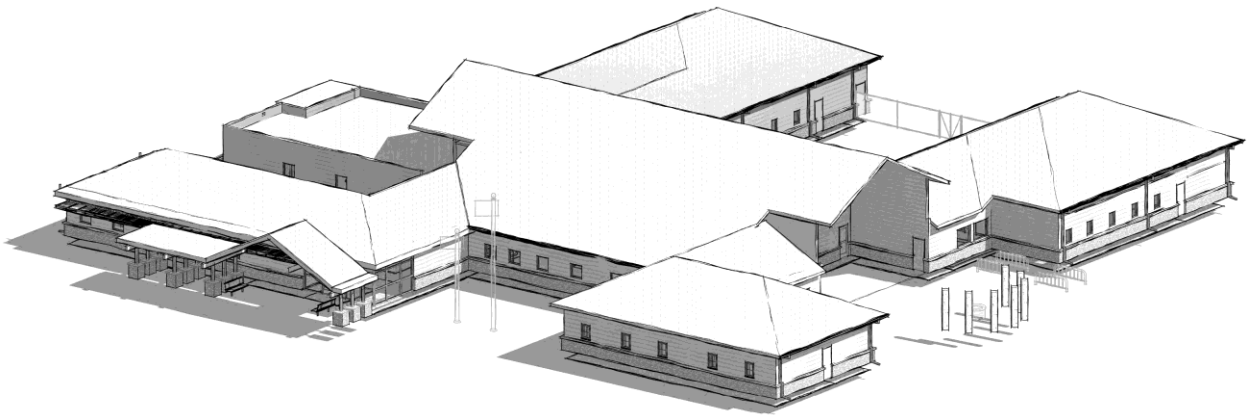


Bidder's Book

Crisis Shelter
1635 W Keetoowah St. Tahlequah, OK 74464

Release Package 2



Construction
Manager:



Architect:



BIDDING INSTRUCTIONS AND BID FORMS

March 19, 2025

TABLE OF CONTENTS

REQUEST FOR BIDS 3
ATTENTION TO BIDDERS 4
BID SCHEDULE 4
INDEX OF DRAWINGS 5
INTERPRETATION OF BIDDING DOCUMENTS 7
ALTERNATES 7
PLANS 7
PROCUREMENT and CONTRACTING REQUIREMENTS 7
PROPOSAL ACCEPTANCE 8
BONDS 8
INSURANCE REQUIREMENTS 9
GENERAL PROPOSAL INFORMATION ITEMS 11
SUBCONTRACT AWARD 11
PROPOSED SECOND-TIER SUBCONTRACTORS & SUPPLIERS 12
SCHEDULE 12
CONSTRUCTION SCHEDULE 12
GENERAL REQUIREMENTS FOR ALL BIDDERS 12
Requirements for Cherokee Nation for Contractors/Sub Contractors 16
Cherokee Nation TERO Requirements 19
Bid Form 28
CONTENTS OF PROPOSAL 29
Attachment A (Affidavits) 33
Subcontractor Bid Packages 37
 Bid Package 3A: Building & Site Concrete 38
 Bid Package 4A: Masonry 41
 Bid Package 4B: Adhered Stone Masonry 43
 Bid Package 5A: Structural Steel 45
 Bid Package 6A: Architectural Woodwork 47
 Bid Package 7A: Roofing Systems 49
 Bid Package 7C: EIFS 51
 Bid Package 8A: Doors, Frames, & Hardware Supply 53
 Bid Package 8B: Aluminum Storefront, Glass & Glazing 54
 Bid Package 8C: Overhead Doors 56
 Bid Package 8D: Doors, Hardware, & Specialties Installation 57
 Bid Package 9A: Framing, Sheetrock, & Ceilings 59
 Bid Package 9C: Painting 64
 Bid Package 10E: Flagpoles 71
 Bid Package 12C: Site Furnishings 76
 Bid Package 21A: Fire Suppression 78
 Bid Package 22A: Plumbing 80
 Bid Package 23A: HVAC 83

Bid Package 26A: Electrical System 85
Bid Package 28A: Fire Alarm 88
Bid Package 32A: Asphalt Paving 90
Attachment B (Standard Form of Contract) 96
Attachment C (MASKA Safety Program) 109
Attachment D (Preliminary Schedule) 173

REQUEST FOR BIDS

Proposals for bid packages of the **CN Crisis Shelter** will be received by *the Owner* at the Financial Resources Building located at 17665 S Muskogee Ave Tahlequah, OK 74664. Bids may be submitted electronically via [Maska Builders Online Planroom](#). All electronically submitted proposals must include all required Bid Forms, Affidavits, and Bid Security scanned in and attached to be considered responsive.

All Physical Bid Submissions:

Cherokee Nation Purchasing Department
Attn: Shelly McClain
17665 S. Muskogee Ave.
Tahlequah, OK 74465

Electronic Submissions:

[Maska Builders Online Planroom](#)

Contact CM for invitation if link does not work.

The bidder must supply all the information required by the RFP Documents, hereinafter defined.

To receive preference, TERO vendors must submit a copy of their TERO certificate (front and back) with their bid.

The bidder must plan for a post bid meeting/interview to review the bidder's proposal and scope of work associated with the project. This post bid de-scope meeting/interview will be scheduled at the close of business day a minimum of 48-hours after the initial Bid Day.

It is the intention of Maska Builders Construction Team and Cherokee Nation to award this project within 30 days of the proposal date.

Any proposal received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for the opening of proposals, or any proposal received after the time set for opening of proposals, shall not be considered, and shall be returned unopened to the proposing firm.

Cherokee Nation and Maska Builders Construction Team will privately review bids. The Owner and/or the Construction Manager expressly reserve the right to waive all formalities or minor irregularities and to reject any or all bids. Combination of bid packages, incomplete bid packages and/or qualified bids may be subject to rejection.

ATTENTION TO BIDDERS

The following constitutes a full document set:

1. **Blue River Architects Project Manual dated 03-14-2025.**
2. **Blue River Architects Drawings dated 03-14-2025.**
3. **Wallace Design Collective Civil Drawings dated 03-14-2025.**
4. **Maska Builders, LLC Bidder's Book dated 03-19-2025.**

BID SCHEDULE

- | | |
|-------------------------------------|--------------------------------------|
| 1. Advertise for Bid | - Wednesday March 19, 2025 |
| 2. Non-Mandatory Pre-Bid Conference | - Thursday March 27, 2025 @ 10:00 AM |
| 3. Receive Proposals | - Wednesday April 9, 2025 @ 2:00PM |

Note: The pre-bid meeting will be held virtually:

https://teams.microsoft.com/join/19%3ameeting_NWM5ZGE3YjgtOTI0Mi00ZTBkLTkyYmMtNWNIYzE4YzZmMDFj%40thread.v2/0?content=%7b%22id%22%3a%224ab15f16-72c7-4b67-9602-ccbfa838893a%22%2c%22oid%22%3a%2218a12851-044c-4ab7-a067-6022eb0476b6%22%7d

INDEX OF DRAWINGS

SHEET INDEX	
SHEET NUMBER	SHEET NAME
GENERAL	
C5	COVER SHEET - PACKAGE 1 & 2
G001	PROJECT INFORMATION
G002	LIFE SAFETY
G004	ADAAG INFO AND GUIDELINES
CIVIL	
C100	COVER SHEET
C200	SURVEY
C201	SURVEY
C300	DEMOLITION & EROSION CONTROL PLAN
C301	PHASE 2 EROSIONS CONTROL PLAN
C400	OVERALL SITE PLAN
C401	WEST SITE PLAN
C402	EAST SITE PLAN
C500	OVERALL GRADING PLAN
C501	WEST GRADING PLAN
C502	EAST GRADING PLAN
C503	EXISTING DRAINAGE AREA MAP
C504	EAST EXISTING DRAINAGE AREA MAP
C505	PROPOSED DRAINAGE AREA MAP
C506	PROPOSED DRAINAGE AREA MAP POND SIZING
C507	EAST PROPOSED DRAINAGE AREA MAP STORM SEWER SIZING
C508	EAST PROPOSED DRAINAGE AREA MAP SEWER SIZING
C509	PROPOSED SEWER SIZING TABLES
C600	OVERALL UTILITY PLAN
C601	WEST UTILITY PLAN
C602	EAST UTILITY PLAN
C603	UTILITY PLAN - NORTH SANITARY SEWER LINE
C700	STORM SEWER PLAN
C701	STORM SEWER PROFILES
C702	STORM SEWER PROFILES
C703	SANITARY SEWER PROFILES
C800	DETAILS
C801	DETAILS
C802	DETAILS
C803	DETAILS
LANDSCAPE	
L101	LANDSCAPE REQUIREMENTS
L102	IRRIGATION KEY PLAN
L201	REFERENCE PLAN
L202	REFERENCE PLAN
L301	LAYOUT AND DIMENSION PLAN
L401	PLANTING PLAN - OVERALL
L501	DETAILS
L502	DETAILS
L503	DETAILS

SHEET INDEX	
SHEET NUMBER	SHEET NAME
ARCHITECTURAL	
A5101	SITE PLAN
A101	DIMENSIONED FLOOR PLAN
A111	REFERENCE FLOOR PLAN
A121	REFLECTED CEILING PLAN - FIRST FLOOR
A141	ROOF PLAN
A201	EXTERIOR ELEVATIONS
A202	EXTERIOR ELEVATIONS
A301	BUILDING SECTIONS
A311	WALL SECTIONS
A312	WALL SECTIONS
A313	WALL SECTIONS
A314	WALL SECTIONS
A315	WALL SECTIONS
A401	ENLARGED PLANS & INTERIOR ELEVATIONS
A402	ENLARGED PLANS & INTERIOR ELEVATIONS
A403	ENLARGED PLANS & ELEVATIONS & DETAILS
A531	SECTION DETAILS
A532	SECTION DETAILS
A561	VERTICAL CIRCULATION
A601	PARTITION TYPES
A611	DOOR SCHEDULE AND DETAILS
A621	WINDOW DETAILS
A701	INTERIOR ELEVATIONS
A751	CASEWORK SECTIONS
INTERIORS	
ID001	GENERAL FINISH INFORMATION
ID101	INTERIOR FINISH PLAN
ID120	INTERIOR SIGNAGE SCHEDULE AND DETAILS
ID121	SIGNAGE PLAN
ID131	FURNITURE PLAN
FOOD SERVICE	
QF1	F5 COORDINATION NOTES
QF1.0	F5 EQUIPMENT PLAN
QF1.1	F5 FACILITY MODEL
QF1.2	F5 EQUIPMENT MODEL
QF1.3	F5 SPECIAL CONDITIONS AND MECHANICAL PLAN
QF1.4	F5 PLUMBING PLAN
QF1.5	F5 ELECTRICAL PLAN
QF1.6	F5 EXHAUST HOODS
QF1.7	F5 CONDENSING UNITS
QF1.10	F5 ELEVATIONS
QF1.12	F5 SECTIONS AND DETAILS
QF2.1	F5 DETAILS
QF2.2	F5 DETAILS

SHEET INDEX	
SHEET NUMBER	SHEET NAME
STRUCTURAL	
S001	DESIGN PARAMETERS AND GENERAL STRUCTURAL NOTES
S002	STRUCTURAL SPECIAL INSPECTIONS
S003	LOADING DIAGRAMS
S101	FOUNDATION PLAN
S102	ROOF FRAMING PLAN
S103	PARTIAL PLANS
S201	VERTICAL ELEMENTS ELEVATIONS AND DETAILS
S202	ENTRY CANOPY ELEVATIONS
S301	TYPICAL FOUNDATION SCHEDULES & DETAILS
S302	TYPICAL FOUNDATION DETAILS
S303	FOUNDATION DETAILS
S401	TYPICAL LIGHT GUAGE DETAILS
S402	TYPICAL WALL FRAMING DETAILS
S403	TYPICAL WALL OPENING DETAILS
S404	STRAP BRACE DETAILS
S501	TYPICAL ROOF FRAMING DETAILS
S502	ROOF FRAMING DETAILS
S503	ROOF FRAMING DETAILS
MECHANICAL	
H101	HOOD DRAWINGS
H102	HOOD DRAWINGS
H103	HOOD DRAWINGS
H104	HOOD DRAWINGS
H105	HOOD DRAWINGS
M100	GENERAL NOTES, LEGENDS & SYMBOLS
M101	LEVEL I HVAC PLAN
M200	HVAC SCHEDULES
M300	HVAC DETAILS
M400	DUCT RISER DIAGRAAM
MP101	MECHANICAL & PLUMBING ROOF PLAN
MC101	MECHANICAL CONTROL DRAWINGS
MC102	MECHANICAL CONTROL DRAWINGS
MC103	MECHANICAL CONTROL DRAWINGS
PLUMBING	
P100	GENERAL NOTES, LEGENDS & SYMBOLS
P101	LEVEL I PLUMBING PLAN - WASTE & VENT
P102	LEVEL I PLUMBING PLAN - WATER & GAS
P200	PLUMBING SCHEDULES
P300	PLUMBING DETAILS
P400	WASTE & VENT RISER DIAGRAMS PART-1
P401	WASTE & VENT RISER DIAGRAMS PART-2
P402	DOMESTIC RISER DIAGRAM
P403	NATURAL GAS ISOMETRIC RISER DIAGRAM

