

09/11/2024

**BP 03: ADDENDUM NO. 1**

TO DRAWINGS AND SPECIFICATIONS FOR:

CentraCare Housing Bid Package 03

- a. Added division 00 and 01 Construction Manager's specifications.
  - i. Per section 00006 Invitation to Bid
    1. Project is Tax Exempt. Submit bid material and labor separately.
    2. Submit bid on your standard company bid form. Clearly identify work scope, clarifications, and notes.
    3. Bradbury Stamm Construction Winkelman, LLC invites all trades to provide value engineering options and equal manufacturers. Clearly define any deviations from specifications/drawings.
  - ii. Includes section 00008 Contract Bid Categories.
- b. Added Architectural specifications 03 to 33.

END OF ADDENDUM #1

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**SECTION 00006**

**ADVERTISEMENT FOR BIDS**



**INVITATION TO BID NOTICE**

**PROJECT NAME:** CentraCare Med School Housing, St. Cloud, MN

**PRE BID MEETING:** There will **NOT** be a pre bid meeting. Please email questions to [ckoepp@bradburystamm.com](mailto:ckoepp@bradburystamm.com)

**BID DATE/TIME:** **September 25, 2024 – 2:00 P.M.**

**SUBMIT BID BY:** e-mail to [bidsWB@winkbuild.com](mailto:bidsWB@winkbuild.com) and [ckoepp@bradburystamm.com](mailto:ckoepp@bradburystamm.com)

**GENERAL CONTRACTOR:** Bradbury Stamm Construction Winkelman, LLC.

**DESIGN PROFESSIONAL:** Mahler & Associates Architecture

**PROJECT ADDRESS:** 1600 County Highway 134, St. Cloud, MN

**Project Information:** The project consists of a three story, 95 unit apartment building with a link connecting to the adjacent Medical School.

Construction includes but is not limited to the following: Site construction consists of clearing and grubbing, earthwork, excavating, site utilities, and parking lot construction. Foundation will be cast in place concrete footings/foundation/slab with pre-cast concrete plank. Above grade portion of building to be wood framed construction (walls, trusses) with residential interior finishes.

**Project is tax exempt, please have material and labor broken out separately.**

CentraCare Med School Housing – Bid Package 3  
St. Cloud, MN

**All questions are to be submitted to Bradbury Stamm Construction Winkelman, LLC by September 17<sup>th</sup>, 2024.  
Please send all questions to [bidswb@winkbuild.com](mailto:bidswb@winkbuild.com) and [ckoepp@bradburystamm.com](mailto:ckoepp@bradburystamm.com).**

**Submit bid on your standard company bid form. Clearly identify work scope, clarifications, and notes.**

**Bradbury Stamm Construction Winkelman, LLC invites all trades to provide value engineering options and equal manufacturers. Clearly define any deviations from specifications/drawings.**

**PLAN AVAILABILITY:** Plans are available on Bradbury Stamm Construction Winkelman’s, invitation to bid site called ‘Smart Bid’. Contact the office at 320-253-2411 for access to the plans.

**\*\*The Following are not available for bidding; these contractors have been previously selected by owner on a Design Build Basis\*\***

FIRE PROTECTION, COMPLETE –

HVAC & PLUMBING SYSTEMS, COMPLETE –

ELECTRICAL, COMPLETE –

**\*\*The Following are not available for bidding; these contractors have been previously awarded under bid package 1\*\***

EARTHWORK, COMPLETE –

CONCRETE, COMPLETE –

PRECAST CONCRETE, COMPLETE –

FOUNDATION INSULATION & WATERPROOFING, COMPLETE –

SITE UTILITIES, COMPLETE –

ASPHALT PAVING, COMPLETE –

ELEVATOR, COMPLETE

END OF SECTION

## SECTION 00007

### INSTRUCTIONS TO BIDDERS

1. The "Instructions to Bidders" AIA Document A701 2007 edition, issued by the American Institute of Architects, is hereby made a part of and included by reference in this Project Manual.
2. The information contained in this Section may modify, delete, or add to the provisions of the Instructions to Bidders, AIA Document A701 and shall take precedence over that document.  
  
Bidders are encouraged to review Section 00007 – "Instruction to Bidders" and the balance of Division 1 sections that may affect their bid".
3. **CONTRACTS**  
  
The Work will be executed under multiple contracts as listed in section 00008 Bid Scopes.
4. **DOCUMENTS**  
  
Construction documents are available through Bradbury Stamm Construction Winkelman. See section 00006, Invitation to Bid.  
  
Neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Documents.
5. **CONDITIONS AFFECTING THE WORK**  
  
Before submitting a Proposal, Bidders shall carefully examine the Drawings and Project Manual, (including the Soils Report), visit the site, and fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the Contract. The Bidder, if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing, concerning which such Bidders might have fully informed himself prior to the bidding.
7. **STATE AND LOCAL LAWS**  
  
Bidders are expected to become familiar with and comply with the laws and acts of the State of Iowa and the ordinances of City and County in which project is located.
8. **INTERPRETATION OF DOCUMENTS**  
  
Interpretation of meaning of Drawings, Specifications or other Bidding Documents will not be made to any bidder orally. If bidder is in doubt as to meaning of any part of Contract Documents, or should he discover discrepancies or conflicts herein, he shall submit in writing (via email) to Bradbury Stamm Construction Winkelman for interpretation, all responses will

be issued via addenda. In event that Bidder fails to notify of any discrepancies, he is deemed to have estimated most expensive way of doing work.

Only interpretations made in conformity with following procedure will be valid.

Every request for such interpretation regarding the work should be in writing to Bradbury Stamm Construction Winkelman, LLC and to be given consideration must be received by 4:00 P.M., on September 17, 2024.

Any interpretation and supplemental instructions will be in form of written addenda which, will be emailed to Bradbury Stamm Construction Winkelman not later than three days prior to date fixed for opening of bids. Failure of any bidder to receive such addenda or interpretation shall not relieve bidder from any obligation under his bid as submitted. All addenda so issued shall become part of Contract Documents and shall be covered in bid proposals. All bidders shall verify that they have considered all addenda by acknowledging receipt of same on the Proposal form in the space provided.

9. CONSULTANTS

As matter of identification, names of consultants employed by the Architect for various phases of work are listed on the Drawings and Specifications. Bidders or material suppliers shall communicate directly with consultants for interpretation of their documents. In consultation with the Architect, their determinations will be issued in the Architects Addendum.

10. PARTIAL INFORMATION

Architect and Owner disclaim any and all responsibility for errors or omissions made by parties using partial information in compiling their proposals.

11. CHANGES AND SUBSTITUTIONS

When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard quality and shall not be construed as limiting competition. If the Contractor desires to submit a manufacturer, trade name or material other than that specified, he shall request approval of such substitution, in writing, to the Architect. Requests for substitutions shall be in the hands of the Architect no later than 7 days prior to the date of bidding. Items found acceptable for bidding will be approved by a duly authorized Addendum issued by Bradbury Stamm Construction Winkelman.

Submittals for approval of substitute manufacturer, trade name or materials shall contain sufficient information, descriptive brochures, Drawings, Samples, or other data as is necessary to provide direct comparison to the specified products. Each submittal shall be well marked and identified as to the type and kind of items being submitted for approval. It is the sole responsibility for the Contractor to submit complete descriptive and technical information so that the Architect can make proper appraisal. Lack of proper information will be sufficient cause for rejection. References to catalogs that the Architect may or may not have, will not be accepted.

Interferences: Substitutions shall not be offered unless a thorough check is made of all related items and interferences, revised arrangements and other changes that may result. Prepare drawings or revised equipment and piping arrangements caused by substitutions. Such drawings shall be equal in quality to the Contract Drawings. The cost of supplying drawings shall be included by the Contractor in his estimate of proposed substituted materials.

Responsibility: A Contractor offering a substitution shall accept responsibility for its effect on the work of all trades, including any possible delays in completion time of Project. All costs of changes in the work of other trades and Drawings, etc., affected by inclusion of Contractor requested substitutions shall be paid by the Contractor requesting approval of such substitution.

12. VOLUNTARY ALTERNATES

The Contractor may, at his option, offer alternate manufacturers, trade names or materials at the time of bidding. This offer shall be on the Contractor's letterhead and shall state the type of substitution in detail together with net addition to or deduction from the Base Bid.

Product substitutions that are not specifically approved as outlined above may be considered as a cost savings mechanism. If there is an alternate product that is not approved provide information on product and voluntary deduct amount. The product will be evaluated by the Architect, Owner, and Bradbury Stamm Construction Winkelman for final determination. It shall not be assumed cheaper alternate products will be approved.

13. BID SECURITY

No bid security is required.

~~14. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND~~

~~The General Contractor in accordance with Article 11 (Insurance and Bonds) of the General Conditions, shall furnish separate Contract Performance Bond and Labor Material Payment Bond, each for the full amount of the total combined work.~~

15. WITHDRAWAL OF PROPOSALS

Proposals which have been submitted may be withdrawn by any bidder who desires to do so, without prejudice to himself, at any time prior to time set for opening bids.

After submittal of bid, all contractors shall hold their price for a period of 30 days.

16. CONTRACTOR PRE-QUALIFICATION

Owner may make such investigations as he deems necessary to determine ability of subcontract bidders to perform work, and bidders shall furnish Owner all such information and data for this purpose as Owner may request. Any bidder in submitting a bid represents that they have financial ability and experience to carry work through its several stages, and unless they can show evidence of such ability if requested, they will not be eligible for award of contract.

**END OF SECTION**

## SECTION 00 008 – CONTRACT BID CATEGORIES

### PART 1 – GENERAL

#### 1.01 DIVISION OF CONTRACT

- A. This is a Construction Management at Risk Project. The Project will be administered, managed, and coordinated by the Construction Manager.
- B. Although each Contract involves an obvious and recognizable segment of “conventional” subcontracting, multiple contract performance requires that adjustments be made to permit the completion of a contract as a construction unit. Each Subcontractor is to review the total scope of their responsibilities with respect to their work and provide for the same in their proposal.
- C. All work relative to the project is identified by the Contract Documents. Each contract is required to review all portions of the Contract Documents to completely determine their Scope of Work, and to become familiar with the scope of work of others. Nothing contained in the work scope description shall be construed as overriding or changing the Contract Documents. Disputes concerning the assignment of work between sub-contracts will be interpreted by the Construction Manager.
- D. The Scope of each Subcontractor's work is defined in this section. Each Subcontractor shall familiarize themselves with the requirements of those contracts that interface with their own. The Subcontractor shall consider the fact that their work follows the work of another Subcontractor and that still another Subcontractor will interface with the work of their own.
- E. Nothing contained in the contract documents and especially in the work scope shall be construed as a work assignment to any construction industry trade. Each Subcontractor is responsible for their own decision on work assignments and shall make them in accordance with the prevailing practice in the project, and in such a way that neither their progress nor the progress of others shall be adversely affected by the Subcontractors decision.
- F. There is no limit to the number of Contracts or combination of Contracts any one Subcontractor can bid. The Construction Manager reserves the right to award individual contracts or any combination of contracts according to bids received.
- G. The Owner may purchase certain material and equipment items to be incorporated into the work by designated Subcontractors. The designated Subcontractor is to accept delivery and unload, handle, store and install the appropriate items. Upon delivery, the designated Subcontractor is to verify product suitability, quantity, quality and condition as soon as it can be ascertained and shall accept care, custody and control responsibility as it were their own purchase.
- H. The provisions of the General Conditions and Division 1 General Requirements apply to the work of each contract.

#### 1.02 TRADE CONTRACT WORK SCOPES

##### A. Definitions

The following term used in the Contract Work Scope definitions are hereby defined as follows:

1. Supply: Subcontractor to provide Construction Manager with specified item(s) for installation by others. **All applicable taxes are exempt.** All applicable freight charges, marking, protection and delivery to job site are the responsibility of the “Supply Only” Subcontractor. Subcontractor to provide 48-hour advance notice on shipments to the job site. If 48-hour notice is not given, shipment may be refused by Construction Manager. Deliveries by ‘Supply Only’ Subcontractors must be made to the job site at times to permit unloading by the installing Subcontractor prior to the end of normal working

hours. Overtime premiums required for unloading of materials after normal working hours shall be paid by the Supply Subcontractor.

2. Installation: Subcontractor to unload, store, protect, sort, distribute and set/fix in place materials/items supplied by others as per the specifications and plans. All mounting hardware not part of the "Supply Only" contract is to be furnished by the installation Subcontractor. **All applicable taxes are exempt.**
3. Provide: Subcontractor is responsible for the supply and installation of specified materials/items including delivery and unloading at the job site. **All applicable taxes are exempt.**

B. With the exception of the Supply Only Subcontractors, **all Subcontractors are responsible for the following eleven (11) scope items.**

1. Maintenance of safe working conditions for employees and others working in the vicinity; maintenance an ongoing safety program while on site. Subcontractor shall submit a comprehensive Safety Plan to the Construction Manager upon award of contract.
2. Temporary walls, Barricades and cover related to Subcontractor work for maintenance of security, safety and cleanliness.
3. Ongoing clean-up of work area and removal of debris related to Subcontractors work outside the construction limits indicated on the drawings.
4. Restoration of site locations disturbed by Subcontractors work outside the construction limits indicated on the drawings.
5. Attendance at weekly site coordination meetings as scheduled by the Construction Manager during the duration of the Subcontractor's work on site.
6. Coordination with Construction Manager and other Subcontractors on site and the requirements of the construction schedule.
7. Mobilizations as required and scheduled by the Construction Manager.
8. Submittals, shop drawings and samples as specified.
9. All specified testing shall be by Owner. Costs of testing that fails and cost of retesting shall be paid by Subcontractor.
10. Layout work from Owner supplied benchmarks/grid lines.
11. Subcontractor is required to coordinate with Construction Manager for scheduling of work.

C. Work Scopes:

1. Separate proposals will be received for the following Subcontracts:

D. **Work Scopes Previously Awarded**

- Work Scope 3A: Concrete
- Work Scope 3D: Precast Concrete
- Work Scope 7A: Waterproofing
- Work Scope 14A: Elevator
- Work Scope 21A: Fire Protection
- Work Scope 22A: Mechanical
- Work Scope 26A: Electrical
- Work Scope 31A: Earthwork
- Work Scope 33A: Site Utilities

### **03B: Gyp-crete, Complete – Material & Installation**

\*\* See plan sheets for Specifications\*\*

03 5413 Gyp-crete

#### **SCOPE NOTES:**

- a. Provide sealer for gyp-crete areas that receive glue down flooring products
  - a. Sealer to be installed by flooring contractor, bid package 9D
- b. Seal all penetrations to avoid gyp-crete leaks during pour.
- c. Provide alternate pricing to provide and install sound matting.
- d. Provide Alternate Price to install 2" Gypcrete topping at first floor.

### **04A: Masonry, Complete – Material & Installation**

\*\* See architectural and structural plan sheets for Specifications\*\*

04 2000 MASONRY, Complete

All structural masonry notes apply.

#### **SCOPE NOTES:**

- a. Dowel at each vert 8" embed into hollow core with epoxy as shown on detail 11/S401.
- b. Installation only of all steel embeds / lintels for elevator in CMU walls.
- c. Install 2x8 plate with sill anchors per detail 6/S420.
- d. Provide all scaffolding required for installation of the elevator tower

### **04B: CULTURED STONE/THIN BRICK VENEER, Complete – Material & Installation**

\*\* See architectural and structural plan sheets for Specifications\*\*

04 2613 CULTURED STONE / THINK BRICK VENEER

#### **SCOPE NOTES:**

1. Include all material and installation per manufacturing requirements.
2. Air/water barrier to be provided and installed by others.
3. Include precast concrete sill adhered to wall at community room electric fire place.

### **05A: STRUCTURAL STEEL– Material**

\*\* See architectural and structural plan sheets for Specifications\*\*

05 1200 STRUCTURAL STEEL

05 7300 ORNAMENTAL STEEL

#### **SCOPE NOTES:**

1. Include all tension rods at canopies per detail 1/A-301.
2. Include supply of anchor bolts as noted per structural plans.
3. Include elevator hoist way beams.
4. Include elevator pit ladder.
5. Include all steel for 3<sup>rd</sup> floor deck.
6. Include all steel for the canopy at front entryway.
7. Include all lintels/embeds in masonry walls.
8. Include all bollards and removable bollards.
9. Include 1" galvanized steel grate with angle embeds to concrete per detail 1 / A-100.6/.
10. Include guard rails at concrete walls at drive to overhead doors.
11. Exclude hanging decks and railings.
12. Exclude screened-in decks..

## **05B: STRUCTURAL STEEL– Install**

\*\* See architectural and structural plan sheets for Specifications\*\*

05 1200 STRUCTURAL STEEL

05 7300 ORNAMENTAL STEEL

### SCOPE NOTES:

1. Include installation of all structural steel members and elevator hoist way beams
2. Include core drilling and epoxy for installation of guard rails at retaining walls
  - a. Include drilling and epoxying
3. Exclude hanging decks and railings.
4. Exclude screened-in decks..

## **05C: ALUMINUM SUSPENDED DECKS, COMPLETE – Material & Install**

\*\* See architectural and structural plan sheets for Specifications\*\*

05 7300 ORNAMENTAL STEEL - **\*\*ALUMINUM SUSPENDED DECKS ONLY\*\***

### SCOPE NOTES:

1. Provide and install all aluminum decks and railing at unit rooms.
2. Provide all connection brackets to wood framed structure, at brick portions, and typical per detail 4/S411.
3. Include all layout during rough framing and field verifications.
4. Include all railings at first floor patios to match balcony railings.
5. Superior Decks & Railings, Endurable Decks or equal are approved manufactures.

## **05D: ALUMINUM FRAMED SCREEN ENCLOSURE, COMPLETE – Material & Install**

\*\* See architectural and structural plan sheets for Specifications\*\*

05 7300 ORNAMENTAL STEEL - **\*\*ALUMINUM FRAMED SCREEN ENCLOSURE ONLY\*\***

### SCOPE NOTES:

1. Provide and install aluminum framed screen enclosure with integral railing at Sky Lounge Deck.
2. Include slip closer channels with 1x4 and prefinished coilstock wrap at all connection to building and soffit area.

## **05E: ALUMINUM DECKING, COMPLETE – Material & Install**

\*\* See architectural and structural plan sheets for Specifications\*\*

05 7300 ORNAMENTAL STEEL - **\*\*ALUMINUM DECKING ONLY\*\***

### SCOPE NOTES:

1. Provide and install interlocking aluminum decking at Sky Lounge Deck.

## 06A: ROUGH CARPENTRY/TRUSSES – Material

\*\* See architectural and structural plan sheets for Specifications\*\*  
06 1000 Rough carpentry

### SCOPE NOTES:

1. **Project to be panelized walls, include all loose lumber required for complete carpentry package.**
  - a. **Provide VE Option for Stick Framing**
2. Pre-apply wall sheathing to panelized wall units prior to shipping to site.
3. Include all engineered wood items to include but not limited to; parallams, LVL's, and Glulams.
4. Include sheathing as required at the truss heels, rim joist, lookouts and gable end roofs.
5. Include all subfloor material.
6. Include material for temp wall bracing (could be used later for blocking).
7. Include all fascia material (excluding the finished materials).
8. Include clips, hangers, and other required ties.
9. Include the Backing/blocking to include but not limited to cabinets, toilet accessories, fire extinguishers, deck railings, interior railings (located at corridors), etc.
10. Include stair stringers, treads, and risers.
11. Include all treated and cedar material for the exterior elements.
  - a. Include blocking at decks for guardrail installation.
12. Truss Package to include the following;
  - a. Wood roof trusses
  - b. Wood floor trusses
  - c. Required loose material for bracing
13. Include material for all required draft stopping at the attic area.
  - a. Include material for corridor framing at attic.
14. Include material for the building wrap (air/water retarder) and required window/door flashings; including requirements at all exterior wall penetrations.
  - a. Exclude below grade rigid insulation.
15. Include delivery F.O.B. to jobsite.
16. Include rated attic access with ladder.
17. Include all shear wall material including all components, engineering, etc. for the tie-down system
18. Include all buried/non exposed gypsum board
19. Exclude asphalt shingle and siding package.

## 06B: ROUGH CARPENTRY/TRUSSES– Install

\*\* See architectural and structural plan sheets for Specifications\*\*  
06 1000 ROUGH CARPENTRY

### SCOPE NOTES:

1. **Rough Carpentry package shall be panelized for all wall units for the interior and exterior partitions.**
  - i. **Provide VE Option for Stick Framing**
2. Exterior wall sheathing will be applied to panelized wall units prior to shipping to site (factory applied).
3. Include installation of all the lumber/framing/sheet products, trusses, truss bracing, etc.
4. Include installation of all backing blocking to include but not limited to cabinets, toilet accessories, fire extinguishers, deck railings, interior railings, etc.
  - a. Include plywood backer for mailbox installation.
5. Include fasteners, equipment/lifts, tools, and manpower for installation
6. Include installation of all shear wall items per the shear wall plans and details within the structural drawings.
7. Include installation of all required draft stopping at the attic area.
  - a. Include installation of corridor framing at attic.
8. Include installation of building wrap (air/water retarder) and required window/door flashings, including requirements at all exterior wall penetrations.
  - a. Provide double layer building wrap at cultured stone areas per manufacturer instructions.

9. Unload and stock all material you are installing; even if items are provided by a separate package.
10. Include installing and removing temporary fall protection at openings and other open areas.
11. Include installation of all exterior windows and exterior doors and frames.
  - a. Excludes all aluminum framed storefront doors and windows.
12. Include installation of pocket door frames
13. Include installation of deck plates to wood structure.
14. Include install of tension rods at canopies
15. Include installation of brackets for hanging balconies
16. Include install of the 2x catwalk.
17. Include install of sill sealer at walls.
18. Include install of roof access hatch
19. Rated attic access with ladder.
20. Install slip connection/bent plate to wood framing for steel deck at sky room deck on 3<sup>rd</sup> floor. Detail 6 & 7 / S430.
21. Install all buried/non exposed gypsum board.
22. Exclude all soffit framing per specification 09 2900 Gypsum Drywall note 17 & 18.

## **06C: FINISH CARPENTRY– Material, Only**

\*\* See plan sheets for Specifications\*\*

06 2023 FINISH CARPENTRY

08 1113 WOOD & HOLLOW METAL DOORS

08 7100 DOOR HARDWARE

### SCOPE NOTES:

1. Provide all Timely door frames, wood doors, and hollow metal doors.
  - a. Timely Frames to be Alumatone SC108 with premium colors.
  - b. All metal stamping model 110 low profile fir edor light frame, for standard 1-3/4" doors and 1/4" glass.
    - i. Glazing will be by others
  - c. Republic Door and Frames DP series, universal, and drywall frames, ME universal Miter.
  - d. Unit interior doors: Lynden Kingston, molded, standard mineral wood particleboard, hollow core.
    - i. Paint color TBD
    - ii. Door type: 2 Panel, solid core, molded
    - iii. Hard board doors at openings rated 60 min.
  - e. Unit den doors: frosted full panel glass
    - i. Paint color TBD
  - f. Unit glass pantry doors: Stained frame with frosted logo
    - i. Stain TBD
  - g. Unit Entry Doors
    - i. Door Type: Solid Core, 2 panel, wood doors
  - h. Wood grain doors: Traditional French doors, poplar.
    - i. Paint: Ovolo Sticking
  - i. Common area doors: Lynden Door/Kingston
    - i. Paint: color TBD
    - ii. Door Type: Solid Core, 2 panel, wood doors
  - j. Include vision kits as indicated on drawings.
  - k. Provide interior window frames as timely frames.
    - i. Glazing is by other.
2. Door Hardware
  - a. Provide all hardware per door schedule for all hollow metal and wood doors by this package.
    - i. Hardware to be Schlage AL series level, locksets, electric locksets at community room, mail room, office, common areas, and Fitness
  - b. Provide keying and cores for all doors. Coordinate with CM and Owner.
  - c. Barn door hardware to have brushed nickel finish.
  - d. Provide power supplies and readers at FOB doors.

3. All millwork/trim to be pre-stained/finished to manufactures standard colors.
4. Include all veneer and wood panels.
5. Include all ship lap wood.
6. Prefinished 5/16" x 3-1/4" poplar base for all unit walls stained to match salt of the earth, in Area A. Painted to match Chameleon in Area B.
7. Prefinished 2-1/4" poplar painted casing at interior unit doors. Entry doors of unit are timely frames with standard metal trim.
8. Prefinished stained poplar 5-1/4" wood base at common ares and Corridors
9. Common areas to have 5-1/4" wood base
10. Provide prefinished poplar wall cap, railing ,and metal brackets at stairs.
  - a. Metal brackets to have Satin Nickel finish.
11. Millwork units – Ferche, poplar base FJ, Paint; common areas poplar base pf, veneered skirtboards mdf core F995 craftsmen collection creative stair parts prefinished poplar newel posts chamfered top 3-1/2" & balusters 1-1/4", handrail, plowed, shoe rail, fillet, wall rail, false step components, rectangle rosette, 3/4"x7-1/4" poplar S4S wall cap.
12. Include all buried/non exposed gypsum board

## **06D: FINISH CARPENTRY– Install**

\*\* See plan sheets for Specifications\*\*

06 2023 FINISH CARPENTRY

06 4113 CABINetry – INSTALL ONLY

08 1113 WOOD DOORS – INSTALL ONLY

08 1313 HOLLOW METAL DOORS AND FRAMES – INSTALL ONLY

08 1436 EXTERIOR DOOR ASSEMBLIES – INSTALL ONLY

08 5313 WINDOWS – INSTALL ONLY

08 7100 DOOR HARDWARE – INSTALL ONLY

08 7400 ACCESS CONTROL HARDWARE – INSTALL ONLY

10 1423 SPECIALTY ITEMS – INSTALL ONLY

10 5513 CENTRAL MAIL DELIVERY BOXES – INSTALL ONLY

### SCOPE NOTES:

1. Install of all bath accessories
2. Install cabinetry and PLAM counter tops.
  - a. Include floating shelves, crown molding, hardware, etc.
3. Install all wood trim included but not limited to
  - a. Door casings
  - b. Railings
  - c. Base
  - d. Panels at community room
4. Install all doors and hardware.
  - a. Including barn doors at community room
  - b. Include unit exterior patio doors.
5. Install all fire extinguisher cabinets.
6. Install ship lap wall at sky lounge, 9 / A-203.
7. Provide alternate for install of all common area casework and PLAM countertops.
8. Install of mirror 1x2 backer and mirror with aluminum edging.
9. Install all mailboxes.
10. Install interior signage.
11. Install exterior signage.
12. Exclude all quartz, solid surface, granite, cultured, marble etc. counter tops.

