

**Sampson Construction Co., Inc.**  
**3730 South 14<sup>th</sup> Street**  
**Lincoln, NE 68502**  
**Phone: (402) 434-5450**  
**FAX: (402) 434-5466**

**Bid Bulletin #01**

PROJECT: Baldwin Filters Distribution Facility (Bid Package #02)  
Kearney, NE

DATE: October 17, 2013

This Bid Bulletin includes items 1-1 through 1-13. Each item shall be fully incorporated into the Bidding/Contract Documents and have the same force and effect as though originally included. Bidders shall acknowledge receipt of this Bid Bulletin on the bid form.

- Item 1-1      **Specification section 00 01 30- Instructions to Bidders**  
Add to project manual specification section 00 01 30 Instruction to Bidders in its entirety
- Item 1-2      **Specification section 00 01 40- Summary of Work**  
Add to project manual specification section 00 01 40 Summary of Work in its entirety including sections:  
                  #02A- Electrical
- Item 1-3      **Specification section 00 01 50- Preliminary Project Schedule**  
Add to project manual specification section 00 01 50 Preliminary Project Schedule in its entirety
- Item 1-4      **Specification section 00 01 60- Bid Form**  
Add to project manual specification section 00 01 60 Bid Form in its entirety
- Item 1-5      **Specification section 00 51 00- Sample agreements**  
Add to project manual specification section 00 51 00 Sample Agreements in its entirety
- Item 1-6      **Specification section 00 52 00- Storage Agreement**  
Add to project manual specification section 00 52 00 Storage Agreement in its entirety
- Item 1-7      **Specification section 01 20 00- Project Meetings**  
Add to project manual specification section 01 20 00 Project Meetings in its entirety
- Item 1-8      **Specification section 01 29 00- Applications for Payment**  
Add to project manual specification section 01 29 00 Applications for Payment in its entirety
- Item 1-9      **Specification section 01 31 00- Project Management & Coordination**  
Add to project manual specification section 01 31 00 Project Management & Coordination in its entirety
- Item 1-10     **Specification section 01 50 00- Construction Facilities & Temporary Controls**  
Add to project manual specification section 01 50 00 Construction Facilities & Temporary Controls in its entirety

Item 1-11 Bidders can access architectural and structural drawings per the Sampson Construction website as noted below. Please be advised these drawings are being provided for bidders to determine building heights, joist spacing, etc. Any electrical information shown on these drawings is not applicable to bid package #2.

Sampson Construction On-Line Plan Room:

[www.sampson-construction.com](http://www.sampson-construction.com)

Click on "Login" in the upper right hand corner

Username: bp132user

Password: bfk

**\*\*Once in the plan room click on the Files tab\*\***

Item 1-12 Bidders are notified that the height of the building between gridline 1-8 and gridline A-K will be lowered by 10'-0".

Item 1-13 Bidders are notified that the slab bounded by gridline 8 on the north, gridline 16 on the south, halfway between gridline A&B on the west side, and halfway between gridline H&J on the east side will contain geopiers under the slab approximately at 8'-0" on center each way.

END OF BID BULLETIN #01

## **Bidding Requirements**

### **1. Definitions**

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the Bid Form, the Project Manual, and other sample Bidding and contract forms. The proposed Contract Documents consist of the Form of Agreement between the Owner, Construction Manager and Subcontractor, Conditions of the Contract (General, Supplementary and Other Conditions), Drawings, Specifications, and all Addenda issued prior to execution of the Contract.
- B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2007, or in other Contract Documents, are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- D. A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or deleted for sums stated in Alternate Bids and Unit Prices.
- F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents and the Specifications, is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or labor as described in the Bidding Documents.
- H. A Bidder is a person or entity that submits a Bid.
- I. A Sub-Bidder is a person or entity that submits a Bid to a Bidder for materials or labor for a portion of the Work.

### **2. Bidder's Representations**

- A. Each Bidder by making his Bid represents that:
  - 1. The Bidder has read and understands the Bidding Documents and his Bid is made in accordance therewith.
  - 2. The Bidder has visited the site, has familiarized himself with the local conditions under which the Work is to be performed, and has correlated his observation with the requirements of the proposed Contract Documents.
  - 3. The Bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.

## 00 0130-INSTRUCTIONS TO BIDDERS

4. The Bidder will not later request and will not later expect to receive additional payment for work related to conditions which can be determined by examination of the site and the Bidding Documents.
5. The Bidder guarantees that the prices quoted have been arrived at without collusion with other eligible Bidders and without effort to preclude the Owner from obtaining the lowest competitive price.

### **3. Bidding Documents**

- A. Bidding Documents will be distributed as indicated in the Invitation to Bid.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner, the Construction Manager, nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. The Owner or the Architect in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- D. Plans, specifications, and addenda will also be on file for the use of Subcontractors and material suppliers as shown on the Invitation to Bid.

### **4. Interpretations and Substitutions**

- A. Bidders and Sub-Bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency, or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- B. Bidders and Sub-Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which must reach the Construction Manager at least four business (4) days prior to the date for receipt of Bids. All questions are to be directed to Ben Huck with Sampson Construction: (402) 434-7425 (FAX) or e-mail at [ben.huck@sampson-construction.com](mailto:ben.huck@sampson-construction.com)
- C. Reference in the specifications to any product, material, type, or form of construction shall establish a minimum standard of quality and shall not be construed as limiting competition. Reference to standard specifications for basic materials shall not be modified for any substitutions proposed. Proposed substitutions shall be submitted by the Bidder to the Architect in writing no later than ten business (10) days prior to Bid Date. A copy of the substitution request must also be given to Sampson Construction. The submittal shall clearly describe the substitution for which approval is requested, including all data necessary to demonstrate acceptability. A statement setting forth the changes in other materials, equipment, or other portions of Work, including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included in the submittal. The burden of proof of the merit of the proposed substitution is on the Bidder. Substituted equipment, material, product, etc. shall be rejected, if upon the review of the shop drawings, they are found to be in non-compliance with the specifications or the work. When a substituted equipment, material, product, etc. requires a change in the assembly, connection, hookup, etc. of another trade, the Bidder shall be responsible for the entire cost of all other changes required to make the substituted equipment, material, product etc. a complete and operable system. All acceptable

## 00 0130-INSTRUCTIONS TO BIDDERS

substitutions will be approved in Addenda prior to bid Date. Bidders shall not rely upon approval made in any other manner.

Requests for substitutions other than as qualified above will not be considered.

- D. No substitutions will be allowed subsequent to the Contract Award unless specifically provided for in the Contract Documents.
- E. All interpretations, corrections, or changes of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Bidders shall not rely upon them.

### **5. Addenda/Bid Bulletin**

- A. Notification of Addenda/Bid Bulletins will be made to all that are known to have received a complete set of Bidding Documents. Addenda may be obtained from the office of the Construction Manager.
- B. No Addenda will be issued later than two (2) business days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- C. Each Bidder shall ascertain, prior to submitting his Bid, that he has received all Addenda issued and shall acknowledge their receipt on the Bid Form.
- D. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

### **6. Form and Style of Bids**

- A. Bids shall be submitted on the Bid Form provided without modification, alteration, or reservation and with each space properly filled in by typewriter or manually in ink. Bids not in this form will be subject to rejection.
- B. Bids may be submitted by hand delivery, mail, fax, or email as follows:

If by hand delivery, in a sealed envelope:  
Attention: Sampson Construction - Estimating  
Bid Package # 1  
Summary of Work # \_\_\_\_\_

If by mail, bids shall be enclosed in a separate envelope addressed as stated above with the notation "Sealed Bid Enclosed" on the face thereof. Bids sent by mail must be received by Sampson Construction's Lincoln office no later than bid time. Bids received after set bid time will not be opened.

If by fax, bids may be faxed to (402) 434-7425.

If by email, bids may be emailed to [estimating@sampson-construction.com](mailto:estimating@sampson-construction.com).

## 00 0130-INSTRUCTIONS TO BIDDERS

- C. Bid shall state the total lump sum price to do all Work described in the Bid Documents under a single contract. Dollar amounts shall be stated in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- D. Bidder shall bid all Alternate and Unit Prices requested on the Bid Form. The Bid for Alternate and Unit Prices described in the Bidding Documents shall include all overhead, profit, and the cost of all changes required from Base Bid conditions in order to incorporate such Work described.
- E. Oral or telephonic Bids are invalid and will not receive consideration.
- F. Each Bid shall be executed and signed (with name and title typed below the signature) by and in the name of the Bidder.
  - 1. If signed by an Attorney-In-Fact, there shall be attached to the Bid a Power of Attorney evidencing authority to sign the Bid, dated and executed by all partners of the firm.
  - 2. Bids from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written below corporate name followed by words "By \_\_\_\_\_," Title of office held by the person signing for the corporation shall appear below the signature of the officer.
  - 3. Bids from an individual doing business under a firm name shall be signed in the name of the individual doing business under the proper firm name.