SHEET INDEX	
SHEET NUMBER	SHEET NAME
ELECTRICAL	
E100	ELECTRICAL TITLE SHEET
E101	LIGHTING PLAN
E102	LIGHTING DETAILS
E201	POWER PLAN
E202	HVAC POWER PLAN
E203	ELECTRICAL DETAILS
E300	ELECTRICAL ONE-LINE DIAGRAM, SCHEDULES, AND DETAILS
E301	ELECTRICAL SCHEDULES
E5101	ELECTRICAL SITE PLAN
E5102	ELECTRICAL SITE PHOTOMETRIC PLAN
FIRE ALARM	
FA101	FIRE ALARM PLAN
FA102	FIRE ALARM ROOF PLAN
GENERATOR	
G5100	GENERATOR SPECS
SPECIALTY	
SS101	SPECIAL SYSTEMS PLAN
LIGHTING CONTROL	
LC-1	LIGHTING CONTROL PACKAGE
LC-2	LIGHTING CONTROL PACKAGE
LC-3	LIGHTING CONTROL PACKAGE
LC-4	LIGHTING CONTROL PACKAGE
LC-5	LIGHTING CONTROL PACKAGE
LC-6	LIGHTING CONTROL PACKAGE
LC-7	LIGHTING CONTROL PACKAGE
LC-8	LIGHTING CONTROL PACKAGE
LC-9	LIGHTING CONTROL PACKAGE
LC-10	LIGHTING CONTROL PACKAGE
FIRE PROTECTION	
FP100	GENERAL NOTES, LEGENDS AND SYMBOLS
FP101	LEVEL I FIRE PROTECTION PLAN
FP200	FIRE PROTECTION DETAILS

INTERPRETATION OF BIDDING DOCUMENTS

- A. If a conflict occurs in or between bidding documents regarding material or quantity required, and the bidder does not obtain a written decision with respect thereto prior to submitting his proposal, they shall be deemed to have bid upon the better quality or greater quantity of material. If Maska Builders, LLC. elects to use the less expensive quality or lesser quantity of material, Maska Builders, LLC. shall receive a suitable credit to be refunded to the Owner.
- B. When doubt exists in the mind of the bidder as to the true meaning of any part of the bidding documents; the bidder shall request an interpretation. Such request shall be in writing to those named below.
- C. Direct all bidding questions to:

Calvin Henrie, Preconstruction Manager
Maska Builders, LLC
555 N Elm St
Jenks, OK 74037
O: (918) 392-7083
F: (918) 392-7084
E: chenrie@maskabuilders.com

- D. Interpretations, clarifications, or corrections as required during the bid period will be provided by addendums. Maska Builders, LLC. assumes no responsibility for explanation or interpretation of the Bidding Documents.

ALTERNATES

Alternates are not to be included in the base bid. Indicate all alternates in the designated space on the bid proposal form. CM/GC and the Owner reserve the right to accept any combination of alternates.

PLANS

Plans are available at the office of the Construction Manager for Two Hundred Fifty Dollars per set (\$125.00). Please call in advance to reserve plans. Plans are also available electronically at request. Plans can also be found on the Cherokee Nation Procurement website at www.cherokeebids.org

PROCUREMENT and CONTRACTING REQUIREMENTS

- **ALL** material purchases are subject to federal, state, and local taxes
- Wage Rates: The Cherokee Nation requests the wages for any future contract/project follow the Davis Bacon Wage Scale. Awarded parties will be required to maintain wage rates paid to employees for any future awarded project and have reports available upon request. And, 40 U.S.C.A. §3702 & §3704 per Department of Labor regulations regarding work hours and conditions.
- Recovery Act provisions. The buy American provisions direct that all iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.
- Bids will be accepted from Indian and non-Indian owned companies. To receive Indian Preference, the company must be certified with the Tribal Employment Rights Office (TERO). The TERO

Certification (a copy, front and back) must be included in the bid submittal.

- Successful bidders shall complete all required TERO related documents including project labor agreement.
- Qualification of Bidder: The Owner or Construction Manager may make such investigations as he deems necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner or Construction Manager all such information and data for this purpose as the Owner or Construction Manager may request. The Owner or Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner or Construction Manager that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids may not be accepted.

PROPOSAL ACCEPTANCE

The owner reserves the right to reject any or all bids. Being initially prequalified as a bidder does not in any way obligate the Owner to accept your bid. Any award will be to the bidder whose qualifications indicate that the award will be in the best interest of the Owner.

No award will be made until the Project Team has concluded such investigations as deemed necessary and appropriate to establish the responsibility, qualifications, and financial ability of the bidder to do the work in accordance with the contract to the satisfaction of the Owner within the time prescribed. Investigation of a bidder may continue after bids have been submitted and the Owner reserves the right to reject the bid of a bidder who does not pass any investigations to the owner's satisfaction.

The Owner reserves the right to waive informalities in bids submitted, and to hold and consider as many bids as they so desire for a period of **thirty (30) days** after the bids are opened.

BONDS

Bidders will be required to furnish payment, performance, and maintenance bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder if the bidder's contract amount is in excess of Fifty Thousand Dollars (\$50,000.00). Liability under the bonds shall be 100% of the contract sum and must list Maska Builders, LLC. as the beneficiary.

INSURANCE REQUIREMENTS

Prior to starting Work, the Subcontractor/Supplier shall procure and maintain in force insurance as described below. Certificates of Insurance to be issued on ACORD Form 25 provided by companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Owner and Contractor are in force. Required endorsements must be included. Reference specific project in the certificate description/comments area for identification purposes. Subcontractor/Supplier shall not commence work until they have furnished two (2) copies of Certificate of Insurance to Contractor.

A. COMMERCIAL GENERAL LIABILITY INSURANCE: Coverage form at least equal to ISO CG 00 01, latest available edition, on an occurrence basis. Subcontractor/Supplier shall identify on the Certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor/Supplier's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor/Supplier shall obtain appropriate endorsements acceptable to Contractor as a condition of this Subcontract. The above coverage shall be written for not less than the following minimum limits:

\$1,000,000	General Aggregate (Per Project)
\$1,000,000	Each Occurrence
\$1,000,000	Products Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Owned, Hired and Non-Owned vehicles shall be written for not less than the following minimum limits:

\$1,000,000	Combined Single Limit – Per Accident
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UMBRELLA (EXCESS) LIABILITY INSURANCE: Coverage shall be excess over and be no less broad than all underlying coverages.

\$2,000,000	General Aggregate
\$2,000,000	Products – Completed Operations Aggregate
\$2,000,000	Each Occurrence

POLLUTION LIABILITY INSURANCE: Coverage shall be written for not less than the following minimum limits:

\$2,000,000	Aggregate
\$2,000,000	Each Incident

PROFESSIONAL LIABILITY INSURANCE: Any retroactive date applicable to the policy shall precede the commencement of any professional services provided under this Agreement. Professional Liability Insurance coverage shall be maintained by the Subcontractor/Supplier for not less than three (3) years beyond the completion of the project with no change in the original retroactive date. If Subcontractor/Supplier enters into an agreement with a third-party Professional Engineer for professional services provided under this Agreement, Contractor will accept evidence of Professional Liability from such Professional Engineer as fulfillment of this requirement herein. Coverage shall be written for not less than the following minimum limits:

\$2,000,000	Aggregate
\$2,000,000	Each Claim

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Statutory Workers' Compensation coverage in accordance with the laws of the State of Operations.

Employer's Liability Coverage with a minimum limit of:

\$1,000,000	Bodily Injury by Accident – Each Accident
\$1,000,000	Bodily Injury by Disease – Policy Limit
\$1,000,000	Bodily Injury by Disease – Each Employee

BUILDER'S RISK INSURANCE: Builder's Risk coverage including the interests of the Subcontractor/Supplier will be provided by Owner or General Contractor as identified in the Subcontract Documents. The Subcontractor is responsible for the \$10,000 Builder's Risk deductible for each loss to the extent losses payable under the Builder's Risk policy are attributable to the Subcontractor's work, acts or omissions, or the work, acts or omissions of any lower tier subcontractor, or any other party for whom Subcontractor may be responsible. Contractor and Subcontractor waive all rights against each other and any of their subcontractors for damages caused by fire or other causes of loss to the extent covered by Builder's Risk insurance, except such rights as they have to proceeds of such insurance held by the Contractor or Owner as fiduciary. Subcontractor shall require all of its subcontractors, by appropriate agreement, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

CONDITIONS:

1. All Subcontractor/Suppliers, unless otherwise approved by Contractor, shall be required to carry insurance equal to that as stated above.
2. General Liability, Automobile Liability, Umbrella/Excess Liability and Pollution Liability will include Subcontractor/Suppliers officers, directors, and shareholders of Subcontractor/Supplier (or their equivalents if Subcontractor/Supplier is not a corporation), Contractor and Owner as Additional Insureds, for ongoing and completed operations on a primary and non-contributory basis, with contractual coverage and such other insurance, to the extent required by the contract documents for the Subcontractor/Supplier's Work. Additional Insured status for completed operations coverage will be maintained for a period equal to the statute of repose for the state of operations.
3. To the fullest extent permitted by law, all insurance policies procured, paid for, and maintained by the Subcontractor/Supplier for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation in favor of the Contractor, Owner and others as required by the Owner-Contractor Agreement. This Waiver of Subrogation is required not only with respect to insurance required of Subcontractor/Supplier in this article, but also with respect to any other property, inland marine, liability, or other insurance the Subcontractor/Supplier may have in force that may cover the work performed for this job.
4. Subcontractor/Supplier agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverage or coverage limits, cancellation, or non-renewal of Subcontractor/Supplier policies. Subcontractor agrees to provide new, complying Certificates showing property renewal coverages and limits in force at least 10 days prior to expiration of current policies.
5. Subcontractor/Supplier shall be responsible for securing whatever fire and extended coverage Subcontractor/Supplier may deem necessary for protection against loss of owned, rented, or borrowed equipment and tools, including, but not limited to any tools, equipment, scaffolding, staging, and trailers owned, rented, or borrowed by Subcontractor/Supplier. Contractor shall have no liability with respect to such equipment and tools. Failure of the Subcontractor/Supplier to secure such insurance or to maintain adequate levels of coverage shall not obligate Contractor for any losses on owned, rented, or borrowed equipment.
6. The amount and types of insurance coverage required to be provided by Subcontractor/Supplier herein, including any limitation on Subcontractor/Supplier's obligation to include Contractor, Owner and others as required by the Owner-Contractor Agreement as Additional Insureds on Subcontractor/Supplier's liability policies, shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractor/Suppliers.
7. Contractor shall have no duty to Subcontractor/Supplier or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Contractor to detect that Subcontractor/Supplier has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the

insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment of any of Contractor's rights under such insurance-related provisions.

8. Any deductibles or retentions under Subcontractor/Supplier's policies shall be paid by, assumed by, for the account of, and at Subcontractor/Supplier's sole risk.
9. If the Subcontractor/Supplier fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor/Supplier in default for breach of a material provision of the Subcontract, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor/Supplier shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor/Supplier or Contractor shall notify Subcontractor/Supplier of the cost thereof and Subcontractor/Supplier shall promptly pay such cost.
10. If Subcontractor/Supplier enters any subcontract with any lower-tier Subcontractor/Supplier, Subcontractor/Supplier shall require such lower-tier Subcontractor/Supplier to maintain insurance similar to that required of Subcontractor/Supplier under this Agreement, including primary/non-contributory additional insured and waiver of subrogation provisions as required hereunder.
11. Contractor reserves the right to require additional limits of insurance and if, in its opinion, the Subcontractor/Supplier's work creates a special hazard at the project.

GENERAL PROPOSAL INFORMATION ITEMS

Proposals shall be made in accordance with the following:

- A. Before submitting a proposal, bidders shall carefully examine the provided documents, visit the site of work, and fully inform themselves as to all existing conditions and limitations.
- B. Should a bidder find discrepancies, omissions, or should they be in doubt as to meanings, they should, at once, notify Maska Builders, LLC. All changes or clarifications to documents will be made in the form of an addendum. All bidders shall verify that they have considered all addenda. The Owner, Architect, or CM/GC will bear no responsibility for any oral instructions.
- C. Any addenda issued shall be covered and included in the proposal and, in closing a contract; they shall become a part thereof.
- D. Oral proposals will not be considered.
- E. Proposals must be delivered on or before the date, time, and place shown herein.
- F. The Project Team may elect to interview one or more subcontractor for completeness of scope and ability to perform.

SUBCONTRACT AWARD

The Project Team will award subcontracts to the responsible qualified bidders, who have submitted complete proposals within the required time frame. The successful subcontractors will be issued a contract on Maska Builders, LLC. standard form for contracts. See Attachment B.

PROPOSED SECOND-TIER SUBCONTRACTORS & SUPPLIERS

Proposed second-tier subcontractors are required to be identified in the proposal. All bidders are required to submit, in writing, a listing of all prospective subcontractors and major material suppliers of all tiers with contracts over \$10,000.00 for acceptance by Maska Builders, LLC. The listing shall include name, address (home office and local if different), and value of work to be performed.