## **06F: CABINETRY, Material Only**

\*\* See plan sheets for Specifications\*\*

06 4113 CABINETRY

### SCOPE NOTES:

1. Include all field measuring as required.
2. Provide cabinetry hardware as specified in specification.
3. Include floating shelves, crown moulding (if shown on drawings)

## **06G: SOLID SURFACE/QUARTZ/CULTURED MARBLE, Complete - Material & Install**

\*\* See plan sheets for Specifications\*\*

06 4113 CABINETRY

07 9200 CAULKING AND SEALANTS \*\*As pertains to this package\*\*

### SCOPE NOTES

1. Include all vanities and bowls.
2. Include all public restroom vanities with undermount sinks.
3. Include windowsills.
4. Include all solid surface countertops.
5. Include joint sealants at perimeter of backsplashes, edges of countertops, and windowsills.
6. Include all field measuring as required.

## **07B: THERMAL INSULATION, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

07 2100 THERMAL INSULATION

### SCOPE NOTES:

1. Include all fiberglass insulation in exterior walls with vapor barrier.
2. Include blown-in fiberglass insulation at attic with 6mil vapor barrier.
3. Include foamed-in-place insulation at rim joist.
4. Provide 12" high density fiber pack sound insulation, entire depth, in the floor trusses.
5. Include expanding spray foam insulation (R-10 vapor barrier compliant) Fill cavity at similar conditions per note 57 on A-301.
6. Include expanding foam inside HSS columns and around stud space as shown in detail 1/A-305.
7. All walls separating units to have denim sound insulation in lieu of fiberglass.
8. **EXCLUDES RIGID INSULATION AT FOUNDATION WALLS**

## **07C: SHINGLES, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

07 3113 SHINGLES

07 7233 ROOF HATCH – Install Only

### SCOPE NOTES:

1. Include 2 rows of ice and water at eaves, valleys, and gables.
2. Include roof edge (drip edge), ridge vents, valley flashing, step flashing, and all other required items to make a complete shingle roof assembly.
3. **Include installation of roof access hatch/ladder**

**07D: ROOF ACCESS HATCH, Material Only**

07 7233 ROOF HATCH

\*\* See plan sheets for Specifications\*\*

SCOPE NOTES:

1. Provide roof access hatch FOB jobsite.

**07E: SIDING, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

07 4616 SIDING

SCOPE NOTES:

1. Include all steel lap siding, steel panel siding.
2. Include LP siding trim at exterior unit door trim.
3. Include all soffit, fascia, trim pieces.
  - a. Including trim at HVAC openings in garage as shown on note 6 per 4 / A-302.
4. Include furring, rigid insulation and siding at below grade area wells and garage doors.
5. Include all gutter and downspouts at sloped/asphalt roof locations, per drawings.
6. Exclude gutter and downspouts at flat roof areas.
7. Exclude Section 07 410 Factory Manufactured Preformed Wall Panels
8. Exclude building wrap installation.

**07F: MEMBRANE ROOFING/MANUFACTURED WALL PANELS, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

07 5556 MEMBRANE ROOFING

07 410 FACTORY MANUFACTURED PERFORMED WALL PANELS

06 1000 ROUGH CARPENTRY \*\*As pertains to this package\*\*

SCOPE NOTES:

1. **ALL METAL COPING ADJACENT TO MEMBRANE ROOFING**
2. Include wall expansion detail per detail 4 / A-104.
3. Roof coping, gutters, scuppers, and downspouts abutting to membrane roofing.
4. Include roof penetrating flashing.
5. Include material and labor for all roof related blocking (Coping, Scuppers, etc.).
6. Include all roof insulation for drainage.
7. Include four (4) PAC-1000F Column Cover matching exterior ACM color at Lobby / Gathering Area as shown on A-101.2.
8. Exclude gutter and downspouts at sloped/asphalt roof locations.

**07H: SEALANTS, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

07 9200 CAULKING AND SEALANTS

07 8400 FIRESTOPPING

SCOPE NOTES:

1. Include fire caulking at attic access door.
2. Include all fire caulking not related to openings created by Mechanical, Electrical, or Fire Suppression.
3. Include sealants at exterior perimeter of vinyl windows.
4. Include sealants at all hollow metal frames.
5. Include sealants at sidewalk to building joints.
6. Include all sealants between dissimilar exterior finishes.

### **08B: WINDOWS, Material Only**

\*\* See plan sheets for Specifications\*\*

08 5313 WINDOWS

#### SCOPE NOTES:

1. Provide all vinyl windows FOB jobsite.

### **08C: PATIO DOORS, Material Only**

\*\* See plan sheets for Specifications\*\*

08 1436 EXTERIOR DOOR ASSEMBLIES

#### SCOPE NOTES:

1. Provide all patio doors FOB jobsite.
2. All unit patio doors on 1<sup>st</sup> floor to be lockable.

### **08D: ALUMINUM WINDOW & DOORS, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

08 4113 ALUMINUM DOORS

#### SCOPE NOTES:

1. INCLUDE COMPLETE STOREFRONT SYSTEM AS SHOWN ON 4/A-201
2. Include all aluminum door hardware including power operators.
3. Include all sealants at storefront systems.
4. Exclude aluminum door keying/cores.

### **08E: OVERHEAD DOORS, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

08 3613 OVERHEAD DOORS

#### SCOPE NOTES:

1. Provide and install overhead doors per drawings.
2. Include premium window kits.
3. Include premium manufacturer color options.
4. Overhead doors to be installed in concrete opening.

### **09A: GYPSUM DRYWALL, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

09 2900 GYPSUM DRYWALL

09 7720 DECORATIVE FIBERGLASS REINFORCED WALL PANELS

#### SCOPE NOTES:

1. Include trim, moldings, fasteners, sealants, adhesives and panels for the FRP materials.
2. Include resilient channels at wall types called out.
3. Include steel stud framing for all soffits.
4. Include sound sealant and flexible sealant tape at gypsum walls as detailed on A-401.3
5. All walls and ceiling to receive a light orange peel finish.
6. Include steel framing at main entry canopy per detail 1 / A-305.
7. Include all FRP paneling.

## **09C: CERAMIC TILE, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

09 3000 TILING

### SCOPE NOTES:

1. Include all wall tile, floor tile, and trim as shown on drawings.
2. Include all items for a complete installation per manufacturer's instructions.
3. Include wall tile at the dog wash area per 2/A-202.
4. Include concrete look tile at community room 2/A-203.
5. Include tile backsplash at units called out on drawings.

## **09D: FLOORING, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

09 6516 FLOORING

### SCOPE NOTES:

1. MOISTURE TESTING OF FLOORS
2. Install only of sealer over gyp-crete at specified areas. Sealer provided by 3B, Gyp-Crete
3. Install all flooring per manufacturers recommendations, leaving no gaps to walls, frames, etc.
4. Provide and install sound pad throughout units.
5. Exclude epoxy flooring.

## **09E: EPOXY FLOORING, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

09 6516 FLOORING

### SCOPE NOTES:

1. Epoxy flooring at garage level trash room.

## **09F: PAINTING, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

09 9123 PAINTING AND WALLCOVERING

### SCOPE NOTES:

1. Include vinyl wall coverings at fitness walls per detail 6 / A-203.
2. Include all wood staining where required
3. Include painting of all concrete walls as called out on plans.
  - a. Include parking stall numbers on adjacent walls.
4. Paint exposed gas piping and fire sprinkler lines exposed in garage areas.
5. Paint exposed fire sprinkler lines in stairways.
6. Paint 1x2 backer at fitness center mirrors.
7. Paint all bollards.
8. Putty all nail holes.
9. Paint hollow metal frames and doors.
10. Paint exposed steel at 3<sup>rd</sup> floor sky lounge deck.
11. Provide voluntary alternate for the epoxy flooring at garage level trash room (Work Scope 9E).

## **10A: SPECIALTIES, Complete – Material**

\*\* See plan sheets for Specifications\*\*

10 1423 SPECIALTY ITEMS

10 5513 CENTRAL MAIL DELIVERY BOXES

### SCOPE NOTES:

1. Bathroom Accessories
  - a. Grab bars
  - b. Toiler paper dispenser
  - c. Towel ring
  - d. Towel bar
  - e. Curved shower bar
  - f. Hooks
2. Signage
  - a. See detail 10 / A-401 for further signage requirements.
  - b. Interior room signage
  - c. Exterior building signage/lettering
3. Building directory signage.

## **10B: MAIL DELIVERY BOXES, Material Only**

\*\* See plan sheets for Specifications\*\*

10 5513 CENTRAL MAIL DELIVERY BOXES

### SCOPE NOTES:

1. Provide mailboxes per drawings FOB jobsite.

## **10D: SHELVING, COMPLETE – Material & Install**

### SCOPE NOTES:

1. Provide and install all shelving per drawings.
2. Include field measuring.

## **11A: RESIDENTIAL APPLIANCES, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

11 3100 RESIDENTIAL EQUIPMENT

### SCOPE NOTES:

1. Include all residential unit appliances.
2. Include kitchen equipment in common areas.
3. Provide connections cords/hoses for all appliances.
4. Exclude magicpak units and sleeves.

## **11B: TRASH CHUTES, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

### SCOPE NOTES:

1. Include trash chute and vent on roof.
2. Include all trash chute doors.

## **12A: WINDOW TREATMENTS, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

12 2113 WINDOW TREATMENT

### **SCOPE NOTES:**

1. Heritage 2 in. aluminum blinds at all windows.
2. Graber G-85 vinyl vertical blinds at all patio doors.

## **12B: ELECTRIC FIREPLACE, Complete – Material & Install**

\*\* See plan sheets for Specifications\*\*

### **SCOPE NOTES:**

1. Provide and install electric fireplace in community room.

## **32F CONCRETE CURB & GUTTER, Complete – Material & Installation**

\*\* See plan sheets for Specifications\*\*

ALL GENERAL NOTES PERTAINING TO PROJECT AND RELATED TO  
CONCRETE CURB AND GUTTER, MIX DESIGNS, SHOP DRAWINGS, ETC

END OF SECTION

**SECTION 00400**

**General Bid Notes and Alternates**

1. Introductory information, Bidding Requirements, Contracting Requirements, Division 0 Bidding Requirements & Contract Documents & Division 01 - General Requirements apply to **ALL SCOPES**.
  
2. **General note pertaining to ALL Contractors on Site.**
  1. Maintenance of safe working conditions for employees and others working in vicinity; maintain an ongoing safety program while on site. Contractor shall submit a comprehensive Safety Plan to the General Contractor upon award of contract.
  2. Temporary walls, barricades and cover related to contractors work for maintenance of security, safety, and cleanliness.
  3. Ongoing cleanup of Work area and removal of debris related to contractor's work.
  4. Restoration of site locations disturbed by contractor's work outside construction limits.
  5. Attendance at weekly site coordination meetings as scheduled by general contractor during contractor's work on site.
  6. Coordination with Owner and other contractors on site and requirements of construction schedule.
  7. Mobilizations as required by construction schedule.
  8. Submittals, shop drawings and samples as specified.
  9. Cost of testing that fails and cost of retesting shall be paid by Contractor.
  10. All subcontractors are responsible for all equipment, and manpower to unload & stock materials they are installing, even if they are not providing the material.
  11. All sub-contractors to conform to local codes and ordinances for their respective trade.
  
4. **Voluntary Alternate**
  1. All bidders be advised that we are accepting voluntary deduct alternates from all bidders. Please provide Base Bid per the plan and specs and indicate deduct alternates separately. General Contractor will review these with the owner and make final determination.

**END OF SECTION**

**TO:** All Subcontractors  
**DATE:** TBD  
**SUBJECT:** Subcontractor Contract Package  
**PROJECT #:** W24XX  
**RE:** (PROJECT NAME)

We transmit herewith the following documents for your review, comment, execution, and return where applicable.

- **Subcontract** for construction of the referenced project. Please sign and return to us as soon as possible this may be electronic or hard copy format. If you return two (2) hard copies we will return one (1) to you for your records. Please be sure to include your Contractor's License number, Federal Tax Identification Number & State Identification Number on Page Two (2) of the subcontract.
  - Exhibit A Safety Agreement.
  - Exhibit B CADD/Electronic File Transfer & Use Agreement.
  - Exhibit C Insurance Requirements for this project. We must have an insurance certificate for each individual subcontract on file prior to the commencement of work by the subcontractor.
  - Exhibit D Schedule of Drawings, Addendum, and Specification Manuals.
  - Exhibit E Site Maintenance by Trade Agreement.
- **Suppliers/Subcontractor List Form.** We retain the right to verify status of payment to all your subs and suppliers. Please fill out your Sub-Tier/Supplier list and upload to Textura CPM.

Please provide us with a complete list of all the Sub-Tier Subcontractors as well as the material suppliers that you will either purchase materials from or subcontract with for this project and an estimated amount that you expect to spend with each supplier or Sub-Tier. Include name, address, telephone number, and an office contact for each supplier. With the exception of any applications for payment submitted prior to the date of this correspondence, we will require this information to be uploaded to TEXTURA prior to processing progress payments. Please note that the Owner and/or Bradbury Stamm Construction Winkelman LLC may request waivers of lien from all major suppliers and sub-tiers prior to release of progress payments, final payments, and/or retainage.

Your suppliers and sub-tiers can be contacted on a periodic basis to determine the status of accounts that pertain to this project and to write joint checks to them at our discretion. The sole purpose of this process is to protect the Owner, Bradbury Stamm Construction Winkelman LLC., suppliers, and subcontractors from problems that could result in judgments that may delay the final close out of the project. It is not our intention to cause embarrassment or to interfere in your private company matters.
- **Textura-CPM Information for Payment Processing.**

If it has been more than one year since last working with Bradbury Stamm Construction Winkelman LLC, Subcontractor must email a W-9 Request for Taxpayer Identification Number and Certification form. This form can be found at the following URL:

<https://www.irs.gov/forms-pubs/about-form-w-9>

The term "CONTRACT DOCUMENTS" refers to: Drawings, specifications, addenda, supplemental instructions, and/or Project Manuals labeled "**Project Name**"

This enclosure and the items listed above are considered an integral part of your subcontract. Please advise us immediately, if you do not have copies of any of these documents.

Subcontractors are responsible for the review of all contract documents for complete compliance with all requirements. Revisions to subcontracts due to failure to review the documents, omissions, errors, and/or unapproved substitutions will not be entertained. In addition, we **must** be advised of any changes that impact your subcontract amount **within twenty (20) days** of the occurrence of the event giving rise to such claim. Revisions to subcontracts will only be made through approved and fully executed change orders prepared by Bradbury Stamm Construction Winkelman LLC.

A preliminary project schedule will be prepared and a copy posted in the site office for review by subcontractors and suppliers. Schedules are subject to frequent revision, for various reasons, and it is not practical to issue separate copies of the schedule to all of our subs or suppliers. Each subcontractor will be responsible for familiarizing themselves with the schedule and the progress of the work and to arrange their activities, including all labor, material, and equipment, accordingly. Claims for delay and/or requests for extensions of time must be properly documented and formally submitted, for approval, to the project superintendent and our main office.

Submittal documentation including, but not necessarily limited to, manufacturer's data, samples, and/or shop drawings are due in our office no later than thirty (30) days after acceptance of this contract. Project Close Out materials including, but not necessarily limited to, letters of warranty, maintenance manuals, operations manuals, and any specific requirements of the contract documents for your particular area of work, are due in our office no later than 30 days after receipt of approved submittals by the supplier. We will also require a detailed shipping schedule, at that time, for all materials and/or equipment. Surplus materials, required by the contract documents, are to be delivered to the project superintendent upon completion of your work. PLEASE NOTE: Failure to comply with these requirements will result in the retention of funds by Bradbury Stamm Construction Winkelman LLC.

The delivery and storage of material on site will be limited to specified areas, as determined by the project superintendent, and must be approved by him prior to delivery. The superintendent will require a minimum of forty-eight hours advance notification prior to delivery of materials. Subcontractors are responsible for the acceptance of materials delivered to the project and must have appropriate personnel on site to accept any material deliveries. BSC will accept material deliveries for our subcontractors, but we will not accept any responsibility for quantities or content.

Questions or requests for information concerning this project will be submitted through BSC. Construction via the project superintendent, field engineer, or our main office. Please refrain from direct communication with the project architect, project owner, and/or their agents without the prior consent of the project superintendent, field engineer, or the project manager. This is for your protection, as well as ours.

We look forward to a successful project. Should you have any questions or concerns on these matters, please do not hesitate to call.

Very truly yours,

**BRADBURY STAMM CONSTRUCTION WINKELMAN LLC**



340 Highway 10 South  
St. Cloud, Minnesota 56304  
Telephone (320) 253-2411 Fax (320) 253-2324

**SUBCONTRACT NO.: W24XX-XX.XXXX-S**

THIS AGREEMENT, made and entered into this --- day of -----, by and between, **(SUBCONTRACTOR NAME)** doing business as same with principal office at **(SUBCONTRACTOR OFFICE ADDRESS)** hereinafter called the subcontractor, and **Bradbury Stamm Construction Winkelman LLC** called the Contractor, Witnesseth:

SECTION 1. The Subcontractor agrees to furnish all supervision, layout, engineering, labor, material, and equipment as described in Section 3 hereof for the construction of the **(PROJECT NAME)** located at **(PROJECT LOCATION)** for **(OWNER NMAE AND ADDRESS)** hereinafter called the Owner, in accordance with all conditions of the Plans, Specifications, General and Special Conditions and the General Contract between the Owner and the Contractor.

SECTION 2. THE "ADDITIONAL PROVISIONS OF THE SUBCONTRACT" SET FORTH UPON PAGES 3 AND 5 HEREOF, ARE HEREBY INCORPORATED INTO AND MADE A PART OF THIS SUBCONTRACT.

SECTION 3. The Subcontractor and the Contractor agree that the work to be done by the Subcontractor is to include all labor, supervision, layout, cleanup per Article 22, materials, equipment, supplies, hoisting, scaffolding and safety devices to furnish and install **THE WORK** per drawings, specifications, Addendum, and Exhibit D including but not limited to Division 1, Specification(s) and to the satisfaction of the Owner, Architect, and General Contractor.

**THE WORK:**

**(DESCRIPTION OF CONTRACTED WORK)**

**CONTRACT TOTAL: (DOLLAR VALUE)**

THE ABOVE PRICE: INCLUDES ALL APPLICABLE SALES, USE, GROSS RECEIPTS, COMPENSATING, PRIVILEGE OR OTHER TAXES UNLESS SPECIFICALLY EXCLUDED BELOW.

**EXCLUDES:**

BOND: PAYMENT AND PERFORMANCE BONDS ARE NOT INCLUDED IN THE SUBCONTRACT AMOUNT. IF REQUIRED BY THE CONTRACTOR, THE SUBCONTRACTOR IS TO PROVIDE PERFORMANCE AND PAYMENT BONDS ISSUED BY AN ACCEPTABLE SURETY COMPANY AND ON FORMS ACCEPTABLE TO THE CONTRACTOR. PREMIUMS FOR THE BONDS ARE TO BE PAID DIRECTLY WITH THE SURETY BY THE CONTRACTOR.

RETAINAGE OF FIVE PERCENT (5%) OF THE GROSS AMOUNT OF EACH APPLICATION FOR PAYMENT SHALL BE WITHHELD FROM EACH PAYMENT UNTIL THE PROJECT REACHES FINAL COMPLETION. UPON FINAL COMPLETION OF THE WORK, ALL RETAINAGE SHALL BE RELEASED AND PAID IN THE NEXT APPLICATION FOR PAYMENT WHICH IS AT LEAST THIRTY-ONE (31) DAYS FOLLOWING FINAL COMPLETION OF THE WORK ASSUMING ALL CONTRACT PROVISION HAVE BEEN MET.

MONTHLY PROGRESS PAYMENTS WILL NOT BE HONORED OR MADE UNTIL A SIGNED COPY OF THIS SUBCONTRACT AND APPROPRIATE INSURANCE CERTIFICATES ARE ON FILE IN THE OFFICE OF THE CONTRACTOR. ALL MONTHLY PROGRESS PAYMENTS SHALL BE SUBMITTED BY THE TWENTIETH OF EACH MONTH.

SUBCONTRACTORS WILL BE RESPONSIBLE FOR THE SAFETY OF THEIR EMPLOYEES AND THE ADEQUACY AND EFFICIENCY OF THEIR SAFETY PROGRAM. IN ADDITION, COOPERATION WILL BE EXPECTED IN CARRYING OUT THE CONTRACTOR'S PROGRAM AS DESCRIBED IN THE ATTACHED SAFETY PROGRAM. PLEASE SIGN THE COPIES OF ATTACHED PROGRAM AND RETURN WITH THIS SUBCONTRACT.

The Subcontractor shall submit **legible electronic copies plus six (6) physical samples when requested** of all material submittals, methods or equipment proposed for approval within **ten (10) days** of date of this contract. Failure to do so will constitute a breach of this contract if such approvals are required by General Contract. If approvals are not required by General Contract, Subcontractor shall furnish all materials, equipment and perform all work in exact accordance with General Contract. The Subcontractor further agrees to furnish written evidence, (such as copies of purchase orders, confirmations, telegrams, or other methods), to the Contractor's office within seven (7) days after the date of this instrument, showing that all materials and/or equipment have been ordered for delivery as required to meet the Contractor's construction progress. Failure to furnish such evidence will constitute a breach of this contract with remedies as provided in the additional provisions of this Subcontract, particularly Paragraph 17.

**Subcontract #:** W24XX-XX.XXXX-S

SECTION 4. The Subcontractor agrees: To keep himself thoroughly informed as to the progress of the job; to begin work within three (3) days after notification by the Contractor; to prosecute the work continuously and diligently with all possible speed and immediately report any delays allegedly beyond his control to the Contractor in writing; and to complete the entire work covered by this subcontract **IN ACCORDANCE WITH BRADBURY STAMM CONSTRUCTION WINKELMAN LLC UP-DATED PROGRESS SCHEDULE AND SO AS NOT TO DELAY THE START, PROGRESS, OR COMPLETION OF ANY PORTION OF THE WORK. THE MASTER SCHEDULE WITH THE CONSTRUCTION LOGIC WILL BE DISTRIBUTED THROUGH PROCORE. THE DATES FOR THE INDIVIDUAL TASKS WILL BE REVISED MONTHLY BASED ON ACTUAL JOB PROGRESS. THE BRADBURY STAMM CONSTRUCTION WINKELMAN LLC SUPERINTENDENT WILL PROVIDE A 3 WEEK LOOK-AHEAD SCHEDULE AT EACH PROGRESS MEETING. IT IS THE SUBCONTRACTOR'S AND MATERIAL SUPPLIERS OBLIGATION TO STAY INFORMED AS TO THE STATUS OF THE JOB PROGRESS. SUBCONTRACTORS NEED TO BEGIN ATTENDING WEEKLY JOBSITE MEETINGS TWO WEEKS PRIOR TO THEIR MOVING CREWS OR MATERIAL ONTO THE SITE. ATTENDANCE AT THE WEEKLY MEETINGS IS MANDATORY FOR ALL FOREMEN WORKING ON THE SITE. BRADBURY STAMM UTILIZES ELECTRONIC COMMUNICATION VIA EMAIL AND PROCORE FOR DISTRIBUTION OF PROJECT RELATED INFORMATION AN ANY NOTICES. IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO MAINTAIN ACCESS AND STAY ABREAST OF STATUS OF THE PROJECT AND THEIR WORK.** The Subcontractor, however, should not be held responsible for any delays caused by the neglect, delay or default of the General Contractor, the Owner, or any other Subcontractor. In the event of the Subcontractors failure to fully and properly complete the matters listed in Section 3 within the time specified herein, the Subcontractor shall pay the Contractor, as liquidated damages, and not as a penalty the sum of **NOT SPECIFIED** per day for each calendar days delay in completion of the subcontract, it being agreed between the parties hereunto that the above sum is based upon their reasonable estimate of damages for delay and that it would be impracticable or extremely difficult to fix the actual damage. If no specific sum is stated herein the provisions of Article 17 shall apply for the determination of damages caused by improper performance of the subcontract. The Subcontractor must make any claims for extensions of time or for damages for delays, or otherwise, to the Contractor in writing with supporting reasons therefore in the same manner as provided in the general contract for like claims with the Contractor upon the Owner, and in such time as will enable the Contractor to present such claim to the Owner for payment or recognition; and the Contractor will not be liable to the Subcontractor on any claim not timely or properly presented, or not allowed by the Owner. **IN NO EVENT WILL EXTRA WORK OR CHANGES BE PAID FOR UNLESS AGREED TO IN WRITING BY CONTRACTOR BEFORE WORK IS DONE OR CHANGES MADE.**

SECTION 5. IN CONSIDERATION WHEREOF, the Contractor agrees to pay the Subcontractor for the full and faithful performance of his work the sum of **(CONTRACT VALUE IN WORDS) (\$XXX,XXX.XX)** in current funds subject to additions and deductions for changes as may be agreed upon. Provided that no payments are to be made unless the Subcontractor's rate of progress, work done, and material furnished are satisfactory to the Contractor and as herein agreed upon. The price stated above is LUMP SUM, and includes all applicable sales, use, gross receipts, compensating, privilege or other taxes measured by receipts, and all freight and transportation charges to jobsite, (whether or not material is to be there and installed by Subcontractor), and all bond premiums and depository charges, all of which it shall be the responsibility of Subcontractor to report and/or pay. The Subcontractor shall submit to the Contractor applications for progress payments by the **Twentieth (20<sup>th</sup>)** day of each month. The Contractor shall pay the Subcontractor at the same percentage rate that the Contractor receives payment on Subcontractor's application from the Owner, less any retained percentages that the Owner withholds from the Contractor. The Contractor's receipt of payment from the Owner is a condition precedent to Contractor's obligation to make payment to the Subcontractor. The Subcontractor expressly assumes the risk of the Owner's non-payment and the Subcontract price includes this risk. The Contractor shall be under no obligation to pay the Subcontractor for any work done hereunder, until seven (7) days after the Contractor has been paid by the Owner. Subcontractor shall not be entitled to receive final payment hereunder until the entire work to be done under the general contract has been accepted and paid for by the Owner. The acceptance of said work or making of said payment, including final payment, shall not relieve Subcontractor of liability for DEFECTS IN SAID WORK. If said progress payment estimates are not delivered by the Subcontractor by the time stated above, payment will be withheld until next regular estimate from Owner is paid. Provisions contained shall take precedence over any conditions of the general contract.

SECTION 6. Attachments/Exhibits – Subcontractor and Contractor hereby agree to the covenants representations, warranties, covenants, provisions and the terms of the following items, made part of this contract agreement and which the parties hereto have reviewed in their entirety.

Attachment/Exhibit	Name of Attachment/Exhibit	Initials of Subcontractor indicating receipt and acceptance of terms thereof
Page 3 & 5	Additional Provisions of Subcontract	Acceptance: _____
Exhibit A	Safety Agreement	Acceptance: _____
Exhibit B	CADD/Electronic File Transfer/Use Agreement	Acceptance: _____
Exhibit C	Certificates of Insurance	Acceptance: _____
Exhibit D	Schedule of Drawings, Addendum & Specification Manual	Acceptance: _____
Exhibit E	Site Maintenance By Trade Agreement	Acceptance: _____

The Definitions given to the terms defined in the Subcontract, shall be the definitions for the capitalized terms in each of the above Exhibits and Attachments unless such term is otherwise defined therein.

