *Fax* _____
E-mail Address: _____

Company Address: _____
Street Address _____

City _____ *State* _____ *Zip* _____

Federal Employer's Identification Number (FEIN): _____ Contract Value: _____

Scope of Work: _____ Estimated Start Date: _____

If you have additional lower tier trade partners, please submit them on an attached sheet with this application.

Signature of Company Officer: _____ Date: _____

This form must be e-mailed to:

**LOCKTON COMPANIES, LLC
Attn: Dunn DCIP Administrator
444 West 47th Street, Suite 900
Kansas City, MO 64112-1906
Phone: 816-960-9000
E-mail: WrapUpCIPCoordinators@Lockton.com**

Estimated Exposure Worksheet

Company Name: _____

Who holds your Contract (JE Dunn or other)? Specify: _____

Bid Package: _____

Trade Partner EMR: _____

Project/Phase Name: _____ Contract Value: \$_____

Payroll Information

Labor Classification	WC Class Code	Estimated Man-Hours	Estimated Payroll

Assignment and Transfer

Agreement

The undersigned hereby warrants the accuracy of payroll/contract information provided and agree that the Contractor, its insurance representative, and/or the DCIP Insurer may audit the Trade Partner's records to confirm the accuracy of payrolls/contract amount.

Contract price and assignment of return premium: The Contractor, at its sole expense, will furnish the DCIP coverages listed for the benefit of all enrolled Trade Partners. In consideration of the Contractor providing DCIP coverages, the Trade Partner and its lower tier Trade Partners will:

- Bid contracts without General Liability and Workers' Compensation insurance costs included.
- Assign to the Contractor all return premiums, dividends, refunds, discounts, and/or other deducts due under the DCIP policies.

Signed by: _____

Date Prepared: _____

Printed: _____

Trade Partner Name: _____

Complete the form using estimated payroll/Contract amount and man-hours for the Contract you have been awarded. **If you have been awarded more than one Contract, a separate worksheet is required for each Contract.**

If you have any questions concerning the completion of this form, please contact your insurance representative or the assigned Lockton DCIP coordinator.



SAMPLE DCIP WC/GL **ENROLLED** TRADE PARTNERS CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Broker's Name		PHONE (A/C, No. Ext):	FAX (A/C, No):
(Name, Address)		EMAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$
	☐ For Offsite Coverage						PERSONAL & ADV INJURY	\$ 1,000,000
	☐ Outside the DCIP						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐							\$
A	UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	DED ☐ RETENTION \$ ☐							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	Workers Comp for Offsite Coverage							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Dunn Project Number _____ - Dunn Project Name

Workers' Compensation, General Liability, Automobile Liability & Excess Liability contain a waiver of subrogation where allowed by law.

Option I-For General Liability & Excess Liability on-going and completed operations and Auto Liability policies, blanket Additional Insured endorsement provides additional insured status as required by contract.

Option II-For General Liability & Excess Liability on-going and completed operations and Auto Liability policies, additional insured status is provided for [insert list of Additional Insureds]

CERTIFICATE HOLDER**CANCELLATION**

JE Dunn Construction Company

1001 Locust Street

Kansas City, MO 64106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



SAMPLE DCIP WC/GL **NON-ENROLLED** TRADE PARTNERS CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Broker's Name		PHONE (A/C, No. Ext):	FAX (A/C, No):
(Name, Address)		EMAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Insurance Company	
INSURED		INSURER B:	
Trade Partner		INSURER C:	
(Name, Address)		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	☐ POLICY ☒ PRO-JECT ☐ LOC							
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB	☒ OCCUR					EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	DED	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATU-TORY LIMITS	☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Dunn Project Number _____ - Dunn Project Name

Workers' Compensation, General Liability, Automobile Liability & Excess Liability contain a waiver of subrogation where allowed by law.

Option I-For General Liability & Excess Liability on-going and completed operations and Auto Liability policies, blanket Additional Insured endorsement provides additional insured status as required by contract.

Option II-For General Liability & Excess Liability on-going and completed operations and Auto Liability policies, additional insured status is provided for [insert list of Additional Insureds]

CERTIFICATE HOLDER**CANCELLATION**

JE Dunn Construction Company

1001 Locust Street

Kansas City, MO 64106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Payroll Reporting Form
Dunn Controlled Insurance Program**

I. General Information

Company Name: _____

Project/Phase Name: _____

Who holds your Contract (J.E. Dunn or other)? Specify: _____

Period That You Are Reporting Payroll For:

(Example: 06/01/08 – 06/30/08)

Month	Day	Year

–

Month	Day	Year

☐ **NO PAYROLL TO REPORT FOR THIS PERIOD**

II. Payroll Information

WC Description	WC Code			Number of Employees
		Hours	Payroll	
	TOTALS:			
*NOTE: Overtime should be included at the normal hourly rate. DO NOT INCLUDE EXTRA WAGES PAID FOR O.T.				

Payroll Verified by: _____ Date: _____
Controller or Company Officer

Does payroll include leased employees? ☐ Yes ☐ No

Is this your FINAL payroll report? ☐ Yes** ☐ No

****NOTE: If answered yes, a NOTICE OF COMPLETION FORM must be sent immediately to:**

**LOCKTON COMPANIES, LLC
Attn: Dunn DCIP Administrator
444 West 47th Street, Suite 900
Kansas City, MO 64112-1906
Phone: 816-960-9000
E-mail: WrapUpCIPCoordinators@Lockton.com**

Please list any Lower Tier Trade Partners performing work on the contact listed above:

J.E. Dunn DCIP Administrator and/or the insurance company may audit payroll.

**Notice of Completion
Dunn Controlled Insurance Program**

I. Completed Work

Company Name: _____

Project/Phase Name: _____

Who holds your Contract (J.E. Dunn or other)? Specify: _____

II. Trade Partners

Please Provide Names of Lower Tier Trade Partners That May Also Be Completing Work (attach additional pages if necessary):

III. Contract Information

Final Contract Value: \$_____ Other Contracts at This Jobsite: ☐ Yes ☐ No

Completion Date: ____/____/____ Final Onsite Total: \$_____ Payroll _____ Man-hours

Cumulative Payroll Summary (attach additional pages if necessary)

Class Code: _____ Payroll: \$_____ Class Code: _____ Payroll: \$_____

Class Code: _____ Payroll: \$_____ Class Code: _____ Payroll: \$_____

Class Code: _____ Payroll: \$_____ Class Code: _____ Payroll: \$_____

TOTAL: \$_____

Each Contract awarded on this jobsite will require a separate Notice of Completion form.

Final Audit Lockton Companies, LLC, or a designated "insurer" representative will contact your audit personnel identified in your Contractor Application to arrange for a final payroll audit.

Record Retention All payroll records related to the DCIP must be retained for a period not less than three years from completion of your Work.

Note—: Any Trade Partner whose insurance as provided by the DCIP has been terminated and who intends to return to the Project Site to perform warranty or additional work must confirm with the Contractor the appropriate insurance approach before entering the Project Site.

Print Name: _____

Signature: _____ **Title:** _____ **Date:** _____

Controller or Company Officer

This form must be e-mailed to:

**LOCKTON COMPANIES, LLC
Attn: Dunn DCIP Administrator
444 West 47th Street, Suite 900
Kansas City, MO 64112-1906
Phone: 816-960-9000
E-mail: WrapUpCIPCoordinators@Lockton.com**

WORKERS' COMPENSATION REPORT OF INJURY

Company/branch office reporting injury: _____

Project Name: _____ Project Number: _____

Project Address: _____ City/State/Zip: _____

Injured Employee: _____	Social Security #: _____
Address: _____	City: _____ State: _____ Zip: _____
Phone: _____ Sex: _____	Marital Status: _____ DOB: _____
Occupation: _____	Date of Hire: _____ Wage: _____
Employer: _____	Employer Address: _____
Employer Phone: _____	Employer Contact: _____

Date of Injury: _____ Time of Injury: _____ ☐ a.m./☐ p.m.

Type of Injury: _____ Body Part: _____

Accident Reported to: _____ Date and Time Reported: _____

☐ Yes ☐ No Was Employee Drug Tested & Orientated? Date of Drug Test _____ Date of Orientation: _____

☐ Yes ☐ No Did employee leave site for treatment? Date _____ Time: _____

☐ Yes ☐ No Did employee return to work after treatment? Date _____ Time: _____

Treatment (*check one*): ☐ Report Only/First Aid (*on-site*) ☐ Clinic ☐ Hospital ☐ Other: _____

Location of Accident: _____

What was employee doing when injured? _____

Describe (*in detail*) how accident occurred: _____

List Superintendents/Foreman at time of injury: _____

What steps have been taken to prevent accident in the future? _____

☐ Yes ☐ No Was the employee using any equipment/materials at time of injury?
If so, list items: _____

☐ Yes ☐ No Was there a defect in equipment?
If so, what? _____

☐ Yes ☐ No Was employee utilizing safety equipment?
If so, list items (*or check*): _____
☐ Hard hat ☐ Eye protection ☐ Gloves ☐ Safety harness ☐ Respirator

☐ Yes ☐ No Were there any witnesses to the accident?
If so, list: _____
Name Phone #

Additional Comments: _____

Date: _____ Supervisor's Signature: _____

Project name: _____ JE Dunn project no.: _____ Project start date: _____

Project address: _____ City: _____ State/ZIP: _____

Claim contact: (JE Dunn or trade partner (name, company, email and phone no.)) _____

Name	Company	Phone no.	Claimant (C), Employee (E), Witness (W) or Other (O)

Name (print)	Signature	Company/employer	Phone no.	Date of report
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Please email this completed form **within 24 hours** of the incident to claims@jedunn.com

SECTION 00 73 36 EQUAL OPPORTUNITY

GENERAL: Contractor is an Equal Employment Opportunity employer. As such, the requirements of 41 CFR 60-1.4(b) are incorporated by this reference, if applicable. This Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

PARTICIPATION: Subcontractors and its sub-subcontractors and suppliers shall use reasonably diligent efforts to seek and provide for minority business enterprise ("MBE") and women business enterprise ("WBE") participation in all construction contracts relating to this Project.

