

First Bank & Trust Arena Addition & Renovation

OSE#: R0319 – 23X

Bid Package #1

Civil & Structural

Owner

Office of the State Engineer
Joe Foss Building
523 East Capital
Pierre, SD 57501-3182

Architect

EAPC/Perkins & Will
404 West 9th St
Sioux Falls, SD 57104
605-444-1800

Contractor

Henry Carlson Construction
1205 West Russell St.
Sioux Falls, SD 57104
605-336-2410

3-18-22

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SECTION 00-01 - INVITATION TO BID

March 18th, 2022

Re: First Bank & Trust Arena Addition & Renovation
South Dakota State University
Brookings, SD
OSE #R0319-23X

Henry Carlson Construction, LLC, hereafter referred to as the **Contractor**, has issued bid documents for the project described below and requests your bid proposal on the Scopes of Work identified in this document.

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

PROJECT NAME	First Bank & Trust Arena Addition & Renovation
PROJECT DESCRIPTION	Addition and Renovation onto and to an existing facility to include bid scopes related to Civil, Landscape, Structural, Architectural, Interiors, Food Service, Fire Protection, Plumbing, Mechanical, Electrical, and Audio-Visual.
PRE-BID CONFERENCE	A Pre-Bid Conference will be at 11:00 AM CST on March 29th, 2022 at SDSU Facilities Room 110 Commons.
BIDDING DOCUMENTS	Bidding Documents are available at Henry Carlson Construction's Electronic Plan Room, to be viewed and/or obtained electronically at www.henrycarlson.com . Documents can also be obtained at a number of plan rooms noted below.
BID PROPOSAL	<p>Use the Bid Form(s) in Section 00-07. Bid Scope Sheet must be executed, signed, and attached/submitted with bid form (See Section 00-04.) and must be in a sealed envelope using the template in Section 00-07C.</p> <p>Each bid in excess of \$100,000 must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to Henry Carlson Construction. Henry Carlson Construction and the Office of the State Engineer reserves the right to reject and or all bids and to waive any irregularities therein.</p>
BID DATE AND TIME	<p>Bids will be received on April 7th, 2022 at 2:30pm CST by the State Engineer at the Office of the State Engineer, Joe Foss Building, 523 East Capitol, Pierre, South Dakota 57501-3182. Please see index of work scopes, Section 00-03, for specific bid times. <u>Please direct all Bids to the attention of the Office of the State Engineer.</u></p> <p>Bids will be opened and read publicly.</p> <p>Bids can be submitted in person, or mailed to the Office of the State Engineer. Office of the State Engineer Joe Foss Building 523 East Capitol Pierre, SD 57501-3182</p>
LENGTH OF VALIDITY OF BID	All Bids shall be valid for acceptance by the Contractor for a period of Thirty (30) days after submission of the Bid(s).

INTERPRETATION AND ADDENDA	Requests for interpretations, clarifications, corrections or changes of the Bidding Documents must be made in writing by email or fax by March 29th, 2022 . Final Addenda will be issued no later than April 1st, 2022 .
SUBSTITUTIONS	Substitutions will be allowed as provided in the Instructions to Bidders and pursuant to Section 00-02, Item 6 and Specifications Section 012500 "Substitution Procedures".
INSURANCE REQUIREMENTS	Insurance requirements are included in the Master Subcontract Agreement, Exhibit "B". <u>Subcontractors will not be allowed on site until they have fully complied with the insurance requirements.</u>
PREVAILING WAGES	Prevailing wages are not required on this Project. (See instructions to bidders Section 00-01; subsection 29)
MBE/WBE/ DBE GOALS	Bidders are expected to make a good faith effort to utilize/ actively solicit MBE/ DBE contractors, suppliers and their organizations. (See instructions to bidders Section 00-01; subsection 29)
TAXES/EXEMPTIONS	This Project is not tax exempt.
OTHER SPECIAL REQUIREMENTS	See Section 00-13, Special Project Requirements.
QUESTIONS:	All Questions should be submitted in writing and directed to Matt Kolbeck at Henry Carlson Construction (mkolbeck@henrycarlson.com).

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

BID DOCUMENTS

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

Aberdeen Builders Exchange, dakotabuild@midconetwork.com
Construction Industry Center, cic@constructionindustrycenter.com
DBE, Lance.DeMers@state.sd.us
 Fargo-Moorhead Builders Exchange, info@fmbx.org
Lincoln Builders Bureau, info@buildersbureau.com
Master Builders of Iowa, content@isqft.com
Omaha Builders Exchange, lisa.shockey@omahaplanroom.com
Plains Builders Exchange, info@plainsbuilders.com
SD Assoc. of Plumbing/Heating, phcc@midco.net
Sioux Falls Builders Exchange, info@sfbx.com
Watertown Builders Exchange, duanesfloorcovering@iw.net

Contractor/State reserves the right to reject any or all bids, waive any irregularities therein.

We look forward to receiving your Bid(s). If you have any questions or require further assistance, please contact Matt Kolbeck at mkolbeck@henrycarlson.com.

SECTION 00-02 – ASBESTOS STATEMENT & INSTRUCTIONS TO BIDDERS

ASBESTOS STATEMENT

ASBESTOS CONTAINING MATERIALS CAUTION:

It is brought to the contractor's attention that asbestos containing materials (greater than 1%) may be present outside the project requirements yet within the building or area. The contractor shall take the necessary precautions so as not to disturb this material. If asbestos containing materials are disturbed, the contractor shall follow and comply with the state rules promulgated under SDCL 34-44 pertaining to asbestos, and 29 CFR 1926.58, 40 CFR Part 61, 40 CFR Part 763 as in effect and the United States Environmental Protection Agency publication entitled "Guidance for Controlling Asbestos Containing Materials in Buildings" (EPA 560/5-85-024, June 1985).

ASBESTOS CONTAINING MATERIALS STATEMENT:

In accordance with the provisions of SDCL 34-44-8, all bidders and contractors are hereby notified that to the best knowledge of the owner or those representing him in any capacity, this project **does not** involve asbestos containing materials (greater than 1%). Bidders are further instructed that no asbestos containing materials are to be installed in this project.

The contractor is cautioned that hidden materials unknown to the owner and inaccessible for testing may be found during the demolition work of this project which may be asbestos containing materials. Proper procedures shall be followed upon discovery of these materials. The owner or those representing the owner in any capacity shall not be held responsible or liable for any injury or cost to any person resulting from handling of or proximity to such materials.

ASBESTOS LIABILITY STATEMENT

In accordance with amended SDCL 34-44, neither the owner, employees, or agents of the owner, nor any other person may have any claim, right or action against the prime contractor for any asbestos related injury or damage arising from the activities of a certified asbestos abatement subcontractor. Unless exempt under applicable state and federal law, no asbestos abatement work may be performed except by a certified asbestos contractor. A certified asbestos abatement subcontractor shall hold the owner and general contractor harmless from any liability arising from such subcontractor's activities on the project. A certified asbestos abatement contractor shall cause the owner and, if acting as a subcontractor, the general contractor to be named as additional insureds and provide sufficient proof of insurance for purposes of this section.


Invitation to Bid

Sealed bids will be received by the State Engineer on behalf of Henry Carlson Construction, LLC. at the Office of the State Engineer, Joe Foss Building, 523 East Capitol Ave, Pierre, South Dakota 57501-3182 until April 7, 2022, at 2:30 PM CT for the FB&T Arena and SJM Additions and Renovations — Bid Package 01, South Dakota State University, Brookings, South Dakota, OSE# R0319--23X/FBT. This invitation is for the structural steel, concrete, precast concrete, and helical piers portions of the project. Please see project manual for specific bid items.

There will be an on-site pre-bid meeting on March 29, 2022, at 11:00 AM CT. All bidders can meet in the Facilities and Services Building Room 110. This pre-bid meeting is optional but is the bidders only opportunity to review the site. Campus contact is Reed Leibel, 605-688-4136, Reed.Leibel@sdstate.edu. OSE contact is Todd Baack, Todd.Baack@state.sd.us.

Copies of the Plans and Specifications, as well as general project information may be obtained by bidders at the office of EAPC Architects Engineers, 101 N Phillips Avenue, Suite 300, Sioux Falls, SD 57104. Contact: Shawn Crowley, 605-444-1612, Shawn.Crowley@eaPc.net, or Henry Carlson Construction, LLC, 1205 West Russet St., Sioux Falls, SD 57104. Contact: Chad Nelson, 605-336-2410, CNelson@henrycarlson.com. Anyone requesting, reviewing, or copying Plans and Specifications for this project agrees that they are doing so for the sole purpose of submitting a bid on the project. Bidder further agrees the Plans and Specifications are the sole property of the State;

Each bid in excess of \$100,000.00 must be accompanied by a certified check, cashier's check, or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank, or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to Henry Carlson Construction, LLC. Henry Carlson Construction, LLC reserves the right to reject any or all bids and to waive any irregularities therein.


STACY WATTERS, P.E.
State Engineer
Office of the State Engineer

Published twice at the total approximate cost of _____

Instructions to Bidders

1. Examination of Plans, Specifications and Site.

Bidders should carefully examine the site of the proposed work, subsurface conditions, the Plans and Specifications, and the bid and contract documents governing the project. The submission of bids is conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered; the character, quality, and scope of the proposed work; the quality and quantity of the materials to be furnished; and the requirements of the bid, the Plans and Specifications, and the other Contract Documents.

The Plans and Specifications are to be used only with respect to this project and are not to be used for any other project or purposes other than preparing a bid for this project; the Plans and Specifications will not be disseminated to any person or entity for purposes other than obtaining pricing information without the express written approval of the state; all information contained in the Plans and Specifications is confidential; and should the bidder disseminate the Plans and Specifications to an individual or entity for purposes of obtaining pricing information, the bidder will require that individual or entity to adhere to the terms set forth herein. The bidder, however, assumes no liability for the misuse of the Plans and Specifications by such third party or such third party's failure to comply with the provisions contained herein.

Any copies of the Plans and Specifications obtained directly from the State will be returned to the office of the Architect/Engineer immediately after the State provides notice that bidder will not be awarded a contract, or thirty (30) days after the bid opening for the project, whichever occurs first. Any copies of the Plans and Specifications made by the bidder will be destroyed immediately after the State provides notice that bidder will not be awarded a contract, or thirty (30) days after the bid opening for the project, whichever occurs first. If bidder does not submit a bid, bidder will fulfill the requirements previously outlined on or before the date of the bid opening. Should bidder be awarded a contract for construction of the project, bidder does not need to return or destroy Plans and Specifications until after completion of the project.

2. Submission of Bids

Each bid must:

- a. Be submitted on the prescribed form (see Section 00-07); all blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures;
- b. Include any addenda issued during the time of advertising for bids the same as though it had been included in the original Plans and Specifications; and
- c. Be submitted in a sealed opaque envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. See Section 00-07C attached hereto for Sample Format for envelope. If forwarded by mail, Federal Express, or other commercial courier, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the bid form.

All bids and any modifications to bids must be in the hands of the State Engineer or the State Engineer's representative on or before the time set for opening bids in the Invitation for Bids. Bids that are not properly marked may be disregarded. Bids will not be received after the time for bid opening.

3. Modification of Bids.

- a. Bids may be modified by mail or email received at the place designated in the Invitation to Bid, not later than the time set for the opening of bids. A modification shall not reveal the bid price, but shall provide the addition or subtraction or the modification so that the final prices or terms will not be known to the public corporation until the sealed bid is opened (see Section 00-07A, Modification To Bid Form). A modification may not be withdrawn after the time set for the opening of bids. No bid made shall be changed or altered by telephone. No oral changes, alterations or conditions will be accepted under any circumstance.
- b. An email modification must be submitted on Section 00-07A, Modification To Bid Form to the email address OSE.BIDMOD@state.sd.us . Pursuant to the requirements of SDCL §5-18A-5(6), OSE will not accept any email modification received in its offices after the time set for the opening of bids.

4. Contractor's Qualification Statement.

For bids of \$100,000.00 or more, the low bidder, upon request, must submit to the Office of the State Engineer, within 48 hours of said request, Contractor's Statement of Skills and Capabilities (Exhibit "F") with their bids. The Contractor's Qualification Statement (AIA Document A305) or the AGC's Contractor Qualification Statement may be used provided it includes all the information required by the OSE document, minus the financial statement.

5. Bid Security.

Each bid over \$100,000.00 must be accompanied by a bid security as follows:

- a. Certified Check, Cashier's Check or Draft. A certified check, cashier's check or draft for five percent (5%) of the amount of the bid, including all add alternates, such check to be certified or issued by either a State or National Bank and payable to said public corporation or officer.
- b. Bid Bond. In lieu of a certified check as a bid guarantee, a bid bond of ten percent (10%) of the total amount of the bid, including all add alternates, may be furnished by the Contractor. See Section 00-07D for Bid Bond form. Such bond to be issued by a surety authorized to do business in the State of South Dakota. Such bond shall be payable to said public corporation or officer as guaranty that such bidder will enter into a contract with said public corporation, its Board or officers thereof, in accordance with the terms of such letting and bid in case such bidder be awarded the contract.

No bidder shall be required to leave his/her certified check or other guaranty or bid bond posted for a longer period than thirty (30) days if the bid is not accepted. The certified check or other guaranty of the successful bidder shall be returned to him forthwith upon the execution of the contract and surety herein provided for.

6. Withdrawal of Bids.

Any bid may be withdrawn by letter, email, or in person before the time specified in the advertisement therefor. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bids may be withdrawn after the time designated in the Invitation to Bid for the opening of bids. The email address for withdrawing a bid is OSE.BIDMOD@state.sd.us.

7. Request for Interpretation.

Any person who plans to bid on the project may submit to the Owner a written request for an interpretation of any part of the Plans and Specifications or Contract Documents. Requests for interpretations shall be made not less than ten (10) days prior to the opening of bids. Any interpretation will be in writing and furnished to each person receiving Plans and Specifications for bidding. The Owner will not be responsible for any other explanation or interpretation.

8. Or Equal Clause.

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any materials, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the requirements of Article 6.3.4 of the General Conditions are met and the material, article, or equipment so proposed is, in the opinion of the Architect and State Engineer, of equal substance and functions.

9. Preference for South Dakota Products, Labor and Materials.

By virtue of statutory authority in SDCL § 5-18A-6(10) et seq. preference will be given to South Dakota products, labor and materials as provided by law.

10. Opening of Bids.

Bids will be received until the time for opening designated in the Invitation to Bid. All bids received within the designated time will be opened and read aloud at the time and place designated in the Invitation to Bid. Bidders and their authorized agents are invited to attend.

11. Relief from Mistake in Bid.

A bidder claiming a mistake in a bid must give the State written notice of the alleged mistake within five calendar days after the bids are opened, specifying in detail how the mistake occurred. Relief will only be granted for clerical or mathematical mistakes which can be documented to the satisfaction of the State Engineer.

12. Rejection of Bids.

Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, unexplained erasures, or irregularities of any kind. The State may waive any informality in the bids received. When bids are signed by an agent other than an authorized corporate officer or member of a partnership, a power of attorney must be filed with the bid. Otherwise, the bid will be rejected as irregular and unauthorized. If there is reason to believe that collusion among the bidders exists, any or all bids may be rejected. The State reserves the right to reject all bids if in the judgment of the State Engineer it is in the best interest of the State.

13. Award of Contract.

If the contract is awarded, it will be awarded to the responsible bidder submitting the lowest bid, subject to paragraph 17 below, which complies with the Invitation to Bid and with these instructions. The successful bidder will be notified within thirty (30) calendar days of the date bids are opened. Subsequent to notice of award, the successful bidder will be presented with a contract agreement. The contract will require the completion of work according to the Plans and Specifications and the Contract Documents. Conditional bids will not be accepted.

14. Responsibility.

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

15. Nonresident Bids.

SDCL § 5-18A-26, provides that the Contract shall be let to the lowest responsible bidder; provided, however, a resident bidder may be allowed a preference on any such contract as against the bid of any bidder from any other State or foreign province which enforces or has a preference for resident bidders. The amount of the preference given to the resident bidder shall be equal to the preference in the other state.

16. Subcontractor Certification.

SDCL§ 5-18B-6, provides that prior to execution of a public improvement project a successful bidder shall certify on the prescribed form (Exhibit "G"):

- (1) That no more than twenty-percent of the cost of labor included in the contract is being provided by nonresident subcontractors; or
- (2) That more than twenty percent of the cost of labor included in the contract is being provided by nonresident subcontractors because resident contractors are not available and at competitive prices.

17. Method of Award.

- a. Bidding procedure involving only a base bid: If the base bid is within the amount of funds available to finance the construction contract, then contract award will be made to that responsible bidder submitting the low base bid. If the low bid exceeds the funds available to finance the construction, the State may negotiate with the low bidder to produce a bid amount within the availability of funds.
- b. Bidding procedure involving a base bid and alternate bids: If the base bid is within the amount of funds available to finance the construction contract and the Owner wishes to accept alternate bids, then contract award will be made to that responsible bidder submitting the low combined bid, consisting of the base bid and any combination of add or deduct alternative bids found to be most advantageous to the Owner. Under this procedure, if the Owner wishes to make award on low base bid only, then contract award will be made to that responsible bidder submitting the low base bid. If the low bid exceeds the funds available to finance the construction, the State may negotiate with the low bidder to produce a bid amount within the availability of funds.

18. Execution of Agreement.

Within ten (10) calendar days after the proposed contract agreement is presented to the successful bidder for execution, the successful bidder must execute the contract documents and, *if the Contract is for more than \$100,000.00*, provide a performance and labor and material payment bond.

19. Performance & Labor and Material Payment Bond.

If the Contract is for more than \$100,000.00, provide a performance and labor and material payment bond produced by a South Dakota licensed insurance producer (agent) and issued by a South Dakota licensed surety in an amount not less than the amount of the awarded contract. The performance and labor and material payment bond Surety or Sureties shall meet all requirements of South Dakota Law.

This bond is to secure the faithful performance of the contract and the payment of those to whom the bidder may become legally indebted for labor, materials, tools, equipment, or services of any kind used or employed by the bidder in performing the work. The surety bond shall be on the form attached hereto as Section 00-07D. *(Failure on the part of the bidder to furnish such bond in the time stated shall be cause for consideration by the State of awarding the Contract to the second low bidder and the retention of the bid deposit.)*

20. Power of Attorney.

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

21. Default.

The failure to execute the contract documents or to furnish bonds required by these instructions within ten (10) calendar days after the proposed contract agreement is presented for execution constitutes a default. In the event of a default, the State may award the contract to the next lowest bidder or may re-advertise for bids. The State may charge against the defaulting bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed plus the State's additional administrative cost necessitated by the bidder's failure to execute the Contract Documents, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the State for a refund.

22. Commencement of Work/Time of Completion.

The contractor for the general construction shall commence work under the contract within ten (10) consecutive calendar days after issuance of written Notice to Proceed and shall substantially complete all work under the contract within the timeframe specified in the Bid Form.

23. Liquidated Damages.

See Article 10.3.4 of the General Conditions.

24. Applicable Laws and Regulations.

The bidder's attention is directed to the fact that all applicable South Dakota laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

25. South Dakota Tax Information for Public Contracts.

Contractors performing public contracts in South Dakota may become responsible for two types of taxes: the excise tax upon realty improvement contracts and the sales/use tax upon materials.

All contractors must secure a license from the Department of Revenue before engaging in the construction activities in this State. Detailed information on tax requirements may be obtained from the Department of Revenue, Anderson Building, Pierre, South Dakota 57501. Telephone 605.773.3311.

26. Applicable Standards.

In addition to codes, Standards and Regulations referenced for compliance in the various sections of the Specifications, the work shall be in compliance with the following:

ANSI Z53.1 - 1971, and as revised

Safety color code for marking physical hazards.

ANSI A13.1 - 1975, and as revised

Scheme for the identification of piping systems.

ANSI C2, and as revised

National Electrical Safety Code.

27. Affirmative Action Plan.

The State of South Dakota requires that all contractors, vendors, and suppliers, employing fifty or more persons, doing business with any State Agency, Department, or Institution, place on file a statement of Affirmative Action that said contractor, vendor, or supplier does not discriminate in its employment practices with regard to race, color, religion, sex or national origin.

No award of any contract with the State of South Dakota shall be executed or awarded and approved by the State for any service, supply, or commodity unless the successful bidder submits such statement.

Above statement may be submitted to the State Engineer with the contractor's bid, or prior to award of contract.

28. Procurement Law.

This project is subject to the provisions of SDCL § 5-18A and 5-18B et seq.

SECTION 00-03 - SCOPE(S) OF WORK

INDEX TO SCOPES OF WORK

Bid Package #1: (Bid date April 7th, 2022 @ 2:30pm CST)

Bid Scope 1.02A – Earthwork
Bid Scope 1.02B – Site Utilities
Bid Scope 1.02G – Temporary Chain Link Fencing
Bid Scope 1.02H – Helical Piers
Bid Scope 1.03A – Concrete Footings & Foundations
Bid Scope 1.03C – Precast Concrete (Supply Only)
Bid Scope 1.05A – Steel Materials (Supply Only)

Bid Package #2: Bid Date is yet To Be Determined

Bid Scope 1.02C – Asphalt Paving
Bid Scope 1.02D – Site Concrete
Bid Scope 1.02E – Landscape Work
Bid Scope 1.03B – Concrete Slabs
Bid Scope 1.04A – Masonry
Bid Scope 1.05B – Steel & Precast Erection
Bid Scope 1.06A – Rough & Finish Carpentry (Supply/Install & Install)
Bid Scope 1.06B – Finish Carpentry & Casework (Supply Only)
Bid Scope 1.07A – Roofing, Soffit, and Metal Wall Panels
Bid Scope 1.07B – Firestopping, Fire Joints, & Joint Sealants
Bid Scope 1.07C – Foundation Waterproofing
Bid Scope 1.08A – Doors, Frames, & Hardware (Supply Only)
Bid Scope 1.08B – Aluminum Windows, Entrances, and Glass Railings
Bid Scope 1.08C – Overhead Doors
Bid Scope 1.09A – Drywall
Bid Scope 1.09B – Ceramic Tile
Bid Scope 1.09C – Acoustical Ceilings & Assemblies
Bid Scope 1.09D – Flooring
Bid Scope 1.09E – Polished Concrete Finish
Bid Scope 1.09F – Athletic Flooring
Bid Scope 1.09G – Painting & Coatings
Bid Scope 1.10A – Specialties (Supply Only)
Bid Scope 1.10B – Signage
Bid Scope 1.10C – Lockers
Bid Scope 1.10D – Flagpoles
Bid Scope 1.10E – Metal Architectural Mesh
Bid Scope 1.11A – Food Service Equipment
Bid Scope 1.11B – Gymnasium Equipment

Bid Scope 1.13A – Pool Equipment

Bid Scope 1.14A – Elevators

Bid Scope 1.15A – Fire Protection

Bid Scope 1.15B – Plumbing & Hydronics Heating

Bid Scope 1.15C – HVAC

Bid Scope 1.16A – Electrical & Communications

Provide all labor and materials, tools, equipment, supervision, profit, overhead and other item necessary to furnish and install the Scope of Work assigned, as required by the Subcontract Documents, Scope of Work and other items issued by Addenda.

SECTION 00-04 - INDIVIDUAL SCOPE OF WORK

Scope of Work #1.02A - Earthwork			
Project Name:	First Bank & Trust Arena Addition & Renovation		
Project Location:	1165 Jackrabbit Ave. Brookings, South Dakota 57007		
Bid Date:	See Bid Invite	Bid Time:	See Bid Invite
Bidder's Name:			
CSI Sections:	SECTION 312300 – EXCAVATION AND FILL		
	Selective Site Demolition		
Scope of Work: The following information is to be included in your proposal. The following list is not meant to be considered as an all inclusive scope narrative, but rather a supplement to the contract documents. **ATTACH THIS SCOPE LETTER TO YOUR BID FORM**			This is included in your Bid (check box to confirm)
General Scope Items:			
1	Your firm has visited the site and understands all existing conditions.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
2	Your firm has reviewed HCC's sample subcontract, exhibits (including insurance requirements), and will sign an un-amended version of this subcontract if awarded this project.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
3	Your firm has cross referenced all drawings (Civil, Structural, Architectural), and included all required costs for a complete scope per the bid packages being proposed upon. If a discrepancy exists on the plans, either notify HCC in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
4	Your firm will attend a mandatory post award buy-in conference where your firm will provide HCC a detailed breakdown of scope activities with durations specific to your scope of work. (This information will be used to refine the project master schedule.)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
5	Your firm will include compliance with HCC's construction schedule and schedule updates issued by HCC. If, in the opinion of HCC, your firm falls behind the construction schedule by no fault of others and is so notified by HCC in writing, your firm shall employ such means as overtime labor, multiple work shifts, additional equipment and the like; all without additional compensation, and shall continue to do so until the progress of the work is, in the opinion of HCC, in conformance with the construction schedule. HCC may, in its sole discretion, provide supplemental resources, at contractors expense, in order to ensure the work stays to schedule.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
6	Your firm must schedule and coordinate all work with HCC's jobsite superintendent and other subcontractors on site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
7	Your firm will attend a mandatory preconstruction meeting, preinstallation conference prior to the start of work. While working onsite your firm will attend daily huddles, weekly foreman's meetings, and monthly safety	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
8	Your firm will manage a site-specific safety program for all your work. All work must be performed to meet or exceed OSHA regulations and HCC safety regulations and requirements. (See HCC contract exhibits for requirements)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
9	Your firm (including all 2nd tier subcontractors) will complete a Job Safety Analysis (JSA) report daily. The completed JSA's must be submitted to HCC staff or posted to PROCORE on a daily basis. See the Exhibit G to the subcontract agreement for more information on the JSA process.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
10	All contractor's employees will be required to read & sign a site specific HCC site orientation acknowledgement	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
11	Your firm will include warranty and maintenance per the project requirements. The warranty period begins once the project reaches Substantial Completion (not necessarily when your work is completed).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
12	The Punchlist created with and attached to the Certificate of Substantial Completion will start a thirty (30) day completion timer. Within 5 days of receipt of the Certificate of Substantial Completion, contractor will submit a Punchlist completion schedule. Any items not completed within the thirty (30) day period will be remedied by other sources and the costs deducted from the subcontractor's final application for payment. These deducted costs will include costs incurred by the CM, the Design Professions, and Owner associated with rectifying the listed items. All warranties and closeout documentation must be complete, submitted and approved by the CM prior to the Certificate of Substantial Completion begin released.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
13	Your firm agrees to compile and work through the HCC observation/pre-punch list process, to review, identify, and correct deficiencies prior to the formal punchlist process with the architect and owner.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
14	Your firm will provide protection to adjacent property and vehicles as it pertains to your scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
15	Contractor agrees to treat other contractors with respect. Additionally, contractor agrees to treat other contractors' work product with respect.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
16	Your firm will provide all necessary shop drawings and submittals as required by drawings & specifications as well as estimated lead times for shop drawings (_____Weeks) and materials (_____Weeks).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
17	Your firm will provide an SDS list of all materials being used or stored on-site. A hard bound copy of the book will need to be provided to HCC and placed in the HCC on-site office trailer.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
18	Your firm will coordinate all testing times, frequency, and locations with Owner's testing contractor and HCC as required by project specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

Scope of Work #1.02A - Earthwork

19	Your firm will include ALL layout as required to complete your work - coordinate with HCC established benchmarks as well as other trades layout. (Site survey and staking to be provided by others, coordinate with HCC for scope of survey)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
20	Your firm will include temporary traffic control as required to complete your work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
21	Your firm has included all costs related to material handling and hoisting as required for your scope of work. HCC will not be supplying cranes, forklifts, personnel lifts, etc. on-site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
22	Your firm will include your own means of any special power requirements and water to complete your scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
23	Your firm will include daily clean-up of debris generated by your work as required to keep the jobsite safe and clean. Trash, debris, and recyclables to be placed in HCC designated receptacle or dumpster, unless noted otherwise.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
24	Your firm has included all applicable sales and/or use taxes. Excluding excise tax, this will be covered by HCC.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
25	Provide foreman capable of communicating in English.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
26	Your crew will roll up all extension cords and store them off the floor at the end of every daily shift.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Specific Scope Items:

27	Secure and pay for any required permits or licenses for this scope of work with the exception of the general building permit.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
28	Your firm has included multiple mobilizations, may be needed to coordinate with other trades due to sequencing and scheduling requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
29	Your firm has read and understands all recommendations required by the geotechnical report and has included the cost for the noted work in your bid proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
30	Your firm will furnish and install base course under asphalt and/or concrete paving as well as curb and gutter to (+/-) .10', with additional base material supplied for fine grading.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
31	Your firm will provide base course material for concrete sidewalks (install and prep by others).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
32	Your firm will furnish and install base course under concrete slab on grade (+/- .10') (Final prep by others).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
33	Your firm has included site demolition and all concrete and asphalt cutting needed for this demolition.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
34	Your firm will coordinate all required soils and base course testing with owner's testing contractor.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
35	Your firm has included all required frost ripping and/or thawing as needed for the excavation to maintain noted schedule.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
36	Your firm has included the excavation and backfill of all footings & foundations noted in the project documents.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
37	Your firm has included all dewatering needed to allow appropriate task to be completed in a timely manor with in the excavation area.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
38	Provide temporary and permanent erosion control features including but not limited to concrete washout facility, silt fencing, area inlet protection, tracking stations at all vehicle site entrances/exits as typically required by the City of Brookings and State of South Dakota. Maintenance of these controls, assemblies, and systems are to be included up to the point of removal at time deemed allowable by state and/or city.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
39	Your firm will provide street cleaning/sweeping as required during this scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
40	Your firm has included the demolition to remove the two large exterior stairs, one being on the southeast corner and one being on the southwest corner of the existing arena.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
41	Your firm has included the supply and placement of all top soil noted. Top soil provided shall not contain rocks, debris, and/or soil clumps greater than an inch.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Unit Prices:

		Add	Deduct
	Load, haul, and remove from the site, spoils and debris generated at the site (Load & Haul \$ _____/cy)		

Work Scope Acknowledgement (ATTACH THIS SCHEDULE TO YOUR BID FORM**)**

Authorized Signature: _____

Print Name: _____

Date: _____

Company and Title: _____

Scope of Work #1.02B - Site Utilities			
Project Name:		First Bank & Trust Arena Addition & Renovation	
Project Location:		1165 Jackrabbit Ave. Brookings, South Dakota 57007	
Bid Date:		See Bid Invite	Bid Time: See Bid Invite
Bidder's Name:			
CSI Sections:	SECTION 331000 – WATER UTILITIES		
	SECTION 333100 – SANITARY UTILITIES		
	SECTION 334000 – STORM DRAINAGE UTILITIES		
	CITY OF BROOKINGS SANITARY SEWER MAIN CONSTRUCTION		
	CITY OF BROOKINGS SANITARY WATER MAIN CONSTRUCTION		
Scope of Work: The following information is to be included in your proposal. The following list is not meant to be considered as an all inclusive scope narrative, but rather a supplement to the contract documents. **ATTACH THIS SCOPE LETTER TO YOUR BID FORM**			This is included in your Bid (check box to confirm)
General Scope Items:			
1	Your firm has visited the site and understands all existing conditions.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
2	Your firm has reviewed HCC's sample subcontract, exhibits (including insurance requirements), and will sign an un-amended version of this subcontract if awarded this project.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
3	Your firm has cross referenced all drawings (Civil, Structural, Architectural), and included all required costs for a complete scope per the bid packages being proposed upon. If a discrepancy exists on the plans, either notify HCC in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
4	Your firm will attend a mandatory post award buy-in conference where your firm will provide HCC a detailed breakdown of scope activities with durations specific to your scope of work. (This information will be used to refine the project master schedule.)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
5	Your firm will include compliance with HCC's construction schedule and schedule updates issued by HCC. If, in the opinion of HCC, your firm falls behind the construction schedule by no fault of others and is so notified by HCC in writing, your firm shall employ such means as overtime labor, multiple work shifts, additional equipment and the like; all without additional compensation, and shall continue to do so until the progress of the work is, in the opinion of HCC, in conformance with the construction schedule. HCC may, in its sole discretion, provide supplemental resources, at contractors expense, in order to ensure the work stays to schedule.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
6	Your firm must schedule and coordinate all work with HCC's jobsite superintendent and other subcontractors on site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
7	Your firm will attend a mandatory preconstruction meeting, preinstallation conference prior to the start of work. While working onsite your firm will attend daily huddles, weekly foreman's meetings, and monthly safety	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
8	Your firm will manage a site-specific safety program for all your work. All work must be performed to meet or exceed OSHA regulations and HCC safety regulations and requirements. (See HCC contract exhibits for requirements)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
9	Your firm (including all 2nd tier subcontractors) will complete a Job Safety Analysis (JSA) report daily. The completed JSA's must be submitted to HCC staff or posted to PROCORE on a daily basis. See the Exhibit G to the subcontract agreement for more information on the JSA process.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
10	All contractor's employees will be required to read & sign a site specific HCC site orientation acknowledgement form before starting work on the jobsite. Sexual offender background checks will be performed.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
11	Your firm will include warranty and maintenance per the project requirements. The warranty period begins once the project reaches Substantial Completion (not necessarily when your work is completed).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
12	The Punchlist created with and attached to the Certificate of Substantial Completion will start a thirty (30) day completion timer. Within 5 days of receipt of the Certificate of Substantial Completion, contractor will submit a Punchlist completion schedule. Any items not completed within the thirty (30) day period will be remedied by other sources and the costs deducted from the subcontractor's final application for payment. These deducted costs will include costs incurred by the CM, the Design Professions, and Owner associated with rectifying the listed items. All warranties and closeout documentation must be complete, submitted and approved by the CM prior to the Certificate of Substantial Completion begin released.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
13	Your firm agrees to compile and work through the HCC observation/pre-punch list process, to review, identify, and correct deficiencies prior to the formal punchlist process with the architect and owner.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
14	Your firm will provide protection to adjacent property and vehicles as it pertains to your scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
15	Contractor agrees to treat other contractors with respect. Additionally, contractor agrees to treat other contractors' work product with respect.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
16	Your firm will provide all necessary shop drawings and submittals as required by drawings & specifications as well as estimated lead times for shop drawings (_____Weeks) and materials (_____Weeks).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