IN WITNESS WHEREOF the parties hereto have executed this agreement for themselves, their heirs, executors, successors, administrators, and assigns, on the day and year first above written.

**BRADBURY STAMM CONSTRUCTION WINKELMAN LLC**

\_\_\_\_\_  
Subcontractor's License No.

By: \_\_\_\_\_  
, **Project Manager**

\_\_\_\_\_  
Federal Tax Identification or Social Security No.

Subcontractor:  
**Company Name**

\_\_\_\_\_  
State Tax Identification Number

By: \_\_\_\_\_

Title: \_\_\_\_\_

CERTIFICATES OF INSURANCE SHALL BE PROVIDED FOR THE FOLLOWING COVERAGES:  
WORKMENS COMPENSATION  
GENERAL LIABILITY  
AUTO LIABILITY

Subcontractor shall sign and return an electronic copy, or two hard copies of this contract to the Contractor as an acknowledgment and one copy will be signed by the Contractor. If already signed by the Contractor, return one copy signed as required. If this contract is not returned within 7 days, the Contractor may immediately cancel this Contract by mailing a cancellation notice to address above.

Progress payments will not be made until executed copies effectively dated of these certificates are received.

**BY SIGNING THIS CONTRACT, ALL EXHIBITS CONTAINED HEREIN ARE PART OF THE SUBCONTRACT AGREEMENT.**

**PLEASE REFER TO EXHIBIT C FOR SPECIFIC DETAILS. NOTE THAT WE REQUIRE MORE THAN A STANDARD CERTIFICATE.**

*Revised 11/2017*

Subcontract #: W24XX-XX.XXXX-S

ADDITIONAL PROVISIONS OF SUBCONTRACT

THE SUBCONTRACTOR AND CONTRACTOR AGREE THAT THE FOLLOWING PROVISIONS SHALL BE A PART OF THEIR CONTRACT.

The phrase "General Contract" (a copy of which is on file at the office of the Contractor and is available for inspection at all times) shall be deemed to mean the contract between the Contractor and the Owner with reference to the work described in Section 1 of this Subcontract, together with all the provisions, general conditions, plans, drawings, specifications and all addenda which are made part thereof or referred to herein.

1. In the event the Owner by any reason decides to suspend, terminate, or cancel, in whole or in part, the construction work hereunder, the Subcontractor shall be entitled to payment for work done up to the time of Subcontractor's receipt of notice of cessation. The amount of said payment shall reflect the costs incurred by the Subcontractor with a reasonable profit on those costs but shall not include any amount for unrealized profit or any profit on uncompleted work including labor and materials. Final amount shall be subject to negotiation between Subcontractor and Contractor and subject to final approval of Owner.

2. Insofar as the provisions of the General Contract, do not conflict with specific provisions herein contained, they and each of them are hereby incorporated into this subcontract as fully as if completely rewritten herein. The Subcontractor agrees that he will so perform this agreement as not to violate any term, covenant, or condition of said General Contract. The relationship of the Subcontractor hereunder towards the Contractor shall be the same as that of the Contractor towards the Owner under said General Contract and the relationship of the Contractor hereunder to the Subcontractor shall be the same as that of the Owner towards the Contractor under said General Contract.

3. The Subcontractor agrees to pay all obligations incurred by Subcontractor for labor, materials, equipment rental and all applicable Federal and State taxes, including, without limitation, Federal and State withholding, and income and gross receipts taxes. Subcontractor shall furnish the Contractor with such partial releases and waivers of lien and bond claims from the Subcontractor and from his material men and creditors as the Contractor may request from time to time (on a monthly basis) on labor, equipment, and/or material and/or other claims, and final releases and waivers of lien and waiver of bond claims at the time of final payment on this Subcontract.

4. The Subcontractor shall furnish, if requested by the Contractor, sworn affidavits from time to time in accordance with the form provided by the Contractor, which shall state amounts due or become due, amounts paid, and any other information clearly to indicate the financial condition of the Subcontractor, insofar as relates to labor and material furnished and to be furnished under this Subcontract; and the Subcontractor agrees to pay as they accrue and to protect, indemnify, defend, and hold the Contractor harmless against any and all costs and expenses, charges, or damages, including reasonable attorney's fees arising out of any liens and claims of persons claiming to have performed labor or to have furnished material or appliances, equipment, insurance, or service in connection therewith. If at any time there shall be any lien or claim against the Subcontractor and/or Contractor for labor, materials or appliances or services used in said work for which, if established, the Contractor might be directly or indirectly liable then the Contractor may retain out of any money due or to become due the Subcontractor an amount sufficient to indemnify the Contractor against liability or loss by reason of such lien or claim, including the reasonable costs of any litigation thereunder until the same shall be effectively satisfied, discharged or canceled; or the Contractor may take such other steps as it may be deemed necessary to protect itself against any claim including but not limited to direct payment for materials without obtaining consent of surety, and/or issuing joint checks to the Subcontractor and any other person or entity. If at any time the Contractor shall determine that the Subcontractor's financial condition has become, in the opinion of the Contractor, unsatisfactory, Subcontractor shall furnish security satisfactory to the Contractor within three (3) days after written notice to his last known address, and in default of furnishing such security the Contractor shall have the option to cancel his contract. In case of such cancellation the rights of the Contractor shall be the same as if the Subcontractor had failed to perform his Subcontract in whole or in part.

5. The terms of payment provided herein shall not make it incumbent on the Contractor to make payments in an amount that would not leave a sufficient balance sufficient to satisfy all obligations of the Subcontractor for labor, materials, etc., furnished or to be furnished by him under this Subcontract.

6. The Subcontractor agrees that moneys received for the performance of this contract shall be used first and primarily for labor and material entering into this work and said moneys shall not be delivered or used to satisfy obligations of the Subcontractor on other contracts.

7. The Subcontractor agrees to protect the Owner and Contractor against all costs or claims for transportation, freight and express, on men, materials and equipment to and/or from the job, and for all other incidental expenses in connection with his work, and to repay the transportation charges on all materials, etc., shipped.

8. Subcontractor shall obtain and pay for all building permits, bid depository fees, pro-rata charges and inspection fees required in the awarding or performance of this

Subcontract. He shall also comply with all laws, ordinances and regulations relating to such performances, including, but not limited to, those involving licensing, building, health and safety and environmental requirements, and those governing wages and hours, payroll contributions, and deductions, nondiscrimination in employment and labor relations, and shall protect, indemnify, defend, and hold Contractor harmless for any damages, costs and expense (whether direct, general and incidental), including reasonable attorney's fees, resulting from Subcontractor's violation thereof. Violation of this covenant is hereby expressly made ground for termination of this Subcontract.

9. The right is reserved by the Contractor to require changes in, deviations from, additions to, and omissions from, the work herein contracted, and the Subcontract price shall be adjusted accordingly. Before proceeding with any change, deviation, addition or omission, the Subcontractor will first obtain written authorization from the Contractor which authorization will state the amount of money and time by which the subcontract will be adjusted, if any. The subcontractor shall have no dealings with the Owner or his authorized representatives in regard to changes, extras or omissions in connection with this work, but must deal only with the Contractor.

10. The Subcontractor shall carry, pay for, and maintain in force continuously during the performance of the Work and/or life of this subcontract insurance with satisfactory coverages and limits aligned with the requirements stated on Exhibit C of this Subcontract. Subcontractor shall also require any of its Sub-Subcontractors to do the same. Insurance requirement shall be applicable to his work hereunder as is specifically required by the General Contract, the Contractor or any public authority. The Subcontractor shall furnish the Contractor with executed certificates showing names of the carriers, numbers of the policy and expiration dates and all coverages as required by Exhibit C. Contractor may obtain any required insurance not obtained by Subcontractor and charge the Subcontractor's account for the premium together with interest thereon at eight (8) percent per annum. The Subcontractor shall comply with all applicable safety and health laws and all standard rules, regulations and orders adopted pursuant thereto, including those issued under the Construction Safety Act and the Occupational Safety and Health Act, and shall cooperate actively with the Contractor in assuring compliance by Subcontractor and lower tier subcontractors. Contractor may terminate this subcontract upon Subcontractor's failure to comply strictly with the terms of this paragraph.

12. Where the general contract is a Government contract, Subcontractor agrees that: (a) Contractor shall in no event be liable for change orders, extras, terminations, stoppages or suspensions of work except to the extent that amounts are received from the Government relative thereto; (b) Subcontractor shall comply strictly with all Government procurement laws, policies, regulations and requirements as if incorporated verbatim herein, and including specifically articles in the general contract covering the Davis Bacon Act, Eight Hour Law, Apprentices, Payroll Records and Payrolls, Copeland Act, Withholding of Funds to Assure Wage Payment, Non-Discrimination in Employment, listing of job vacancies with Federal/State Employment Service System, utilization of minority business enterprises, and Subcontracts-Termination. Breach by Subcontractor of this covenant is hereby expressly made grounds for termination of this Subcontract.

13. This Subcontract represents the entire agreement between Contractor and Subcontractor and takes precedence over any and all proposals, correspondence, and oral agreement made prior to the date hereof.

14. This Subcontract includes all changes, addenda, amendments, modifications, revisions, etc., to date.

15. If any portion of this Subcontract is sublet, the Contractor reserves the right to require cancellation of such sublet portion or portions if in the opinion of the Contractor any such Subcontractor is incompetent or undesirable.

16. Subcontractor shall not assign or attempt to assign in any manner at any time this subcontract or any portion thereof or any funds accrued or to accrue hereunder without written consent of Contractor and no such assignment shall be binding on Contractor unless and until accepted in writing by the Contractor. Subcontractor shall extend the provisions of this Subcontract to any approved Subcontractor.

17. Subcontractor shall reimburse Contractor for any and all loss or damage, including, but not restricted to, any liquidated damages which may become due the Contractor under Section 4, or due the Owner under the general contract, and extra expense paid or incurred by Contractor which is due to Subcontractor's failure to perform its obligations under this Subcontract. Subcontractor, however, shall not be held responsible for any delays caused by Contractor, Owner, or any other Subcontractor. If Subcontractor fails or refuses to perform its obligations under this Subcontract, such failure or refusal shall constitute a default and Contractor may make demand in writing or email to Subcontractor and its surety, if any, for the immediate correction of any default. If Subcontractor and its surety, if any, fails to correct said default within three (3) days after demand in writing is mailed, emailed, or delivered by hand to Subcontractor, Contractor may, at his option, take any steps Contractor deems advisable to prosecute the work to completion and to this end Contractor may take possession of and use such of Subcontractor's equipment and materials as are situated on or near the jobsite. In case Contractor deems the foregoing procedure necessary, all moneys expended and all of the losses, damages and extra expenses incurred by Contractor in completing the work covered by this Subcontract shall be deducted from the Subcontract price herein stated, and if such expenditures together with said losses, damages and extra expenses, exceed the amount otherwise due to Subcontractor hereunder, Subcontractor agrees to Contractor on demand the full amount of such excess together with interest thereon, at the rate of 12 percent per annum until paid. No action taken under this paragraph shall relieve Subcontractor's surety, if any, from liability.

18. The Subcontractor shall promptly amend, correct, and make good any defective materials and/or workmanship during construction and guarantee periods to the entire

ADDITIONAL PROVISIONS OF SUBCONTRACT

THE SUBCONTRACTOR AND CONTRACTOR AGREE THAT THE FOLLOWING PROVISIONS SHALL BE A PART OF THEIR CONTRACT.

approval and acceptance of the Contractor, Owner and/or Architect or their authorized representatives. Should the Subcontractor refuse or neglect to proceed at once with the correction of rejected or defective materials and/or workmanship after receiving notice to do so, it is agreed that the Contractor shall have the right and power to have the defects remedied or changes made at the expense of the Subcontractor, and the Subcontractor agrees to pay to the Contractor on demand any and all loss and/or expense incurred by the Contractor in remedying such defects and/or making such changes, together with interest thereon at the rate of eight (8) percent per annum until paid or during the construction period the Contractor may withhold these amounts from any payments to the Subcontractor.

19. The obligation of the Subcontractor to perform and complete all work covered by this Subcontract to the satisfaction of Contractor and/or Owner and/or Architect is absolute and without exception; the Subcontractor shall effectually secure and protect his materials and work, and shall bear and be liable for all loss and/or damage of any kind in connection therewith at any time prior to the final completion and acceptance of the entire general contract by the Owner subject to the provisions of Section 23 hereof as they may apply. The Subcontractor shall be responsible for the exercise of due care in the performance of the work required herein and shall be liable for any breakage of damage to work or materials of other Subcontractors and/or the Contractor due to the Subcontractor's action and shall reimburse the Contractor on demand, or the Contractor may withhold the amounts of any damages therefor from payments due Subcontractors. If damages occur, which are definitely due to carelessness of various workmen, but cannot be specifically assigned to any individual Subcontractor or the Contractor, the Contractor may at his discretion assess certain Subcontractors and himself their proportionate share of the damages involved to pay the damaged Subcontractor.

20. If the Subcontractor deems that surfaces or work to which his work is to be applied or affixed is unsatisfactory or unsuitable, written notification of said condition shall be given to the Contractor, otherwise no consideration will be given to claims for extra compensation or non-responsibility in connection therewith.

21. The Subcontractor shall provide at his own expense whatever storage sheds, workshops and offices and private telephone facilities as are necessary for the performance of this Subcontract, and shall remove same and thoroughly clean the premises at the completion of the work.

22. The Subcontractor shall clean up and remove from the site as directed by the Contractor, all rubbish and debris resulting from his work, also he shall clean up to the satisfaction of the inspectors, and Contractor, all dirt, grease, marks, etc., from the walls, ceilings, floors, fixtures, etc., deposited or placed thereon as a result of the execution of this Subcontract. It is understood and agreed that the Subcontractor shall clean up and leave all work installed by the Subcontractor in a condition satisfactory to the Contractor and Owner for final acceptance of the contract. If the Subcontractor refuses or fails to perform this cleaning as directed by the Contractor, the Contractor shall have the right and power to proceed with said cleaning, and the Subcontractor will on demand repay to the Contractor the actual cost of said labor, materials and equipment plus fifteen (15) percent of all direct costs to cover general overhead and profit or Contractor may decrease Subcontract the amount of the charge.

23. The General Contractor or Owner at their option may carry Builders Risk Insurance the Builders Risk may have a deductible, the Subcontractor is hereby put on notice that any damage to their property may be partially or totally subject to this deductible, which shall be paid by Subcontractor. Subcontractor assumes the responsibility to determine whether adequate insurance is in force. In the event that no insurance is carried by the General Contractor or Owner it is agreed that any loss sustained by the Subcontractor due to casualties or occurrence of any type shall be borne by the Subcontractor.

24. The CONTRACTOR and the SUBCONTRACTOR agree to waive all rights of subrogation against each other and any of their SUBCONTRACTORS, SUBSUBCONTRACTORS, agents and employees, each of the other, the OWNER, and, if required by the Prime Contract, the Architect, the Architect's consultants, and separate contractors, for damages caused by perils insured against to the extent covered by any Builder's Risk, Inland Marine, or any other Property Insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the OWNER or CONTRACTOR as trustee. The SUBCONTRACTOR by written agreement shall require similar waivers of subrogation by it SUB-SUBCONTRACTORS in favor of all parties enumerated in the above paragraph.

25. The Subcontractor shall furnish promptly all samples, lists, shop drawings, cuts, schedules, technical data, etc., required in connection with his work and shall pay any transportation or reproduction costs to provide an adequate amount of copies of the same. Approval of same by the General Contractor or the Owner shall not relieve Subcontractor of full responsibility for performance of the work in strict accordance with the plans, specifications, terms and conditions of the general contract. It is further understood and agreed that approval of erroneous shop drawings does not relieve the Subcontractor of the responsibility for rectifying such mistakes and correct

performance of the contract as herein above provided at no cost to the Owner or Contractor.

26. The Subcontractor shall furnish all guarantees, bonds, operating instructions, etc., as required by the General Contract and applicable law as it pertains to the Subcontractor's work. If requested by the Contractor the Subcontractor shall furnish to the Contractor an adequate performance and payment bond in term and amount and with surety acceptable to the Contractor. All subcontracts of \$125,000.00 or more for public works projects require the Subcontractor to furnish payment or performance bonds. Changes or modifications in this subcontract shall in no way relieve the surety's liability thereunder. Failure to furnish this bond within seven (7) days after request will be cause for cancellation of this subcontract.

27. If the Subcontractor makes use of the Contractor's hoisting facilities, equipment or scaffolding, he shall pay for this service unless stated herein. Contractor expressly disclaims any warranty in connection therewith and Subcontractor agrees to indemnify, defend, and hold Contractor harmless against any claim or action resulting from the use thereof by Subcontractor, his agents or employees.

28. All claims, disputes and other matters in question arising out of or relating to this Subcontract or the breach thereof shall be decided by final and binding arbitration in St. Cloud, Minnesota in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise, and this agreement to arbitrate and award rendered by the Arbitrator shall be enforceable under the prevailing arbitration law of the State of Minnesota; providing that in the case of a government contract, if the Contractor elects in writing to process a claim of Subcontractor under the disputes provisions of the general contract and does process said claim with reasonable diligence and in good faith, the parties shall be bound conclusively by the administrative determination made, both as to questions of fact and mixed questions of fact and law. During the pendency of any dispute the work shall proceed under the orders of the Contractor. In the event of any dispute over the meaning or application of this Subcontract, it shall be deemed to have been jointly drafted, and shall be interpreted fairly and reasonably and neither more strongly for nor against either party.

29. The Subcontractor shall indemnify, defend, and hold and save the Contractor harmless from any liability including costs and expenses, for or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this Subcontract, including their use by the Owner.

30. The Subcontractor shall not place on the work any equipment of which he is not sole owner unless he obtains written permission from the Contractor.

31. To the fullest extent permitted by law, Subcontractor agrees to indemnify, hold harmless, and defend Contractor, Owner, any other party as required by the prime contract, including the agents, officers, representatives, and employees of these parties from and against liability, claims, damages, causes of action, losses or expenses, including legal expenses and attorney fees, arising out of or in any way related to the subject matter of this Agreement and performance of the work to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Subcontractor, its SubSubcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or any of their officers, employees or agents.

32. In the event of a breach of this contract or any of its provisions by the Subcontractor, resulting in litigation by the Contractor to enforce its rights, the Subcontractor agrees to pay to the Contractor a reasonable fee for its attorney's services, which fee may be recovered in the same suit as a part of the Contractor's cause of action.

33. The Subcontractor shall notify the Contractor of any possible or actual labor jurisdictional disputes and confer with the Contractor prior to taking any action thereunder. The Subcontractor agrees, when directed by the Contractor, to submit disputed work assignments to the properly constituted national board having jurisdiction over the disputing trades.

34. If any provision of the Subcontract, or the Additional Provisions of the Subcontract, or any of the exhibits, is held to be unenforceable, in whole or in part, the unenforceable provision, section, paragraph, or sentence shall be severed from the Subcontract, and the remainder of the Subcontract shall remain in full force and effect.

35. Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Oracle Textura Payment Management (TPM) system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of TPM. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders.

Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of \$3,750. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of \$100 per sub-subcontractor or supplier contract.



## EXHIBIT A SAFETY AGREEMENT

Bradbury Stamm Construction Winkelman LLC, and its subcontractors are obligated to provide a safe workplace. Subcontractors will be responsible for the safety of their own employees.

1. Compliance of the rules and regulations contained in **29 CFR 1926** by all subcontractors is required. Personnel will wear **proper work clothing and proper footwear. No shorts, no sleeveless shirts, and no radios** will be allowed on any Bradbury Stamm Construction Winkelman LLC.

2. **COMPETENT PERSON:** Each Subcontractor who will be doing any excavation/trenching, erecting, working from or disassembling scaffolds will be required to have a competent person on-site at all times.

3. **FALL PROTECTION:** Bradbury Stamm has a detailed fall protection policy for its employees and the employees of subcontractors exposed to fall hazards greater than **6** feet. For subcontractor employees engaged in steel erection, refer to Safety Directive #008 – 00 for full details. All employees must be protected from fall hazards by guardrails, personal protective equipment, nets, or acceptable alternative protection procedures as specified in the subcontractor's site-specific fall protection plan. If any assistance is needed to meet the above requirements, please contact the BSCW Project Superintendent or our corporate office at (505)765-1200.

4. **FIRE PREVENTION:** Bradbury Stamm will provide necessary fire-fighting equipment. Maintaining equipment to ensure that it is operational at all times is a **joint responsibility**. If fire-fighting equipment is used, the job superintendent must be notified so he can have it replaced.

5. **HARD HATS:** Subcontractor shall comply with the requirements of the Subcontractor Passport.

6. **HEALTH AND SANITATION:** Bradbury Stamm will provide toilets. Each subcontractor shall provide potable water for workmen. Bradbury Stamm may provide potable water by mutual agreement only.

7. **INSPECTIONS:** Subcontractor may be subject to unannounced inspections by Bradbury Stamm Safety Team members, other Bradbury Stamm staff members, Bradbury Stamm insurance carrier loss control representatives, OSHA or other entities associated with safety. Subcontractor shall cooperate with all such inspections and shall also immediately correct any hazards identified during such inspections.

8. **RESPONSIBILITY:** Each subcontractor **is completely responsible for their own employees**, including assuring that they are not exposed to hazards even if the hazards are the result of the operations of another subcontractor. Bradbury Stamm reserves the right to take whatever action they deem necessary to remove employees from hazards or eliminate hazards. The subcontractor agrees to take prompt corrective action at their own expense.

9. **MEETINGS:** Subcontractor shall attend all Bradbury Stamm safety meetings in accordance with the Subcontractor Passport.

## EXHIBIT A: SAFETY AGREEMENT

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10. **FIRST AID:** Each subcontractor must ensure adequate first aid supplies are available.

11. **COMMUNICATION. OSHA STANDARD 1926.59:** Subcontractors will comply with the provisions of this standard. Material Safety Data Sheets (MSDS's) for each hazardous chemical/substance the subcontractor will bring to the job and to which any employee on the job may be exposed will be in the subcontractor foreman's or leadman's possession. **Subcontractors are required to have a Hazard Communication Program in place and have all of their personnel trained.** If assistance is needed in establishing a program please contact the BSCW Project Superintendent or our corporate office at (505)765-1200.

12. **SUBCONTRACTOR SAFETY PASSPORT AND PROGRESSIVE DISCIPLINARY PROCESS CONTAINED THEREIN:** Subcontractor agrees that each of its employees will carry a Subcontractor Safety Passport on his or her person at all times on the jobsite and that Bradbury Stamm personnel will have the authority to enforce all provisions of the Subcontractor Safety Passport and the Progressive Disciplinary Process contained therein. Subcontractor shall at all times support and take all action necessary to enable Bradbury Stamm to enforce these provisions.

13. **SAFETY DIRECTIVES:** Subcontractor shall comply with all Bradbury Stamm safety directives.

14. **ASBESTOS:** BSCW makes every effort to have all remediation completed by a qualified asbestos abatement entity before occupying a jobsite. Subcontractor agrees to stop work and notify BSCW if asbestos or asbestos containing materials are encountered. Subcontractor further agrees not to bring any asbestos or asbestos containing materials to BSCW jobsites.

SAMPLE

## EXHIBIT B

### **CADD/Electronic File Transfer Agreement Between General Contract and Subcontract**

Architect of Record and Bradbury Stamm Construction Winkelman LLC (BSCW) are providing electronic files including BIM models and Procore files for your use in the preparation of drawings and to facilitate the construction of the **Meadowview of Johnston** subject to the following terms and conditions:

We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced drawings and specifications.

Data contained on these electronic files are part of our instrument of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of drawings and to facilitate your work for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to Architect of Record and BSCW. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Architect of Record and BSCW, our officers, directors, employees, agents, or subcontractors that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising out of or resulting from your use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic files you receive. In the event a conflict arises between the signed or sealed hard-copy construction documents prepared by Architect of Record and BSCW and the electronic files, the signed or sealed hardcopy construction documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate your work with that of other contractors for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

Under no circumstances shall transfer or delivery of the electronic drawing files or data for use by you be deemed a sale by Architect of Record and BSCW makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Architect of Record and BSCW be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

Files might not contain clarifications that were made by issued Addendums

## EXHIBIT C

### SUBCONTRACTOR INSURANCE REQUIREMENTS

REVISED 8/2020

#### INSURANCE

Before commencing the Subcontract work, and for three years after completion and final acceptance of the work and as a condition of payment, the SUBCONTRACTOR shall purchase and maintain in effect all of the insurance required under the Prime Contract with the OWNER or the insurance with minimum limits of liability and coverage's as stated below, whichever is greater, at the SUBCONTRACTOR's sole expense, that will protect the SUBCONTRACTOR from claims arising out of its operations, or any of its consultants or SUBCONTRACTORS or anyone directly or indirectly employed by any of them or by anyone for whose acts of any of them may be liable.

#### CERTIFICATES OF INSURANCE

The SUBCONTRACTOR shall furnish an ACORD Form 25 Certificate of Insurance, evidencing insurance with conditions and with coverage as specified in this Exhibit "C" including copies of Additional Insured, General Liability waiver of subrogation, Worker's Compensation waiver of subrogation, and Notice of Cancellation endorsements or coverage forms providing this coverage, prior to commencing SUBCONTRACTOR's Work. Description must include the Project name and the subcontract number.

Furnishing certificates of insurance does not, in any way, obligate CONTRACTOR or their agents to approve, evaluate, or notify SUBCONTRACTOR of SUBCONTRACTOR's compliance or non-compliance with terms and conditions as set forth in this Exhibit "C". In no way shall receipt of certificate of insurance negate, reduce, limit or waive CONTRACTOR's right to enforce the terms and conditions of this Exhibit "C". CONTRACTOR shall have the right to examine any policy for compliance under this agreement. Complete and upload to Textura:

BRADBURY STAMM CONSTRUCTION WINKELMAN LLC  
340 Highway 10 South  
St. Cloud, MN 56304

#### SUBCONTRACTOR'S INSURANCE

All policies required in this Agreement are to be written through a company duly entered and authorized to transact that class of insurance in the state in which the work is to be performed. All policies written through private carriers are to be written with insurance carriers with an A.M. Best rating of "A-VII" or better

#### A. WORKERS' COMPENSATION INSURANCE

The SUBCONTRACTOR shall purchase and maintain in effect Workers' Compensation and Employers' Liability with limits not less than \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 policy limit for bodily injury by disease or as required by applicable State Law for all employees to be engaged in work at the site of the Project under this subcontract, and in case of any such work sublet, the SUBCONTRACTOR shall require the SUBSUBCONTRACTOR(s) similarly to provide such insurance. The Insurance shall provide a waiver of subrogation in favor of the CONTRACTOR and, the OWNER, and others indemnified therein. Copy of this endorsement shall be attached to the Certificate of Insurance.

If State Law does not require Employers' Liability Insurance, SUBCONTRACTOR shall purchase and maintain Employers' Liability Insurance either by endorsing their Workers' Compensation Insurance policy or by endorsing their Commercial General Liability policy with a Stop Gap endorsement.