All Subcontractors are strongly encouraged to utilize (Minority Owned Enterprises and Women Owned Enterprises) subcontractors and material suppliers. Subcontractors may be asked to demonstrate what efforts were taken to obtain MBE/WBE participation. These efforts will include, but are not limited to, invitation to bid, advertisements in local papers, phone call log, etc.

**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Definitions
- B. Scope of work
- C. Categories of work
- D. Contract type
- E. Project Schedule
- F. Work by Owner
- G. Building Occupancy
- H. Building Codes
- I. Use of Project Site
- J. Work Restrictions
- K. Identification of Onsite Personnel
- L. Drug Screenings
- M. Tobacco Usage
- N. Firearms
- O. Background Checks
- P. Time Extensions for Unusually Severe Weather
- Q. Specification and Drawing Conventions
- R. The Intent of the Contract Documents
- S. Work Sequence

1.02 RELATED REQUIREMENTS

- A. Section 11 72 00 - Owner Furnished Medical Equipment

1.03 DEFINITIONS

- A. Contract Documents: Whenever the term "Contract Documents" is used, it shall consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued before execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.
- B. Work: The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
- C. Owner: Wherever the term "Owner" is used, it shall mean Hammes Company, located at 18000 W Sarah LN, Brookfield, WI 53045, who owns the property.
- D. Architect: Wherever the term "Architect" is used, it shall mean ACI / Boland, Inc., located at 1710 Wyandotte, Kansas City, Missouri 64108. The Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representative during construction.
- E. Construction Manager: Wherever the term "Construction Manager" is used, it shall mean J.E. Dunn Construction Company, located at 1001 Locust St.). J.E. Dunn Construction Company assumes the project with a guaranteed maximum price (GMP) and is responsible for overseeing and directing the Work.
- F. Subcontractor: Wherever the term "Subcontractor" is used, it means the person or entity who has a direct contract with the Contractor to perform a portion of the Work.

- G. Sub-subcontractor: Wherever the term "Sub-subcontractor" is used, it means the person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work.
- H. Structural Engineer: Wherever the term "Structural Engineer" is used, it shall mean Bob D. Campbell & Co., who have prepared the structural design drawings and specifications for the Project.
- I. MEP Consultants: Wherever the term "MEP Consultant" is used, it shall mean Branch Pattern, who have prepared the mechanical, electrical, plumbing, and fire protection design drawings and specifications for the Project.
- J. Civil Engineer: Wherever the term "Civil Engineer" is used, it shall mean BHC, who has prepared the civil design drawings and specifications for the Project.

1.04 SCOPE OF WORK

- A. New Building Construction; single-story, approximately 18,000 SF (approx.)
- B. Work shall include the following:
 - 1. Bid Package No. 1: Building Core and Shell
 - 2. Bid Package No. 2: Tenant Finish

1.05 CATEGORIES OF WORK

- A. Sitework and landscaping.
- B. General construction.
- C. Mechanical, electrical, plumbing, and fire protection Work.

1.06 CONTRACT TYPE

- A. Contract Type: Coordinate with Construction Manager.

1.07 PROJECT SCHEDULE

- A. Coordinate project schedule with Construction Manager

1.08 WORK BY OWNER

- A. The Owner will procure separate contracts with vendors to furnish and install furniture, fixtures, and equipment shown on the drawings, and specified in Section 11 72 00 - Owner Furnished Medical Equipment.
- B. The Construction Manager shall cooperate fully with the Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by the Owner.
 - 1. Coordinate the Work of this Contract with work performed by the Owner.
- C. OWNER FURNISHED / OWNER INSTALLED WORK (OFOI)
 - 1. Products and items indicated in the Contract Documents as "OFOI" will be furnished and installed by the Owner.
- D. OWNER FURNISHED / CONTRACTOR INSTALLED WORK (OFOI)
 - 1. General: Products and items indicated in the Contract Documents as "OFCI" will be furnished by the Owner, for final connection or installation by the Construction Manager.
 - a. Owner's Responsibilities for OFCI Work:
 - 1) Arrange for and deliver shop drawings, product data, and samples to the Contractor/s.
 - 2) Arrange and pay for product delivery to the site. After delivery, inspect products jointly with Contractor/s.
 - 3) Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 4) Arrange for manufacturer's warranties, inspections, and service.
 - b. Contractor's Responsibilities for OFCI Work:
 - 1) The Contractor shall coordinate and schedule with the Owner the requirements and timing required for prompt and proper incorporation into the work.

- 2) Review Owner furnished shop drawings, product data, and samples to determine if the information is adequate as needed for installation.
- 3) Receive and unload products at the site; inspect for completeness or damage, to the extent the Contractor is responsible for the installation of Owner provided Work.
- 4) Handle, store and install Owner furnished Work.
- 5) Repair or replace items damaged by construction operations.

1.09 BUILDING OCCUPANCY

- A. The Tenant intends to occupy the Project upon Substantial Completion.

1.10 BUILDING CODES

- A. Refer to the "Code Footprint Plan" Sheet in the Drawings for building code requirements.

1.11 USE OF PROJECT SITE

- A. Coordinate use of project site with the Construction Manager

1.12 IDENTIFICATION OF ON-SITE PERSONNEL

- A. Coordinate with Construction Manager.

1.13 DRUG SCREENINGS

- A. If applicable, comply with the Owner or Construction Manager's requirements for drug screening of ALL personnel working on the Project site.
 1. Maintain a list of approved screened personnel with the Contractor's representative.

1.14 TOBACCO USE

- A. Coordinate with Construction Manager.

1.15 FIREARMS

- A. Firearms: Firearms are not permitted on the Project Site.

1.16 BACKGROUND CHECKS

- A. If applicable, coordinate with Construction Manager or Owner.

1.17 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by the Contractor unless specifically stated otherwise.
- B. Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

1.18 INTENT OF THE CONTRACT DOCUMENTS

- A. Intent: Drawings and specifications are intended to provide the basis for proper completion of the Work. Anything not expressly set forth but which is reasonably implied or necessary for the proper performance of the project shall be included.
- B. The Contract Documents intend to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by

one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 20 00
PRICE, PAYMENT, AND CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Schedule of Values
- B. Payment Application procedures
- C. Contract Modification Procedures
- D. Time Extensions for Adverse Weather
- E. Bonus Incentive
- F. Liquidated Damages

1.02 RELATED REQUIREMENTS

- A. Section 00 50 00 - Contracting Forms and Supplements
- B. Section 01 25 00 - Substitution Procedures

1.03 SCHEDULE OF VALUES

- A. Coordinate with Construction Manager
- B. Construction Manager to submit an electronic copy of Schedule of Values to the Architect within 10 days after execution of Owner-Contractor Agreement.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with the number and title of the specification section.
 - 1. Include in each line item, the number of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate the continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts above five percent of the Contract Sum.
 - 3. Round amounts to the nearest whole dollar; total shall equal the Contract Sum.
- D. Revise Schedule of Values to list approved Change Orders, with each Application for Payment.
- E. Coordination:
 - 1. Coordinate preparation of the schedule of values with the preparation of the Contractor's construction schedule.
 - 2. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.

1.04 PROGRESS PAYMENTS DURING CONSTRUCTION

- A. Subject to timely submittal of proper Application for Payment, the Owner agrees to pay an amount to be determined by taking 90-percent (90%) of the value of labor and materials incorporated in the Work, plus material not incorporated in the work but approved by the Architect under the provisions of the Contract Documents, up to the date of application, less the aggregate of all previous payments, the cost of all materials, supplies, and equipment paid for by the Owner and deductions provided for in the Contract Documents.
 - 1. 10-percent (10%) shall be held as retainage.
 - a. Reduction in retainage may be considered by the Owner as the Work is completed.
 - 2. The Owner shall endeavor to make payments recommended within ten (10) business days from receipt of the Application for Payment.
 - 3. No interest shall be paid for payments due and unpaid under the Contract Documents.
- B. Time Period: The time period covered by each Application for Payment is one month, ending on the last day of the month.

- C. Use data from the approved Schedule of Values. Provide dollar value in each column for each line item for the portion of work performed:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
 - 11. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- D. Forms filled out by hand will not be accepted.
- E. The Construction Manager shall submit a 'draft' copy of the Application for Payment five (5) business days before the due date for review and comment by the Architect.
 - 1. When completed, submit one electronic copy of each Application for Payment to Architect. Include the following with each submission:
 - a. Application for Payment Forms
 - b. Construction progress schedule, revised and current.
 - c. Partial release of liens from major subcontractors and vendors for the prior month.
 - d. Affidavits attesting to off-site stored products, if applicable. Refer to "Stored Materials" Article below.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide a certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies the amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of the date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after the date of previous Application for Payment and on or before the date of current Application for Payment.
 - c. Value of materials stored since the date of previous Application for Payment and remaining stored as of the date of current Application for Payment.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from the Contractor, subcontractors, sub-subcontractors, and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested in previous application, after deduction for retainage on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with the performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

1.05 PROGRESS PAYMENT AT SUBSTANTIAL COMPLETION

- A. Upon the issuance of the Certificate of Substantial Completion, submit an Application for Payment showing 100% completion for the portion of the Work claimed as substantially complete.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and the sum remaining due.
- B. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to, the following:
 - 1. Consult Owner about the need for additional affidavits and other requirements.
 - 2. Evidence of completion of Project closeout requirements.
 - 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid, if appropriate.
 - 4. Updated final statement, accounting for final changes to the Contract Sum.
 - 5. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 6. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 7. AIA Document G707, "Consent of Surety to Final Payment".
 - 8. Evidence that all claims have been settled.
 - 9. Final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work if required.