Scope of Work #1.02B - Site Utilities

17	Your firm will provide an SDS list of all materials being used or stored on-site. A hard bound copy of the book will need to be provided to HCC and placed in the HCC on-site office trailer.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
18	Your firm will coordinate all testing times, frequency, and locations with Owner's testing contractor and HCC as required by project specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
19	Your firm will include ALL layout as required to complete your work - coordinate with HCC established benchmarks as well as other trades layout. (Site survey and staking to be provided by others, coordinate with HCC for scope of survey)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
20	Your firm will include temporary traffic control as required to complete your work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
21	Your firm has included all costs related to material handling and hoisting as required for your scope of work. HCC will not be supplying cranes, forklifts, personnel lifts, etc. on-site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
22	Your firm will include your own means of any special power requirements and water to complete your scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
23	Your firm will include daily clean-up of debris generated by your work as required to keep the jobsite safe and clean. Trash, debris, and recyclables to be placed in HCC designated receptacle or dumpster, unless noted otherwise.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
24	Your firm has included all applicable sales and/or use taxes. Excluding excise tax, this will be covered by HCC.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
25	Provide foreman capable of communicating in English.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
26	Your crew will roll up all extension cords and store them off the floor at the end of every daily shift.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Specific Scope Items:

27	Your firm will secure and pay for any required permits, licenses, or taps for this scope of work with the exception of the general building permit.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
28	Your firm has included multiple mobilizations, may be needed to coordinate with sequencing and scheduling requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
29	Your firm will provide the street cleaning/sweeping as required during this scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
30	Your firm will coordinate fire service entrance piping with fire sprinkler contractor to ensure a complete and proper tie-in, assume to first flange inside the building is the delineation line.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
31	Your firm will coordinate sanitary sewer, storm sewer, and domestic water piping with plumbing contractor to ensure a complete and proper tie-in, piping to within 5' of the building line is included in this scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
32	Your firm will provide the excavation for any underground work noted for all systems indicated in this scope, all trenches to be backfilled with appropriate materials as noted in the documents, compacted, and tested (coordinated with owners testing firm). Upon completion of this underground work this subcontractor shall coordinate with the earthwork contractor to ensure the restore of disturbed base material to proper subgrade elevations.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
33	Your firm will coordinate any shutdown to existing systems/utilities with SDSU Facilities, HCC, and City of Brookings.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
34	Your firm will provide and install adjustment rings for any structures in asphalt and concrete pavement, work to be coordinated with the other scopes involved.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
35	Your firm has included any street removals required for this scope of work. This included any pavement and/or concrete cutting.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
36	Erosion control measures for new structures are to be included within this scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Unit Prices:		Add	Deduct

Work Scope Acknowledgement (ATTACH THIS SCHEDULE TO YOUR BID FORM**)**

Authorized Signature: _____

Print Name: _____

Date: _____

Company and Title: _____

Scope of Work #1.02G - Temporary Chain-Link Fencing & Privacy Fence			
Project Name:		First Bank & Trust Arena Addition & Renovation	
Project Location:		1165 Jackrabbit Ave. Brookings, South Dakota 57007	
Bid Date:		See Bid Invite	Bid Time: See Bid Invite
Bidder's Name:			
CSI Sections:	INSTALLATION AND REMOVAL OF TEMPORARY SITE CHAIN LINK FENCE AND GATES		
Scope of Work: The following information is to be included in your proposal. The following list is not meant to be considered as an all inclusive scope narrative, but rather a supplement to the contract documents. **ATTACH THIS SCOPE LETTER TO YOUR BID FORM**			This is included in your Bid (check box to confirm)
General Scope Items:			
1	Your firm has visited the site and understands all existing conditions.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
2	Your firm has reviewed HCC's sample subcontract, exhibits (including insurance requirements), and will sign an un-amended version of this subcontract if awarded this project.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
3	Your firm has cross referenced all drawings (Civil, Structural, Architectural), and included all required costs for a complete scope per the bid packages being proposed upon. If a discrepancy exists on the plans, either notify HCC in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
4	Your firm will attend a mandatory post award buy-in conference where your firm will provide HCC a detailed breakdown of scope activities with durations specific to your scope of work. (This information will be used to refine the project master schedule.)	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
5	Your firm will include compliance with HCC's construction schedule and schedule updates issued by HCC. If, in the opinion of HCC, your firm falls behind the construction schedule by no fault of others and is so notified by HCC in writing, your firm shall employ such means as overtime labor, multiple work shifts, additional equipment and the like; all without additional compensation, and shall continue to do so until the progress of the work is, in the opinion of HCC, in conformance with the construction schedule. HCC may, in its sole discretion, provide supplemental resources, at contractors expense, in order to ensure the work stays to schedule.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
6	Your firm must schedule and coordinate all work with HCC's jobsite superintendent and other subcontractors on site.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
7	Your firm will attend a mandatory preconstruction meeting, preinstallation conference prior to the start of work. While working onsite your firm will attend daily huddles, weekly foreman's meetings, and monthly safety	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
8	Your firm will manage a site-specific safety program for all your work. All work must be performed to meet or exceed OSHA regulations and HCC safety regulations and requirements. (See HCC contract exhibits for requirements)	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
9	Your firm (including all 2nd tier subcontractors) will complete a Job Safety Analysis (JSA) report daily. The completed JSA's must be submitted to HCC staff or posted to PROCORE on a daily basis. See the Exhibit G to the subcontract agreement for more information on the JSA process.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
10	All contractor's employees will be required to read & sign a site specific HCC site orientation acknowledgement form before starting work on the jobsite. Sexual offender background checks will be performed.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
11	Your firm will include warranty and maintenance per the project requirements. The warranty period begins once the project reaches Substantial Completion (not necessarily when your work is completed).	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
12	The Punchlist created with and attached to the Certificate of Substantial Completion will start a thirty (30) day completion timer. Within 5 days of receipt of the Certificate of Substantial Completion, contractor will submit a Punchlist completion schedule. Any items not completed within the thirty (30) day period will be remedied by other sources and the costs deducted from the subcontractor's final application for payment. These deducted costs will include costs incurred by the CM, the Design Professions, and Owner associated with rectifying the listed items. All warranties and closeout documentation must be complete, submitted and approved by the CM prior to the Certificate of Substantial Completion begin released.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
13	Your firm agrees to compile and work through the HCC observation/pre-punch list process, to review, identify, and correct deficiencies prior to the formal punchlist process with the architect and owner.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
14	Your firm will provide protection to adjacent property and vehicles as it pertains to your scope of work.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
15	Contractor agrees to treat other contractors with respect. Additionally, contractor agrees to treat other contractors' work product with respect.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
16	Your firm will provide all necessary shop drawings and submittals as required by drawings & specifications as well as estimated lead times for shop drawings (____Weeks) and materials (____Weeks).	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
17	Your firm will provide an SDS list of all materials being used or stored on-site. A hard bound copy of the book will need to be provided to HCC and placed in the HCC on-site office trailer.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
18	Your firm will coordinate all testing times, frequency, and locations with Owner's testing contractor and HCC as required by project specifications.	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A

Scope of Work #1.02G - Temporary Chain-Link Fencing & Privacy Fence

19	Your firm will include ALL layout as required to complete your work - coordinate with HCC established benchmarks as well as other trades layout. (Site survey and staking to be provided by others, coordinate with HCC for scope of survey)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
20	Your firm will include temporary traffic control as required to complete your work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
21	Your firm has included all costs related to material handling and hoisting as required for your scope of work. HCC will not be supplying cranes, forklifts, personnel lifts, etc. on-site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
22	Your firm will include your own means of any special power requirements and water to complete your scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
23	Your firm will include daily clean-up of debris generated by your work as required to keep the jobsite safe and clean. Trash, debris, and recyclables to be placed in HCC designated receptacle or dumpster, unless noted otherwise.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
24	Your firm has included all applicable sales and/or use taxes. Excluding excise tax, this will be covered by HCC.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
25	Provide foreman capable of communicating in English.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
26	Your crew will roll up all extension cords and store them off the floor at the end of every daily shift.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Specific Scope Items:

27	Installation and removal as noted on the site logistics plan in the HCC Front End Information. Included 1,750 lf of 6' chain link fencing, with 4 ea 20 foot pair of gates, and privacy mesh fabric.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
28	Your firm has included multiple mobilizations based on sequencing of initial site set up and tear down. (See Site Logistics and Phasing Plan)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
29	Your firm has included top support wire for new temporary construction fencing to minimize top of fence to sag.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
30	Your firm will included the removal of temporary fencing.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Unit Prices:

		Add	Deduct

Work Scope Acknowledgement (ATTACH THIS SCHEDULE TO YOUR BID FORM**)**

Authorized Signature: _____

Print Name: _____

Date: _____

Company and Title: _____

Scope of Work #1.02H - Helical Piers			
Project Name:		First Bank & Trust Arena Addition & Renovation	
Project Location:		1165 Jackrabbit Ave. Brookings, South Dakota 57007	
Bid Date:		See Bid Invite	Bid Time: See Bid Invite
Bidder's Name:			
CSI Sections:	SECTION 316216 – STEEL HELICAL PIERS		
Scope of Work: The following information is to be included in your proposal. The following list is not meant to be considered as an all inclusive scope narrative, but rather a supplement to the contract documents. **ATTACH THIS SCOPE LETTER TO YOUR BID FORM**			This is included in your Bid (check box to confirm)
General Scope Items:			
1	Your firm has visited the site and understands all existing conditions.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
2	Your firm has reviewed HCC's sample subcontract, exhibits (including insurance requirements), and will sign an un-amended version of this subcontract if awarded this project.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
3	Your firm has cross referenced all drawings (Civil, Structural, Architectural), and included all required costs for a complete scope per the bid packages being proposed upon. If a discrepancy exists on the plans, either notify HCC in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
4	Your firm will attend a mandatory post award buy-in conference where your firm will provide HCC a detailed breakdown of scope activities with durations specific to your scope of work. (This information will be used to refine the project master schedule.)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
5	Your firm will include compliance with HCC's construction schedule and schedule updates issued by HCC. If, in the opinion of HCC, your firm falls behind the construction schedule by no fault of others and is so notified by HCC in writing, your firm shall employ such means as overtime labor, multiple work shifts, additional equipment and the like; all without additional compensation, and shall continue to do so until the progress of the work is, in the opinion of HCC, in conformance with the construction schedule. HCC may, in its sole discretion, provide supplemental resources, at contractors expense, in order to ensure the work stays to schedule.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
6	Your firm must schedule and coordinate all work with HCC's jobsite superintendent and other subcontractors on site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
7	Your firm will attend a mandatory preconstruction meeting, preinstallation conference prior to the start of work. While working onsite your firm will attend daily huddles, weekly foreman's meetings, and monthly safety	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
8	Your firm will manage a site-specific safety program for all your work. All work must be performed to meet or exceed OSHA regulations and HCC safety regulations and requirements. (See HCC contract exhibits for requirements)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
9	Your firm (including all 2nd tier subcontractors) will complete a Job Safety Analysis (JSA) report daily. The completed JSA's must be submitted to HCC staff or posted to PROCORE on a daily basis. See the Exhibit G to the subcontract agreement for more information on the JSA process.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
10	All contractor's employees will be required to read & sign a site specific HCC site orientation acknowledgement form before starting work on the jobsite. Sexual offender background checks will be performed.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
11	Your firm will include warranty and maintenance per the project requirements. The warranty period begins once the project reaches Substantial Completion (not necessarily when your work is completed).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
12	The Punchlist created with and attached to the Certificate of Substantial Completion will start a thirty (30) day completion timer. Within 5 days of receipt of the Certificate of Substantial Completion, contractor will submit a Punchlist completion schedule. Any items not completed within the thirty (30) day period will be remedied by other sources and the costs deducted from the subcontractor's final application for payment. These deducted costs will include costs incurred by the CM, the Design Professions, and Owner associated with rectifying the listed items. All warranties and closeout documentation must be complete, submitted and approved by the CM prior to the Certificate of Substantial Completion begin released.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
13	Your firm agrees to compile and work through the HCC observation/pre-punch list process, to review, identify, and correct deficiencies prior to the formal punchlist process with the architect and owner.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
14	Your firm will provide protection to adjacent property and vehicles as it pertains to your scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
15	Contractor agrees to treat other contractors with respect. Additionally, contractor agrees to treat other contractors' work product with respect.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
16	Your firm will provide all necessary shop drawings and submittals as required by drawings & specifications as well as estimated lead times for shop drawings (_____Weeks) and materials (_____Weeks).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
17	Your firm will provide an SDS list of all materials being used or stored on-site. A hard bound copy of the book will need to be provided to HCC and placed in the HCC on-site office trailer.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
18	Your firm will coordinate all testing times, frequency, and locations with Owner's testing contractor and HCC as required by project specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

Scope of Work #1.02H - Helical Piers

19	Your firm will include ALL layout as required to complete your work - coordinate with HCC established benchmarks as well as other trades layout. (Site survey and staking to be provided by others, coordinate with HCC for scope of survey)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
20	Your firm will include temporary traffic control as required to complete your work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
21	Your firm has included all costs related to material handling and hoisting as required for your scope of work. HCC will not be supplying cranes, forklifts, personnel lifts, etc. on-site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
22	Your firm will include your own means of any special power requirements and water to complete your scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
23	Your firm will include daily clean-up of debris generated by your work as required to keep the jobsite safe and clean. Trash, debris, and recyclables to be placed in HCC designated receptacle or dumpster, unless noted otherwise.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
24	Your firm has included all applicable sales and/or use taxes. Excluding excise tax, this will be covered by HCC.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
25	Provide foreman capable of communicating in English.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
26	Your crew will roll up all extension cords and store them off the floor at the end of every daily shift.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Specific Scope Items:

27	Your firm will coordinate field quality assurance for helical anchors to be included within this scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
28	Your firm will coordinate with owner's testing agent as required by this scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
29	Your firm has included any test helical anchors required by the project documents.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
30	Your firm will include any retesting for items not in compliance.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Unit Prices:

		Add	Deduct

Work Scope Acknowledgement (ATTACH THIS SCHEDULE TO YOUR BID FORM**)**

Authorized Signature: _____

Print Name: _____

Date: _____

Company and Title: _____

Scope of Work #1.03A - Concrete Footings and Foundations			
Project Name:	First Bank & Trust Arena Addition & Renovation		
Project Location:	1165 Jackrabbit Ave. Brookings, South Dakota 57007		
Bid Date:	See Bid Invite	Bid Time:	See Bid Invite
Bidder's Name:			
CSI Sections:	SECTION 032000 – CONCRETE REINFORCING		
	SECTION 033000 – CAST-IN-PLACE CONCRETE		
Scope of Work: The following information is to be included in your proposal. The following list is not meant to be considered as an all inclusive scope narrative, but rather a supplement to the contract documents. **ATTACH THIS SCOPE LETTER TO YOUR BID FORM**			This is included in your Bid (check box to confirm)
General Scope Items:			
1	Your firm has visited the site and understands all existing conditions.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
2	Your firm has reviewed HCC's sample subcontract, exhibits (including insurance requirements), and will sign an un-amended version of this subcontract if awarded this project.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
3	Your firm has cross referenced all drawings (Civil, Structural, Architectural), and included all required costs for a complete scope per the bid packages being proposed upon. If a discrepancy exists on the plans, either notify HCC in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
4	Your firm will attend a mandatory post award buy-in conference where your firm will provide HCC a detailed breakdown of scope activities with durations specific to your scope of work. (This information will be used to refine the project master schedule.)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
5	Your firm will include compliance with HCC's construction schedule and schedule updates issued by HCC. If, in the opinion of HCC, your firm falls behind the construction schedule by no fault of others and is so notified by HCC in writing, your firm shall employ such means as overtime labor, multiple work shifts, additional equipment and the like; all without additional compensation, and shall continue to do so until the progress of the work is, in the opinion of HCC, in conformance with the construction schedule. HCC may, in its sole discretion, provide supplemental resources, at contractors expense, in order to ensure the work stays to schedule.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
6	Your firm must schedule and coordinate all work with HCC's jobsite superintendent and other subcontractors on site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
7	Your firm will attend a mandatory preconstruction meeting, preinstallation conference prior to the start of work. While working onsite your firm will attend daily huddles, weekly foreman's meetings, and monthly safety	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
8	Your firm will manage a site-specific safety program for all your work. All work must be performed to meet or exceed OSHA regulations and HCC safety regulations and requirements. (See HCC contract exhibits for requirements)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
9	Your firm (including all 2nd tier subcontractors) will complete a Job Safety Analysis (JSA) report daily. The completed JSA's must be submitted to HCC staff or posted to PROCORE on a daily basis. See the Exhibit G to the subcontract agreement for more information on the JSA process.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
10	All contractor's employees will be required to read & sign a site specific HCC site orientation acknowledgement form before starting work on the jobsite. Sexual offender background checks will be performed.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
11	Your firm will include warranty and maintenance per the project requirements. The warranty period begins once the project reaches Substantial Completion (not necessarily when your work is completed).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
12	The Punchlist created with and attached to the Certificate of Substantial Completion will start a thirty (30) day completion timer. Within 5 days of receipt of the Certificate of Substantial Completion, contractor will submit a Punchlist completion schedule. Any items not completed within the thirty (30) day period will be remedied by other sources and the costs deducted from the subcontractor's final application for payment. These deducted costs will include costs incurred by the CM, the Design Professions, and Owner associated with rectifying the listed items. All warranties and closeout documentation must be complete, submitted and approved by the CM prior to the Certificate of Substantial Completion begin released.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
13	Your firm agrees to compile and work through the HCC observation/pre-punch list process, to review, identify, and correct deficiencies prior to the formal punchlist process with the architect and owner.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
14	Your firm will provide protection to adjacent property and vehicles as it pertains to your scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
15	Contractor agrees to treat other contractors with respect. Additionally, contractor agrees to treat other contractors' work product with respect.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
16	Your firm will provide all necessary shop drawings and submittals as required by drawings & specifications as well as estimated lead times for shop drawings (_____Weeks) and materials (_____Weeks).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
17	Your firm will provide an SDS list of all materials being used or stored on-site. A hard bound copy of the book will need to be provided to HCC and placed in the HCC on-site office trailer.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
18	Your firm will coordinate all testing times, frequency, and locations with Owner's testing contractor and HCC as required by project specifications.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

Scope of Work #1.03A - Concrete Footings and Foundations

19	Your firm will include ALL layout as required to complete your work - coordinate with HCC established benchmarks as well as other trades layout. (Site survey and staking to be provided by others, coordinate with HCC for scope of survey)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
20	Your firm will include temporary traffic control as required to complete your work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
21	Your firm has included all costs related to material handling and hoisting as required for your scope of work. HCC will not be supplying cranes, forklifts, personnel lifts, etc. on-site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
22	Your firm will include your own means of any special power requirements and water to complete your scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
23	Your firm will include daily clean-up of debris generated by your work as required to keep the jobsite safe and clean. Trash, debris, and recyclables to be placed in HCC designated receptacle or dumpster, unless noted otherwise.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
24	Your firm has included all applicable sales and/or use taxes. Excluding excise tax, this will be covered by HCC.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
25	Provide foreman capable of communicating in English.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
26	Your crew will roll up all extension cords and store them off the floor at the end of every daily shift.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Specific Scope Items:

27	Your firm will furnish and install the foundation insulation as noted in the project documents.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
28	Your firm will coordinate layout and you will install any anchor bolts, precast embeds, ledges, sleeves, block outs that would be required to be installed in the concrete for future trades.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
29	Your firm will provide and install all expansion joints, bond breakers, control joints, keyways, water stops, vapor barriers, and dowels as required by the project documents.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
30	Your firm will provide and install the reinforcing steel bar as noted in the project documents.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
31	Your firm will provide rebar caps at all exposed vertical rebar immediately after placing per OSHA requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
32	Your firm will not use any simulated brick-faced wall forms.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
33	Your firm will provide all dewatering and/or snow/ice removal necessary to complete the scope of work with in the sequence and/or noted per schedule.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
34	Your firm will provide all hot and cold weather concrete procedures as required to complete this scope of work with in the sequence and/or noted per schedule. This would include temporary enclosures, temporary cover, and temporary heat. Also includes any add-mixtures needed.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
35	Your firm will coordinate with owner's testing agent as required for this scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
36	Your firm will cover the cost of any rework or testing due to nonconforming final product.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
37	Your firm will provide and install any reinforcing baskets/chairs needed for this scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
38	Your firm will provide a smooth foundation wall, free of burrs, form ties, irregularities, etc., to allow for proper installation of waterproofing system.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
39	Your firm will provide all necessary traffic control needed at public streets/walks/entrances to conduct movement of equipment and materials for this scope of work in and out of the site.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
40	Your firm has included required pumping and/or other placement means dictated by work sequencing and schedule needed for this scope of work. (Do not anticipate or assume that a truck will be able to back up to all locations)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

Unit Prices:		Add	Deduct

Work Scope Acknowledgement (ATTACH THIS SCHEDULE TO YOUR BID FORM**)**

Authorized Signature: _____

Print Name: _____

Date: _____

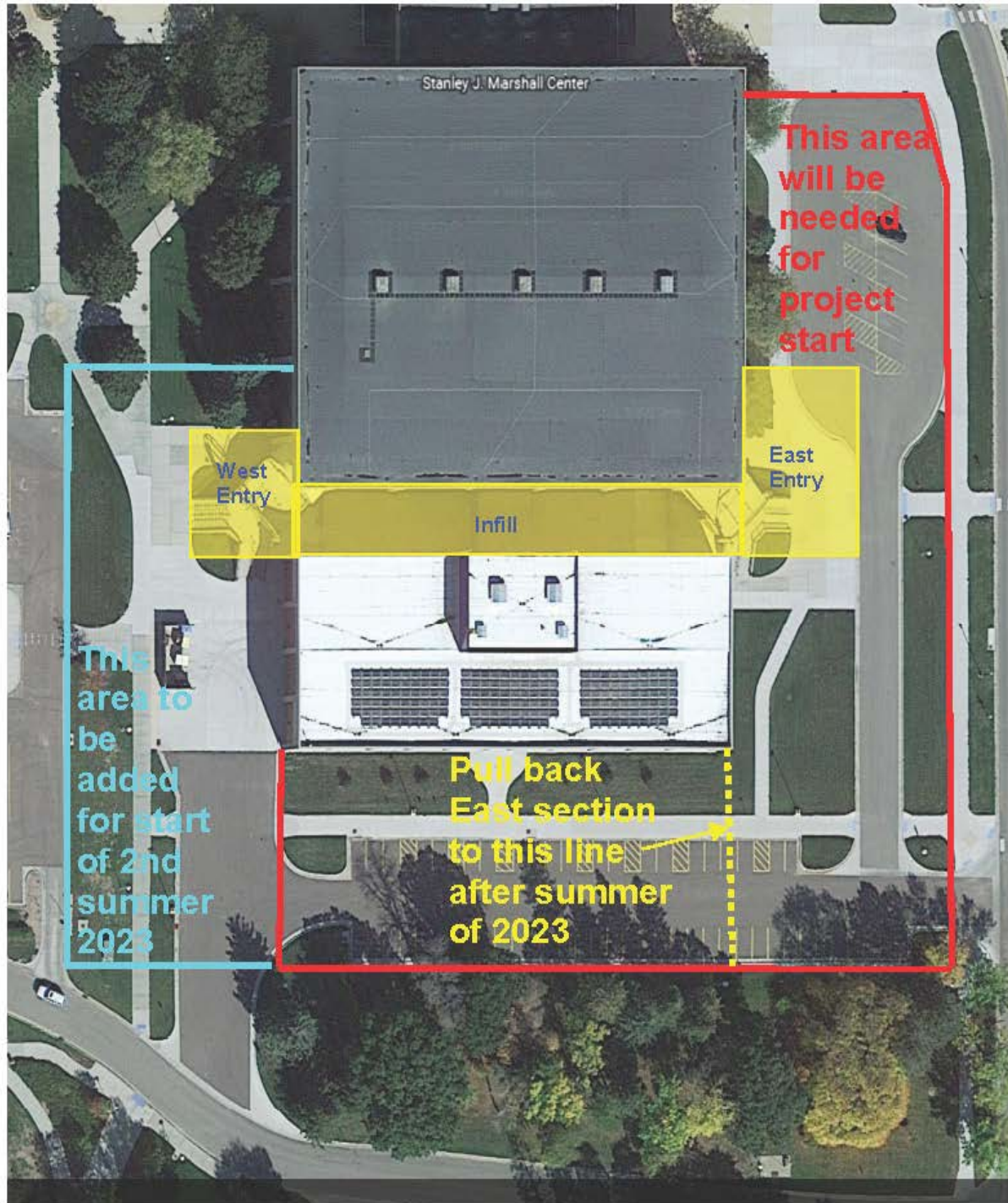
Company and Title: _____

Scope of Work #1.03C - Precast Concrete (Supply Only)			
Project Name:	First Bank & Trust Arena Addition and Renovation		
Project Location:	1165 Jackrabbit Ave. Brookings, South Dakota		
Bid Date:	See Bid Invite	Bid Time:	See Bid Invite
Bidder's Name:			
CSI Sections:	SECTION 034100 – PRECAST STRUCTURAL CONCRETE		
Scope of Work: The following information is to be included in your proposal. The following list is not meant to be considered as an all inclusive scope narrative, but rather a supplement to the contract documents. **ATTACH THIS SCOPE LETTER TO YOUR BID FORM**		This is included in your Bid (check box to confirm)	
General Scope Items:			
1	Your firm has reviewed HCC's sample purchase order, exhibits (including insurance requirements), and will sign an un-amended version of this purchase order if awarded this project.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
2	Your firm has cross referenced all drawings (Civil, Structural, Architectural), and included all required costs for a complete scope per the bid packages being proposed upon. If a discrepancy exists on the plans, either notify HCC in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
3	Firm has reviewed construction schedule and agrees to meet delivery dates required.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
4	Your firm will attend a mandatory post award buy-in conference where your firm will provide HCC a detailed breakdown of scope activities with durations specific to your scope of work. (This information will be used to refine the project master schedule.)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
5	Your firm will provide all necessary shop drawings and submittals as required by drawings & specifications as well as estimated lead times for shop drawings (_____Weeks) and materials (_____Weeks).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
6	Your firm will provide an SDS of all materials being used or stored on-site. A hard bound copy of the book will need to be provided to HCC and placed in the HCC on-site office trailer.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
7	Your firm will include warranty and maintenance per the project requirements. The warranty period begins once the project reaches Substantial Completion.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
8	Your firm has included all applicable sales and or use taxes. Excludes excise tax.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
9	Your firm has included all materials delivered to the jobsite F.O.B.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
10	Your firm will include quantity list of all materials being provided.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
Specific Scope Items:			
11	Your firm will participate (provide model) in our Building Information Modelling for scheduling, coordination, and clash detection means.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
12	Your firm has included multiple/split deliveries of the different materials and hardware provided by this scope of work to the jobsite. Coordinate deliveries with HCC.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
13	Your firm has included all field patching determined by quality control findings.		
14	Your firm has included the necessary and required connection materials needed to complete this scope of work.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
Unit Prices:		Add	Deduct
Work Scope Acknowledgement (**ATTACH THIS SCHEDULE TO YOUR BID FORM**)			
Authorized Signature: _____			
Print Name: _____ Date: _____			
Company and Title: _____			

Scope of Work #1.05A - Steel Materials (Supply Only)			
Project Name:		First Bank & Trust Arena Addition and Renovation	
Project Location:		1165 Jackrabbit Ave. Brookings, South Dakota	
Bid Date:		See Bid Invite	Bid Time: See Bid Invite
Bidder's Name:			
CSI Sections:	SECTION 051200 – STRUCTURAL STEEL FRAMING		
	SECTION 052100 – STEEL JOIST FRAMING		
	SECTION 053100 – STEEL DECKING		
	SECTION 055000 – METAL FABRICATION		
Scope of Work: The following information is to be included in your proposal. The following list is not meant to be considered as an all inclusive scope narrative, but rather a supplement to the contract documents. **ATTACH THIS SCOPE LETTER TO YOUR BID FORM**			This is included in your Bid (check box to confirm)
General Scope Items:			
1	Your firm has reviewed HCC's sample purchase order, exhibits (including insurance requirements), and will sign an un-amended version of this purchase order if awarded this project.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
2	Your firm has cross referenced all drawings (Civil, Structural, Architectural), and included all required costs for a complete scope per the bid packages being proposed upon. If a discrepancy exists on the plans, either notify HCC in writing prior to the bid date so that the issue can be resolved via an addendum, or include the more expensive option in the base bid.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
3	Firm has reviewed construction schedule and agrees to meet delivery dates required.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
4	Your firm will attend a mandatory post award buy-in conference where your firm will provide HCC a detailed breakdown of scope activities with durations specific to your scope of work. (This information will be used to refine the project master schedule.)	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
5	Your firm will provide all necessary shop drawings and submittals as required by drawings & specifications as well as estimated lead times for shop drawings (_____Weeks) and materials (_____Weeks).	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
6	Your firm will provide an SDS of all materials being used or stored on-site. A hard bound copy of the book will need to be provided to HCC and placed in the HCC on-site office trailer.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
7	Your firm will include warranty and maintenance per the project requirements. The warranty period begins once the project reaches Substantial Completion.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
8	Your firm has included all applicable sales and or use taxes. Excludes excise tax.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
9	Your firm has included all materials delivered to the jobsite F.O.B.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
10	Your firm will include quantity list of all materials being provided.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
Specific Scope Items:			
11	Your firm will participate (provide model) in our Building Information Modelling for scheduling, coordination, and clash detection means.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
12	Your firm has included multiple/split deliveries of the different materials and hardware provided by this scope of work to the jobsite. Coordinate deliveries with HCC.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
13	Please note tonnages: _____ tn Structural, _____ tn Joist, _____ tn Misc Metals, _____ sq Form Deck and _____ sq Roof Deck	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	
Unit Prices:		Add	Deduct
Work Scope Acknowledgement (**ATTACH THIS SCHEDULE TO YOUR BID FORM**)			
Authorized Signature: _____ Print Name: _____ Date: _____ Company and Title: _____			

SECTION 00-05 - SITE ACCESS PLAN

SDSU FB&T Arena Additions Temporary Fencing Plan



SECTION 00-06 - MILESTONE SCHEDULE OF CONSTRUCTION

Bidders recognize that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the schedule of construction for the Project and Bidder's Work during the progress of construction. Bidders acknowledge that neither the Owner nor Contractor cannot guarantee Bidders, if selected, will be able to start the Work on any particular date or continue without interruption once started. Bidders shall include in their Bid all costs associated with this risk.