#### B. GENERAL LIABILITY INSURANCE

Unless the Prime agreement with the OWNER requires the SUBCONTRACTOR to obtain different insurance or higher limits of liability, in which case the SUBCONTRACTOR shall comply with the requirements of the Prime Agreement, The

SUBCONTRACTOR shall purchase and maintain in effect an Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01 occurrence form or equivalent for hazards of: (a) Construction Operation, (b) SUBCONTRACTORS and Independent Contractors, (c) Completed Operations. The insurance shall have minimum limits of liability of \$1,000,000 Each Occurrence; \$1,000,000 Personal and Advertising Injury; \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate and shall include:

- (1) Premises/Operations (no separation of insureds or, if applicable, no exclusions for Mold, EFIS or operations within 50 feet of a railroad);
- (2) Contingent Liability for operations performed by SUBCONTRACTORS;
- (3) Explosion, collapse and damage to underground properties (XCU);
- (4) No subsidence exclusions;
- (5) No damage to Work performed by SUBCONTRACTOR exclusion (CG 22 94 or similar)
- (6) Broad Form Property Damage (Including Completed Operations);
- (7) No separate insured exclusion
- (8) Personal injury liability (with contractual exclusions deleted)
- (9) Contractual Liability to insure the Indemnification clause contained in this Agreement. To the extent aligned with the applicable law, no Contractual Liability Exclusions modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar); The SUBCONTRACTOR shall require its insurance company, to the fullest extent permitted by law, name and include the CONTRACTOR and, the OWNER, and others indemnified therein, as Additional Insured under SUBCONTRACTOR's Commercial General Liability insurance policy, including ongoing operations and completed operations with primary/non-contributory coverage. Evidence by endorsement or policy language of additional insured and primary and non-contributory coverage must be provided on forms acceptable to the CONTRACTOR, with the certificate of General Liability Insurance as required by this Exhibit C. Vicarious or imputed forms of Additional Insured endorsements will not be accepted.

The General Liability Additional Insured endorsement(s) shall provide:

1. that any person or organization that Subcontractor is required to add as an Additional Insured under the contract or agreement shall be included as an Additional Insured. The General Liability Additional Insured Endorsement must provide status in favor of required parties including both ONGOING Operations AND COMPLETED Operations, with coverage afforded to the maximum extent permitted by applicable law. Evidence, by endorsement or policy language, of additional insured and primary and non-contributory coverage must be provided with the certificate of insurance for General Liability.
  2. The additional insured endorsement shall not limit the exception to the exclusion for "damage to your work"- coverage shall include coverage for damage to the work itself for completed operations performed by Sub-Subcontractor.
- (10) Pollution - Limited Sudden and Accidental - (this shall provide coverage for bodily injury and property damage arising out of pollutants brought onto the job site by the SUBCONTRACTOR and/or his SUB-SUBCONTRACTOR(s) and the limit of liability shall be \$500,000 with additional minimum limit of \$10,000 for cleanup costs. This coverage may also be met through a separate pollution liability policy.
- (11) General Aggregate Limit Per Project
- (12) If applicable, no exclusion of any kind for "action over" type claims
- (13) If SUBCONTRACTOR is performing exterior insulation finish system (EIFS) or stucco work of any kind, SUBCONTRACTOR must confirm in writing (via a certificate of insurance) that no exclusions exist within its General Liability or Umbrella/Excess Liability insurance programs. Should an EIFS and/or stucco exclusion exist, SUBCONTRACTOR is required to notify CONTRACTOR immediately and before any work has begun on the project so CONTRACTOR can determine an appropriate course of action to secure proper coverage.
- Note: A separate or stand-alone EIFS/Stucco Liability policy (in lieu of coverage within the General Liability) purchased by SUBCONTRACTOR with the same General Liability limits referenced above is acceptable, but such coverage must be specifically referenced on SUBCONTRACTOR'S certificate of insurance before any work by SUBCONTRACTOR is performed.

(14) The SUBCONTRACTOR shall maintain Products-Completed Operations Hazard Insurance and applicable Additional Insured coverage for CONTRACTOR and others as specified in B(h) for three years after Substantial Completion of the entire Work on the Project. The SUBCONTRACTOR shall furnish the CONTRACTOR with evidence of such insurance at final payment and each subsequent year from final payment.

### **C. AUTOMOBILE LIABILITY INSURANCE**

This insurance shall be written on a Business Automobile Policy form, with a combined single limit of liability of \$1,000,000 for Bodily Injury and Property Damage, or with split limits of \$1,000,000 per person/\$1,000,000 per accident bodily injury and \$1,000,000 property damage, and providing coverage on all owned, non-owned and hired automobiles. Coverage shall include Pollution Liability - Broadened Coverage, Contractual liability, and additional insured. If blanket

coverage is not provided for the Additional Insured, the policy shall be specifically endorsed for this project, naming the CONTRACTOR and, the OWNER, and others indemnified therein.

#### **D. UMBRELLA LIABILITY INSURANCE**

This insurance shall provide excess insurance, over and above the Employers' Liability, Commercial General Liability, and Automobile Liability policies on a following form basis, and must be maintained for three years after completion and final acceptance of the work. The limit of liability for this insurance shall be as follows: if the amount of the Subcontract of any tier is (a) for less than \$1,000,000, then the limit shall be \$1,000,000 each occurrence and in the aggregate [if the General Aggregate limit of liability (B(11)) does not apply to each project, the Umbrella limit is required to be written at \$2,000,000 each occurrence and in the aggregate], (b) between \$1,000,000 and \$5,000,000, then the limit shall be \$5,000,000 each occurrence and in the aggregate or (c) over \$5,000,000 then the limit shall be \$10,000,000 per occurrence and in the aggregate. All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy. Higher limits may be required by Contractor or Owner on a project by project basis.

#### **E. CONTRACTOR'S EQUIPMENT AND USE OF CONTRACTOR'S EQUIPMENT**

The SUBCONTRACTOR shall purchase and maintain coverage for SUBCONTRACTOR's equipment, tools, and business personal property (whether owned, rented, or borrowed) that are used or are in connection with the Work. Such insurance purchased by the SUBCONTRACTOR is the only coverage available to the SUBCONTRACTOR. The CONTRACTOR is not responsible for any equipment, tools, or business personal property of any kind that belongs to the SUBCONTRACTOR. If SUBCONTRACTOR shall borrow the CONTRACTOR's owned, leased or rented construction equipment, the SUBCONTRACTOR shall provide insurance on Borrowed CONTRACTOR's Equipment. costs. The SUBCONTRACTOR shall be responsible for any and all extra expenses including loss of use, arising out of damage to the equipment caused by the operation; maintenance or use of said equipment, including any deductible to which the insurance may be subject.

If SUBCONTRACTOR requests and receives permission from the CONTRACTOR to use CONTRACTOR's equipment, the SUBCONTRACTOR shall designate a work site supervisor and competent person trained in the use of such equipment who shall inspect the equipment to assure that it is in good order and repair, is in all respects suitable and proper for the purposes for which it is to be used and in full compliance with all applicable state and federal safety laws, ordinances, rules and regulations. While the equipment is being used by the SUBCONTRACTOR, the SUBCONTRACTOR shall take all actions necessary to ensure that the equipment continues to be in safe and secure condition and fully in accordance with all of the above-mentioned safety requirements.

The use of CONTRACTOR's equipment is not assignable by the SUBCONTRACTOR, nor shall the CONTRACTOR's equipment be sublet to or used by or subjected to the control of any person other than the SUBCONTRACTOR. The CONTRACTOR's equipment shall not be removed from the jobsite or used for any purpose other than that for which the SUBCONTRACTOR received the CONTRACTOR's permission. The SUBCONTRACTOR shall be responsible for any and all damage to the CONTRACTOR's equipment and for any extra expense arising there from, including loss of use, caused by or arising out of the operation, maintenance or use of the equipment by the SUBCONTRACTOR.

#### **F. IF APPLICABLE, INSTALLATION FLOATER (APPLICABLE WHEN REQUIRED BY CONTRACTOR OR OWNER OR NOT COVERED UNDER THE BUILDERS RISK POLICY)**

This insurance must provide coverage against Special Causes of Loss while the materials and/or equipment are being stored or transported. The Installation Floater shall also provide coverage for the portion of the work to be constructed, installed, altered, or repaired by Subcontractor. The CONTRACTOR and OWNER must be included as Loss Payees. The limit of liability shall not be less than the total value of all materials and/or equipment for all projects with the CONTRACTOR for which payment has been requested.

#### **G. IF APPLICABLE, PROFESSIONAL LIABILITY INSURANCE (ONLY APPLICABLE TO SUBCONTRACTORS REQUIRED TO USE PROFESSIONAL SERVICES OF ANY KIND TO COMPLETE THEIR WORK AND ALL DESIGN BUILD SUBCONTRACTORS)**

**The SUBCONTRACTOR shall provide the CONTRACTOR with proof of Professional Liability Insurance in the form of a certificate of insurance, evidencing coverage for claims for damages resulting from or arising out of any professional services provided by the SUBCONTRACTOR in any way.**

The policy shall be written with a limit of liability as required in the Prime Contract but in no event for less than \$1,000,000 for each claim and shall be continued in force for the applicable State Statute of Limitations and/or Repose in which the Work was located after Substantial Completion of the Work of the entire Project. Deductibles shall not exceed \$25,000.

If the SUBCONTRACTOR sublets his professional services to an outside firm, the SUBCONTRACTOR shall also require the outside Architect/Engineer to procure and maintain insurance in like form and limits, as set forth above or as stated the Prime Contract, whichever requires the greater coverage or limits of liability, and provide a certificate of insurance, evidencing such coverage.

**H. IF APPLICABLE, POLLUTION LIABILITY INSURANCE (ONLY APPLICABLE IS ENGAGED FOR ENVIRONMENTAL ABATEMENT OR REMEDIATION WORK, OR IF CONTRACTOR'S WORK WILL INVOLVE THE USE, TREATMENT, STORAGE, REMOVAL OR TRANSPORT OF HAZARDOUS MATERIAL AT TO OR FROM THE PROJECT SITE)**

SUBCONTRACTORS must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in the Subcontract. The policy shall be written with a limit of liability as required in the Prime Contract but in no event for less than \$1,000,000 each occurrence and aggregate with maximum deductible of \$25,000 to be paid by the SUBCONTRACTOR.

Additionally, the Pollution Liability Insurance policy shall name CONTRACTOR and all other parties as required under the Prime Contract as Additional Insureds.

**Unless otherwise determined acceptable by CONTRACTOR, the policy shall cover the liability of the SUBCONTRACTOR during the process of construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold or asbestos. The policy shall also include defense and clean-up costs. The Subcontractor and Sub-Subcontractor shall maintain pollution liability coverage for three years following completion of the project and final acceptance of work by Owner. Should mold coverage be required and be provided by a claims-made form, the coverage shall be maintained annually, following completion, for the applicable statute of repose.**

**I. If applicable, Riggers Liability Required:**

If the scope involves the rigging, hoisting, lowering, raising or moving of property or equipment belonging to others and Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment

**J. Waiver of Subrogation**

All insurance coverages maintained by Subcontractor shall include a waiver of any right of subrogation of the insurers thereunder in favor of Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). Subcontractor further waives all claims and all rights of subrogation against Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of, or damage to, Subcontractor's Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Subcontractor. If any of the Additional Insureds is partially or wholly self insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

**K. Additional Insureds:** Coverage shall be primary and non-contributory to any insurance maintained by Additional Insured and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Subcontractor. The following insurance policies shall name 1) Contractor 2) Owner 3) Any other person or organization as required by the Prime contract or this Agreement as Additional Insured:

- (1) Commercial General Liability
- (2) Commercial Auto Liability
- (3) Commercial Umbrella Liability
- (4) Pollution Liability (if applicable)

**L. Builders Risk Coverage:** It is the responsibility of the Subcontractor to inquire about Builders' Risk coverage

**M. Other Provisions:**

- (1) The SUBCONTRACTOR's insurance policies shall be endorsed to provide the CONTRACTOR with a 30-day Notice of Cancellation for reasons other than nonpayment of premium, and a 10 day Notice of Cancellation for the reason of nonpayment of premium. Such endorsements shall be attached to the Certificate of Insurance. If any insurer does not make available such endorsement(s), as an alternative, SUBCONTRACTOR's insurance agent or broker shall provide a written statement that the agent or broker will endeavor to provide the required Notices of Cancellation. Acceptance of such alternative notice is subject to the sole discretion of the CONTRACTOR.
- (2) No liability policies shall contain a Self-Insured Retention (SIR) or Deductible greater than \$25,000 per claim/occurrence, or \$25,000 in aggregate. The SUBCONTRACTOR's General Liability policy shall be amended to exempt the Additional Insured coverage from the SIR or Deductible requirements, or expressly allow payments by the Additional Insured to satisfy the named insured's SIR or Deductible amount.
- (3) Maintenance of the foregoing insurance coverage shall in no way be interpreted as relieving the SUBCONTRACTOR of any responsibility hereunder, and the SUBCONTRACTOR may secure, at his own expense, such additional insurance as SUBCONTRACTOR deemed necessary or appropriate.
- (4) The SUBCONTRACTOR shall be responsible for procuring all policies of insurance consistent with the insurance requirements provided in this agreement. All coverage as required above may be met through the use of primary and excess policies so long as the total amount of insurance coverage provided is equal to or greater than the amount specified in this agreement.
- (5) Approval, disapproval or failure to act by the CONTRACTOR or their agents regarding any insurance required of the SUBCONTRACTOR shall not relieve SUBCONTRACTOR of full responsibility for its obligations under this Subcontract, and the bankruptcy, insolvency or denial of coverage by the insurance company shall not exonerate the SUBCONTRACTOR from liability. In the event any Insurer issues a reservation of rights for CONTRACTOR as an Additional Insured, CONTRACTOR shall be entitled to employ independent counsel at SUBCONTRACTOR's expense.
- (6) No special payments shall be made by CONTRACTOR for any insurance that the SUBCONTRACTOR may be required to carry; SUBCONTRACTOR agrees that all costs of insurance are included in the Subcontract price and in the Subcontract unit prices.
- (7) Except for Professional Liability Insurance all liability policies must be an occurrence form, claims-made policies are not acceptable.
- (8) If the SUBCONTRACTOR fails to procure and maintain in force the insurance required by this agreement, the CONTRACTOR shall have the right, but not the obligation, to obtain such insurance and the SUBCONTRACTOR shall pay the cost thereof or the cost thereof may be deducted from amounts otherwise due from CONTRACTOR to SUBCONTRACTOR, and SUBCONTRACTOR shall provide all necessary information to effect such insurance.
- (9) Failure to procure and maintain the insurance requirements as set forth in this Agreement will constitute a breach of Agreement, and SUBCONTRACTOR shall be liable to CONTRACTOR for all damages, losses, costs, attorneys' fees and other expenses incurred by the CONTRACTOR resulting from such breach.
- (10) The SUBCONTRACTOR shall require all SUB-SUBCONTRACTORS to procure and maintain insurance of the same types, limits of liability and terms as this Agreement requires of SUBCONTRACTOR, including the additional insured and waiver of subrogation requirements as set forth in this Agreement.

Revised 08/2020









## EXHIBIT E

### SITE MAINTENANCE BY TRADE AGREEMENT

Maintaining a reasonably clean site during construction is a major concern and safety issue on this project, in particular, since there are current occupants near the construction. Article 22 of the Subcontract Agreement and any specific requirements of the Contract Documents will be strictly enforced. Please note that we will exercise our right to complete any required clean-up, should it become necessary, and charge the costs to the appropriate subcontractor(s).

SAMPLE



# ORACLE® Textura Payment Management

## Subcontractor Direct Financing – General Contractor

**Textura Payment Management (TPM) will be used on this project** to facilitate a transparent process that should protect you and serve our clients. The reasons we use Textura:

- Faster payment
- Transparency in status of deliverables,
- Better communication of current draws
- Electronic transfer of funds
- Better/more rapid documentation to our owners of lien waivers
- More efficient and accurate development of pay applications  
= faster payment from our owners.

### **What will happen from here:**

1. PLEASE RETURN YOUR SIGNED CONTRACT
2. Your company will then be set up in TPM (if you are not already a user) and linked to the project
3. You will receive an e-mail inviting you to complete the set up in TPM
  - a. Please provide immediate compliance items: insurance certificates, supplier/subcontractor lists/other required items
4. Once you have completed billable activities on the project, our Project Manager will invite you to a draw to submit a bill through TPM
  - a. Please bill **TIMELY**, the draw will be closed when we must submit our bill to the owner
5. Our Project Manager will accept your bill
6. When we are paid by the owner, your payment will be authorized within 7 days
  - a. If you are compliant your funds will be deposited by ACH into your account
  - b. If you are not compliant, your payment will be put on hold until corrected.

You may go into TPM at any time and confirm if you are missing any compliance items that could hold up payment – ***our goal is for all items to be resolved so we can pay you timely!***

### **What is Textura Payment Management (TPM)?**

Oracle Textura Payment Management (TPM) is an Internet-based construction invoicing and payment solution. You can electronically sign and submit your pay application including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In the addition, TPM facilitates submission and tracking of compliance documents and sub-tier lien waivers. In short, Oracle has revolutionized the construction payment process.

### **Know What is Happening, When It Happens**

- TPM offers complete visibility throughout the draw process and notifies users of critical events.
- Receive real-time notifications when a draw is opened, change issued, payment disbursed, etc.
- Receive e-mail reminders to update insurance certificates and notification of non-compliance.
- Project documents created in or uploaded to the system are available for viewing, printing or downloading.

**Support representatives are available at 866-TEXTURA (866-839-8872). [www.texturacorp.com](http://www.texturacorp.com)**

There is both a fee paid by us as well as you for the use of the system. Your current fee for this project is 0.22% of contract value with a maximum fee of \$3,750.

IF YOU HAVE SIGNIFICANT SUPPLIERS/SUBTIERS, PLEASE CONSIDER HAVING THEM SET UP IN THE SYSTEM TO FACILITATE FASTER PAYMENT. THEIR FEE IS ONLY \$100.

SAMPLE

**TO:** All Material Suppliers  
**DATE:**  
**SUBJECT:** Material Contract Package  
**PROJECT #:** W24XX  
**RE:** (PROJECT NAME)

We transmit herewith the following documents for your review, comment, execution, and return where applicable.

- **Material contract** for construction of the referenced. Please sign and return to us as soon as possible this may be electronic or hard copy format. If you return two (2) hard copies we will return one (1) to you for your records. Please be sure to include all pertinent information requested on the contract.
  - Exhibit A Safety Agreement
  - Exhibit B CADD/Electronic File Transfer & User Agreement
  - Exhibit C Insurance Requirements for this project. We must have an insurance certificate for each individual material contract on file prior to the commencement of work by the subcontractor.
  - Exhibit D Schedule of Drawings, Addendum, and Specification Manuals.
- **Textura-CPM** Information for Payment Processing.

If it has been more than one year since last working with Bradbury Stamm Construction INC., Subcontractor must email a W-9 Request for Taxpayer Identification Number and Certification form. This form can be found at the following URL:

<https://www.irs.gov/forms-pubs/about-form-w-9>

The term "Contract Documents" refers to: Drawings, specifications, addenda, supplemental instruction, and/or Project Manuals labeled "**Project Name**".

This enclosure and the items listed above are considered an integral part of your material contract. Please advise us immediately, if you do not have copies of any of these documents.

Suppliers are responsible for the review of all contract documents for complete compliance with all requirements. Revisions to contracts due to failure to review the documents, omissions, errors, and/or unapproved substitutions will not be entertained. In addition, we **must** be advised of any changes that impact your contract amount within **twenty (20) days** of the occurrence of the event giving rise to such claim. Revisions to contracts will only be made through approved and fully executed change orders prepared by (BSCW)

A preliminary project schedule will be prepared, and a copy posted in the site office for review by subcontractors and suppliers. Schedules are subject to frequent revision for various reasons and it may not be practical to issue separate copies of the schedule to all of our subcontractors or suppliers. Each supplier will be responsible for familiarizing themselves with the schedule and the progress of the work and to arrange their material orders and deliveries accordingly. Claims for delay and/or requests for extensions of time must be properly documented and formally submitted for approval to the project superintendent and our main office.

Submittal documentation, including, but not necessarily limited to, manufacturer's data, samples, and/or shop drawings are due in our office no later than 5days after acceptance of this contract. Project Close Out materials, including, but not necessarily limited to, letters of warranty, maintenance manuals, operations manuals and any specific requirements of the

contract documents for your particular area of work, are due in our office no later than thirty (30) days after receipt of approved submittals by the subcontractor. We will also require a detailed shipping schedule at that time for all materials and/or equipment. Surplus materials, required by the contract documents, are to be delivered to the project superintendent upon completion of work. PLEASE NOTE that failure to comply with these requirements will result in the retention of funds by Bradbury Stamm Construction Winkelman LLC.

The delivery and storage of materials on site will be limited to specified areas, as determined by the project superintendent, and must be approved by him prior to delivery. The superintendent will require a minimum of forty-eight hours advance notification prior to delivery of materials. Delivery personnel must comply with all site safety requirements, including safety attire. BSC will not accept any responsibility for errors in quantities or condition of the contents.

Questions or requests for information concerning this project will be submitted through Bradbury Stamm Construction, Inc. via the project superintendent, field engineer, or our main office. Please refrain from direct communication with the project architect, project owner, and /or their agents without the prior consent of the project superintendent, field engineer, or the project manager. This is for your protection as well as ours.

We look forward to a successful project. Should you have any questions or concerns on these matters, please do not hesitate to call.

Very truly yours,

**BRADBURY STAMM CONSTRUCTION WINKELMAN LLC**

SAMPLE



340 Highway 10 South  
 St. Cloud, Minnesota 56304  
 Telephone (320) 253-2411 Fax (320) 253-2324

**MATERIAL CONTRACT NO.: W24XX-xx.xxxx-x**

THIS AGREEMENT, made and entered into this 30th day of September, 2020, by and between **(MATERIAL CONTRACTOR NAME)** doing business as **same** with principal office at **(MATERIAL CONTRACTOR ADDRESS)** hereinafter called the Vendor, and BRADBURY STAMM CONSTRUCTION WINKELMAN LLC, hereinafter called the Contractor, WITNESSETH:

That the Vendor and the Contractor, in consideration of the mutual covenants herein contained, hereby agree as follows:

SECTION 1. The Vendor agrees to furnish all materials as described in Section 3 hereof for the construction of **(PROJECT NAME)** located at **(PROJECT LOCATION)** for **(OWNER NAME AND ADDRESS)** hereinafter called the Owner in accordance with all conditions of the Plans, Specifications, General and Special Conditions, and the General Contract between the Owner and the Contractor.

SECTION 2. The "ADDITIONAL PROVISIONS OF MATERIAL CONTRACT" provisions set forth upon pages 3 and 4 hereof, are hereby incorporated into and made a part of this contract.

SECTION 3. The Vendor and the Contractor agree that the materials to be furnished by the Vendor are:

SUB JOB	DESCRIPTION	AMOUNT
<u>Inclusion:</u>	Specifications: Detailed Description of materials to be supplied.	
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$ xxx,xxx.xx</b>

SECTION 4. The Vendor agrees that all prices are delivered to jobsite unloaded with copies of signed delivery tickets unless Contractor requests, upon notice of arrival, delivery to a warehouse or storage point within the same county, which shall be done at no increase in price to the Contractor. This does not apply to F.O.B. Rail Car shipments.

ALL INVOICES FOR PAYMENT OF THESE MATERIALS WILL BE INVOICED TO JOB NO.: **W24XX** ONLY. INVOICES NOT SUBSTANTIATED WITH DELIVERY TICKETS WILL NOT BE HONORED.

All items shall be consigned to the Contractor, and invoices in duplicate shall be forwarded to the Contractor's main office 340 Highway 10 S. St Cloud, MN 56304. All invoices and shipments shall be plainly marked with the job name and Contractor's Material Contract Number. If the Contractor purchases any type of additional materials for this contract, all invoices for these materials shall be plainly marked "Addition to Contract". All invoices not marked thus will be assumed as a part of this contract.

SECTION 5. The Vendor agrees: To make delivery of all items listed above **AS DIRECTED BY THE GENERAL CONTRACTOR SO AS NOT TO DELAY THE START, PROGRESS, OR COMPLETION OF ANY PART OF THE WORK** or per attached schedule, allowing ten (10) days after Contractor's receipt of shop drawings or submittals for Contractor to submit same to Owner, obtain approval and return to Vendor. Shop drawings or submittals in **legible electronic copies plus 2 physical samples when requested** shall be received by Contractor **5 after receipt of this contract** or per schedule, to insure Vendor's ability and intention to comply with requested delivery dates. The Vendor further agrees that if submittals are not made by the designated dates, the Contractor may cancel this contract because of nonperformance by the Vendor and obtain relief as stated in Section 6 of Additional Provisions on reverse side hereof. **BRADBURY STAMM UTILIZES ELECTRONIC COMMUNICATION VIA EMAIL AND PROCORE FOR DISTRIBUTION OF PROJECT RELATED INFORMATION AND ANY NOTICES. IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO MAINTAIN ACCESS AND STAY ABREAST OF STATUS OF THE PROJECT AND THEIR WORK.**

If deliveries are not made by the specified delivery dates, plus any extensions in accordance with Article 10 on reverse side hereof, the Vendor agrees to pay the Contractor, as liquidated damages, and not as a penalty the sum of **NOT SPECIFIED** per day for each calendar days delay in delivery, it being agreed between the parties hereunto that it would be impracticable or extremely difficult to fix the actual damage. In addition, the Vendor shall provide the Contractor with all necessary information to allow the Contractor to

request an extension of time from the Owner as allowed by the General Contract. An extension of time by the Owner, however, does not relieve the Vendor of the obligation to pay the specified liquidated damages.

SECTION 6. IN CONSIDERATION WHEREOF, the Contractor agrees to pay the Vendor for the full and faithful performance of this Contract, subject to additions and deductions for changes as may be agreed upon, the sum of **(CONTRACT VLAUE IN WORDS) (\$XXX,XXX.XX)** including applicable sales, use "and/or" gross receipts. Payments will be made on or about the Twentieth (20th) day of the month for acceptable materials received the previous month upon receipt of statements by the **Twentieth (20<sup>th</sup>)** day of the previous month with terms of **NET THIRTY (30) UNLESS A DISCOUNT IS ALLOWED OR WAS QUOTED**. If terms are not given, payment will be made within three (3) days after the Contractor receives payment from the Owner for the materials involved. Retainages in accordance with the terms of the General Contract will not be withheld from payments. No payments will be made if the materials are not satisfactory to both the Owner or his representatives and the Contractor. Payment shall not be construed to indicate acceptance of materials that are found to be defective or improper in any way.

SECTION 7. Attachments/Exhibits – Subcontractor and Contractor hereby agree to the covenants representations, warranties, covenants, provisions and the terms of the following items, made part of this contract agreement and which the parties hereto have reviewed in their entirety.