1.07 CONTRACT MODIFICATION PROCEDURES

- A. Owner-Initiated Changes:
 - 1. Architect's Supplemental Instructions (ASI): For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue a document with supplemental instructions, including supplementary or revised drawings, and specifications.
 - a. Construction Manager shall return a signed copy of the ASI to the Architect within five (5) business days.
 - 2. Request for Proposal (RFP): For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of proposed changes including supplementary or revised drawings, and specifications.
 - 3. Construction Change Directive (CCD): Architect may issue a CCD that instructs the Construction Manager to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - a. Construction Change Directive contains a complete description of the change in the Work. It also designates a method to be followed to determine the change in the Contract Sum or the Contract Time.
 - b. Documentation: Construction Manager shall maintain detailed records on a time and material basis of work required by the CCD.
 - c. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract to the Architect.
- B. Contractor-Initiated Changes:
 - 1. Propose a change to the Work by submitting a request to the Architect. Include the following:
 - a. A statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - b. A list of quantities of products required or eliminated and unit costs, with the total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

- c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - d. Costs of labor and supervision directly attributable to the change.
 - e. An updated construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - f. Comply with requirements in Section 01 25 00 - Substitution Procedures if the proposed change requires substitution of one product or system for product or system specified.
- C. Computation of Change in Contract Amount:
1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on price quotation from Construction Manager.
 2. For change requested by Construction Manager, the amount will be based on their request for a change order as approved by Architect.
 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices or allowances.
 4. Changes in the project (additions or credits) where unit prices are not required by the bid documents and value of changes or extra work is determined by an estimate and accepted in a lump sum amount, by cost and percentages, or by cost and a fixed fee, the percentages for overhead and profit, or commission to be allowed for net increases shall in no case exceed the following:

Overhead & Profit

 - a. To Contractor for work performed by his own forces: 10%
 - b. To Contractor for work performed by other than his own forces: 5%
 - c. To Subcontractor for work performed by his own forces: 10%
 - d. To Subcontractor for work performed by other than his own forces: 5%
- Percentages for overhead and profit will not be allowed on bond premiums.
- D. Substantiation of Costs:
1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- E. Time and Material Work: Submit itemized account and supporting data after completion of the change, within time limits indicated in the Conditions of the Contract.
- F. Execution of Change Order/s: Architect will issue Change Order/s for signatures of parties.
1. Use Form AIA G701.
- G. Procedures upon final execution of Change Order/s:
1. Construction Manager shall promptly revise the Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 2. Construction Manager shall promptly revise progress schedules to reflect any change in contract time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 3. Construction Manager shall promptly enter changes in Project Record Documents.

1.08 TIME EXTENSIONS FOR ADVERSE WEATHER

- A. The Construction Manager shall comply with all provisions of the General Conditions in submitting any request or claim for extension of Contract Time due to unusually severe weather.
- B. Definitions:
 - 1. Adverse Weather - atmospheric conditions at a definite time and place which are unfavorable to construction activities.
 - 2. Unusually Severe Weather: Weather that is more severe than the adverse weather anticipated for the season, location, or activity involved.
- C. Documentation of Adverse Weather:
 - 1. The Construction Manager shall record on their daily construction report the occurrence of adverse weather and the resultant impact to normally scheduled work.
 - a. Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractor's scheduled workday.
 - b. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- D. The determination that unusually severe weather occurred does not automatically mean an extension of time will be granted. The Construction Manager must substantiate the unusually severe weather delayed work activities on the critical path of the Progress Schedule for 50-percent or more of the scheduled workday.
- E. The following schedule of monthly anticipated adverse weather delay days will constitute the baseline for monthly weather time evaluations. The construction schedule must include the anticipated adverse weather delays in all weather-affected activities:
MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON A FIVE-DAY WORK WEEK (Monday - Friday)
JAN: 10 FEB: 8 MAR: 7 APR: 6 MAY: 7 JUNE: 7 JUL: 5
AUG: 5 SEPT: 5 OCT: 4 NOV: 4 DEC: 9
- F. Calculating Time Extensions for Adverse Weather: If the number of actual adverse weather delay workdays in a given month exceeds the number of days anticipated, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar day delays. The resulting number of qualifying lost calendar days shall be added to the Contract Time by change order.
- G. Fair Weather:
 - 1. Full consideration for equivalent fair-weather workdays shall be given.
 - 2. If the number of actual adverse weather delays in a given month is less than the number of days anticipated, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra calendar days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- H. The net cumulative total of extra days and lost days shall not result in a reduction of Contract Time, and the Date of Substantial Completion shall not be changed as a result of unusually favorable weather.
- I. In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- J. The Construction Manager shall summarize and submit a monthly report to the Architect describing the impact of weather on construction activities.
 - 1. Any request or claim for an extension of time due to unusually severe weather shall be submitted to the Architect within twenty-one (21) days of the last day of the month in which the delay occurred.

- 2. Resolution of any weather delay claim shall follow the procedures established by the General Conditions, and as prescribed above.
- K. The Construction Manager shall include the monthly anticipated adverse weather days in their progress schedule.
- L. All approved changes in the Contract Time shall be acknowledged and approved by Change Order to the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 21 00
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Cash allowances.
- B. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 DEFINITIONS

- A. Allowance: Certain items are specified in the Contract Documents by allowances. Allowances have been established instead of additional requirements or to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

1.04 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices to show actual cost for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.05 CASH ALLOWANCES

- A. Allowance includes cost of materials, delivery, receiving, handling, installation, warranty, insurance, and Contractor overhead and profit. Contractor's supervision and bond costs are included in the Contract Sum.
- B. Architect Responsibilities:
 - 1. Select products in consultation with Owner and transmit decision to Contractor.
- C. Contractor Responsibilities:
 - 1. Obtain proposals from suppliers and installers and offer recommendations.
 - 2. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
 - 3. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 4. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- D. Differences in costs will be adjusted by Change Order
- E. At closeout of Contract, funds remaining in Cash Allowances will be credited to Owner by Change Order.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Interior Signage: Allowance, \$20,000. This allowance shall cover material, fabrication, and installation of all interior signage.
- B. Allowance No. 2: Exterior Signage: Allowance, \$40,000. This allowance shall cover material, fabrication, and installation of all exterior signage, including wall-mounted signage, directional signage, and monument sign.

END OF SECTION

**SECTION 01 25 00
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 21 13 Instructions to Bidders
- B. Section 00 43 25 - Substitution Request During Bidding
- C. Section 00 63 25 - Substitution Request For Cause (During Construction)
- D. Section 01 60 00 - Product Requirements

1.03 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
- B. Substitutions for Cause: Changes proposed during construction that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- C. Substitutions for Convenience: Changes proposed during construction that are not required in order to meet other Project requirements but may offer advantage to the Contractor or Owner.

1.04 ACTION SUBMITTALS

- A. Substitution Requests: Submit one (1) electronic copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Use forms provided in Project Manual:
 - a. Section 00 43 25 - Substitution Request During Bidding
 - b. Section 00 63 25 - Substitution Request For Cause (During Construction)
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractor's, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. Detailed comparison of construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of

- receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Construction Manager of acceptance or rejection of proposed substitution within five (5) business days of receipt of substitution request, or five (5) business days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.05 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.06 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SUBSTITUTIONS PRIOR TO BIDDING

- A. Substitutions Prior to Bidding: For inclusion of products other than those specified, Bidders shall submit a request in writing at least three (3) business days prior to bid date.
- 1. Requests received after this time will not be reviewed or considered regardless of cause.
- B. Requests shall clearly define and describe the product for which inclusion is requested. Inclusion by the Architect will be in the form of an addendum to the specifications, issued to all contract bidders on record.
- C. Conditions: The Architect will consider a Bidders request for substitution when the following conditions are satisfied.
- 1. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Substitution request is fully documented and properly submitted.
 - 4. Requested substitution will not adversely affect the construction schedule.
 - 5. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 6. Requested substitution is compatible with other portions of the Work.
 - 7. Requested substitution has been coordinated with other portions of the Work.
 - 8. Requested substitution provides specified warranty.
 - 9. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- D. If the following conditions are not satisfied, Architect will take no action.

3.02 SUBSTITUTIONS FOR CAUSE DURING CONSTRUCTION

- A. Substitutions for Cause: Submit requests for substitutions for cause immediately on discovery of need for change, but not later than ten (10) calendar days prior to time required for preparation and review of related submittals.
- B. Conditions: Architect will consider request for substitution for cause when the following conditions are satisfied:
 - 1. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 2. Substitution request is fully documented and properly submitted.
 - 3. Requested substitution will not adversely affect the construction schedule.
 - 4. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 5. Requested substitution is compatible with other portions of the Work.
 - 6. Requested substitution has been coordinated with other portions of the Work.
 - 7. Requested substitution provides specified warranty.
 - 8. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements.