First Bank & Trust Arena Addition & Renovations

General Draft Schedule (3-10-22)

ID	Task Name	Duration	Start	Finish	
					<div> <div>Half 2, 2021</div> <div>Half 1, 2022</div> <div>Half 2, 2022</div> <div>Half 1, 2023</div> <div>Half 2, 2023</div> <div>Half 1, 2024</div> <div>Half 2, 2024</div> <div>Half 1, 2025</div> </div> <div> <div>A</div><div>S</div><div>O</div><div>N</div><div>D</div> <div>J</div><div>F</div><div>M</div><div>A</div><div>M</div><div>J</div> <div>J</div><div>A</div><div>S</div><div>O</div><div>N</div><div>D</div> <div>J</div><div>F</div><div>M</div><div>A</div><div>M</div><div>J</div> <div>J</div><div>A</div><div>S</div><div>O</div><div>N</div><div>D</div> <div>J</div><div>F</div><div>M</div><div>A</div><div>M</div><div>J</div> <div>J</div><div>A</div><div>S</div><div>O</div><div>N</div><div>D</div> <div>J</div><div>F</div><div>M</div><div>A</div><div>M</div><div>J</div> </div>
1	Preconstruction	93 days	Wed 1/26/22	Fri 6/3/22	
7					
8	Long Lead Critical Materials	155 days	Mon 4/4/22	Fri 11/4/22	
14					
15	Building Construction	650 days	Mon 5/9/22	Fri 11/1/24	
16	Arena Closed to Public	105 days	Mon 5/9/22	Fri 9/30/22	
18	Southeast Stair Demo/New Entry Addition	210 days	Mon 5/9/22	Fri 2/24/23	
20	Bowl Footings/Structure (West & South)	110 days	Mon 6/6/22	Fri 11/4/22	
17	New Penthouses	180 days	Mon 6/20/22	Fri 2/24/23	
19	Demo/Paint Upper Structure	120 days	Mon 6/20/22	Fri 12/2/22	
21	2nd Level SJM Lobby Finishes	110 days	Mon 7/4/22	Fri 12/2/22	
22	South In-Fill Addition	130 days	Mon 8/22/22	Fri 2/17/23	
23	1st Level SJM Lobby Finishes	110 days	Mon 12/5/22	Fri 5/5/23	
24	Wrestling Move to New Facility	0 days	Mon 12/5/22	Mon 12/5/22	
25	Existing Wrestling Space Renovation	170 days	Mon 12/5/22	Fri 7/28/23	
26	South Locker Room/Restrooms	210 days	Mon 12/19/22	Fri 10/6/23	
27	Arena Closed to Public	150 days	Mon 3/6/23	Fri 9/29/23	
28	Upper North Seating Replacement	50 days	Mon 3/6/23	Fri 5/12/23	
29	Upper Bowl Precast/Seating/Railing	130 days	Mon 3/6/23	Fri 9/1/23	
30	Upper South Club/Suites	320 days	Mon 7/10/23	Fri 9/27/24	
31	Southwest Stair Demo/New Entry Addition	130 days	Mon 9/4/23	Fri 3/1/24	
32	Physical Medicine/Therapy Space	150 days	Mon 10/9/23	Fri 5/3/24	
33	Arena Closed to Public	150 days	Mon 3/4/24	Fri 9/27/24	
34	Main Gym Wood Floor/Seating	150 days	Mon 3/4/24	Fri 9/27/24	
35	Project Closeout	25 days	Mon 9/30/24	Fri 11/1/24	

SECTION 00-07 – BID FORM

Owner: Office of the State Engineer
Project: First Bank & Trust Arena Addition & Renovation
General Contractor: Henry Carlson Construction

Project No.: R0319-23X
Attn: Matt Kolbeck

Name of Bidder: _____

Scope of Work No.: _____ **Scope of Work Title:** _____

Address of Bidder: _____

Office Phone Number of Bidder: _____

Cell Phone Number of Bidder: _____

Email Address of Bidder: _____

Bid Proposal Amounts:

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

In the following bid proposal(s), the amounts shall be shown in both words and figures. In the case of discrepancy between the words and figures, the words shall govern.

Addendum:

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

Addenda Number(s): _____ **Dated:** _____

Base Bid:

	\$
--	----

Payment and Performance Bond Cost:

	\$	<input type="checkbox"/> Add
--	----	------------------------------

Most Recent EMR:

--

The above bid includes all applicable State and Municipal Sales and Use Taxes on materials and all other State and Federal Taxes that would affect the amount of the bid. (See Instructions to Bidders-SD Sales and Use Tax Information for Public Contracts.) State and Municipal Excise Taxes are payable by the Construction Manager at Risk, exemption certificates will be provided.

Changes in the Work:

Changes in the Work shall be as established in the Subcontract Documents. The fee limits stated in the Special Project Requirements (see Section 00-14 PAR 9.6.3) shall be used for lump sum pricing and actual cost pricing of additions and deletions to that work included in the Bid.

Time of Commencement, Completion and Damages:

1. The Bidder agrees that if awarded the Contract, it will have its Work ready for either the follow-on Contractor's work or the Final Inspection and Owner's acceptance in accordance with the schedule developed by the Contractor. The Bidder agrees to commence work under the Contract ten (10) days after the date of a "Notice to Proceed", unless otherwise stipulated in that notice.
2. Time is expressly declared to be of the essence in completion of the Work covered by this Bid and the Bidder shall be liable for actual damages for delay in completion of Work.
3. Bidders recognize that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the schedule of construction for the Project and Bidder's Work during the progress of construction. Bidders acknowledge that the Owner nor Contractor cannot guarantee Bidders, if selected, will be able to start the Work on any particular date or continue without interruption once started. Bidders shall include in their Bid all costs associated with this risk.
4. Project shall be substantially complete by **October 4, 2024**.

General Agreements:

1. The Bidder agrees that it has had an opportunity to examine the site of the Work and has examined the Subcontract Documents, and that it has carefully prepared its bid proposal upon the basis thereof and that it has carefully examined and checked this bid and the materials, equipment and labor required thereunder, the cost thereof, and its figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based and the Bidder agrees that it will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of Bid.
2. The Bidder acknowledges that the Contractor reserves the right to waive informalities and to reject any or all bids.
3. The Bidder agrees that this Bid shall not be withdrawn or altered for a period of **thirty (30) days** after the last date scheduled for the submission of bids.
4. 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, it will execute an agreement with the Contractor on the **Master Subcontract Agreement Between Contractor & Subcontractor, AIA Document A401 as modified** exhibited in the Project Manual, Section 00-08.

DATED THIS _____ DAY OF _____, 20____.

Signature of Authorized Officer, Title

Name of Firm: _____

Address: _____

City, State: _____

Notary Public: _____

State of: _____ County of: _____

My Commission Expires: _____

SECTION 00-07A – BID MODIFICATION FORM

To: Office of the State Engineer
OSE Project No.: #R0319-23X
Fax Number: 605-773-5980

Project: First Bank & Trust Arena Addition & Renovation
Contractor: Henry Carlson Construction – Attention: Matt Kolbeck
Email: OSE.BIDMOD@state.sd.us

Name of Bidder: _____

Address of Bidder: _____

Office Phone Number of Bidder: _____

Cell Phone Number of Bidder: _____

Email Address of Bidder: _____

Scope of Work No. _____ **Scope of Work Description:** _____

Please make the following modifications to our bid on the referenced project. This modification is per the instructions to Bidders included in the original bid documents and modifies our sealed bid.

Bid Proposal Amounts:

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

In the following bid proposal(s), the amounts shall be shown in both words and figures. In the case of discrepancy between the words and figures, the words shall govern.

Addendum:

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

Addenda Number(s): _____ **Dated:** _____

Modification to Base Bid – ADD / DEDUCT (Circle One) to our Base Bid the Sum of:

	\$
--	----

Modification to Payment and Performance Bond – ADD / DEDUCT (Check One) to our Bond Cost the Sum of:

	\$	<input type="checkbox"/> Add <input type="checkbox"/> Deduct
--	----	--

Changes in the Work:

Changes in the Work shall be as established in the Subcontract Documents. The fee limits stated in the Special Project Requirements (see Section 00-14 PAR 9.6.3) shall be used for lump sum pricing and actual cost pricing of additions and deletions to that work included in the Bid.

Time of Commencement, Completion and Damages:

- The Bidder agrees that if awarded the Contract, it will have its Work ready for either the follow-on Contractor's work or the Final Inspection and Owner's acceptance in accordance with the schedule developed by the Contractor. The Bidder agrees to commence work under the Contract ten (10) days after the date of a "Notice to Proceed", unless otherwise stipulated in that notice.

2. Time is expressly declared to be of the essence in completion of the Work covered by this Bid and the Bidder shall be liable for actual damages for delay in completion of Work.
3. Bidders recognize that revisions in the planned schedule are inherent in the nature of construction. This may result in revisions to the schedule of construction for the Project and Bidder's Work during the progress of construction. Bidders acknowledge that the Owner nor Contractor cannot guarantee Bidders, if selected, will be able to start the Work on any particular date or continue without interruption once started. Bidders shall include in their Bid all costs associated with this risk.
4. Project shall be substantially complete by **October 4, 2024**.

General Agreements:

1. The Bidder agrees that it has had an opportunity to examine the site of the Work and has examined the Subcontract Documents, and that it has carefully prepared its bid proposal upon the basis thereof and that it has carefully examined and checked this bid and the materials, equipment and labor required thereunder, the cost thereof, and its figures therefore, and hereby states that the amount or amounts set forth in this Bid is, or are, correct and that no mistake or error has occurred in this Bid or in the Bidder's computations upon which this Bid is based and the Bidder agrees that it will make no claim for reformation, modification, rescission, or correction of this Bid after the scheduled closing time for receipt of Bid.
2. The Bidder acknowledges that the Contractor reserves the right to waive informalities and to reject any or all bids.
3. The Bidder agrees that this Bid shall not be withdrawn or altered for a period of **thirty (30) days** after the last date scheduled for the submission of bids.
4. 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, it will execute an agreement with the Contractor on the **Master Subcontract Agreement Between Contractor & Subcontractor, AIA Document A401 as modified** exhibited in the Project Manual, Section 00-08.

DATED THIS ____ DAY OF _____, 20 ____.

Signature of Authorized Officer, Title

Name of Firm: _____

Address: _____

City, State: _____

Notary Public: _____

State of: _____ County of: _____

My Commission Expires: _____

SECTION 00-07B – SAMPLE OF SEALED BID ENVELOPE

Return Address
John Smith, Contractor
Box 1
Anytown, USA

TO: Office of the State Engineer
Joe Foss Building
523 E. Capitol Ave.
Pierre, South Dakota 57501

Bid For: First Bank & Trust Arena Addition & Renovation
South Dakota State University, Brookings, SD
OSE# RO319--23X

Bid Package #3 – Building
Scope of Work Number & Description: _____

To Be Opened: _____ (DATE) , _____ (TIME)
Addenda Received: Nos. _____

SECTION 00-07C – BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto _____

as owner for the penal sum of _____ of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract, attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

_____(L.S.)
Principal

Surety

SEAL

By: _____

SECTION 00-07D – NON-RESIDENT BIDDER AFFIDAVIT

Country of _____)

)ss

State or Province of _____)

Business Name: _____

Business Address: _____

Affiant's Name and Title: _____

Project Name and Location: **Dakota Events Complex – Livestock Complex; South Dakota State Fair, Huron, SD**

OSE Project Number: **OSE # M2321--009X**

AFFIDAVIT WHEN NO PREFERENCE IS GIVEN

I do hereby affirm that _____ resides in the country of _____

_____ in the state or province of _____

and that said country and/or state or province does not grant a preference to resident bidders for work on behalf of said country, state or province.

Dated: _____

Signed _____

AFFIDAVIT WHEN PREFERENCE IS GIVEN

I do hereby affirm that _____ resides in the country of _____

_____ in the state or province of _____

and that said country and/or state or province does grant a preference to resident bidders for work on behalf of said country, state, or province, the nature and extent of such preference being _____

_____.

Dated: _____

Signed _____

ACKNOWLEDGEMENT OF AFFIANT

Country of _____)

)ss

State or Province of _____)

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

_____, known to me to be the affiant who, being duly

sworn, declares all statements made in this affidavit to be true and correct to the best of his or her knowledge.

Notary Public

My commission expires the _____ day of _____, 20_____

SECTION 00-08 - MASTER SUBCONTRACT AGREEMENT/WORK ORDER SUBCONTRACT

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

DRAFT AIA® Document A401™ – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Contractor:
(Name, legal status, address and other information)

Henry Carlson Construction, LLC
1205 W. Russell Street
Sioux Falls, SD 57104
Telephone Number: 605-336-2410
Fax Number: 605-332-1314

and the Subcontractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: « »

with the Owner:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

« »« »
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference.

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The Contractor and the Subcontractor agree as follows.

REBAR

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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2017, General Conditions of the Contract for Construction. Reference to "Architect" in the Subcontract Documents shall only be applicable to the extent required by the Prime Contract.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual or third-party beneficiary relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

§ 1.7 The Subcontractor represents and agrees that it has carefully examined and understands this Subcontract and the other Subcontract Documents, that it has investigated the nature, locality, and site of the Work and the conditions and difficulties under which the Work is to be performed, and that it enters into this Subcontract on the basis of its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the Contractor, or the Owner, or of any of their respective officers, agents, or employees.

§ 1.8 All of the Work shall be performed in accordance with all the Subcontract Document, including but not limited to the contract drawings and specifications and any addenda and modifications thereto, according to the true intent and meaning of the Subcontract Documents, including all labor, materials, and engineering incident thereto (unless otherwise expressly excluded), or as are usually performed or furnished in connection with such work, and regardless of whether the labor or materials hereby subcontracted are referred to under one or more headings in the specifications, it being the intention of the parties that all work usually performed by the trade(s) covered by this Subcontract and required by the Prime Contract shall be performed by the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern. The terms and provisions of this Agreement regarding the Work to be performed by the Subcontractor shall be in addition to and not in substitution for any of the terms and provisions of the Prime Contract and the other Subcontract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 The Subcontractor shall be responsible for liquidated damages to the extent provided for in the Subcontract Documents for delays caused, or contributed, by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, including all or a portion of any liquidated damages assessed by the Owner against the Contractor attributable in whole or in part to such Subcontractor-caused and/or -contributed delays. In addition, the Subcontractor shall be responsible for actual damages to the Contractor caused, or contributed, by the Subcontractor or any person or entity for whom the Subcontractor is responsible. In the event liquidated damages or actual damages, or both, are caused by the Subcontractor and another entity, the Contractor shall have the right to reasonably apportion said damages between the parties, and such apportionment shall be binding on the Subcontractor.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 five days' notice prior to the Contractor's providing services or materials, except in an emergency or when shorter notice is required to avoid unreasonable delay in the Project Schedule; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor. Contractor's other remedies, including those to withhold payment and for termination, are enumerated in other sections of this Agreement.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors. The Contractor shall have the right to reasonably modify the construction schedule, to suspend, delay, or accelerate, in whole or in part, the commencement or execution of the Subcontractor's Work, or vary the sequence thereof, without compensation to the Subcontractor, unless such compensation is provided for in the Prime Contract and Contractor first receives the same from the Owner. In the event such a delay, modification, or suspension extends the overall time of performance, which the Subcontractor did not cause or contribute to, the completion date for the Subcontractor's Work shall be extended per the terms of the Subcontract Documents and if Contractor first receives the same from the Owner.

§ 4.2.3 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.4 The Subcontractor agrees that the Contractor, Owner, and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.5 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.6 The Subcontractor shall take necessary precautions to properly protect the work of the Owner, Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.7 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

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§ 4.2.8 If any part of the Subcontractor's Work depends upon the work of the Contractor, any other subcontractor or any other Separate Contractor on the Project for proper execution or results, the Subcontractor shall inspect and promptly report to the Contractor any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results. Failure of the Subcontractor so to inspect and report shall constitute an acceptance of the work of the Contract, other subcontractors, or other Separate Contractors as fit and proper to receive the Subcontractor's work. The Subcontractor shall not be responsible for damages, delays, or defects arising from any such discrepancies or defects that the Subcontractor timely reports to the Contractor if the Contractor fails to reconcile the discrepancies and correct the defects before the Subcontractor performs the Contractor's Work.

§ 4.2.9 Subcontract shall store materials and equipment at the Project site only in designated areas designated by Contractor. Subcontractor shall retain all risk of loss or damage of all materials stored at the Project site, shall be liable for any loss or damage to any work in place or to any equipment and materials on the Project site resulting from Subcontractor's Work, and waives all rights it might have against Contractor for loss or damage to Subcontractor's Work, property, or materials.

§ 4.2.10 Subcontract shall promptly pay for all labor, services, materials, and sales, consumer, use, and other similar taxes in connection with Subcontractor's Work and ensure that the Project remains free and clear of all claims, encumbrances, and liens relating thereto; and if Subcontractor fails to do so, Contractor may at its option and without notice to Subcontractor, pay any such unpaid amounts and charge the cost, including attorneys' fees, to Subcontractor.

§ 4.3 Submittals

§ 4.3.1 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Subcontract Documents.

§ 4.4 Permits, Fees, Notices, and Compliance with Laws

§ 4.4.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.4.2 The Subcontractor shall comply with Federal, state, and local tax laws; licensing laws; immigration laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 4.5 Safety Precautions and Procedures

§ 4.5.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.5.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such

material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.5.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.5.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.5.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.5.5 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Owner, consultants, other subcontractors, other Separate Contractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from (1) a material or substance brought to the site and negligently handled by the Subcontractor, including costs and expenses to remediate; or (2) where the Subcontractor fails to perform its obligations under Section 4.5.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.6 Cleaning Up

§ 4.6.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.6.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.7 Warranty

§ 4.7.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished. Subcontractor's workmanship warranty shall be for a period of one year after final acceptance or any longer period as required by the Prime Contract.

§ 4.7.2 In the event of repairs or replacements being necessary, and the need for repair or replacement is caused or contributed by the acts or omissions of Subcontractor or those over whom Subcontractor has control, Subcontractor agrees to commence the same within three (3) days after notice by Contractor. If Subcontractor fails to commence the same within three (3) days after notice by Contractor, Contractor may perform such work at Subcontractor's sole expense.

§ 4.7.3 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 4.7.4 Neither final payment nor any provision in the Subcontract Document, nor partial or entire occupancy by the Owner or Contractor, shall constitute an acceptance of work not performed or completed in accordance with the Subcontract Documents or relieve the Subcontractor of liability with respect to any express or implied warranties or with respect to the responsibility for defects in materials or workmanship.

§ 4.8 Indemnification

§ 4.8.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.8.

§ 4.8.2 In claims against any person or entity indemnified under this Section 4.8 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.9 Remedies for Nonpayment

§ 4.9.1 If the Contractor does not pay the Subcontractor undisputed amounts owed through no fault of the Subcontractor, within seven days from the time payment Contractor received payment from the Owner, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received.

§ 4.9.2 Notwithstanding anything in this Agreement or the Subcontract Documents to the contrary, Subcontractor agrees that all progress payments and final payment to Subcontractor are contingent upon and subject to Owner's acceptance of Subcontractor's Work and Contractor's receipt of payment from Owner for Subcontractor's Work. Payment by Owner shall be an express condition precedent of any obligation of Contractor to make any payment to Subcontractor. Subcontractor expressly agrees that it retains the risk of the owner's failure to pay the Contractor for Subcontractor's Work for any reason.

§ 4.10 Professional Services Provided by Subcontractor

§ 4.10.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.10.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.10.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.10.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.10.

§ 4.10.5 The Subcontractor shall cause the professional services performed under this Section 4.10 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.10. Approval by Contractor or Owner of any design work shall not relieve Subcontract of responsibility therefor.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound. Receipt of additional costs, extensions of time, or other damages for delay shall be subject to Section 9.4 below. The Subcontractor shall proceed diligently with performance of all Work, including Work submitted in a Claim, and in accordance with the directions of the Contractor, pending resolution of any Claim.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ Arbitration pursuant to Section 6.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

« »

If the Contractor and Subcontractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. The law of the state where the Project is located shall govern the terms of this Agreement, and the exclusive jurisdiction and venue for litigation shall be in the state or federal courts in the city and state where the Project is located.

§ 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the city and state where the Project is located, unless another location is mutually agreed upon. The parties agree that this Section 6.3, including but not limited to its enforceability, scope, and administration, shall be governed by the Federal Arbitration Act; the substantive and procedural law of the state with the Project is located shall govern in all other respects. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 6.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 6.3.5 Consolidation or Joinder

§ 6.3.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.5.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined

consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

§ 6.5 Continuation of Work and Payment

Pending resolution of any dispute, the Subcontractor shall continue performance of the Work in accordance with the Project schedule, and the Contractor shall pay undisputed amounts in accordance with this Agreement.

§ 6.5 Final Decisions

In the event of any dispute or claim between Contractor and Owner that directly or indirectly involves the Subcontractor's Work, or in the event of a dispute or claim between Contractor and Subcontractor that directly or indirectly involves a claim against the Owner for either additional compensation and/or an extension of time, Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to the Owner by the terms of the Prime Contract and by any and all decisions, findings, or determinations made thereunder by the person so authorized in the Prime Contract, or by an administrative agency, arbitrator, or court of competent jurisdiction, whether or not Subcontractor is a party to the proceedings before said person, agency, arbitrator, or court.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor (1) fails to prosecute the Work in a timely manner and with such diligence as will ensure timely completion and fails within a five-day period after receipt of notice to commence and continue correction of such failure to prosecute with diligence and promptness; (2) fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a five-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness; (3) otherwise materially breaches any term of this Agreement and fails within a five-day period after receipt of notice to commence and continue correction of such materially breaches with diligence and promptness; or (4) becomes insolvent, files for voluntary or involuntary bankruptcy, or its assets are subject to receivership, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor. In addition to the foregoing, the Contractor may terminate the Subcontract for the same reasons and circumstances, and in accordance with the same procedures, as the Owner may terminate the Prime Contract provided in the General Conditions of the Prime Contract. If a factfinder in litigation or an arbitrator in arbitration determines

that Contractor's termination under Section 7.2.1 was wrongful, the termination shall be converted to one for convenience under Section 7.3, and the Subcontractor shall be limited in its recovery strictly to the compensation provided for in Section 7.3.

§ 7.2.2 Termination for Convenience by the Owner

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed. In the event of the Owner's termination for convenience, receipt of payment by the Owner to the Contractor for such termination shall be a condition precedent to the right of the Subcontractor to payment for termination.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.3 Termination for Convenience by Contractor

The Contractor may at any time, without notice to the surety or sureties, terminate the Subcontract for the convenience of the Contractor, without articulating any reason and without any default under the Subcontract Documents. In the event of such a termination for convenience, and notwithstanding any other provision of the Subcontract to the contrary, provided the Subcontractor is not in default, the Subcontractor shall receive, as its entire and sole compensation, its actual, necessary, and reasonable costs of performing the Work to date of termination, as determined by audit of the Subcontractor's records, plus a reasonable markup for overhead and profit, but in no event shall such amounts paid and payable hereunder exceed the total Subcontract Sum.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

If the Owner orders suspension, the Subcontractor shall be entitled to any adjustment in the Subcontract Time and/or the Subcontract Sum only to the extent the Contractor first receives an adjustment of the Contract Time and/or Contract Sum under the Prime Contract from the Owner.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.
(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

« »

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☐ [« »] A date set forth in a notice to proceed issued by the Contractor.

☒ [« X »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Subcontractor's Work.)

« See Exhibit K, and subsequent updated schedules by the project manager. »

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work and may be amended from time to time.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:

(Check one of the following boxes and complete the necessary information.)

☐ [« »] Not later than « » (« ») calendar days from the date of commencement of the Subcontractor's Work.

☐ [« »] By the following date: « »

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.

(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work

Substantial Completion

See Exhibit K, and subsequent updated schedules by the project manager.

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 In the event the Subcontractor's Work is delayed or interfered with by acts or omissions of the Owner or others under its control, Subcontractor may submit a Claim for an extension of time or increase in the Subcontract Sum in accordance with Section 5.3. Subcontractor shall only be entitled to an extension of time, increased costs, and/or damages for such delays or interferences if Contractor first recovers or is granted the same from the Owner. To the extent the Subcontractor is delayed or interfered with by acts or omissions of Contractor, Subcontractor's sole and exclusive remedy shall be an extension of time. No extension of time and/or additional compensation will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Subcontract Documents. Further, Subcontractor expressly acknowledges that its right to receive payment is contingent upon and subject to Owner's acceptance of Subcontractor's Work and Contractor's receipt of payment from Owner for Subcontractor's Work.

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price
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§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract:
(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ 10.3 Unit prices, if any:

(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 10.4 Allowances, if any, included in the Subcontract Sum:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Payments received by Subcontractor for Work properly performed by its contractors and suppliers shall be held by Subcontractor in trust for those contractors or suppliers who performed Work or furnished materials, or both, under contract with Subcontractor for which payment was made to Subcontractor by the Contractor.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the « twentieth (20th) business » day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner, subject to Section 11.5. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.9, 11.1.10 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Subcontract Sum properly allocable to completed Work;
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and
- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of previous payments made by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and
- .4 Retainage withheld pursuant to Section 11.1.9 of this Agreement.

§ 11.1.8 Acceptance of periodic progress payments by the Subcontractor shall constitute a waiver of any and all claims by the Subcontractor against the Contractor, the Owner, the Architect, the Contractor's Surety, the premises, or any payment bond unless such claims are expressly reserved on the face of the application for payment, or on the face of the affidavit and release, or on an attachment thereto. The Subcontractor shall furnish a periodic affidavit and release of claims form and a periodic lien waiver form acceptable to the Contractor and Owner.

§ 11.1.9 Retainage

§ 11.1.9.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts as retainage from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« % »

§ 11.1.9.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 11.1.9.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

« »

§ 11.1.10 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld. Pending resolution of any dispute or Claim under this Section 11.1.10, the Subcontractor shall continue performance of the Work in accordance with the Project schedule, and the Contractor shall pay undisputed amounts in accordance with this Agreement.

§ 11.1.11 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has first received payment from the Owner, subject to Section 11.5. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

« »

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.3.3 Acceptance of final payment by the Subcontractor shall constitute a waiver of any and all claims by the Subcontractor against the Contractor, the Owner, the Contractor's Surety, or the Architect.

§ 11.4 Interest

Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » « »

§ 11.5 Pay If Paid

Notwithstanding anything in this Agreement or the Subcontract Documents to the contrary, Subcontractor agrees that all progress payments and final payment, as well as retainage, interest, and any other payment contemplated under Section 11 and this Agreement or the Subcontract Documents, to Subcontractor are contingent upon and subject to Owner's acceptance of Subcontractor's Work and Contractor's receipt of payment from Owner for Subcontractor's Work. Payment by Owner shall be an express condition precedent of any obligation of Contractor to make any payment to Subcontractor. Subcontractor expressly agrees that it retains the risk of the owner's failure to pay the Contractor for Subcontractor's Work for any reason.

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance

See Exhibit B

Limits

See Exhibit B

Other Pertinent Requirements

See Exhibit B

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

«See Exhibit B »

§ 12.1.4 Certificates of Insurance. The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and

thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

§ 12.1.5 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 12.1.6 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ 12.1.7 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

«N/A »

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

«N/A »

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

«See HCC Front Ends Dated _____ »

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:

(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

§ 14.3 The Subcontractor's representative:

(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203™–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«N/A »

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto;
- .3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

« »

- .4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

«Exhibit B – Insurance Requirements
Exhibit C – W9 Form
Exhibit D – Extra Work / Back Charge Form
Exhibit E – Pay Application / Waiver of Lien
Exhibit F – Harmony Clause
Exhibit G – Jobsite Safety Rules
Exhibit K – Project Schedule
Exhibit S – Work Scope »

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

CONTRACTOR (Signature)

«Dave Derry »«Chairman »

(Printed name and title)

SUBCONTRACTOR (Signature)

« »« »

(Printed name and title)

EXHIBIT B – INSURANCE REQUIREMENTS

Exhibit B



GENERAL CONTRACTORS

Henry Carlson Construction LLC

SUBCONTRACTOR INSURANCE REQUIREMENTS

REQUIREMENTS:

1) Insurance Companies and Certificates of Insurance:

- a) Insurance Coverage shall be provided by admitted carriers having at least an A.M. Best rating of no less than A- VIII (except for State Fund for Workers' Compensation coverage), or in the case of a non-admitted carrier, an A.M. Best rating of A or better and a financial capacity of X or better.
- b) Certificates of Insurance with a 30 day firm cancellation notice must be submitted on an ACORD 25 Form and shall be furnished by the Subcontractor to Contractor before any work is commenced hereunder by the Subcontractor. Please include Job Name and Number.
- c) All coverage must be Occurrence Basis and so stated on the certificate. Claims Made or Modified Occurrence coverage is not acceptable.
- d) The Certificates of Insurance shall be subject to approval of Contractor, but any acceptance of insurance certificates by the Contractor shall in no way limit or relieve the Subcontractor of the duties and responsibilities assumed by the Subcontractor in this Contract. Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify deficiencies from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.
- e) Allowance of any additional exclusions or coverage limiting endorsements is at the discretion of Contractor, and Subcontractor's bid shall be subject to adjustment to compensate for the existence of such exclusions.
- f) Payment may be withheld, at the option of the Contractor, until such certificates have been furnished, or, if upon receipt of a cancellation notice on a policy, under withdrawal of the notice or the reinstatement of the canceled policy.
- g) Subcontractor shall ensure that its Subcontractors, truckers, vendors, or suppliers of any tier shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth below, and will, if requested, provide Contractor evidence of sub-subcontractors, truckers, vendors, or suppliers within ten (10) days of written request from Contractor or Owner.
- h) Failure of Subcontractor or its subcontractors, truckers, vendors, or suppliers to maintain the required insurance may result in termination of this subcontract agreement at Contractor's option.
- i) Copies of policies shall be furnished by Subcontractor, its subcontractors, truckers, vendors, or suppliers within ten (10) days of written request from Contractor or Owner.

2) Additional Insured and Primary Insured Endorsements:

- a) Under the Commercial General Liability policy the Subcontractor shall add the Contractor, its officers, directors and employees, and if required in the contract documents add the Project Owner as additional insured.
- b) The policy shall stipulate that the insurance afforded the Contractor as additional insureds shall apply as primary insurance. Any other insurance carried by the Contractor will be excess only and will not contribute with this insurance.
- c) The additional insured coverage as required herein shall include coverage for ongoing and completed operations and shall be provided for three years after final payment and shall be provided by an endorsement providing coverage at least as broad as Additional Insured endorsement form CG 2010 (04/13) and CG 2037 (04/13) as published by the Insurance Services Office (ISO); or an equivalent.

3) WORKER'S COMPENSATION and Employers Liability Insurance as required by any applicable law or regulation.

- a) Employers Liability Insurance shall be provided in amounts not less than:
\$100,000 Each employee for bodily injury by accident;
\$100,000 Each employee for bodily injury by disease;
\$500,000 Policy limit for bodily injury by disease.
- b) Waiver of Subrogation endorsement in favor of the Contractor and (if required by the contract documents) in favor of the Project Owner.

4) GENERAL LIABILITY Insurance, either Comprehensive General Liability or Commercial General Liability on coverage forms at least as broad as ISO occurrence form CG 0001.

- a) General Liability Insurance shall be provided in amounts not less than:
\$1,000,000 each occurrence Bodily Injury and Property Damage combined;

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\$1,000,000 for Personal Injury Liability;
\$2,000,000 Products & Completed Operations aggregate;
\$2,000,000 General Aggregate, per Project.

If either defense costs are included in the General Liability Aggregate limit, or if the General Aggregate limit is not per project, then the required General Liability Aggregate limit shall be \$3,000,000. This additional limit can be provided by an excess/umbrella policy.

- b) Waiver of Subrogation endorsement in favor of the Contractor and (if required by the contract documents) in favor of the Project Owner.
- c) "Claims Made" and "Modified Occurrence" policy forms are not acceptable.
- d) Any self-insured retention or deductible greater than \$25,000 must be declared to Contractor at time of bid and approved by Contractor in writing.

5) UMBRELLA LIABILITY Insurance:

- a) If higher limits or other forms of insurance are required by either the Owner or the Contractor, the Subcontractor will comply with such requirements. Subcontractors are required to have the following:
\$1,000,000 Combined single per occurrence;
\$1,000,000 General Aggregate, per Project;
- b) Waiver of Subrogation endorsement in favor of the Contractor and (if required by the contract documents) in favor of the Project Owner.
- c) Follow Form – Primary and non-contributory additional insured requirement in general liability.

6) AUTOMOBILE LIABILITY Insurance on a coverage form at least as broad as ISO form CA 0001, including:

- a) Coverage on all owned, non-owned, and hired automobiles;
- b) Waiver of Subrogation endorsement in favor of the Contractor and (if required by the contract documents) in favor of the Project Owner.
- c) \$1,000,000 minimum Combined Single limit for bodily injury and property damage.
- d) Subcontractor shall provide additional insured for the Contractor for auto-liability coverage.

7) PROPERTY Insurance:

- a) Subcontractor shall be responsible for procuring and maintaining at its own expense property and equipment insurance for Subcontractor's tools and equipment.
- b) **IF** Builders' Risk insurance is not provided by Project Owner or Contractor, Subcontractor shall purchase and maintain installation floater coverage written to cover all risks of physical loss except those specifically excluded in the policy, and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief and collapse. This insurance shall be written in an amount to provide full protection for Subcontractor's work on a replacement cost bases. Any deductible shall be the full responsibility of Subcontractor. Subcontractor waives all rights against Project Owner and Contractor for recovery of damages pursuant to Section c) below.
- c) **IF** Builders' Risk Insurance purchased by the Project Owner(s) or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible amount, up to \$5,000 per occurrence.