### **8. Modification or Withdrawal of Bid**

- A. Bids may not be withdrawn, modified, or canceled for a period of sixty (60) calendar days following time and date finally designated for the receipt of Bids.
- B. Prior to the time and date finally designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the Party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature and shall be in accordance with the following provisions.
  - 1. Any such written request must be contained in a sealed envelope, which is plainly marked "Modification of Bid on (project title and bid date)."
  - 2. Faxed or emailed modifications must be received prior to the Bid opening time.
  - 3. Modifications must be followed by a written notice from the Bidder, mailed and postmarked prior to Bid opening time, confirming the contents of such telegraphic or telefax modifications.

### **9. Consideration of Bids and Contract Award**

- A. Bids will not be accepted after the actual time and date established for receipt of Bids. Bidders shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids will be opened privately.

## 00 0130-INSTRUCTIONS TO BIDDERS

- B. Owner and Construction Manager shall have the right to reject any or all Bids and further to waive all informalities in bidding when deemed in the Owner and Construction Manager's best interest.
- C. In awarding the contract, the Owner and Construction Manager may take into consideration the Bidder's skill, facilities, capacity, experience, responsibility, previous work record and financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any Bidder to meet the requirements mentioned above may be cause for rejection of the Bid.
- D. Bids shall not be withdrawn for a period of sixty (60) calendar days immediately following the actual date of Bid opening and Construction Manager shall give written notice of the award to the successful Bidder.
- E. Bidder to whom award of Contract is made shall execute an Agreement with the Construction Manager within seven (7) days after written notice of Contract Award.
- F. The Owner and Construction Manager shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided for in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the base Bid and the Alternates accepted.
- G. It is the intent of the Construction Manager to award a contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and irregularities in a Bid received and to accept the Bid, which in the Owner and Construction Manager's judgment is in the Owner and Construction Manager's own best interest.
- H. The low bid, for purposes of award, shall be the bid offered by a responsible bidder offering the low total base bid. Specified bid alternates to the base bid may be included in the bid award at the discretion of the Owner and Construction Manager. A Bidder's failure to provide pricing for specified bid alternates may eliminate the entire bid from consideration.
- I. The Construction Manager, together with the Architect, may interview the apparent low Bidders before contracts are awarded. The interview will enable the Construction Manager or Architect to ask the Bidder questions about materials, labor, duration, scope of work, the Contract Documents, or the Bidder's AIA 305.
- J. In submitting a Bid, Bidder hereby acknowledges that Contracts shall be awarded to the lowest responsible Bidders for all necessary work to complete the Project provided; however, Owner and Construction Manager reserves the right to reject any and all Bids.

### **10. Post Bid Information**

- A. The Construction Manager will prepare and forward two (2) original drafts of the Contractor Agreement to the successful Bidder. Bidder shall return properly executed drafts of these Documents, together with required evidence of insurance and if Performance and Payment Bonds are required, to the Construction Manager within seven (7) calendar days.
- B. If the successful Bidder is doing business in the State of Nebraska under a fictitious name, he shall furnish at no cost to the Owner, if requested, a properly certified copy of his current Certificate of Registration of Fictitious Name from the State of Nebraska, and such certificate

## 00 0130-INSTRUCTIONS TO BIDDERS

shall remain on file with the Owner. No contract will be executed until the Bidder furnishes such certificate unless there already is on file with the Construction Manager such a current certificate during the period of time for which such current certificate remains in effect.

- C. Any successful Bidder, which is a corporation organized in a state other than Nebraska shall furnish, at its cost, to the Construction Manager a properly certified copy of its current Certificate of Authority and License to do business in the State of Nebraska. No contract will be executed by the Construction Manager until the Bidder furnishes such certificate unless there already is on file with the Construction Manager such a current certificate, in which event no additional certificate is required.
- D. Any successful Bidder which is a corporation organized in the State of Nebraska shall furnish at its own cost to the Construction Manager, if requested, a Certificate of Good Standing issued by the Secretary of State; such certificate to remain on file with the Construction Manager.

### **11. Submittals**

- A. The Bidder shall, within seven (7) calendar days of notification of selection for the award of a Contract for the Work, submit the following information to the Construction Manager:
  - 1. A designation of the Work to be performed by the Bidder with his own forces.
  - 2. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.
  - 3. A list of names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- B. The Bidder will be required to establish to the satisfaction of the Architect, Construction Manager and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- C. Prior to the award of the Contract, the Construction Manager will notify the Bidder in writing if either the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner, Construction Manager or Architect has reasonable objections to a proposed person or entity, the Bidder may, at the Bidder's option:
  - 1. Withdraw the Bid; or
  - 2. Submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution.
  - 3. The Owner and Construction Manager may accept the adjusted Bid price or disqualify the Bidder.
- D. Persons and entities proposed by the Bidder and to whom the Owner, Construction Manager and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Construction Manager.

**12. Bond Requirements (Per Alternate Bid)**

- A. If the alternate is approved, the Bidder shall furnish the following AIA surety bonds:
  - 1. Performance Bond – To cover the faithful performance of the Contract.
  - 2. Labor and Material Payment Bond – To insure payment of all obligations arising under the Contract.
- B. The cost for furnishing such bonds shall be included in the Alternate Bid.
- C. Bonds shall be written by a surety acceptable to the Owner and Construction Manager.
- D. The Bidder shall deliver the required bonds to the Construction Manager no later than the date of execution of the contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the work, submit evidence satisfactory to the Construction Manager that such bonds will be furnished and delivered in accordance with this Subparagraph D.
- E. Unless otherwise provided, the bonds shall be written on AIA Documents A312, Performance Bond and Payment Bond, as amended and modified. Bonds shall be written in the full amount of the Contract Sum and list the Owner and Construction Manager as dual obligees.
- F. The bonds shall be dated on or after the date of Contract.
- G. The Bidder shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

**13. Form of Agreement Between Owner, Construction Manager and Subcontractor**

- A. The Agreement for the Work will be written on the form of agreement included in the Bidding Documents.

**14. Time of Contract Completion**

- A. Contract Completion shall be pursuant to the Milestone Schedule provided by the Construction Manager.
- B. Each successful Bidder shall coordinate its Work with the work of other Contractors through the Construction Manager. Each successful Bidder shall schedule their work in compliance with the construction Milestone Schedule and perform their Work within the specified construction time envelope.

## SECTION 00 01 40 - SUMMARY OF WORK: #02A- ELECTRICAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. All Drawings, Specifications, Addenda, Bulletins and general provisions of the Contract, including Bidding And Contract Requirements (Division 00) and General Requirements (Division 01) of the Specifications, apply to this Section.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Provide all labor, material, equipment, supervision and other items necessary to complete the following sections:

- Division 26- Electrical
- Division 27- Communications
- Division 28- Electrical Safety & Security (section 281643 is not included)

Contract specifically includes, but is not limited to the following:

1. All permits, bonds, licenses, sales tax (as applicable), and applicable fees as required.
2. All submittals and shop drawings shall be submitted to the Construction Manager within 30 days unless noted otherwise or required by contractually agreed upon schedule.
3. All closeout procedures, documentation, and warranties as required.
4. Compliance with applicable OSHA and Construction Manager Safety Standards and Regulations, the more stringent will apply to all issues. Coordinate with and promptly act on any safety concerns noted by the Construction Manager.
5. Conformance with all city and local jurisdictional requirements.
6. Connection cost and utility consumption cost for on-site offices shall be by contractor.
7. Contractors will be responsible for taking and maintaining inventory of all received materials for their scope of work throughout the project. Missing items not identified at the time shipment is received will be the responsibility of the contractor to replace at no additional charge to the Owner.
8. Coordinate all tests and inspections.
9. Coordinate inspections / testing as specified per scope of work.
10. Coordinate layout of all work with all other trades before installation.
11. Daily clean-up and any additional clean-up as directed by the Construction Manager, for all material, waste, and debris generated by this scope of work to a dumpster provided by others. No less than every week (Friday) the site will be left clean of all construction debris. This may require full time clean-up personnel.
12. Include all concrete light pole bases and concrete support for transformers.
13. Overtime, if required, to meet commitment to schedule.
14. Provide all layout requirements for this scope of work.
15. Provide all unloading, material handling and hoisting of own materials.
16. Provide site project management capable of ordering, tracking materials and subcontractors. Project Manager will be required to attend weekly coordination meetings with the Construction Manager and other contractors. During the first month, the Project Manager will be required to attend more meetings to coordinate work.
17. Provide temporary power and lighting for construction. Temporary lighting shall be provided to meet applicable OSHA standards. Maintain temporary lighting for the project (i.e change bulbs). Energy consumption costs paid by others.