SCHEDULE

Time Restrictions:

Maska Builders has scheduled this project for five (5) days per week for construction. However, work may need to be performed at any time of the day and every day of the week if the project falls behind schedule. In this instance, the Construction Manager may provide 24 hours a day, 7 days a week access to any contractor needing to work to meet the construction schedule. All off hours work must be scheduled through the Construction Manager

- A. A key factor in quoting this solicitation shall be the amount of time in which the scheduled work shall be completed. Your base bid proposal amount shall be predicated on the schedule(s) as administered by Maska Builders, LLC. Each subcontractor must review the work to thoroughly familiarize themselves with the time frame required for construction and recognize the possibility of multiple move-ins and overtime.
- B. Each bidder must determine whether multiple shifts or weekend work will be necessary to complete his work in the time allotted.
- C. If subcontractor fails to meet scheduled milestone completion dates for individual activities, Maska Builders, LLC. shall reserve the right to require additional manpower and/or multiple shift work of that subcontractor until the delayed activity has been corrected. These additional requirements will be at no additional cost to Maska Builders, LLC. or the Owner.
- D. Preparation and submittals of shop drawings and material samples shall commence immediately following award of contract as necessary to comply with the specification requirements and Maska Builders, LLC.CPM project schedule.
- E. All proposals shall include the necessary manpower, crew sizes, overtime, shift-work, supervision and equipment to meet or improve the project schedule as determined by Maska Builders, LLC. Bidders should anticipate reasonable modifications to the schedule information included within and bid their item of work accordingly.

CONSTRUCTION SCHEDULE

The overall duration of construction for this project will be approximately Twelve (12) months from the start of construction. The current overall construction schedule does not allow for additional days of construction to be awarded for weather or material delays. ***The Construction Manager reserves the right to require subcontractors to work in multiple shifts per day and/or six 10hr days per week to make up for lost time and late starts. Please consider this when submitting your proposal.***

GENERAL REQUIREMENTS FOR ALL BIDDERS

The following items will become a part of all subcontracts. Please read all items carefully.

1. The minimum OSHA safety standards will be observed at all times while on this construction site. Subcontractors agree that they have included the cost of all safety devices and or safety requirements for the protection of their company's personnel. Site safety is the responsibility of the subcontractor. Your company's safety manual must be submitted to and approved by the Construction Manager prior to the start of work. Any contractor that does not have a written safety program must agree to the standards set forth and abide by the Construction Manager's safety program. **Please see Attachment "C" for clarification.**
2. Subcontractors agree that they will submit cost estimates and change order proposals in as complete and full analytical detail as required or requested and in a prompt and timely manner.
3. ***Profits and overhead from change orders will be limited to cost plus 5% for work that is not self-performed by the contractor submitting the change request or cost plus 10% for work that is performed by the contractors' own forces.***
4. All bidders must include in their bid, costs associated with interface and coordination of their work with all other work activities.
5. Subcontractor shall include all necessary cost so as to guarantee delivery of equipment and materials in accordance with CM/GC's construction schedule.
6. Within ten (10) working days of commencement of work, a detailed schedule of work shall be submitted to the Construction Manager. The schedule is to contain milestone dates for major activities and is to be man-hour loaded and equipment loaded and should also show and/or list the quantities of work items and expected production rates.
7. Subcontractors agree to furnish bi-monthly progress schedule updates.
8. No allowance for an extension of time, for any cause whatsoever, shall be claimed by subcontractor or be made to the Owner, unless the subcontractor shall have made a written request to CM/GC for such extension within three (3) days after the cause of such extension first occurred, and unless CM/GC and subcontractor agreed in writing upon the allowance of additional time to be made. No extension of time granted to CM/GC by the Owner shall inure to the benefit of the subcontractor unless such extension of time is directly related to subcontractor supplying work hereunder and specifically agreed to in writing.
9. Coordinate shop drawings and material submissions with Construction Manager's Project Engineer and/or Project Superintendent.
10. Subcontractors must make accommodations for access to the site along with any snow removal or dewatering necessary for acceptable working conditions related to their work.
11. Deliveries of material and equipment should be sequenced and scheduled as closely as possible on an as-needed basis and must be coordinated with the Construction Manager's superintendent.
12. Subcontractors shall be responsible for the storage, hoisting, unloading and handling of their own materials, supplies, and equipment.
13. Identification and coordination of all testing procedures required by the scope of work of this subcontract, whether performed by the Owner's testing agent or by others, are the responsibility of the subcontractor. Any retesting cost will be borne by the subcontractor or supplier whose material and/or installation has failed. Failure to notify the appropriate party will not relieve the subcontractor / supplier from this responsibility. The subcontractor shall provide all testing, documentation, and certification as required by the contract documents other than those performed by the Owner.
14. Certified as-built drawings will be required at the end of the project. These drawings shall be updated on a weekly basis throughout the duration of the project.

15. Any monument or benchmarks destroyed by this subcontractor during the course of this work will be restored by CM/GC at the subcontractor's expense.
16. Move-ins will be as required and are to be included in the contractor's proposal.
17. Protection of your own work and adjacent work is to be included.
18. Contractors agree that, if in the performance of their subcontract it becomes necessary, convenient or advisable to remove, replace or interfere with any safety devices, barricades, or controls installed by the CM/GC or another subcontractor, this subcontractor will replace or restore such devices or controls at his expense. In the event such safety devices or controls are not so replaced, subcontractor agrees to reimburse the CM/GC for doing so.
19. Each subcontractor/supplier shall palletize all loose materials on "two-way" pallets and shall coordinate storage of pallets with the CM/GC's superintendent.
20. All construction parking is to be in areas designated by the CM/GC. Parking may be available adjacent to the site. If for any reason this is terminated or inadequate, it will be the responsibility of each subcontractor to provide shuttle service for their employees from an off-site location as designated by Maska Builders, LLC Inc.'s superintendent.
21. Tobacco use will not be permitted on the property. Tobacco use will be permitted only in designated areas.
22. The Owner's facilities will be off limits for use by all construction personnel unless noted otherwise.
23. It is expressly understood that the successful bidder is required to become an active and integral participant in the Project Team. The expectations synonymous with "Team" cannot be over emphasized. Daily participation in design development may/will be required. Your ability to provide this service cannot be compromised. Additional requirements unique to this agreement will include:
 - A. Technical assistance in developing, with the Construction Manager, the final overall project CPM schedule.
 - B. Participation in establishing your prospective transmittal and delivery schedules.
 - C. Provided help in coordination between all disciplines of work.
24. The Construction Manager will furnish the following items:
 - A. Unless noted otherwise, construction (110) power will be available for small tools. Power for welders and other specialty equipment, will be the responsibility of individual subcontractors.
 - B. Assistance with subcontractor schedule preparation (primary dates, milestone dates, and sequence of operation).
 - C. Subcontractor parking will be designated by the Construction Manager's project superintendent.
 - D. Sanitary facilities will be provided for use of subcontractor workforce and staff.
25. The owner has the right to reject any proposed subcontractor. Any subcontract agreement will be conditioned upon owner acceptance of the subcontractor.
26. Coordinate shop drawings and material submissions with the Construction Manager's project engineer/superintendent.

27. All subcontractors shall adhere to the construction managers safety procedures including, but not limited to, requiring all workers to wear **hard hats, shirts with sleeves (long or short), pants (no shorts), safety glasses, high visibility clothing, and work boots at all times when on the jobsite.**
28. Subcontractors shall visit the site and examine the conditions existing and the character of the work to be performed.
29. Subcontractors shall protect all work included within their Bid Package until final acceptance by the Architect/Owner. Any cost for work damaged prior to acceptance shall be borne by the subcontractor.
30. All deliveries shall be strictly coordinated with the Construction Manager's Superintendent. All materials shall be delivered on an as needed basis.
31. Accumulation of debris will not be permitted. At completion of work, each day, subcontractor will clean premises of all rubbish and debris related to this Bid Package, leaving premises in a clean and orderly condition.
32. This project will utilize Procore (www.procore.com) for project management, contractor collaboration and the distribution of all project documentation.
33. Select team members of subcontractors will be required to create a Procore username (email) and password if they do not already have one.
34. All Contractors shall obtain drawings, sketches, RFIs, meeting minutes, coordination drawings, change information, schedules, etc. via Procore.
35. Maska will update and maintain the information in Procore for use by subcontractors. It is the responsibility of all subcontractors to regularly check and review Procore for updated documents and information.
36. Subcontractors are required to provide at least one mobile device, compatible for use with the Procore App, to the responsible person in charge for their scope of work. This person shall be on site to provide real-time access to current posted drawings, specifications, RFIs, submittals, project documents, and reports.
37. Subcontractors will be required to submit all pay applications through Flashtract (<https://flashtract.com>). Pay applications submitted via mail, hard copy, or email will be rejected and could delay payment. Each subcontractor will be supplied with a username and password to access the site.
 - a. Draws/invoices must be received in Flashtract online accounting system no later than 3:00 p.m. on the 20th of each month.
 - b. All draws/invoices must be accompanied by either a conditional Partial Lien Release or a conditional Final Lien Release, whichever applies.
 - c. When submitting your pay application through Flashtract it will automatically prompt and create the lien release.

Requirements for Cherokee Nation for Contractors/Sub Contractors

The work to be performed under this contract is on a project subject to Section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) (Indian Act). Section 7 (b) requires that to the greatest extent feasible: (A) Preferences and opportunities for training and employment shall be given to Indians; and Preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

Buy American

Recovery Act provisions. The buy American provisions direct that all iron, steel, and manufactured goods used in the project are produced or manufactured in the United States for a project for the construction, alteration, maintenance or repair of a public building or public work. This Buy American provision is applicable only to iron, steel, and manufactured good brought to the construction site for incorporation into a public building or public work. Products that do not fit the definition of manufactured goods are not covered.

Laws and Regulations

The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, 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 written out in full.

- Davis-Bacon Wage Rate applies to this project.

Method of Award

After consideration of price and other factors, the contract will be awarded to the bidder whose bid is determined to be the lowest most responsive/reasonable offer and in the best interest of the NATION and Construction Management Company to accept. TERO Preference will be given in accordance with Cherokee Nation Acquisition Management's Policy and Procedures and only to bidders who provide proof of current TERO certification from the Cherokee Nation Tribal Employments Office (TERO). Proof of TERO certification must accompany and be included in sealed bid submittal.

Safety Standards and Accident Prevention

The Cherokee Nation Risk Management Department, in conjunction with the Construction Management Company will monitor the jobsite for safety violations.

With respect to all work performed under the contract, the contractor shall:

- Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596) and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- Always exercise every precaution for the prevention of accidents and the protection of persons (including employees) and property.
- Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care for persons (including employees) who may be injured on the job site.
- Employees shall not be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor.

Drug Free Workplace and Tobacco Free Workplace

- Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- NATION will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.

- The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- A copy of bidder's Drug Free Workplace statement shall be included with the bid or else the successful bidder will be deemed to accept and agree to use the statement provided by NATION.
- The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Contractor shall certify, to the best of its knowledge and belief, that the Contractor or any of its Principals:

- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe;
- Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, local or tribal) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

The Contractor certifies they have not, within a three-year period preceding this offer, had one or more contracts terminated for default by a Federal, state, local or tribal agency.

The Contractor shall provide immediate written notice to the NATION and the Construction Management Company if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the NATION and the Construction Management Company, the contract may be terminated.

Environmental Protection

- If extraordinary or exceptional circumstances involving the National Environmental Policy Act (NEPA) and related environmental considerations are encountered in the project, or if there is any change in the project, which could change the project environmental determination, the Contractor agrees to stop construction in affected areas and to notify the NATION'S Project Inspector.
- The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of environmental pollution during, and as a result of, construction operations under this contract except for those measures set forth in other technical provisions of these specifications. For the purpose of these specifications, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance of human life; affect other species of importance to man; or degrade the utility of the environmental pollution requiring consideration of air, water, and land, and involves noise and solid waste-management, as well as other pollutants. This section applies to work at all sites.
- In order to prevent, and to provide for abatement and control of, any environmental pollution arising from construction activities of the Contractor and subcontractors in the performance of this contract, they shall comply with all applicable Federal, State, Local, Tribal laws, and regulations concerning environmental pollution control and abatement.
- The NATION will notify the Contractor of any observed non-compliance with the foregoing provisions. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice when delivered to the Contractor or his authorized representative at the site of the work shall be deemed sufficient for the purpose.
- If the Contractor fails or refuses to promptly take corrective action, the NATION may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost

due to any such stop orders shall be made the subject of a claim for extension of time, for excess costs or damages by the Contractor unless it was later determined the Contractor was complying.

- Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.
- Prior to commencement of the work, the Contractor will discuss environmental protection with the NATION's Project Inspector to develop a mutual understanding relative to compliance with these provisions and administration of the environmental pollution control program.

Protection of Land Resources:

- The resources within the scope of work under this contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans or specifications. At the onset of ditch grading, topsoil shall be saved for use in restoring the ditch areas. Waste and borrow areas shall be leveled or trimmed to regular lines and shaped to provide a neat appearance. In all instances the restored area shall be well drained, so as to prevent the accumulation of stagnant water.
- Except in areas shown on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without special authority from the NATION.
- Any trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to original condition at the Contractor's expense.
- The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Project Engineer or his representative. The disturbed areas shall be graded and filled as required sufficient topsoil shall be spread to provide minimum depth of four (4) inches of suitable soil for the growth of grass, and the entire area seeded.

Protection of Water Resources:

- The Contractor shall not pollute streams, lakes or reservoirs with fuel, oils, bitumens, calcium chloride, acids, construction wastes or other environmentally harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, local and Tribe water laws concerning pollution of rivers and streams.
- Special measures shall be taken to prevent chemicals, fuels, oils, bituminous materials, waste washings, and cement from entering drainage ditches.
- The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated pursuant to all applicable rules prior to their release into a river or other body of water.
- No material shall be burned at the project site unless otherwise specified in the contract or authorized by the NATION and any other appropriate regulatory body.
- The Contractor will be required to maintain all work areas within the project boundaries free from dust or debris that would cause a hazard or nuisance to others. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.