8) PROFESSIONAL LIABILITY Exposure:

IF work under this subcontract includes professional or design-build services, a \$1,000,000 Professional Liability Insurance Policy shall be carried by Subcontractor or its design professional. Evidence of coverage in the form of a Certificate of Insurance shall be provided prior to start of the project. Coverage must allow for reporting of claims for a minimum of **three (3) years** following completion of the project. However, if Project Owner or Contractor elects to purchase a project specific design policy, Subcontractor's policy will be endorsed to provide coverage once the design policy has been exhausted.

9) AIRCRAFT / HELICOPTER Insurance:

IF the Subcontractor or their Subcontractors use any owned, leased, chartered, or hired aircraft of any type in the performance of this contract, they shall maintain aircraft liability in an amount of not less than \$10,000,000 per occurrence including Passenger Liability. Evidence of coverage in the form of a certificate of insurance shall be provided prior to the start of the project.

10) HAZARDOUS MATERIALS AND POLLUTION LIABILITY INCLUDING EIFS:

- a) **IF** Subcontractor or their Subcontractor or suppliers of any tier are either required to perform remediation of hazardous materials as those terms are defined in federal, state, or local law or if their operations create an exposure to hazardous materials, they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Contractor as Additional Insured for operations and completed operations. The status of Project Owner as an insured under a

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CGL policy obtained in compliance with Section 2 of this Agreement shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to Project Owner.

- b) **IF** Subcontractor or their subcontractors haul hazardous material (including, without limitation, waste), the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. Such coverage requirement may be met through Subcontractor's or its subcontractor or suppliers Automobile Liability Policy pursuant to Paragraph 6 by providing coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48). If Subcontractor is subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.
- c) **IF** EIFS is included in the scope of work: Subcontractor will provide limits of liability insurance - \$1,000,000 per occurrence and not less than 2,000,000 aggregate for bodily injury and property damage naming contractor as an additional insured for both operations and completed operations coverage. Subcontractor required to carry completed operations coverage for three years from final payment and provide additional insured status for contractor for the same period and shall be provided for three (3) years following completion as noted in Section 2 of this Agreement.

11) RIGGERS Liability:

IF Subcontractor's work involves the moving, lifting, rigging, or hoisting of property or equipment Subcontractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment.

12) Work Near RAILROADS:

IF Subcontractor (including any lower tier Subcontractor or supplier) performs any work or conducts any operations within fifty feet of any railroad (including any light rail, fixed rail, or other rail system), Subcontractor shall obtain an endorsement to its Commercial General Liability Policy to delete any exclusion, including the "Contractual Liability" exclusion, for work performed within fifty feet of a railroad. A copy of such endorsement shall be provided to Contractor prior to any work or operations by Subcontractor within fifty feet of any railroad.

13) OTHER Requirements:

- a) Any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Agreement including the duty to indemnify and hold harmless Contractor under other provisions hereof. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Subcontractor for liability in excess of such coverage nor shall it preclude Contractor from taking such other actions as is available to it under any other provision of the Agreement or law.
- b) Subcontractor shall be responsible for any deductible amount or any loss arising out of coverage denials by its insurance carrier(s).
- c) Should any insurance policy lapse or be canceled during the contract period, Subcontractor shall, prior to the effective expiration or cancellation date, furnish Contractor with evidence of renewal or replacement of the policy. Failure to continuously satisfy insurance requirements as herein provided is a material breach of contract. In the event Subcontractor fails to maintain any insurance coverage required, Contractor may, but is not required to, maintain such coverage and charge the expense to Subcontractor's work or terminate this contract.
- d) Subcontractor's obligations for loss or damage arising out of Subcontractor's work is in no way limited to the types or amounts of insurance set forth above. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractor's liability obligations hereunder. In specifying minimum insurance requirements herein, neither Contractor nor Project Owner assert or recommend this insurance as adequate to Subcontractor's requirements. Subcontractor is solely responsible to inform itself of type or amounts of insurance it may need beyond these requirements to protect itself from loss, damage, or liability.

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EXHIBIT C – W-9 FORM

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	
	Requester's name and address (optional) Henry Carlson Company 1205 W. Russell St. Sioux Falls, SD 57104	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
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or
Employer identification number
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT D – EXTRA WORK/BACKCHARGE FORM

1205 W. Russell Street
Sioux Falls, SD 57104
605-336-2410, 605-332-1314 (fax)



GENERAL CONTRACTORS
Henry Carlson Construction LLC

Exhibit D
Page 2 of 2

00000000
This Number MUST appear
on all invoices

EXTRA WORK / BACKCHARGE FORM

Work performed by: _____ Job No. _____
Sub/Supplier Address/Phone # _____ Phase No. _____
Date _____
Description of work _____

BACKCHARGE Yes / No (circle one) If Yes to whom: _____

Signature of Backcharged Subcontractor: _____

LABOR	Total Hours	TOTAL	
EQUIPMENT (Complete Description)	Total Hours	TOTAL	
MATERIALS AND OTHER ITEMS	Unit	Quantity	TOTAL
Comments:			
The Above Record is Complete and Correct.			
By _____ Subcontractor/ Supplier		By _____ Henry Carlson Construction, LLC	
* Signature acknowledges the actual quantity of labor, material, and equipment necessary to complete the scope of work detailed above			

EXHIBIT E – PAY APPLICATION/WAIVER OF LIEN/PAYMENT PROCEDURES



GENERAL CONTRACTORS

Henry Carlson Construction LLC

PAYMENT PROCEDURES

To ensure prompt and easy payment to you for the work you do on this project, we ask that you follow the guidelines set out below. Following these steps will help prevent delays in payments to you.

1. All invoices must be submitted to Henry Carlson Company by the 20th of every month. If it is late, it will not be submitted to the Owner until the following month. Your invoices can be mailed, faxed or emailed.
2. All invoices must be submitted on the HCC Pay application (Exhibit E of your subcontract), along with a completed schedule of values that shows the different divisions you are performing.
3. All invoices must have the lien waiver portion completed with the County, State, and description of the project. (NOTE: this is the county and state the project is in, not where your office is located). All pay applications need to be signed and notarized. Pay applications will be rejected if this is not done.
4. HCC does not allow any change orders to be billed unless you have a Change Order from HCC showing the contract amount revised. If you bill for a change order that has not been written to your company, the pay application will be rejected and sent back to you for revisions.
5. Henry Carlson will submit billings to Owners from the 25th to the 31st of each month. Most owners have 30 days to pay and HCC will pay subcontractors within 7 days after HCC receives payment from owner.
6. TO GET PAID YOU MUST:
 - a. Have a signed/executed Contract on file with HCC
 - b. Have Current, signed/executed Change Orders on file with HCC
 - c. Have your pay application filled out properly
 - d. Have your Certificate of Insurance up to date and on file with HCC (For Subcontractors). Certificate of insurance must meet the requirements set forth in the contract.
 - e. If the job requires a Bond, HCC must have an original bond approved by HCC before payment is made.

If you do not meet these requirements, HCC will not – by the terms of the contract – pay you.

Exhibit E
Page 1 of 2

SUBCONTRACTOR'S APPLICATION FOR PAYMENT / LIEN WAIVER

TO: **HENRY CARLSON CONSTRUCTION**

FROM: _____ PROJECT: _____

PAYMENT REQUEST NO. _____ PERIOD: _____ to _____

STATEMENT OF CONTRACT ACCOUNT:

- | | |
|--|--|
| 1. Original Contract Amount | _____ |
| 2. Value of Approved Change Orders (As per attached breakdown) (Net) | _____ |
| 3. Adjusted Contract Amount | (Line 1 + 2) = _____ |
| 4. Value of Work Completed to Date: (As per attached breakdown) | _____ |
| 5. Value of Approved Change Orders Completed: | _____ |
| 6. Materials Stored on Site: (As per attached breakdown) | _____ |
| 7. Total to Date | (Line 4 thru Line 6) = _____ |
| 8. Less Amount Retained (10.0%) | _____ |
| 9. Total Less Retainage | (Line 7 - Line 8) = _____ |
| 10. Total Previously Certified (Deduct) | (Line 9 from Previous Application) _____ |
| 11. AMOUNT DUE THIS REQUEST | (Line 9 - Line 10) _____ |

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract.

WAIVER OF LIEN

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' lien or other liens or claims upon the real property situated in the County of _____ Minnehaha _____ State of _____ South Dakota _____, described as: _____ Above _____ on account of labor or services performed at or materials furnished or delivered to the real property above described or any building, construction or improvement thereon by the undersigned to this date. This lien waiver is contingent upon receipt of the above referenced payment.

Date:	_____	Signature of Officer
Subscribed and sworn before me this _____ day		
of _____, _____.		PRINTED NAME: _____
Notary Public: _____		TITLE: _____
My Commission Expires: _____		DATE: _____

March 2009

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on contracts where variable retainage for line items may apply.

Application Number:
Application Date:
Period To:

A Item #	B Description of Work	C Original Scheduled Value	D Change Orders	E Revised Scheduled Value	F From Previous Application	G This Period	H Materials Presently Stored	I Total Completed And Stored	J %	K Balance To Finish
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
TOTALS										

EXHIBIT F – HARMONY CLAUSE



Exhibit F

HARMONY CLAUSE

It is understood that the contracts will be awarded and labor will be employed on the project herein described without discrimination as to whether employees of any contractor, subcontractor, or those employed by the owner of the project are members or non-members of any labor organization, and the subcontractor accepts this contract with that understanding.

Notwithstanding the provisions of the agreement, should there be a work stoppage caused by a strike, picketing, boycott or by any voluntary or involuntary cessation of work by employees of the subcontractor, which in the judgment of the contractor will cause, or is likely to cause, unreasonable delay in the progress of construction, then upon twenty-four (24) hours written notice, the contractor shall have the right to declare the subcontractor in default of this understanding and agreement and take such steps as are necessary to finish the uncompleted portion of work. In such event the contractor shall have the right to take possession of and use all of the subcontractor's materials (exclusive of tools) intended for use on the work. The cost of completion shall be charged against the subcontractor's remaining interest in the contract price. If the subcontractor's remaining interest in the contract price exceeds the cost of completion, the subcontractor shall be entitled to the difference. If, however, the cost of the completion exceeds the subcontractor's remaining interest in the contract price, then the subcontractor agrees to pay the contractor such excess within thirty (30) days after written demand for such excess has been made upon him by the contractor.

March 2009

EXHIBIT G – JOBSITE SAFETY STANDARDS



General Safety Policy and Requirements

1. Safety in all Henry Carlson Construction operations is not just a corporate goal; it is a requirement.
2. Toward this end, HCC has formulated this written Safety exhibit and policy to govern the operations of all Subcontractors (including all employees, sub-subcontractors, and agents of Subcontractors) on HCC construction projects and jobsites. Subcontractor shall adhere faithfully to the requirements of this policy and exhibit, as well as the safety rules, instructions, and procedures issued in conjunction with it, while on HCC jobsites.
3. It is the policy of HCC to adhere to all applicable state, federal, and local codes and regulations in promoting a safe work place.
4. It is a condition of this Subcontract, and all Subcontracts issued by HCC, that all Subcontractors adhere to this policy and exhibit and the accompanying safety requirements. Failure to comply is a breach of the Subcontract.
5. All visitors, including but not limited to contractors, subcontractors, suppliers, owners representatives, agents of the architect or engineer, regulatory authorities, and insurance company representatives, shall be required to follow all safety rules and regulations in effect during their visit to the HCC jobsite operations. This includes, but is not limited to, OSHA regulations, HCC safety rules and policies, and HCC insurance company's loss control and safety rules and policies.
6. HCC and its Subcontractors will make every effort to ensure that the on-site operations do not endanger the safety of their employees. To this end, all on site personnel, from any trade, are required to report hazardous conditions and/or unsafe activities to the appropriate HCC officials.
7. The HCC Project Superintendents, Project Managers, Safety Director, Foremen, and Safety Committee Members have the full support of management in enforcing the provisions of this policy.

Safety Violation Enforcement

HCC, acting through its Superintendents, Project Managers, or the Safety Director, will provide Subcontractor with a written "Subcontractor Safety Warning Notice" of any safety violations/deficiencies on the jobsite by hand delivery to the Subcontractor's field

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Exhibit G - Page 1
April 2017

lead persons and by hand delivery, U.S. Mail, faxed, or electronic delivery to the office of the Subcontractor to the attention of the party listed in the Subcontract.

Each violation of the HCC safety policy, as evidenced by a Subcontractor Safety Warning Notice, shall be an event of default and grounds for suspension or termination of the Subcontract under Article 7 of AIA Document A401. HCC's remedies for such default may include, without limitation, completion of the Subcontractor's work by HCC, withholding further payment to the Subcontractor until HCC completes such work, and withholding or recovering from Subcontractor any costs incurred by HCC completing Subcontractor's work.

Notwithstanding any cure periods otherwise allowed under the Subcontract, the Subcontractor must take immediate corrective action for all "Subcontractor Safety Warning Notices." HCC may withhold the payment to Subcontractor until Subcontractor corrects the safety violation.

Specific Safety Policies and Procedures

The following safety policies and procedures are required of all contractors, subcontractors, employees, and visitors on this project.

1. **Safety Regulations, Rules, and Policies** - All OSHA regulations, HCC safety rules and policies, and HCC insurance company's loss control and safety rules and policies shall be adhered to on this project and jobsite by all contractors, subcontractors, employees, and visitors. All subcontractors and contractors shall abide by all OSHA standards pertaining to construction sites with special emphasis on:

- Excavation and trenching
- Fall protection
- Scaffolding erection and use
- Forklift and man lift operation
- Electrical and proper GFI
- Personal protective equipment

Any potential hazards or procedures performed, which conflict with any of these regulations, safety rules, or policies, should be noted on the weekly inspection forms and corrected in a timely manner.

Failure of the contractor or subcontractor to be in compliance with OSHA standards on HCC jobsites which results in HCC sustaining any monetary penalties or fines shall be required to reimburse HCC for the amount of the fine plus twenty percent (20%) for administrative burdens.

2. **Personal Safety Equipment** – Use of hard hats is required at all times, on all jobsites until the completed project is turned over to the Owner or until the project superintendent, along with the Safety/Risk Manager determines that

overhead hazards are no longer present during the finishing phases of the project. Use of high visibility clothing (vest) and safety glasses are required at all times, by all workers on site until the completed project is turned over to the Owner.

3. **Weekly On-Site Inspections** – Representative employees from the contractors as well as all subcontractors on the jobsite may be required to perform an inspection of the job premises, perhaps as often as weekly, noting any potential hazards, safety concerns, or suggestions for improvements in safety related procedures. A standard form will be developed and used for this purpose with space for comments from all trades involved in the inspections. Corrective or proactive actions should be recommended and documented on the form.
4. **Hazardous Material Compliance** – In compliance with OSHA regulations, all contractors and subcontractors shall maintain proper documentation on all hazardous materials brought on site and comply with all OSHA HAZCOM procedures. If requested by the contractor, the subcontractor shall provide all HAZCOM information for review. Inadequate HAZCOM procedures must be upgraded to meet OSHA and industry standards. The Globally Harmonized System of Classification and Labelling of Chemicals sheets shall be maintained in a location that is accessible to other contractors who may want to review them.
5. **Cleanup and Housekeeping** – Subcontractor must maintain good housekeeping and shall perform cleanup of their work areas on a minimum of a weekly basis (more often if needed or requested by the HCC Superintendent or Project Manager) and shall remove all debris from his operations and place in dumpster per contract. If the subcontractor fails to perform cleanup, HCC may do so and charge actual cost plus twenty five percent (25%). Cleanup and good housekeeping are imperative to maintaining a safe jobsite for all. Any cleaning and/or maintenance which are deemed inadequate shall be noted on the weekly jobsite inspections and corrected by the Subcontractor in a timely manner.
6. **Security** – Subcontractor shall not allow unauthorized access to the jobsite. At all times, but especially during evening and weekend hours, Subcontractor shall maintain control over access to and use of the jobsite premises.
7. **Drug and Alcohol** – All Subcontractors, their personnel and sub-subcontractors are required to comply with the prohibition of the use, sale, or possession of drugs and/or alcohol on any and all HCC jobsites. HCC reserves the right to enforce the drug and alcohol free workplace policy on all contractors, subcontractors and visitors on the jobsite. The entry into or presence on company premises, facilities, or jobsites by any person is conditioned and constitutes consent upon the right of HCC to search the person, personal effects, vehicles, lockers, baggage, and jobsite quarters. These searches may include the use of electronic detection devices; scent trained dogs, or the taking of blood, urine, breath, or saliva samples for testing to determine the presence of alcohol or drugs. The employer/manager of any employee suspected of

“probable cause” will be notified that an employee may be in violation of this policy and the employer/manager and HCC will determine “probable cause” factors.

Should HCC and the employer of the employee have probable cause to suspect that an employee is in violation of this policy, the appropriate course of action will be discussed. If it is determined that the employee be drug/alcohol tested, cost of a test will be the responsibility of that employer. Any person found to be in violation of this policy, receiving a testing result of positive or refusing to submit to appropriate drug and/or alcohol testing is subject to disciplinary action up to and including immediate removal and future prohibition from HCC projects or jobsites.

In some cases the employee will not be allowed to work on HCC jobsites/property until the testing and resulting process is completed (i.e. DOT testing). HCC and the employer will make this decision based on job responsibility and function.

8. **Henry Carlson Jobsite Safety Rules** – Attached is a list of basic HCC jobsite safety rules. These rules are posted in jobsite trailers and shall be followed by all contractors, subcontractors, employees, and visitors. Subcontractor shall review these HCC Jobsite Safety Rules with any and all employees, visitors and agents who will be at this jobsite on behalf of or with the consent of Subcontractor. This shall include all personnel who come to the jobsite including delivery personnel or any personnel who are not regularly assigned to the jobsite.

See Attachments:

Subcontractor Safety Warning Notice
Henry Carlson Jobsite Safety Rules

Subcontractor Signature _____

Title _____

Date _____



GENERAL CONTRACTORS

Henry Carlson Construction^{LLC}

Subcontractor Safety Warning Notice

**Notice to Subcontractor: This serves as notice per our
Subcontractor Agreement: Exhibit G – Safety**

Date _____

Subcontractor Being Warned _____

Subcontractor Foreman _____

HCC Supt _____ HCC Project Manager _____

Type of Violation:

_____ Unsafe Act _____ Hardhat Violation _____ Pictures
Taken

_____ Unsafe Condition _____ Safety Glasses Violation

_____ Ignoring Directions or Previous Warnings

_____ Not Performing Clean-up

_____ Other _____

Nature of the Violation: _____

This Condition Must Be Corrected By (Date) _____

HCC Supt. Signature _____ Date _____

Subcontractor Foreman Signature _____ Date _____

Send Copies to: _____ Subcontractor's Office (Person responsible for the job)
_____ Subcontractor Foreman
_____ HCC Safety Director
_____ HCC Project Manager
_____ HCC Superintendent

Exhibit G - Page 5
April 2017



GENERAL CONTRACTORS

Henry Carlson Construction^{LLC}**Subcontractor Safety Violations****Notice to Subcontractor: This serves as notice per our
Subcontractor Agreement: Exhibit G – Safety**

First Violation - A written warning notice will be given to the Subcontractor's Employee by the Superintendent or Safety/Risk Manager. This notice will describe the type of violation and will be signed by both the Superintendent and the Subcontractor's Employee/Representative.

Second Violation - A second written notice will be given as described above. In addition, the Individual will be required to leave the HCC jobsite for the remainder of the day and the next full day.

Third Violation - A third written notice will be given and the Individual will be permanently removed from the site.

Fourth Violation - If the Subcontractor does not take appropriate action to correct safety issue(s) or has multiple second violations without taking appropriate corrective action, then the Subcontractor may be terminated as allowed per the terms stated in the Subcontract documents for disregarding Company safety policies.

Generally, safety violations are treated the same. For example, a hardhat violation followed by a safety glasses violation will be considered two violations. More severe safety violations, such as fall protection, will be evaluated and may result in more severe disciplinary action, up to and including termination, regardless of previous offenses.

Subcontractor's employees have an opportunity to document any objections or disagreements they may have on the violation notice.

Note: If no additional violations have been incurred, a Subcontractor may erase one level of violation for each 100 days worked.



Jobsite Safety Rules

General jobsite safety rules have been established to keep all safe and injury free. These rules apply to employee's subcontractors and suppliers. Become familiar with the below rules, ask questions and complete required training. In addition, work in strict conformance with federal, state, local and OSHA guidelines.

Hard Hats – Use of hard hats is required at all times, on all jobsites until the completed project is turned over to the Owner or until the project superintendent, along with the Safety/Risk Manager determines that overhead hazards are no longer present during the finishing phases of the project.

Safety Glasses – Use of safety glasses are required at all times, by all workers on site until the completed project is turned over to the Owner. Safety glasses must meet ANSI Z87 standards. Over the lens safety eyeglasses will be worn over employee-owned prescription glasses that do not meet industrial safety standards.

Dress Code - All jobsite workers are required to wear safety vests or highly visible clothing all times. A short-sleeved t-shirt or sleeveless t-shirt with seams and long pants is required at all times. No offensive writing is allowed on any clothing or hard hats. All clothing must fit properly and allow the worker to do their job safely. (No excessively baggy clothes or excessive tears in clothing are allowed). No jewelry that can catch on or in equipment during operation should be worn. Long hair should be secured in such a manner as not to entangle in equipment / tools being operated.

Footwear - Proper footwear is required on all jobsite. Inappropriate footwear will not be allowed (no tennis shoes). Footwear must have impact-resistant toe protection and soles must be puncture resistant. Certain projects may require steel-toed boots.

Additional Personal Protective Equipment – This would include, but is not limited to the use of hand protection (gloves), hearing protection (ear plugs, etc.), respirators, face shields, goggles, and whatever else may be required for a specific job.

Cell Phones - Employees are not permitted to carry personal cell phones onto the jobsite. Unless authorized by the superintendent, personal cell phones are to be used off the jobsite only.

Fall Protection - Fall Protection is **mandatory** any time there is exposure to a fall of 6' or more from an open side (10' or more on scaffolding). If unfamiliar with Personal Fall Protection equipment and / or practices – ASK YOUR SUPERVISOR.

Holes – Floor openings larger than a 2" diameter size must be covered, secured, color-coded / marked (i.e. "Danger" or "Hole"). Covers must be able to support twice the weight of any intended load in that area.

Scaffolding - All scaffolding must be set up properly including base plates (and mud sills if necessary), top-rail, mid-rail, and toe-boards. Scaffolding **must be inspected daily** by the designated competent person. **Know who your competent person is.** All scaffolding must have proper means of access to get on and off the scaffold. Climbing on the end frames is prohibited unless the end frame is designed to be an approved ladder.

Ladders and Stepladders - Ladders must be in good repair and used properly. Stepladders **must not** be leaned up against a wall and used like a straight ladder. Extension ladders must be properly tied off at the top to the structure by the person erecting the ladder and extended 36" above the top platform. If placed on slippery/uneven ground, also secure the bottom by staking or some other method.

Moving Equipment - Never stand or walk under suspended loads or between moving equipment. If equipment is being used in the work area, make eye contact with the operator before moving in its vicinity. Lower loads to ground level if at all possible. Never get on or off a moving vehicle or piece of equipment and do not allow others to do so.

Seatbelts – are to be worn at all times.

Scissor / Boom Lifts – Scissor lifts are considered moving scaffolding (OSHA Reg 1926.451) and operators must have a fall restraint system in place. Proper guardrail use is acceptable. Mid-rail chain shall be used whenever lift is occupied. Articulating or extensible boom operators are required to be "tied-off" at all times. Superintendents will authorize operators for Scissor/Boom lift use.

Power Tools, Machines, and Equipment – Perform daily inspections prior to using tools, machines and equipment. No modifications to the equipment including removal of shields, machine guards, interlocks and other safety devices should be made without written approval from the manufacturer. When inspecting, make certain that safety devices are operative and guards are in place before using. Do not operate unguarded equipment. Equipment powered electrically shall be properly grounded according to the manufacturer's recommended use. Load limits should not be exceeded. Use and maintain all equipment and safety devices properly.

Crane Signals – OSHA Cranes and Derricks Standard 1926.1400 requires use of qualified and authorized signal persons and riggers during all crane operations.

Spotters – Use spotters or competent persons when the worksite requirements demand it or if operator cannot see behind the equipment or vehicle when backing up.

Electrical – Proper LOCK OUT / TAG OUT procedures shall be observed. All electrical cords shall be in good repair, and properly grounded. All cords must be GFCI protected. Flat cords may only be used with temporary lighting. Frayed or damaged cords are not allowed on the jobsite. Company safety personnel have the authority to take faulty cords out of service by rendering them inoperable (cutting the ends off).

Hot Works – The Company superintendent will be notified of any Hot Work operations performed on the jobsite. Hot work permits are required and obtained at the Company project trailer. A fully charged fire extinguisher shall be in the immediate work area (recommendation is within 5' of the operator). Fire watchers may be assigned while work is being performed and for at least a half hour after completion of hot works activity. **HOT WORKS OPERATIONS SHALL NOT TAKE PLACE BEFORE THE HOT WORKS PERMIT IS COMPLETE AND PROPERLY FILED FROM THE HOST CLIENT AND REVIEWED BY THE PROJECT SUPERINTENDENT.**

Spills & Waste - Clean up spilled materials immediately. Spills of hazardous substances must be reported to the proper local, state, or federal agencies by your supervisor immediately. Dispose of trash and waste in approved or designated containers.

Weapons - The Company prohibits the possession or use of dangerous weapons on Company property as well as jobsites and Company related activities, unless it is an unloaded firearm customarily used for hunting and is locked out of sight in employee's parked vehicle. Dangerous weapons include firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Knives or other tools that maybe be considered dangerous in some instances, that are used for construction purposes, are exempt from this policy. A license to carry the weapon does not supersede Company policy.

Other OSHA compliancy and safety related issues should be addressed by contacting the Superintendent of the project.

EXHIBIT G - SAFETY

Job Safety Analysis (JSA)

Why

The purpose of the daily Job Safety Analysis (JSA) is to proactively consider and outline what could go wrong and what safety issues could arise while performing the day's tasks. The goal is to ensure each worker understands the assigned tasks, the associated risks, and the planned measures to reduce the likelihood that these hazards will result in an injury.

BENEFITS OF JSA'S:

- Prompts the recognition of hazards which may have otherwise been ignored or overlooked
- Improves communication between workers onsite who may not recognize the risks associated with a task.
- Provides an opportunity for individuals to ask questions on how tasks will be completed before they are exposed to hazards.
- Creates teachable moments amongst different trades and workers of all experience levels. We can learn from each other.
- Creates detailed records of our safety processes

How

- The JSA form can be filled out by an individual or through a group discussion where the crew members come together to perform a thorough "risk assessment" based on a specific task. The process can be led by the crew leader or rotated daily among crew members.
- Pre-written JSA's will not be permitted. Each crew shall develop a new JSA at the beginning of each shift or for each new task.
- The JSA must be reviewed by every worker participating in the task that day and every worker must "sign off" by placing their initials in the designated place. By "signing off" on the JSA workers are acknowledging that they agree with the work procedure and will adhere to the hazard control measures.
- Updating the JSA. In the event the hazards or the best method of controlling the hazard change throughout the day the JSA should be amended to reflect the changes and again signed off by each worker.
- After each crew member has "signed off" the crew leader or supervisor should submit the JSA to the HCC representative. Typically, this will be the HCC Superintendent or Field Engineer. The HCC representative should take time to review the task, tools/equip, potential hazards, and control measures to ensure the crew put forth adequate thought and planning into the day's task. HCC representative should also verify the members of the crew are listed and have signed off by placing their initials on the proper line. Finally, the HCC representative should review 2nd page of the document to ensure the crew has reviewed and identified any higher risk activities that may require additional planning.

Where

The HCC representative will capture a digital image of the JSA (both pages by means of camera or other method of scanning) and post the image to PROCORE on the Daily Manpower Log. The hard copy of the JSA shall remain with the crew. If the JSA is amended throughout the day and the final version should be posted the Daily Manpower Log at the end of the day.

HCC does allow subcontractors to complete their own Daily Manpower Log as well as post digital images of the JSA. If the subcontractor elects to post the JSA themselves they shall notify the HCC representative when it's been posted.

If any of the high-risk activity boxes on the front page of the JSA are checked, the JSA is consider high risk and should be recorded as such when posting to PROCORE on the daily manpower log. All other JSA's are considered standard risk. In both cases the entire form, front and back needs to be completed.

When

The JSA form must be filled out and submitted to the HCC representative prior to work beginning for the day or a new task being performed. The expectation is that the crew leader verbally touches base with the HCC representative when the form is submitted. This can be done individually on the jobsite, over the phone, or during a daily huddle meeting.

Who

Every crew working at the jobsite is required to complete a JSA. This includes all HCC crews, Subcontractors, 2nd Tier Subcontractors, and Owner Vendors working under HCC's control.

RESPONSIBILITIES:

1. HCC:

- a. Ensure the JSA process is reviewed annually and revised as necessary
- b. Provide leadership and support in communicating to Supervisors, Crew Leaders, and Individual Workers their responsibility to stop work when observing unsafe behaviors or conditions
- c. Provide resources to implement and maintain the JSA process
- d. Utilize JSA's during incident investigations and retraining
- e. Support project teams in implementing disciplinary action for crews or individuals violating the JSA process

2. Supervisors/Crew Leaders:

- a. Ensure JSA's are being properly developed and implemented
- b. Ensure JSA's are complete and effective
- c. Ensure JSA's are reviewed with all members of the assigned crew before work begins
- d. Ensure JSA's are modified if conditions or hazard control methods change
- e. Implement disciplinary action for individuals violating the JSA process
- f. Ensure JSA's are posted/recorded on the Daily Manpower Log

3. Individual Workers:

- a. Participate in the JSA process
- b. Identify hazards and ask questions while developing/reviewing the JSA.
- c. Do not "sign off" of the JSA until you understand the hazards and your responsibilities in the controlling the hazard.
- d. Follow the work procedure and use the PPE identified on the JSA


1205 West Russell Street • Sioux Falls, SD 57104
(P) 605-336-2410 (F) 605-332-1314

Job Safety Analysis (JSA)

Project Contact Information

NAME	TITLE	PH. NUMBER	EMAIL
Jerry Fromm	HCC President	605-310-3612	jfromm@henrycarlson.com
Ron Faber	Safety Director	605-770-8442	rfaber@henrycarlson.com
	Project Manager		
	Superintendent		
	Field Engineer		

Subcontractor/Supplier Contact Information

Date		Project		Wind Direction:
Company		Safety Manager		Wind Speed:
Foreman/Task Leader		Company Foreman		Weather:
Work Area		Rally Point		
Overall Work Task				

Are today's activities high risk?

Please mark each blank with (Y) = Yes, (N) = No, or (N/A) = Not Applicable
If Yes, provide a description of procedures, specific equipment, etc. on Page 2.