- B. Contract Documents were prepared for the Project by Davis Design
1. Project Location: 4400 East Highway 30, Kearney NE 68847
  2. Owner: Baldwin Filters

1.3 WORK SEQUENCE/SCHEDULE

- A. See Milestone schedule for dates affecting this scope of work. A detailed activity schedule will be provided and become part of the Contractor Agreement prior to award of this contract.
- B. Time is of the essence on this project. Contractor/Construction Manager's project schedules will be updated periodically for the benefit and efficiency of all. All updated schedules will be considered agreed upon unless otherwise noted in writing within three days of the receipt of the updated schedule.

1.4 CONTRACTOR USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- B. Smoking: Baldwin Filters does not allow smoking or the use of any tobacco products within its facilities. This applies to contractors and subcontractors.

END OF SUMMARY OF WORK

SECTION 00 01 50- PRELIMINARY PROJECT SCHEDULE

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. This section contains a preliminary project schedule. Schedule is subject to revisions.









**BID FORM**

Owner: Baldwin Filters

Project Location: 4400 East Highway 30, Kearney NE 68847

Construction Manager: Sampson Construction Co., Inc.

Bid Package No. 02

**Summary of Work (please check the box of the bid package you are bidding):**

02A- Electrical

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone/FAX: \_\_\_\_\_

E-mail Address \_\_\_\_\_

*Bid Proposal Amounts:*

The undersigned, having examined the Contract Documents and the site of the proposed Work and being familiar with all the conditions affecting the construction of the proposed project, hereby proposes and agrees to provide and furnish all labor, material, equipment, supervision, and other items necessary to perform and complete, in a workmanlike manner, all Work required by the Contract Documents at the prices stated below. Stated sums include fees, insurance, payroll taxes, and all other charges applicable to materials, appliances, labor, and all charges that may be levied. **This bid includes sales tax.**

In the following proposals, the amounts shall be shown in both words and figures. In the case of discrepancy between the words and the figures, the words shall govern.

*Addenda:*

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addenda:

Bid Bulletin \_\_\_\_\_ Dated: \_\_\_\_\_

Bid Bulletin \_\_\_\_\_ Dated: \_\_\_\_\_

Bid Bulletin \_\_\_\_\_ Dated: \_\_\_\_\_

Bid Bulletin \_\_\_\_\_ Dated: \_\_\_\_\_

Bid Bulletin \_\_\_\_\_ Dated: \_\_\_\_\_

Base bid:

---

(Dollars) (\$ \_\_\_\_\_ )

---

Cost of Performance/Payment Bonds, if required. \$ \_\_\_\_\_

**ALTERNATES:**

- |  |            |              |
|--|------------|--------------|
| 1. LED fixtures (same layout- note 15/E-102A)    | (\$ _____) | (ADD/DEDUCT) |
| 2. LED fixtures (revised layout- note 15/E-102A) | (\$ _____) | (ADD/DEDUCT) |

*Changes in the Work:*

Changes in the work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:

- |  | <u>Not to Exceed</u> |
|--|----------------------|
| a. To Subcontractor for work performed by their own forces.  | 10%                  |
| b. To Subcontractor for work performed by other than their own forces.   | 5%                   |
| c. To Subcontractor's Subcontractor/Material supplier for work performed by Subcontractor's Subcontractor/Material Supplier own forces.            | 10%                  |
| d. To Subcontractor's Subcontractor/Material supplier for work performed by other than Subcontractor's Subcontractor/Material Supplier own forces. | 5%                   |
| ● Fee includes general requirements, all supervision, overhead and profit.   |                      |

*Time of Commencement, Completion, and Damages:*

- a. The Bidder agrees that if awarded the Contract, he will Substantially Complete the Work in accordance with the schedule developed by the Construction Manager.
- b. The Bidder hereby agrees to commence work under the Contract within seven (7) days after the date of a "Notice to Proceed", unless otherwise stipulated in that notice.
- c. Shop drawing submittals shall be assembled immediately upon the Notice to Proceed and forwarded to the Construction Manager within 14 calendar days of said notice.
- d. Time is expressly declared to be of the essence in completion of the Work covered by these Contract Documents, and the Successful Bidder shall be liable for actual damages for delay in completion of Work. Where additional time is allowed under the Agreement for the completion of the Work, the new time limits shall be of the essence of the Agreement.
- e. Substantial Completion of the Work: The undersigned will have the Work ready for either the following Contractor's work or the Final Inspection and Owner's acceptance within the time limit established in the Construction Milestone Schedule.

*General Agreements:*

- a. The Bidder agrees that he has had an opportunity to examine the site of the Work and has examined the Contract Documents, and that he has carefully prepared his proposal upon the basis thereof and that he has carefully examined and checked this Bid and the materials, equipment, and labor required thereunder, the cost thereof, and his figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based and the Bidder agrees that he will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of Bid.
- b. The Bidder acknowledges that the Owner reserves the right to waive informalities and to reject any or all Bids.
- c. The Bidder agrees that Bid shall not be withdrawn or altered for a period of sixty (60) calendar days after the last date scheduled for the submission of Bids.
- d. By signing this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The undersigned Bidder agrees that, when these requirements have been completed, he will execute an agreement with the Owner and/or the Construction Manager on the Agreement included in the bidding documents.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

Name of Firm

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and ZIP

\_\_\_\_\_

By: Signature of Authorized Officer

\_\_\_\_\_

SEAL

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SECTION 00 5100- SAMPLE AGREEMENTS

**PART 1 - GENERAL**

1.1 RELATED DOCUMENTS

- A. Sample agreements for labor and material contracts and material only contracts are contained within this section.

# STANDARD SUB-CONTRACT AGREEMENT

Re: \_\_\_\_\_

Job Number # \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ between «Company», (Subcontractor), and Sampson Construction Co., Inc., (Contractor).

Section 1. Contract Documents. The Subcontractor agrees to perform all work set forth herein in connection with the construction of the \_\_\_\_\_ located at \_\_\_\_\_ hereinafter called the Project, for \_\_\_\_\_, hereinafter called the Owner, in accordance with **plans and specs dated** \_\_\_\_\_ . **Specifically:**

«Division»

«Section1»

«Section2»

«Section3»

Section 3. Payment. (a) The Contractor agrees to pay the Subcontractor for the performance of this Subcontract, as specified herein, the sum of «Total» subject to additions and deductions for changes agreed upon. Partial payments will be made to the Subcontractor each month in an amount equal to \_\_\_\_\_ ( %) of the value, computed on the basis of the prices set forth above, of the quantity, as approved by the Architect, or Engineer, of the Work performed, less the aggregate of previous payments, but such partial payments shall not become due to the Subcontractor until 30 days after the Contractor receives payment for such Work from the Owner. No partial payment to the Subcontractor shall operate as approval or acceptance of work. Upon complete performance of this Subcontract by the Subcontractor and final approval and acceptance of Subcontractor's work by the Owner and Contractor, the Contractor will make final payment to the Subcontractor of the balance due to him under this Subcontract within 30 days after full payment for such work has been received by the Contractor from the Owner. If the terms of this Subcontract provide for the payment for work performed to be on a unit price basis, Subcontractor agrees to be bound by the measurement of the quantity of Work used as a basis for payment to Contractor or in the absence thereof by the Contractor's measurement of the quantity of the Work. The provisions of the Prime Contract, except as they may be inconsistent herewith, will control with respect to measurement of quantities and payment including payment for changes. The actual receipt of payment from the owner is a condition precedent to any obligation of the Contractor to make any payment to the Subcontractor.

(b) The Contractor may deduct from any amounts due to the Subcontractor any sum or sums owed by the Subcontractor to the Contractor; and in the event of any breach by the Subcontractor of any provision of this Subcontract, or in the event of the assertion by other parties of any claim or lien against the Contractor or the premises arising out of the Subcontractor' performance of this Subcontract, the Contractor shall have the right to retain out of any payments due or to become due to the Subcontractor an amount sufficient to completely protect the Contractor from any and all loss, damage or expense therefrom, until the situation has been remedied to the Contractor's satisfaction.

(c) As an express condition precedent to the making of partial or final payment the Contractor will require the Subcontractor to accurately complete the furnished Affidavit identifying all subcontractors and suppliers, if their current or expected amount is greater than \$5,000, and may require the Subcontractor to prove that the work is and will continue to be free and clear from all lawful claims or liens. In connection with the Affidavit, Subcontractor represents to Owner and Contractor that the list is complete and accurate. Subcontractor agrees to use the "Application and Certificate for Payment (AIA Document G702 and AIA Document G703) form for all payments requested.

(d) The Subcontractor shall have no claim against the Contractor as a result of funds delayed or withheld by the Owner in accordance with the Contract Specifications.

(e) If requested, the Subcontractor will submit all required Certified Payrolls, Safety and EEO compliance reports, and other reports required by the Specifications as well as daily manpower, equipment and production reports required.