Attachment/Exhibit	Name of Attachment/Exhibit	Initials of Subcontractor indicating receipt and acceptance of terms thereof
Page 3 & 4	Additional Provisions of Material Contract	Acceptance: _____
Exhibit A	Safety Agreement	Acceptance: _____
Exhibit B	CADD/Electronic File Transfer/Use Agreement	Acceptance: _____
Exhibit C	Certificates of Insurance	Acceptance: _____
Exhibit D	Schedule of Drawings, Addendum & Specification Manual	Acceptance: _____

The Definitions given to the terms defined in the Subcontract, shall be the definitions for the capitalized terms in each of the above Exhibits and Attachments unless such term is otherwise defined therein.

IN WITNESS WHEREOF the parties hereto have executed this agreement for themselves, their heirs, executors, successors, administrators, and assigns, on the day and year first above written.

VENDOR

CONTRACTOR

**(MATERIAL SUPPLIER NAME)**

Bradbury Stamm Construction Winkelman LLC

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Federal Tax Identification and State Tax Identification Number  
 \_\_\_\_\_

VENDOR SHALL SIGN AND RETURN THROUGH ELECTRONIC FORMAT OR RETURN TWO SIGNED COPIES OF THIS CONTRACT TO THE CONTRACTOR AS AN ACKNOWLEDGMENT, AND ONE COPY WILL THEN BE RETURNED SIGNED BY THE CONTRACTOR. IF ALREADY SIGNED BY THE CONTRACTOR, RETURN ONE COPY SIGNED AS REQUIRED.

**BY SIGNING THIS CONTRACT, ALL EXHIBITS CONTAINED HEREIN ARE PART OF THE CONTRACT AGREEMENT.**

*Revised 11/2017*

## ADDITIONAL PROVISIONS OF MATERIAL CONTRACT

### THE VENDOR AND CONTRACTOR AGREE THAT THE FOLLOWING PROVISIONS SHALL BE A PART OF THEIR CONTRACT.

Revised 11/2017

1. The phrase "General Contract" (a copy of which is on file at the office of the Contractor and is available for inspection at all times) shall be deemed to mean the contract between the Contractor and the Owner with reference to the work described in Section 1 of this Contract, together with all the provisions, general conditions, plans, drawings, specifications and all addenda which are made part thereof or referred to therein.

2. A copy of all Contract Documents including Plans and Specifications is on file at the Contractor's office, and will be made available for inspection by the Vendor. Furthermore, the Contractor will provide the Vendor with one (1) set of such Plans and Specifications or any part thereof at no cost to the Vendor, if such documents are furnished to the Contractor in sufficient numbers. The Vendor understands that these Plans and Specifications will be distributed in order of application therefore. If such free copies of Plans and Specifications are not available, the Contractor will furnish one (1) or more sets or any part thereof to the Vendor for the cost of these documents to the Contractor.

3. Insofar as the provisions of the General Contract, do not conflict with specific provisions herein contained, they and each of them are hereby incorporated into this material contract as fully as if completely rewritten herein. The Vendor agrees that he will so perform this agreement as not to violate any term, covenant, or condition of said General Contract. The relationship of the Vendor hereunder towards the Contractor shall be the same as that of the Contractor towards the Owner under said General Contract and the relationship of the Contractor hereunder to the Vendor shall be the same as that of the Owner towards the Contractor under said General Contract.

4. The Vendor agrees that prior to submitting his proposal and acceptance of this purchase order for the materials hereby covered that he had examined all Plans, Specifications, Addenda and other documents comprising the General Contract and that his proposal reflects all requirements as to quantity, quality, cost, construction methods and other requirements of the General Contract as they pertain to these materials. The Vendor, therefore, agrees that his bid is in no way qualified, unless specifically stated herein, and that the materials will be furnished as required by the General Contract to the Owner or his representatives' satisfaction.

5. The Vendor assumes full responsibility for obtaining formal approval of the materials covered herein by submission of required data through the Contractor. Approval of Shop Drawings and other submittals by the General Contractor or Owner shall indicate only that the general method of construction and detailing is satisfactory, and it is understood and agreed that the Vendor shall be fully responsible and liable for performance of the work in strict accordance with the Plans, Specifications, terms and conditions of the General Contract. It is further understood and agreed that approval of erroneous shop drawings does not relieve the Vendor of the responsibility for rectifying such mistakes, providing proper quantities and correct performance of the contract as herein above provided at no additional cost to the Owner or Contractor.

6. If the vendor cannot obtain approval of his proposed materials within the required time to make deliveries as required, he shall obtain from other sources materials that will satisfy the requirements of the General Contract at no additional cost to the Owner or Contractor. Delays because of non-approval shall not release the Vendor from responsibility for providing acceptable materials by stipulated delivery dates. If, because of non-approval, it becomes apparent that the Vendor cannot meet delivery dates and the Contractor believes that Vendor is not taking necessary steps to obtain acceptable materials elsewhere, the Contractor may cancel the contract and obtain relief under Section 7 hereof.

7. If the Contractor cancels this contract for reasons stated elsewhere in the Additional Provisions or on face of contract, the Contractor will obtain the materials from a source of the Contractor's choice, and the Vendor shall be liable for any increased costs that the Contractor incurs. These increased costs shall include costs because of delays in receipt of materials, as well as actual excess of purchase price.

8. The right is reserved by the Contractor to require changes in, deviations from, additions to, and omissions from the material herein contracted, and the contract price shall be adjusted accordingly. Before proceeding with any change, deviation, addition or omission, the Vendor will first obtain written authorization from the Contractor, which authorization will state the amount by which the contract will be adjusted if any. The Vendor shall have no dealings with the Owner or his authorized representatives in regard to changes, extras or omissions in connection with this work, but must deal only with the Contractor, unless specifically authorized to deal directly with the Owner or his representatives.

9. If the Vendor has submitted a written proposal, the conditions of the proposal are a part of this contract, insofar as such conditions do not conflict with the terms of this contract or the General Contract. In instances of a conflict, the terms and conditions of this Contract and the General Contract shall govern and take precedence over any and all proposals, correspondence and oral agreements made prior to this date.

10. The Vendor will not be held responsible for delays due to Acts of God, labor disputes, lockouts, fires, accidents, floods, delays of carriers or failure of Owner's or Contractor's representative to act on submittals within the time herein provided. If additional time is required by Vendor due to additional materials being required by Contractor or changes being made by Owner or Architect, the Vendor shall notify the Contractor accordingly. An extension of time beyond the delivery dates requested will be granted, provided the Contractor is granted the same time extension by the Owner. The Vendor shall notify the Contractor within seven days

after any act occurs that could be a basis for a request for a time extension and shall keep the Contractor informed as to when delivery may be expected. Any delays of notification beyond the seven days shall not be justification for time increases.

11. All materials are subject to Contractor's and/or Owner's inspection and approval. Any rejected material will be held at Vendor's risk and expense. Replacements of rejected materials shall be made at Contractor's request, and Vendor shall be held to original delivery dates for all replaced material.

12. The Vendor shall assume all liability which may arise under patent laws and on account of use or sale of any item furnished hereunder and agrees to indemnify and save harmless the Contractor from all claims arising out of any infringement of patents in the use of article or articles covered by this Contract and to defend at the Vendor's expense any and all suits or actions based on such claims.

13. Discounts will be based on the gross amount of the invoice, unless specifically provided otherwise; and discount period will be calculated from the date materials are received and inspected or from date an acceptable invoice is received, whichever is later.

14. No agreement or other understanding in any way modifying the conditions of this Contract will be binding upon the Contractor unless made in writing and signed by the Contractor's authorized representative.

15. All materials and packages must be clearly marked with order number, destination and contain a packing list enumerating contents. If the packing list is not included, the Contractor's count will be accepted as final and conclusive. On packaging which is impractical to open and to count at the time of receipt, the Contractor may check at a later time and make claim at that time for shortages or broken items.

16. The Vendor shall promptly amend and make good any defective materials during construction and guaranty periods to the entire approval and acceptance of the Owner and/or Architect or their authorized representatives. Should the Vendor refuse or neglect to proceed at once with the correction of rejected or defective materials after receiving notice to do so, it is agreed that the Contractor shall have the right and power to have the defects remedied or changes made at the expense of the Vendor, and the Vendor agrees to pay to the Contractor on demand any and all loss and/or expense paid or incurred by the Contractor in remedying such defects and/or making such changes, together with interest thereon at the rate of eight percent per annum until paid, or during the construction period the Contractor may withhold these amounts from any payments due the Vendor.

17. The Contractor's failure to demand strict compliance with the terms of this Contract shall not be construed as a waiver of any terms of the Contract nor shall it prohibit the Contractor from insisting on strict enforcement at a later date.

18. The Vendor shall furnish only materials that are in accordance with the approvals or shop drawings submitted to the Architect or Owner and shall not deviate from the approved items without written consent of the Contractor.

19. The Vendor shall not assign this Contract without written consent of the Contractor. This does not prohibit the Vendor from purchasing any or all of these materials from other parties, but the Vendor does agree to extend the terms of this Material Contract to all of his suppliers insofar as it is applicable. The Vendor shall not assign any funds accrued or to be accrued under this contract without written consent of the Contractor.

20. The Laws of the State of Minnesota shall govern the rights of all parties hereto.

21. All work and materials furnished hereunder shall comply in every respect with all Federal and State laws, municipal codes, ordinances and regulations.

22. The Contractor shall have full and free access to all shops, offices and places of business of the Vendor or his suppliers, so that the Contractor may ascertain the exact status of this Contract. The Contractor shall have the right to investigate any probable or actual delays in the general progress of the work and to expedite the progress at the Vendor's expense.

23. The Vendor agrees that all payments received for these materials will be used first and primarily to satisfy any obligations incurred by the Vendor in supplying these materials. The terms of payment provided herein shall not make it incumbent on the Contractor to make payments that will not leave a sufficient balance to cover the materials yet to be furnished on this Contract. The Vendor further agrees for himself and others furnishing materials hereunder who accept the terms of this contract to waive the right to maintain any Mechanic's or other liens on account of materials furnished hereunder if payment is made to Vendor. In addition, Vendor shall, if required, deliver releases of liens satisfactory to the Contractor. Contractor may issue joint checks to Vendor and Vendor's suppliers at any time to insure payment is used to satisfy Vendor's obligations on this contract.

24. If this material contract is for transit-mix concrete, this provision shall apply: The Vendor agrees to make deliveries in the quantity and at the time agreed to when the delivery order is accepted and that all costs to the Contractor because of delayed deliveries will be charged to the Vendor's account. The Vendor further agrees to accept all cost incurred by the Contractor because of concrete found to be not in accordance with the specifications. These costs shall include all direct removal and replacement costs and any lost time costs incurred by the Contractor. The Vendor shall ascertain the Contractor's method of making, curing and breaking test cylinders; and if unsatisfactory, notify the Contractor in writing and state what procedures must be followed to have acceptable methods of cylinder testing. If Vendor does not object to Contractor's testing procedures, the Vendor agrees to accept the results obtained by the Contractor. The Vendor shall maintain full responsibility of Vendor's equipment and the Contractor will not be responsible

ADDITIONAL PROVISIONS OF MATERIAL CONTRACT

THE VENDOR AND CONTRACTOR AGREE THAT THE FOLLOWING PROVISIONS SHALL BE A PART OF THEIR CONTRACT.

Revised 11/2017

for any damages to equipment while in process of unloading or during entrance to or exit from unloading areas, unless caused by the Contractor's negligence.

25. The Vendor agrees to accept exclusive liability for the payment of any payroll taxes or contributions for Unemployment Insurance, Old Age Pensions, Annuities or any other Federal or State Tax measured by the wages, salaries or other remunerations paid to the employee of the Vendor.

26. If at any time any controversy shall arise between the Contractor and the Vendor with regard to any matter or thing involved in this Material Contract, or as to the construction of any part hereof, and which the parties do not promptly adjust or determine, or which the Owner or his authorized representative cannot decide to the satisfaction of both parties hereto, then the written orders of the Contractor shall be followed and said controversy shall be decided by arbitration at the end of the work and before final settlement is made between the Contractor and Vendor. The method of appointing the arbitrator and proceeding with the arbitrations shall be the same as provided in the General Contract between the Owner and the Contractor where that contract provided for arbitration; otherwise, according to the method provided in the latest Edition A.I.A. Document A-201, General Conditions of the Contract for Construction. No dispute shall interfere with the progress of the general construction, and necessary work shall proceed under the direction of the Contractor.

27. In the event of a breach of this contract or any of its provisions by the Vendor, resulting in litigation by the Contractor to enforce its rights, the Vendor agrees to pay to the Contractor a reasonable fee for its attorney's services, which fee may be recovered in the same suit as a part of the Contractor's cause of action.

28. If this material contract is signed on behalf of the Vendor by an agent or other representative, such agent or other representative by his signature as such guarantees the Vendor's performance of the Vendor's obligation hereunder.

29. The Vendor, his agents or representatives will immediately when entering any of the Contractor's job sites, yard or shops notify the Contractor's superintendent or foreman of their presence, will comply with all directions given them by the Contractor's superintendent or foreman, and will comply with all applicable Federal and State safety laws.

30. To the fullest extent permitted by law, Vendor agrees to indemnify, hold harmless, insure and defend Contractor and any other party as required by the prime contract, including the agents, officers, representatives, and employees of these parties from and against liability, claims, damages, causes of action, losses or expenses, including legal expenses and attorney fees, arising out of or in any way related to the subject matter of this Agreement and performance of the work to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the Vendor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or any of their officers, employees or agents.

31. Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura® CPM payment management system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura CPM payment management system. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.18% (18 basis points) of contract value, with a minimum fee of \$100 and a maximum fee of \$2,500. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of \$50 per sub-subcontractor or supplier contract.

Revised 11/2017

## EXHIBIT A SAFETY AGREEMENT

Bradbury Stamm Construction Winkelman LLC, and its subcontractors are obligated to provide a safe workplace. Subcontractors will be responsible for the safety of their own employees.

1. Compliance of the rules and regulations contained in 29 CFR 1926 by all subcontractors is required. Personnel will wear proper work clothing and proper footwear. No shorts, no sleeveless shirts, and no radios will be allowed on any Bradbury Stamm Construction Winkelman LLC.

2. **COMPETENT PERSON:** Each Subcontractor who will be doing any excavation/trenching, erecting, working from or disassembling scaffolds will be required to have a competent person on-site at all times.

3. **FALL PROTECTION:** Bradbury Stamm has a detailed fall protection policy for its employees and the employees of subcontractors exposed to fall hazards greater than 6 feet. For subcontractor employees engaged in steel erection, refer to Safety Directive #008 – 00 for full details. All employees must be protected from fall hazards by guardrails, personal protective equipment, nets, or acceptable alternative protection procedures as specified in the subcontractor's site-specific fall protection plan. If any assistance is needed to meet the above requirements, please contact the BSCW Project Superintendent or our corporate office at (505)765-1200.

4. **FIRE PREVENTION:** Bradbury Stamm will provide necessary fire-fighting equipment. Maintaining equipment to ensure that it is operational at all times is a joint responsibility. If fire-fighting equipment is used, the job superintendent must be notified so he can have it replaced.

5. **HARD HATS:** Subcontractor shall comply with the requirements of the Subcontractor Passport.

6. **HEALTH AND SANITATION:** Bradbury Stamm will provide toilets. Each subcontractor shall provide potable water for workmen. Bradbury Stamm may provide potable water by mutual agreement only.

7. **INSPECTIONS:** Subcontractor may be subject to unannounced inspections by Bradbury Stamm Safety Team members, other Bradbury Stamm staff members, Bradbury Stamm insurance carrier loss control representatives, OSHA or other entities associated with safety. Subcontractor shall cooperate with all such inspections and shall also immediately correct any hazards identified during such inspections.

8. **RESPONSIBILITY:** Each subcontractor is completely responsible for their own employees, including assuring that they are not exposed to hazards even if the hazards are the result of the operations of another subcontractor. Bradbury Stamm reserves the right to take whatever action they deem necessary to remove employees from hazards or eliminate hazards. The subcontractor agrees to take prompt corrective action at their own expense.

9. **MEETINGS:** Subcontractor shall attend all Bradbury Stamm safety meetings in accordance with the Subcontractor Passport.

10. **FIRST AID:** Each subcontractor must ensure adequate first aid supplies are available.

## EXHIBIT A: SAFETY AGREEMENT

Page 2

**11. COMMUNICATION. OSHA STANDARD 1926.59:** Subcontractors will comply with the provisions of this standard. Material Safety Data Sheets (MSDS's) for each hazardous chemical/substance the subcontractor will bring to the job and to which any employee on the job may be exposed will be in the subcontractor foreman's or leadman's possession. **Subcontractors are required to have a Hazard Communication Program in place and have all of their personnel trained.** If assistance is needed in establishing a program please contact the BSCW Project Superintendent or our corporate office at (505)765-1200.

**12. SUBCONTRACTOR SAFETY PASSPORT AND PROGRESSIVE DISCIPLINARY PROCESS CONTAINED THEREIN:** Subcontractor agrees that each of its employees will carry a Subcontractor Safety Passport on his or her person at all times on the jobsite and that Bradbury Stamm personnel will have the authority to enforce all provisions of the Subcontractor Safety Passport and the Progressive Disciplinary Process contained therein. Subcontractor shall at all times support and take all action necessary to enable Bradbury Stamm to enforce these provisions.

**13. SAFETY DIRECTIVES:** Subcontractor shall comply with all Bradbury Stamm safety directives.

**14. ASBESTOS:** BSCW makes every effort to have all remediation completed by a qualified asbestos abatement entity before occupying a jobsite. Subcontractor agrees to stop work and notify BSCW if asbestos or asbestos containing materials are encountered. Subcontractor further agrees not to bring any asbestos or asbestos containing materials to BSCW jobsites.

## EXHIBIT B

### **CADD/Electronic File Transfer Agreement Between General Contract and Subcontract**

Architect of Record and Bradbury Stamm Construction Winkelman LLC (BSCW) are providing electronic files including BIM models and Procore files for your use in the preparation of drawings and to facilitate the construction of the **Meadowview of Johnston** subject to the following terms and conditions:

We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced drawings and specifications.

Data contained on these electronic files are part of our instrument of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of drawings and to facilitate your work for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to Architect of Record and BSCW. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Architect of Record and BSCW, our officers, directors, employees, agents, or subcontractors that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising out of or resulting from your use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic files you receive. In the event a conflict arises between the signed or sealed hard-copy construction documents prepared by Architect of Record and BSCW and the electronic files, the signed or sealed hardcopy construction documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitation, the need to check, confirm and coordinate your work with that of other contractors for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

Under no circumstances shall transfer or delivery of the electronic drawing files or data for use by you be deemed a sale by Architect of Record and BSCW makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Architect of Record and BSCW be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

Files might not contain clarifications that were made by issued Addendums

## EXHIBIT C

### SUBCONTRACTOR INSURANCE REQUIREMENTS

REVISED 8/2020

#### INSURANCE

Before commencing the Subcontract work, and for three years after completion and final acceptance of the work and as a condition of payment, the SUBCONTRACTOR shall purchase and maintain in effect all of the insurance required under the Prime Contract with the OWNER or the insurance with minimum limits of liability and coverage's as stated below, whichever is greater, at the SUBCONTRACTOR's sole expense, that will protect the SUBCONTRACTOR from claims arising out of its operations, or any of its consultants or SUBCONTRACTORS or anyone directly or indirectly employed by any of them or by anyone for whose acts of any of them may be liable.

#### CERTIFICATES OF INSURANCE

The SUBCONTRACTOR shall furnish an ACORD Form 25 Certificate of Insurance, evidencing insurance with conditions and with coverage as specified in this Exhibit "C" including copies of Additional Insured, General Liability waiver of subrogation, Worker's Compensation waiver of subrogation, and Notice of Cancellation endorsements or coverage forms providing this coverage, prior to commencing SUBCONTRACTOR's Work. Description must include the Project name and the subcontract number.

Furnishing certificates of insurance does not, in any way, obligate CONTRACTOR or their agents to approve, evaluate, or notify SUBCONTRACTOR of SUBCONTRACTOR's compliance or non-compliance with terms and conditions as set forth in this Exhibit "C". In no way shall receipt of certificate of insurance negate, reduce, limit or waive CONTRACTOR's right to enforce the terms and conditions of this Exhibit "C". CONTRACTOR shall have the right to examine any policy for compliance under this agreement. Complete and upload to Textura:

BRADBURY STAMM CONSTRUCTION WINKELMAN LLC  
P. O. Box 10850  
Albuquerque, New Mexico 87184

#### SUBCONTRACTOR'S INSURANCE

All policies required in this Agreement are to be written through a company duly entered and authorized to transact that class of insurance in the state in which the work is to be performed. All policies written through private carriers are to be written with insurance carriers with an A.M. Best rating of "A-VII" or better

#### A. WORKERS' COMPENSATION INSURANCE

The SUBCONTRACTOR shall purchase and maintain in effect Workers' Compensation and Employers' Liability with limits not less than \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 policy limit for bodily injury by disease or as required by applicable State Law for all employees to be engaged in work at the site of the Project under this subcontract, and in case of any such work sublet, the SUBCONTRACTOR shall require the SUBSUBCONTRACTOR(s) similarly to provide such insurance. The Insurance shall provide a waiver of subrogation in favor of the CONTRACTOR and, the OWNER, and others indemnified therein. Copy of this endorsement shall be attached to the Certificate of Insurance.

If State Law does not require Employers' Liability Insurance, SUBCONTRACTOR shall purchase and maintain Employers' Liability Insurance either by endorsing their Workers' Compensation Insurance policy or by endorsing their Commercial General Liability policy with a Stop Gap endorsement.

#### B. GENERAL LIABILITY INSURANCE

Unless the Prime agreement with the OWNER requires the SUBCONTRACTOR to obtain different insurance or higher limits of liability, in which case the SUBCONTRACTOR shall comply with the requirements of the Prime Agreement, The

SUBCONTRACTOR shall purchase and maintain in effect an Commercial General Liability Insurance ("CGL") written on ISO form CG 00 01 occurrence form or equivalent for hazards of: (a) Construction Operation, (b) SUBCONTRACTORS and Independent Contractors, (c) Completed Operations. The insurance shall have minimum limits of liability of \$1,000,000 Each Occurrence; \$1,000,000 Personal and Advertising Injury; \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate and shall include:

- (1) Premises/Operations (no separation of insureds or, if applicable, no exclusions for Mold, EFIS or operations within 50 feet of a railroad);
- (2) Contingent Liability for operations performed by SUBCONTRACTORS;
- (3) Explosion, collapse and damage to underground properties (XCU);
- (4) No subsidence exclusions;
- (5) No damage to Work performed by SUBCONTRACTOR exclusion (CG 22 94 or similar)
- (6) Broad Form Property Damage (Including Completed Operations);
- (7) No separate insured exclusion
- (8) Personal injury liability (with contractual exclusions deleted)
- (9) Contractual Liability to insure the Indemnification clause contained in this Agreement. To the extent aligned with the applicable law, no Contractual Liability Exclusions modifying or deleting the definition of "insured contract" from the unaltered ISO CG 00 01 Edition date 10/01 (CG 24 26 or similar);The SUBCONTRACTOR shall require its insurance company, to the fullest extent permitted by law, name and include the CONTRACTOR and, the OWNER, and others indemnified therein, as Additional Insured under SUBCONTRACTOR'S Commercial General Liability insurance policy, including ongoing operations and completed operations with primary/non-contributory coverage. Evidence by endorsement or policy language of additional insured and primary and non-contributory coverage must be provided on forms acceptable to the CONTRACTOR, with the certificate of General Liability Insurance as required by this Exhibit C. Vicarious or imputed forms of Additional Insured endorsements will not be accepted.

The General Liability Additional Insured endorsement(s) shall provide:

1. that any person or organization that Subcontractor is required to add as an Additional Insured under the contract or agreement shall be included as an Additional Insured. The General Liability Additional Insured Endorsement must provide status in favor of required parties including both ONGOING Operations AND COMPLETED Operations, with coverage afforded to the maximum extent permitted by applicable law. Evidence, by endorsement or policy language, of additional insured and primary and non-contributory coverage must be provided with the certificate of insurance for General Liability.
2. The additional insured endorsement shall not limit the exception to the exclusion for "damage to your work"- coverage shall include coverage for damage to the work itself for completed operations performed by Sub-Subcontractor.

(10) Pollution - Limited Sudden and Accidental - (this shall provide coverage for bodily injury and property damage arising out of pollutants brought onto the job site by the SUBCONTRACTOR and/or his SUB-SUBCONTRACTOR(s) and the limit of liability shall be \$500,000 with additional minimum limit of \$10,000 for cleanup costs. This coverage may also be met through a separate pollution liability policy.

(11) General Aggregate Limit Per Project

(12) If applicable, no exclusion of any kind for "action over" type claims

(13) If SUBCONTRACTOR is performing exterior insulation finish system (EIFS) or stucco work of any kind, SUBCONTRACTOR must confirm in writing (via a certificate of insurance) that no exclusions exist within its General Liability or Umbrella/Excess Liability insurance programs. Should an EIFS and/or stucco exclusion exist, SUBCONTRACTOR is required to notify CONTRACTOR immediately and before any work has begun on the project so CONTRACTOR can determine an appropriate course of action to secure proper coverage.

Note: A separate or stand-alone EIFS/Stucco Liability policy (in lieu of coverage within the General Liability) purchased by SUBCONTRACTOR with the same General Liability limits referenced above is acceptable, but such coverage must be specifically referenced on SUBCONTRACTOR'S certificate of insurance before any work by SUBCONTRACTOR is performed.

(14) The SUBCONTRACTOR shall maintain Products-Completed Operations Hazard Insurance and applicable Additional Insured coverage for CONTRACTOR and others as specified in B(h) for three years after Substantial Completion of the entire Work on the Project. The SUBCONTRACTOR shall furnish the CONTRACTOR with evidence of such insurance at final payment and each subsequent year from final payment.

### **C. AUTOMOBILE LIABILITY INSURANCE**

This insurance shall be written on a Business Automobile Policy form, with a combined single limit of liability of \$1,000,000 for Bodily Injury and Property Damage, or with split limits of \$1,000,000 per person/\$1,000,000 per accident bodily injury and \$1,000,000 property damage, and providing coverage on all owned, non-owned and hired automobiles. Coverage shall include Pollution Liability - Broadened Coverage, Contractual liability, and additional insured. If blanket

coverage is not provided for the Additional Insured, the policy shall be specifically endorsed for this project, naming the CONTRACTOR and, the OWNER, and others indemnified therein.

#### **D. UMBRELLA LIABILITY INSURANCE**

This insurance shall provide excess insurance, over and above the Employers' Liability, Commercial General Liability, and Automobile Liability policies on a following form basis, and must be maintained for three years after completion and final acceptance of the work. The limit of liability for this insurance shall be as follows: if the amount of the Subcontract of any tier is (a) for less than \$1,000,000, then the limit shall be \$1,000,000 each occurrence and in the aggregate [if the General Aggregate limit of liability (B(11)) does not apply to each project, the Umbrella limit is required to be written at \$2,000,000 each occurrence and in the aggregate], (b) between \$1,000,000 and \$5,000,000, then the limit shall be \$5,000,000 each occurrence and in the aggregate or (c) over \$5,000,000 then the limit shall be \$10,000,000 per occurrence and in the aggregate. All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy. Higher limits may be required by Contractor or Owner on a project by project basis.