3.03 SUBSTITUTIONS FOR CONVENIENCE DURING CONSTRUCTION

- A. Substitutions for Convenience: Not allowed unless otherwise indicated and complies with requirements below.
- B. Substitutions for Convenience: Architect will consider requests for substitutions for convenience if received within thirty (30) calendar days after the Notice to Proceed is issued and construction begins.
 - 1. Requests received after that time may be considered or rejected at discretion of Architect.
- C. Conditions: Architect will consider request for substitution for convenience when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume.
 - a. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect the construction schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.
 - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

END OF SECTION

**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General Administrative Requirements.
- B. Project Coordination.
- C. Submittal Procedures.
- D. Meetings.
- E. Reports.
- F. Record Documents.
- G. Requests for Interpretation (RFI) procedures.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions
- B. Section 01 32 16 - Construction Progress Schedule
- C. Section 01 30 00 - Administrative Requirements
- D. Section 01 33 00 - Submittal Procedures
- E. Section 01 40 00 - Quality Requirements
- F. Section 01 60 00 - Product Requirements
- G. Section 01 77 00 - Closeout Procedures
- H. Section 01 78 00 - Closeout Submittals
- I. Section 01 79 00 - Demonstration and Training

1.03 REFERENCES

- A. AIA G716 - Request for Information.

1.04 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Submittals to Architect include, but are not limited to, the following:
 - 1. Requests for Interpretation (RFI).
 - 2. Substitution Requests during Bidding.
 - 3. Shop Drawings, Product Data, and Samples.
 - 4. Test and Inspection Reports.
 - 5. Design data.
 - 6. Manufacturer's Instructions and Field Reports.
 - 7. Applications for Payment.
 - 8. Contract Modification Requests.
 - 9. Progress Schedules.
 - 10. Coordination Drawings.
 - 11. Punch Lists at Substantial Completion.
 - 12. Closeout Submittals.

1.05 PROJECT COORDINATION

- A. Administrative Procedures: The Construction Manager shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work.
 - 1. Such administrative activities include, but are not limited to, the following:
 - a. Preparation of construction schedule.
 - b. Preparation of payment applications.
 - c. Installation and removal of temporary facilities and controls.
 - d. Delivery and processing of submittals.

- e. Progress meetings.
- f. Pre-installation conferences.
- g. Project closeout activities.
- h. Startup and adjustment of systems.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT INFORMATION SUBMITTALS

- A. Project Directory:
 - 1. Within ten (10) business days of Notice to Proceed, submit a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - a. Name, address, telephone number, and e-mail address of each entity.
 - b. Number and title of related specification sections for each portion of the Work.
- B. Key Personnel Directory:
 - 1. Within ten (10) business days of Notice to Proceed, Contractor to submit a list of key personnel assignments, including:
 - a. The Project Field Superintendent, Project Manager, and other personnel involved with the Project. Identify individuals and their duties and responsibilities;
 - b. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - c. Identify those that should be notified in case of an emergency on site.
 - 2. List addresses (home and office), telephone numbers (home, office, and cellular telephone), and e-mail addresses.
 - 3. Post copies of list in project meeting room, in temporary field office and by each construction telephone. Keep list current at all times.

3.02 ELECTRONIC DOCUMENT SUBMITTALS

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet-based Submittal Service, or other electronic means as established for the project.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, punchlists, and any other documents to make part of the project record.
- B. Internet-based Submittal Service:
 - 1. The Internet-based Submittal Service shall receive, log and store documents, provide electronic stamping and signatures, and notify addressees via email.
 - 2. The submittal service shall be administered by the Construction Manager
 - 3. Submit documents in PDF format.
 - 4. The Owner, Contractor, suppliers, Architect and their consultants, are to be permitted to use the service at no extra charge.
 - a. Users of the submittal service need an email address, Internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, or Bluebeam PDF Revu), unless such software capability is provided by the service provider.
 - 5. Cost: The cost of the service is to be paid by Construction Manager; include the cost of the service in the contract sum.
 - 6. Training: One (1) web-based training session will be arranged for all participants, with representatives of Architect and Owner participating; further training is the responsibility of the user of the service.
 - 7. Project Closeout: The Construction Manager will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for the Owner and

Architect.

8. Submittal Service Preferences:
 - a. Submittal Exchange (P: 1-800-714-0024)
 - b. EADOC LLC (P: 1-877-305-3844)
- C. Paper document submittals will not be reviewed.
- D. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

3.03 MEETINGS

- A. Pre-Construction Meeting:
 1. The Construction Manager will schedule a meeting after Notice to Proceed.
 2. Attendance Required:
 - a. Owner.
 - b. Architect and consultants.
 - c. Contractors, material suppliers, etc.
 - d. Construction Manager
 3. Agenda Items:
 - a. Execution of Owner-Contractor Agreement.
 - b. Submission of executed bonds and insurance certificates.
 - c. Distribution of Contract Documents.
 - d. Submission of project directory, key personnel directory, schedule of values, and progress schedule.
 - e. Submission of initial shop drawings submittal schedule.
 - f. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, change orders, and contract closeout procedures.
 - g. Scheduling.
 4. Record minutes and distribute copies within two business days after meeting to the meeting participants.
- B. Pre-Installation Conferences:
 1. Construction Manager shall conduct pre-installation conferences at Project site before each construction activity that requires coordination with other construction.
 2. Suggested Attendance:
 - a. Contractor
 - b. Construction Manager.
 - c. Architect.
 - d. Owner.
 - e. Special Consultants.
 - f. Major Subcontractors.
 3. Suggested Agenda:
 - a. Use of premises.
 - b. Owner's requirements.
 - c. Construction facilities and controls.
 - d. Temporary utilities.
 - e. Survey and building layout.
 - f. Security and housekeeping procedures.
 - g. Schedules.
 - h. Application for payment procedures.
 - i. Procedures for testing.
 - j. Procedures for maintaining record documents.
 - k. Requirements for start-up of equipment.
 - l. Inspection and acceptance of equipment put into service during construction period.
 4. Record minutes and distribute copies within two business days after meeting to participants.
- C. Construction Progress Meetings:

1. Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
 - a. Schedule and administer meetings throughout progress of the Work at bi-weekly intervals.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Suggested Agenda:
 - a. Review minutes of previous meetings.
 - b. Review of work progress.
 - c. Field observations, problems, and decisions.
 - d. Identification of problems that impede, or will impede, planned progress.
 - e. Review of submittals schedule and status of submittals.
 - f. Review of RFIs log and status of responses.
 - g. Review of off-site fabrication and delivery schedules.
 - h. Maintenance of progress schedule.
 - i. Corrective measures to regain projected schedules.
 - j. Planned progress during succeeding work period.
 - k. Coordination of projected progress.
 - l. Maintenance of quality and work standards.
 - m. Effect of proposed changes on progress schedule and coordination.
 - n. Other business relating to work.
 4. Record minutes and distribute copies within two business days after meeting to participants.
- D. Coordination Meetings:
1. Coordination Meetings: Conduct Project coordination meetings at intervals as necessary for coordination of the project. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
- E. Project Closeout Conference:
1. Construction Manager shall schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than sixty (60) calendar days prior to the scheduled date of Substantial Completion.
 - a. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Suggested Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Retain first subparagraph below for projects with LEED or other sustainable design documentation requirements.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for delivery of material samples, attic stock, and spare parts.
 - g. Requirements for demonstration and training.
 - h. Preparation of Contractor's punch list.
 - i. Procedures for processing Applications for Payment at Substantial Completion and for final payment.

- j. Submittal procedures.
- k. Coordination of separate contracts.
- l. Owner's partial occupancy requirements.
- m. Installation of Owner's furniture, fixtures, and equipment.
- n. Responsibility for removing temporary facilities and controls.
- o. Record minutes and distribute copies within two business days after meeting to participants.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Refer to Section 00 31 13 - Milestone Schedule of Construction

3.05 DAILY CONSTRUCTION REPORTS

- A. Construction Manager shall prepare a daily construction report recording the following information concerning events at project site and project progress:
 - 1. Date.
 - 2. High and low temperatures, and general weather conditions.
 - 3. List of subcontractors at Project site.
 - 4. List of separate contractors at Project site.
 - 5. Approximate count of personnel at Project site.
 - a. Include a breakdown for supervisors, laborers, journeymen, equipment operators, and helpers.
 - 6. Major equipment at Project site.
 - 7. Material deliveries.
 - 8. Safety, environmental, or industrial relations incidents.
 - 9. Meetings and significant decisions.
 - 10. Unusual events (submit a separate special report).
 - 11. Stoppages, delays, shortages, and losses: Include a comparison between scheduled work activities (in the most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
 - 12. Directives and requests of Authority(s) Having Jurisdiction (AHJ).
 - 13. Change Orders received and implemented.
 - 14. Testing and/or inspections performed.
 - 15. List of verbal instruction given by Owner and/or Architect.
 - 16. Signature of Construction Manager's authorized representative.
- B. Daily construction reports shall include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- C. Daily construction reports shall be kept on-site. Permit access to the Owner and Architect
- D. Submit electronic copies of the daily construction reports with each Application for Payment.