(f) It is understood that any overtime costs incurred by the Subcontractor to meet their schedule commitments to the Contractor, are the responsibility of the Subcontractor.

(g) The Subcontractor is required to submit reports and submittals, in accordance with the Contract Specifications. Failure to furnish required information may be cause for withholding partial payment until all requirements are met.

Section 4. Prime Contract. The Subcontractor shall be bound to the Contractor by the terms of this agreement and, to the extent that provisions of the Prime Contract apply to the Work of the Subcontractor. The Subcontractor shall assume to the Contractor all of the obligations and responsibilities which the Contractor, by those documents assumes to the Owner as well as other parties. The Contractor shall, to the extent that provisions of the Prime Contract apply to the work of the Subcontractor, pass through to the Subcontractor all of the obligations and responsibilities which the Owner and other parties assume to the Contractor.

Section 5. Changes. The Contractor may at any time, by written order of Contractor's authorized representative, and without notice to the Subcontractor's sureties, make changes in, additions to and deletions from, the Work. The Subcontractor shall promptly proceed with the performance of this Subcontract as so changed so as not to delay the progress of the Work, and pending any determination of the value thereof. Any increase or decrease in the Subcontract price resulting from such changes shall be agreed upon in writing by the parties hereto. But any increase or decrease in the Subcontract price or time shall be subject to the provisions of the Prime Contract between the Owner and the Contractor, and the receipt by the Contractor from the Owner of additional compensation with respect to any such changes. Any claim for adjustment of the Subcontract price and responses to requests for proposals for changes under this section must be made in writing at least within 10 days from the date such changes are ordered or prices are requested and in any event no later than the time required by the provisions of the Prime Contract, with a reasonable amount of time provided to the Contractor to review and forward any such notices. Failure of Subcontractor to deliver such notices in a timely manner shall be deemed a waiver of its right to recover any costs. All deviations from or discrepancies to the plans, specifications, schedule or submittal requirements must be brought to the immediate attention of the Contractor in writing with sufficient details, reference and explanations to permit proper analysis. The Subcontractor agrees to submit cost estimates in complete and full analytical detail as required or requested including itemized detail broken down into labor, equipment and material.

Section 6. Prosecution of Work. (a) The Subcontractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Subcontract in a proper, efficient and workmanlike manner. The Subcontractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available, or at such other time or times as the Contractor may direct, and so as to promote the general progress of the entire construction, shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other Subcontractor. If the Subcontractor fails to prosecute the work as aforesaid, the Contractor shall be entitled to order the Subcontractor, at the Subcontractor's expense, to provide additional work forces, overtime and additional shifts, and to expedite the furnishing of materials, so as to avoid delaying, hindering or interfering with the Work.

(b) The Subcontractor shall at all times afford to the Contractor and the Engineer access to the site and to any shop of the Subcontractor or other place where material is being prepared or stored for the Work and full opportunity for inspection. The Subcontractor shall open for inspection any work or any part of the site, which has been covered up.

(c) The Subcontractor shall reimburse the Contractor for any and all damages that may be sustained by the Contractor or others which are attributable to or caused by the Subcontractor's failure to perform the Work required by this Subcontract as directed by the Contractor in the manner provided herein or by the Contract Documents. In addition, he agrees to pay to the Contractor such other or additional damages as the Contractor may sustain by reason of delay of the Work by the Subcontractor. The payment of such damages shall not release the Subcontractor from his obligation to otherwise fully perform this Subcontract.

(d) Subcontractor shall designate a competent project manager, satisfactory to Contractor and Owner, who shall be readily available to the Project site and shall be empowered to act for in the name of the Subcontractor. A competent foreman or superintendent satisfactory to the Contractor, shall be physically at the Project site in responsible charge of operations at all times when Subcontractor's work is in progress. Contractor may, in writing, require Subcontractor to remove from the Work any employees, including the project manager, foreman or superintendent, deemed by Contractor to be objectionable.

(e) Upon written request by the Contractor, the Subcontractor shall furnish to the Contractor within two (2) calendar days such written evidence as the Contractor may require relating to the Subcontractor's compliance with or ability to fully perform this Subcontract in the manner and within the time specified herein.

(f) Subcontractor shall submit shop drawings and/or catalog data in accordance with the specifications and as follows: **ONE (1)** reproducible sepia and **SIX (6)** blue line copies of each shop drawing for approval and **TWO (2) APPROVED DRAWINGS FOR ERECTION; SIX (6)** copies each of all catalog and/or descriptive data; **THREE (3)** copies as required for Spare Parts and **FOUR (4)** Operation and Maintenance Manuals.

(g) Scheduling, production and sequence:

(1) All work is to be coordinated and performed in accordance with the overall project requirement schedule including: sequence; required move-ins; equipment and manpower requirements; and coordination and cooperation with other Subcontractors.

(2) Subcontractor will be coordinated by the Contractor's Project Superintendent to meet the project construction schedule. The Subcontractor will allow others sufficient access and time to perform their work.

(3) The Subcontractor will be required to cooperate with the Contractor in the preparation of the construction schedule.

(h) The Subcontractor, unless specifically called out elsewhere in this Subcontract, shall be responsible for hoisting their own materials, supplies and equipment.

(i) The Subcontractor shall perform all demolition, cutting, access, clean-up, disposal, etc. as required.

(j) The Subcontractor shall be responsible for his own clean-up of debris created by his work. This shall be done concurrent with his production operations and his work area shall be kept orderly at all times. Should the Subcontractor fail or refuse to perform their own clean up, the Contractor's related costs shall be assessed to the Subcontractor. The decision of the Contractor's Project Superintendent shall be final in determining when the safety and good order of the project require clean up to be performed.

Section 7. Delays. (a) In the event the Subcontractor's performance of this Subcontract is delayed or interfered with by acts of the Owner, Contractor or other subcontractors, it may request an extension of time for the performance of same, as hereinafter provided, but shall not be entitled to any increase in the Subcontract price or to damages or additional compensation as a consequence of such delays or interference, except to the extent of any amounts that the Contractor may, on behalf of the Subcontractor, actually recover from the Owner for such delays.

(b) No allowance for an extension of time, for any cause whatever, shall be claimed by, or made to, the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within forty-eight (48) hours after the cause of such extension occurred, or, if the contract between the Contractor and Owner provides for a shorter period, within sufficient time to permit the Contractor to give notice to the Owner within the time allowed by the Prime Contract for such notice.

Section 8. Dispute. (a) In the case of any dispute over any question of law or fact, any claim or other disagreements, hereinafter called Disputes, between Contractor and Subcontractor, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to Owner by the terms of the Prime Contract. Subcontractor agrees that it will be bound by all decisions and determinations made affecting Disputes pursuant to the provisions of the Prime Contract and agrees that it will not take, or will suspend, any other actions (litigation or otherwise) with respect to any Dispute. Subcontractor will not be entitled to receive any greater amount of money or time or other consideration from Contractor with respect to a Dispute than the Contractor is entitled to and actually does receive on account of Subcontractor's Work, less any markups or costs to which Contractor is entitled. Subcontractor agrees that it will accept such amount, if any, received by Subcontractor in full satisfaction and discharge of all Disputes.

(b) The Subcontractor shall proceed diligently with performance of all work, including work in dispute and in accordance with the directions of the Contractor, pending resolution of any Dispute.

Section 9. Communications. All communications regarding this project between the Subcontractor and the Architect, Engineer or Owner shall be transmitted through the Contractor.

Section 10. Insurance. (a) In addition to any other insurance which Subcontractor may be required to carry, Subcontractor shall maintain in effect the following insurance, at its sole expense, the following insurance issued by insurance companies acceptable to the Contractor. Subcontractor shall furnish Contractor with certificates evidencing such insurance and which state that such insurance cannot be cancelled and restrictive modifications cannot be made without giving thirty (30) days prior written notice to Contractor. Comprehensive General Liability insurance, including, without limitation completed operations coverage, shall name Contractor, its officers, directors and shareholders, the Owner and General Contractor, if any, as additional insureds on a primary and non-contributory basis and such insurance shall, in all instances, contain a waiver of subrogation against Contractor, its officers, directors and shareholders, the Owner and General Contractor, if any. The above-required certificate shall also contain a waiver of subrogation against Contractor, its officers, directors and shareholders, the Owner and General Contractor, if any, for workers compensation coverage.