Cherokee Nation TERO Requirements



TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO) STATUTORY REQUIREMENTS LA 01-14

The Tribal Employment Rights Office (TERO) of the Cherokee Nation monitors and enforces the Cherokee Nation TERO ordinance to ensure the employment rights of Native American workers are protected within the jurisdictional boundaries of the Cherokee Nation. Another equally important mission of the TERO is to create economic and employment opportunities for Native Americans within these same boundaries.

In an effort to accomplish this mission, TERO is requiring some statutory language be included in every construction related bid package that is issued. In order to begin work on any Cherokee Nation, Housing Authority of the Cherokee Nation, Cherokee Nation Enterprises or Cherokee Nation Industries contract that is governed by the TERO law each successful bidder must contact the TERO before work is to begin and abide by the following requirements:

Project labor agreement:

Each contractor who has been awarded a contract to perform work for the Cherokee Nation will be required to sign a project labor agreement which will specify the requirements the contractor must comply with, such as, hiring of Native Americans, submission of reports, hiring sub-contractors and other activities that will assure compliance with the TERO law. The project labor agreement will also outline the duties and responsibilities of Career Services to the contractor under the TERO law. **No contractor may commence work until it has met with Career Services and completed the project labor agreement.**

Payment of the TERO fees:

TERO has been given authority by the TERO law to charge an employment rights fee of ½ of 1% on every contract that is awarded to any covered employer. These fees will assist the Career Services department in its effort to fulfill its responsibilities in creating opportunities for Native Americans, for example establishing training programs that will give Native Americans the chance to learn a new skill or upgrade current skills. **No contractor may commence work on a project until this fee has been paid to the Career Services.**

Core Crew:

The TERO has been given the authority by the TERO law to establish a job bank and require employers to utilize the job bank. Each successful bidder must **submit their Core Crew list to the TERO for approval before work is to begin.** Employers have the freedom to hire workers from whatever sources he/ she so chooses, however, he/ she must make every effort to hire Native Americans. Before an employer can hire anyone other than a member of a federally recognized tribe, **he must give Career Services 72 hours to locate a qualified Indian.** If Career Services cannot locate a qualified Indian in that time period, the employer will be given the opportunity to hire from whatever source he/ she so chooses.

Work Permits:

In a further effort to enforce the TERO law, no person who is not a member of a federally recognized tribe, shall be employed by a covered employer until he or she has obtained a work permit from Career Services. **A fee of twenty-five dollars (\$25) per day for each non-native American will be charged** for each work permit issued. Any non-Native American individual found to be employed by a covered employer without a valid work permit will be **summarily removed from the job and the employer shall be subject to additional sanctions.**

- "Core crew" was changed

(Section 4 Title 40 § 1004, E.)

"Core crew" shall mean an owner of the firm, or an employee of a company who is in a supervisory or other key position such that the employer would face a serious financial damage or loss if that position were filled by a person who had not previously worked for the employer, contractor or subcontractor.

- Establishes that Work Permits Fees must be paid by employers at the rate of \$25.00/ day for Non-Indians hired for a Project or hired after the effective date of LA 30-12

(Section 5 Title 40 § 1011, U. 1.)

Any employer, as defined in this act shall be required to pay a fee of not less than Twenty-five dollars per employee per day for non-Indian employees hired for a Project or hired after the effective date of Legislative Act 30-12 if the Employer is the Cherokee Nation or its entities.

- Exempts Non-Indian Core crew from being charged a fee for work permits

(Section 5 Title 40 § 1011, U. 3.)

Once the core crew list is submitted the TERO will confirm the core crew members the vendor has listed and those employees shall be exempt from the requirement to obtain a Work Permit and no fee will be due for the core crew employees.

- Exempts an employer from paying a fee or penalty if certain criteria are met.

(Section 5 Title 40 § 1011, U. 3.)

An Employer is exempt from the assessment of a fee or penalties as provided in this Act if the Employer can prove to the TERO that the Employer followed the preferences under this Act through posting of a job announcement twice, Employer submits job descriptions to TERO for qualified Indians, and through proof that no Indian applicant was qualified or no Indian applied.

- Established order of preference

(Section 8 Title 40 § 1021, A.)

All employers are required to give preference to Cherokee Citizens first, then Cherokees from the two other federally recognized Cherokee Tribes, and then members of other federally recognized tribes in hiring, promotion, training, and all other aspects of employment, contracting, or sub-contracting, unless such preference would subject the employer to a violation of a federal or state law applicable to that employer, and must comply with this Title and the rules, regulations and orders of the TERO.



GWYB DBP
CHEROKEE NATION®
P.O. Box 948 • Tahlequah, OK 74465-0948
918-453-5000 • www.cherokee.org

Office of the Chief

Chuck Hoskin Jr.
Principal Chief

Bryan Warner
Deputy Principal Chief

Tribal Employment Rights Office
PROJECT LABOR AGREEMENT
Master Agreement
LA 01-14

DURATION

This agreement shall be in effect from _____ to _____ 20____

This agreement is entered into by and among the Cherokee Nation Tribal Employment Rights Office (TERO) and _____ selected contractor.

PURPOSE AND SCOPE

This agreement applies to any new project on the Cherokee Nation Jurisdictional area. It represents a concerted effort among the parties to provide opportunities for employment; to provide safe, healthy, and clean working environments and working conditions; to provide ongoing apprenticeship, training, employment, and career path opportunities.

TRIBAL SOVEREIGNTY

All federally recognized Indian Tribes possess inherent sovereign jurisdiction and authority over their territories and the affairs of the tribes and all parties signatory to this agreement acknowledge that the sovereign authority governs the terms of this agreement. The parties agree that the sovereign immunity and authority of the Tribes shall remain intact and unabridged throughout the life of this agreement and that the Cherokee Nation shall decide all issues regarding tribal sovereignty and their decision shall be both final and binding.

TERO RECOGNITION

The Cherokee Nation has adopted a Tribal Employment Rights Ordinance (TERO). The contractor, its appointed agents and all other parties agree to recognize the rights, responsibility and authority and agree to abide by the TERO regulation or determination. The parties recognized that TERO has a primary commitment to the employment of Indian tribal members and the hiring of Indian preference employees.

INDIAN PREFERENCE WORKERS

The contractor agrees that it shall adhere to the following numbers established by the TERO, for this project only. In its effort to create the economic opportunities for Native Americans and to meet the purpose of the TERO act, the TERO has established that 100% of the unskilled labor positions be filled by Native Americans. The contractor and its agents agree to utilize the TERO Job Bank to the fullest extent giving first hire priority rights to all Cherokee Citizens. If, after documented evidence that, the contractor has exhausted all avenues to fill these labor positions with Native Americans and positions remain unfilled, the contractor shall have the right to seek other applicants from whatever source it chooses. The contractor shall supply the TERO with written documentation of the employees hired for this project before work is to begin. This documentation is to include: position for which employee was hired, date of hire, and rate of pay. The contractor further agrees to adhere to the requirements set forth in Section 16 Title 40 § 1029 of the Cherokee Nation TERO Act, which addresses procedures in the event of a layoff or reduction in force.

WORK PERMITS

No person who is not a member of a federally recognized tribe shall be employed by a covered employer until he or she has obtained a work permit from the TERO at a cost of twenty-five dollars (\$25) per day, per permit. Work permits issued under this agreement are valid only for this covered project. If any non-Indian individual employed on this project is found not to possess a work permit issued by the TERO, he/she may be summarily removed from the project and the employer shall be subject to additional sanctions.

Union contractors shall grant temporary work permits to Indians who do not wish to join the union. The employer agrees to respect the right of the TERO referral to decide for themselves whether to accept cash in lieu of benefits or accept fringe benefits for construction projects.

TERO FEES

TERO has been given authority by the TERO law specifically Section 5. Title 40 § 1011(T), to charge an employment rights fee of ½ of 1% of the total project cost on every contract that is awarded to any covered employer. These fees will assist the TERO department in its effort to fulfill its responsibilities in creating opportunities for Native Americans, for example, establishing training programs that will give Native Americans the chance to learn a new skill or upgrade current skills. No contractor may commence work on a project until this fee has been paid to the TERO

i

OTHER SPECIFIC REQUIREMENTS

The contractor further agrees to allow the TERO staff to monitor projects unannounced during normal business hours and to provide full cooperation and any requested documentation to the TERO staff member performing the monitor visit. The Contractor shall provide the TERO with a Core Crew List for this project before work begins.

ENFORCEMENT AND REMEDIES

Any employer, contractor, or subcontractor, who violates any part of this agreement, shall be subject to the remedies set forth in Section 28, title 40 §1061 of the Cherokee Nation TERO act.

By executing this document, I hereby submit to the jurisdiction of the Cherokee Nation Courts.

For the Contractor:

For TERO:

Signature

Signature

Title

Title

Date

Date

Address

E-mail

Phone #

Jobsite Contact



CORE CREW/Project Workers list
For Cherokee Nation Construction Projects
TERO



Contractor: Sub Contractor:
 TERO: yes no TERO: yes no
 Project Name: Location:
 Phone # email :

Core Crew	Name	Position	ID # <small>TERO use only</small>	Native American(y/n)
As defined in Legislative Act 01-14, section 4, E		owner		
		Project Manager		
		Supervisor		
Project Crew				

Contractor Signature:
 Estimated start date:

TERO Staff Signature _____

Cherokee Nation
Tribal Employment Rights Office
Project Labor Fees

Name of Contractor or Sub Contractor		Business Contact									
		Address									
		Phone									
		E-mail									
For Week Ending			Project Name & Location								
(1.) Name of individual and position	(2.) Indian/ Cherokee	(3.) Non	(4.) Day and Date worked							(5.) Total Days Worked	(6.) Total Fees
			Mon	Tue	Wed	Thru	Fri	Sat	Sun		
(7.)										TOTAL \$	

I, _____ do hereby state that the above listed individuals worked on the _____ project during the period commencing on _____ and ending on _____

During this period _____ employed _____ 0 Natives
and _____ 0 Non-Native on said job site.

With a total number of days worked by non-Indians is _____ 0

Signature Title Date

List Compliance Officer _____ Jared Davis _____



Bid Form

CONTENTS OF PROPOSAL

Contents of a Responsive Bid:

The following must be included in your bid submission to be considered responsive.

- Executed Bid Form (found within this document)
- 3 Executed Affidavits (Business Relationship, Non-Collusion, Certificate of Eligibility)
- Copy of TERO certificate (front and back) to receive native preference
- If submitting electronically, combine these items into one file and name it "Bid Package #__ - Contractor X"

Please label all bid packages with the following information:

Company Name

Bid Package

Project Name

Bid Date and Bid Time

Gentlemen:

The undersigned bidder, having carefully read and examined the Bidding Requirements, the Conditions of the Contract, Construction Drawings and Specifications, Instructions to Bidders, and being completely familiar with conditions relative to construction of the bid package of the project, including the availability of material, labor, and equipment, hereby proposes to fully and satisfactorily complete applicable portions of the bid package for the price stated below, which covers all expenses for labor, applicable taxes and materials required to complete the aforementioned work in strict conformance with the construction documents prepared by **Blue River Architects** and in complete accord with state and local requirements relating hereto.

BID PROPOSAL FORM:

Bid Package #: _____ (Fill in blank)

If proposing on multiple packages, list all package numbers above, and indicate on the bid form a lump sum amount for each package along with a combination amount for all packages.

Proposals for this project submitted on any other form will not be accepted.

- 1.00 DATE: _____
- 1.01 BIDDER: _____
- ADDRESS: _____
- PHONE: _____
- CONTACT: _____
- EMAIL: _____

1.02 PROJECT: **Crisis Shelter**

DELIVER TO:

**Cherokee Nation Financial Resources
 Attn: Shelly McClain
 17665 S Muskogee Ave
 Tahlequah, OK 74464**

1.03 AGREEMENT:

- A. This proposal shall remain valid for a period of **30** days.
- B. Alternate pricing shall remain valid for a period of **60** days.
- C. A sub-contractor's written warranty will be provided and remain in effect for a period of not less than **one (1)** year after the date of the project's substantial completion unless otherwise noted.
- D. Submittals, "As built" drawings, and close out documents are included as needed and outline in the project manual.
- E. Supervision and labor will be provided in a capacity to meet or improve the project schedule as determined by Maska Builders, LLC.

1.04 ACKNOWLEDGEMENTS:

This acknowledgement is and shall be considered a part of the contract documents and modifies the original bidding documents. Failure to include this document with your sealed bid may subject the bidder to disqualification.

- A. Construction documents dated **03-14-2025** for the above-mentioned project have been received and examined. _____ (yes/no).
- B. **Architects/Engineers & Construction Manager** Clarification and Addenda have been received and all costs associated with said addenda are included.

a. AE Addenda & Date	CM Addenda & Date

- C. We have inspected the project site and existing conditions for the proposed work. _____ (yes/no).

1.05 COST PROPOSAL (**LUMP SUM**)

A. Base bid: I (We) propose to furnish all labor, supervision, materials, equipment and services described in the bidding documents for the Lump Sum of:

BASE BID:

Alternates: The following amounts shall be added to or deducted from the bid amount. Refer to section 012300 – Alternates.