#### **E. CONTRACTOR'S EQUIPMENT AND USE OF CONTRACTOR'S EQUIPMENT**

The SUBCONTRACTOR shall purchase and maintain coverage for SUBCONTRACTOR's equipment, tools, and business personal property (whether owned, rented, or borrowed) that are used or are in connection with the Work. Such insurance purchased by the SUBCONTRACTOR is the only coverage available to the SUBCONTRACTOR. The CONTRACTOR is not responsible for any equipment, tools, or business personal property of any kind that belongs to the SUBCONTRACTOR. If SUBCONTRACTOR shall borrow the CONTRACTOR's owned, leased or rented construction equipment, the SUBCONTRACTOR shall provide insurance on Borrowed CONTRACTOR's Equipment. costs. The SUBCONTRACTOR shall be responsible for any and all extra expenses including loss of use, arising out of damage to the equipment caused by the operation; maintenance or use of said equipment, including any deductible to which the insurance may be subject.

If SUBCONTRACTOR requests and receives permission from the CONTRACTOR to use CONTRACTOR's equipment, the SUBCONTRACTOR shall designate a work site supervisor and competent person trained in the use of such equipment who shall inspect the equipment to assure that it is in good order and repair, is in all respects suitable and proper for the purposes for which it is to be used and in full compliance with all applicable state and federal safety laws, ordinances, rules and regulations. While the equipment is being used by the SUBCONTRACTOR, the SUBCONTRACTOR shall take all actions necessary to ensure that the equipment continues to be in safe and secure condition and fully in accordance with all of the above-mentioned safety requirements.

The use of CONTRACTOR's equipment is not assignable by the SUBCONTRACTOR, nor shall the CONTRACTOR's equipment be sublet to or used by or subjected to the control of any person other than the SUBCONTRACTOR. The CONTRACTOR's equipment shall not be removed from the jobsite or used for any purpose other than that for which the SUBCONTRACTOR received the CONTRACTOR's permission. The SUBCONTRACTOR shall be responsible for any and all damage to the CONTRACTOR's equipment and for any extra expense arising there from, including loss of use, caused by or arising out of the operation, maintenance or use of the equipment by the SUBCONTRACTOR.

#### **F. IF APPLICABLE, INSTALLATION FLOATER (APPLICABLE WHEN REQUIRED BY CONTRACTOR OR OWNER OR NOT COVERED UNDER THE BUILDERS RISK POLICY)**

This insurance must provide coverage against Special Causes of Loss while the materials and/or equipment are being stored or transported. The Installation Floater shall also provide coverage for the portion of the work to be constructed, installed, altered, or repaired by Subcontractor. The CONTRACTOR and OWNER must be included as Loss Payees. The limit of liability shall not be less than the total value of all materials and/or equipment for all projects with the CONTRACTOR for which payment has been requested.

#### **G. IF APPLICABLE, PROFESSIONAL LIABILITY INSURANCE (ONLY APPLICABLE TO SUBCONTRACTORS REQUIRED TO USE PROFESSIONAL SERVICES OF ANY KIND TO COMPLETE THEIR WORK AND ALL DESIGN BUILD SUBCONTRACTORS)**

The SUBCONTRACTOR shall provide the CONTRACTOR with proof of Professional Liability Insurance in the form of a certificate of insurance, evidencing coverage for claims for damages resulting from or arising out of any professional services provided by the SUBCONTRACTOR in any way.

The policy shall be written with a limit of liability as required in the Prime Contract but in no event for less than \$1,000,000 for each claim and shall be continued in force for the applicable State Statute of Limitations and/or Repose in which the Work was located after Substantial Completion of the Work of the entire Project. Deductibles shall not exceed \$25,000.

If the SUBCONTRACTOR sublets his professional services to an outside firm, the SUBCONTRACTOR shall also require the outside Architect/Engineer to procure and maintain insurance in like form and limits, as set forth above or as stated the Prime Contract, whichever requires the greater coverage or limits of liability, and provide a certificate of insurance, evidencing such coverage.

**H. IF APPLICABLE, POLLUTION LIABILITY INSURANCE (ONLY APPLICABLE IS ENGAGED FOR ENVIRONMENTAL ABATEMENT OR REMEDIATION WORK, OR IF CONTRACTOR'S WORK WILL INVOLVE THE USE, TREATMENT, STORAGE, REMOVAL OR TRANSPORT OF HAZARDOUS MATERIAL AT TO OR FROM THE PROJECT SITE)**

SUBCONTRACTORS must provide and maintain a separate Pollution Liability Insurance policy. Such insurance shall include coverage for the Hold-Harmless or Indemnification Clause contained in the Subcontract. The policy shall be written with a limit of liability as required in the Prime Contract but in no event for less than \$1,000,000 each occurrence and aggregate with maximum deductible of \$25,000 to be paid by the SUBCONTRACTOR.

Additionally, the Pollution Liability Insurance policy shall name CONTRACTOR and all other parties as required under the Prime Contract as Additional Insureds.

**Unless otherwise determined acceptable by CONTRACTOR, the policy shall cover the liability of the SUBCONTRACTOR during the process of construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold or asbestos. The policy shall also include defense and clean-up costs. The Subcontractor and Sub-Subcontractor shall maintain pollution liability coverage for three years following completion of the project and final acceptance of work by Owner. Should mold coverage be required and be provided by a claims-made form, the coverage shall be maintained annually, following completion, for the applicable statute of repose.**

**I. If applicable, Riggers Liability Required:**

If the scope involves the rigging, hoisting, lowering, raising or moving of property or equipment belonging to others and Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment

**J. Waiver of Subrogation**

All insurance coverages maintained by Subcontractor shall include a waiver of any right of subrogation of the insurers thereunder in favor of Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted). Subcontractor further waives all claims and all rights of subrogation against Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers and underwriters for loss of, or damage to, Subcontractor's Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Subcontractor. If any of the Additional Insureds is partially or wholly self insured, then the waiver of subrogation shall apply as if they were in fact covered by their own insurance.

**K. Additional Insureds:** Coverage shall be primary and non-contributory to any insurance maintained by Additional Insured and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Subcontractor. The following insurance policies shall name 1) Contractor 2) Owner 3) Any other person or organization as required by the Prime contract or this Agreement as Additional Insured:

- (1) Commercial General Liability
- (2) Commercial Auto Liability
- (3) Commercial Umbrella Liability
- (4) Pollution Liability (if applicable)

**L. Builders Risk Coverage:** It is the responsibility of the Subcontractor to inquire about Builders' Risk coverage

Material Contract #: W24XX-XX.XXXX-M

**M. Other Provisions:**

- (1) The SUBCONTRACTOR's insurance policies shall be endorsed to provide the CONTRACTOR with a 30-day Notice of Cancellation for reasons other than nonpayment of premium, and a 10 day Notice of Cancellation for the reason of nonpayment of premium. Such endorsements shall be attached to the Certificate of Insurance. If any insurer does not make available such endorsement(s), as an alternative, SUBCONTRACTOR's insurance agent or broker shall provide a written statement that the agent or broker will endeavor to provide the required Notices of Cancellation. Acceptance of such alternative notice is subject to the sole discretion of the CONTRACTOR.
- (2) No liability policies shall contain a Self-Insured Retention (SIR) or Deductible greater than \$25,000 per claim/occurrence, or \$25,000 in aggregate. The SUBCONTRACTOR's General Liability policy shall be amended to exempt the Additional Insured coverage from the SIR or Deductible requirements, or expressly allow payments by the Additional Insured to satisfy the named insured's SIR or Deductible amount.
- (3) Maintenance of the foregoing insurance coverage shall in no way be interpreted as relieving the SUBCONTRACTOR of any responsibility hereunder, and the SUBCONTRACTOR may secure, at his own expense, such additional insurance as SUBCONTRACTOR deemed necessary or appropriate.
- (4) The SUBCONTRACTOR shall be responsible for procuring all policies of insurance consistent with the insurance requirements provided in this agreement. All coverage as required above may be met through the use of primary and excess policies so long as the total amount of insurance coverage provided is equal to or greater than the amount specified in this agreement.
- (5) Approval, disapproval or failure to act by the CONTRACTOR or their agents regarding any insurance required of the SUBCONTRACTOR shall not relieve SUBCONTRACTOR of full responsibility for its obligations under this Subcontract, and the bankruptcy, insolvency or denial of coverage by the insurance company shall not exonerate the SUBCONTRACTOR from liability. In the event any Insurer issues a reservation of rights for CONTRACTOR as an Additional Insured, CONTRACTOR shall be entitled to employ independent counsel at SUBCONTRACTOR's expense.
- (6) No special payments shall be made by CONTRACTOR for any insurance that the SUBCONTRACTOR may be required to carry; SUBCONTRACTOR agrees that all costs of insurance are included in the Subcontract price and in the Subcontract unit prices.
- (7) Except for Professional Liability Insurance all liability policies must be an occurrence form, claims-made policies are not acceptable.
- (8) If the SUBCONTRACTOR fails to procure and maintain in force the insurance required by this agreement, the CONTRACTOR shall have the right, but not the obligation, to obtain such insurance and the SUBCONTRACTOR shall pay the cost thereof or the cost thereof may be deducted from amounts otherwise due from CONTRACTOR to SUBCONTRACTOR, and SUBCONTRACTOR shall provide all necessary information to effect such insurance.
- (9) Failure to procure and maintain the insurance requirements as set forth in this Agreement will constitute a breach of Agreement, and SUBCONTRACTOR shall be liable to CONTRACTOR for all damages, losses, costs, attorneys' fees and other expenses incurred by the CONTRACTOR resulting from such breach.
- (10) The SUBCONTRACTOR shall require all SUB-SUBCONTRACTORS to procure and maintain insurance of the same types, limits of liability and terms as this Agreement requires of SUBCONTRACTOR, including the additional insured and waiver of subrogation requirements as set forth in this Agreement.

Revised 08/2020









# ORACLE® Textura Payment Management

## Subcontractor Direct Financing – General Contractor

**Textura Payment Management (TPM) will be used on this project** to facilitate a transparent process that should protect you and serve our clients. The reasons we use Textura:

- Faster payment
- Transparency in status of deliverables,
- Better communication of current draws
- Electronic transfer of funds
- Better/more rapid documentation to our owners of lien waivers
- More efficient and accurate development of pay applications  
= faster payment from our owners.

### **What will happen from here:**

1. PLEASE RETURN YOUR SIGNED CONTRACT
2. Your company will then be set up in TPM (if you are not already a user) and linked to the project
3. You will receive an e-mail inviting you to complete the set up in TPM
  - a. Please provide immediate compliance items: insurance certificates, supplier/subcontractor lists/other required items
4. Once you have completed billable activities on the project, our Project Manager will invite you to a draw to submit a bill through TPM
  - a. Please bill **TIMELY**, the draw will be closed when we must submit our bill to the owner
5. Our Project Manager will accept your bill
6. When we are paid by the owner, your payment will be authorized within 7 days
  - a. If you are compliant your funds will be deposited by ACH into your account
  - b. If you are not compliant, your payment will be put on hold until corrected.

You may go into TPM at any time and confirm if you are missing any compliance items that could hold up payment – ***our goal is for all items to be resolved so we can pay you timely!***

### **What is Textura Payment Management (TPM)?**

Oracle Textura Payment Management (TPM) is an Internet-based construction invoicing and payment solution. You can electronically sign and submit your pay application including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In the addition, TPM facilitates submission and tracking of compliance documents and sub-tier lien waivers. In short, Oracle has revolutionized the construction payment process.

### **Know What is Happening, When It Happens**

- TPM offers complete visibility throughout the draw process and notifies users of critical events.
- Receive real-time notifications when a draw is opened, change issued, payment disbursed, etc.
- Receive e-mail reminders to update insurance certificates and notification of non-compliance.
- Project documents created in or uploaded to the system are available for viewing, printing or downloading.

**Support representatives are available at 866-TEXTURA (866-839-8872). [www.texturacorp.com](http://www.texturacorp.com)**

There is both a fee paid by us as well as you for the use of the system. Your current fee for this project is 0.22% of contract value with a maximum fee of \$3,750.

IF YOU HAVE SIGNIFICANT SUPPLIERS/SUBTIERS, PLEASE CONSIDER HAVING THEM SET UP IN THE SYSTEM TO FACILITATE FASTER PAYMENT. THEIR FEE IS ONLY \$100.

**SECTION 00600**

**PRELIMINARY CONSTRUCTION SCHEDULE**

1. Description

- a. Outlined below is a general timeline for the projects construction. Detailed schedule will be developed and discussed with successful bidders. The project is planned to take approximately 12 months.

Bids Due: September 25, 2024

Mobilize: Early August 2024

Mass Excavation: August 2024

Building Concrete: September- Early October 2024

Pre-Cast Plank: Early November 2024

Exterior Framing: December 2024 – February 2025

Roofing: February 2025

Dry in – March 2025

Rough-ins – March 2025

Interior Finishes – April 2025

Project Completion: August 22, 2025

CentraCare Med School Housing  
St. Cloud, MN

**SECTION 00620**  
**CERTIFICATE OF INSURANCE FORMS**

Refer to Exhibit C of the Sample contract for Insurance Requirements.

CentraCare Med School Housing  
 St. Cloud, MN

Bradbury Stamm Construction  
 Winkelman, LLC  
 340 Highway 10 South  
 St. Cloud, Minnesota 56304  
 Phone: (320) 253-2411  
 Fax: (320) 253-2324

Project:

## Contract Change Order #000:

**TO:** **FROM:** **Bradbury Stamm Construction Winkelman, LLC**  
 340 Highway 10 South  
 St. Cloud Minnesota 56304

**DATE CREATED:** **FIELD CHANGE:** No

**LOCATION:** **REVISION:** 0

**SCHEDULE IMPACT:** **CHANGE REASON:** No Change Reason

**CONTRACT FOR:** **TOTAL AMOUNT:**

**DESCRIPTION:**

**ATTACHMENTS:**

**CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:**

COR #	Title	Schedule Impact	Amount
000			
<b>TOTAL:</b>			

**CHANGE ORDER LINE ITEMS:**

**PCCO #002**

#	Cost Code	Description	Type	Amount	OH / P (10.00% on all line item types)	Subtotal
1			Commitment			
2			Commitment			
<b>Subtotal:</b>						
<b>Percentage:</b>						
<b>Grand Total:</b>						

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---

The original (Contract Sum)

Net change by previously authorized Change Orders

The contract sum prior to this Change Order was

The contract sum will be changed by this Change Order in the amount of

The new contract sum including this Change Order will be

The contract time will be increased by this Change Order by 2 days

**Bradbury Stamm Construction Winkelman, LLC**

340 Highway 10 South

St. Cloud Minnesota 56304

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SAMPLE

CentraCare Med School Housing  
St. Cloud, MN

**SECTION 00700 – AIA GENERAL CONDITIONS OF THE CONTRACT**

The “General Conditions of the Contract for Construction” AIA Document A201, 2019 Edition, Articles 1-15, is hereby made a part of this Project Manual.

Document is on File at the office of Bradbury Stamm Construction Winkelman, LLC for viewing upon request.

END OF SECTION

## SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Coordination Drawings.
  - 3. Administrative and supervisory personnel.
  - 4. Project meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
  - 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
  
- C. Administrative Procedures: 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. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.

#### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  - 1. Indicate relationship of components shown on separate Shop Drawings.
  - 2. Indicate required installation sequences.
  - 3. Refer to Division 15 Section "Basic Mechanical Materials and Methods" and Division 16 Section "Basic Electrical Materials and Methods" for specific Coordination Drawing requirements for mechanical and electrical installations.
  
- B. Staff Names: Within **5** days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers.
  - 1. See contractor daily report form to be submitted to Construction Managers Job Superintendent daily, by each individual contractor on site.

#### 1.5 PROJECT MEETINGS

- A. General: Contractor to Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within **3** days of the meeting.
  
- B. Preconstruction Conference: If necessary, Contractor to Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than **15** days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and

other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
  - a. Tentative construction schedule.
  - b. Phasing.
  - c. Critical work sequencing.
  - d. Designation of responsible personnel.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for processing Applications for Payment.
  - g. Distribution of the Contract Documents.
  - h. Submittal procedures.
  - i. Preparation of Record Documents.
  - j. Use of the premises.
  - k. Responsibility for temporary facilities and controls.
  - l. Parking availability.
  - m. Office, work, and storage areas.
  - n. Equipment deliveries and priorities.
  - o. First aid.
  - p. Security.
  - q. Progress cleaning.
  - r. Working hours.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: 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. Advise Contractor and Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
  - a. Contract Documents.
  - b. Options.
  - c. Related Change Orders.
  - d. Purchases.
  - e. Deliveries.
  - f. Submittals.
  - g. Review of mockups.
  - h. Possible conflicts.
  - i. Compatibility problems.

- j. Time schedules.
  - k. Weather limitations.
  - l. Manufacturer's written recommendations.
  - m. Warranty requirements.
  - n. Compatibility of materials.
  - o. Acceptability of substrates.
  - p. Temporary facilities and controls.
  - q. Space and access limitations.
  - r. Regulations of authorities having jurisdiction.
  - s. Testing and inspecting requirements.
  - t. Required performance results.
  - u. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements.
  - 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Contractor shall conduct bi-weekly progress meetings as necessary throughout construction.
- 1. Attendees: In addition to representatives of Owner and Architect, each 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 conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.

- 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Change Orders.
  - 14) Documentation of information for payment requests.
3. Reporting: Distribute minutes of the meeting to each party present, parties who should have been present and to all necessary. Include a brief summary, in narrative form, of progress since the previous meeting and report.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Contractor will conduct Project coordination meetings as required. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each 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 conference shall be familiar with Project and authorized to conclude matters relating to the Work
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:

CentraCare Med School Housing  
St. Cloud, MN

- 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)



## Contractor Daily Report Form

**BSC Project:**

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**BSC Site Super:**

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**Date**

---

**Name of Foreman**

---

**Company**

---

**Name Of Employees on Site**

---

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**Subcontractor on Site**

**Names:**

---

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**Names:**

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**Names:**

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**Area of Building Working**

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CentraCare Med School Housing  
St. Cloud, MN

**Task of work**

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**Competent Person on Site**

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**Foreman Signature**

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**END OF SECTION**



## EXHIBIT A

### SAFETY AGREEMENT

Bradbury Stamm Construction Winkelman, LLC, and its subcontractors are obligated to provide a safe workplace. Subcontractors will be responsible for the safety of their own employees.

1. Compliance of the rules and regulations contained in **29 CFR 1926** by all subcontractors is required. Personnel will wear **proper work clothing and proper footwear. No shorts, no sleeveless shirts, and no radios** will be allowed on any Bradbury Stamm Construction Winkelman, LLC construction site.
2. **COMPETENT PERSON:** Each Subcontractor who will be doing any excavation/trenching, erecting, working from or disassembling scaffolds will be required to have a competent person on-site at all times.
3. **FALL PROTECTION:** Bradbury Stamm Construction Winkelman, LLC has a detailed fall protection policy for its employees and the employees of subcontractors exposed to fall hazards greater than **6** feet. For subcontractor employees engaged in steel erection, refer to Safety Directive #008 – 00 for full details. All employees must be protected from fall hazards by guardrails, personal protective equipment, nets, or acceptable alternative protection procedures as specified in the subcontractors site-specific fall protection plan. If any assistance is needed to meet the above requirements please contact the BSC / WBC Safety Director at **505-577-7930 (mobile)**.
4. **FIRE PREVENTION:** Bradbury Stamm Construction Winkelman, LLC will provide necessary fire-fighting equipment. Maintaining equipment to ensure that it is operational at all times is a **joint responsibility**. If fire-fighting equipment is used, the job superintendent must be notified so he can have it replaced.
5. **HARD HATS:** Subcontractor shall comply with the requirements of the Subcontractor Passport.

6. **HEALTH AND SANITATION:** Bradbury Stamm Construction Winkelman, LLC will provide toilets. Each subcontractor shall provide potable water for workmen. Bradbury Stamm Construction Winkelman, LLC may provide potable water by mutual agreement only.
7. **INSPECTIONS:** Subcontractor may be subject to unannounced inspections by Bradbury Stamm Construction Winkelman, LLC Safety Team members, other Bradbury Stamm Construction Winkelman, LLC staff members, Bradbury Stamm Construction Winkelman, LLC insurance carrier loss control representatives, OSHA or other entities associated with safety. Subcontractor shall cooperate with all such inspections and shall also immediately correct any hazards identified during such inspections.

## **EXHIBIT A: SAFETY AGREEMENT**

### **Page 2**

8. **RESPONSIBILITY:** Each subcontractor **is completely responsible for their own employees,** including assuring that they are not exposed to hazards even if the hazards are the result of the operations of another subcontractor. Bradbury Stamm Construction Winkelman, LLC reserves the right to take whatever action they deem necessary to remove employees from hazards or eliminate hazards. The subcontractor agrees to take prompt corrective action at their own expense.
9. **MEETINGS:** Subcontractor shall attend all Bradbury Stamm Construction Winkelman, LLC safety meetings in accordance with the Subcontractor Passport.
10. **FIRST AID:** Each subcontractor must ensure adequate first aid supplies are available.
11. **COMMUNICATION. OSHA STANDARD 1926.59:** Subcontractors will comply with the provisions of this standard. Material Safety Data Sheets (MSDS's) for each hazardous chemical/substance the subcontractor will bring to the job and to which any employee on the job may be exposed will be in the subcontractor foreman's or leadsman's possession. **Subcontractors are required to have a Hazard Communication Program in place and have all of their personnel trained.** If assistance is needed in establishing a program please contact the BSC / WBC Safety Director at **505-577-7930 (mobile).**
12. **SUBCONTRACTOR SAFETY PASSPORT™ AND PROGRESSIVE DISCIPLINARY PROCESS CONTAINED THEREIN:** Subcontractor agrees that each of its employees will carry a Subcontractor Safety Passport™ on his or her person at all times on the jobsite and that Bradbury Stamm Construction Winkelman, LLC personnel will have the authority to enforce

all provisions of the Subcontractor Safety Passport and the Progressive Disciplinary Process contained therein. Subcontractor shall at all times support and take all action necessary to enable Bradbury Stamm Construction Winkelman, LLC to enforce these provisions.

13. **SAFETY DIRECTIVES:** Subcontractor shall comply with all applicable Bradbury Stamm Construction Winkelman, LLC safety directives.



Bradbury Stamm Construction Winkelman, LLC

Safety Directive

Safety Directive # 006 - 00

Original Issue Date: 7/26/00

Revision Date: 1/8/2008

Safety Passport™ Policy

Introduction

The Bradbury Stamm Construction Winkelman, LLC Safety Passport™ Program is the company safety program. Every year new **Safety Passports** will be issued to all BSCW field staff as well as anyone performing work on BSCW jobsites.

Policy

1. The **Safety Passport™** will be issued to all Bradbury Stamm Construction Winkelman, LLC field employees including foremen, superintendents, project managers, yard and warehouse employees.
2. Superintendents will issue the **Subcontractor Safety Passport™** to every subcontractor employee working on BSCW jobsites at the time these employees first arrive on the job, in accordance with Safety Directive #005-00 Subcontractor Safety Agreement (Exhibit A).
3. Project Managers will ensure that the Safety Passport Program and its subparts are executed on all BSCW jobsites.
4. The **Safety Passport** is the basic training manual. All safety training will come from the **Safety Passport**. Keep records of your meetings and which topics/page(s) training was conducted from. Be prepared to present training records to the BSCW Safety Director, insurance company representatives, Worker's Compensation and OSHA officials.
5. Special safety training (confined space, excavations, scaffolds) not covered in the **Safety Passport** will be covered as needed by the superintendent or the BSCW Safety Director.
6. Employees are to have the **Safety Passport** with them in order to work. Employees without their **Safety Passport** are not allowed to work until they can present their **Safety Passport**.
7. BSCW Superintendents, Assistant Superintendents, Project Managers, Foremen, BSCW Human Resources Manager, BSCW Safety Director and BSCW Safety Administrator are expected and obligated to enter violations in an employee's **Safety Passport**.

8. Foremen who allow employees to work without their **Safety Passport** may be suspended for three (3) days without pay.
  
9. If an employee loses or destroys or is unable to produce his/her **Safety Passport** the Superintendent will issue a new **Safety Passport** after a three (3) day suspension without pay. If the same employee loses or destroys or is unable to produce his/her **Safety Passport** twice in one year the Safety Director or Human Resources Director will interview the employee and decide whether to:
  - a. To issue a new **Safety Passport**;
  - b. To issue a new **Safety passport** after the employee serves a three (3) day suspension without pay; or
  - c. To terminate the employee.
10. The superintendent will replace damaged, worn tattered and mutilated **Safety Passports** as necessary if the old **Safety Passport** is turned in. The superintendent will transcribe violations in the old **Safety Passport** to the new **Safety Passport**.
11. Every August the superintendent will issue a new **Safety Passport**. Violations will not be carried forward in the new **Safety Passport**.
12. Violations shall be handled in the following manner:
  - First Violation: employee will be written up and no penalty assessed;
  - Second Violation: employee will be written up and sent home for the rest of the working day without pay;
  - Third: employee will be written up and sent home for the rest of the working day and the following day without pay;
  - Fourth: employee will be written up and sent home for the rest of the working day and three (3) days without pay; and
  - Fifth: employee will be automatically terminated unless the superintendent requests an interview for the employee with the BSCW Human Resources Manager or the BSCW Safety Director.

**SECTION 01 3200**

**CONSTRUCTION PROGRESS DOCUMENTATION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. Special reports.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
  - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
  - 4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

5. Division 1 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
  2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  1. Float time **is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.**
  2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- G. Major Area: A story of construction, a separate building, or a similar significant construction element.
- H. Milestone: A key or critical point in time for reference or measurement.
- I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

#### 1.4 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article **and in-house scheduling personnel** to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals Schedule: Submit **three** copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Architect's final release or approval.
- C. Preliminary Construction Schedule: Submit three printed copies;
- D. Contractor's Construction Schedule: Submit three printed copies of initial schedule, large enough to show entire schedule for entire construction period.
- E. Special Reports: Submit **two** copies at time of unusual event.

#### 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including **work stages area separations interim milestones and partial Owner occupancy.**
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

#### 1.6 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from parties involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.
- C. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities including temporary lighting.

### PART 2 - PRODUCTS

#### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit concurrently with **preliminary bar-chart schedule preliminary network diagram**. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for **commencement of the Work** to date of **Final Completion**.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by Contractor.
  2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and Testing Time: Include not less than 14 days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  2. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  4. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Startup and placement into final use and operation.

6. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
  1. Refer to Division 1 Section "Payment Procedures" for cost reporting and payment procedures.