COVERAGE	LIMIT
Workmen's Compensation Statutory	
State	Statutory
Federal (Longshoremen's, Harbor Worker's)	Statutory
Employer's Liability	\$100,000 Per Accident
	\$500,000 Disease-Policy Limit
	\$100,000 Disease-Each Employee
Comprehensive General Liability	
Bodily Injury	\$2,000,000 General Aggregate-Per Project
Property Damage	\$2,000,000 Product-Comp Ops Aggregate
Including Premises/Operations, Explosion,	\$1,000,000 Personal & Advertising Injury
Collapse and Underground (SCU), Products/	\$1,000,000 Each Occurrence
Completed Operations, Contractual Liability	
Broad Form Property Damage, Independent Contractors	
Personal Injury Liability	
Comprehensive Automobile Liability	
Bodily Injury	\$1,000,000 Combined Single Limit Each Occurrence
Property Damage	
Including Owned, Hired, and Non-Owned	

Excess Liability Umbrella

\$1,000,000 General Aggregate (Shall maintain throughout project)

(b) Subcontractor shall cause its subcontractors to procure insurance covering the above liabilities under policies in form, and amount and with insurance companies which are authorized to do business in Nebraska and which are acceptable to Contractor. Subcontractor will obtain such policies or certificates thereof and deliver them to Contractor prior to the submission of any application for payment hereunder. It is expressly understood and agreed by Subcontractor that the delivery of such policies or certificates to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor any amount hereunder. If acceptable insurance is not acquired by Subcontractor, Contractor may, but is not obligated to, acquire the required insurance coverage and charge the expense for such coverage to the Subcontractor.

(c) Should the Prime Contract require insurance with higher limits or broader coverage than that required in (a) and (b) above, Subcontractor shall furnish such additional or greater insurance coverage at no added cost to Contractor.

(d) Completed operations coverage shall be maintained for a period of three (3) years following the date that the Scope of Work is completed and accepted.

Section 11 Indemnification. The Subcontractor further specifically obligates itself to the Contractor in the following respects:

(a) The Subcontractor will to the fullest extent permitted by law indemnify and defend the Contractor against and save it harmless from any and all claims, suits, liability expense or damage for any alleged or actual infringement or violation of any patent or patent right, arising in connection with this Subcontract or anything done thereunder.

(b) The Subcontractor shall protect, indemnify, hold harmless, and defend the Contractor, Owner, Architect/Engineer, Construction Manager, and any of their respective employees and agents (the "Indemnitees") against any and all claims, causes of action, suits, losses, costs, or damages, including attorneys' fees, resulting from and caused by the acts, failure to act, omissions, negligence, or fault of the Subcontractor, those employed by it, or its agents, and Subcontractor shall bear any reasonable and necessary expense which any of the Indemnitees may have by reason thereof, or on account of being charged with such claim, cause of action, suit, loss, cost or damage, except to the extent such claim, cause of action, suit, loss, cost, or damage is caused by the Indemnitees' act, failure to act, omission, negligence, or fault. This general indemnification obligation is in addition to, and not a limit on, the insurance obligations of the Subcontractor or any indemnification obligation delineated elsewhere in the Prime Contract. If there are any injuries to persons or damages to property that are unsettled when the work herein provided for is finished and for which coverage has been denied by Subcontractor's insurer, final payment between the Subcontractor and Contractor shall be deferred until such claims are settled or suitable special indemnity acceptable to the Contractor is provided by the Subcontractor. This general indemnification obligation shall apply particularly, but not exclusively, to the claims of any other contractor against any of the Indemnitees for the acts, failure to act, omissions, negligence, or fault of this Subcontractor. In any and all claims by any employee of the Subcontractor, anyone directly or indirectly employed by it, or anyone for whose acts Subcontractor may be liable, against any of the Indemnitees, or any of their agents or employees, the indemnification obligation under this provision shall not be limited in any way by any limitation on the amount or type of damages or by the compensation or benefits payable by or for the Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

(c) The Subcontractor will pay for all materials furnished and work and labor performed under this Subcontract and agrees to indemnify Contractor and Owner against all lien claims and bond claims, including expenses, costs of bonds to remove liens, and attorneys' fees related to such claims, which may be asserted by anyone. Subcontractor also agrees that if a lien is placed on the Work or the premises on which the Work is performed, it will immediately obtain such bond, which is necessary to remove such lien. If any bond claim and/or lien claim is filed by any subcontractor, supplier, or mechanic of Subcontractor, Contractor may suspend payments to Subcontractor and either hold money due to Subcontractor or make payments to the claimants and charge the payments against Subcontractor, without prejudice to the payment bond. It is the intent of the parties that the payment bond be for the benefit of Contractor, Owner and General Contractor, if any, and not for the benefit of third parties except to the extent necessary to protect Contractor, Owner and General Contractor, if any.

(d) The Subcontractor warrants and guarantees the work and material covered by the Subcontract and agrees to make good, at his own expense, any defect in materials or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner.

(e) The Subcontractor shall indemnify the Contractor and the Owner against, and save them harmless from, any and all loss, damage, costs, expenses and attorneys' fees suffered or incurred on account of any breach of any provision or covenant of this subcontract, including, but not limited to, damages for delay, liquidated damages, or other damages.

Section 12 Other Contracts. It is understood and agreed that the work provided in this Subcontract constitutes only a part of the work being performed for the Owner by the Contractor and other subcontractors. The Subcontractor, therefore, agrees to perform the Work called for in this Subcontract in such a manner that he will not injure, damage or delay any other work performed by the Contractor or any other Subcontractor. Subcontractor further agrees to pay the Contractor for any damage or delay that may be caused to such other work by the Subcontractor or by his agents or employees.

Section 13 Independent Contractor. The Subcontractor specifically agrees that he is, or prior to the start of Work hereunder will become, an independent Contractor for all purposes.

Section 14 Compliance with Law. The Subcontractor shall comply with all applicable federal, state and local laws and resolutions, including, but not limited to, laws and regulations relating to safety, health, records, permits, licenses and employee welfare.

Section 15 Safety. (a) In the performance of this Subcontract, the Subcontractor shall, at no additional cost to the Contractor, comply with all laws and regulations relating to safety and with the Contractor's and Owner's safety rules and regulations.

(b) The Subcontractor agrees to fully comply with the Occupational Safety and Health Act (OSHA) of 1970 and any and all regulations issued pursuant thereto. As a term and condition of this subcontract, the Subcontractor shall keep and save the Contractor harmless from any claims or charges of any kind by reason of the Subcontractor failing to fully comply with the Occupational Safety and Health Act of 1970 and the regulations thereto. Subcontractor agrees to reimburse the Contractor for any fines, damages, or expenses of any kind incurred by the Contractor by reason of the Subcontractor's failure to comply.

(c) It will be a requirement of this contract that all Subcontractors must have a safety program and will abide by the safety standards of OSHA. Any fines levied by OSHA to the Contractor resulting from violations of the OSHA standards by the Subcontractor will be deducted from payment for work performed.

(d) The Subcontractor will hold a weekly safety meeting and provide reports of the topics discussed to the Contractor, if requested. Subcontractor will make available on request of the Contractor evidence of not less than a weekly scheduled safety inspection performed by a competent person for the time in which the aforesaid Subcontractor is on the job to the extent of their work only.

(e) The Subcontractor agrees that if in the performance of this Subcontract, it becomes necessary, convenient, advisable to remove, replace or interfere with any safety device or controls installed by the Contractor or another Subcontractor, the Subcontractor will replace or restore such devices or controls at their own expense. In the event that safety devices or controls are not so replaced or restored, the Subcontractor agrees to reimburse the Contractor for doing so. (Safety devices herein are defined as handrails, temporary fencing, barricades, traffic control devices, etc.)

(f) The Subcontractor shall set up, arrange, coordinate and obtain all inspections for their work, as required by any authorized agency or applicable code. Arrangements for the inspection of any area, system, equipment, etc. needing testing or inspection prior to being covered up must be made by the Subcontractor in sufficient time to allow for inspection.

(g) A Work Plan may be required by the Contractor outlining the step by step procedures that are necessary to accomplish the installation including all safety considerations.

(h) Subcontractor hereby verifies that he has notified Contractor in writing of any hazardous chemicals or mixtures containing one or more hazardous chemicals which are to be provided under this Contract. "Hazardous Chemicals" are defined as "Any chemical which is a physical hazard or health hazard." For each item to be provided by Subcontractor under this Contract which is identified as a hazardous chemical, the Subcontractor shall provide an MSDS sheet to the Contractor.

(i) The Subcontractor shall be solely responsible for the health and safety of its employees, agents, subcontractors and representatives. In addition, the Subcontractor shall take all necessary and prudent safety precautions with respect to its work and shall fully and timely comply with all safety programs initiated by the Contractor and/or the Owner, as well as with all applicable laws, ordinances, rules, permits, regulations and orders of any public authority for the safety of persons or property. The Contractor is not responsible in any manner for the safety of Subcontractor's work or its employees, agents or representatives.