Alternates 1 & 2 – Previous bid packages

Alternate #3 add/(deduct): \$ _____

Alternate #4 add/(deduct): \$ _____

Alternate #5 add/(deduct): \$ _____

Alternate #6 add/(deduct): \$ _____

Alternate #7 add/(deduct): \$ _____

Alternate #8 add/(deduct): \$ _____

Alternate #9 add/(deduct): \$ _____

Alternate #10 add/(deduct): \$ _____

Alternate #11 add/(deduct): \$ _____

VALUE
ENGINEERING
IDEAS W/
ANTICIPATED
SAVINGS

Corporate Seal

Firm: _____

BY: _____

Title: _____

Date: _____

The base bid sum includes all transportation charges, and if this is accepted, we will execute a formal contract completely consistent with the provisions of the proposal form and all contract documents referred to here.

Attachment A

(Affidavits)

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF _____) ss

_____, of lawful age, being first duly sworn, on oath says:

- 1. (s)he is the duly sworn authorized agent of _____ the bidder submitting the competitive bid which is attached to this statement.
- 2. Affiant states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party to the project, is as follows:

(If none, so state)

- 3. and, any such business relationship then in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project, is as follows:

(If none, so state)

- 4. and, the names of all persons having any such business relationships and the positions they hold with their respective companies or firms, is as follows:

(If none, so state)

If none of the business relationships hereinabove mentioned exist, then a statement to that effect.

Signed by: _____
Bidder

(printed name and title)

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

Notary Public (or Clerk or Judge)

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF _____) ss

_____, of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly sworn authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as fact pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; and
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signed by: _____
Bidder

(printed name and title)

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

Notary Public (or Clerk or Judge)

Certificate of Eligibility Affidavit

State of _____,)

County of _____,)

The undersigned Bidder _____, of lawful age, being first duly sworn, on oath states: I have not been suspended or disbarred from doing business with any Federal, State or Local agency.

Signed by: _____
Bidder

(printed name and title)

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

Notary Public (or Clerk or Judge)



NATIVE AMERICAN ENTERPRISE

Subcontractor Bid Packages



Bid Package 3A: Building & Site Concrete

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	033000 – Cast-In-Place Concrete
Division 01 – General Requirements	033511 – Concrete Floor Finishes
030516 – Under-slab Vapor Barrier	313116 – Termite Control
031000 – Concrete Forming and Accessories	321313 – Concrete Paving
032000 – Concrete Reinforcing	321373 – Concrete Paving Joint Sealants

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Provide pricing for alternates 3, 4, 7, 9, 10, & 11.
- 5) Provide and install all joint sealants related to the concrete joints/expansion joints.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. The subcontractor is to include all concrete foundations, piers (include basis of bid for pier depths as shown in pier schedule), grade beams, footings, spot footings, spread footings, void forms, concrete stem walls, vapor barrier, granular fill, slabs on grade, elevated concrete slabs, normal weight concrete roof decks, concrete steps, cast in place seats, steel stair pan infill, concrete ramps, concrete housekeeping pads (within building), concrete curing, concrete beams, perimeter insulation, and, saw cutting.
 - b. Ensure compliance with ACI 301, ACI 318, ASTM, IBC, and local building codes.
 - c. Submit shop drawings, concrete mix designs, test reports, and product submittals for approval.
 - d. Coordinate installation with the Construction Manager, structural engineers, and other trades to ensure proper integration with reinforcement, formwork, and adjacent systems.
 - e. Provide all necessary tools, equipment, formwork, and accessories to complete the work.
 - f. Soil treatment for termite control is to be included in the subcontract.
 - g. The subcontractor is to properly dispose of spoils and other waste per the contract documents & local municipality requirements. Include all fees and/or permits required for proper waste removal. Removal of spoils created by this subcontract from the site to be done immediately, no onsite storage of spoils unless approved by the Construction Manager.
 - h. Provide all batter boards and layout for this work. The subcontractor shall have building corners established by a surveying company; Construction Manager to approve layout.
 - i. The Subcontractor shall clean up and dispose of all excess concrete and waste as directed by Construction Manager to onsite designated concrete disposal area. At the end of the concrete work the excess concrete spoils shall be removed from the site by this subcontract.
 - j. Clean-up of all concrete “splatters” on masonry, structural steel, and other finished products to be the responsibility of this subcontract.
 - k. Grouting of all columns base plates as well as furnishing and installing all isolation joint felt shall be performed by this subcontract.
 - l. Provide temporary fencing at all open excavations not to be immediately poured.
 - m. Protect all openings in floor decks with plywood spray painted with “hole” secured to slab.
 - n. Work shall include backfill of all footings, grade beams, pads, foundations, and miscellaneous concrete structures as required, to provide finished sub-grade elevations ready for slabs-on-grades or finish grading.
 - o. Pointing, rubbing, and finishing as required to provide a complete and finished product to be included in this subcontract.
 - p. The subcontractor shall follow all cold/hot weather placement and protection procedures required by the Work provided under this subcontract, the project schedule, or as directed by the Construction Manager. Ice, hot water, admixtures required for any hot/cold weather concrete pours shall be included in this subcontract.

- q. All curing compound, water-stop, and keyways as required by the Contract Documents to be included with this subcontract. All curing compounds to be approved by the Construction Manager prior to use and coordinated with all floor coverings to ensure compatibility.
 - r. Provide and install all perimeter rigid foundation insulation per Architectural and/or Structural details.
- 2) Formwork & Accessories
 - a. Furnish and install concrete formwork, shoring, and bracing to required dimensions and structural requirements.
 - b. Provide form liners, chamfer strips, and edge forms if required by the contract documents.
 - c. Install temporary openings and embedded items as required for MEP penetrations.
 - d. Remove formwork at appropriate curing stages to prevent damage.
 - 3) Reinforcement Installation
 - a. Furnish and install reinforcing steel, welded wire mesh, and dowels per structural drawings.
 - b. Ensure proper positioning and spacing of reinforcement per ACI 318 and project specifications.
 - c. Provide and install mechanical couplers, bar supports, and tie wires as required.
 - d. Coordinate placement of embedded anchor bolts, inserts, and connections.
 - 4) Concrete Placement & Finishing
 - a. Furnish and install all concrete per approved mix designs.
 - b. Ensure proper concrete consolidation using vibration techniques to eliminate voids.
 - c. Screed and finish concrete to required flatness and levelness tolerances (FF/FL values)
 - d. Provide the specified surface finish, including broom finish or troweled finish as required.
 - e. Install control joints, construction joints, and expansion joints at required locations.
 - 5) Slab-On-Grade & Elevated Slabs
 - a. Ensure subgrade preparation and compaction meet design requirements before placement.
 - b. Install vapor barriers and insulation where required.
 - c. Pour and finish concrete slabs to meet specified tolerances for thickness, levelness, and flatness.
 - d. Include all slab-on-grade granular fill, granular sub-base, geofoam, specified vapor barriers or approved alternate, steel reinforcing, rebar, wire mesh, thickened footings and slabs, keyed construction joints, chairs, supports, slab dowels, expansion materials, keyways, saw-cutting, or any other accessories as required for this scope to provide a complete system.
 - 6) Concrete Curing & Protection
 - a. Apply curing compounds, wet curing methods, or plastic sheeting as specified.
 - b. Ensure concrete is protected from extreme temperatures, premature drying, and mechanical damage.
 - c. Maintain proper moisture and temperature conditions for curing per ACI 308.
 - 7) Installation of Miscellaneous Concrete Items
 - a. Furnish and install equipment pads, housekeeping pads, and curbs.
 - b. Provide stair fill, ramp finishes, and decorative concrete elements if specified.
 - 8) Site Concrete & Exterior Work
 - a. Furnish and install sidewalks, curbs, gutters, and site concrete paving.
 - b. Install drainage channels as shown on the Contract Documents.
 - c. Include all monument sign bases if shown on the Contract Documents.
 - d. Include all mow strips if shown on the contract documents.
 - e. Include all light pole bases.
 - f. Include cushion/aggregate base under all sidewalks.
 - g. Install provided pipe bollards per detail at locations shown, if any, within the building and site.
 - h. Ensure proper expansion joint installation and finishing for durability.
 - 9) This subcontract is intended to be all inclusive of labor and equipment required for the scope of work.
 - 10) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
 - 11) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
 - 12) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
 - 13) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
 - 14) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.

- 15) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 16) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 17) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 18) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 19) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Precast concrete
- 2) Masonry rebar and masonry fill
- 3) Flagpole bases
- 4) Storm sewer headwalls and end walls
- 5) Waterproofing
- 6) Fence foundations
- 7) Testing

Add/Deduct Alternates:

- A. Alternate 3: Fire Pit.
 - a. Base Bid: Sod area on east of covered patio.
 - b. Alternate Item: Fire pit with concrete walk, concrete columns, pre-engineered metal roof, and benches.
- B. Alternate 4: Entrance Element.
 - a. Base Bid: Concrete Sidewalks, landscape, and benches only.
 - b. Alternate Item: Entrance element as designed and indicated on drawings
 - c. Refer to A403 and structural drawings.
- C. Alternate 7: Sidewalks.
 - a. Base Bid: Only concrete landings at exits, the front sidewalk at the main entry to the parking, and the sidewalk to from the west parking to the west entrance at the offices.
 - b. Alternate Item: All remaining sidewalks surrounding the building, the sidewalk along Keetoowah, and the walk around the .
 - c. Refer to AS101 and civil drawings.
- D. Alternate 8: Exterior metal storage cover south of Kitchen wing.
 - a. Base Bid: Fenced area only without a metal canopy cover.
 - b. Alternate Item: Pre-engineered, Pref-finished metal canopy per drawings. See A111.
- E. Alternate 9: Generator.
 - a. Base Bid: Future Generator in courtyard between kitchen and office wing. Provide sleeves under slab for lines running from generator to transfer switch
 - b. Alternate Item: Provide new generator in cou.
 - c. Refer to Sheet ES101 and GS100.
- F. Alternate 10: Freestanding Sign.
 - a. Base Bid: No Freestanding sign south of building.
 - b. Alternate Item: Provide freestanding sign with illuminated letters per drawings
 - c. Refer to A202
- G. Alternate No. 11: Dock Leveler
 - a. Base Bid Item: Provide recessed dock leveler per A561.
 - b. Alternate Item: Provide concrete dock with upper slab continuing to dock face wall.

Bid Package 4A: Masonry

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	047200 – Cast Stone Masonry
Division 01 – General Requirements	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Provide pricing for alternates 3, 4, & 10.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Provide and install all masonry units as listed on the project including, but not limited to, CMU, brick veneer, stone, cast stone, split-faced, burnished block, glass block, ribbed block, special shaped blocks, utility brick, textured block, and ground faced block.
- 2) Furnish and install all masonry reinforcements, rebar, joint reinforcements, bracing and anchorages. Bracing design to be in accordance with manufacturers best practices.
- 3) The subcontractor shall provide shop drawings, if required, showing details of work not detailed on the construction drawings.
- 4) The subcontractor is responsible for all mortar, grout, colored mortar, and grout fill. The subcontractor is to comply with all requirements of the specifications.
- 5) The subcontractor is to supply and install all associated flashings relative to this scope or integral to the work of this subcontract as specified in the Sheet Metal Flashings and Trim specification section.
- 6) The subcontractor shall include installation of lintels and loose lintels provided by others.
- 7) The subcontractor shall include the setting and proper bracing of hollow metal door frames, windows, or opening/cased frames within Masonry. The Construction Manager must approve any dimpling of frames.
- 8) Supply and install all ties, anchorages, weeps and vents, control joints, drainage fabric, integral water repellents, bracing, fasteners, and other masonry accessories.
- 9) Provide and install all sheet waterproofing and below grade waterproofing on all unit masonry faces as required by the Contract Documents.
- 10) Include all rigid insulation associated with the masonry scope of work.
- 11) Include the application of brick sealers, as it relates to this scope of work and as required by the Contract Documents.
- 12) Install all miscellaneous metals associated with the masonry application. Layout, install, grout, and place all bearing plates, lintels, brick relief angles, and other embeds into work.
- 13) This scope is inclusive of all masonry on the project. Should there be masonry applications at locations other than the main building or main scope of work, it will be this subcontract’s responsibility (I.e., monument signs, dumpster enclosures etc.)
- 14) The subcontractor is to furnish and install all expansion joints and expansion joint cover assemblies in masonry work, as necessary.
- 15) Washing procedures, methods, and timing must be approved by the Construction Manager prior to commencing work. Approval may also be necessary from the architect. Soap masonry units around all structures and as required by Construction Manager. and/or Contract Documents.
- 16) Daily cleanup, removal of all trash, debris, and excess materials to dumpster (dumpster by Construction Manager). Mason must remove all bulk waste, e.g., block, brick, sand, etc. from the site.
- 17) The subcontractor is responsible for supplying, installing, and maintaining all barricades necessary for openings associated with this scope of work.
- 18) The subcontractor shall provide any hot and cold-weather protection required by the Work provided under this subcontract, the project schedule, or as directed by the Construction Manager. Include covering up of open walls for protection of rain and washout, or heating of mortar, if cold-weather requirements are deemed necessary. Weather Protection of stored materials and finished work to be included in this subcontract as well as protection of all windows, frames, and all surroundings.
- 19) All layout, staking, grades, and elevations as required by the work provided by this subcontract, including embeds (all anchors).
- 20) Provide all rubbing, tuck-pointing, and cleanup. All masonry should be rubbed, pointed, and cleaned immediately after the wall is completed or as directed by the Construction Manager.