### 2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within **seven** days of date established for **commencement of the Work**.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first **60** days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within **14** days of date established for **commencement of the Work**. Outline significant construction activities for the first **60** days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than **30** days after date established for **commencement of the Work**.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Purchase of materials.
    - c. Delivery.
    - d. Fabrication.
    - e. Installation.
  - 2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  - 3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Principal events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
    - a. Submit value summary printouts **one week** before each regularly scheduled progress meeting.

## 2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. High and low temperatures and general weather conditions.
  5. Accidents.
  6. Meetings and significant decisions.
  7. Unusual events (refer to special reports).
  8. Stoppages, delays, shortages, and losses.
  9. Meter readings and similar recordings.
  10. Emergency procedures.

11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Construction Change Directives received.
14. Services connected and disconnected.
15. Equipment or system tests and startups.
16. Partial Completions and occupancies.
17. Substantial Completions authorized.

## 2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Sub-Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Contractor in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At **monthly** intervals, update schedule to reflect actual construction progress and activities. Issue schedule **one week** before each regularly scheduled progress meeting.

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1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 01 3200**

**0330000 CAST-IN-PLACE CONCRETE (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Frost footings, pad footings, interior footings, foundation walls, floor slabs, stoops, aprons, exterior canopy pad, sidewalks, and curb faced sidewalks to be installed in accordance with the structural engineer's specifications and as shown in drawings. Include reinforcing bar, welded wire mesh, and/or fiber mesh as required.
2. Foundation walls to be Precast/Concrete Block/Cast-in-place per structural drawings.
3. Not Used
4. Not Used
5. Install anchor bolts.
6. Not Used
7. Concrete topping on hollow core plank.
8. Not Used
9. Not Used
10. Not Used
11. Install Americover, Extra Heavy Duty 10 mil, poly vapor barrier under all interior floor slabs.
12. Install expansion joints and saw cut all control joints. Immediately seal saw cut joints.
13. Seal all concrete flat work with TK 290WB.
14. Not Used
15. Set and fill steel pipe bollards.
16. Not Used
17. Install concrete spillways if applicable (see civil drawings)
18. Include all other cast-in-place concrete and reinforcing.
19. Installation of any steel imbedded angles at trench drains (if applicable) (material supplied by others).
20. Include hot water or winter material charges as required.
21. All floor drains are to be level with finish floor elevations, verify with GC the finish floor materials thickness.
22. Exterior concrete to have air entrainment admixture (as required)
23. Furnish equipment and labor necessary to unload and set all material for this bid section.

**035413 Gyp-crete (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Provide and install Maxxon Gyp-Crete 2000 psi Multifamily, on second and third floors.
2. Provide Taylor Universal Latex Primer for areas receiving glued down flooring products.
3. Include additional trips for pre-gyp-crete under the tubs, if required.

**0420000 MASONRY** to be installed in accordance with the structural engineer's specifications and as shown in drawings.

1. Provide unit masonry as called out per plans.
2. Not Used.
3. Not Used.
4. Furnish equipment and labor necessary to unload and set all material for this bid package.
5. Provide control joints in block, not to exceed 25'.

**042613 (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Pro-Fit Modera Ledgestone, Cultured stone/THIN brick veneer to be installed as shown on the exterior elevations with 4" stone sills, tight joints.
2. Not Used.
3. Provide all required flashings, weeps, wall ties, metal lath, and mortar to be installed as shown on the plans and specifications, and per industry standards.
4. Installation of any steel lintels and angles associated with the masonry work per the drawings, this steel is to be supplied by others.
5. Colored mortar as required.
6. Handwashing of material after work is complete.
7. Cover and protect from damage any finished surface.
8. Furnish equipment and labor necessary to unload and set all material for this bid package.

**05 Metals** to be installed in accordance with the structural engineer's specifications and as shown in drawings.**051200 STRUCTURAL STEEL (Material) per plans, specifications, and the following:**

1. Structural steel - columns and beams at indoor parking area. (If applicable).
2. Provide all anchor and connection bolts for structural steel.
3. 6" pipe bollards at garage door and where shown on plans. Include steel guard rails in the garage. (If applicable).
4. 8x18 Elevator hoist beam. (Verify with elevator supplier and Structural drawings)
5. All steel is to be primed.
6. Delivery of all materials to job site for this section of work. Furnish equipment and labor necessary to unload and set all material for this bid package.

**057300 ORNAMENTAL STEEL (Material) per plans, specifications, and the following:**

1. Railings and accessories at site stairs, to be aluminum powder coated.
2. All interior handrails.
3. Philadelphia Hardware Decorative Handrail Bracket
4. Trench drain frame and grate for garages/sidewalks. (If applicable, see civil drawings).
5. Hanging Decks and Railings to be Superior Decks & Railings, Hopkins, MN.
6. Screened in decks to be Deck Expressions, Screen Railing Kits, Boca Raton, FL.

**STEEL ERECTION (Labor) per plans, specifications, and the following:**

1. Erect all structural steel. (If applicable).
2. Provide any lift or crane equipment required.

**06 Wood, Plastics, and Composites** to be installed in accordance with the structural engineer's specifications and as shown in drawings.**061000 ROUGH CARPENTRY (Material) per plans, specifications, and the following:**

1. Supply and deliver all lumber, plywood sheathing, and fasteners as shown on the plans including but not limited to the following:
2. All wall framing to be paneled.
3. Provide all sheathing/gypsum board at interior walls where possible including shear and concealed interior walls.
4. Roof and floor trusses.
5. Bracing and draft stops per plans.
6. Blocking for bathroom accessories, handrails, cabinetry, trim work, door stops, closet shelving, fire extinguishers, fire department lock box, artwork, etc.
7. Wood bucks as required for openings, etc.
8. Exterior sheathing to be OSB per structural requirements.
9. Provide all Simpson hangers and hold downs/Strong-Rod system.
10. All wall panels to have double studs, posts, etc. as called out on the structural plan, installed at the plant.
11. Not Used.

**ROUGH CARPENTRY (Labor and equipment) per plans, specifications, and the following:**

1. Framing of main building.
2. Labor to install all structural steel at garage area. (If applicable).
3. Bolt on all wood that is connected to structural steel.
4. Labor for the installation of ALL interior and exterior wall panels. Exterior panels to be sheeted and shear walls to be sheathed.
5. Install and sheet all floor trusses. Install all required bracing and rim joists.
6. Set roof trusses, bracing, sheathing, venting, draft stops, and miscellaneous hand framing.
7. Wood bucks as required for garage door openings.
8. Sub fascia and exterior soffit framing.
9. Install deck brackets at hanging decks.
10. Install windows. Wrap rough opening and wrap windows per drawings and manufacturer's installation instructions.
11. Install thru wall Air Conditioner/MagicPak sleeves. Wrap per drawings and manufacturer's installation instructions. Colors to match siding or prime and paint.
12. Interior corridors/chases, and soffits framing.
13. Install backing for bathroom accessories, ADA grab bars, future grab bars, handrails, cabinetry, trim work, door stops, closet shelving, fire extinguishers, fire department lock box, artwork, etc.
14. Frame access doors and catwalks in attic.
15. Install in concealed drywall and any draft stopping drywall, including sheetrock at exterior overhangs per details.
16. Build all temporary/moveable safety railings around stairways and elevator, openings, open edge of walls/floors.
17. Construction, installation, and removal of temporary exterior doors.
18. Provide all required fasteners to complete rough carpentry work.
19. Not Used
20. Install Tyvek building wrap.

**062023 FINISH CARPENTRY (Material) per plans, specifications, and the following:**

1. Prefinished 5/16" x 3-1/4" Poplar painted base for all unit walls stained to match Salt of the Earth, in Area A, and Chameleon, in Area B.
2. Prefinished 2-1/4" Poplar painted casing at interior unit doors. Entry doors of unit are timely frames with standard metal trim.
3. Prefinished stained Poplar 5-1/4" wood base at common areas and Corridors.
4. Common Areas - 5 1/4" wood Base.
5. Stairwells wood skirt boards and stained, 5-1/4" wood base (Poplar), at upper floors.
6. Unit windows and barn doors have drywall returns.
7. Closet/Maid Pro, Standard System, Fixed Mount Ventilated Wire, 12" wire closet shelving with integral hanger rod.
8. Provide prefinished Poplar wall cap, railing and metal brackets (bracket finish to be Satin Nickel) at stairs.
9. Review color selections with interior designer. Coordinate finishes with interior designer. Stain Base, Casing & Stair Parts to match "Sweet and Savory".
10. Millwork Units - Ferche, Poplar Base FI, Paint, Common Areas Poplar Base PF, Veneered Skirboards MDF Core P995
11. Craftsman Collection Creative Stair Parts Prefinished Poplar Newel Posts Chamfered Top 3-1/2"58" & Balusters 1-1/4", Handrail, Plowed, Shoe Rail, Fillet, Wall Rail, False Step Components, Rectangle Rosette, 3/8"x7-1/4" Poplar S4S Wall Cap

**064113 CABINETRY (Material and Labor) per plans, specifications, and the following:**

1. Not Used.
2. Provide White Sparkle Granite countertops with 3" backplash, and cultured marble, Pure White/Matte finish sills. Provide Marble Vanities & Sink. Pure White/Matte finish.
- Mini Wave Rectangular sink.
3. 3" Flat Stock/Square crown molding on all upper cabinets, to match cabinets.
4. Cabinets to include all units. Area 'A', northwest wing, Salt of the Earth cabinets. Area 'B', east wing, Chameleon cabinets. Provide white painted uppers at 3 bed 2 bath units.
5. Provide lower and upper cabinetry, Bathroom vanities and public restrooms.
6. Common Area Cabinetry: Sweet and Savory, Standard Brushed Nickel hardware. Increase size of hardware to 6-3/8". Countertops: Calcatta Luccia Quartz.
7. All kitchen countertops to be with tile backslashes in 3 Bed 2 Bath Units and stainless-steel double bowl sinks.
8. Provide plastic laminate tops at Laundry Rooms.
9. Provide bathroom linen closets and floating vanities as per plan.
10. Not Used
11. Provide bathroom vanities cultured marble, standard manufacturer's finishes, with 4" backslash and side splash and white rectangle bowls.
12. Provide granite cultured marble, standard manufacturer's finishes at all windows.
13. Public restrooms provide cultured marble, standard manufacturer's finishes top with 4" side and backslash and under mount sink.
14. Provide enclosed rectangle 4-1/4" cabinetry pulls. Standard Brushed Nickel. Increase size of hardware to 6-3/8" at 3 bed 2 bath units, applicable sized cabinetry.
15. Provide steel support brackets as required for any countertop.
16. All cabinetry wood to be pre-finished with white melamine interiors.
17. Provide color samples and shop drawings for interior designer's approval.

18. Field measure all units to verify proper cabinetry fit.
19. Provide wood accent panels/faux beams in common areas.
20. Not Used
21. Install cabinetry and countertops.
22. Provide proper supports for under mount sinks.
23. All cabinets doors (not drawers) to have soft-close hinges.
24. Provide four open Shelves, to match adjacent cabinetry, at 3 bed 2 bath, 2 bed 2 bath, and studio, above/to side of ranges, in kitchen, and in Community Room and Sky Lounge.

**07 Thermal and Moisture Protection****071353 Waterproofing (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Waterproof foundations/walls/below grade shafts, and as further indicated in the drawings.

Type: Cold-applied fibered asphalt emulsion.

Standard: ASTM D 1227, Type II, Class I, troweled on.

Protection Course: Compatible with dampproofing.

**07 19 00 WATER REPELLENTS**

Provide water repellent coating for concrete surfaces.

Application: Vertical concrete surfaces.

Application: Horizontal concrete surfaces.

Type: Penetrating silane or siloxane.

Appearance: Clear, non-gloss, non-yellowing.

Vapor Transmission: Vapor permeable.

Application Rate: Suitable for substrate and project conditions.

**072100 INSULATION (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Fiberglass batt insulation in exterior walls with vapor barrier.
2. Blown-in fiberglass insulation at the attic with vapor barrier. See sheet CS-102, 'New Construction Energy Code Compliance Certificate' for minimums.
3. Foamed-in-place insulation at rim joist.
4. Provide 12" high density fiber rock sound insulation, entire depth, in the floor trusses.
5. Caulking and sealing of vapor barriers and at penetrations per code requirements and sheet A-401.3, Sound Isolation Details.
6. All other insulation associated with doors, windows, and penetrations.
7. Sound insulation per plans.
8. Insulate floor joists above vaulted ceilings, and as indicated in the drawings.

**MATERIALS****Board Insulation:**

Application: Foundation walls.

Application: Exterior cavity walls, outboard of sheathing.

Type: Extruded polystyrene, rigid.

Standard: ASTM C 578.

Blanket/Batt Insulation:

Application: Thermal insulation in studs in exterior walls.

Application: Thermal insulation at underside of roofs, over heated spaces, and soffits.

Application: Thermal insulation over unheated areas.

Type: Unfaced mineral fiber.

Standard: ASTM C 665, Type I (unfaced).

Accessories: Fasteners and tapes.

Loose Fill Insulation:

Application: Thermal insulation.

Type: Loose glass fiber insulation.

Standard: ASTM C 764.

Spray-Applied Polyurethane Insulation:

Application: Exterior walls.

Standard: ASTM C 1029.

Roof and Deck Insulation:

Application: Exterior roofs and decks.

Type: Polyisocyanurate.

Roof Insulation Adhesive:

Application: Roof insulation adhesive.

Type: Two-component polyurethane froth adhesive.

Vapor Retarder (Not Integral with Insulation):

Application: Exterior walls.

Type: Reinforced 2-ply polyethylene, 6 to 10 mils.

Accessories: Seam tapes.

**073113 SHINGLES (Material, Labor, and equipment) per plans, specifications, and the following:**

1. A laminated, architectural, asphalt 30-year shingle. Certainteed, Landmark, Colonial Slate. (See exterior elevations)
2. All associated flashings; style 'Q' drip edge, colored dormer flashing, dormer flashing, step flashing, etc.
3. Continuous ridge vent and low vents as required.
4. Roofing underlayment to be Grace Select Self Adhering ice and water shield - at eaves, minimum of two feet to inside exterior walls, and in valleys 1 1/2 rows, each direction, and see roof plan for additional locations
5. Remaining roof to be premium grade underlayment (CertainTeed Roofers Select, GAF Shingle Mate, or similar)
6. Provide and install full protection D rings every 40 feet.
7. Not used

**074616 SIDING (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Pre-finished exterior metal siding, horizontal (EDCO 8" lap, Canyon/Mahogany/Charcoal Gray, 0.015 inch) and vertical steel siding (Pac-Clad, M36, 24 gauge Graphite). See exterior elevations.
2. LP smart side, 440 Series Cedar Texture, trim system with texture around doors and windows. See exterior elevations.
3. Prefinished metal 8" fascia and vented soffits.
4. All associated EDCO, Driftwood Gray, standard trim pieces; j-channel, F-channel, inside corners, outside corners, light/outlet blocks, etc.
5. Not Used.
6. Include all vents to match siding color. See exterior elevations.
7. Not Used.
8. Decks to be installed after siding is installed. Install all proper flashing and ledger board spacers.
9. Supply and install all other exterior flashing, including door wraps, custom bent corners, frieze board wrap, belly band, overhead door wraps and deck ledgers.
10. Provide and install Dupont Tyvek building wrap. Building wrap to be installed per manufacturers specifications including taping seams.
11. Provide and install gutters and downspouts, at all entrances, valleys, decks, porches, and where shown on the drawings. Downspout colors to match siding.
12. Caulk all windows to surrounding j-channel.
13. Furnish equipment, lift equipment, and labor necessary to unload and set all material for this bid package.
14. Exterior flashing at hanging decks.

**07556 MEMBRANE ROOFING (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Provide and install fully adhered, 60 Mil EPDM Carlisle SynTec Roofing System and Sheet metal flashing and trims at flat roof areas. Provide Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.
2. Not Used.
3. Not Used.
4. Provide and install 3/4" per foot tapered insulation.
5. Provide and install prefinished metal scuppers and downspouts at flat roof area.
6. Provide and install prefinished metal coping at flat roof areas.
7. Provide and install metal panels at fascia where noted.

**07723 Roof Hatches:**

Bilco Roof Hatch with permanent ladder

**SECTION 07 84 00 FIRESTOPPING**

Provide 3M Fire Protection Products.

**MATERIALS**

1. Applications as Applicable to Assembly: Through-penetrations, fire-resistive joints, perimeter fire containment, smoke seals.
2. Types as Applicable to Assembly: Endothermic and intumescent sealants, pillows, putty and wrap strips.

**SECTION 07410****FACTORY MANUFACTURED PREFORMED WALL PANELS**

This section covers the pre-finished, pre-fabricated exposed fastener metal roof and wall system. All metal trim, accessories, fasteners, insulation and sealants indicated on the drawings as part of this section. Metal Wall Panel Assembly: Metal panels, attachment system components, miscellaneous metal framing, thermal, and accessories necessary for a complete weatheright system. ASTM E209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate General Performance: Metal wall panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation or other defects in construction. Wall System shall be designed to meet applicable Local Building Code and the System shall have tested by the Manufacturer per ASTM E-1592 and have the applicable Load Tables published from this testing for loads.

**079200 CAULKING AND SEALANTS (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Provide Sika Product systems for all exterior and interior caulking including louvers, doors, windows, stone control joints, exterior sill coping, exterior sill joints at top of rainscot, and all exterior areas where dissimilar material meet. Including around aluminum doors, windows, and storefront- interior and exterior.
2. Provide backer rod where required.
3. Caulk all interior floor expansion and control joints not receiving a stained concrete finished floor.
4. Vanities, countertops, interior doors, and windows to steel siding to be completed by others.

**08 Openings****08113 WOOD DOORS (material) per plans, specifications, and the following:**

1. Unit Interior Doors: Lynden Kingston, Molded, Standard Mineral, Wood Particleboard, Hollow Core, Paint color to be determined; consult with Interior Designer
2. Unit Den Doors: Frosted full panel glass; painted finish color to be determined; consult with Interior Designer.
3. Unit Glass Pantry Doors: Stained frame with frosted logo or film decal.
4. Wood Grain Doors- Traditional French Doors, Poplar, Paint Ovolo Sticking
5. Vector Windows, Envision
6. Provide Power supplies and readers at FOB doors.
7. All unit and public doors to be controlled by a Schlage FOB system. System to also control aluminum storefront entrances. Include all required power supplies and controllers. Include

software and handheld system.

8. Schlage BE467 deadbolts at unit entry doors.

9. Not Used

10. Not Used

11. Common and Unit Entry Doors to be Painted Lynden Doors, Kingston, 2 panel solid core molded, at Unit and Common Areas. Hard board doors at openings rated 60 min.

12. Not Used.

13. Include vision kits as indicated on the plans.

14. Not used.

15. Timely knock down metal frames, premium colors

16. Not Used

17. Hardware to be Schlage AL series level, locksets, electric locksets at Community Room, Mail Room, Office, Common Areas, Fitness

18. Not Used

19. Not Used

20. Provide interior window frames, as Timely-Frames. Glass by others.

21. Provide ratings on doors/windows as indicated.

22. Not Used

23. Provide and deliver all items to the jobsite. All doors, frames, and hardware boxes to be labeled for the correct opening.

24. Not Used

25. Not Used

26. Not Used

**081313 HOLLOW METAL DOORS and WINDOWS**

Timely Prefinished Steel Door Frames, Alumatone SC108.

1. Hollow metal doors and frames.
2. Provide interior window frames as Timely-Frames. Glass by others
3. Provide ratings on doors as shown on the drawings.
4. Provide all door hardware per door hardware schedule.
5. Provide Power supplies and readers at FOB doors.
6. All unit and public doors to be controlled by a Schlage FOB system. System to also control aluminum storefront entrances. Include all required power supplies and controllers. Include software and handheld system.
7. Not Used
8. Not Used
9. Provide and deliver all the items to the jobsite. All doors, frames, and hardware boxes to be labeled for the correct opening.
10. Provide cylinders/keyways for aluminum doors, verify with aluminum door supplier.

**083613 Overhead Doors (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Provide Raynor, with three year warranty.
2. Install power operators with two remotes for each parking stall, and one exterior keypad at each door.
3. Each garage door to have emergency key access.
4. Provide and install raised panel insulated commercial grade overhead doors for drive under garage areas, 3" track, 120K springs and nylon rollers.
5. Drive under parking doors to have a commercial opener and proximity sensors. Each opener is to include a timer to close the door automatically. The opener is to be quiet and be mounted with isolation blocks.
6. Provide premium window kits from manufacturers premium/custom selections.
7. Provide premium manufacturers color options.

SECTION 08 14 36

**EXTERIOR DOOR ASSEMBLIES**

Provide Pella exterior patio door assemblies. Exterior Patio Door Assemblies:

Operation: Inswing patio doors. Type: Aluminum-clad wood. Performance Class and Grade: Residential. Standard: AAMA/NWWDA 101/LS.2 - Residential - 20.

Glass and Glazing: Insulating safety glazing. Standard: 16 CFR 1201. Exterior Cladding and Finish: Aluminum, baked enamel finish. Interior Cladding and Finish: Factory finished.

**084113 ALUMINUM DOORS (Material, Labor, and equipment) per plans, specifications, and the following:**

1. Provide and install Kawneer aluminum doors, frames, sidelights, glass, and hardware.
3. Aluminum standard colors for finish.
4. Mirrors in Exercise room. 20 FT x 6 FT tall, with low voltage, LED lighting around perimeter.
6. Interior vestibule door to have electronic strike lock. All exterior doors to be controlled with electronic strike locks and keypad.
7. Caulk around aluminum frames.
8. Provide restroom mirrors and stainless-steel mounting clips.
9. Provide drip cap over all exterior wall openings.
10. Provide hollow metal door supplier with information on the doors so they can supply the lock cylinders for the doors in this section of work. Provide temporary cylinders for construction.
11. Field verify all opening before fabrication of the materials.
12. Furnish equipment and labor necessary to unload and set all material for this bid package.
13. Not Used.
14. All closers to have a 'hold open' feature. Magnetic hold opens connected to fire alarm system at required doors.
15. Provide cylinders/keyways for aluminum doors, verify with aluminum door supplier.

**085313 WINDOWS**

1. Provide vinyl windows and patio doors as per plan. Provide Vector Envision.
2. ADA thresholds at all Patio and exterior doors.
3. Color: See Elevations
4. Provide window shims, wrap, flashings, all accessories needed for installation, as part of package. Include flexible sill flashing. List price separately.
5. Not Used
6. Ground floor patio doors to have a keyed lock for resident use.

08 71 00 Hardware

Unit Entrance Door Lever & Interior Doors: Schlage Northbrook, Satin Nickel

Common Area Door Hardware: Lever Style for Control Trims L-Contral-Dane 912L/Satin Nickel

Other Common Areas: Schlage/Rhodes/Satin Nickel.

Aluminum Openings-Schlage Cylinder Housing, Cylinder, Controller, Power Supply, HES Electric Strike

See Door Schedules for Hardware Groups

Provide and deliver all items to the jobsite. All hardware boxes to be labeled for the correct opening.

Provide 10 electric strike openings and 5 key pad entry pads.

Bam Door hardware to have brushed nickel finish.

Auxiliary Materials: Provide Knox box for fire emergency keys, model available from the City.

Provide Key Box to accommodate 200 Extra Keys

08 74 00 Access Control Hardware Schlage CT5000 Offline Controller, P5902 2-amp power supply, Schlage Utility Software (SUS) on the Handheld Device (HHD), Schlage Express Offline Access Control Software Capability Matrix

**SECTION 08 80 00 GLAZING**

Provide glass and glazing.

Warranty: Submit manufacturer's standard warranty. Include labor and materials to repair or replace defective materials.

Laminated Glass: Manufacturer's 5-year warranty.

Coated Glass: Manufacturer's 10-year warranty.

Insulating Glass: Manufacturer's 10-year warranty.

Mirror Glass: Manufacturer's 5-year warranty.

Glazing for Fire-Rated Assemblies: Glazing for assemblies that comply with NFPA 80

Safety Glazing Products: Comply with testing requirements in 16 CFR 1201 and, for wired glass, ANSI Z97.1.

Glazing Publications: GANA Publications: GANA's 'Glazing Manual,' and 'Laminated Glass Design Guide. IGMA Publication for Insulating Glass: SIGMA TM-3000, 'Glazing Guidelines for Sealed Insulating Glass Units.'

Type: Single glass units, tempered at locations as required by Code.

Type: High-performance insulating glass units with low-e coating, tempered at locations as required by code.

Type: Mirror glass units.

Auxiliary Materials: Compression gaskets. Elastomeric glazing sealants. Glazing gaskets. Setting blocks, spacers, and compressible filler rods. Mirror adhesive, top and bottom angles and clips.

**09 Finishes****09 7720 DECORATIVE FIBERGLASS REINFORCED WALL PANELS**

Marlite Symmetrix SmartSeam FRP panels with Sani-coat Sealer

Fiberglass reinforced thermosetting polyester resin panel sheets complying with ASTM D 5319.

Warranty: BlueSky™ Advanced Finishing System: Spray-applied Sani-coat Sealer covers entire panel including grooves and features water-based coatings and controlled, low-temperature inline curing.

Dimensions: Thickness = 0.090" (2.29mm) nominal Width - 4'-0" (1.22m) nominal Length - 10'-0" nominal Square - Not to exceed 5/32" (3.96mm) for 10' (3.0m) panels

Properties: Resistant to rot, corrosion, denting, peeling, and splintering.

Back Surface: Smooth. Imperfections which do not affect functional properties are not cause for rejection.

Front Finish: SYM SS100-G63 White (6" x 3" subway groove configuration)

17. Include soffits as indicated for exposed mechanical ducts and as indicated in drawings .
18. Provide metal framing for soffits.

09 00 TILING

Provide tile: Application: Interiors Interior wall tile over gypsum wallboard. Type: Porcelain tile.

Setting Materials: Manufacturers: [Custom Building Products](#); [Futura Transitions](#); [LATICRETE International, Inc.](#); [PROFLEX® Products, Inc.](#); [Schluter Systems LP](#).

Mortar setting bed. Latex additive.

Thin-set mortar. Latex-Portland cement mortar.

Grout. Latex-Portland cement grout.