(j) If the Subcontractor fails to correct any procedures, acts or conditions which Contractor believes are unsafe within a twenty-four (24) hour period of written notification by either the Contractor, Owner or any public authority, Contractor may (but has no contractual obligation to do so) correct the unsafe practice and charge the Subcontractor for all costs, direct and indirect, for correction, plus ten percent (10%) for overhead, ten percent (10%) for profit and twenty percent (20%) for a safety premium. This specifically includes, but is not limited to the clean-up of construction debris and the replacement or installation of railings or barricades. Subcontractor's repeated failures to timely and satisfactorily correct unsafe procedures, acts or conditions as aforesaid shall constitute a material default upon which a termination may be based without any further or additional notice to the Subcontractor.

Section 16 Protection of Work. The Subcontractor specifically agrees that it is responsible for the protection of his work until final completion and acceptance thereof by the Owner. Subcontractor will make good or replace, at no expense to the Contractor or the Owner, any damage to his work which occurs prior to said final acceptance.

Section 17 Architect - Engineer. The words "Architect or Engineer" as used herein refer to the person or persons appointed by the Owner to supervise the work of the Contractor on behalf of the Owner.

Section 18 Prime Contract. The terms "Prime Contract" as used herein refers to the contract between the Owner and the Prime Contractor to perform work on the Project including all the General and Special Conditions, Drawings, Specifications, Addenda, Amendments, Modifications and other documents or by reference made as a part of such contract. In the event that Contractor is not the Prime Contractor, but is itself a Subcontractor on the Project, the terms "Prime Contract" shall also refer to the subcontract between the Contractor and the party (either the Prime Contractor or another subcontractor) with which it has a contract to perform work on the Project, including all documents heretofore or hereafter forming or by reference made a part of such contract. Pertinent parts of the Prime Contract will be furnished to the Subcontractor on request.

Section 19 Assignment and Subcontracting. The Subcontractor shall not, in whole or in part, assign or sublet this Subcontract or the proceeds thereof without the written consent of the Contractor.

Section 20 Termination for Convenience. The performance of the Work under this Subcontract may be terminated for any reason by the Contractor, in whole or in part, any time, by written notice. In the event of a termination for convenience, the Subcontractor will stop work and follow the Contractor's instructions for winding down the job. In such event, the Subcontractor will be entitled to payment for all Work satisfactorily completed on the basis of the Subcontractor's actual cost of performing such Work plus a reasonable overhead and profit. The Subcontractor will not be entitled to payment for uncompleted Work, or for anticipated profit or unabsorbed overhead. If the Contractor has been terminated, Subcontractor will be bound by the termination provisions of the Prime Contract.

Section 21 Termination for Default. In the event the Contractor terminates this subcontract in whole or in part as provided in this Section, the Contractor may take over and complete the terminated Work by whatever method it deems expedient, including the hiring of other subcontractors under such form of contract as the Contractor may deem advisable and Contractor shall have the absolute right to enter upon the premises and take possession, for the purpose of completing that portion of the Work affected by such termination, of all the Subcontractor's records, materials, tools and equipment and all other items relating to the Subcontractor's Work. The Contractor may, after two (2) calendar days written notice of default to the Subcontractor, terminate in whole or any part of this Subcontract for any one of the following circumstances:

- (a) The Subcontractor fails to complete the work by the completion date;
- (b) The Subcontractor fails to prosecute the work in a timely manner and with such diligence as in the opinion of the Contractor will ensure its timely interim or final completion;
- (c) The Subcontractor fails to comply or become disabled from complying with any requirement of the Subcontract;
- (d) A petition in bankruptcy or the appointment of a receiver is filed against the Subcontractor.

In the event the Contractor terminates this Subcontract in whole or in part as provided in the first paragraph of this Section, the Contractor may take over and complete the terminated Work by whatever method it deems expedient, including the hiring of other subcontractors under such form of contract as the Contractor may deem advisable. In such case, Subcontractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the amount to be paid on the Subcontract shall exceed the sum of the expense of finishing the work, compensation for additional material and administrative services or other incidental and consequential costs and damages as the Contractor may suffer, plus 10% Contractor profit, such excess shall be paid to Subcontractor. If such expenses, compensation, costs, damages, and profit shall exceed such unpaid balance, Subcontractor and its sureties, if any, shall be liable for and shall pay the difference to the Contractor. Failure of the Contractor to exercise any of the rights given it under this Section shall not excuse Subcontractor or its sureties from responsibility for compliance with the provisions of this Subcontract nor prejudice any other rights or remedies of the Contractor. The Subcontractor shall continue the performance of this Subcontract to the extent not terminated under the provisions of this Section. If, after notice of termination of this Subcontract, it is determined for any reason that the Subcontractor was not in default or that the default was excusable under the provisions of this Subcontract, the Subcontractor's sole remedy shall be the same as if the notice of termination had been issued pursuant to the Section entitled "Termination for Convenience." The rights and remedies of the Contractor provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subcontract.

Section 22 Specific Provisions Inserted. The attachment hereto of specific provisions of the Contract between the Contractor and the Owner is for purposes of emphasis or to comply with applicable law or regulations and is not to be construed as an exclusion of other provisions of this Contract.

Section 23 Prior Understanding or Representation. The Contractor assumes no responsibility for any understanding or representations made by any of its officers or agents prior to the execution of this Subcontract, unless such understanding or representations by the Contractor are expressly stated in the Subcontract.

Section 24 Equal Employment. All of the requirements for Equal Employment Opportunity as contained in 41 CFR 60-1.4 or as it may be amended or supplemented are hereby incorporated by this reference as if fully set forth herein. The Subcontractor is responsible for complying with all EEO, MBD, WBE, SBE, etc. requirements of the Contractor.

Section 25 Captions. The captions at the beginning of each Section of this Subcontract are for convenience only and are to be given no weight in construing the provisions of this Subcontract.

Section 26. E-Verify. Subcontractor agrees to use the Department of Homeland Security's E-Verify system to determine the work eligibility status of its employees if the same is required by the laws of the jurisdiction in which the work contemplated by this Subcontract Agreement will be performed.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

**Sampson Construction Co., Inc.**

**«Company»**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Date

# STANDARD SUPPLIER AGREEMENT

(Special Form for Materials Only)

Re: \_\_\_\_\_

Job Number: \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_, by and between **Sampson Construction Co., Inc.**, hereinafter called the Contractor, and «**Company**» hereinafter called the Supplier.

WITNESSETH, that, WHEREAS, the Contractor has heretofore entered into a contract with \_\_\_\_\_, hereinafter called the Owner, to furnish certain material for the erection and completion of the \_\_\_\_\_ located at \_\_\_\_\_.

The Supplier Agrees as Follows:

ARTICLE I. To furnish and deliver all the material F.O.B. jobsite necessary to complete the following portions of the work included in said contract between the Contractor and Owner in all respects, as the Contractor is required by \_\_\_\_\_ **Specifically:**

«**Division**»

«**Section1**»

«**Section2**»

«**Section3**»

ARTICLE II. To pay for all materials, skill, labor and instrumentalities used in, or in connection with, the performance of this contract, when and as bills or claims therefore become due, and to save and protect the premises, the Owner, and the Contractor from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the Contractor when and if required, that he has complied with the above requirements. This provision shall not be construed as a waiver of the right of the Supplier to file and enforce a lien claim as against the Owner in the event of the Contractor's failure to pay the Supplier. As an express condition precedent to the making of partial or final payment, the Contractor will require the Supplier to accurately complete the furnished Affidavit identifying all suppliers, if their current or expected amount is greater than \$5,000. In connection with the Affidavit, Supplier represents to the Owner and Contractor that the list is accurate and complete. Supplier agrees to use the "Application and Certificate for Payment (AIA Document G702 and AIA Document G703) form for all payments requested.

ARTICLE III. That he has examined all the plans and read all the specifications prepared by the Architect, for the entire work, of which the materials covered by this contract is a part, and that he will be bound by any and all parts of said plans and specifications insofar as they relate to the material herein undertaken to be furnished. Supplier will, to the fullest extent permitted by law, indemnify and defend the Contractor and Owner against and save each of them harmless from any and all claims, suits, liability, expense or damage arising out of and caused by Supplier's actions or performance hereunder.

ARTICLE IV. That the material to be furnished under this contract will be in strict accordance with the requirements of the plans and specifications, and that samples of such materials and shop drawings required will be furnished for the approval of the Architect and the Owner and that all materials furnished shall be in strict accordance with such approved samples and/or shop drawings.

ARTICLE V. To make any and all changes, furnishing the materials that the Contractor may require without nullifying this agreement, at a reasonable addition to, or reduction from, the contract price, hereinafter named. **NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE CONTRACTOR.** The amount to be paid by the Contractor, or allowed by the Supplier, by virtue of such alterations, shall be stated in such written order.

ARTICLE VI. That the material called for in this contract is to be furnished promptly when requested by the Contractor, so that the work will not be delayed waiting for such material, and the Supplier agrees to complete the delivery of material covered by this contract at such times and in such manner that the Contractor can complete all of the work included in its contract with the Owner. If delivery is not made as herein provided, it is hereby agreed that damages arising from the nonfulfillment of this contract as regards time shall be deducted from the contract price, and be as liquidated damages and not in the nature of a penalty and shall be actual damages.