3.06 CONSTRUCTION PROGRESS DOCUMENTATION

- A. Provide digital photographs to document the progress of the Work throughout the construction period.
 - 1. Provide at least twelve (12) digital images each month.
- B. Digital Photographs: 24-bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 - 1. File Naming: Include project identification, date and time of view, and view identification.
 - 2. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.
 - 3. Photo CD(s): Provide 1 copy including all photos cumulative to date and PDF file(s), with files organized in separate folders by submittal date.
 - 4. Views:
 - a. Interior views as evidence of the progress of the Work
 - b. Exterior views as evidence of the progress of the Work
 - 5. Provide factual presentation.

6. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- C. Submittal Requirements:
 1. Assemble all photos, in JPEG format, into one (1) file folder.
 2. Delivery Medium: Upload photos and PDF to the designated Internet-Based Document Service.
- D. Views:
 1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
 2. Consult with Architect for instructions on views required.
 3. Provide factual presentation.
 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

3.07 RECORD DRAWINGS

- A. Architect will review the record drawings to confirm that the Work is being coordinated, but not for the details of the coordination. If the Architect determines that the record drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Construction Manager, who shall make changes as directed and resubmit.

3.08 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. RFI Format:
 - a. Use AIA G716 - "Request for Information" form.
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 1. Unacceptable Uses for RFIs:
 - a. Approval of submittals.
 - b. Approval of substitutions.
 - c. To request changes that entail change in Contract Time and Contract Sum. Comply with provisions of the Conditions of the Contract.
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications. Comply with provisions of the Conditions of the Contract.
 - e. RFI's submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are the Contractor's responsibility.

2. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
3. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, the Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Construction Manager for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. RFI Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Discrete and consecutive RFI number, and descriptive subject/title.
 3. Issue date, and requested reply date.
 4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 5. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 6. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
 7. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. RFI Log: Construction Manager shall administer the RFI Log through the Internet-based Submittal Service.
 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.
 5. Identify and include improper or frivolous RFIs.
- G. Review Time:
 1. Architect will endeavor to review each RFI, determine action required, and respond with reasonable promptness. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
 - a. RFIs received after 12:00 noon will be considered as having been received on the next regular business day.
 - b. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - c. Concurrent Consultant Review: RFI's shall be transmitted simultaneously to the Architect and to Architect's consultants.
 - d. Sequential Review: Where sequential review of RFI's by the Owner, or other parties is required, allow additional time for Architect's response.
 2. The Contractor shall be responsible for delays resulting from the necessity to resubmit and RFI due to insufficient or incorrect information presented in the RFI.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Construction Manager's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith.

- Identify the amended RFI with an ' R ' suffix to the original number.
2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 4. Notify Architect within five (5) business days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.09 SHOP DRAWING SUBMITTALS

- A. Refer to Section 01 33 00 - Submittal Procedures for requirements.

3.10 PROJECT CLOSEOUT SUBMITTALS

- A. Refer to Section 01 78 00 - Closeout Submittals for requirements.

END OF SECTION

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements quality assurance and quality control.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 00 - General Conditions
- B. Section 01 30 00 - Administrative Requirements
- C. Section 01 60 00 - Product requirements

1.03 REFERENCES

1.04 DEFINITIONS

- A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.
- B. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
 - 1. Design Services Types Required:
 - a. Construction-Related: Services the Contractor needs to provide in order to carry out the responsibilities for construction means, methods, techniques, sequences, and procedures.
 - b. Design-Related: Design services explicitly required to be performed by another design professional due to highly-technical and/or specialized nature of a portion of the project. Services primarily involve engineering analysis, calculations, and design, and are not intended to alter the aesthetic aspects of the design.
- C. Design Data: Design-related, signed, and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.
- D. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- E. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Pre-construction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- H. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- I. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- J. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- K. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

1.05 CONTRACTOR'S PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Construction-Related Design Services:
 1. Provide such engineering design services as may be necessary to plan and safely conduct certain construction operations, pertaining to, but not limited to the following:
 - a. Temporary sheeting, shoring, or supports.
 - b. Temporary scaffolding.
 - c. Temporary bracing.
 - d. Temporary foundation underpinning.
 - e. Temporary hoist(s) and rigging.
 - f. Investigation of soil conditions to support construction equipment.

1.06 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.07 INFORMATIONAL SUBMITTALS

- A. Quality-Control Plan: For quality assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 1. Specification Section number and title.
 2. Entity responsible for performing tests and inspections.
 3. Description of test and inspection.
 4. Identification of applicable standards.
 5. Identification of test and inspection methods.
 6. Number of tests and inspections required.
 7. Time schedule or time span for tests and inspections.
 8. Requirements for obtaining samples.
 9. Unique characteristics of each quality-control service.

1.08 QUALITY CONTROL PLAN

- A. Quality-Control Plan, General: Construction Manager submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to pre-construction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out quality-assurance and quality-control responsibilities. Coordinate with construction schedule.

- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Include required tests and inspections.
 - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - 3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.09 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspectng.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.

- C. **Factory-Authorized Service Representative's Reports:** Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.
- D. **Permits, Licenses, and Certificates:** For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.10 CERTIFICATES

- A. **Certificates:** When specified in individual specification sections, submit certification by the manufacturer to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.11 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.12 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. **Testing Agency Duties:**
 - 1. Provide qualified personnel on-site. Cooperate with Architect and General Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Owner of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- C. **Limits on Testing/Inspection Agency Authority:**
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of the Contractor.
 - 4. Agency has no authority to stop the Work.
- D. **Contractor Responsibilities:**
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.

- b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
- 3. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 4. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Owner beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

1.13 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

1.14 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Dewatering
- B. Temporary utilities.
- C. Temporary telecommunications services.
- D. Temporary sanitary facilities.
- E. Temporary Controls: Barriers, enclosures, and fencing.
- F. Security requirements.
- G. Vehicular access and parking.
- H. Waste removal facilities and services.
- I. Project identification sign.
- J. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary

1.03 DEWATERING

- A. Provide temporary means and methods for dewatering all temporary facilities and controls.
- B. Maintain temporary facilities in operable condition.

1.04 TEMPORARY UTILITIES

- A. Construction Manager shall provide the following:
 - 1. Electrical power and metering, consisting of connection to existing utilities.
 - 2. Water supply, consisting of connection to existing utilities.
- B. Construction Manager shall provide and pay for all electrical power, lighting, water, heating, and ventilation required in areas of new construction.

1.05 TELECOMMUNICATION SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
 - 2. Telephone Land Lines: One line, minimum; one handset per line.
 - 3. Internet Connections: Minimum of one; DSL modem or faster.
 - 4. Email: Account/address reserved for project use.

1.06 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. New permanent facilities may not be used during construction operations.
- C. Maintain daily in clean and sanitary condition.
- D. At end of construction, return facilities to same or better condition as originally found.

1.07 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public , and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide protection for plants designated to remain. Replace damaged plants.

1.08 TEMPORARY FENCING

- A. Provide 6 foot (1.8 m) high portable chain link fencing around construction area, including galvanized steel posts, line posts, corner and pull posts, and top and bottom rails. Provide galvanized-steel bases for supporting posts.
 - 1. Equip with vehicular{CH#10001746} gates with locks as needed.

1.09 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.10 VEHICULAR ACCESS AND PARKING

- A. Coordinate with Owner.
- B. Provide means of removing mud from vehicle wheels before entering streets.
- C. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.11 WASTE REMOVAL

- A. Provide dumpsters and waste removal service .
 - 1. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Remove trash from the site as required, weekly at a minimum.

1.12 TEMPORARY PROJECT SIGNAGE

- A. Refer to Section 01 58 13

1.13 FIELD OFFICES

- A. Field Office: Weathertight, with lighting, electrical outlets, heating and cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate at least 6 persons.
- C. Locate offices a minimum distance of 30 feet (10 m) from existing and new structures.

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 58 13
TEMPORARY PROJECT SIGNAGE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project identification signboard
- B. Project informational signs

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary

1.03 REFERENCE STANDARDS

- A. FHWA (SHS) - Standard Highway Signs and Markings.

1.04 QUALITY ASSURANCE

- A. Design sign and structure to withstand 50 miles/hr (80 km/hr) wind velocity.
- B. Sign Painter: Experienced as a professional sign painter for minimum three years.
- C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

1.05 SUBMITTALS

- A. Submit under the provisions of Section 01 33 00.
- B. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and Framing:
 - 1. Lumber is B or better Southern pine, pressure-preservative treated in accordance with AWPA C1 and AWPA C2. Nails are aluminum or galvanized steel.
- B. Sign Panel:
 - 1. Material: Grade B-B medium density overlaid exterior plywood.
 - 2. Thickness: 3/4 inch (19 mm), minimum.
 - 3. Size: Minimum 4-feet by 8-feet (1200 by 2400 mm)
- C. Rough Hardware: Galvanized.
- D. Paint and Primers: Give one coat of exterior alkyd primer and two coats of exterior alkyd enamel paint to the entire signboard and supports.
- E. Lettering: Exterior quality paint, contrasting colors.

2.02 PROJECT IDENTIFICATION SIGN

- A. One painted sign of construction, design, and content indicated on drawings, location designated.
- B. Content:
 - 1. Graphic Design provided by Architect, including project name, Owner logo, etc.
- C. Lettering: Standard Alphabet Series C, as specified.

2.03 PROJECT INFORMATIONAL SIGNS

- A. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering to provide legibility at 100 foot (30 m) distance.
- B. Provide at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install project identification sign within 30 days after date fixed by Notice to Proceed.
- B. Erect at designated location.
- C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- D. Install sign surface plumb and level, with butt joints. Anchor securely.
- E. Paint exposed surfaces of sign, supports, and framing.