CONFINED SPACE		CRANES		EXCAVATIONS		FALL PROTECTION	
Employee Training		Designated Rigger		Shored/Sloped		Body Harness	
Rescue Equipment		Lift Plan in Place		Daily Inspection		Lanyard(s)	
Atmosphere Monitoring		Swing Radius Protection		Access/Egress		Life Line(s)	
Adequate Ventilation		Rigging Inspected Prior to Use		Confined Space Permit		Rope Grab(s)	
Lockout/Tagout		Electrical Danger Zone Operation within 50'		Standing Water		Retractable Lanyard(s)	
Entry Attendant/Log		Qualified Signal Person		Barricades/Hole Covers		Hand Rail(s)	
Signs Posted		Lead Path Clear				Horizontal Lifelines	
						Appropriate Anchor Point	

LOCKOUT/TAGOUT		WELDING/CUTTING/BURNING		SCAFFOLD	
Employee Training		Approved Eye Protection		Competent Person in Charge of Erection/Inspection	
Locks Installed		Hoses/Leads in Good Condition		Inspection Signed and Posted at Scaffold	
Tags Completed and Installed		Flammable Material Removed		Proper Base Plates	
All Sources De-Energized		Respiratory Protection		Level and Plumb	
		Fire Extinguisher		Planks Secured	
		Spark Containment		Fall Protection Required/In Use	
		Hot Work Permit Completed		Proper Access to Working Platform	
		Welding Screens			

Exhibit G - Page 10

SEE OTHER SIDE

January 2021

Describe today's activities		
Task/Activity	Tools/Equipment	Hazard Control(s) & Safety Equipment

<p>If a high risk category was checked on Page 1, please provide a detailed description of procedures, specific equipment, etc.</p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p>

<p>Does my task create hazards for others working in the area? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What's being done to mitigate the hazard for others?</p> <p> <input type="checkbox"/> Signage <input type="checkbox"/> Danger/Caution Lines <input type="checkbox"/> Barricades <input type="checkbox"/> Spotter/Flagger <input type="checkbox"/> Other/Specify _____ </p>

<p>Signature verifies I have reviewed and agree to work safely and according to the plan.</p> <p>I understand that I have the <u>RESPONSIBILITY & AUTHORITY</u> to stop any unsafe activities I see.</p>									
Print Name	Temp Check	No COVID Symptoms	Not Exposed to Positive Case	Your Initials	Print Name	Temp Check	No COVID Symptoms	Not Exposed to Positive Case	Your Initials
Task Leader Signature					Foreman Signature				

SECTION 00-09 - PERFORMANCE AND PAYMENT BOND FORM
AIA A312

DRAFT AIA® Document A312™ - 2010

Performance Bond

SUBCONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

CONTRACTOR:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 16

SUBCONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

CONTRACTOR'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Subcontractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Contractor for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Subcontractor performs the Construction Contract, the Surety and the Subcontractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Contractor Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Contractor first provides notice to the Subcontractor and the Surety that the Contractor is considering declaring a Subcontractor Default. Such notice shall indicate whether the Contractor is requesting a conference among the Contractor, Subcontractor and Surety to discuss the Subcontractor's performance. If the Contractor does not request a conference, the Surety may, within five (5) business days after receipt of the Contractor's notice, request such a conference. If the Surety timely requests a conference, the Contractor shall attend. Unless the Contractor agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Contractor's notice. If the Contractor, the Subcontractor and the Surety agree, the Subcontractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Contractor's right, if any, subsequently to declare a Subcontractor Default;
- .2 the Contractor declares a Subcontractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Contractor has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Contractor to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Contractor has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Subcontractor, with the consent of the Contractor, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Contractor for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Contractor and a contractor selected with the Contractor's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Contractor the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Contractor as a result of the Subcontractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Contractor and, as soon as practicable after the amount is determined, make payment to the Contractor; or
- .2 Deny liability in whole or in part and notify the Contractor, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Contractor to the Surety demanding that the Surety perform its obligations under this Bond, and the Contractor shall be entitled to enforce any remedy available to the Contractor. If the Surety proceeds as provided in Section 5.4, and the Contractor refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Contractor shall be entitled to enforce any remedy available to the Contractor.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Contractor shall not be greater than those of the Subcontractor under the Construction Contract, and the responsibilities of the Contractor to the Surety shall not be greater than those of the Contractor under the Construction Contract. Subject to the commitment by the Contractor to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

1. the responsibilities of the Subcontractor for correction of defective work and completion of the Construction Contract;
2. additional legal, design professional and delay costs resulting from the Subcontractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Subcontractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Contractor or others for obligations of the Subcontractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Contractor or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Subcontractor Default or within two years after the Subcontractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Contractor or the Subcontractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Contractor to the Subcontractor under the Construction Contract after all proper adjustments have been made, including allowance to the Subcontractor of any amounts received or to be received by the Contractor in settlement of insurance or other claims for damages to which the Subcontractor is entitled, reduced by all valid and proper payments made to or on behalf of the Subcontractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Contractor and Subcontractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Subcontractor Default. Failure of the Subcontractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to pay the Subcontractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Contractor and Subcontractor.

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User Notes: (963207801)

§ 16 Modifications to this bond are as follows:

N/A

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

SUBCONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: « »« »

Address: « »

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: « »« »

Address: « »



DRAFT AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »
« »

SURETY:

(Name, legal status and principal place of business)

« »
« »

OWNER:

(Name, legal status and address)

« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes:

(1314087752)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
2. have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title: « »« »

Address: « »

Signature:

Name and Title: « »« »

Address: « »

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User Notes:

(1314087752)

SECTION 00-10 - BILL OF SALE / STORED MATERIALS

BUYER: Henry Carlson Construction, LLC
 1205 West Russell Street
 Sioux Falls, SD 57104

SELLER: _____

PROJECT: South Dakota State Fair DEX
 Huron, SD

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

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

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

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

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

Seller shall mark and identify the described Goods and shall segregate from and shall not commingle such Goods with other goods held by Seller. Seller shall protect and bear the risk of loss or damage to such Goods until final completion and acceptance by Owner in accordance with the terms of the Subcontract. Seller, on behalf of its insurance companies insuring the property against loss, waives all rights of subrogation against Buyer.

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

In WITNESS WHEREOF, Seller has executed this Agreement the _____ day of _____, 20____.

Seller: _____

By: _____

Title: _____

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

 Notary Public in and for said County and State

My commission expires

SECTION 00-11 – NON-NEGOTIALBLE BAILMENT RECEIPT

BAILOR: Owner or Contractor

Name: South Dakota State Fair DEX

Address: Address

City, State Zip: City, State Zip

BAILEE: Subcontractor/Supplier

Name: Name

Address: Address

City, State Zip: City, State Zip

LOCATION OF STORAGE:

The goods, equipment and materials described below are held and stored at the above referenced location pursuant to the Contract by and between Bailee, as Subcontractor/Supplier, and Henry Carlson Construction, as Contractor, for Work to be performed at the Project Building located at Address. In consideration of payment made to the undersigned Bailee, the receipt and sufficiency of which are admitted, the Bailee agrees:

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

QUANTITY	DESCRIPTION OF ITEM

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

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

Agreed and Acknowledged:

Subcontractor/Supplier, Bailee

By:

Dated: _____

SECTION 00-12 - SUBCONTRACTOR and SUPPLIER FINAL WAIVER of LIEN (UNCONDITIONAL)

Final Conditional Waiver of Lien

TO WHOM IT MAY CONCERN AND TO:

***Henry Carlson Construction, LLC
1205 West Russell Street
Sioux Falls, SD 57104***

Conditioned upon receipt of good and valuable consideration in the final payment amount of \$ _____

And for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and releases any and all mechanics' liens, claims or rights of liens and all rights acquired by the undersigned to file mechanics' liens or other liens or claims upon the real property situate in the County of Lincoln, State of South Dakota, described as:

***Project
City, State***

on account of labor or services performed at or materials furnished or delivered to the real property above described or any building, construction or improvement thereon by the undersigned to this date.

Dated this ____ day of Month, Year

Contract Amount \$

Company

Signature

Date:

Subscribed and sworn before me this _____ day

Of _____, 2016

Notary Public:

My Commission Expires:

**SECTION 00-13 - GENERAL CONDITIONS & SAMPLE PRIME CONTRACT AGREEMENT FOR
CONSTRUCTION**

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Article 1

Definitions

- 1.1 Owner: The owner is the State of South Dakota acting through the legally appointed commissioner for the Bureau of Administration and his representative, the Office of the State Engineer.
- 1.2 Architect/Engineer: The term "architect/engineer" (hereinafter A/E) means the person or entity identified as such on the cover sheet to the drawings or plans and his/her authorized representative including his/her consulting engineer(s).
- 1.3 Contractor: The term "contractor" means the person or entity identified as such in the Agreement for Construction and his authorized representatives.
- 1.4 Subcontractor: Any individual, firm or corporation to whom the Contractor sublets any part of the contract for supplying materials and labor, or only labor, at the site of the project.
- 1.5 The Contract Documents: The documents identified as the Contract Documents in the Agreement for Construction.
- 1.6 The Contract: The Contract Documents form the contract. The contract may be amended or modified only in writing in the manner set forth in Article 14. Nothing contained in the Contract Documents shall create any contractual relationship between the owner and any subcontractor, sub-subcontractor or supplier.
- 1.7 The Work: The completed construction required by the Contract Documents, and every part thereof, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated into such construction.
- 1.8 The Project: The total construction of which the work performed under the Contract Documents may be the whole or a part.
- 1.9 The Drawings or Plans: The graphic and pictorial portions of the Contract Documents showing the design, dimensions and layout of the work including, but not limited to, plan views, elevation views, details, sections, schedules, and diagrams.
- 1.10 The Specifications: The written requirements in the Contract Documents for materials, equipment, construction systems, standards and workmanship.
- 1.11 The Project Manual: The manual compiled for the work containing the Invitation for Bid, Instructions to Bidders, blank form of Bid Bond, blank form of Agreement for Construction, blank form of Performance and Labor and Material Payment Bond, sample forms, General Conditions, and Special Conditions.

Article 2

Execution, Correlation and Intent

2.1 By executing the contract, the contractor represents he has examined the plans, specifications, site of the proposed Work and Contract Documents in accordance with the requirements of the Instructions to Bidders.

2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written change.

2.3 The organization of the Specifications into Divisions, Sections and Articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

2.4 Neither the Owner nor the A/E assumes any liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Specifications and Drawings.

2.5 The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the work of the mechanical, electrical, and other specialized trades, and to all of the Sections of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results. The Contractor shall promptly report any discrepancy or omission which it observes in the Construction Documents and any need for clarification or interpretation to the Owner and the A/E. The Contractor's failure to do so will cause any additional cost incurred by the Contractor to be its sole responsibility. The Contractor shall number Requests for Information in consecutive order. The Contractor shall maintain a log of each Request for Information indicating the date it was issued, the date or dates of any correspondence and/or discussions on the Request for Information, and the date a final answer is received.

2.6 The General Conditions and the Special Conditions are a part of each Section of the Specifications. The Special Conditions for Mechanical and Electrical Trades, if any, are part of each Section of the Specifications referenced therein, and apply to the work of the trades affected thereby.

2.7 A typical or representative detail indicated on the Drawings shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Construction Documents, the Contractor shall adapt such representative detail for application to such corresponding parts of the Work. The details of such adaptation shall be subject to prior approval by the A/E. Repetitive features shown in outline on the drawings shall be in exact accordance with corresponding features completely shown.

2.8 The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories indicated on the Drawings is diagrammatic, and all variations in alignment, elevation, and detail required to avoid interferences and satisfy architectural and structural limitations are not necessarily shown. Actual layout of the Work shall be carried out without affecting the architectural, engineering and structural integrity and limitations of the Work and shall be performed in such sequence and manner as to avoid conflicts, provide clear access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment, obtain maximum headroom, and provide adequate clearances as required for operation and maintenance.

2.9 The Drawings shall not be scaled for dimensions. If figured dimensions are not given on the Drawings, the Contractor shall request same from the A/E giving reasonable advance notice.

2.10 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

2.11 Where codes, standards, requirements and publications or public and private trade associations or other bodies are referred to in the Specifications, references shall be understood to be in the latest revision prior to the date of receiving bids, except where otherwise indicated.

2.12 Where no explicit quality or standards for materials or workmanship are established for work, such work is to be of good quality for the intended use and consistent with the quality of the surrounding work, of the construction of the Project generally, and industry standards.

2.13 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents. A copy of the manufacturer's written or printed directions shall be provided to the Owner upon completion of the project.

Article 3

Ownership, Use of Documents, Confidentiality of Documents.

3.1 Ownership of Work Product

Any plans, specifications, engineering calculations, technical data, reports, miscellaneous drawings, and all information contained therein provided by the State, its consultants, employees, contractors and agents to the contractor for the contractor's performance of its obligations under this agreement are the property of the State. They are to be used only with respect to this Project and are not to be used for any other project. The contractor may not disseminate these materials to any person or entity nor may the contractor use these materials for purposes other than work for the state, without the express written approval of the state. The state shall not unreasonably withhold such approval for dissemination of these materials as necessary to subcontractors and suppliers.

3.2 Confidentiality of Documents

All reports, plans, specifications, engineering calculations, technical data, miscellaneous drawings, and information contained therein provided to or prepared by the contractor, its owners, officers, employees, agents, consultants, suppliers, and subcontractors in connection with the contractor's performance under this Agreement are confidential and the contractor, its owners, officers, employees, agents, consultants, suppliers, and subcontractors shall not disclose this information to any person, individual, or entity without the express written permission of the state.

3.3 Return of Documents

All documents covered by Article 3 shall be delivered to the A/E at the completion of the work. The contractor may not retain any such documents for its own use without the express written permission of the state and any documents that are retained, with or without state permission, shall be subject to all of the requirements of Article 3.

3.4 Terms to be Included in Subcontracts

The contractor shall include the requirements of Article 3 in any contract it enters into with any consultants, subcontractors, suppliers, persons, individuals, or entities for the performance of any of the contractor's obligations under this agreement.

Article 4

A/E'S RESPONSIBILITIES

4.1 The A/E, under the direction of the State Engineer, will provide administration of the Contract as hereinafter described. The A/E will represent the Owner during construction. The A/E will advise and consult with the Owner. The Owner's instructions to the Contractor may be forwarded through the A/E. The A/E will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Sub-Article 4.15.

4.2 The Contractor shall accept instructions only from the A/E or State Engineer, and not the A/E's consulting engineers, except as the A/E and State Engineer shall authorize in writing.

4.3 The A/E will visit the construction site at intervals appropriate to the stage of construction to keep generally familiar with the progress and quality of the work completed and to determine in general if the Project is being constructed in a manner such that when completed it would be in conformance with the plans and specifications and other Contract Documents. The A/E will not, however, be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work. On the basis of such observations or inspections, the A/E shall keep the Owner informed of the progress and quality of the work on the Project and endeavor to guard the Owner against defects and deficiencies in the work of the Contractor. The A/E will maintain written reports of all site visits.

4.4 The A/E shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since these are solely the Contractor's responsibilities under the Agreement for Construction. The A/E shall not be responsible for the Contractor's schedules or failure to carry out the Project in accordance with the Contract Documents. The A/E shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Project, except to the extent that the A/E may formally notify the Contractor of the unacceptability of various portions of the Project or failure to carry out the Work on the Project in accordance with the Contract Documents.

4.5 The A/E will inform the Contractor on behalf of and in consultation with the Owner to cease work on the Project or portions thereof affected by those items that are unacceptable and remain uncorrected until such time as corrections are made.

4.6 The A/E shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the A/E may perform his functions under the Contract Documents.

4.7 Except as may otherwise be provided in the Contract Documents or when direct communications have been approved by the A/E, the Owner and its representatives and the Contractor shall communicate through the A/E. Communications by and with the A/E's consultants shall be through the A/E.

4.8 The A/E will determine the amounts owing to the Contractor based on inspections and observations at the site, and on evaluations of the Contractor's Monthly Applications for Payment, and shall issue Certificates of Payment for amounts due on forms provided by the State Engineer. A Certificate of Payment constitutes a representation by the A/E to the Owner, based upon the inspections and the information provided by the Contractor in the Application, that the Project has progressed to the point indicated; that to the best of the A/E's knowledge, information and belief, the quality of the work on the Project is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified.

4.9 The A/E shall have authority to reject work on the Project which does not conform to the Contract Documents. Whenever the A/E considers it necessary or advisable for implementation of the intent of the Contract Documents, the A/E will have authority to recommend to the Owner additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of the A/E nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the A/E to any Construction Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work on the Project.

4.10 The A/E shall review and approve or take other appropriate action on Shop Drawings, Product Data and Samples submitted by Construction Contractors to determine if they conform with the design concept for the Project and with the information provided in the Contract Documents, and submit these documents or information to the Owner indicating the A/E's approval or comments with reasonable promptness so as to cause no delay to the prosecution of the Project.

Approval or acceptance of a specific item shall not necessarily indicate the A/E's approval of an assembly of which the item is a component. When professional certification of equipment is required by the Contract Documents, the A/E will be entitled to rely upon that certification to determine that the materials, systems, or equipment will meet the performance criteria required in the Contract Documents.

4.11 The A/E will conduct, at the time and place approved by the Owner, with representatives of the State agencies involved in the Project and the Contractor, inspections to establish dates of Project acceptance and completion. The A/E shall have other A/Es, Structural, Mechanical, or Electrical Engineers, or other consultants in their employ in attendance at this and at various progress inspections as may be necessary to evaluate whether the work completed on the Project is in conformance with the Contract Documents. The A/E will receive and forward to the Owner, with comments on completeness or acceptability, those warranties, operation manuals, and other documents required by the Contract Documents and assembled by the Contractor.

4.12 The A/E will review the final estimate for final payment to the Contractor and provide a Certificate of Final Payment to the Owner.

4.13 The A/E will provide to the Owner or the Contractor, upon written request in the form of a Request for Information, interpretations and decisions in writing, or in the form of drawings, on matters concerning performance under the Contract Documents, and execution or performance of the Work on the Project. Response to such requests shall be made with reasonable promptness and within any time limits agreed upon. The final decision on all such questions shall be made by the State Engineer.

4.14 The A/E will prepare Change Orders in accordance with Article 14, and will have authority to order minor changes in the Work as provided in Sub-Article 14.6.

4.15 The duties, responsibilities and limitations of authority of the A/E as the Owner's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Owner, the Contractor and the A/E.

4.16 In case of the termination of the employment of the A/E, the Owner shall appoint a replacement A/E whose status under the Contract Documents shall be that of the former A/E.

Article 5

OWNER'S RIGHTS AND RESPONSIBILITIES

5.1 Information and Services Required of the Owner.

5.1.1 The Owner shall furnish a survey describing the legal limitations and utility locations for the site of the project.

5.1.2 The Owner shall secure and pay for necessary easements, and other property rights required for the construction of the Project.

5.1.3 Information under the Owner's control shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information.

5.1.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, 2 sets of paper prints of Drawings and 3 sets of Specifications necessary for the execution of the Work.

5.1.5 The Owner may forward instructions to the Contractor through the A/E or give instructions through the State Engineer.

5.1.6 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by the Owner or by separate contractors, Payments and Completion, and insurance in Articles 8, 10, 11 and 13.

5.2 **Owner's Right to Stop the Work:** If the Contractor fails to correct defective Work as required by Article 15 or fails to carry out the Work in accordance with the Contract Documents in any material respect, the Owner, in addition to its other remedies, by a written order signed by the State Engineer or by the State Engineer's designated representative may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

5.3 Owner's Right to Carry Out the Work: If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents in any material respect and fails within three working days after receipt of written notice from the Owner or in such time as may be established in written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, or if the Work is not being performed properly or in accordance with the scheduling provisions of the Contract Documents in any material respect, whether or not the Contractor is in default, the Owner may, after the expiration of such notice period and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the A/E's and State Engineer's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner upon demand. If, in the sole judgment of the Owner, an emergency exists as a result of the Contractor's default, neglect or failure to correct defective work, which in the Owner's opinion, requires more immediate corrective action than the Contractor is able to provide, then the Owner may, without notice to the Contractor, perform such corrective work or cause it to be performed by others. The Owner shall also have the right to carry out the Work, or any part thereof, during the period of any work stoppage without terminating the Contract. If the Owner wishes to exercise this right it will give the Contractor three days' notice of its intent to do so. In any such case, an appropriate deductive Change Order shall be issued in accordance with Article 14, the amount of which shall not exceed an amount which equals the estimated direct cost, including the State Engineer's fees, of performing the work which the Owner elects to perform and the proportionate amount of the Contractor's fee associated therewith.

5.4 Owner's Right to Access for Observation or Other Work: The Owner reserves the right of access to any part of the Work, at any time, for the purpose of observation, or testing, or to install other work, either with its own forces or with separate contractors. Such access is not to be construed to mean partial occupancy by Owner, and no claim for additional compensation by the Contractor because of such access or installation of work will be considered. Contractor shall cooperate with Owner during Owner's access or performance of work.

ARTICLE 6

CONTRACTOR'S RESPONSIBILITIES

6.1 Review of Contract Documents: The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner and the A/E any error, inconsistency or omission he may discover. The Contractor shall not be liable to the Owner or the A/E for any damage resulting from any such errors, inconsistency or omission he may discover and report, nor for any damage resulting from any such errors, inconsistencies or omissions which he could not reasonably have discovered. The Contractor shall perform no portion of the work at any time without Construction Documents or, where required, Shop Drawings, Product Data or Samples for such portions of the Work bearing the A/E's appropriate action stamp.

6.2 Supervision and Construction Procedures.

6.2.1 The Contractor shall supervise and direct the Work, using the skill and attention necessary to complete the Work in a workmanlike manner. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the contract. Neither the Owner nor the A/E shall have control over, or responsibility for, any such matters.

6.2.2 Nothing contained in the Contract Documents shall be interpreted by implication or otherwise as a direction by the A/E or the Owner to the Contractor as to construction means, methods, techniques, sequences and procedures. If there is express reference to such means, methods, techniques, sequences and procedures, it is solely for the purpose of insuring that the Work will be produced in accordance with the desired objectives as set forth in the Construction Documents but such express reference shall in no way relieve the Contractor of his responsibilities in connection therewith. If the Contractor does not wish to accept the responsibility for any means, techniques, sequences or procedures which are expressly set forth in the Construction Documents, then the contractor shall notify the A/E in writing of the actual means, methods, techniques, sequences and procedures which he will employ on the Work if these differ from those expressly referred to in the Construction Documents. All loss, damage or liability or cost of correcting defective Work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor notwithstanding that any of the same shall have been referred to expressly in the Construction Documents.

6.2.3 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, Sub-subcontractors, materialmen and suppliers and their agents and employees, and other persons performing any of the Work.

6.2.4 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the A/E in his administration of the Contract, by the use or occupancy of part of the Work by the Owner as provided in Sub-Article 5.4, by the performance of work related to the Project by others as provided in Sub-Article 8.1, or by inspections, tests or approvals required or performed under Sub-Article 9.7 by persons other than the Contractor.

6.2.5 The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the Owner and A/E, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated work such as, but not limited to, roads, utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

6.2.6 The Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various Subcontractors in laying out their work.

6.2.7 The Contractor shall coordinate and supervise the work performed by Subcontractors to the end that the work is carried out without conflict between trades or jurisdictional disputes and so that no Subcontractor, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each other Subcontractor, any separate contractor, and the Owner, every reasonable opportunity for the installation of work and the storage of materials, and shall provide access to and the use of necessary loading dock and hoist facilities, adequate storage room and necessary utilities and other services.

6.2.8 Wherever the work of a Subcontractor is dependent upon the work of other Subcontractors, or the Contractor, the Contractor shall require the Subcontractor to:

6.2.8.1 Coordinate his work with the dependent work;

6.2.8.2 Provide necessary dependent data and requirements;

6.2.8.3 Supply and/or install items to be built into dependent work of others;

6.2.8.4 Make provisions for dependent work of others;

6.2.8.5 Examine dependent drawings and specifications;

6.2.8.6 Examine previously placed dependent work;

6.2.8.7 Check and verify dependent dimensions of previously placed work;

6.2.8.8 Notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of his work; and

6.2.8.9 Not proceed with his work until the unsatisfactory dependent conditions have been corrected.

Installation of Work by a Subcontractor in any given area shall constitute acceptance by the Subcontractor and Contractor of the previously placed dependent work.

6.3 Labor and Materials.

6.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word "provide" shall mean furnish and install complete, including connections, unless otherwise specified. All connection charges, assessments or inspection fees which may be imposed by any public agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility, except the final water and sewer connection charges which shall be paid by the Owner.

6.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Contractor shall be responsible to maintain and observe, and to require his Subcontractors to maintain and observe, sound labor practices, and shall require each Subcontractor to take all steps reasonably necessary to avoid labor disputes or stoppages.

6.3.3 Except in the event of emergency, no substantial field operations shall be performed outside of regular working hours without the prior notification of the A/E and the Owner. The Contractor will not be entitled to additional compensation for work performed outside of regular working hours except as otherwise expressly agreed in writing by the Owner prior to the performance of such overtime work. Additional compensation for such authorized overtime shall be limited to the direct cost of the premium portion only of such authorized overtime. No additional indirect cost or fee shall be included.

6.3.4 Substitutions

6.3.4.1 The products, materials and equipment of manufacturers referred to in the Specifications and on the Drawings are intended to establish the standard of quality and design required by the A/E; however, products, materials and equipment manufacturers, other than those specified, may be used, if equivalent and approved in writing by the A/E.

6.3.4.2 It is deemed that the term 'or approved equal' is included after all products, materials and equipment referred to in the Specifications or on the Drawings.

6.3.4.3 The Owner in consultation with the A/E will be the sole judge of equivalency of proposed substitute products, materials, and equipment. The A/E will make written recommendation of acceptance or rejection to the Owner. The Owner will then authorize the A/E to issue to the Contractor written approval or rejection of the substitution.

6.3.4.4 If the Contractor desires to use a substitute item, he shall make application to the A/E in writing in sufficient time (having regard to the progress of the Work, the period of delivery of the goods concerned and adequate time for the Owner's and A/E's review) stating and fully identifying the proposed substitute, cost changes (if any), and submitting substantiating data, sample, brochures, etc. of item proposed. It is the Contractor's responsibility to provide sufficient evidence by tests or other means to support any request for approval of substitution.

6.3.4.5 Prior to proposing any substitute item, the Contractor shall satisfy himself that the item he proposes is, in fact, equal to that specified, that it will fit into the space allocated, that it affords comparable ease of operation, maintenance and service, that its appearance, longevity and suitability for the climate and use are comparable to that specified, and that the substitution is in the Owner's best interest.

6.3.4.6 The burden of proof that a proposed substitution is equal to a specified item shall be upon the Contractor, who shall support his request with sufficient test data and other means to permit the State Engineer and A/E to make a fair and equitable decision on the merits of the proposal. Any item by a manufacturer other than those cited in the Contract Documents, or of brand name or model number or of generic species other than those cited in the Contract Documents will be considered a substitution.

6.3.4.7 Materials and methods proposed as substitutions for specified items shall be supported by certification of their acceptance for use by an authority, person or persons having jurisdiction over the use of the specified material or method.

6.3.4.8 Acceptance of substitutions shall not relieve the Contractor from responsibility for compliance with all the requirements of the Construction Documents. The Contractor shall be responsible at his own expense for any changes in other parts of the work of his Contract or the work of other contractors caused by his substitutions, including cost of all design and redesign services related thereto incurred by the A/E and his consultants.

6.3.4.9 The Contract completion time shall not be extended by any circumstances resulting from a proposed substitution, nor shall the Contractor be entitled to any compensation for any delay caused thereby or related thereto.

6.3.4.10 All costs for the evaluation of proposed substitutions, whether approved or not, shall be borne by the Contractor.

6.3.5 All materials and equipment shall be delivered, handled, stored, installed and protected to prevent damage in accordance with best current practice in the industry, in accordance with manufacturers' specifications and recommendations, and in accordance with Contract Document requirements. The Contractor will store packaged materials and equipment in their original and sealed containers, marked with the brand and manufacturer's name, until ready for use, and deliver materials and equipment in ample time to facilitate inspections and tests prior to installation. The term 'delivery' in reference to any item specified or indicated, means the unloading and storing with proper protection at the project site. Damaged materials or equipment will be rejected and removed from the site by the Contractor.

6.3.6 Before ordering materials, equipment, or performing Work, the Contractor shall verify indicated dimensions. If a discrepancy exists, the Contractor shall notify the A/E of same immediately. The A/E will then clarify the intended design. The Contractor shall take field measurements required for the proper fabrication and installation of the Work. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to such item of Work.

6.4 Guarantees/Warranty.

6.4.1 The Contractor guarantees and warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the A/E or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This guarantee/warranty is not limited by the provisions of Sub-Article 15.2.

6.4.2 The Contractor will indemnify the Owner against loss, including loss of use and lost revenues resulting from a breach of the Contractor's guaranty and warranty under Sub-Article 6.4.1, whether the loss arises before or after the Owner's acceptance of the Project.

6.4.3 Where the contract documents provide for equipment and material warranties in addition to the Contractor's guarantees and warranty contained in Sub-Article 6.4.1, such warranties shall at a minimum:

6.4.3.1 Provide that the term of the warranty shall start on the date of substantial completion of the project or the date the Owner takes beneficial occupancy of any portion of the project that requires the use or start-up of the warranted equipment or material, whichever date occurs first.

6.4.3.2 Provide for complete repair or replacement of defective equipment or material;

6.4.3.3 Provide all materials, shipping, and labor necessary to repair or replace defective equipment or material at no expense to the Owner;

6.4.3.4 Provide that any replacement parts used in repairing or replacing defective equipment or material shall be new or in a like-new condition.

6.4.3.5 Provide for the complete repair or replacement of defective equipment or material within two weeks after receiving written notice of the defect, provided however, that the Owner can, at its sole discretion, grant an extension of time for good cause shown; and

6.4.3.6 Provide for no limitation of liability should the Contractor and/or manufacturer fail to repair or replace defective equipment or material within the time specified in Sub-Article 6.4.3.4 or should the remedy of repair or replacement otherwise fail.

6.4.3.7 Be construed under South Dakota law.

6.4.3.8 Provide that any legal action brought on the warranty shall be brought only in a South Dakota court.

6.5 Taxes: The Contractor shall pay all sales, consumer, use, excise, and other similar taxes for the Work or portions thereof which are to be provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

6.6 Permits, Fees and Notices.

6.6.1 The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. The State does not require that inspection and license fees be paid to a municipality for work performed on State property.

6.6.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work and shall indemnify the Owner and the A/E against all costs, fines and damages, and all actions, claims and proceedings, due to its failure to do so.

6.6.3 The Contractor and its Subcontractors shall acquaint themselves with all codes governing their work and shall complete the work in conformance with all codes governing their work.

6.6.4 It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner and the A/E in writing, and any necessary changes shall be accomplished by appropriate modification.

6.6.5 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner and the A/E, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

6.7 Superintendent: The Contractor shall employ a competent superintendent and necessary assistants all of whom are acceptable to the Owner and who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case. The Superintendent shall not be changed without the Owner's consent.

6.8 Construction Progress Schedule.

6.8.1 The Contractor shall, within 5 days, or within such time as determined by the A/E, after date of Notice to Proceed, prepare and submit to the A/E for approval a reasonable schedule showing the critical path, order in which the Contractor proposes to carry on the work and, the date on which he will start the several salient features (including procurement of materials, plant and equipment). The progress schedule shall indicate appropriately the percentage of work scheduled for completion at any time. If at any time the sequence of work is modified, the Construction Progress Schedule shall be updated.

6.8.2 The Construction Progress Schedule shall reflect the time required for the preparation and processing of shop drawings and submittals and the lead time required in connection with the procurement of manufactured or processed materials and equipment.

6.8.3 The Contractor shall furnish sufficient forces, construction plant, and equipment, and shall work such hours, including night shifts, overtime operations, and Sunday and holiday work, as may be necessary to insure the prosecution of the work in accordance with the approved progress schedule.

6.8.4 Whenever major portions of the Work fall behind the planned schedule, the Owner and A/E shall be notified and advised of action being taken to return the project to its original schedule and such action shall be indicated on the Construction Progress Schedule which shall then be reissued. If, in the opinion of the A/E and Owner, the Contractor is not taking adequate steps to improve or maintain the progress of the work, the A/E and Owner may require him to increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant, all without additional cost to the Owner.

6.9 Documents and Samples at the Site: The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the A/E and Owner and shall be delivered to A/E for the Owner upon completion of the Work.

6.10 Shop Drawings, Product Data and Samples.

6.10.1 Shop Drawings are drawings, diagrams, schedules or other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

6.10.2 Product Data are illustrations, standard schedules, performance charts, instructions brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

6.10.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

6.10.4 The Contractor shall submit a schedule for submittal of Shop Drawings, Product Data and Samples to the A/E for review. The Contractor shall review, approve and submit to the A/E, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the A/E or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents, in accordance with the schedule reviewed by the A/E.

6.10.4.1 The A/E reserves the right to review Shop Drawings, Product Data, Samples and submittals in a sequence consistent with the sequence of erection, installation and assembly of the various elements of the Work.

6.10.4.2 The Contractor's identification of Shop Drawings, Product Data and Samples shall include verification of information required in Sub-Articles 6.10.9.2 and 6.10.10.2.

6.10.4.3 No extension of time will be granted, nor will any consideration be given to claims arising out of the Contractor's failure to submit any Shop Drawing, Product Data, Samples or related submittals according to the schedule or otherwise in a manner which does not allow adequate lead time for A/E's review, or does not allow ample time for revision, resubmission and subsequent review by the A/E as required.

6.10.4.4 Composite Drawing: In the interest of coordination and expediting the work in critical areas, i.e., exterior wall components, mechanical/electrical systems, and other areas so requested by the A/E, the Contractor shall prepare and submit, to the A/E for review, Composite Drawings embodying the Work of the various trades and/or Subcontractors involved. After review, the Contractor shall distribute prints or reviewed Composite Drawings to affected trades and/or Subcontractors. The Contractor shall require that the involved trades and/or Subcontractors cooperate in preparation of the Composite Drawings to assure proper coordination between trades and/or Subcontractors. The participating trades and/or Subcontractors shall indicate their approval on these drawings.

6.10.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurement, and field construction criteria related thereto, checked the Shop Drawings, Product Data, and Samples for complete dimensional accuracy; that he has checked to insure that work contiguous with and having bearing on the work shown on the Shop Drawings is accurately and clearly shown, that he has checked the Shop Drawings against the Composite Drawings prepared by the Contractor, that the Work has been coordinated and that the equipment will fit into the assigned spaces, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Construction Documents.