ARTICLE VII. It will be a requirement of this contract that all Suppliers must have a safety program and will abide by the safety standards of OSHA. Any fines levied by OSHA to the general contractor resulting from violations of the OSHA standards by the Supplier will be deducted from payment for work performed.

ARTICLE VIII. Supplier agrees that failure to perform work in accordance with Article VI and failure to satisfy all debts and obligations under this agreement or any other agreement the Supplier has with Sampson Construction, a reasonable amount of monies necessary to satisfy such failure(s), shall be withheld from payments on this agreement until such failure(s) are remedied.

The Contractor Agrees as Follows:

ARTICLE IX. To pay the Supplier for such material herein undertaken to be furnished the sum of «TOTAL», subject to additions and deductions as hereinbefore provided, and such sum shall be paid by the Contractor to the Supplier as the material is delivered in monthly installments, as follows:

**per architectural specifications**

The Parties Agree as Follows:

ARTICLE X. It is mutually agreed between the parties hereto, that no payment made under this contract, except the final payment, shall be conclusive evidence of the performance of this contract, either in whole or in part, and that no payment shall be construed to be an acceptance of improper materials.

ARTICLE XI. The Contractor and the Supplier jointly agree as follows: (a) A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Agreement terms, payment of money, extension of time or other relief with respect to the terms of this Agreement. The term "Claim" also includes other disputes and matters in questions between the Contractor and the Supplier arising out of or relating to his Agreement. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

(b) All Claims asserted by the Supplier against the Contractor shall be asserted in conformity with the provisions of the general conditions of the specifications and addenda.

(c) The Contractor shall submit to the Owner all Claims asserted by the Supplier, pursuant to the provisions of the general conditions of the specifications and addenda, provided that the Supplier has complied with all the provisions thereof and the Supplier hereby appoints the Contractor as its agent for such purpose and agrees to do all acts and make, execute and deliver such additional documents or instruments as the Contractor may deem necessary or advisable to submit the Claim to the Owner.

(d) If the Owner or the Architect require the Contractor to submit the Claim of the Supplier under the name of the Contractor, the Contractor shall do so, and Supplier covenants, agrees and acknowledges that by doing so, Contractor has not created, assumed or admitted any liability for the Claim to the Supplier and the Supplier agrees to protect, defend and indemnify and hold harmless the Contractor from any costs, damages or expense arising out of or related to the submission of the Claim in the name of the Contractor.

(e) If the Architect rejects the claim in whole or in part, or suggests a compromise or if the Architect rejects the Claim, or if at any time in the process of submitting the Supplier's Claim the Contractor so elects, then at the sole discretion of the Contractor, the Contractor may assign its interest in the Supplier's Claim, if any, or its own Claim against the Owner arising out of the Supplier's Claim, to the Supplier who shall be responsible for all further proceedings to prosecute or compromise the Claim and the Contractor shall have no further responsibility whatsoever with respect to the Claim or the subject matter of the Claim to the Supplier.

(f) In no event shall the Contractor be liable to the Supplier on (i) any Claim for any amounts in excess of those which the Contractor may receive from the Owner in payment of the Claim; or (ii) a Claim for which Contractor has made an assignment as provided in paragraph e.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

**Sampson Construction Company, Inc.**

**«Company»**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Officer Date

\_\_\_\_\_  
Officer Date

**00 05200- STORAGE AGREEMENT**

**OFF-SITE STORAGE AGREEMENT**

Made this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and \_\_\_\_\_.

Between the **Owner:**

and the **Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the **Project:** \_\_\_\_\_

The Owner and the Contractor understand and agree that a portion of the Total Completed and Stored To Date shown on Application for Payment No. \_\_\_\_\_ represents an amount for material to be furnished And installed under their Contractor Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, and this material is to be stored at the following location:

\_\_\_\_\_  
(Storage Location)

a location other than the site, under the following conditions:

1. Materials stored at the above location shall be plainly tagged or marked by the Contractor as **Property of Baldwin Filters**
2. Such materials shall be separately located and segregated by the Contractor from other materials at the place of storage.
3. Such materials shall be kept free of any liens or encumbrances by the Contractor, and shall be kept adequately insured against loss to the Owner by theft, fire, or other casualty at the expense of the Contractor, and proof of such insurance will be furnished to the Owner.
4. Such material shall be stored as herein provided and moved to the site without delaying the Work and without expense to the Owner.
5. Consent of Surety to enter into the Off-Site Storage Agreement shall be furnished to the Owner.

Contractor Signature: \_\_\_\_\_

## SECTION 01 20 00 - PROJECT MEETINGS

### **PART 1 - GENERAL**

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
  - 1. Pre-Construction Conference.
  - 2. Pre-Installation Conferences.
  - 3. Progress Meetings.
- B. Construction schedules are specified in another Division-1 Section.

#### 1.3 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Construction Manager, Owner, Engineer and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
  - 1. Tentative construction schedule.
  - 2. Critical Work sequencing.
  - 3. Designation of responsible personnel.
  - 4. Procedures for processing field decisions and Change Orders.
  - 5. Procedures for processing Applications for Payment.
  - 6. Distribution of Contract Documents.
  - 7. Submittal of Shop Drawings, Product Data and Samples.
  - 8. Preparation of record documents.
  - 9. Use of the premises.
  - 10. Office, Work and storage areas.
  - 11. Equipment deliveries and priorities.
  - 12. Safety procedures.
  - 13. First aid.
  - 14. Security.

## SECTION 01 20 00 - PROJECT MEETINGS

15. Housekeeping.
16. Working hours.

### 1.4 PRE-INSTALLATION CONFERENCES

- A. Construction Manager will conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The 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 the Architect of scheduled meeting dates.
  1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
    - a. Contract Documents.
    - b. Options.
    - c. Related Change Orders.
    - d. Purchases.
    - e. Deliveries.
    - f. Shop Drawings, Product Data and quality control Samples.
    - g. Possible conflicts.
    - h. Compatibility problems.
    - i. Time schedules.
    - j. Weather limitations.
    - k. Manufacturer's recommendations.
    - l. Compatibility of materials.
    - m. Acceptability of substrates.
    - n. Temporary facilities.
    - o. Space and access limitations.
    - p. Governing regulations.
    - q. Safety.
    - r. Inspection and testing requirements.
    - s. Required performance results.
    - t. Recording requirements.
    - u. Protection.
  2. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.
  3. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

### 1.5 PROGRESS MEETINGS

- A. The Construction Manager is to conduct progress meetings at the Project site or other convenient location at monthly scheduled intervals. Notify the Owner and Architect of

## SECTION 01 20 00 - PROJECT MEETINGS

scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

- B. Attendees: In addition to representatives of the Owner and Engineer, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda: The Construction Manager is to review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
  - 1. Construction Manager's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Construction Manager's Construction Schedule, whether on time or ahead or behind 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.
  - 2. Review the present and future needs of each entity present, including such items as:
    - a. Interface requirements.
    - b. Time.
    - c. Sequences.
    - d. Deliveries.
    - e. Off-site fabrication problems.
    - f. Access.
    - g. Site utilization.
    - h. Temporary facilities and services.
    - i. Hours of Work.
    - j. Hazards and risks.
    - k. Housekeeping.
    - l. Quality and Work standards.
    - m. Change Orders.
    - n. Documentation of information for payment requests.
    - o. Owner's concerns.
    - p. Architect's concerns
- D. Reporting: The Construction Manager is to report no later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - 1. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

END OF SECTION 012000

## SECTION 01 29 00 - APPLICATION FOR PAYMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing each Contractor's Applications for Payment.
  - 1. Coordinate the Schedule of Values and Applications for Payment with the Construction Manager.

#### 1.3 SCHEDULE OF VALUES

- A. Each Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Construction Manager's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's construction schedule.
    - b. Application for Payment form, AIA G702CMA and AIA G703CMA.
    - c. List of subcontractors.
    - d. Schedule of allowances.
    - e. Schedule of alternates.
    - f. List of products.
    - g. List of principal suppliers and fabricators.
    - h. Schedule of submittals.
  - 2. Submit the Schedule of Values to the Construction Manager at the earliest feasible date for approval of format and breakdown, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager.
  - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Applications for Payment, covering work, material, and equipment completed, delivered, or stored during a period ending on the 25th of each month, shall be submitted by the Contractor to the Construction Manager. Applications for Payment shall be supported by such data substantiating the Contractor's right to payment as the Owner or the Architect-Engineer may require, and reflect retainage.
- C. Payments shall be made for materials and equipment suitably stored off the site at a location agreed upon if an off-site storage agreement is approved in advance to the Construction Manager. The agreement shall be conditioned upon compliance by the Contractor with procedures to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage, and transportation to the site for such materials and equipment stored off the site.