#### 096516 FLOORING (Material, Labor, and equipment) per plans, specifications, and the following:

1. Provide and install carpet, vinyl, ceramic tile, and base per room finish schedule and coordinate with interior designer selections. Flooring package to include all units, public spaces, and indicated in finish schedules.
2. Unit Flush Carpet: Bedrooms and Dens, to be stretched over standard 6 lb. pad (except at Type A Units). Carpet: Dream Weaver/1325 Beach Club 1/4379 Spanish Moss.
3. Lobby Office and Leasing Office: CPT Square 50x50cm Milliken/Free Flow/Quartz/Brush QTZ13.
4. Fitness: CPT J&J Flooring/Kinietex/Pop 1816 Verde 1715 border & Flash 1818 Verde 1721 inset, with Base: Tarkett Traditional Wall Base/69 Sterling Silver CG.
5. Stairwells: Garage and Main Floor, floors: Rubber flooring and base. 2<sup>nd</sup> and 3<sup>rd</sup> floor: CPT Broadloom (Philadelphia/Dateline Today 54823/00515 Full Broadcast with wood base.
6. Vestibule and Side Entrances, to receive Walk Off CPT, Milliken/Obex/CuX Contour/CNX27 Grey (walk off) and LVP Milliken/Plank 7"x48"/Living Connections/East Town-Skyline.
7. 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Floor- VCT flooring- Tarkett Azrock Collection/V-2602 Country Olive and V2616 Lagoon, in all mechanical and storage rooms. Provide vinyl base with concrete in mechanical at main floor, and lower garage.
8. Common rooms/area in Parking garage to receive vinyl base.
9. Units: LVP, Milliken/Plank 7"x48"/Living Connections/12 mil. Kitchen, Living Room, Laundry, & Baths- Area A: East Town District EAS220. Area B: East Town Skyline EAS219.
10. Community room floor to be LVP Milliken/Plank 7"x48"/Living Connections/East Town-Skyline.
11. Standard floor preparation as required; excessive floor prep must be discussed before proceeding. Standard floor preparation involves cleaning the concrete surface to remove contaminants, dust, adhesives, curing compounds, and debris. It may also include patching small holes and minor leveling. Excessive floor preparation includes more involved processes like mechanical scraping of adhesive, applying a sealer to prevent re-cracking, grinding the subsurface, bead blasting, applying a leveling agent, or leveling the substrate.
12. Provide all vinyl transitions, metal edging, tack strip, fasteners, glue/adhesives, etc. for complete flooring installation.
13. Review with interior designer for coordination
14. Furnish equipment and labor necessary to unload and set all material for this bid section.
15. Provide alternate flooring selections for value engineering.
16. Provide sound pad throughout units.
17. Gathering Space: CPT Milliken/Six Pack 1051/SP5\_119-200and SP5\_153-25.
18. Provide vinyl base-Tarkett Traditional Wall Base/69 Sterling Silver CG.
19. Mail and Parcel: CPT Squares 50x50cm Milliken/Free Flow/Fog/Brush FOG13.
20. 3<sup>rd</sup> Floor Sky Lounge: CPT Squares 50x50cm Milliken/6 Pack 101/Sp1\_161-198-200 and LVP Milliken/Plank 7"x48"/Living Connections/East Town-Skyline.
21. Trash Room: Garage Level-Epoxy. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Floors: VCT Tarkett Azrock Collection/V-2602 Country Olive and V-2616 Lagoon.
22. Corridors: CPT Planks 25cm1m Milliken/Free Flow/Fog in Brush 13, CPT Squares 50x50cm Milliken/Free Flow/Foundation in Brush 13. Additional colors in Unit Entrance Alcoves: Lyeum Ultramarine & Verde.
23. Elevator: LVP Milliken/Plank 7"x48"/Living Connections/Est Town-Skyline.
24. Bike Storage and Move-in Corridor: VCT Tarkett Azrock Collection/V-2602 Country Olive and V-2616 Lagoon. Base: Tarkett Traditional Wall Base/69 Sterling Silver CG.

#### 099123 PAINTING & WALL COVERING (Material, Labor, and equipment) per plans, specifications, and the following:

1. All priming and painting including but not limited to walls, ceilings, hollow metal doors and frames, pipe bollards, etc.
2. Paint HM doors and frames
3. Paintable caulking around all inside door frames, window frames, and A/C sleeves.
4. Painting to include one tinted primer coat and 1 finish coat. Ceiling: Bright White Sherwin Williams SW7007. All Unit walls to be Sherwin Williams SW7030 Anew Gray. Corridor to have two colors.
- Gypsum Drywall Walls and Ceilings: Satin. System: 1 coat latex primer, 1 coat latex finish
- Wood for Painted Finish: Satin. 2 coats latex enamel
- Wood for Transparent Finish: Satin. System: 1 coat water base sealer
- Wood for Stain Finish: Satin. System: 1 coat water base wood stain
- Concrete Walls: Satin. System: 1 coat latex primer, 1 coat latex finish
- Ferrous Metals: Semi System: 1 coat rust-inhibiting primer. 1 coat latex enamel
- Galvanized Metal: Semi. System: 1 coat galvanized metal primer. 1 coat alkyd enamel
6. Common space wall color different than ceiling. Include two accent walls in each space.
7. Garage paint walls. Paint stall numbers on wall, for parking spaces. Paint Columns with two colors.
8. Paint 2 Precast/CMU walls in car wash
9. Sand walls after prime coat
10. All other painting as shown on the plan.
11. Paint gas piping and fire sprinkler lines in the garages.
12. Paint fire sprinkler risers, in the stairwells.
13. Review, with interior designer, for plan details.
14. It is the responsibility of the painting contractor to verify with the superintendent that the taping and wall finish is acceptable before painting begins.
15. Not used.
16. Touch-up pre-finished wood and putty all finish nail holes.
17. Provide Behr Premium concrete stain; color to match adjacent surface, for concrete foundation at drive under garage.

#### 10 Specialties

101423 SPECIALTY ITEMS (Material) per plans, specifications, and the following:

1. Provide Moen "Genta" Series/Brushed Nickel, unit bathroom accessories. To include TP dispenser, towel bar, towel ring, curved shower rod, and hooks (also include those near entry doors).
2. Provide one 18"/36"/42" grab bar set for ADA unit restroom.
3. Provide interior sign package to include Unit numbers, public rooms, mechanical rooms, stair towers, floor directories, etc.
4. Building directory in vestibule.
5. Not Used.
6. Not Used.
7. Exterior signs: Monument sign, see Architectural drawings for details. (See Civil site plan for location)
8. Not Used.

10 55 13 Central Mail Delivery Boxes Florence Corporation Versatile 4C Mailbox Suites. Mailbox in main lobby- sized per drawing layout.

#### 11 Equipment

113100 Residential Equipment (Material, Labor, and equipment) per plans, specifications, and the following:

1. Residential appliances for each unit, common and community rooms, to be Energy Star rated and include the following.
2. Refrigerator: Whirlpool Model: WRK31SSNHM. Refrigerator with ice makers.
3. Amana AER6603SMS, 5 burner smooth top electric range with self-cleaning ovens.
4. Range with front controls for ADA unit. ADA units to have slide in stove or one to fit 34" high cabinetry.
5. Provide connection cords/hoses for all appliances.
6. Dishwashers, Amana ADB 1400AMS. ADA units to fit underneath 34" countertop height. Provide cords and install kit for granite.
7. Microwave, Amana AMV2307PFS, installed in cabinet. Hood and countertop microwave for ADA units.
8. MagicPak units and sleeves as shown on plan.
9. Appliances to be stainless steel in color.
10. Stackable washer and dryer or side by side as shown in each apartment unit. White in color. Include cords and hoses.
11. Appliances in ADA units to be compliant.
12. Leak tray under washers.
13. Furnish equipment and labor necessary to unload and set all appliances.
14. Whirlpool WR532SSDHZ refrigerator
15. Hauslane, chef Series Range Hood WM-739, European Style Kitchen Extractor, 30" Contemporary, by Chef Kitch Online, LLC/Houzz.

#### 12 Furnishings

122113 Window Treatment (Material, Labor, and equipment) per plans, specifications, and the following:

1. Heritage 2 in. Aluminum blinds at all windows.
2. Graber G-85 Vinyl Vertical blinds at all patio doors.

#### 13 Special Construction

13 19 19 Animal Washing Tubs- Flying Pig Grooming 50" Stainless Steel Grooming Bathtub, Item #FP701

#### 14 Conveying Equipment

142400 Elevator Systems (Material, Labor, and equipment) per plans, specifications, and the following:

1. Provide and install two (2), four-stop, 4 front and 2 rear doors, 3500lb., Schindler elevator. Door opening 42" minimum.
14. Travel speed of 150 feet per minute.
3. Elevator to be machine-room less type.
4. Elevator to be three-phase powered.
5. Verify all dimensions before fabrications.
6. Provide shop drawings and all information on steel support and anchoring required.
7. Not Used.
8. Elevator must have standby emergency power – please coordinate with the electrical design-build contractor.
9. Minimum cab size to accommodate a 24"x84" stretcher, 6'-8" clear width and 5'-6" clear depth.
10. Provide Field installed Vinyl Accent Logo/branding on elevator doors, to be determined by Owner.
11. Exterior Cab doors: E035 Cleveland Stain
12. Interior Cab doors and Front returns: Brushed stainless steel 441
13. Cab Side Walls and Rear Walls: Laminate Long Beach Blue
14. Ceiling and Lighting: 6 LED down light-round spots
15. Cab Ceiling Finish: Stainless Steel 441
16. Handrails: straight rectangular brushed aluminum. Installed on side and rear walls.

14 91 82 two (2) Trash Chute Wilkinson-Hi-Rise 24" Chute, 16 Ga. Trash chute venting must be 4' higher than any adjacent roof/soffit. The vertical venting area must be equal to the cross-sectional area of the chute, after the lid is in place and secured.

210000 FIRE PROTECTION-DESIGN BUILD (Material, Labor, and equipment) per plans, specifications, and the following:

1. Provide material, labor, and equipment to install a complete fire suppression system per NFPA 13 requirements. Comply with all state and local code requirements.
2. Install all pipe, fittings, hangers, sprinkler heads, backflow preventer, flow switches, tamper switches, valves, air compressor, etc. required.
3. Install return air plenum sprinkler pipe material where required.
4. Provide standpipe drops at required locations including stairwells.

5. Areas subject to freezing to be protected by a dry system or alternate system and remainder of the building to be protected by a wet system.
6. Provide protection at canopies and decks as required per code.
7. Coordinate with city to obtain a flow test to be used as a basis for your proposal and design.
8. Sound caulk around all areas that material penetrates through sound insulation walls.
9. Fire caulk around all areas that material penetrates through fire rated walls.
10. Before installation of sprinkler system, verify locations with electrician and HVAC contractors to avoid conflicts with their work.
11. Fire Department connection.
12. Furnish shop drawings and product samples for owner approval.
13. Furnish equip and labor necessary to unload and set all material for this bid section.
14. Include all specialty permits, plans and approvals required.
15. Alternate: Cost Deduct to omit sprinkler heads at the decks.
16. White semi-recessed pendant sprinkler and horizontal sidewall sprinkler heads.

220000 PLUMBING-DESIGN BUILD (Material, Labor, and equipment) per plans, specifications, and the following:

1. Provide material, labor, and equipment for a complete design/build plumbing system including but not limited to the following.
2. Contractor shall coordinate routing of all piping, ductwork, and equipment to be furnished will fit within the available space.
3. Contractor shall coordinate with other trades for installations.
4. Water meter(s) and valve(s). Provide deduct meter and stub out for lawn irrigation.
5. Gas piping for entire project. (Water heaters, boilers, mechanical units).
6. Install gas line and timers to grills on grade level and one Fire pit, to be located.
7. Dig and compact all plumbing trenches.
8. Water service to be stubbed up above finished floor by site utility contractor.
9. Pipe insulation on all supply lines and per code.
10. Install blocking as required for fixtures or equipment.
11. Caulk around plumbing fixtures.
12. Water piping materials to meet code specifications.
13. Waste main, and venting to be scheduled 40 PVC.
14. All plumbing fixtures including but not limited to sinks, faucets, water closets, laundry tubs, bathroom tubs, drinking fountain, and accessories.
15. 3 Bed 2 Bath Units Kitchen Sink: Houzer BCD-3322, Bellus 33" Double Basin Drop In 18 Gauge Stainless Steel Kitchen Sink w/ 60/40 Split, Gasket Strainer and basin rack.
18. Unit Kitchen faucets to be gooseneck faucets with pull out spray option: Phister G529-PF2S, Stainless Steel, or similar.
19. Remaining Unit Kitchen Sinks, except Type A Unit: Kraus KTM32, 33-1/8" Drop In 60/40 Doble Bowl 18 Gauge Stainless Steel.
20. Dring fountains in corridor to also have bottle fill station.
21. Provide floor drains in the mechanical room and where required by code.
22. Coordinate floor drain elevation with flooring contractor, concrete contractor, and GC superintendent.
23. Toilets are to be tank type (High-Efficiency 1.28 gpf) Mansfield (ADA compliant) or equal.
24. Cultured marble/quartz/granite tops in these areas sinks and tops supplied by others.
25. Fiberglass bathtubs with integral fiberglass surrounds. (Handicapped per plans.) Salo brand with backing. Unit Shower Kits: Pfister Pfirst LJ89-030-K valve, Diverter Tub Spout, showerhead, and associated trims, Brushed Nickel. Unit Baths: Pfister LF-142-800K, Brushed Nickel. 26. Fiberglass showers with glass shower doors where shown on the drawings. (if applicable)
28. All valves shall be tagged and labeled.
29. All piping shall be labeled.
30. Sump pump for elevator pit and drain.
31. Gas hot water heaters to be sized for the building use, vent as required.
32. Recirculating pumps to be installed on hot water mains. Mains to run on first floor and unit plumbing is to be stacked.
33. Washer boxes at laundry.
34. Water supply boxes for refrigerators.
35. Installation of commercial grade exterior hose bibs.
37. Car Wash. Gas fired instantaneous water heater to serve - hot and cold with timer which includes two (2) 24-volt solenoid valves, a 15-minute timer and a Woodford 67C freeze proof hose bib (hot, cold).
38. Water supply to dog wash station.
39. Review plans with interior designer, for details.
40. All water piping, drains, piping, and vent piping.
41. Plumbing modifications to accommodate addition of future water softener. Provide Alternate.
42. Provide radon venting per plan. (not required at drive under parking)
44. Install return air plenum material where required.
45. Sound caulk around all areas that material penetrates through sound insulation walls.
46. Fire caulk around all areas that material penetrates through fire rated walls.
47. No plastic piping shall penetrate fire rated walls.
48. Provide condensate drains as required for mechanical and refrigeration equipment.
49. Verify with GC, Project Manager, and architect plans on any chases required before project begins.
51. Certified drawings for approvals.
52. All permits and approvals required.
53. Submittals.
54. Furnish equipment and labor necessary to unload and set all material for this bid package.
55. Community Room, Gathering, Sky Lounge, Type A Unit Kitchen Sink: Elkay ELDSF36279DBG, Dart Canyon 32-7/8", Farmhouse Single.
56. Common Area Bar Sink, Kohler K-8223-CM4 Cairn 15-1/2" Undermount Single Bowl.

230000 HVAC-DESIGN BUILD (Material, Labor, and equipment) per plans, specifications, and the following:

1. Provide material, labor, and equipment for a complete design build HVAC system including but not limited to the following.
2. Contractor shall familiarize themselves with the Architectural, Structural, and civil plans.
3. Contractor shall coordinate routing of all piping, ductwork, and equipment to be furnished will fit within the available space.
4. Magtepak heating/cooling system in apartment units and other locations, with 24-volt thermostats.
6. Thr wall AC units by others.
7. Boilers to be high efficiency (Laars Brand or similar) plus with temperature controls, gas piping, and venting. Supply intake grille with dampers. (If applicable)
8. Cabinet unit heater and thermostat in the vestibule and stairwells (Hot water).
9. Forced air furnaces, air conditioning, and ventilation for public spaces and corridors. Include conditioning of stairwells. (Daikin brand or similar)
10. Unit heaters and exhaust system at interior garage areas. (Unit heaters Reznor or similar)
11. Unit heater and exhaust in car wash area.
13. Exhaust ducting for dryers, include exterior louvers to match siding colors.
14. Insulated supply ductwork throughout.
15. Provide and install ceiling mount and back draft damper for the elevator. Size as required.
16. Radiation dampers and fire dampers as required.
17. Provide and Install low-sone bath fans (approximately 1.5 Sones) exhausted to the exterior. Provide bath timer so fans DO NOT run 24/7.
19. Certified engineered mechanical plans.
20. All supply and return ductwork as required. Insulated as required, condensate drain piping, fire dampers if required, dampers, louvers, supply and return grilles, registers, etc.
21. Provide shop drawings and cut sheets on layout and materials being used for approval by the GC.
22. Provide flashing and/or sealants at building envelope penetrations.
23. Cover the ends of the ductwork during construction to help control the dust entering inside.
24. Provide rough-openings w/in one week of being awarded contract with all required rough openings.
25. Inform superintendent of areas that drywall should be installed before HVAC rough in due to minimal space.
26. Install return air plenum material where required.
27. Sound caulk around all areas that material penetrates through sound insulation walls.
28. Fire caulk around all areas that material penetrates through fire rated walls.
29. Certified drawings for approvals.
30. Include all permits, inspection fees, and approvals as required.
31. Furnish equipment and labor necessary to unload and set all material for this bid package equipment.
32. Provide air handlers to provide fresh air into each apartment unit. Provide continuous running or two-stage bath fan to balance supplied air. Bath fans must be low-sone.

260000 ELECTRICAL-DESIGN BUILD (Material, Labor, and equipment) per plans, specifications, and the following:

1. Complete design-build electrical package including but not limited to the following:
2. Contractor shall familiarize themselves with the Architectural, Structural, and civil plans.
3. Contractor shall coordinate routing of all piping, wiring, and equipment to be furnished will fit within the available space
4. Temporary electrical service. Provide temporary distribution panel(s) and banks of outlets on each floor. Temporary outlets to be circuited to allow ample power to accommodate fans, heaters, and power tools. Connect power to job site trailer. Provide OSHA compliant temporary lighting for the duration of construction.
5. Provide one pole light to be located by jobsite trailer and temporary site lighting to be mounted on the building once building is framed. To be controlled by a photo eye.
6. Coordination with the electric company for service install and transformer location.
7. Provide all service and distribution equipment, electrical panels, sub-panels, and breakers.
8. Each unit is to be metered separately and one house meter. Include breaker locks to each meter socket and to main switch gear.
9. Breaker panel labels shall be typed.
10. Wiring to mechanical equipment. Including low voltage.
11. Wiring to apartment elevator system.
12. Furnish equipment and labor necessary to unload and set all material for this bid package.
13. Wire power supplies for FOB access control. Exterior doors to have Schlage electronic locks that are controlled by the FOB system.
14. Wire Magic Pak HVAC and thru wall AC units (If applicable).
15. Wall packs may be used on the building to accommodate site lighting. All site lighting must meet city requirements.
16. Site lighting to maintain a minimum of 1 FC with no areas having less than .5 FC's. Locations of lights shown on the building elevations are for design intent. Conduct a lighting analysis. Provide one receptacle per light pole.
17. Provide 12 lamp posts with decorative fixture for path lighting.
18. Install light poles on entrance road to provide lighting at drive.
19. Wire monument sign. (see site plan)
20. Garage to receive duplex wall receptacle and power for overhead door operator.
21. Detached garages.
22. All exterior lighting controlled with photocell and time clock override.
23. Outlet in units to be per code. Include two switched outlets in each living room space.
24. Provide (1) outlet with (2) USB charger in each kitchen, bedroom, and den (for studios add by bed)
25. Decorative light fixtures, coordinate/review with interior designer, in units where a table is shown there should be an additional light fixture figured in that location. Listed under lighting allowance.
26. Include surface mounted LED light fixtures in mechanical rooms.
27. Any public room lighting to be controlled with motion sensor.
28. Corridor, Common Area, and Unit Ceiling lighting to be LED disk lights, coordinate/review with interior designer.
29. All electrical material and wiring are to be rated for its use.
30. Identify switch locations on submittal drawings.
31. Wire electric fireplaces in common areas. (See Plans)
32. All exit, emergency lighting, and egress remote head, with battery back-up, as required.

33. Review and coordinate with interior designer, for details.
34. Complete fire alarm system including but not limited to, smoke detectors, panel at entry, manual pulls, flow and tamper monitors, duct detectors and remotes, sounder bases and detectors, strobes, horn strobes as required by code.

35. No back-to-back electrical fixtures or receptacles to help control noise from room to room.
36. Provide design build lighting and locations on plans.
37. Sound caulk around all areas that material penetrates through sound insulation walls.
38. Fire caulk around all areas that material penetrates through fire rated walls.
39. Install all blocking for electrical work.
40. Certified plans for approvals.
41. Electrical permit and approvals as required.
42. Submittals.
43. All other electrical work not shown on the drawings.

#### 270000 Communications

1. Provide and install a call system from the vestibule to each individual unit with electronic lock control of interior vestibule door.
2. Wire phone system for building and terminated in 1st floor mechanical room. Include a phone jack in each kitchen area and one per bedroom. Phone lines are to be terminated into punch down blocks in the mechanical room. (1) Media panel in each unit with 120-volt receptacle. 1 run back to central location.
3. Provide CAT 6 wiring for cable and internet service. Provide to locations in each living room area and one per bedroom. All pulled back and terminated in 1st floor mechanical room. One Cat 6 home run per unit, terminate in wall patch panels.
4. Alternate Price: Provide analog camera system with 24 cameras, DVR, and monitor.
5. Sound caulk around all areas that material penetrates through sound insulation walls.
6. Fire caulk around all areas that material penetrates through fire rated walls.
7. Install all blocking for electrical work.

#### 28 Electronic Safety and Security

#### 310000 Earthwork

(Material, Labor, and equipment) per plans, specifications, and the following:

1. Contractor shall familiarize themselves with the Architectural, Structural, and civil plans.
2. Review soil boring reports and follow recommendations as required.
3. Clear, grub, and remove organic topsoil from the building, parking, and drive areas. Stockpile, redistribute, and rough grade at landscape areas. Import/export topsoil as required.
4. Use black dirt where possible to exchange excess topsoil for fill material.
5. Provide sand cushion below all concrete slabs.
6. Complete any recommended soil corrections per GC testing agencies report.
7. Backfill back edge of concrete curb and bituminous pavement.
8. Excavate, backfill, and compact for footings and foundation, detached garages, and dumpster enclosures.
9. Excavate and final grade drainage ponds. Seed and blanket slopes for stabilization as required per civil plan.
10. Install berm per plan along property lines. Seed and blanket slopes for stabilization as required per civil plan.
11. Final grade for the building slab, exterior concrete, parking lot, drives, and site grade contours. Import/Export fill material as required.
12. Prep for curb and gutter, sidewalks, and slabs.
13. Prep for concrete slab at sport court.
14. Install pea rock to dog run area.
15. Provide per yard unit pricing to import or export fill material and topsoil material; in case any changes are made to the final civil drawings or contaminated soils are encountered. Unit price is to be figured placed and compacted.
16. Unit pricing for possible buried concrete and buried rubble if needed to be removed.
17. Import or export material as required to meet new site elevations.
18. Install and maintain temporary erosion/sediment control and utility protection until project is complete. Includes silt fence and rock construction entrance.
19. Provide, Install, and maintain safety fence and/or barricades at open excavations.
20. Interior and exterior concrete slabs are to receive a 6" compacted granular base.
21. Install rock that meets erosion mitigation requirements under entire "livable", first floor, units (Omit if drive under parking is planned for-provide sand cushion under garage areas)
22. Install drain tile and sump basket for elevator pit. Sump basket to be in mechanical room. Basket depth to be approximately 7'. (verify with GC)
23. Removal of temporary erosion/sediment control, and utility protection at the completion of project.
24. Provide concrete washout areas.
25. Any required temporary seeding and erosion control blanket.
26. No change orders will be allowed for importing or exporting material unless required due to architect/engineer revisions.
37. Use shallow footing detail, as allowed, for interior footings, unless noted otherwise.

#### 32 Exterior Improvements

321216 PAVING (Material, Labor, and equipment) per plans, specifications, and the following:

1. Provide, place, and compact granular base at both Heavy Duty and Light Duty pavement sections.
2. Sweep lot and apply tack coat between lifts.
3. Temporary barricades in this area during paving work as required.
4. Parking lot striping and markings, color is to be selected by owner.
5. Install required handicap parking signs.
6. Provide price to install striping and markings in garage areas.
7. Provide alternate to patch asphalt where utility work occurs in existing asphalt.
8. Saw cut existing bituminous at any existing paving as required for a clean transition.

321313 SITE CONCRETE (Material, Labor, and equipment) per plans, specifications, and the following:

1. Concrete curb and gutter as shown on the plan.
2. Provide driveway aprons on property and adjacent roadways, as required.
3. 4" thick sidewalks and courtyard walking trail. Sidewalks to be thickened edge and curb faced where required.
4. 4" thick concrete sport court, dog run (1/8"/foot, positive slope, midway, each direction).
5. 4" thick with thickened edge concrete for main patio. To be stamped and colored with multi-step coloring system.

323113 FENCING (Material, Labor, and equipment) per plans, specifications, and the following:

1. 6' Tall chain link fence with black vinyl coating to be installed at dog run area. Include an approximately 8' x 8' enclosure that will separate the entrance gate from the remainder of the run. There will be another gate from this enclosure to the dog run. Total of (2) gates.

329200 LANDSCAPING (Material, Labor, and equipment) per plans, specifications, and the following:

1. Provide all trees, shrubs, mulch, weed barrier, edging, sod, seed, and erosion blankets/mulch.
2. Fine grade all areas to receive landscaping, and sod.
3. 3' minimum, rock (3/4" limestone) border around the perimeter of the building.
4. Plantings per the landscape plan.
5. Do not include any Flexamat Material. Install Category 3 erosion control blankets.
6. Any wash out areas are to be corrected as required to meet plan requirements.
7. Maintain work per the specification requirements.
8. Install SOD on entire site, except for the retention pond. Alternate price per SY to reduce to seed.
9. Install a complete irrigation system for all new plantings, grass, and sod. Irrigation system to cover pond slopes and ditch areas.
10. Install all sleeves as required for irrigation system before concrete and bituminous is in place.
11. Landscaping is included in any boulevard areas and ditch area in road right-of-way.
12. Fire pit and grilling areas to be gas, hard piped.
13. Submit irrigation and landscape plans for approval.
14. Provide shop drawings and cut sheets on layout and materials being used for approval by the GC.
15. Furnish equipment and labor necessary to unload and set all material for this bid section.

330000 SITE UTILITIES (Material, Labor, and equipment) per plans, specifications, and the following:

1. Installation of all new site utilities per plans. Work must meet city requirements
2. Contractor shall familiarize themselves with the Architectural, Structural, and civil plans
3. Install Sanitary Sewer connection brought within 5' of building foundation. Coordinate with mechanical/plumbing contractors.
4. Install water service and split outside of building foundation for fire sprinkler system and Domestic water. Water service to be brought inside the building 18" above finished floor
5. Not used.
6. Demolition and patching of all parking lots and roads as required for installation of new utilities. Streets repairs must meet City requirements. Traffic control as needed.
7. Install tracer wire at all utilities.
8. Provide and Install Storm sewer structures and pipe.
9. Provide and Install area drains, piping, TOA system with perforated pipe per layout.
10. Pumping and dewatering if required.
11. Cleanouts per plan and code requirements.
12. Insulation over pipes as required.
13. Any additional utility works the city may require shall be brought up during the bidding phase.
14. Pressure testing and chlorinating lines as required.
15. All permits required.
16. Furnish equipment and labor necessary to unload and set all material for this bid package.