6.10.5.1 Any Shop Drawing, Product Data or Sample submitted without Contractor's approval will not be processed for review by the A/E, but will be returned to the Contractor for his compliance with the above procedures, in which event it will be deemed that the Contractor has not complied with the provisions herein specified and the Contractor shall bear the risk of all delays as if no Shop Drawing, Product Data and Sample had been submitted.

6.10.5.2 Shop Drawings shall bear a coordination and approval stamp signed by the Contractor and each contiguous Subcontractor, which shall confirm the representations set forth in Sub-Article 6.10.5. Shop Drawings shall bear the seal of a registered professional engineer or A/E when required by the Specifications or State Law.

6.10.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Construction Documents by the A/E's approval of Shop Drawings, Product Data or Samples under Sub-Articles 4.10 and 6.10.9 unless the Contractor has specifically informed the A/E in writing of such deviation at the time of submission and the A/E has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the A/E's approval thereof. Any deviation shall also be indicated on such Shop Drawing, Product Data, Sample, or related submittal by circling or other approved means.

6.10.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the A/E on previous submittals. Unless such written notice has been given, the A/E's Action on a resubmitted Shop Drawing, Product Data, or Sample shall not constitute Review and Action of any changes not requested on the prior submittal.

6.10.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the A/E as provided in Sub-Article 6.10.9. All such portions of the Work shall be in accordance with approved submittals.

6.10.8.1 No Shop Drawing, Product Data or Sample shall be issued to the field without the A/E's Action Stamp affixed thereto.

6.10.9 Shop Drawing & Product Data Procedures

6.10.9.1 Shop Drawing Requirements: Shop Drawings shall show design, materials (kind, thickness and finish), dimensions, connections, rough openings, routing details, and other details necessary to ensure that they accurately interpret Contract Drawings and Specifications and also show adjoining work in such detail as required to provide proper connection with same. Shop Drawings shall be numbered consecutively and insofar as possible shall be uniform in size.

6.10.9.2 Identification: All Shop Drawings and Product Data shall be identified with the name of the Project, Project Number, building or buildings for which the Shop Drawings and Product Data are being submitted, and shall contain the A/E's name, Contractor's name, Subcontractor's name, date of submittal, drawing number, revision, if any, as well as the Specification Section under which the Work is to be performed and the Drawing and detail numbers that relate to the Shop Drawings and Product Data.

6.10.9.3 Transmittals: All Shop Drawings and Product Data shall be accompanied by a letter of transmittal from the Contractor setting forth the same identification information as required above under Sub-Article 6.10.9.2. Contractor shall number transmittals consecutively in sequence with the sample transmittals and shall indicate the Submittal Procedure number being followed. Transmittal shall also indicate if Shop Drawing is resubmittal and note A/E's file number for original submittal.

6.10.9.4 Submittal Procedures: The Contractor shall submit copies of Shop Drawings and Product Data to the A/E in accordance with the Submittal Procedures listed below.

6.10.9.4.1 Shop Drawings and Product Data shall be sent by the Contractor to the Architect/Engineering team.

6.10.9.4.2 Shop Drawings and Product Data can be sent via an electronic method (email or other electronic platform) or via original paper copy. Contract, Architect/Engineer, and Owner shall agree on submittal method (email, other electronic platform, original paper copy, etc.).

6.10.9.4.3 Shop Drawings and Product Data shall be clearly legible and physical product samples shall be provided whenever necessary.

6.10.9.5 A/E's Distribution & Stamp: Following the A/E's review of each Shop Drawing and Product Data submission, the A/E will retain a copy of the submittal for their records as well as return a copy to the Contractor and Owner with the A/E's stamp and signature affixed thereto, annotated as follows:

6.10.9.5.1 "An Action": "An Action" means the submission is in general conformance with the design concept. Construction, fabrication and/or manufacture can proceed subject to the provision that the Work shall be in accordance with the requirements of the Construction Documents. Final acceptance of the Work shall be contingent upon such compliance.

6.10.9.5.2 "B Action": "B Action" means the submission is in general conformance with the design concept subject to notations by the A/E on the returned Shop Drawings. Construction, fabrication and/or manufacture can proceed subject to the provision that the Work shall be carried out in compliance with all annotations and/or corrections indicated on the returned Shop Drawings and Product Data and in accordance with the requirements of the Construction Documents. Final acceptance of the Work shall be contingent upon such compliance.

6.10.9.5.3 "C Action": "C Action" means that the Contractor shall revise and resubmit the Shop Drawings and Product Data in accordance with all annotations and/or corrections indicated therein. Construction, fabrication and/or manufacture cannot proceed. Shop Drawings and Product Data bearing "C Action" stamp shall not be permitted on the Project Site.

6.10.9.5.4 "D Action": "D Action" means that the submission is rejected for nonconformance with the design concept and the Contractor shall make a new submittal which shall comply with the requirements of the Construction Documents. Construction, fabrication and/or manufacture cannot proceed. Shop Drawings and Product Data bearing "D Action" stamp shall not be permitted on the Project Site.

6.10.9.6 Contractor's Distribution: When transparencies are returned "An Action" or "B Action", the Contractor shall obtain and provide such number of prints to the Subcontractor as may be required by the Subcontractor for his distribution. The Contractor shall have copies of all "An Action" or "B Action" Shop Drawings and Product Data at the Project Site at all times and shall make them available to the A/E's representatives.

6.10.9.7 Cost of Submittal and Distribution: All charges in connection with the delivery of Shop Drawings and Product Data to the A/E shall be paid by the Contractor. All charges in connection with the distribution of Shop Drawings and Product Data to the Contractor shall be paid by the Contractor.

6.10.10 Samples Procedures

6.10.10.1 Sample Requirements: Where possible, all samples required for a particular Specification Section shall be submitted together.

6.10.10.1.1 Samples shall be submitted from the same source which will supply the actual job. Samples shall be of adequate size to show quality, type, color, range, finish, texture and other specified characteristics.

6.10.10.1.2 Samples of materials or products which are normally furnished in containers or packages, which bear descriptive labels and/or application or installation instructions, shall be submitted with such labels and/or instructions.

6.10.10.2 Identification: All Samples shall be labeled, tagged, or otherwise clearly identified. Labels or tags shall set forth the name of the Project, the project number, buildings for which the Sample is being submitted, A/E, Contractor, Subcontractor, and/or supplier, the name of the manufacturer, fabricator, or processor, the trade designation, grade and quality of the material or product, the date of submittal, and specific identification of each sample and a precise reference to the Specification Article and Sub Article wherein the material, product, or element of the Work is specified. Each label or tag shall have sufficient clear space to permit the application of the approval stamp of the Contractor, and the action stamp of the A/E.

6.10.10.3 Transmittals: All samples shall be accompanied by a letter of transmittal from the Contractor setting forth the same identification information as required above under Sub-Article 6.10.4.2. Contractor shall number transmittals consecutively in sequence with the Shop Drawings and Product Data transmittals. Where appropriate, test data and/or manufacturers' certificates shall be referenced in and forwarded with the letter of transmittal. Samples without accompanying certificates or test data will be returned without action.

6.10.10.4 Submittal Procedure: The Contractor shall submit the number of samples as indicated below:

6.10.10.4.1 In the event that a range of variations in texture, graining, color or other characteristics may be anticipated in furnished materials, assemblies, or elements of the Work, a sufficient number of samples of such materials or products shall be submitted to indicate the full range of characteristics which will be present in the materials or products proposed for the Work. Any such materials or products delivered or erected prior to approval of full range samples shall be subject to rejection.

6.10.10.4.2 All Samples shall be submitted in triplicate to the A/E's home office, or were directed by the A/E, except as otherwise set forth in other Sections of the Contract Documents.

6.10.10.5 A/E's Distribution & Stamp: Following the A/E's review of each Sample submission, the A/E will return one set of each submission to the Contractor with the A/E's stamp and signature affixed thereto and annotated in a manner conforming to the convention established in Sub-Article 6.10.9.5.

6.10.10.6 Contractor's Distribution: When Samples are returned 'Action A' or 'Action B', the Contractor shall retain such Samples in a suitable place at the Project Site for use by the Contractor, his Subcontractors, the A/E and his authorized representatives to ensure that all work is being installed in accordance with these Samples. The remaining Samples will be retained by the A/E.

6.10.10.7 Cost of Submittal and Distribution: All charges in connection with the delivery of Samples to the A/E's home office or were directed by A/E (and all charges in connection with the subsequent distribution thereof by the A/E) shall be paid by the Contractor.

6.11 Use of Site.

6.11.1 The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Site with any unnecessary or surplus materials or equipment or debris.

6.11.2 Notwithstanding the designation of construction limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits. Trenching, utility work, site development, landscaping and all other work, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance or interference with the normal operation of the Owner, abutters, and the public. The Contractor shall obtain the Owner's prior approval for such operations, prosecute such operations expeditiously and restore the affected area and other areas needed for access to their original condition immediately upon completion of such operations, unless otherwise specified herein.

6.11.3 All operations, including pumping, draining and control of surface and ground water shall be carried out so as to avoid endangering the Work of any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof.

6.11.4 The Contractor shall confine operations at the site to work related activities. The Contractor shall not use the site for lodging or as a personal residence.

6.12 Cutting and Patching of Work.

6.12.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

6.12.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors or adjacent facilities by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

6.12.3 Structural elements of the Work shall not be cut, patched or otherwise altered or repaired without prior written authorization by the A/E.

6.12.4 Authorization to proceed with remedial operations for any damaged or defective element or portion of the Work shall not constitute a limitation or a waiver of the A/E's right to require the removal and replacement of any work which fails to fulfill the requirements of the Contract Documents.

6.13 Cleaning Up.

6.13.1 The Contractor at all times shall keep the Site and related streets free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials. All waste and rubbish shall be removed from the Site at least weekly and more often if necessary.

6.13.2 If the Contractor fails to maintain a clean and safe Project and/or fails to clean up at the completion of the Work, the Owner may do so as provided in Sub-Article 5.3 and the cost thereof shall be charged to the Contractor.

6.14 Communications: Except where otherwise directed by the A/E or otherwise provided in the Contract Documents, the Contractor shall forward all communications to the Owner through the A/E.

6.15 Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the A/E and Owner in writing.

6.16 Indemnification.

6.16.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, the A/E and its consulting engineers, and their respective successors, agents and employees from and against all claims, damages, liabilities, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any tortious act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this Sub-Article 6.16.

6.16.2 In any and all claims against the Owner, the A/E or any of its consultants, and their respective successors, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article 6.16 shall not be limited in any way by any limitation on the amount or type of damages, compensations or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.16.3 The obligations of the Contractor under this Sub-Article 6.16 shall not extend to indemnification of the A/E or other design consultants employed by him, his consultant, agents or employees for damages, claims, losses or expenses arising out of: (a) the preparation or approval by the A/E or his design consultants of maps, drawings, opinions, reports, Change Orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the A/E or his design consultants provided such giving or failure to give is the primary cause of the damage, claim, loss or expense.

6.16.4 The Contractor agrees to defend, indemnify and save the Owner, and A/E, or any of its consulting engineers, and their respective successors, agents or employees harmless from all costs, liabilities, damages or expenses, including reasonable attorneys' fees, incurred by them, by virtue of any claim or claims whatsoever filed by any Subcontractor, Sub-subcontractor, mechanic, laborer or materialman making claims arising from the Work by, through, or under the Contractor. The Contractor also hereby agrees to defend, indemnify and hold harmless, protect, and defend the Owner, the A/E and its consulting engineers, and their respective successors, agents or employees from and against any liability, claim, judgment, loss, damage, including but not limited to direct, indirect and incidental and consequential damages, attorneys fees, court costs and expense of collection, occasioned in whole or in part by the failure of the Contractor, its Subcontractor, or Sub-subcontractors to comply with any of the terms or provisions of the Contract Documents.

6.16.5 This article does not require the Contractor to indemnify the Owner, its officers, agents, or employees from claims or liability arising solely from the acts or omissions of the Owner, its officers, agents, or employees.

6.17 Default.

6.17.1 The Contractor shall be in default of the Contract if:

6.17.1.1 Contractor refuses or fails to prosecute the Work in accordance with the Contract Documents in any material respect;

6.17.1.2 Contractor fails to make proper payment to Subcontractors or for materials or labor (provided Owner shall have paid to Contractor any payments due from Owner in connection with such materials or labor);

6.17.1.3 Contractor disregards laws, ordinances, rules, building codes and regulations or orders of any public authority having jurisdiction;

6.17.1.4 Contractor fails to coordinate its work with other contractors and Subcontractors as required under Article 8 of these General Conditions;

6.17.1.5 Contractor fails to comply with the scheduling requirements of the Contract;

6.17.1.6 Contractor fails to promptly replace rejected material or correct rejected workmanship; or

6.17.1.7 Contractor fails in any material respect to observe any other terms, provisions, conditions, covenants and agreements in the Contract to be observed and performed on the part of the Contractor.

6.17.2 In the event of any default by Contractor under the Contract, Owner shall have the right to take such measures as it deems necessary to correct the default, at the Contractor's sole cost and expense and to deduct such costs, including but not limited to the State Engineer's and A/E's fees, as it may incur from amount otherwise owing to the Contractor, or to terminate the Contract in accordance with Sub-Article 16.2 of the General Conditions in addition to any and all other remedies that Owner may now or hereafter have. If the amounts owing to the Contractor are insufficient to cover the Owner's cost of corrections, the Contractor shall pay such amount promptly upon demand.

Article 7

SUBCONTRACTORS

7.1 Definitions.

7.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

7.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

7.2 Award of Subcontracts and Other Contracts for Portions of the Work. The Contractor shall conduct an investigation of each of its proposed Subcontractor's capabilities to assure each is responsible and has the requisite experience, skill, physical plant, and financial strength necessary to perform each Subcontractor's respective Work. The Contractor shall not contract with any Subcontractor that is not responsible or does not have the requisite experience, skill, physical plant, and financial strength necessary to perform its part of the Work.

7.3 Sub contractual Relations.

7.3.1 The Contractor shall not include any provisions in its Contracts with its Subcontractors which will in any way prejudice the rights of the Owner and the Architect/Engineer under the Contract between the Owner and the Contractor.

7.3.2 The Subcontract agreement shall require the Subcontractor to consent to any assignment of the Subcontract to the Owner in the event of a default by the Contractor hereunder.

7.3.3 Nothing in Article 7 shall be construed to create a privity of Contract between the Owner and any Subcontractor.

Article 8

WORK BY OWNER OR BY SEPARATE CONTRACTORS

8.1 Owner's Right to Perform Work and to Award Separate Contracts.

8.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with such work. Such work may include Work assigned to the Contractor under the Contract Documents which Work is not being performed properly or in accordance with the scheduling provisions of the Contract Documents, whether or not the Contractor is in default under Sub-Article 6.17 and whether or not the Owner has terminated the Contract under Sub-Article 16.2. If the Owner elects to exercise this right it will do so upon reasonable notice to the Contractor. There shall be an appropriate adjustment in amounts payable to the Contractor to reflect the Work undertaken by the Owner, which the parties shall confirm by Change Order in accordance with Article 14. If the Contractor claims that delay is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

8.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

8.1.3 The Owner will provide for the coordination of the work, of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Sub-Article 8.2.

8.2 Mutual Responsibility.

8.2.1 The Contractor shall afford the Owner and separate contractors' reasonable opportunity and all required facilities for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

8.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the A/E any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

8.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

8.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner or of a separate Contractor, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Sub-Article 12.2.5.

8.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates a litigation proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall participate in the defense of such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court costs which the Owner has incurred.

8.3 Owner's Right to Clean Up: If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up the Project, the Site and related streets and walks on a routine basis as required by Sub-Article 6.13, the Owner may clean up and charge the cost thereof to the contractors responsible therefore as the Owner shall determine to be just.

Article 9

MISCELLANEOUS PROVISIONS

9.1 **Governing Law:** The Contract shall be governed by South Dakota Law.

9.2 **Successors and Assigns:** The Owner and the Contractor each binds himself, his successors, assigns and legal representatives to the other party hereto and to the successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any money due or to become due to him hereunder, without the previous written consent of the Owner.

9.3 **Written Notice:** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given if sent pursuant to Article VII of the Agreement for Construction.

9.4 **Claims for Damages:** Should either party to the Contract suffer injury or damage because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within 14 days after the first observance of such injury or damage.

9.5 **Performance and Labor and Material Payment Bond:** Before commencing the Work, the Contractor shall provide a Performance and Labor and Material Payment Bond in accordance with the requirements of the Instructions to Bidders.

9.6 **Rights and Remedies.**

9.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. This provision relates particularly to the Contractor's obligations under Sub-Article 15.2.2.

9.6.2 No action or failure to act by the Owner, A/E or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9.7 **Tests.**

9.7.1 If the Construction Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the A/E and Owner timely notice of its readiness so the A/E and Owner may observe such inspection, testing or approval. The Contractor shall perform and bear all costs of such inspections, tests and approvals, unless otherwise provided.

9.7.1.1 Where certain testing and inspection requirements are set forth in the various Sections of the Construction Documents to be performed at the expense of the Owner, the Owner will retain the services of testing laboratories, agencies, or consultants, to perform such tests or inspections and render such services as may be required to verify that the work fulfills the requirements and intent of the Construction Documents. Such services will be performed in a manner consistent with the requirements of the Owner and the various agencies having jurisdiction over the Work and in accordance with reasonable standards of architectural and engineering practice.

9.7.1.2 The Owner reserves the right to modify the scope of or to re-allocate any of the testing and inspection services specified in the various Sections of the Construction Documents to be performed by a testing laboratory, agency or consultant retained by the Owner in connection with the Work when it can be satisfactorily established that such adjustment in scope is consistent with the intent of the Construction Documents. In the event that the Contractor shall not concur with such modification of scope or re-allocation of such services, he shall immediately notify the A/E and Owner in writing.

9.7.2 If the A/E determines that any Work requires special inspection, testing, or approval which Sub-Article 9.7.1 does not include, he will upon written authorization from the Owner, order the performance of such services by qualified independent testing laboratories, agencies or consultants as may reasonably be required or instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Sub-Article 9.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Construction Documents, the Contractor shall bear all costs thereof, including the cost of the tests, correction of the Work, the cost of retesting, and compensation for the A/E's additional services made necessary by such failure; otherwise, the Owner shall bear such costs, and an appropriate Change Order shall be issued.

9.7.2.1 If A/E's observation or any inspection or testing undertaken pursuant to Sub-Article 9.7 reveals a failure in any one of a number of identical or similar items or elements incorporated in the Work to comply with (1) the requirements of the Construction Documents or, (2) with respect to the Performance of the Work, with laws, ordinances, rules, regulations, building codes or orders of any public authority having jurisdiction, the A/E will have the authority to order inspection and/or testing of all such items or elements of the Work, or of a representative number of such items or elements of the Work, as he may in his reasonable opinion consider necessary or advisable, and the Contractor shall bear all costs thereof, including the cost of the tests, correction of the Work, the cost of retesting, and the A/E's additional services, if any are required, made necessary thereby. However, neither the A/E's authority to act under Sub-Article 9.7 nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the A/E to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

9.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the A/E and the Owner.

9.7.3.1 The Contractor shall obtain and deliver promptly to the Owner any certificates of final inspection of any part of his Work or operating permits for any mechanical or electrical apparatus, such as elevators, escalators, boilers, air compressors, fire alarms, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Except as is otherwise provided in Sub-Article 10.1.3, receipt of such permits or certificates by the Owner shall be a condition precedent to Completion of the Work.

9.7.3.2 Copies of reports issued as a result of services performed at the expense of the Owner pursuant to the provisions of this Article will be distributed to all parties to the Contract.

9.7.4 If the A/E or owner is to observe the inspections, tests or approvals required by the Contract Documents, they will do so promptly and, where practicable, at the source of supply.

9.7.5 In connection with testing and inspection services performed at the expense of the Owner, the Contractor shall provide Samples of materials and/or elements of the Work required as test specimens and shall provide incidental labor and facilities at the site reasonably required in support of such services.

9.7.6 The cost of testing services required solely for the convenience of the Contractor in his scheduling and performance of the Work shall be borne by the Contractor.

9.7.7 The cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Contractor.

9.7.8 If, during the course of the performance of any testing, inspection, control, balancing, adjusting, or similar work by the Contractor or an agent of the Contractor, it is the opinion of the A/E that the Contractor or said agent has failed to perform such work in a satisfactory manner, the Contractor shall, at his own expense, retain the services of a service organization which is satisfactory to the A/E for the performance of such work.

9.8 Litigation.

9.8.1 Unless otherwise specifically provided in this Agreement, all claims, counter-claims, disputes or other matters in question between the Owner and the Contractor arising out of, or relating to this Agreement, or the breach thereof, will be decided by direct negotiations, by non-binding mediation if the parties mutually agree, or in a circuit court of competent jurisdiction within the State of South Dakota. Notice of a request for mediation shall be sent in writing to the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question has arisen. If the party receiving notice of request does not agree to mediation in writing within 10 calendar days, it will be deemed that the parties do not mutually agree to mediate the matter. If the parties agree to mediate, a mediator to hear the dispute will be agreed upon by the parties. If agreement on a mediator cannot be reached, the State shall select the mediator.

9.8.2 The Contractor shall carry on the Work and maintain its progress during any dispute or litigation proceedings, and the Owner shall continue to make payments to the Contractor to the extent required by the Contract Documents and South Dakota Law.

Article 10

TIME

10.1 Definitions.

10.1.1 The Contract Time is the period of time allotted in the Construction Contract for Substantial Completion of the Work as defined in Sub-Article 10.1.3, including authorized adjustments thereto.

10.1.2 The date of commencement of the Work is the date established in the Notice to Proceed.

10.1.3 The date of Substantial Completion of the Work is the date certified by the A/E when construction is sufficiently completed in accordance with the Contract Documents so that the Owner can occupy and utilize the Project for the use for which it is intended, and such Work is fully completed in accordance with the Contract Documents except for minor items, adjustments or corrections which have no material effect upon the utilization, function or intrinsic values of the entire Project, including all of its mechanical, electrical and other systems and facilities.

10.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

10.2 Progress and Completion.

10.2.1 All time limits stated in the Contract Documents, including the Construction Completion Schedule, are of the essence of the Contract.

10.2.2 The Contractor shall begin the Work on the date of commencement as defined in Sub-Article 10.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

10.3 Delays and Extensions of Time.

10.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the A/E, or by any employee of either, or by changes in the Construction Completion Schedule required by the Owner, or by any separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes not caused by the labor practices of the Contractor or any Subcontractor in contravention of applicable labor practices, fire, unusual delay in transportation, severe and unusual weather conditions not reasonably anticipatable, unavoidable casualties, or any other causes beyond the Contractor's control and not occurring due to the fault or neglect of the Contractor, any Subcontractor or any other person for whose acts the Contractor is responsible, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner shall determine, or the Owner may elect to require the Contractor to accelerate the Work, in which case the Contract Sum shall be increased by a Change Order in the amount of the direct cost to the Contractor (exclusive of overhead and profit of necessary over-time labor).

10.3.2 Any claim for extension of time shall be made in writing to the Owner with a copy to A/E not more than 10 days after the commencement of the delay; otherwise, it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect on such delay on the progress of the Work.

10.3.2.1 Such claims shall set forth in detail the nature of the circumstances which form the basis for each such claim, the date upon which each such alleged cause of delay began, or began to affect the timely prosecution of the Work, and ended, or ceased to have an adverse effect upon the timely prosecution of the Work, and the number of days extension of time requested as a consequence of each such alleged cause of delay. The Contractor shall provide such supporting documentation as the Owner may require, including, where appropriate, a revised Construction Completion Schedule indicating all of the activities affected by the circumstances which form the basis for the claim.

10.3.2.2 The Contractor shall not be entitled to a separate extension of time as a consequence of each one of a number of causes of delay which may have a concurrent or interrelated effect on the progress of the Work.

10.3.2.3 The Owner shall have the right to defer his decision or decisions with reference to any claim or claims for an extension of time made pursuant to the provisions of this Article until the facts or circumstances which form the basis for such claim or claims may be fully assessed to the Owner's reasonable satisfaction.

10.3.2.4 Notwithstanding the provisions of Sub-Article 10.3.2, claims for an extension of time arising out of authorized changes in the Work shall be made in writing prior to or concurrent with the submission of the Contractor's proposal pursuant to such change. No extension of time arising out of changes in the Work will be granted subsequent to the date upon which the Contractor is authorized to proceed with such change or changes in the Work unless specific provisions governing a subsequent determination of an extension of time have been incorporated in such authorization to proceed with such change or changes in the Work. No claim for damages or separate compensation for delay arising from such change in the Work shall be recognized or be deemed valid, it being understood that any additional cost to the Contractor arising from such change shall be included in the amended Contract Sum set forth in such Change Order.

10.3.2.5 Time extensions will not be granted for rain, wind, snow, or other natural phenomena of normal intensity for the locality where work is performed. Determinations of the extent of delay attributable to unusual weather phenomena shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climactic range during the same period on the calendar. National Oceanic and Atmospheric Administration National Weather Service statistics for the locality or area where the work is performed shall be used to determine the five (5) year average weather conditions. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery.

10.3.3 If no agreement is made stating the dates upon which interpretations as provided in Sub-Article 4.13 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until 15 days after written request is made for them, and not then unless such claim is reasonable.

10.3.4 Should the contractor fail to substantially complete the work within the time agreed upon in the contract documents, or within such extra time as may have been allowed by increases in the contract or by formally approved extensions granted by the owner, the contractor and the contractor's surety shall be liable for and shall pay the owner the sums stipulated in the agreement for construction as liquidated damages for each calendar day of delay until the work is substantially complete. This sum is not a penalty but is liquidated damages due the owner from the contractor by reason of inconvenience to the public, added cost of engineering and supervision, and other items which have caused an expenditure of public funds resulting from the contractor's failure to complete the work within the time specified in the contract. In addition to liquidated damages, if any delay on the part of the contractor, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable results in any claim by third parties against the owner or the A/E arising out of such delay, the contractor shall pay, satisfy, and discharge all losses, damages and expenses arising out of such claims, including attorneys' fees, and shall indemnify and hold harmless the owner and the A/E and their agents and employees from and against all costs, fees, losses, damages, and expenses arising out of such claims enforced against the owner or the A/E.

10.3.5 No extension of time will be granted to the Contractor for any delay other than those described in Sub-Article 10.3.1.

10.3.5.1 Should the Contractor fail, refuse or neglect to supply a sufficiency of workmen or to deliver the materials with such promptness as to prevent delay in the progress of the Work, or fail in any material respect diligently to commence and prosecute the Work and to proceed in accordance with the approved construction schedule, or if the different parts thereof are not commenced, prosecuted, finished, delivered or installed in such manner as will insure substantial completion in accordance with the approved Construction Completion Schedule, or if the Contractor shall fail in the performance of any of his obligations under this Contract in any material respect, the Owner shall have the right to direct the Contractor, upon 3 days' notice at the Contractor's cost and expense, to furnish such additional labor and to expedite deliveries of materials (or the Owner may furnish such labor and expedite such deliveries at the cost of the Contractor), which labor or expediting shall, in the Owner's opinion, be sufficient to speed up and complete the Work in accordance with the Construction Completion Schedule.

10.3.5.2 If such additional labor shall not be available, the Owner shall have the right to direct the Contractor at the latter's own cost and expense, to work overtime to such an extent as will be sufficient, in the Owner's opinion, to speed up and complete the Work as herein provided.

10.3.6 The Contractor's right to make a claim or claims for an extension of time, as provided in Sub-Article 10.3.1, shall not preclude the Contractor's right to make a claim for delay damages arising out of the Owner's significant interference, by action or inaction, with the Contractor's Work.

10.4 Beneficial Occupancy.

10.4.1 The Owner shall have the privilege of Beneficial Occupancy and the use and benefit of designated areas, subdivisions or portions of the Project prior to completion and acceptance of the entire Project, provided that such Beneficial Occupancy shall not unduly interfere with the Contractor's operations nor unduly delay him in completing the entire Work. Such occupancy and use shall be further subject to the provisions set forth herein and the provisions of SDCL § 5-18B-13.

10.4.2 In the event that the Owner desires to exercise the privilege of Beneficial Occupancy, he shall give reasonable notice to the A/E and the Contractor. If the A/E determines that such proposed occupancy is reasonable and proper, the Contractor shall cooperate with the Owner in providing services and facilities reasonably required for the health, safety and comfort of the occupants and other parties lawfully present and/or entering or leaving the premises. Mutually acceptable arrangements shall be made between the Owner and the Contractor with regard to procedures, terms and conditions governing the operation and maintenance of such services and facilities as may be utilized for the benefit of the Owner. The Owner will assume proportionate and reasonable responsibility for operation of systems, equipment and/or utilities required to provide such services, in part or in total, including proportionate and reasonable expenses of operation incidental thereto. No such Beneficial Occupancy shall accelerate the commencement of any warranty period on any system but only on the particular components being utilized.

10.4.3 The Owner's Beneficial Occupancy or use of such designated areas, subdivisions, or portion of the Work shall not constitute acceptance of systems, materials, or elements of the Work which are not in accordance with the requirements of the Contract Documents; nor relieve the Contractor from his obligations to complete the Work; nor for responsibility for loss or damage due to or arising out of defects in, or malfunctioning of, systems, materials, equipment, or elements of the Work; nor from other unfulfilled obligations or responsibilities of the Contractor under the Contract. If, however, damage results solely from any act of the Owner, the Owner will assume its proportionate responsibility for such damage.

Article 11

PAYMENTS AND COMPLETION

11.1 Contract Sum: The Contract Sum is stated in the Agreement for Construction.

11.2 Schedule of Values: Before the first Application for Payment, the Contractor shall submit to the Owner and A/E a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner and A/E may require. The format and number of copies of such Applications for Payment shall be as directed by the Owner and the A/E. This schedule, unless objected to by the Owner, shall be used as a basis for the Contractor's Applications for Payment.

11.3 Monthly Application for Payment.

11.3.1 No later than the 5th day of each month the Contractor shall submit to the A/E his monthly itemized application for Payment. The Contractor shall not submit more than one pay application per month. The monthly Application for Payment shall be on AIA Document G702 and supported by such data substantiating the Contractor's right to partial payment as the Owner or A/E may require; including but not limited to receipts, releases, and waivers of liens.

11.3.1.1 In applying for payment, the Contractor shall submit his monthly payment estimate based upon the approved schedule of work for the project, itemized in such form and supported by such evidence as will show his right to the payment claimed. Claims made on account of materials delivered and suitably stored at the site, but not incorporated in the work, shall be conditioned upon submission by the Contractor of Bills of Sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest.

11.3.1.2 If the Contractor chooses to apply for payment for materials which cannot be incorporated into the Work, and cannot be stored on the site, he may do so provided the following conditions are met:

Unless otherwise agreed to by the Owner, the material shall be stored in a bonded or insured commercial warehouse within a geographic radius of 15 miles of the construction site, with the Owner being listed on the bond or insurance certificate as the sole beneficiary in the case of loss or damage to the stored materials. The Contractor shall be responsible for all storage, insurance or transportation costs associated with the materials. Conditions of insurance will apply to applicable portions of Sub-Article 11.3.1.2. Contractor shall provide the Owner with bills of sale or such other documents as will establish the ownership of the materials.

11.3.2 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

11.3.3 Monthly applications received after the 5th day of the month will be treated as if submitted on the 5th day of the following month.

11.4 Recommendation for Payment.

11.4.1 By the 15th of each month, the A/E will review the Contractors Monthly Application for Payment and make his certification to the Owner with a copy to the Contractor, for such amount as the A/E believes is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Sub-Article 11.6.1.

11.4.2 The issuance of a Certification for Payment will constitute a representation by the A/E to the Owner, based on his observations at the site as provided in Sub-Article 4.3 and the data comprising the Monthly Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the result of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the A/E believes that the Contractor is entitled to payment in the amount recommended. However, by issuing a Certification for Payment, the A/E shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum. The Owner will not be bound by the amount stated in the A/E's Certification for Payment in making determinations of amounts properly payable to the Contractor.

11.5 Progress Payments.

11.5.1 Based upon his review of the Monthly Application for Payment, and the A/Es Certification, the Owner shall make progress payments to the Contractor in such amounts as the Owner reasonably determines are properly due less the aggregate of previous payments in each case. Payment of amounts determined to be due by the Owner under each Monthly Application for Payment shall be due to the Contractor 20 days after the 15th of each month. unless the A/E's certification was delayed by following the procedures of Article 11.6.1. In such case, payment shall be 25 days after the 15th of each month. The Owner shall at all times retain an amount sufficient to complete the Work pursuant to SDCL. §§ 5-18B-11 and 5-18B-13. If the Owner retains any portion of a certified progress payment that is properly due and undisputed beyond the time for payment specified herein and for reasons other than those required by statute, the Owner shall owe and pay the Contractor four percent (4%) interest compounded annually on the retained amount starting from the date payment first becomes due under this article.