SECTION 01 29 00 - APPLICATION FOR PAYMENT

- D. Payment Application Forms: Use AIA Document G702CMA and AIA Document G703CMA as the form for Application for Payment.
- E. Application Preparation: Complete every entry on the form and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
  2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
- F. Transmittal: Submit one executed copy of each Application for Payment to the Construction Manager ensuring receipt by the 25<sup>th</sup> of the month.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
  2. List of principal suppliers and fabricators.
  3. Schedule of Values.
  4. Contractor's Construction Schedule (preliminary if not final).
  5. Schedule of principal products.
  6. Schedule of unit prices.
  7. Submittal Schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of building permits.
  11. Copies of authorizations and licenses from governing authorities for performance of the Work.
  12. Initial progress report.
  13. Certificates of insurance and insurance policies.
  14. Tabulation of stored materials.
  15. National Pollution Discharge Elimination System (NPDES) Form 1027G: Use the NPDES Form 1027C and submit additional information requested on the form. The NPDES form is attached to the end of this section.
- H. Payment: Upon certification by the Construction Manager, the Owner shall make payment to the Construction Manager by the last day of the month following the 25<sup>th</sup> of the previous month, ninety percent (90%) of the value of labor and materials incorporated in the Work and ninety (90%) of materials suitably stored in accord with Subparagraph 9.3.2 of the General Conditions.

For supplier only contracts, upon certification by the Construction Manager, the Owner shall make payment to the Construction Manager by the last day of the month following the 25<sup>th</sup> of the previous month, ninety five percent (90%) of the value of materials incorporated in the Work and ninety five (90%) of materials suitably stored in accord with Subparagraph 9.3.2 of the General Conditions.

Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

SECTION 01 29 00 - APPLICATION FOR PAYMENT

- I. Administrative actions and submittals that shall proceed or coincide with this application include:
  1. Occupancy permits and similar approvals.
  2. Warranties (guarantees) and maintenance agreements.
  3. Test/adjust/balance records.
  4. Maintenance instructions.
  5. Meter readings.
  6. Start-up performance reports.
  7. Change-over information related to Owner's occupancy, use, operation and maintenance.
  8. Final cleaning.
  9. Advice on shifting insurance coverages.
  10. List of incomplete Work, recognized as exceptions to Architect-Engineer's Certificate of Substantial Completion.
  11. Extra stock.
  
- J. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
  1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Assurance that unsettled claims will be settled.
  4. Assurance that Work not complete and accepted will be completed without undue delay.
  5. Transmittal of required Project construction records to Owner.
  6. Removal of temporary facilities and services.
  7. Removal of surplus materials, rubbish and similar elements.
  8. Change of door locks to Owner's access.
  9. Certification stating that no asbestos was used in the manufacture or fabrication of products and materials used in the construction of this project.
  
- K. Final Payment: After Final Completion, and upon receipt of Applications for Payment, accompanied by Consent of Surety Company to Final Payment and Contractor's Affidavit of Payment of Debts and Claims executed on AIA Documents G707 and G706, April 1970 Editions respectively, and other items required in Section 018000, and upon certification of the Architect-Engineer, the Owner shall pay the Construction Manager the entire balance of the Contract Sum 30 days after the final acceptance.

END OF SECTION 012900

## SECTION 01 31 00 – 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 01 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 01 Section 012000 “Project Meetings” for preparing and submitting the Contractor’s Construction Schedule.
  - 2. Division 01 Section 013300 “Submittals”.
  - 3. Division 01 Section 015000 – “Construction Facilities; Temporary Controls”.
  - 4. Division 01 Section 018000 “Project Closeout” for coordinating Contract closeout.

#### 1.3 COORDINATION

- A. Coordination: Each subcontractor shall coordinate its construction operations with those of other subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each subcontractor shall coordinate its operations with 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.

#### 1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
  - 1. Include special personnel required for coordination of operations with other contractors.

## SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

- B. Coordination Meetings: Conduct Project coordination meetings at appropriate intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of Owner, Construction Manager and Architect, each Contractor, 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. The following present and future needs may be addressed:
    - a. Interface requirements.
    - b. Sequence of operations.
    - c. Status of submittals.
    - d. Deliveries.
    - e. Off-site fabrications.
    - f. Access.
    - g. Site utilization.
    - h. Temporary facilities and controls.
    - i. Work hours.
    - j. Hazards and risks.
    - k. Progress cleaning.
    - l. Quality and work standards.
    - m. 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.

END OF SECTION 013100

SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

**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 requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution: The Construction Manager will provide and pay for water service and consumption from a centralized location(s). Distribution to specific locations (i.e. hoses) will be provided by the contractor requiring water.
  - 2. Temporary electric power and lighting: The electrical contractor will provide temporary electric to a centralized location(s). Distribution to specific locations (i.e. extension cords) will be provided by the contractor requiring electricity. General temporary lighting will be provided by the electrical contractor. Task specific lighting will be provided by the contractor performing the task. Cost of electrical consumption shall be paid by the Construction Manager.
  - 3. Ventilation: To be provided by Construction Manager and trade.
  - 4. Telephone service: To be provided by Construction Manager.
  - 5. Sanitary facilities, including drinking water: To be provided by Construction Manager.
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds. **To be provided by trade.**
  - 2. Temporary enclosures. **To be provided by trade.**
  - 3. Hoists. **To be provided by trade.**
  - 4. Temporary project identification signs and bulletin boards. **To be provided by Construction Manager.**
  - 5. Waste disposal services. **Construction Manager will provide dumpsters only. Other waste removed by trade.**
  - 6. Construction aids and miscellaneous services and facilities. **To be provided by Construction Manager.**
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Temporary fire protection: The Construction Manager will provide fire extinguishers throughout the site. If a specific task is being performed by a contractor which requires associated fire protection, the contractor shall provide necessary fire protection for the task.
  - 2. Barricades, warning signs, and lights: The Construction Manager will provide barricades, warning signs to ensure general safety of the overall jobsite. If a contractor is performing a specific task which requires specific barricades, signage, lighting, etc. the contractor shall provide the necessary safety measures to protect all persons on site.
  - 3. Environmental protection. **To be provided by Construction Manager and trade.**

## SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### 1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - 1. Building code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, fire department, and rescue squad rules.
  - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
  - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

### 1.4 PROJECT CONDITIONS

- A. Temporary Utilities: The Construction Manager will prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Construction Manager, change over from use of temporary service to use of permanent service.
  - 1. Coordinate with Construction Manager the means and location of providing temporary utility services for the existing building systems.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

## **PART 2 - PRODUCTS**

### 2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."
  - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
  - 2. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch- (16-mm-) thick exterior plywood.
- C. Gypsum Wallboard: Provide fire-rated gypsum wallboard on walls of temporary interior construction partitions between construction area and area of existing building to remain in use by the Owner.
- D. Paint: Comply with requirements of Division 9 Section "Painting."

## SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- E. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- F. Water: Provide potable water approved by local health authorities. Water may be available from existing building's water system. Coordinate location and means of connection with the Owner.

### 2.2 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- G. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

## **PART 3 - EXECUTION**

### 3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

## SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Electric Power Service: Contractor may utilize existing power available on site for the construction of this project. Provide weatherproof distribution system of sufficient size, capacity, and power characteristics during construction period. Coordinate location and means of connection with the Owner.
1. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- D. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities. Install telephone on a separate line for each temporary office and first-aid station.
1. At each telephone, post a list of important telephone numbers.
- F. Sanitary facilities: Include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
- G. Toilets: Use of the Owner's existing toilet facilities will not be permitted. Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
1. Provide separate facilities for male and female personnel.
- H. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
1. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- I. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply. Drinking water fountains connected to the temporary potable water supply are also acceptable.
- J. Sewers and Drainage: Existing sewers are available, provide temporary connections to remove effluent that can be discharged lawfully.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.

## SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
  - B. Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet (9 m) of building lines. Comply with requirements of NFPA 241.
  - C. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project Site. Keep the office clean and orderly for use for small progress meetings.
  - D. Storage and Fabrication Sheds: Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
  - E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
    1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
    2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
    3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
    4. For interior enclosure walls between the construction area and areas of the building to remain in use by the Owner, use UL-labeled, fire-retardant-treated material for framing and main sheathing, and gypsum wallboard on the surface facing the Owner's use area.
  - F. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
  - G. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.
  - H. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Architect.
  - B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."

## SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  2. Store combustible materials in containers in fire-safe locations.
  3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
  4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- F. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of

SECTION 01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
2. Where areas are intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks damaged by construction activities.
3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
  - a. Replace air filters and clean inside of ductwork and housings.
  - b. Replace significantly worn parts and parts subject to unusual operating conditions.
  - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000