3.02 MAINTENANCE

- A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

END OF SECTION

**SECTION 01 77 00
CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Section includes administrative and procedural requirements for contract closeout, including inspections, punch lists, submittals, final cleaning, and repair of the Work.
 - 1. Substantial Completion: The following are prerequisites to substantial completion. Provide the following.
 - a. Punch list prepared by Construction Manager
 - b. Warranties.
 - c. Certifications.
 - d. Occupancy permit.
 - e. Start-up and testing of building systems.
 - f. Change over of locks.
 - g. Meter readings.
 - h. Commissioning documentation.
 - 2. Final Acceptance: Provide the following prerequisites to final acceptance.
 - a. Final payment request with supporting affidavits.
 - b. Completed punch list.
 - 3. Project Closeout: Provide the following during project closeout.
 - a. Submission of record documents.
 - b. Submission of maintenance manuals.
 - c. Training and turnover to Owner's personnel.
 - d. Final cleaning and touch-up.
 - e. Removal of temporary facilities.
 - 4. Warranties.
 - 5. Final cleaning.
 - 6. Repair of the Work.

1.02 SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.
- C. Certificates of Release: From authorities having jurisdiction.
- D. Certificate of Insurance: For continuing coverage.
- E. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.
- F. Refer to Section 01 78 00 - Closeout Submittals for additional requirements.

1.03 PROCEDURES PRIOR TO SUBSTANTIAL COMPLETION

- A. Prior to requesting an inspection for Substantial Completion, the Contractor's shall complete the following:
 - 1. Punch List Inspection: Prepare and submit to the Architect a comprehensive list of items to be completed and corrected (punch list), the value of each item on the list, and the reason why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Certificates of Release: Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 4. Submit Record Drawings, Operation and Maintenance Manuals, photographic documentation, and similar documents.
 - 5. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

6. Deliver tools, spare parts, extra materials, and similar items to a location determined by the Owner.
 - a. Schedule of Maintenance Material Items: Prepare and submit a schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain the Owner's signature for receipt of submittals.
7. Make final changeover of permanent locks and deliver keys to Owner.
8. Complete startup testing of systems and equipment.
9. Perform preventive maintenance on equipment used prior to Substantial Completion.
10. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Refer to Section 01 79 00 for requirements.
11. Participate with Owner in conducting inspection and walkthrough with local jurisdictions having authority.
12. Remove temporary facilities and controls.
13. Submit changeover information related to the Owner's occupancy, use, operation, and maintenance.
14. Complete final cleaning requirements, including touchup painting.
15. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

1.04 PROCEDURES FOR SUBSTANTIAL COMPLETION

- A. Upon completion of the items above, the Construction Manager shall submit a written request to the Architect for inspection for Substantial Completion. On receipt of request, Architect will proceed with inspection, and advise the Construction Manager of unfulfilled requirements.
 1. Architect will prepare the Certificate of Substantial Completion after their inspection, or advise the Construction Manager of items that must be completed or corrected before the certificate will be issued.
 2. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 3. Results of the completed inspection will form the basis of requirements for final completion.

1.05 PROCEDURES FOR FINAL COMPLETION AND FINAL PAYMENT

- A. Upon completion of the Substantial Completion Procedures above, the Construction Manager shall submit a written request to the Architect for a Final Completion Inspection, including the following submittals:
 1. Certified List of Incomplete Items: Submit a certified copy of the Substantial Completion Inspection list of items to be completed or corrected (punch list), stating that each item has been completed or otherwise resolved for acceptance.
 2. A Final Application for Payment.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Upon inspection, the Architect will either proceed with recommending final payment or will notify the Construction Manager of construction that must be completed or corrected before final payment is issued.
- C. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.06 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Use CSI Form 14.1A or other form acceptable to Architect.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Submit list of incomplete items in the following format:

- a. MS Excel electronic file. Architect will return annotated file.
- b. PDF electronic file. Architect will return annotated file.

1.07 SUBMITTAL OF PROJECT WARRANTIES

- A. Refer to Section 01 78 00 - Closeout Submittals for requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean exterior surface finishes to a dirt-free condition in areas disturbed by construction activities.
 - e. Clean interior surface finishes to a dirt-free condition in areas disturbed by construction activities, including vacuuming, sweeping, and mopping.
 - f. Clean transparent materials, including mirrors and glass in doors and windows.
 - g. Remove labels that are not permanent.
 - h. Clean plumbing fixtures to a sanitary condition.
 - i. Clean light fixtures, lamps, etc. to function with full efficiency.
 - j. Leave project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

3.02 REPAIR OF THE WORK

- A. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

END OF SECTION

**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties.

1.02 RELATED REQUIREMENTS

- A. Section 00 72 00 - General Conditions
- B. Section 01 30 00 - Administrative Requirements
- C. Section 01 77 00 - Closeout Procedures
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents.
 - 1. Transmit one (1) set of electronic record documents to the Architect for review, prior to the Substantial Completion Inspection.
 - 2. The record drawings will be reviewed and returned, with Architect comments. Revise record drawings as required.
 - 3. Submit one (1) electronic copy and two (2) sets of paper copies of the final record documents in final form prior to final inspection.
- B. Operation and Maintenance (O&M) Data.
 - 1. Submit one electronic of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one (1) electronic copy of completed O&M documents prior to the Substantial Completion Inspection. This copy will be reviewed and returned, with Architect comments. Revise content of O&M documents as required.
 - 4. Final Submission: Submit One (1) electronic copy and Two (2) sets of paper copies of the final record documents in final form prior to final inspection.
- C. Warranties.
 - 1. For equipment or component parts of equipment put into service, submit one (1) electronic copy of warranty and bond documents prior to the Substantial Completion Inspection. This copy will be reviewed and returned, with Architect comments. Revise content of documents as required.
 - 2. Submit one electronic file, and one paper copy of the final warranty and bond documents in final form prior to final inspection.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on-site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.

- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Distribution:
 - 1. Provide one (1) paper copy of the Record Drawings for use by the Owner.
 - 2. Electronic File: Scan all Record Drawings and Shop Drawings and assemble into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

3.02 OPERATION AND MAINTENANCE DATA

- A. General:
 - 1. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
 - 2. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
 - 3. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
 - 4. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- B. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
 - 3. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
 - 4. Moisture protection and weather-exposed products: Include product data listing applicable REFERENCES, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
 - 5. Additional information as specified in individual product specification sections.
 - 6. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
 - 5. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

6. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
7. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
8. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 - a. Include HVAC outdoor and exhaust air damper calibration strategy.
 - 1) Include provisions which ensure that full closure of dampers can be achieved.
9. Provide servicing and lubrication schedule, and list of lubricants required.
10. Include manufacturer's printed operation and maintenance instructions.
11. Include sequence of operation by controls manufacturer.
12. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
13. Provide control diagrams by controls manufacturer as installed.
14. Provide coordination drawings, with color coded piping diagrams as installed.
15. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
16. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
17. Include test and balancing reports.
18. Additional Requirements: As specified in individual product specification sections.

3.03 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance (O&M) data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
 1. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
 2. Project Directory: Title and address of Project; names, addresses, and telephone numbers of the Architect, Consultants, Contractor, and subcontractors, with names of responsible parties.
 3. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
 4. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
 5. Text: Manufacturer's printed data, or typewritten data on 20-pound paper.
 6. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- D. Arrangement of Contents: Organize each volume in parts as follows:
 1. Project Directory.
 2. Table of Contents, of all volumes, and of this volume.
 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.

- E. Distribution:
 - 1. Paper Copies: Provide one (1) copy of O&M Manuals for use by the Owner.
 - 2. Electronic File: Scan all O&M data and assemble complete O&M submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

3.04 ASSEMBLY OF WARRANTY MANUALS

- A. Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
 - 1. Warranties shall commence on the Date of Substantial Completion, no exceptions.
 - 2. Verify that documents are in proper form, contain full information, and are notarized.
 - 3. Co-execute submittals when required.
 - 4. Retain warranties and bonds until time specified for submittal.
- B. Warranty Manual: Bind in commercial quality 8-1/2 by 11 inch (216 by 279 mm) three D side ring binder/s with durable plastic cover/s.
 - 1. Cover: Identify each binder with typed or printed title WARRANTIES, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
 - 2. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
 - 3. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- C. Distribution:
 - 1. Paper copies: Provide one (1) copy of Warranty Manual for use by the Owner.
 - 2. Warranty Electronic File: Scan warranties and assemble complete warranty submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

END OF SECTION

**SECTION 01 79 00
DEMONSTRATION AND TRAINING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Demonstration of products and systems to be commissioned and where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
 - 1. All software-operated systems.
 - 2. HVAC systems and equipment.
 - 3. Plumbing equipment.
 - 4. Electrical systems and equipment.
 - 5. Items specified in individual product Sections.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
 - 1. Finishes, including flooring, wall finishes, ceiling finishes.
 - 2. Fixtures and fittings.
 - 3. Items specified in individual product Sections.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements
- B. Section 01 78 00 - Closeout Submittals
- C. Section 01 91 13 - General Commissioning Requirements
- D. Other Specification Sections: Additional requirements for demonstration and training.