11.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled reflecting any amounts actually withheld, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall not withhold retainage from its Subcontractors unless retainage is withheld from the Contractor by the Owner. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

11.5.3 The Owner shall, on request, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of Work done by such Subcontractor.

11.5.4 Neither the Owner nor the A/E shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

11.5.5 No Certification for Payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute acceptance or approval of any Work not in accordance with the Contract Documents.

11.6 Payments Withheld.

11.6.1 The A/E may decline to certify the full payment of the amount requested by the Contractor in his monthly application to the extent necessary to reasonably protect the Owner. If the A/E is unable to certify payment in the amount of the Application, he will, within 10 days after receipt of the monthly application, notify the Contractor in writing the reasons he cannot make such a certification. If the Contractor and the A/E cannot agree on a revised amount within five days of A/E sending written notice, the A/E will promptly issue a Certification for Payment for the amount for which he is able to certify to the Owner pursuant to Sub-Article 11.4.2. The A/E may also decline to certify payment because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certification for Payment previously issued, and the Owner may withhold payment of all or any part of an Application for Payment, to such extent as may be necessary to protect the Owner from loss because of:

11.6.1.1 Defective work not remedied;

11.6.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

11.6.1.3 Failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

11.6.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

11.6.1.5 Damage to the Owner or another contractor;

11.6.1.6 Reasonable evidence that the Work will not be completed within the Contract Time;

11.6.1.7 Failure to carry out the Work in accordance with the Contract Documents;

11.6.1.8 A lien or attachment is filed and such lien is not discharged within 5 days of demand from the Owner;

11.6.1.9 Failure of the Contractor and/or of the Mechanical or Electrical Subcontractors to comply with the mandatory requirements for maintaining "up-to-date" Record Drawings;

11.6.1.10 Incomplete or otherwise inadequate Application for Payment; or

11.6.1.11 Reasonable evidence that the Contractor is in material breach of his obligations under the Contract.

11.6.2 When the above grounds in Sub Article 11.6.1 are removed, payment shall be made for amounts withheld because of them.

11.7 Substantial Completion.

11.7.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is Substantially Complete as defined in Sub Article 10.1.3 the Contractor shall prepare for submission to the A/E and Owner a list of items to be completed or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the A/E and Owner on the basis of an inspection determines that the Work or designated portion thereof is Substantially Complete, the A/E will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities and damage to the Work, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties and guarantees required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

11.7.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the A/E, the Owner shall make payment, reflecting adjustment for defective or incomplete work, if any, for such Work or portion thereof, as provided in the Contract Documents. Double the amount necessary to complete the Work shall be retained by the Owner pursuant to SDCL § 5-18B-13.

11.8 Final Completion and Final Payment.

11.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the A/E and Owner will promptly make such inspection and, when they find the Work acceptable under the Contract Documents and the Contract fully performed, the A/E will promptly issue a final Certificate for payment stating that to the best of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate, is due and payable. The A/E's Final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Sub-Article 11.8.2 have been fulfilled.

11.8.2 The final payment shall not become due until the Contractor submits to the A/E and Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, (3) if required by the Owner, other data establishing payment or satisfaction of all such obligation, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner, (4) an Unemployment Compensation Contribution Certificate from the South Dakota Department of Labor, and (5) a full and complete release of the Owner from all liability under the Contract and otherwise, except to the extent provided in Sub-Article 11.8.4. If the Contractor fails to furnish such releases or waivers of liens as the Owner reasonably requires to determine that there are no outstanding liens, the Owner may require that Contractor, as a condition of final payment to furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens. Cost of such bond shall be borne by the Contractor. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

11.8.3 Owner shall make final payment of all sums due to the Contractor 30 days after the completion and acceptance of the project by the Owner and Contractor's compliance with Article 11.8.2 above. If the Owner fails to make final payment to the Contractor within the time specified herein, the Owner shall pay the Contractor interest at the rate of four percent (4%) compounded annually on the amount retained starting from the date final payment first becomes due.

11.8.4 The acceptance of final payment by the Contractor shall constitute a complete and unconditional waiver and release of any and all claims by the Contractor of whatever nature, and regardless whether they are then known or unknown, and a complete and unconditional release of the Owner and every person for whom the Owner is responsible for any and all matters related to the Contract or otherwise, except those claims which have been made in writing and identified by the Contractor as not having been settled at that time.

Article 12

PROTECTION OF PERSONS AND PROPERTY

12.1 Safety Precautions and Programs: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and for safeguarding all adjacent properties and facilities.

12.2 Safety of Persons and Property.

12.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

12.2.1.1 All employees on the Work and all other persons who may be affected thereby;

12.2.1.2 All the Work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor and any of his Subcontractors or Sub-subcontractors; and

12.2.1.3 Other property at the site or adjacent thereto, including but not limited to, work of the Owner or of separate contractors, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

12.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss, and shall indemnify the Owner and the A/E and save them harmless against all claims, penalties, actions and proceedings relating thereto or the Contractor's failure so to comply.

12.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

12.2.4 When the use or storage of any hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

12.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Sub-Articles 12.2.1.2 and 12.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Articles 12.2.1.2 and 12.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or A/E or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Sub-Article 6.16.

12.2.6 The Contractor shall designate a responsible member of his organization at the Site whose duty shall be the prevention of accidents. This person shall be qualified as a safety supervisor by experience, training, or education and shall have the responsibility to insure and enforce safety requirements on behalf of the Contractor and shall be designated by the Contractor in writing to the Owner and the A/E.

12.2.7 The Contractor shall issue weekly safety reports to the Owner and the A/E attesting to conditions on the Site relating to safety and to actions taken.

12.2.8 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

12.2.9 The structure of the Project is designed to support the loads of the finished building. No provision is included for stresses or loads imposed by construction operations. If the Contractor desires to place such loads in excess of the design load shown on drawings, he shall submit drawings and calculations prepared by, and bearing the seal of a professional structural engineer of the proposed method for supporting such loads for the A/E's review and approval. No loading of any kind in excess of design loads shall be placed on any part of the building structure prior to the A/E's approval of submitted drawings and calculations. The costs of the A/E's review shall be borne by the Contractor.

12.2.10 The Contractor shall prepare a written report setting forth the circumstances and details related to any accident or occurrences involving death, bodily injury, sickness, disease, personal injury, and/or loss or injury to or destruction of tangible property. Such reports shall be forwarded promptly to the insurance carriers, the A/E and the Owner.

12.3 Emergencies: In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss and shall as promptly as conditions permit notify the insurance carriers, Owner, and A/E of the nature of the emergency and circumstances related thereto. Immediately thereafter, the Contractor shall prepare a written report setting forth in detail the action taken and describing in detail all circumstance and conditions which are related to such action.

Article 13

INSURANCE

13.1 The Contractor shall not commence work under this contract until he has obtained all the insurance required under this article and such insurance has been approved by the Owner. Each contractor shall maintain and shall ensure that each subcontractor maintain for the life of the contract:

13.1.1 Worker's Compensation Insurance with a limit as per Statute.

13.1.2 Employers Liability Insurance with a limit of not less than \$1,000,000 each accident.

13.1.3 Commercial General Liability Insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The owner shall be included as a named Additional Insured on the General Liability Policy of insurance for ongoing and complete operations.

13.1.4 Business Automobile Liability Insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

~~13.1.5 Builder's Risk Insurance in the full amount of this contract, upon any building, structure, equipment and appliance in the process of construction or installation under state contract and upon all materials on site, until such time as the building, structure, equipment and appliances have been finally accepted by the Owner and the contract completed. This insurance shall include the interest of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Work and shall insure against loss by physical damage including, without duplication of coverage, fire, flood, extended coverage, theft, vandalism, malicious mischief, and collapse.~~

~~13.1.6 Installation Floater in the full amount the specialized equipment.~~

13.2 Certificates of Insurance.

13.2.1 Certificates of the above insurance shall be filed with the Owner and shall be subject to the Owner's approval for adequacy of protection. Each respective contractor shall provide the certificates for the insurance required herein.

13.2.2 The Owner's approval or acceptance of such certificates of insurance shall in no way release or relieve the respective contractor from any responsibility, liability or obligation devolving upon him.

13.2.3 All insurance policies and certificates shall be issued only by companies authorized to do business in the State of South Dakota and acceptable to the Owner. It shall be the Contractor's responsibility to keep the respective insurance policies and coverages current and in force for the life of the contract.

Article 14

CHANGES IN THE WORK

14.1 Change Orders: A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

14.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. No later than the 5th day of each month, the A/E will process a written change order to include all outstanding RFPs.

14.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

14.3.1 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. Such lump sum proposals shall be supported by a completely detailed analysis of the proposed change subdivided into the Work of the Contractor and/or the Work of each Subcontractor and/or Sub-subcontractors involved in the proposed change, as applicable, with each such subdivision further broken down into the following elements:

14.3.1.1 Number of man-hours of labor to be performed by each trade, craft or classification of employee involved in the proposed change.

14.3.1.2 The hourly rate for each such trade, craft or classification of employee, including the appropriate wage supplement for social security, old age and unemployment contributions, and such other employee benefits as may be established by statute or by written agreement negotiated by and between organizations representing such crafts or trades and representatives of their employers.

14.3.1.3 The estimated quantity of each item or element of material and/or equipment entering into the proposed change.

14.3.1.4 The unit cost of each such item or element of material and/or equipment.

14.3.1.5 Rental of items or units of construction plant and equipment with a schedule of the period or periods of use of such item or unit in connection with the proposed change.

14.3.1.6 Rental terms and rates for each such item or unit of construction plant and equipment. Rental for equipment shall be based on the following:

14.3.1.6.1 Hourly rental rates shall be based on 80% of the applicable rates for equipment listed in the 'Green Book', latest edition, (published by the Associated Equipment Distributors, 615 West 22nd Street, Oakbrook, Illinois, 60523).

14.3.1.6.2 Hourly rental rates for equipment not listed in the 'Green Book' shall be based on 100% of the applicable rates for equipment listed in the 'Blue Book', latest edition (published by Dataquest, 1290 Ridder Park Drive, San Jose, California, 95131).

14.3.1.6.3 Hourly rental rates determined from the 'Green Book' or 'Blue Book' includes all items of cost and expense to the Contractor, including gas, oil, maintenance, repairs, insurance, and transportation to and from construction site.

14.3.1.7 Power and/or other utilities entering into the proposed change.

14.3.1.8 Rates and terms applicable to such power and/or other utilities.

14.3.1.9 Additional premiums, if applicable, for the extension of insurance and bond coverages as required herein to the proposed change.

14.3.1.10 Applicable federal, state and local taxes.

14.3.1.11 Indirect Cost and Fee computed as a percentage override applied to net cost in accordance with the provisions of this Article.

14.3.2 By unit prices stated in the Contract Documents or subsequently agreed upon;

14.3.3 By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee;

14.3.4 By the method provided in Sub-Article 14.3.12.

14.3.5 The Contractor shall require that the itemized analysis of each portion of the proposed change to be performed by a Subcontractor and/or Sub-subcontractor be prepared by each such Subcontractor and/or Sub-subcontractor in accordance with the format established herein. Copies of all such itemized analysis shall be appended to the Contractor's itemized analysis of the proposed change in the Work.

14.3.6 For purposes of calculating Indirect Cost and Fee in relation to Change Orders, the net cost of a proposed change in the Work shall include, and unless otherwise agreed in writing prior to the performance of the proposed change, shall be limited to the fair and reasonable estimated cost of the total of all of the individual items, elements, or components involved in proposed change in the Work (including adds and deducts) as set forth in Sub-Articles 14.3.1.1 through 14.3.1.8.

14.3.7 For each portion of a proposed net additive change in the Work to be performed directly by the Contractor, the cost to Owner shall include an increment for the Indirect Cost and Fee of the Contractor associated with such portion of proposed change of 8% of the net cost of the Work.

14.3.8 For each portion of a proposed net additive change in the Work to be performed directly by a Subcontractor, in addition to an increment or increments for Subcontractor's Indirect Cost and profit associated therewith of 8%, the cost to the Owner shall include a supplementary increment or increments for Contractor's Indirect Cost and Fee associated therewith of 6% of the net cost of the Work.

14.3.9 In computing Indirect Cost and Fee, the percentage for Indirect Cost and Fee shall be taken on basic wage only. No percentage override shall be taken on Social Security, Old Age and Unemployment contributions, contributions to Industry funds, education, and Training Funds and/or similar wage supplements, contributions or benefits.

14.3.10 Items, elements or components of changes in the Work or proposed changes which shall be classified as Indirect Cost and excluded from net cost shall include, but shall not necessarily be limited to:

14.3.10.1 All classifications of administrative, supervisory, and clerical personnel not engaged manually in the performance of the Work, including timekeepers, clerks, watchmen, and security personnel.

14.3.10.2 Miscellaneous expense, job burden, and/or other generalized categories of cost or expense.

14.3.10.3 Use of small tools and miscellaneous materials.

14.3.10.4 Insurance other than insurance coverage required herein.

14.3.11 In changes in the Work involving both additions to and deductions in the Work, or any portion or element thereof, or the relocation or rearrangement of items, portions or elements thereof, or the substitution of any items, portions or elements thereof, such additions and deductions shall be balanced, and the Contractor's Fee computed on the same basis for deductions as well as additions. If at the request of the A/E and/or the Owner a number of unrelated changes in the Work are set forth individually, summarized and totaled in a single Change Order for reasons of administrative convenience, the amount or amounts of individual deductive changes in the Work set forth therein shall, in any event, be balanced against the amount or amounts of individual additive changes in computing the Contractor's Fee for the purpose of adding and deducting.

14.3.12 If none of the methods set forth in Sub-Articles 14.3.1, .3.2 or .3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Owner on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for the Contractor's Fee. In such case, and also under Sub-Articles 14.3.3 and .3.4 above, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order, at the end of each day, and will submit to the Owner or his designated representative: (a) daily time slips showing the name of each workman employed on such work, the number of hours which he is employed thereon, the character of his duties, and the wages and benefits to be paid to him and on his behalf, and (b) a memorandum of the equipment used in the performance of such Work, together with the rental claimed therefor. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the basis of amounts reasonably estimated by the Owner. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract sum will be the amount of the actual net cost as confirmed by the A/E and agreed to by the Owner. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for credit for the Contractor's Fee shall be figured on the basis of the net increase, or decrease, if any, with respect to that change.

14.4 Differing Site Conditions

14.4.1 The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the A/E of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

14.4.2 The A/E shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contract Sum shall be adjusted as provided in this Article, provided that the work has been ordered in writing by Owner and A/E as provided in Sub-Article 14.1 above. There shall be included in the adjustment to the Contract Sum under the preceding sentence a reasonable allowance for any extraordinary increase in Indirect Cost borne by the Contractor because of such additional work.

14.5 Claims for Additional Cost.

14.5.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the A/E and Owner a written notice thereof within 10 days after the occurrence of the event giving rise to such claim except where claim is made in connection with deviations in Shop Drawing or Sample submittals, in which case claim shall be made in writing to the A/E concurrently with such submittals. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Sub-Article 12.3. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

14.5.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Sub-Article 4.13, (2) any order by the Owner to stop the Work pursuant to Sub-Article 5.2 where the Contractor was not at fault, (3) any written order for a minor change in the Work issued pursuant to Sub-Article 14.6, or (4) any deviation in Shop Drawing or Sample submittals from the requirements of the Contract Documents, the Contractor shall make such claim as provided in Sub-Article 14.5.1.

14.6 Minor Changes in the Work: The A/E will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

Article 15

UNCOVERING AND CORRECTION OF WORK

15.1 Uncovering of Work.

15.1.1 If any portion of the Work should be covered contrary to the request of the A/E or the Owner, or the requirements specifically expressed in the Contract Documents, it must, if required in writing by the A/E or the Owner, be uncovered for his observation and shall be replaced at the Contractor's expense.

15.1.2 If any other portion of the Work has been covered which the A/E or the Owner has not specifically required to observe prior to being covered, the A/E or the Owner may request to see such Work and it shall be uncovered by the Contractor. If such work be found in accordance with the Construction Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Construction Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor as provided in Article 8, in which event the Owner shall be responsible for the payment of such costs.

15.2 Correction of Work.

15.2.1 The Contractor shall promptly correct all Work rejected by the A/E as defective or as failing to conform to the Construction Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the A/E's additional services and the Office of the State Engineer fees made necessary thereby.

15.2.2 If, at any time after the Owner's acceptance of the fully completed Project any of the Work is found not to have been provided in conformance with the Construction Documents, or, if within one year after such acceptance any of the Work is otherwise found to be faulty or defective, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so. The Contractor shall also repair or replace any part of the Work which is damaged by the defective condition or the remedial Work. This obligation shall survive termination of the Contract, subject to the terms of any applicable statute of limitations. The Owner shall give such notice promptly after discovery of the condition.

15.2.3 The Contractor shall remove from the Site all portions of the Work which are defective or non-conforming and which have not been corrected under Sub-Articles 6.4.1, 15.2.1 and 15.2.2, unless removal is waived by the Owner.

15.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Sub-Articles 6.4.1, 15.2.1 and 15.2.2, the Owner may correct it in accordance with Sub-Article 5.3.

15.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the A/E, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within 10 days thereafter, the Owner may upon 10 additional days written notice sell such Work at auction or a private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the A/E's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner upon demand.

15.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction removal.

15.2.7 Nothing contained in this Article shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Sub-Article 6.4 hereof. The establishment of any time period prescribed by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Contractor liability with respect to his obligations other than specifically to correct the Work.

15.3 Acceptance of Defective or Non-Conforming Work: If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

Article 16

TERMINATION OF THE CONTRACT

16.1 Termination by the Contractor: If the Work is stopped for a period of 90 days under an order of any court or any public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon 7 additional days written notice to the Owner and the A/E, terminate the Contract and recover from the Owner payment for all Work executed to the termination date, together with reasonable demobilization costs. The Contractor shall have no other right to terminate the Contract for any reason.

16.2 Termination by the Owner.

16.2.1 If the Contractor is in default under the Contract Documents, the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor, terminate the contract.

Prior to termination of the Contract, the Owner shall give the Contractor and his surety 10 calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the Owner within said 10 days, the Owner may rescind its notice of termination. If not rectified, the termination for cause shall become effective at the end of the 10-day notice period. In the alternative, the Owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and its surety that the causes of termination will be remedied in a time and manner which the Owner finds acceptable. If at any time more than 10 days after the notice of termination, the Owner determines that the Contractor or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause by giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

Notice of termination, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in South Dakota or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within 3 days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

Upon termination of the Contract, the Owner shall take possession of the premises and of all materials, tools, appliances, equipment, and other facilities on the Project, wherever stored, and may finish the Work by whatever method he may deem expedient. The Contractor shall assign Subcontracts to the Owner or to a designated substitute contractor promptly upon request. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished and the Owner has determined its damages owing to the Contractor's default.

16.2.2 If the costs of finishing the Work, including compensation for the A/E's and Office of the State Engineer's additional services made necessary by the Contractor's default, and all other damages suffered by the Owner on account of the Contractor's default, exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner, and this obligation for payment shall survive the termination of the Contract. If the costs of finishing the Work are less than the unpaid portion of the contract Sum, the Owner shall pay the unpaid balance of any amount properly owing to the Contractor for all Work executed to the date of termination, less actual damages. The Owner will not be obligated to pay any further amount on account of Direct Cost, Indirect Cost or Fee.

16.2.3 If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner.

16.3 Termination for Convenience.

16.3.1 The Owner may terminate this Contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease Work and remove from the project site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the terms of this Contract,
- (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
- (3) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.

16.3.2 In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

AGREEMENT FOR CONSTRUCTION PRIME CONTRACT

THIS Agreement is made the _____ day of _____, 2022 by and between
(the "Contractor") and the _____ represented by its legal officers (the "Owner").

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I, CONTRACT DOCUMENTS:

The following documents and any other documents incorporated in them by reference constitute the contract documents:

1. This Agreement
2. The Project Manual dated March 1st, 2022
3. The Project Drawings dated March 1st, 2022
4. Addenda issued prior to execution of this Agreement
5. Contractor's Performance and Labor and Material Payment Bond

These documents constitute the entire and integrated agreement between the parties hereto and supersede prior negotiations, representations, or agreements, either written or oral. The Index for items 2 and 3 is attached hereto as Exhibit "A."

ARTICLE II, STATEMENT OF WORK:

To the extent not otherwise provided in the contract documents, contractor shall furnish and pay for all labor, tools, equipment, supplies, materials, appurtenances, utilities, charges, fees, permits, and all other construction accessories and services required to complete the work specified in the contract documents in strict compliance with the contract documents.

ARTICLE III, DATE OF COMMENCEMENT AND COMPLETION:

The work shall be commenced within ten (10) consecutive calendar days after the date of issuance of the Notice to Proceed by the Owner and shall be substantially completed not later than **October 4, 2024**, and completed and ready for final inspection/acceptance no later than **November 1, 2024**, subject to adjustments of the contract time as provided in the contract documents. Should the Contractor fail to substantially complete the work within the time set forth herein, or within such extra time as may have been allowed by increases in the contract, or by formally approved extensions granted by the Owner, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner **\$1,000** per calendar day as liquidated damages for each calendar day of delay until the work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work as outlined in the approved punch list, subject to adjustments of the contract time as provided in the contract documents, the Contractor shall be liable for and shall pay the Owner **\$2,000** as liquidated damages for each calendar day of delay until the Work is completed and ready for final inspection/acceptance.

ARTICLE IV, CONTRACT SUM:

- A. For the performance of the work specified in the Contract Documents, Owner will pay Contractor and Contractor will accept as full compensation the sum of _____, subject to additions or deductions as provided in the contract documents;
- B. Contract sum includes the following alternates, if any, which are described in the Contract Documents and are hereby, accepted by the Owner
- C. Unit Prices, if any, are as follows:

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the contract to prevent such hardship.

ARTICLE V, PROGRESS PAYMENTS:

The Owner shall make progress payments on a monthly basis for work accomplished in accordance with General Conditions, Article 11.

ARTICLE VI, ACCEPTANCE AND FINAL PAYMENT:

Final payment less amounts withheld to cover the cost of nonconforming work, shall be made by the Owner in accordance with General Conditions Sub-Article 11.8.

Prior to issuing final payment, the Contractor shall provide Operation and Maintenance Manuals for all material and equipment that requires operation and maintenance work. Operation and Maintenance Manuals shall be as follows:

- A. Hard Copies: 2 3-ring bound copy
- B. Electronic Copies: 1 single PDF file

ARTICLE VII, NOTICE:

All notices, demands and other communications required by the Contract Documents shall be in writing and shall be deemed to have been duly given if personally delivered, mailed first class (postage prepaid), or e-mailed:

- 1) **If to Contractor:**

- 2) **If to Owner:**
Stacy Watters, P.E., State Engineer
Office of the State Engineer
523 East Capitol
Pierre, South Dakota 57501-3182
Phone: 605.773.3466
Stacy.Watters@state.sd.us

- 3) **If to the Architect:**
Shawn Crowley, AIA
EAPC
404 West 9th St
Sioux Falls SD 57104
Phone: 605-444-1600
Shawn.Crowley@eapc.net

Either party may change the addresses set forth for notice herein upon written notice thereof to the other.

ARTICLE VIII, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Contractor certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds.

Pursuant Executive Order 2020-01, for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract **CONTRACTOR FIRM NAME** certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. **CONTRACTOR FIRM NAME** further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination."

IN WITNESS WHEREOF, THE parties hereto have caused this instrument to be executed in one original counterpart the day and year above first written:

CONTRACTOR:

By: _____

(Date)

(Affix Corporate Seal if Available)

Print Name and Title

Fed. Emp. Tax ID#: _____

RECOMMENDED BY
THE OFFICE OF THE STATE ENGINEER

STACY WATTERS, P.E. (Date)

State Engineer

THE OFFICE OF THE STATE ENGINEER

OWNER: STATE OF SOUTH DAKOTA

(Date)

SECTION 00-14 - SPECIFIC PROJECT REQUIREMENTS

1. GENERAL

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

2. WORK HOURS

- 2.1. Normal working hours on the project are Monday through Friday, 7:30 a.m. to 5:00 p.m. Contractor has the right to amend work hours as required or necessary to maintain project schedule or as seasonal and/or site work conditions warrant.

3. ELECTRONIC PROJECT CORRESPONDENCE AND COMMUNICATION

- 3.1. Project communications and correspondence will occur electronically. This will include all project correspondence, meeting minutes, change documents, schedules, payment applications, submittals, etc.
- 3.2. Subcontractors will be required to have internet access and to maintain an email address (of sufficient file size to receive drawings and .pdf files) for the purpose of managing communication and documents during the construction stage.
- 3.3. The Contractor will use Procore, a web-based project management system for exchanging, reviewing, and archiving construction submittals, RFI's, and other design and construction communications electronically.

4. BUILDING INFORMATION AND OTHER ELECTRONIC DATA

- 4.1. The Architect and Contractor may utilize and provide the Subcontractor Building Information Modeling or other electronic data ("Electronic Data") for use in the Subcontractor's work during the course of the Project.
- 4.2. The Electronic Data will be provided for informational purposes only. Subcontractor cannot not use or attempt to use the Electronic Data for any other project or purpose other than in connection with this Project.
- 4.3. The Electronic Data shall not replace or supersede the record hard copy set of the drawings and other Subcontract Documents ("Paper Documents"). In the event of a conflict between the Paper Documents and the Electronic Data, the Paper Documents shall govern.
- 4.4. Prior to receiving any Electronic Data, Subcontract will be required to complete and execute the Electronic Data Release included as Attachment A to this section or the Release required by the Architect if obtaining Electronic Data directly from the Architect or other design professional.
- 4.5. See the attached 3D BIM Models Coordination Program included as Attachment B in this section, if applicable *OR* See the attached CAD Coordination Program included as Attachment B.
- 4.6. Subcontractor shall pay any fees for electronic files as defined in other Sections.

5. BADGING

- 5.1. Badges will **NOT** be required for all subcontractors for this project.

6. SUBMITTALS

- 6.1. Refer to Division 01, Section 01 33 00 "Submittal Procedure" for Specific Contract Requirements Regarding Submittals.
- 6.2. Subcontractors are to submit all Shop Drawings, Product Data and Samples ("Submittals") to the Contractor bearing the Subcontractor's stamp indicating conformance to the Subcontract Documents and shall be signed by Subcontractor's representative.
- 6.3. Subcontractor is to submit the following to the Contractor:
 - 6.3.1. Shop Drawings - in PDF format via electronic files.
 - 6.3.2. Product Data - in PDF format via electronic files.
 - 6.3.3. Samples - 3 each of each differing type.
 - 6.3.4. Coordination Drawings - in PDF format via electronic files.
- 6.4. Contractor will return to the subcontractor:
 - 6.4.1. Shop Drawings - in PDF format via electronic files.
 - 6.4.2. Product Data - in PDF format via electronic files.
 - 6.4.3. Samples - 1 each of each differing type.
- 6.5. Subcontractor is required to forward Submittals to Contractor in a timely fashion for Contractor and Architect's review so as to maintain the Project Schedule. If a Submittal requires expediting to maintain the Project Schedule, a return date needs to be so noted on the transmittal.
- 6.6. Subcontractor is to forward all Submittals and Shop Drawings in electronic format – hard copies will not be accepted. Samples are to be clearly marked indicating appropriate information. All Submittals forwarded to Contractor are to be accompanied by a transmittal form/letter indicating quantity and description of information provided.

7. RECORD DOCUMENTS

- 7.1. A. Refer to Division 01, Section 01 33 00 "Submittal Procedures" for Specific Contract Requirements regarding Submittals.
 - 7.2. The Subcontractor is required to maintain at the Project site for the Contractor's and Owner's review current versions of the following:
 - 7.2.1. Drawings
 - 7.2.2. Specifications
 - 7.2.3. Addenda
 - 7.2.4. Change Orders
 - 7.2.5. Other Change Directives
 - 7.2.6. Approved Shop Drawings, Product Data and Samples
 - 7.2.7. Field Test Reports
 - 7.2.8. Meeting Notes
 - 7.3. Subcontractors will provide electronic redline drawings, specifications, submittals, etc. with "As-Built" information and return to the Contractor via CD or in PDF format via electronic files when the Subcontractor is substantially complete with its work.
- 8. PAYMENT PROCEDURES**
- 8.1. Refer to Division 01, Section "Payment Procedures" for specific contract requirements regarding Payment Procedures.
 - 8.2. Schedule of Values
 - 8.2.1. The Subcontractor will submit to the Contractor a Schedule of Values that includes all major categories of its work. Dollar amounts are to include all labor, material, overhead and profit applicable to each item in the breakdown. Submit an electronic project Schedule of Values on Exhibit E- Application and Certificate of Payment Continuation Sheet.
 - 8.2.2. Submit an electronic Schedule of Values within **ten (10) days** after the date established in Notice of Award. The Schedule of Values shall list the installed value of the component parts of the work, broken down in sufficient detail to serve as a basis for computing values for progress payments during construction. The Schedule of Values should be broken down by area, building, floor, etc. in sufficient detail to evaluate progress payments. No payments will be processed prior to receipt of an approved Schedule of Values.
 - 8.2.3. Add approved Change Orders to the electronic Schedule of Values for submission with each Application for Payment. List Change Orders in numerical sequence with a brief description of the change, with a reference to Contractor's Change Order No.
 - 8.2.4. No progress payments will be made until the electronic Schedule of Values has been received, reviewed and approved by the Contractor. The costs assigned to the breakdown are to total the Subcontract Sum. The approved Schedule of Values is to be used by the Subcontractor on all Applications for Payment.
 - 8.3. Application for Progress Payments
 - 8.3.1. At a time consistent with the requirements of this section and the Subcontract Documents, and for each calendar month during the progress of the Work, the Subcontractor shall submit a properly notarized itemized Application for Payment prepared in a manner consistent with the Schedule of Values.
 - 8.3.2. The amount shown on the Application for Payment shall be established by adding the value of work completed through the last day of the application period based upon the Subcontractor's estimate of labor and materials to be incorporated in the Work by that date, and the value of the material/equipment suitably stored in accordance with the Subcontract Documents, less the aggregate of previous payments, and less the retainage as specified in the Subcontract.
 - 8.3.3. The form of application for payment shall be on Exhibit E, Subcontractor application for payment/lien waiver
 - 8.3.3.1. Application Form. To sufficiently complete this form, the Subcontractor shall:
 - 8.3.3.1.1. Fill in all required information, including that for change orders executed prior to the date of submittal application.
 - 8.3.3.1.2. Fill in the summary of dollar values to agree with the respective totals indicated on the continuation sheet.
 - 8.3.3.1.3. Execute certificate with the signature of a responsible officer of the contractor's firm.
 - 8.3.3.2. Continuation Sheets. To sufficiently complete this form, the Subcontractor shall:
 - 8.3.3.2.1. Fill in total list of all scheduled component items of work, with each number and the scheduled dollar value of each item.
 - 8.3.3.2.2. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified in the Schedule of Values.
 - 8.3.3.2.3. List each change order executed prior to the date of submission, at the end of the continuation sheets. List by change order number, proceed order no., description, and breakdown of costs as for an original component item of work.
 - 8.3.4. Substantiating Data for Progress Payments
 - 8.3.4.1. Substantiating data is required to verify a payment request. Subcontractors are to include a cover letter identifying the:

8.3.4.1.1. Project.

8.3.4.1.2. Application number and date.

8.3.4.1.3. Detailed list of enclosures.

8.3.4.1.4. In order to bill for stored materials, Subcontract is required to provide certain documentation and adhere to specific procedures as follows:

8.3.4.1.4.1. Subcontractor shall mark and identify the subject materials and/or equipment and shall segregate from and shall not commingle such goods with other goods held by the Subcontractor.

8.3.4.1.4.2. Subcontractor shall submit evidence of insurance coverage on the material and/or equipment while stored at its warehouse or other approved facilities, naming Contractor and the Owner as Additional Insureds.

8.3.4.1.4.3. Subcontractor shall complete and submit an agreement for storing materials off site. A copy of the approved agreement is included in Section 00-10.

8.3.4.2. Submit one copy of the data cover letter for each of the applications.

8.3.4.3. Applications for Payment shall be accompanied by cost breakdowns from the subcontractors, the previous billing month's waivers from the sub-subcontractors and Material Suppliers, as applicable.

8.3.4.4. When the Contractor finds the application properly completed and correct, it will transmit two (2) signed and notarized Certificates for Payment to the Architect to be certified for payment.