- 21) Subcontractor shall participate in pre-Installation meeting, with mandatory attendance by subcontractor's field, and office personnel.
- 22) Detailed coordination with window installations is a requirement of this subcontract.
- 23) Construct, dry pack, and grout all joist pockets.
- 24) Include cleanup of all waste and excess materials from inside chases. Protect mechanical and electrical piping, boxes, carriers, and fixtures.
- 25) Coordination of hose bibs, exterior receptacles, FDC's, Knox boxes, Fire Alarm, Security Cameras, and any other items by other trades to be installed in the masonry work to be coordinated by this subcontract.
- 26) Include cleaning and prepping footings (as required) prior to start of masonry work.
- 27) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
- 28) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
- 29) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 30) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 31) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 32) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 33) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 34) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 35) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 36) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Precast concrete
- 2) Manufactured stone masonry
- 3) Adhered masonry veneers
- 4) Testing

Add/Deduct Alternates:

- A. Alternate 3: Fire Pit.
 - a. Base Bid: Sod area on east of covered patio.
 - b. Alternate Item: Fire pit with concrete walk, concrete columns, pre-engineered metal roof, and benches.
- B. Alternate 4: Entrance Element.
 - a. Base Bid: Concrete Sidewalks, landscape, and benches only.
 - b. Alternate Item: Entrance element as designed and indicated on drawings
 - c. Refer to A403 and structural drawings.
- C. Alternate 10: Freestanding Sign.
 - a. Base Bid: No Freestanding sign south of building.
 - b. Alternate Item: Provide freestanding sign with illuminated letters per drawings
 - c. Refer to A202

Bid Package 4B: Adhered Stone Masonry

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
047200 – Cast Stone Masonry	047300 – Manufactured Stone Masonry
071400 – Fluid-Applied Waterproofing	072700 – Air Barriers
076200 – Sheet Metal Flashing and Trim	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Provide pricing for alternates 3, 4, & 10.
- 5) Include the rigid insulation behind the stone veneer.
- 6) Include the fluid applied vapor behind the stone veneer.
- 7) Include air barrier behind the stone veneer.
- 8) Include prefinished continuous metal flashing as shown in the contract documents.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install adhered stone masonry veneer per contract documents and manufacturer specifications.
 - b. Ensure compliance with ASTM C1780, ICC-ES AC511, NCMA AMSV guidelines, and local building codes.
 - c. Coordinate installation with the Construction Manager and other trades to ensure proper substrate and drainage conditions.
 - d. Provide all necessary tools, equipment, fasteners, and installation hardware for a complete system.
 - e. Provide the means for installation during cold weather if necessary.
- 2) Substrate Preparation & Water-Resistive Barrier
 - a. Verify that sheathing, concrete, or masonry substrates are clean, dry, and structurally sound before installation.
 - b. Furnish and install water-resistive barriers (WRBs) and flashing systems as required.
 - c. Ensure proper lapping and integration of WRBs with flashing systems to prevent moisture intrusion.
 - d. Provide bonding agents or primers where required for direct applications to masonry or concrete surfaces.
- 3) Metal Lath & Rainscreen Drainage System
 - a. Furnish and install diamond mesh metal lath per ASTM C847 and ASTM C1063 standards.
 - b. Install rainscreen drainage mats to allow for moisture management behind adhered stone veneer.
 - c. Secure all lath and drainage material with appropriate fasteners and attachment methods.
- 4) Mortar & Scratch Coat Application
 - a. Apply scratch coat mortar (ASTM C926) over metal lath to a minimum thickness of ½ inch.
 - b. Ensure proper surface scoring to enhance mortar adhesion.
 - c. Mist the scratch coat with water before installing stone veneer to prevent premature drying.
- 5) Adhered Stone Masonry Veneer Installation
 - a. Furnish and install manufactured stone veneer per manufacturer specifications.
 - b. Apply cementitious setting mortar (ASTM C1714 Type S or N) to back of stone and press firmly into place.
 - c. Ensure proper stone spacing, orientation, and randomization to achieve natural appearance.
 - d. Install trim stones at windows, doors, and wall openings per project drawings.
 - e. Provide concave mortar joints where required, ensuring a uniform finish.
 - f. Furnish and install control and expansion joints per architectural drawings and ASTM standards.
- 6) Flashing & Weep Systems
 - a. Furnish and install masonry flashing systems to divert water away from building assemblies.
 - b. Ensure weep screeds and drip edges are properly integrated with the water-resistive barrier.
 - c. Overlap all flashing a minimum of 6 inches and seal joints watertight.
- 7) Cleaning & Protection
 - a. Remove excess mortar and mortar smears from stone veneer as work progresses.
 - b. Clean all soiled surfaces using manufacturer-approved non-acidic cleaning solutions.
 - c. Protect installed veneer from weather exposure, excessive moisture, and construction damage until fully cured.
- 8) Installation & Coordination
 - a. Attend pre-installation meeting with the Construction Manager's personnel before starting work.
 - b. Verify layout, control joint placement, and substrate preparation before starting work.

- c. Coordinate with window, door, and waterproofing trades to ensure seamless integration.
 - d. Ensure proper clearances around penetrations, electrical outlets, and mechanical equipment.
- 9) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
 - 10) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
 - 11) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
 - 12) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
 - 13) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
 - 14) The subcontractor shall include any dewatering as necessary to perform scope of work.
 - 15) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
 - 16) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
 - 17) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
 - 18) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Precast concrete
- 2) Brick masonry
- 3) Concrete Masonry Units
- 4) Natural Stone Masonry Units
- 5) Sheathing
- 6) Testing

Add/Deduct Alternates:

- A. Alternate 3: Fire Pit.
 - a. Base Bid: Sod area on east of covered patio.
 - b. Alternate Item: Fire pit with concrete walk, concrete columns, pre-engineered metal roof, and benches.
- B. Alternate 4: Entrance Element.
 - a. Base Bid: Concrete Sidewalks, landscape, and benches only.
 - b. Alternate Item: Entrance element as designed and indicated on drawings
 - c. Refer to A403 and structural drawings.
- C. Alternate 10: Freestanding Sign.
 - a. Base Bid: No Freestanding sign south of building.
 - b. Alternate Item: Provide freestanding sign with illuminated letters per drawings
 - c. Refer to A202

Bid Package 5A: Structural Steel

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	055133 – Metal Ladders
Division 01 – General Requirements	055213 – Pipe and Tube Railings
051200 – Structural Steel Framing	323120 – Steel Privacy Gates
055100 – Metal Stairs	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Provide pricing for alternate 4.
- 5) Provide all steel posts, gates frames, hardware, drop rods, and slide bolt latches for the dumpster enclosure.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install all structural steel, including beams, columns, bracing, and connections, per contract documents and applicable codes.
 - b. Submit shop drawings, mill test reports, welding certifications, and material submittals for approval.
 - c. Coordinate installation with the Construction Manager, structural engineers, and other trades to ensure proper integration with concrete, MEP systems, and adjacent structures.
 - d. Provide all necessary tools, equipment, fasteners, and safety measures to complete the structural steel work.
- 2) Structural Steel Supply & Fabrication
 - a. Furnish and deliver fabricated structural steel components, including:
 - i. Wide flange beams, columns, and braces.
 - ii. Steel trusses, girders, and joists.
 - iii. Base plates, anchor bolts, and embeds (FOB).
 - iv. Structural steel framing for canopies, mezzanines, and platforms.
 - v. Structural steel supports for mechanical and electrical equipment.
 - b. Ensure all steel is fabricated in accordance with AISC and ASTM specifications.
 - c. Provide shop-applied primer or specified coatings per contract requirements.
- 3) Structural Steel Erection
 - a. Erect and install all structural steel members, ensuring proper placement per structural drawings.
 - b. Align, plumb, and bolt or weld steel components per AISC tolerances.
 - c. Provide and install temporary bracing and shoring as required for structural stability.
 - d. Install steel framing connections, including moment connections, shear tabs, and gusset plates.
 - e. Ensure proper torquing of bolts and field welding in accordance with AWS D1.1 standards.
 - f. Remove temporary erection aids only after final connections have been secured.
- 4) Metal Decking & Floor System Installation
 - a. Furnish and install steel floor and roof decking, ensuring proper fastener spacing and alignment.
 - b. Provide deck closure strips, pour stops, and edge angles as required.
 - c. Coordinate with the concrete subcontractor for slab pours over metal decking.
 - d. Ensure all metal decking meets SDI (Steel Deck Institute) standards.
- 5) Stairs, Railings, & Miscellaneous Steel
 - a. Furnish and install structural steel stairs, handrails, and guardrails.
 - b. Provide and install ladder systems, platforms, and catwalks as required.
 - c. Install miscellaneous metal fabrications, including bollards (FOB), lintels (FOB), and steel supports.
- 6) Welding, Bolting, & Connections
 - a. Perform all field welding and bolted connections per AWS and AISC standards.
 - b. Ensure proper weld inspections, non-destructive testing (NDT), and quality control where required.

- c. Provide preheating and post-weld treatments if specified for high-strength steel.
 - d. Install expansion joints and thermal movement accommodations where required.
- 7) Safety & Compliance
 - a. Comply with OSHA 1926 Subpart R (Steel Erection) and site-specific safety requirements.
 - b. Provide fall protection systems, safety cables, and tie-off points as needed during erection.
 - c. Ensure proper rigging and crane operation safety measures.
 - d. Conduct daily pre-lift meetings and inspections of all hoisting equipment.
 - 8) The shipment shall be properly bundled, packaged, and palletized. Subcontractor shall furnish adequate dunnage for on-site storage. Material shall be free and clean from dirt before, during, and after erection.
 - 9) Deliver shortages of fabricator errors within 24 hours of notification.
 - 10) Furnish, install, and maintain while on site all safety cable handrails required for the scope of work of this bid package for the duration of this bid package scope of work.
 - 11) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
 - 12) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
 - 13) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
 - 14) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
 - 15) The subcontractor shall include any dewatering as necessary to perform scope of work.
 - 16) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
 - 17) The subcontractor to include all permits applicable to scope of work as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
 - 18) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
 - 19) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Painting
- 2) Precast Concrete
- 3) Cold-Formed Metal Framing
- 4) PEMB
- 5) FOB Item install
- 6) Fireproofing

Add/Deduct Alternates:

- A. Alternate 4: Entrance Element.
 - a. Base Bid: Concrete Sidewalks, landscape, and benches only.
 - b. Alternate Item: Entrance element as designed and indicated on drawings
 - c. Refer to A403 and structural drawings.

Bid Package 6A: Architectural Woodwork

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
061000 – Rough Carpentry	064100 – Architectural Woodwork
123200 – Manufactured Wood Casework	123600 – Countertops

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) The subcontractor is to furnish and install all standing trim, running trim, flush wood paneling and wainscots, panel molds, base molds, wood caps, wood cabinets, casings, wood chair rail, plastic laminate countertops, and solid surfacing for all architectural woodwork found in the Contract Documents.
- 2) Include all wood chair rails, wood base, solid surfacing, hardware, locks, grommets, furring, shimming, anchors, and caulking of all woodwork.
- 3) Provide all labor, material and equipment required to install all interior architectural woodwork, plastic paneling, Marlite paneling, 3-Form panels, solid surfacing, plastic laminate, quartz, Corian, epoxy resin countertops, backsplashes, manufactured casework, wainscot, and wood veneer paneling for a complete and finished interior architectural woodwork system.
- 4) The subcontractor to include wood railings along with all wood caps, plywood backing, trims and closures at stairs and railings.
- 5) Include all wood trim or framing components.
- 6) Include all fixed booth seating, booth dividers and wood trellis work.
- 7) Include all wood fascia, beadboard, soffits, polyurethane brackets, wood paneling, wood trim, wood doors and window shelves and supports.
- 8) Include all manufactured wood casework, wood faced casework, plastic laminate faced casework, thermoset decorative panels, edge banding, solid surfacing, caulking of all work to adjacent surfaces and materials, hardware, accessories, countertops, wall shelving and supports.
- 9) Include all modesty panels, solid surface countertops and windowsills as identified in the contract documents.
- 10) Include all countertops and surfaces including all backsplashes, end splashes, and any inserts or clips required for undermount sinks and bowls. Include all metal countertop support brackets.
- 11) Include all transaction tops including all standoffs, support, and anchors.
- 12) Provide and make ready cabinets for electrical, telephone, mechanical, or plumbing equipment, as may be noted on the contract documents. Drill holes and provide grommets as required for electrical and plumbing.
- 13) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 14) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 15) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 16) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 17) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 18) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 19) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.