1.03 SUBMITTALS

- A. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority.
- B. Draft Training Plans: The Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
 - 1. Submit not less than four weeks prior to the start of training.
 - 2. Revise and resubmit until acceptable.
 - 3. Provide an overall schedule showing all training sessions.
 - 4. Include at least the following for each training session:
 - a. Identification, date, time, and duration.
 - b. Description of products and/or systems to be covered.
 - c. Intended audience, such as job description.
 - d. Objectives of training and suggested methods of ensuring adequate training.
 - e. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
 - f. Media to be used, such as slides, hand-outs, etc.
 - g. Training equipment required, such as projector, projection screen, etc., to be provided by the Construction Manager
- C. Training Manuals: Provide a training manual for each attendee; allow for a minimum of two attendees per training session.
 - 1. Include an applicable portion of O&M manuals.
 - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
 - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
 - 1. Identification of each training session, date, time, and duration.
 - 2. Sign-in sheet showing names and job titles of attendees.
 - 3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that

- could not be answered in the original training session.
- 4. Include Commissioning Authority's formal acceptance of training session.
- E. Video Recordings: Submit digital video recording of each demonstration and training session for the Owner's subsequent use.
 - 1. Format: DVD Disc.
 - 2. Label each disc and container with session identification and date.

1.04 QUALITY ASSURANCE

- A. Instructor Qualifications: Familiar with design, operation, maintenance, and troubleshooting of the relevant products and systems.
 - 1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
 - 2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section unless approved in advance by the Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.
- C. The demonstration may be combined with Owner personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.
 - 2. For equipment or systems requiring seasonal operation, perform a demonstration for another season within six months.
- E. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
 - 1. Perform demonstrations not less than two weeks prior to Substantial Completion.

3.02 TRAINING - GENERAL

- A. The Commissioning Authority will prepare the Training Plan based on draft plans submitted.
- B. Do not start training until Functional Testing is complete unless otherwise specified or approved by the Commissioning Authority.
- C. Provide training in two-hour segments.
- D. The Commissioning Authority is responsible for determining that the training was satisfactorily completed and will provide approval forms.
- E. The training schedule will be subject to the availability of the Owner's personnel to be trained; re-schedule training sessions as required by the Owner; once the schedule has been approved by Owner failure to conduct sessions according to the schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- F. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
 - 1. The location of the O&M manuals and procedures for use and preservation; backup copies.
 - 2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product-specific information.
 - 3. Typical uses of the O&M manuals.
- G. Product- and System-Specific Training:
 - 1. Review the applicable O&M manuals.

2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
 3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover, and emergency procedures, and for maintenance, including preventative maintenance.
 4. Provide hands-on training on all operational modes possible and preventive maintenance.
 5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
 6. Discuss common troubleshooting problems and solutions.
 7. Discuss any peculiarities of equipment installation or operation.
 8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
 9. Review the recommended tools and spare parts inventory suggestions of manufacturers.
 10. Review spare parts and tools required to be furnished by Contractor.
 11. Review spare parts suppliers and sources and procurement procedures.
- H. Be prepared to answer questions raised by training attendees; if unable to answer during the training session, provide a written response within three days.
- I. Video Recordings: Submit digital video recording of each demonstration and training session for Owner's subsequent use.
1. Format: DVD Disc.
 2. Label each disc and container with session identification and date.

END OF SECTION

SECTION 01 91 13
GENERAL COMMISSIONING REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Commissioning is intended to achieve the following specific objectives; this section specifies the Contractor's responsibilities for commissioning:
 - 1. Verify that the work is installed in accordance with the Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Pre-functional Checklists executed by Contractor are utilized to achieve this.
 - 2. Verify and document that functional performance is in accordance with the Contract Documents: Functional Tests executed by Contractor and witnessed by the Commissioning Authority are utilized to achieve this.
 - 3. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed operation and maintenance (O&M) data submittals by Contractor are utilized to achieve this.
 - 4. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.
- B. Commissioning, including Functional Tests, O&M documentation review, and training, is to occur after startup and initial checkout and be completed before Substantial Completion.
- C. The Commissioning Authority directs and coordinates all commissioning activities; this section describes some but not all of the Commissioning Authority's responsibilities.
- D. The Commissioning Authority is employed by Owner/Tenant. **[A**

1.02 SCOPE OF COMMISSIONING

- A. The following are to be commissioned:
- B. Fire Protection Systems.
- C. Plumbing Systems:
 - 1. Water heaters.
 - 2. Booster pumps.
- D. HVAC System, including:
 - 1. Major and minor equipment items.
 - 2. Piping systems and equipment.
 - 3. Ductwork and accessories.
 - 4. Terminal units.
 - 5. Control system.
 - 6. Vibration control devices.
- E. Special Ventilation:
 - 1. Fume hoods.
- F. Electrical Systems:
 - 1. Power quality.
 - 2. Lighting controls other than manual switches.
- G. Electronic Safety and Security:
 - 1. Security system, including doors and hardware.
 - 2. Fire and smoke alarms.
- H. Communications:
 - 1. Voice and data systems.
 - 2. Public address/paging.
- I. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.

1.03 RELATED REQUIREMENTS

- A. Section 01 77 00 - Closeout Procedures
- B. Section 01 78 00 - Closeout Submittals
- C. Section 01 79 00 - Demonstration and Training
- D. Division 23 - Commissioning of HVAC Systems

1.04 SUBMITTALS

- A. Submit under the provisions of Section 01 33 00.
- B. Make all submittals specified in this section, and elsewhere where indicated for commissioning purposes, directly to the Commissioning Authority, unless they require review by Architect; in that case, submit to Architect first.
- C. Product Data:
 - 1. Manufacturer's product data, cut sheets, and shop drawings.
 - 2. Manufacturer's installation instructions.
 - 3. Startup, operating, and troubleshooting procedures.
 - 4. Warranty information, including details of Owner's responsibilities in regard to keeping warranties in force.
- D. Startup Plans and Reports.
- E. Completed Pre-functional Checklists.
- F. Commissioning Issues Log:
 - 1. Construction observations.
 - 2. Supporting photographs.

1.05 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 TEST EQUIPMENT

- A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing equipment will NOT become the property of the Owner.
- B. Calibration Tolerances: Provide testing equipment of sufficient quality and accuracy to test and/or measure system performance with the tolerances specified. If not otherwise noted, the following minimum requirements apply:
 - 1. Temperature Sensors and Digital Thermometers: Certified calibration within past year to accuracy of 0.5 degree F (0.3 degree C) and resolution of plus/minus 0.1 degree F (0.05 degree C).
 - 2. Pressure Sensors: Accuracy of plus/minus 2.0 percent of the value range being measured (not full range of meter), calibrated within the last year.
 - 3. Calibration: According to the manufacturer's recommended intervals and when dropped or damaged; affix calibration tags or keep certificates readily available for inspection.
- C. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to the Owner; such equipment, tools, and instruments are to become the property of the Owner.
- D. Dataloggers: Independent equipment and software for monitoring flows, currents, status, pressures, etc. of equipment.
 - 1. Dataloggers required to for Functional Tests will be provided by the Commissioning Authority and will not become the property of the Owner.

PART 3 EXECUTION

3.01 COMMISSIONING PLAN

- A. The Commissioning Authority has prepared the Commissioning Plan.
 - 1. Attend meetings called by the Commissioning Authority for purposes of completing the commissioning plan.
 - 2. Require attendance and participation of relevant subcontractors, installers, suppliers, and manufacturer representatives.
- B. The Contractor is responsible for compliance with the Commissioning Plan.
- C. Commissioning Plan: The commissioning schedule, procedures, and coordination requirements for all parties in the commissioning process.
- D. Commissioning Schedule:
 - 1. Submit anticipated dates of startup of each item of equipment and system to Commissioning Authority within 60 days after award of Contract.
 - 2. Re-submit anticipated startup dates monthly, but not less than 4 weeks prior to startup.
 - 3. Pre-functional Checklists and Functional Tests are to be performed in sequence from components, to subsystems, to systems.
 - 4. Provide sufficient notice to Commissioning Authority for delivery of relevant Checklists and Functional Test procedures, to avoid delay.

3.02 STARTUP PLANS AND REPORTS

- A. Startup Plans: For each item of equipment and system for which the manufacturer provides a startup plan, submit the plan not less than 8 weeks prior to startup.
- B. Startup Reports: For each item of equipment and system for which the manufacturer provides a startup checklist (or startup plan or field checkout sheet), document compliance by submitting the completed startup checklist prior to startup, signed and dated by responsible entity.
- C. Submit directly to the Commissioning Authority.

3.03 PRE-FUNCTIONAL CHECKLISTS

- A. A Pre-functional Checklist is required to be filled out for each item of equipment or other assembly specified to be commissioned.
 - 1. No sampling of identical or near-identical items is allowed.
 - 2. These checklists do not replace manufacturers' recommended startup checklists, regardless of apparent redundancy.
 - 3. Pre-functional Checklist forms will not be complete until after award of the contract; the following types of information will be gathered via the completed Checklist forms:
 - a. Certification by installing contractor that the unit is properly installed, started up, and operating and ready for Functional Testing.
 - b. Confirmation of receipt of each shop drawing and commissioning submittal specified, itemized by unit.
 - c. Manufacturer, model number, and relevant capacity information; list information "as specified," "as submitted," and "as installed."
 - d. Serial number of installed unit.
 - e. List of inspections to be conducted to document proper installation prior to startup and Functional Testing; these will be primarily static inspections and procedures; for equipment and systems may include normal manufacturer's start-up checklist items and minor testing.
 - f. Sensor and actuator calibration information.
- B. Contractor is responsible for filling out Pre-functional Checklists, after completion of installation and before startup; witnessing by the Commissioning Authority is not required unless otherwise specified.
 - 1. Each line item without deficiency is to be witnessed, initialed, and dated by the actual witness; checklists are not complete until all line items are initialed and dated complete without deficiencies.