8.3.4.5. Payment Application Documents:

8.3.4.5.1.1. Exhibit E, Subcontractor Application for Payment, Lien Waiver

8.3.4.5.1.2. Agreement for storing materials off site (if stored material is being billed).

8.3.4.5.1.3. Bill of Sale (if stored material is being billed)

8.3.4.5.1.4. Evidence of Insurance covering the stored material

8.4. Application for Final Payment

8.4.1. Submit final Application for Payment following the procedures specified above for progress payments as set forth in the Subcontract Documents.

8.4.2. Before submitting a final Application for Payment, the Subcontractor will be required to forward to the Contractor for submittal to the Architect, the written warranties and guarantees, Record and Information Manuals, and other documents required by the Contract (or Subcontract) Documents, and placed properly in approved storage at the site the extra stock and spare parts specified. Subcontractor will obtain the signature of the Contractor verifying receipt of the extra stock and spare parts.

8.4.3. Properly executed "Subcontractor and Supplier Final Waiver and Affidavit" shall be submitted to the Contractor in duplicate prior to final payment.

9. CHANGES AND/OR CLARIFICATIONS

9.1. Request for Information (RFI)

9.1.1. If during the construction of the Project, clarification of the documents is required, it shall be brought to the attention of the Contractor. (Refer to Division 01, Section 01 26 00, "Contract Modification Procedures" for specific Contract requirements regarding RFI's.).

9.1.2. The Contractor will either provide clarification or forward a Request for Information (RFI) to the Architect. These RFI's shall be dated and sequentially numbered. The Architect shall provide its written response to the RFI and return to the Contractor for distribution to all affected subcontractors or suppliers.

9.1.3. If the RFI requires additional compensation, a response to an RFI is not an authorization to proceed with work. If additional compensation is required, the Subcontractor shall immediately advise the Contractor who will review the item with the Architect and Owner to determine if a Proposal Request will be issued.

9.2. Minor Changes in the Work

9.2.1. Refer to Division 01 Section 01 26 00 "Contract Modification Procedures" for specific Contract requirements regarding minor changes in the Work. Prior to proceeding with any work described in an Architect's Supplemental Instructions (ASI), the Subcontractors, or Suppliers shall confirm that these will not impact the cost or schedule. Proceeding with such work without confirmation will be deemed a waiver of Subcontractor's or Supplier's right to claim additional cost or time associated with the Minor Change in Work.

9.3. Proposal Request (PR)

9.3.1. Should the Owner contemplate making a change in the work, the Architect will issue a Proposal Request (PR) to the Contractor. (Refer to Division 01, Section 01 26 00 "Contract Modification Procedures" for specific Contract requirements regarding Proposal Requests.).

9.3.2. All PR's will be reviewed and forwarded to the affected Subcontractors and Suppliers for review. Each Subcontractor will determine if the PR affects its Scope of Work. If the described change impacts cost and/or time, the Subcontractor or

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

9.4. Change Orders (CO)

- 9.4.1.** If the Owner determines that a Proposal Request will be accepted, the Architect will prepare a Change Order (CO) which will be dated and numbered sequentially. (Refer to Division 01, Section 01 26 00 "Contract Modification Procedures" for specific Contract requirements regarding Change Orders.).
- 9.4.2.** The Change Order will describe the change or changes, will refer to the Proposal Request and proposal number, and will be signed by the Owner, the Architect and the Contractor.

9.5. Construction Change Directives (CCD)

- 9.5.1.** Refer to Division 01, Section 01 26 00 "Contract Modification Procedures" and other Subcontract Documents for specific Contract requirements regarding Construction Change Directives (CCD). Construction Change Directive instructs the Contractor to proceed with a change in the work prior to concluding Contract adjustment negotiations.

9.6. Submission Of Proposals for Change Order - Follow other Contract Document requirements if more stringent than the requirements listed in this section.

9.6.1. Labor Rate Breakdown:

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

9.6.2. Method of Proposal:

- 9.6.2.1.** Comply with the requirements of this section and all other contract requirements.
- 9.6.2.2.** Include a direct reference to the change document in the proposal description. If the request is not linked to a change document, a full and thorough description of the work and the reason for the change order request is required. Change requests not in this format will not be reviewed.
- 9.6.2.3.** Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- 9.6.2.4.** Indicate applicable taxes, delivery charges, equipment rental (rates and hours), and amounts of trade discounts.
- 9.6.2.5.** Include costs of labor and supervision (as allowed by contract provisions) directly attributable to the change. Provide crew information including, labor rate for each skill level and trade, number of man-hours including estimating program back-up substantiating those hours.
- 9.6.2.6.** Provide proposal detail and estimate which defines the type or area of work (i.e. Concrete: concrete walls, grade beams, piers, sidewalks, etc., Drywall: metal studs, rock, finishing, etc.).
- 9.6.2.7.** Include substantiating back-up from second tier Subcontractors and Material Suppliers equal to the requirements of the Subcontractor proposal as described in this section.
- 9.6.2.8.** Include all fee itemized separate from the detail described herein and in the limits described in this section.
- 9.6.2.9.** Include an updated Subcontractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 9.6.2.10.** Review and approval of a Subcontractors proposal for change order does not alleviate Subcontractor's responsibility to provide accurate estimating, i.e., acceptance of pricing does not constitute acceptance of quantities, unit prices, manhours, etc.

9.6.3. Fee Limits:

- 9.6.3.1.** Fee includes all general requirements, all supervision (including project management and general on-site supervision), overhead and profit.
- 9.6.3.2.** The following fee percentages shall be used for lump sum pricing and actual cost pricing of additions and deletions to the work:
 - 9.6.3.2.1.** To sub for work performed by own forces: not to exceed 8%

9.6.3.2.2. To sub for work performed by other than own forces: not to exceed 6%

9.6.3.2.3. To second tier subcontractor/material supplier for work performed by subcontractor's own forces: not to exceed 8%

9.6.3.2.4. To second tier subcontractor/material supplier for work performed by other than subcontractor's own forces: not to exceed 6%

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

10. PROJECT MEETINGS

10.1. Preconstruction Conference

10.1.1. Contractor will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.

10.1.1.1. The conference will be conducted to review responsibilities and personnel assignments.

10.1.1.2. Authorized representatives of Owner, Contractor, Architect, and their consultants; Subcontractor(s) and their superintendent; major sub-subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

10.1.1.3. Contractor will discuss items of significance such as administrative items, procedural issues, site usage and requirements, schedule, jobsite rules and regulations, etc.

10.2. Progress Meetings

10.2.1. Progress Meetings, chaired by the Contractor, will be held regularly, on a weekly or biweekly basis as required to support the schedule. Attendance by the Subcontractor's onsite superintendent will be mandatory; however, an authorized representative of the Subcontractor, who can make decisions on the Subcontractors' behalf, must be present. At the direction of the Contractor, key Suppliers, sub-subcontractors and supervisors will be required to participate in the coordination and discussions and give summary reports of their activities.

10.2.2. The progress meeting gives the Subcontractor the opportunity to discuss with the Contractor any problems or potential problems arising out of the Project. Each Subcontractor shall attend progress meetings as requested by the Contractor and shall come to the meeting prepared to discuss its work status and how it relates to the project schedule.

10.2.3. The project schedule will be updated by the Contractor as indicated in the Project Manual and presented at the progress meetings. Each Subcontractor will be expected to discuss, as a minimum, the status of shop drawings, material and equipment delivery, job progress and quality control.

10.2.4. Refer to Division 01, Section "Project Management and Coordination" for additional contract requirements regarding meetings.

10.3. Pre-Installation Conference

10.3.1. Contractor will conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

10.3.1.1. Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. All Contractors (including field superintendents and/or foremen) performing or directly affected by a particular scope of work will be required to attend.

10.3.1.2. Contractor will prepare the meeting agenda. Items for discussion will include review progress of other construction activities and preparations for the particular activity under consideration.

10.4. Coordination Meetings

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

10.5. MEP Overhead Coordination Meetings

10.5.1. Contractor shall host MEP overhead coordination meetings as required by this Section. While the MEP Subcontractor shall have primary responsibility, all Subcontractors whose work impacts or is impacted by the MEP work will be required to attend applicable meetings

10.5.2. Subcontractors shall comply with the coordination program identified in 4.5 in this section.

11. PROGRESS SCHEDULE

11.1. Contractor will prepare a critical path schedule for construction including actual construction activities, submittals for major components, procurement of materials and equipment, and testing of major building systems and periodically update the

progress schedule throughout the Project. (Refer to Division 01, Section "Project Management and Coordination" for specific contract requirements regarding scheduling.)

- 11.2. Each Subcontractor is to submit, within seven (7) days after receiving its Notice to Proceed and prior to the preconstruction meeting, a schedule indicating durations for submittals, fabrication, delivery and installation of the components for its Scope of Work. This information will be utilized in the completion of the progress schedule presented at the progress meeting.
- 11.3. As changes occur in the schedule information provided by the Subcontractors, the Subcontractor is responsible for forwarding the information to the Contractor immediately. The Contractor will utilize this information in issuing updates to the progress schedule.
- 11.4. The Subcontractor it will substantially complete the work in accordance with the schedule developed by the Contractor. A construction milestone schedule has been included in Section 00-06. A detailed project schedule is available at Contractor's office and is available for review by all Subcontractors.
 - 11.4.1. The Subcontract hereby agrees to commence work under the Contract ten (10) days after the date of a Notice to Proceed, unless otherwise stipulated in that notice.
- 11.5. **Substantial Completion of the Work:** The Subcontractor will have the work ready for either the following subcontractor's work or the final inspection and Owner's acceptance within the time limit stated in the Schedule and as defined in the scopes of work.

12. GENERAL REQUIREMENTS FOR WORKMANSHIP

- 12.1. Manufacturer's requirements shall be strictly followed for storage, preparation, installation, cleaning, protecting and testing of all products and materials except where specific requirements included in appropriate Sections in Division 00 00 01 through Division 13 exceed those requirements. Where conflicts between manufacturer's requirements and Subcontract Documents occur, Subcontractor shall notify Contractor and request resolution prior to proceeding.
- 12.2. The Subcontractor is required to inspect jobsite, coordinate with other trades and field verify dimensions where applicable prior to fabricating product or material.
- 12.3. Manufacturer's requirements and industry standards are to be followed in regards to the effect of temperature, moisture and humidity on products and materials.
- 12.4. Materials and equipment are to be installed plumb, level and true, with uniform joints and edge conditions, tight seams and neatly fitting adjoining materials, unless specifically shown otherwise.
- 12.5. Materials and equipment are to be installed as dimensioned on the drawings. If dimensions or height are not dimensioned on the drawings, Subcontractor is to issue a RFI to the Contractor requesting location of item in question.
- 12.6. Cleaning of materials and equipment shall be completed in a manner as not to damage the finish.
- 12.7. Equipment and material shall be protected by Subcontractor following installation with labels intact until final cleaning.

13. GENERAL REQUIREMENTS FOR PRODUCTS AND MATERIALS

- 13.1. Refer to Division 01, Section 01 60 00 "Product Requirements" for specific Contract requirements regarding product selection.
- 13.2. Refer to Division 01, Section 01 60 00 "Substitution Procedures" for specific Contract requirements regarding substitutions.

14. QUALITY CONTROL AND INSPECTIONS

- 14.1. Refer to Division 01, Section "Testing & Inspection Services" for specific Contract requirements regarding testing and inspections.
- 14.2. The Subcontractor shall advise the Contractor's on-site field superintendent of all scheduled tests **(two (2) working days)** in advance.
- 14.3. The Subcontractor's quality control representative will review his drawings, procurement documents and contracts to ensure that the technical information provided and all work performed is in accordance with the latest revision of the Subcontract Documents. These documents shall be updated to reflect all changes made through Addenda, Change Orders and Requests for Information.
- 14.4. The Subcontractor's quality control representative will perform an inspection upon receipt at the site, of all materials, equipment and supplies. Items which are damaged or not in conformance with the respective Submittals, quality standards, Subcontract Documents, contract drawings and Specifications, will be identified and segregated from accepted items. Items thus identified will not be incorporated into the Work until corrective action, acceptable to the Contractor and Architect is completed.
- 14.5. The Subcontractor is responsible for the quality of the work performed by his work force and its sub-subcontractors, as well as the quality of the material, equipment and supplies furnished by the Subcontractor to be incorporated into the work. The Subcontractor will designate a quality control representative who will be on site at all times when work is in progress.

15. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

15.1. Personnel and Materials Hoisting

- 15.1.1. Crane: The Contractor will not provide a crane for materials hoisting. ~~If Contractor provided, give details on crane selection, capacities, boom length, etc. Also provide a priority listing of trade usage of Contractor provided crane (concrete, steel, masonry, roofing, etc.).~~

- ~~15.1.2. Vertical material and personnel management: The Contractor [will or will not] provide a personnel hoist or scaffold stairs.~~

- 15.1.3. Horizontal material management: *Contractor will not provide a forklift for unloading and transporting materials unless otherwise specified in Section 00-04 Individual Scopes of Work.*
- 15.1.4. Scaffolding: The Subcontractor shall provide all scaffolding (unless noted otherwise) required to complete its work.
- 15.1.5. Lifts: The Subcontractor shall provide all lifts and other necessary equipment (unless noted otherwise) required to complete its work.
- ~~15.1.6. Temporary Elevator Use: *[Describe temporary usage of new or existing elevators]*~~
- 15.1.7. Temporary Stairs: Until permanent stairs are available, the [Contractor] will provide ladders for access on multi-floor projects.
- 15.1.8. Existing Stair Usage: *[Describe temporary usage of existing stairs, if applicable]*
- 15.2. Disposal and Trash Removal
 - 15.2.1. All Subcontractors shall comply with the requirements of Section 00-16, "Construction Waste Management and Disposal."
 - 15.2.2. The Contractor will provide dumpsters for Subcontractors use except for demolition phase. Dumpsters may be allocated by material type. Subcontractor is responsible to sort debris to appropriate dumpster.
 - 15.2.3. Subcontractor will clean up and remove to designated points at the site, daily and as directed by the Contractor, all rubbish and debris resulting from the Subcontractor's work and shall clean up its work to the satisfaction of the Contractor.
 - 15.2.4. In the event the Subcontractor fails to clean up in accordance with the directions, the Contractor, after twenty-four (24) hours written notice to the Subcontractor, reserves the right to arrange otherwise for the clean up to be done and charge the Subcontractor the cost.
 - 15.2.5. Subcontractors shall ensure that all boxes, cartons, etc. are crushed to the minimum volume prior to placing in the trash containers or trash collection areas.
 - 15.2.6. No paint cloths will be allowed in trash containers.
 - 15.2.7. The disposal of any material, waste, effluents, trash, garbage or oil, grease, chemicals, etc. resulting from either demolition or new work, shall be disposed of in accordance with all applicable laws and shall be subject to the approval of the Contractor.
 - 15.2.8. Contractor will coordinate progress cleaning for joint-use areas where more than one installer has worked.
 - 15.2.9. An area will be designated for lunch and breaks. All food or drink, other than water, consumed on site must be in this pre-approved area and all waste disposed of in trash receptacles furnished by the Contractor. All food and drink, other than water, is prohibited in any other work area.
- 15.3. Temporary Toilets
 - 15.3.1. Temporary toilet facilities shall be furnished, and maintained as required by Contractor. The toilets shall be in sufficient number and at various locations to accommodate the workforce. The use of these toilet facilities by all members of the workforce is mandatory.
- 15.4. Temporary Water
 - 15.4.1. Owner will pay all water utility bills on the project.
 - 15.4.2. The Plumbing Subcontractor will provide and maintain temporary potable water for the other Subcontractors' use throughout the building and at the jobsite as determined by Contractor.
 - 15.4.3. Subcontractor requiring additional temporary water service will be responsible to make arrangements for this work through the Plumbing Subcontractor and be subject to the approval of Contractor. Associated cost of additional water service will be paid by the Subcontractor requesting the service.
 - 15.4.4. It will be the responsibility of the Subcontractor utilizing temporary water to protect the Project against water damage. When using water, Subcontractor is required to use new materials and replace worn or broken parts. Hoses, fittings, etc. that are leaking shall be removed. Subcontractor will be responsible for the cost of damages arising from violation of this policy.
 - 15.4.5. Temporary water service shall be drained down and reactivated as required by the Plumbing Subcontractor to prevent freezing.
 - 15.4.6. No bulk water will be provided.
- 15.5. Temporary HVAC
 - 15.5.1. Temporary HVAC work includes, but is not limited to, caps for ductwork, temporary filters and filter media, necessary equipment warranty extensions, interim controls, fire watch, temporary stand-alone smoke detectors for fan shut-down, ventilation and humidity control, monitoring of temperature and humidity, manual control of dampers (if required) and final clean-up of mechanical systems upon completion of construction work.
 - 15.5.2. Ventilation and humidity control includes, but is not limited to, temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high

humidity. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption. Relative humidity shall be controlled as required to reduce substrate moisture levels to level required to allow installation or application of finishes.

15.5.3. Heat required for specific work-oriented situations is to be provided by each subcontractor for its needs (i.e., masonry, EFIS, etc.). General heating for creature comfort will or will not be provided by the Contractor.

15.5.4. Reference project specific temporary HVAC plan for the timeline of temporary conditioning inside the building.

15.5.5. Project Specific Temporary HVAC plan

15.5.5.1. Mechanical Subcontractor shall provide temporary heat and cooling (including ventilation and humidity control) during construction maintaining temperatures and humidity conducive to installation of the specified finishes [as outlined in Division 00 Section 00-06 "Milestone Schedule of Construction"]

15.5.5.2. New and/or existing systems: The Owner will not allow the use of new and/or existing systems for temporary heating and cooling.

15.5.5.3. Rental equipment for temporary conditioning:

15.5.5.3.1. If permanent HVAC systems are not available when required as defined in this section (due to Subcontractor not maintaining the Milestone Schedule), the Mechanical Subcontractor shall provide temporary units (including all equipment, fuel, and fire watch as required) to maintain temperature. Fire watch will be required for any temporary heating equipment. If temporary units are utilized, Mechanical Contractor shall coordinate and include electrical costs associated with powering units. Coordinate type of temporary heating with the temporary electrical service or other utility capacities available at the time temporary heating is required. Verify electrical capacities with Electrical Contractor prior to selecting and installing heating system.

15.5.5.4. Utility Charges for permanent equipment: Owner will pay for utility charges incurred as a result of operating permanent equipment for temporary HVAC.

15.5.5.5. Utility Charges for rental equipment: Owner will pay for utility charges incurred as a result of operating rental equipment for temporary HVAC.

15.5.5.6. Monitoring: During temporary conditioning site conditions shall be monitored. The Contractor will provide data loggers to perform this function. A sling-psychrometer may also be used as they are recognized by the HVAC industry to provide accurate readings.

15.5.5.7. Humidity control: A heating load may be required to control relative humidity during summer conditions. In humid climates it may be necessary to provide additional moisture removal using dehumidification systems.

15.5.5.8. Mechanical Subcontractor shall coordinate electrical requirements for temporary HVAC with the Electrical Subcontractor and other affected Subcontractors

15.5.5.9. Reference Section 15.11 regarding safety issues during temporary conditioning/temporary heat.

15.5.5.10. Use of permanent systems

15.5.5.10.1. Subcontractors shall include necessary warranty extensions for all equipment utilized during temporary HVAC.

15.5.5.10.2. Equipment safeties: Mechanical subcontractor shall provide stand alone fire alarm devices for AHU shut down as required for temporary heating. Coordinate any other fire alarm requirements with the Electrical Subcontractor. Other safeties may be required if circumstances dictate, such as: a high static safety on the leaving side of the fan ahead of first fire smoke damper to protect the duct work, a low-pressure static safety on return duct applications with a return fan, freeze protection along with control sequences to protect water coils. The leaving air temperature must be below dew point (approximately 55°) to provide adequate moisture removal. Discharge air temperature must remain constant due to the use of 100% outside air.

15.5.5.11. Reference Section 00-14, "Construction Indoor Air Quality" for cleanup guidelines, ductwork cleanliness, and temporary heating and cooling guidelines for maintaining proper indoor air quality

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

15.6.1. Owner will pay usage costs for electrical power.

15.6.2. Electrical Subcontractor will furnish, install, relocate, maintain and remove all necessary temporary wiring, lighting fixtures, protective devices, distribution panels, and transformers, etc. required for construction purposes conforming to rules and regulations of OSHA as well as other agencies having local jurisdiction. Work includes electrical power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Electrical Subcontractor shall coordinate temporary power requirements for trailers, equipment, and other special needs as required to execute the work. Reference paragraph 14.1 of this section for specific equipment. Each Subcontractor shall coordinate any further special temporary electrical requirements with Electrical Subcontractor.

- 15.6.3. Electrical Subcontractor shall make all necessary arrangements with the utility company to provide temporary service. All electrical connections must meet local code requirements.
- 15.6.4. All Subcontractors will be responsible for their power extension cords from the temporary panels to their work areas. These cords shall be three wire (including ground wire) of sufficient capacity for service intended and fully approved by all governing bodies.
- 15.6.5. Each Subcontractor shall coordinate and pay for any further special temporary electrical requirements with the electrical subcontractor. Approval shall be provided by the Contractor.
- 15.6.6. Electrical Subcontractor shall provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions. Lighting shall be as required by OSHA, but not less than one lamp per room. Minimum footcandles as defined by OSHA shall be maintained at all times.
- 15.6.7. Electrical Subcontractor shall provide temporary lighting that fulfills security and protection requirements without operating entire system.
- 15.6.8. Additional temporary light requirements (task lighting) shall be the responsibility of individual Subcontractors.
- 15.6.9. When required by code or by the Owner, Electrical Subcontractor shall provide temporary fire alarm system tied into existing fire alarm control panel. This temporary system shall be completed and functional at all times. No part of the temporary system shall be used for the permanent system. Work includes removal and maintenance of the temporary system.

15.7. Temporary Communication Systems

- ~~15.7.1. Telephones will not be provided at the site office of the Contractor. Telephones will not be provided for tradesmen for their personal use.~~
- ~~15.7.2. Subcontractor shall provide mobile phones for all supervisory personnel.~~
- ~~15.7.3. Subcontractors requiring telephone service must make their own arrangements, with the approval of Contractor.~~

15.8. Construction Fence

- 15.8.1. Contractor will contract to erect and maintain a construction fence around the perimeter of the site and staging area as indicated on the site access plan. Fence gates will be located to provide access/egress as determined by Contractor. Subcontractor shall not remove sections of the fence without approval from Contractor. Subcontractors granted approval to remove a portion of the construction fence will be responsible to replace and restore those sections to the satisfaction of Contractor. Reference site access plan Section 00-05 for further detail.

15.9. Temporary Onsite Structures

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

15.10. Storage

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

15.11. Temporary Enclosures

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

15.12. Fire Protection

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

15.13. Surveying

- 15.13.1. Benchmarks will be established and maintained by the Contractor. Any inconsistencies found in dimensions or elevations shall be reported to the Contractor before proceeding with work. (Refer also to Division 01, Section 01 73 00 "Execution" for specific Contract requirements regarding layout and examination.)

15.14. Site and Area Restrictions – Reference site access plan described in Section 00-05

- 15.14.1. Access and egress to and from the site is under the control and direction of Contractor. All Subcontractors will be responsible for advising Contractor of their delivery schedules and will coordinate the work of various Subcontractors as to minimize delays.
- 15.14.2. Limited Parking will be provided at the site.
- 15.14.3. Construct and maintain temporary roads and paved areas adequate for construction operations as described in the site access plan. At a time directed by the Contractor, remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction.
- 15.14.4. Traffic Controls: Comply with requirements of authorities having jurisdiction. Protect existing site improvements to remain including curbs, pavement, and utilities. Maintain access for fire-fighting equipment and access to fire hydrants.
- 15.15. Water and Snow Removal
 - 15.15.1. Dewatering Facilities and Drains: Each Subcontractor will be required to maintain the project site, excavations, and construction free of water to maintain progress of the work. Comply with requirements of authorities having jurisdiction.
 - 15.15.2. Pump water and push water: Each Subcontractor will be required to remove water as required to maintain progress of the work.
 - 15.15.3. Snow and Ice Removal: Each Subcontractor will be required to remove snow and ice as required to maintain progress of the work. The use of calcium chloride as an aid or means to remove snow or ice will not be permitted.
- 15.16. Security And Protection Facilities Installation
 - 15.16.1. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction and Contract Documents.
 - 15.16.2. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
 - 15.16.3. Install temporary fencing located as indicated or outside the drip line of tree to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.]
 - 15.16.4. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction (and as required for adequate pedestrian and traffic safety) for erecting structurally adequate barricades, including warning signs and lighting.
 - 15.16.5. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
 - 15.16.6. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 - 15.16.7. Site Security: Site security will not be provided on the project.
- 16. **SAFETY**
 - 16.1. General
 - 16.1.1. Safety on the project site is a primary concern to the Owner and Contractor. Each Subcontractor is responsible for the safety and security of its employees.
 - 16.1.2. All Subcontractors and lower tier subcontractors are required to follow all of Contractor's safety requirements, OSHA, state and local safety regulations.
 - 16.1.3. Each Subcontractor is responsible for providing the proper training and equipment necessary to ensure that their employees follow all of Contractor's safety requirements, OSHA, state and local safety requirements.
 - 16.1.4. Each Subcontractor is responsible for inspecting their work areas periodically throughout the day for recognizable safety hazards and for taking immediate corrective actions to provide a safe work environment at the site.
 - 16.1.5. Safety Representative - Each Subcontractor will assign a competent individual to act as the Subcontractor's safety representative. This individual must be on site and have the authority to immediately correct hazardous conditions. The name of the on-site representative shall be submitted to the Contractor prior to the Subcontractor beginning work.
 - 16.2. Disciplinary Policy:
 - 16.2.1. Failure to follow safety requirements may result in disciplinary action up to and including the removal and replacement of employees and site foreman per Contractor's safety policy.
 - 16.2.2. Each Subcontractor is responsible for replacing foreman and employees who are unable or unwilling to follow the Project safety requirements.
 - 16.2.3. Each Subcontractor is responsible for enforcing its safety program and OSHA requirements as it relates to their work at the project.

- 16.2.4. Failure to correct safety issues in a timely manner may result in Contractor directing a correcting Subcontractor to take action and a back charge may be issued to the creating contractor.

16.3. Training requirements:

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

16.4. Orientation:

- 16.4.1. All Subcontractor employees will review and sign off on a site orientation prior to the start of work to familiarize its employee with the site, site safety requirements and specific safety policies and procedures as it applies to the project.

16.5. Task specific training:

- 16.5.1. Task specific training must be provided by each Subcontractor to ensure that each employee knows how to perform their work in a safe manner.
- 16.5.2. Task specific training must be conducted following the identification of a safety issue concerning a particular crew and weekly at a minimum.

16.6. Job Safety Analysis (JSA):

- 16.6.1. JSAs will be required and need to be completed daily. Please see Section 00-08 - Master Subcontract Agreement/Work Order Subcontract, Exhibit G.

16.7. SDS:

- 16.7.1. A copy of the SDS program including a written program and a copy of the SDS sheets for all products that will be used at the project must be provided to the Contractor prior to the start of Subcontractor's work at the Project.

16.8. Personal Protective Equipment:

- 16.8.1. OSHA approved hard hats shall be worn by all personnel and visitors on the jobsite at all times. Proper clothing shall be worn, suitable for construction work. Shirts and long pants shall be worn at all times. Durable work boots are required; canvas or leather type athletic shoes and shoes without heels or toes are not permitted. All other personal protective equipment shall be furnished by the Subcontractor to its employees as required.

16.9. First Aid:

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

16.10. Housekeeping:

- 16.10.1. Good housekeeping shall be maintained at all times. All stripped lumber shall be safely stacked after nails have been removed or bent down. All stairways, scaffolds, ramps, walkways, and work areas shall be kept clear and clean of trash and material. Work areas shall be maintained free from accumulation of combustible trash.
- 16.10.2. All Subcontractors are responsible for cleaning their work areas each day. Failure to clean work areas each day may result in Contractor directing a correcting Subcontractor to take action and a back charge may be issued to the creating contractor.

16.11. GFCI:

- 16.11.1. Each Subcontractor is responsible for providing GFCI protection for their work when using generators or permanent electrical installations.

16.12. Temporary Heat:

- 16.12.1. When temporary heat must be maintained during non-working hours, a competent person, agreed upon by Contractor, must be present to monitor heating equipment and take all necessary actions to prevent fire or respond to an emergency per the Contractor's Temporary Heat policy (available upon request). Each Subcontractor is responsible for any and all cost associated with this requirement as it applies to their work. Temporary heat is defined as any heating source that is powered by electricity (all types), LP gas, kerosene, fuel oil, and natural gas.

16.13. Electrical Subcontractor only:

- 16.13.1. All electrical installations must be installed per applicable OSHA and NEC standards.
- 16.13.2. Ground Fault Circuit Interrupters must be installed in all temporary installations.
- 16.13.3. Lighting must be provided sufficiently and in a timely manner.

17. CODE OF CONDUCT

- 17.1. Because this Project may involve working in and around occupied facilities and/or public areas, Subcontractor and all of its employees are required to comply with the following:

- 17.1.1. Subcontractor and its employees are expected to perform their work in a professional manner.
- 17.1.2. Subcontractor is not to converse or talk with employees of Owner. All construction related questions are to be directed to Contractor.
- 17.1.3. Inappropriate language or gestures, profanity, or lewd conduct are strictly prohibited.

17.1.4. Tobacco use on the Project site must comply with the Owner's restrictions. If there are no restrictions, tobacco must be kept to a minimum so as to not damage the Project or litter the site. Smoking is restricted to designated areas, if any. Violations of this policy may result in tobacco use being prohibited on the Project site.

17.1.5. Subcontractor parking is only allowed in areas designated by Contractor.

17.2. Violations of this policy could result in immediate dismissal from the site.

18. CONTRACT CLOSE-OUT

18.1. Refer to Division 01, Section 01 77 00 "Closeout Procedures" for specific Contract requirements regarding project closeout.

18.2. Refer to Division 01, Section 01 77 00 "Closeout Procedures" for specific Contract requirements regarding warranties.

SECTION 00-15 - SPECIFIC PROJECT REQUIREMENTS - CONSTRUCTION INDOOR AIR QUALITY

NOT APPLICABLE

SECTION 00-16 - SPECIFIC PROJECT REQUIREMENTS - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

1. GENERAL

1.1. RELATED DOCUMENTS

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

1.2. SUMMARY

- 1.2.1. This Section includes administrative and procedural requirements for recycling and disposing of non-hazardous demolition, construction, and land clearing debris.

- 1.2.2. Related Sections include the following:

- 1.2.2.1. Division 01 through 13 Sections for other disposal requirements for other materials.

1.3. DEFINITIONS

- 1.3.1. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

- 1.3.2. Demolition Waste: Building and site improvement materials resulting from demolition on selective demolition operations.

- 1.3.3. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

- 1.3.4. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

- 1.3.5. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

- 1.3.6. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

2. PRODUCTS (Not Used)

3. EXECUTION/PLAN IMPLEMENTATION

- 3.1. General: Comply with requirements of waste management plan provided by Contractor or other Contract Documents.

- 3.2. Objectives: Whenever possible, reduce construction waste by diverting construction, demolition and land clearing debris from landfill disposal. Redirect recyclable recovered resources back to the manufacturing process. Redirect reusable materials to appropriate sites.

- ~~3.3. Recycling of construction materials will be completed on this project. Listed below are the basic recycling materials that will be required. Prior to mobilization on site the Contractor reserves the right to investigate additional recycling options based on specific materials to be installed. Following is a list of general items to be recycled: Cardboard, plastic, paper, aluminum, wood, drywall, concrete, and metals.~~

- ~~3.4. Each Subcontractor is responsible for sorting their waste. Each item must be separated into a specific container. A Subcontractor's inability to follow the recycling requirements may result in rejected containers due to mixed containers. The Contractor reserves the right to backcharge any subcontractor due to these rejected containers based on the additional charges incurred by non-recycled material. Multiple trips may be required during construction in order for materials to be separated correctly. On-site dumpsters will be provided and labeled for efficient distribution of trash as required. [Asphalt and Concrete Subcontractors] shall provide haul off of asphalt and concrete materials (unless directed otherwise).~~

SECTION 00-17 - EQUAL OPPORTUNITY

GENERAL: Subcontractors and its sub-subcontractors and suppliers shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

PARTICIPATION: Subcontractors and its sub-subcontractors and suppliers shall use reasonably diligent efforts to seek and provide for minority business enterprise ("MBE") and women business enterprise ("WBE") participation in all construction contracts relating to this project.

All Subcontractors are strongly encouraged to utilize (Minority Owned Enterprises and Women Owned Enterprises) subcontractors and material suppliers. Subcontractors may be asked to demonstrate what efforts were taken to obtain MBE/WBE participation. This will include, but is not limited to, invitation to bid, advertisements in local papers, phone call log, etc.