- 20) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 21) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Field Finishing
- 2) In wall blocking

Add/Deduct Alternates:

- A. None

Bid Package 7A: Roofing Systems

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
061000 – Rough Carpentry	072100 – Thermal Insulation
073113 – Asphalt Shingles	075400 – Thermoplastic Membrane Roofing
076200 – Sheet Metal Flashing and Trim	077100 – Roof Specialties
077123 – Manufactured Gutters and Downspouts	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Provide pricing for alternate 4.
- 5) Include fascia blocking as detailed on G, F, E, & D/A403.
- 6) Coordinate with site contractor for downspout boot connection.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install complete roofing systems, including all required roof blocking and roof specialties, per contract documents, manufacturer specifications, and applicable building codes.
 - b. Ensure compliance with IBC, NRCA (National Roofing Contractors Association), FM Global, and local roofing codes.
 - c. Submit shop drawings, product submittals, and manufacturer specifications for approval.
 - d. Coordinate installation with Construction Manager, mechanical, electrical, plumbing (MEP), and other trades to prevent conflicts.
 - e. Provide all necessary tools, equipment, fasteners, adhesives, and safety measures to complete the roofing installation.
- 2) Roof Preparation, Blocking & Underlayment
 - a. Verify that the roof deck is clean, dry, and properly prepared before installation.
 - b. Furnish and install roof blocking at parapet walls, curbs, roof edges, expansion joints, and equipment supports.
 - c. Provide blocking for mechanical unit curbs, skylights, access hatches, and other roof-mounted equipment.
 - d. Install wood blocking for perimeter metal flashing, copings, and roof transitions.
 - e. Ensure all blocking is securely fastened to the roof deck or structure and meets wind uplift requirements.
 - f. Install roof insulation, vapor barriers, and underlayment systems as required.
 - g. Ensure proper fastening, adhesion, and staggered insulation layout to meet energy code and wind uplift requirements.
 - h. Provide tapered insulation systems where required for proper drainage.
- 3) Roofing System Installation
 - a. Furnish and install all required roofing materials, including:
 - i. Single-ply membranes (TPO, PVC, EPDM)
 - ii. Built-up roofing (BUR) and modified bitumen systems
 - iii. Metal roofing (standing seam, R-panel, or insulated metal panels)
 - iv. Asphalt shingles, clay tile, or slate roofing
 - v. Spray-applied or liquid-applied roofing systems
 - b. Ensure proper overlaps, fastener placement, and adhesive bonding per manufacturer specifications.
 - c. Install flashing, edge metal, termination bars, and expansion joints for a complete, watertight system.
 - d. Provide and install walk pads or pavers where specified for rooftop access.
- 4) Flashing, Sheet Metal & Waterproofing
 - a. Furnish and install all sheet metal flashings, coping caps, and perimeter edge details.
 - b. Install roof-to-wall transitions, curbs, and penetration flashings for a watertight seal.
 - c. Provide and install expansion joints and control joints where required.
 - d. Ensure all roof penetrations, drains, and mechanical curbs are properly flashed and sealed.
 - e. Apply sealants, termination bars, and counterflashing as required.
- 5) Roof Drainage & Gutter Systems

- a. Furnish and install all roof drains, scuppers, and overflow drainage systems.
 - b. Provide and install gutters, downspouts, and leader heads where required.
 - c. Ensure proper slope and drainage pathways to prevent ponding water.
 - d. Secure all gutter and downspout systems to meet wind load and impact resistance requirements.
- 6) Roof Specialties (Snow Guards, Roof Hatches, and Accessories)
- a. Furnish and install snow retention systems, including snow guards, snow rails, and bar-style snow fences.
 - b. Install roof hatches for controlled roof access, ensuring proper insulation and waterproofing.
 - c. Provide and install roof vents, attic vents, and exhaust hoods as specified.
 - d. Furnish and install lightning protection systems, anchor points, and tie-offs where required.
 - e. Ensure proper sealing, fastening, and reinforcement for all roof specialty items.
- 7) Installation & Coordination
- a. Verify roof dimensions, slopes, and penetrations before starting work.
 - b. Coordinate with MEP trades, structural steel, and façade contractors to prevent conflicts.
 - c. Ensure all installations meet wind uplift resistance, thermal movement, and drainage requirements.
 - d. Install roofing in a sequenced manner to minimize exposure to weather conditions.
 - e. Provide temporary weather protection during installation to prevent interior damage.
- 8) Safety & Quality Control
- a. Comply with OSHA fall protection requirements, including guardrails, tie-offs, and safety monitoring.
 - b. Inspect all roofing materials upon delivery to ensure they meet project requirements.
 - c. Ensure proper adhesion, fastening, and waterproofing details per manufacturer specifications.
 - d. Perform flood testing (if required) to confirm a watertight installation.
 - e. Coordinate manufacturer's final inspection and warranty issuance.
- 9) This subcontract is intended to be all inclusive of labor and equipment required for the scope of work.
- 10) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
- 11) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
- 12) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 13) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 14) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 15) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 16) The subcontractor to include all permits applicable to scope of work, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 17) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 18) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Steel decking
- 2) Skylights
- 3) Mechanical curbs

Add/Deduct Alternates:

- A. Alternate 4: Entrance Element.
 - a. Base Bid: Concrete Sidewalks, landscape, and benches only.
 - b. Alternate Item: Entrance element as designed and indicated on drawings
 - c. Refer to A403 and structural drawings.

Bid Package 7C: EIFS

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
071400 – Fluid-Applied Waterproofing	072400 – Exterior Insulation and Finish Systems
072500 – Weather Barriers	076200 – Sheet Metal Flashing and Trim

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Include prefinished metal flashing behind EIFS.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install a complete EIFS system, including weather barriers, fluid-applied vapor barriers, insulation, base coat, reinforcing mesh, and finish coat, per contract documents and manufacturer specifications.
 - b. Ensure compliance with ASTM, IBC, EIMA (EIFS Industry Members Association), and local building codes.
 - c. Submit product submittals, finish samples, and system details for approval.
 - d. Coordinate installation with the Construction Manager and other trades to ensure proper substrate preparation and detailing.
 - e. Provide all necessary tools, equipment, adhesives, fasteners, and accessories for a complete EIFS installation.
- 2) Weather Barrier & Fluid-Applied Vapor Barrier Installation
 - a. Furnish and install fluid-applied air and vapor barrier membranes per manufacturer specifications.
 - b. Ensure proper tie-ins at all window openings, doors, and penetrations.
 - c. Apply reinforced transition membranes at corners, control joints, and terminations.
 - d. Coordinate with adjacent trades to maintain continuous air barrier integrity.
 - e. Perform adhesion testing and moisture testing as required by project specifications.
- 3) Substrate Preparation & Attachment Systems
 - a. Verify that sheathing, masonry, or concrete substrates are clean, dry, and properly installed before EIFS application.
 - b. Ensure compatibility with water-resistive barriers (WRBs), air barriers, and drainage systems.
 - c. Furnish and install substrate primers, adhesives, and mechanical fasteners where required.
 - d. Coordinate with other trades to prevent conflicts at penetrations, expansion joints, and terminations.
- 4) EIFS Insulation Board Installation
 - a. Furnish and install expanded polystyrene (EPS) or other specified insulation boards.
 - b. Attach insulation boards using approved adhesives or mechanical fasteners.
 - c. Ensure proper board layout, staggered joints, and foam rasping for a uniform surface.
 - d. Provide flame-resistant insulation boards where required by code.
- 5) Reinforcing Mesh & Base Coat Application
 - a. Furnish and install reinforcing fiberglass mesh per system requirements.
 - b. Apply base coat over insulation boards to embed reinforcing mesh.
 - c. Provide additional layers of reinforcing mesh at corners, high-impact areas, and control joints.
 - d. Ensure proper thickness and smoothness of base coat before applying the finish coat.
- 6) EIFS Finish Coat Application
 - a. Furnish and install synthetic or acrylic EIFS finish coats in approved textures and colors.
 - b. Ensure consistent texture and uniform color blending.
 - c. Coordinate with the architectural team for custom finishes or decorative trim.
- 7) Expansion Joints, Flashing, & Weatherproofing
 - a. Furnish and install expansion joints, control joints, and termination details per contract documents.
 - b. Integrate EIFS with adjacent waterproofing, window systems, and flashings to maintain a weather-resistant envelope.
 - c. Provide drip edges, weep screeds, and sealant joints at transitions.
- 8) Installation of Accessories & Specialty Items

- a. Furnish and install EIFS foam shapes, moldings, and decorative trims if specified.
 - b. Provide and install EIFS-compatible sealants at penetrations, joints, and transitions.
 - c. Ensure proper coordination with signage, lighting fixtures, and mechanical wall penetrations.
- 9) Installation & Coordination
- a. Verify control joint placement, flashing integration, and drainage path continuity before starting work.
 - b. Coordinate with window, door, and waterproofing trades to ensure proper integration.
 - c. Ensure proper clearances around penetrations, electrical outlets, and mechanical vents.
 - d. Work with the Construction Manager and architectural team to maintain design intent and quality control.
- 10) This subcontract is intended to be all inclusive of labor and equipment required for the scope of work.
- 11) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
- 12) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
- 13) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 14) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 15) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 16) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 17) The subcontractor to include all permits applicable to scope of work, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 18) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 19) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Framing
- 2) Sheathing
- 3) Caulking
- 4) Painting

Add/Deduct Alternates:

- A. None

Bid Package 8A: Doors, Frames, & Hardware Supply

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
081113 – Hollow Metal Doors and Frames	087100 – Door Hardware

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include all sales taxes.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Furnish all doors, frames, & hardware associated with the project aside from Aluminum doors & frames.
- 2) Furnish all doors including, but not limited to wood doors, hollow metal doors, steel doors, storm doors, & composite doors.
- 3) Furnish all frames including, but not limited to hollow metal, steel, storm, rated, hollow metal window frames, & hollow metal cased openings.
- 4) Furnish all hardware as listed in the hardware schedule. Include all hinges, pivots, lock and latch sets, push/pulls, exit devices, closers, overhead holders/stops, wall and floor stops/holders, flush bolts, gasketing, thresholds, protection plates, cylinders and keys, power supplies, electrified hardware, anchors, astragals, glazing stops, door silencers, and weather sealants.
- 5) Furnish all doors with construction cores to allow the building to be lockable during construction. Include final keying for all locks and cylinders to existing or new system.
- 6) Include pre-finishing of doors as specified.
- 7) All materials to be shipped FOB to the jobsite. Materials are to be unloaded and placed in a location as directed by the CM with dunnage included.
- 8) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary materials and coordination to fulfill the intent of the project specifications and drawings.
- 9) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager.
- 10) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 11) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 12) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Installation
- 2) Door hardware in aluminum frames/storefronts
- 3) Automatic entrances

Add/Deduct Alternates:

- A. None

Bid Package 8B: Aluminum Storefront, Glass & Glazing

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
084229 – Automatic Entrances	084313 – Aluminum-Framed Storefronts
085113 – Aluminum Windows	087100 – Door Hardware
088000 – Glazing	088300 – Mirrors

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Include all automatic entrances.
- 5) Include all door hardware as it relates to aluminum storefront doors.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install aluminum storefront systems, glass doors, curtain walls, glass kits in hollow metal and wood doors, and glazing components per contract documents and manufacturer specifications.
 - b. Ensure compliance with ASTM, AAMA, NFRC, IBC, ADA, and local building codes.
 - c. Submit shop drawings, structural calculations, product submittals, glass samples, and finish samples for approval.
 - d. Coordinate installation with the Construction Manager, waterproofing contractors, and other trades to ensure proper integration with adjacent systems.
 - e. Provide all necessary tools, equipment, sealants, fasteners, and installation accessories for a complete system.
- 2) Substrate Preparation & Attachment Systems
 - a. Verify that wall openings, concrete slabs, and framing systems are properly prepared before installation.
 - b. Ensure proper attachment methods, including anchoring to structural components per engineering requirements.
 - c. Furnish and install sub-framing, shims, and blocking as needed to align storefront systems.
 - d. Coordinate with adjacent trades to prevent conflicts at penetrations, expansion joints, and waterproofing details.
- 3) Storefront & Curtain Wall System Installation
 - a. Furnish and install aluminum-framed storefront systems, including all framing, glass, and trim components.
 - b. Provide and install curtain wall systems, including thermal barriers, pressure plates, and caps.
 - c. Install exterior and interior glass doors, including hardware, automatic openers (if applicable), and thresholds.
 - d. Ensure alignment, plumbness, and proper sealing of all installed systems.
 - e. Integrate flashing and perimeter sealants for a weather-tight installation.
- 4) Glazing Installation
 - a. Furnish and install all specified glazing, including:
 - b. Tempered, laminated, or insulated glass units (IGUs)
 - c. Tinted, reflective, or low-emissivity (Low-E) glass
 - d. Fire-rated and impact-resistant glazing (if required)
 - e. Ensure proper edge clearances, setting blocks, and weather seals per manufacturer requirements.
 - f. Install spacers, gasketing, and thermal breaks to maintain system performance.
 - g. Conduct glazing bead installation and structural silicone application where specified.
- 5) Door Hardware & Accessories
 - a. Furnish and install hardware for aluminum-framed storefront doors, including:
 - b. Closers, hinges, pivots, and continuous gear hinges
 - c. Exit devices, locksets, panic bars, and access control hardware
 - d. Weatherstripping, thresholds, and smoke seals
 - e. Coordinate with electrical subcontractor for power-operated doors and access control systems.
- 6) Expansion Joints, Flashing & Weatherproofing
 - a. Furnish and install expansion joints and perimeter caulking to ensure movement accommodation.
 - b. Coordinate with waterproofing subcontractor to ensure seamless integration with adjacent wall assemblies.