2. Checklists with incomplete items may be submitted for approval provided the Contractor attests that incomplete items do not preclude the performance of safe and reliable Functional Testing; re-submission of the Checklist is required upon completion of remaining items.
 3. Individual Checklists may contain line items that are the responsibility of more than one installer; Contractor shall assign responsibility to appropriate installers or subcontractors, with identification recorded on the form.
 4. If any Checklist line item is not relevant, record reasons on the form.
 5. Contractor may independently perform startup inspections and/or tests, at Contractor's option.
 6. Regardless of these reporting requirements, Contractor is responsible for correct startup and operation.
 7. Submit completed Checklists to Commissioning Authority within two days of completion.
- C. Commissioning Authority is responsible for furnishing the Pre-functional Checklists to Contractor.
1. Initial Drafts: Contractor is responsible for initial draft of Pre-functional Checklist where so indicated in the Contract Documents.
 2. Provide all additional information requested by Commissioning Authority to aid in preparation of checklists, such as shop drawing submittals, manufacturers' startup checklists, and O&M data.
 3. Commissioning Authority may add any relevant items deemed necessary regardless of whether they are explicitly mentioned in the Contract Documents or not.
 4. When asked to review the proposed Checklists, do so in a timely manner.
- D. Commissioning Authority Witnessing: Required for:
1. Each piece of primary equipment, unless sampling of multiple similar units is allowed by the commissioning plan.
 2. A sampling of non-primary equipment, as allowed by the commissioning plan.
- E. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.
1. If difficulty in correction would delay progress, report deficiency to the Commissioning Authority immediately.

3.04 FUNCTIONAL TESTS

- A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.
- B. Contractor is responsible for execution of required Functional Tests, after completion of Pre-functional Checklist and before closeout.
- C. Commissioning Authority is responsible for witnessing and reporting results of Functional Tests, including preparation and completion of forms for that purpose.
- D. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to Owner; if a deficiency is not corrected and re-tested immediately, the Commissioning Authority will document the deficiency and the Contractor's stated intentions regarding correction.
1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents or does not perform properly.
 2. When the deficiency has been corrected, the Contractor completes the form certifying that the item is ready to be re-tested and returns the form to the Commissioning Authority; the Commissioning Authority will reschedule the test and the Contractor shall re-test.
 3. Identical or Near-Identical Items: If 10 percent, or three, whichever is greater, of identical or near-identical items fail to perform due to material or manufacturing defect, all items will be considered defective; provide a proposal for correction within 2 weeks after notification of defect, including provision for testing sample installations prior to replacement of all items.

4. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing.
 5. Contractor shall bear the cost of Owner and Commissioning Authority personnel time witnessing re-testing if the test failed due to failure to execute the relevant Pre-functional Checklist correctly; if the test failed for reasons that would not have been identified in the Pre-functional Checklist process, Contractor shall bear the cost of the second and subsequent re-tests.
- E. Functional Test Procedures:
1. Some test procedures are included in the Contract Documents; where Functional Test procedures are not included in the Contract Documents, test procedures will be determined by the Commissioning Authority with input by and coordination with Contractor.
 2. Examples of Functional Testing:
 - a. Test the dynamic function and operation of equipment and systems (rather than just components) using manual (direct observation) or monitoring methods under full operation (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure setpoint).
 - b. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc.
 - c. Systems are run through all the HVAC control system's sequences of operation and components are verified to be responding as the sequence's state.
 - d. Traditional air or water test and balancing (TAB) is not Functional Testing; spot checking of TAB by demonstration to the Commissioning Authority is Functional Testing.
- F. Deferred Functional Tests: Some tests may need to be performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions; performance of these tests remains the Contractor's responsibility regardless of timing.

3.05 SENSOR AND ACTUATOR CALIBRATION

- A. Calibrate all field-installed temperature, relative humidity, carbon monoxide, carbon dioxide, and pressure sensors and gauges, and all actuators (dampers and valves) on this piece of equipment shall be calibrated. Sensors installed in the unit at the factory with calibration certification provided need not be field calibrated.
- B. Calibrate using the methods described below; alternate methods may be used, if approved by Commissioning Authority and Owner beforehand. See PART 2 for test instrument requirements. Record methods used on the relevant Pre-functional Checklist or other suitable forms, documenting initial, intermediate and final results.
- C. All Sensors:
1. Verify that sensor location is appropriate and away from potential causes of erratic operation.
 2. Verify that sensors with shielded cable are grounded only at one end.
 3. For sensor pairs that are used to determine a temperature or pressure difference, for temperature make sure they are reading within 0.2 degree F (0.1 degree C) of each other, and for pressure, within tolerance equal to 2 percent of the reading, of each other.
 4. Tolerances for critical applications may be tighter.
- D. Sensors Without Transmitters - Standard Application:
1. Make a reading with a calibrated test instrument within 6 inches (150 mm) of the site sensor.
 2. Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
 3. If not, install offset, calibrate or replace sensor.

- E. Sensors With Transmitters - Standard Application.
 - 1. Disconnect sensor.
 - 2. Connect a signal generator in place of sensor.
 - 3. Connect ammeter in series between transmitter and building automation system control panel.
 - 4. Using manufacturer's resistance-temperature data, simulate minimum desired temperature.
 - 5. Adjust transmitter potentiometer zero until 4 mA is read by the ammeter.
 - 6. Repeat for the maximum temperature matching 20 mA to the potentiometer span or maximum and verify at the building automation system.
 - 7. Record all values and recalibrate controller as necessary to comply with specified control ramps, reset schedules, proportional relationship, reset relationship and P/I reaction.
 - 8. Reconnect sensor.
 - 9. Make a reading with a calibrated test instrument within 6 inches (150 mm) of the site sensor.
 - 10. Verify that the sensor reading, via the permanent thermostat, gauge or building automation system, is within the tolerances in the table below of the instrument-measured value.
 - 11. If not, replace sensor and repeat.
 - 12. For pressure sensors, perform a similar process with a suitable signal generator.
- F. Sensor Tolerances for Standard Applications: Plus/minus the following maximums:
 - 1. Watthour, Voltage, Amperage: 1 percent of design.
 - 2. Pressure, Air, Water, Gas: 3 percent of design.
 - 3. Air Temperatures (Outside Air, Space Air, Duct Air): 0.4 degrees F (0.2 degree C).
 - 4. Relative Humidity: 4 percent of design.
 - 5. Barometric Pressure: 0.1 inch of Hg (340 Pa).
 - 6. Flow Rate, Air: 10 percent of design.
 - 7. Flow Rate, Water: 4 percent of design.
 - 8. AHU Wet Bulb and Dew Point: 2.0 degrees F (1.1 degrees C).
- G. Critical Applications: For some applications more rigorous calibration techniques may be required for selected sensors. Describe any such methods used on an attached sheet.
- H. Valve/Damper Stroke Setup and Check:
 - 1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
 - 2. Set pump/fan to normal operating mode.
 - 3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
 - 4. Command valve/damper to open; verify position is full open and adjust output signal as required.
 - 5. Command valve/damper to a few intermediate positions.
 - 6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
- I. Isolation Valve or System Valve Leak Check: For valves not associated with coils.
 - 1. With full pressure in the system, command valve closed.
 - 2. Use an ultra-sonic flow meter to detect flow or leakage.

3.06 TEST PROCEDURES - GENERAL

- A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.
- B. Provide all necessary materials and system modifications required to produce the flows, pressures, temperatures, and conditions necessary to execute the test according to the specified conditions. At completion of the test, return all affected equipment and systems to their pre-test condition.

- C. Manual Testing: Use hand-held instruments, immediate control system readouts, or direct observation to verify performance (contrasted to analyzing monitored data taken over time to make the "observation").
- D. Simulating Conditions: Artificially create the necessary condition for the purpose of testing the response of a system; for example apply hot air to a space sensor using a hair dryer to see the response in a VAV box.
- E. Simulating Signals: Disconnect the sensor and use a signal generator to send an amperage, resistance or pressure to the transducer and control system to simulate the sensor value.
- F. Over-Writing Values: Change the sensor value known to the control system in the control system to see the response of the system; for example, change the outside air temperature value from 50 degrees F to 75 degrees F to verify economizer operation.
- G. Indirect Indicators: Remote indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100 percent closed, are considered indirect indicators.
- H. Monitoring: Record parameters (flow, current, status, pressure, etc.) of equipment operation using dataloggers or the trending capabilities of the relevant control systems; where monitoring of specific points is called for in Functional Test Procedures:
 - 1. All points that are monitored by the relevant control system shall be trended by Contractor; at the Commissioning Authority's request, Contractor shall trend up to 20 percent more points than specified at no extra charge.
 - 2. Other points will be monitored by the Commissioning Authority using dataloggers.
 - 3. At the option of the Commissioning Authority, some control system monitoring may be replaced with datalogger monitoring.
 - 4. Provide hard copies of monitored data in columnar format with time down left column and at least 5 columns of point values on same page.
 - 5. Graphical output is desirable and is required for all output if the system can produce it.
 - 6. Monitoring may be used to augment manual testing.

3.07 OPERATION AND MAINTENANCE MANUALS

- A. See Section 01 78 00 - Closeout Submittals, for additional requirements.
- B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.
- C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
- D. The Commissioning Authority will add commissioning records to manuals after submission to the Owner.

END OF SECTION