- c. Install sill flashing, head flashing, and water diversion components per manufacturer guidelines.
- 7) Installation & Coordination
 - a. Verify layout, anchor points, and structural support requirements before starting work.
 - b. Coordinate with mechanical, electrical, and waterproofing trades to ensure proper integration.
 - c. Ensure proper clearances around penetrations, fire-rated areas, and adjacent finishes.
 - d. Work with the Construction Manager and structural engineers to maintain design intent and quality control.
- 8) Testing & Quality Control
 - a. Perform water penetration and air infiltration testing where required.
 - b. Inspect all installed systems for proper fastening, alignment, and sealant application.
 - c. Conduct manufacturer inspections to verify compliance with warranty requirements.
- 9) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 10) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 11) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 12) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 13) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 14) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 15) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 16) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Framed Mirrors
- 2) Hollow Metal
- 3) Window Treatments

Add/Deduct Alternates:

- A. None

Bid Package 8C: Overhead Doors

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
083313 – Coiling Counter Doors	Dock Leveler

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Include pricing for alternate 11.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) The contractor is to provide & install Sectional and Coiling Overhead Doors according to the Contract Documents.
- 2) Provide and install all coiling counter doors.
- 3) Any substitutions must be approved prior to bidding.
- 4) The contractor is to furnish any equipment and safety required for a complete installation.
- 5) The contractor is to provide all labor, materials, accessories, mounting devices, and installation of the sectional doors under this scope of work.
- 6) The contractor shall coordinate installation with the Construction Manager.
- 7) Provide any blocking that may be needed for any attachment to the building system
- 8) Place all debris created from this scope of work in dumpsters at the end of each workday
- 9) Field Verify Dimensions as needed for a good fit.
- 10) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor’s responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 11) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 12) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 13) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 14) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 15) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 16) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 17) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 18) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Add/Deduct Alternates:

- A. Alternate No. 11: Dock Leveler
 - a. Base Bid Item: Provide recessed dock leveler per A561.
 - b. Alternate Item: Provide concrete dock with upper slab continuing to dock face wall.

Bid Package 8D: Doors, Hardware, & Specialties Installation

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
081113 – Hollow Metal Doors and Frames	087100 – Door Hardware
102800 – Toilet, Bath, and Laundry Accessories	102819 – Tub and Shower Enclosures
104400 – Fire Protection Specialties	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Install all tub and shower enclosures.
- 5) Install all shower curtain tracks.
- 6) Include all incidentals necessary for installation.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Install all doors, frames, hardware, glass packs, toilet compartments, accessories, and fire extinguisher cabinets per contract documents.
- 2) Ensure installation complies with ADA, NFPA, IBC, and local building codes.
- 3) Coordinate installation with construction manager.
- 4) Verify that all materials provided by others are complete and undamaged before beginning installation.
- 5) Provide all necessary tools, lifts, equipment, fasteners, anchors, and consumables needed to complete the work.
- 6) Doors & Hardware Installation
 - a. Install hollow metal and wood doors, including all associated frames.
 - b. Set, anchor, and adjust doors to ensure proper swing, clearance, and function.
 - c. Install all door hardware, including:
 - i. Hinges, closers, exit devices, and locksets.
 - ii. Kick plates, door stops, silencers, and thresholds.
 - iii. Weatherstripping and seals.
 - d. Install fire-rated doors and frames, ensuring compliance with UL listings.
 - e. Coordinate with the electrical subcontractor for power connections to electrified hardware.
- 7) Glass & Glazing Packs
 - a. Install tempered, laminated, or fire-rated glass into designated frames and openings.
 - b. Ensure secure and level placement of glass panels in doors, sidelights, and partitions.
 - c. Seal and secure all gasketed and glazed openings per manufacturer requirements.
 - d. Handle all glass with proper safety measures and lifting equipment.
- 8) Toilet Compartments & Partitions
 - a. Install floor-mounted, ceiling-hung, or wall-braced toilet partitions.
 - b. Ensure proper alignment, spacing, and ADA compliance.
 - c. Securely fasten partitions to walls and floors with appropriate anchors.
 - d. Install privacy screens and urinal dividers per layout requirements.
- 9) Toilet, Bath, & Laundry Accessories
 - a. Install all wall-mounted restroom accessories, including:
 - i. Grab bars, toilet paper dispensers, and paper towel dispensers.
 - ii. Soap dispensers, waste receptacles, and hand dryers.
 - iii. Coat hooks, mirrors, and baby changing stations.
 - b. Ensure proper anchoring and wall reinforcement for heavy-use fixtures.
 - c. Adjust and align all accessories to meet ADA and project requirements.
- 10) Fire Protection Specialties (Fire Extinguisher Cabinets & Accessories)
 - a. Install fire extinguisher cabinets (FECs), recessed or surface-mounted.
 - b. Secure cabinets level and plumb, ensuring proper door operation.

- c. Place fire extinguishers in cabinets or wall-mounted brackets as required.
 - d. Install cabinet identification labels per fire code regulations.
 - e. Verify all door and partition openings per contract documents before installation.
- 11) Coordinate with MEP trades, framing contractors, and finish trades to prevent conflicts.
 - 12) Provide temporary protection for installed products to prevent damage.
 - 13) Inspect all installed components for alignment, function, and finish quality.
 - 14) Verify all door hardware operates correctly and meets manufacturer specifications.
 - 15) Ensure all restroom partitions and accessories are securely fastened and plumb.
 - 16) This subcontract is intended to be all inclusive of labor and equipment required for the scope of work.
 - 17) This subcontract includes all items of work covered by the specifications to be named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
 - 18) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
 - 19) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
 - 20) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
 - 21) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
 - 22) The subcontractor shall include any dewatering as necessary to perform scope of work.
 - 23) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
 - 24) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
 - 25) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
 - 26) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Supply of:
 - a. Doors & Hardware
 - b. Toilet partitions
 - c. Toilet accessories
 - d. Fire extinguishers or cabinets

Add/Deduct Alternates:

- 1) None

Bid Package 9A: Framing, Sheetrock, & Ceilings

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
054000 – Cold-Formed Metal Framing	061000 – Rough Carpentry
061600 - Sheathing	068316 – Fiberglass Reinforced Paneling
070553 – Fire and Smoke Assembly Identification	072100 – Thermal Insulation
078400 – Firestopping	083100 – Access Doors and Panels
092116 – Gypsum Board Assemblies	095100 – Acoustical Ceilings
098430 – Sound-Absorbing Wall and Ceiling Units	102600 – Wall and Door Protection

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Provide pricing for alternate 4.
- 5) Include all wall and door protection.
- 6) Include all sound absorbing ceiling units.
- 7) Include wood cladding and hat channel framing as shown on alternate 4.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. The subcontractor to provide all labor, material, and equipment to install all interior stud wall framing, exterior stud wall framing, structural studs, ceiling framing, hat channel framing, batt insulation, gypsum board, high impact, moisture resistant, cement board, exterior sheathing, tape & bed, drywall finishing, acoustical sealants, FRP, In wall blocking, smoke and fire sealants, fasteners, specialty, gypsum board, and acoustical ceilings as required for a complete and finished system.
 - b. Install all hollow metal frames in framed walls. (Frames to be provided by others).
 - c. Furnish and install access panels as necessary for, and, to adjust/offset framing as required for structure, mechanical, plumbing, and electrical systems as approved by Architect and Construction Manager.
 - d. Furnish and install plywood in any mechanical/data/electrical/IT rooms if required.
 - e. The subcontractor shall include all layout for metal stud framing and bracing of metal stud walls as required.
 - f. Coordinate with other trades all openings from ductwork, piping, and cable trays. If not coordinated this subcontractor is responsible for modifying framing accordingly. Cut gypsum board tightly around all penetrations unless others cut opening after walls have gypsum board installed.
 - g. Submit shop drawings, product submittals, and finish samples for approval.
- 2) Metal Stud Framing Installation
 - a. Furnish and install cold-formed metal framing for interior and exterior walls, ceilings, soffits, and bulkheads.
 - b. Provide and install structural and non-structural metal studs, tracks, and bracing per project requirements.
 - c. Ensure proper spacing, alignment, and fastener attachment per ASTM C754 and AISI standards.
 - d. Install fire-rated, sound-rated, and shear wall assemblies per construction documents.
 - e. Furnish and install blocking, backing, and supports for millwork, wall-mounted equipment, and accessories.
 - f. Coordinate with MEP trades for openings, penetrations, and chase walls.
- 3) Drywall & Gypsum Board Installation
 - a. Furnish and install all gypsum board types, including:
 - i. Standard drywall
 - ii. Fire-rated Type X and Type C gypsum board
 - iii. Moisture-resistant, mold-resistant, and abuse-resistant drywall
 - iv. Shaft liner, cement board, and tile backer board
 - v. Lead-lined drywall for radiation protection (if required)
 - vi. Install curved, segmented, or specialty gypsum board assemblies where specified.
 - vii. Ensure proper fastening, joint spacing, and edge alignment for smooth finishing.

- 4) Blocking/Backing
 - a. The subcontractor to include and install all fire treated wood blocking in correct locations for architectural woodwork, future TV's, mirrors, toilet partitions, marker boards, tack boards, smart boards, toilet accessories, exterior building signage, windows, chair rail, lockers, storage bins, fire extinguisher cabinets, water fountains, and overhead coiling doors.
 - b. Furnish and install all sheathing on the backside of parapet walls.
- 5) Drywall Finishing & Taping
 - a. Apply joint tape, compound, and corner bead to all drywall seams and corners.
 - b. Sand and finish drywall to Level 3, Level 4, or Level 5 per the contract documents.
 - c. Ensure smooth transitions at control joints, reveals, and access panels.
 - d. Provide firestopping and sealant application at penetrations and rated assemblies.
 - e. Inspect all surfaces before painting or final wall covering application.
- 6) Acoustical & Specialty Ceiling Installation
 - a. Furnish and install suspended acoustical ceiling systems (ACT), grid systems, and specialty ceilings.
 - b. Provide and install ceiling tiles, panels, metal ceilings, and custom ceiling elements as required.
 - c. Ensure proper alignment, spacing, and fastener attachment per ASTM C635 and C636.
 - d. Coordinate with lighting, HVAC, and sprinkler trades for ceiling penetration placements.
 - e. Install cloud ceilings, baffles, or perforated panels if specified.
- 7) Fiberglass Reinforced Panels (FRP) Installation
 - a. Furnish and install fiberglass reinforced panels (FRP) in designated areas per contract documents.
 - b. Install FRP wall panels using approved adhesives, mechanical fasteners, and seam trim.
 - c. Ensure proper substrate preparation, including moisture-resistant backing board where required.
 - d. Provide and install inside corners, outside corners, and edge trim profiles.
 - e. Apply sealants and caulking at panel joints and terminations to ensure water resistance.
 - f. Coordinate with flooring and wall protection subcontractors for proper material transitions.
- 8) Fire-Rated & Specialty Assemblies
 - a. Furnish and install fire-rated wall and ceiling assemblies per UL and ASTM listings.
 - b. Install soundproofing and acoustical barriers in demising walls and ceilings.
 - c. Provide thermal insulation within metal stud cavities where required.
 - d. Ensure proper sealing and expansion joint placement for rated assemblies.
- 9) Installation & Coordination
 - a. Attend pre-installation meeting with construction manager's representative.
 - b. Verify wall layouts, ceiling heights, and framing locations before starting work.
 - c. Coordinate with MEP trades to ensure proper clearances for ductwork, conduit, and piping.
 - d. Ensure all framing and drywall installations meet tolerance requirements for plumbness and levelness.
 - e. Work with the Construction Manager and inspectors to maintain quality control.
- 10) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 11) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 12) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 13) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 14) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 15) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 16) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 17) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 18) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 19) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Painting
- 2) PEMB Insulation
- 3) HM Frames supply

Add/Deduct Alternates:

- A. Alternate 4: Entrance Element.
 - a. Base Bid: Concrete Sidewalks, landscape, and benches only.
 - b. Alternate Item: Entrance element as designed and indicated on drawings
 - c. Refer to A403 and structural drawings.

Bid Package 9B: Flooring

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
090561 – Common Work Results for Flooring Preparation	093000 – Tiling
096500 – Resilient Flooring	096700 – Fluid-Applied Flooring

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Include kitchen quarry tile and base.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install all specified flooring materials, including:
 - i. Ceramic tile
 - ii. Luxury vinyl tile (LVT) & luxury vinyl plank (LVP)
 - iii. Vinyl composition tile (VCT)
 - iv. Carpet (broadloom & carpet tile)
 - v. Resinous flooring with integral base
 - vi. Rubber base, stair treads, and accessories
 - vii. Schluter pieces, transition strips, and reducers
 - b. Ensure compliance with ASTM, ANSI, TCNA (Tile Council of North America), RFCI (Resilient Floor Covering Institute), and local building codes.
 - c. Provide patterning in all applications as shown/indicated in contract documents.
 - d. Submit shop drawings, product submittals, material samples, and mock-ups for approval.
 - e. Coordinate installation with the Construction Manager, MEP trades, and adjacent finish subcontractors to prevent conflicts.
 - f. Provide all necessary tools, adhesives, leveling materials, and installation accessories for a complete system.
- 2) Substrate Preparation & Floor Leveling
 - a. Verify that subfloors and substrates are properly prepared, clean, and dry before installation.
 - b. Conduct moisture and pH testing of concrete slabs to ensure compliance with flooring manufacturer requirements.
 - c. Perform surface grinding, patching, or self-leveling to correct irregularities in the subfloor.
 - d. Ensure proper installation of crack isolation membranes, underlayments, and sound attenuation materials where required.
- 3) Ceramic Tile Installation
 - a. Furnish and install floor and wall ceramic tile per project specifications.
 - b. Install waterproofing membranes and crack isolation membranes as required.
 - c. Provide and install tile expansion joints and Schluter edge trim at transitions.
 - d. Set tile using thin-set, mortar, or adhesive per manufacturer requirements.
 - e. Ensure proper grouting, sealing, and cleaning of tile surfaces.
- 4) Luxury Vinyl Tile (LVT) & Resilient Flooring Installation
 - a. Furnish and install LVT, LVP, and resilient sheet flooring as specified.
 - b. Ensure proper adhesion using pressure-sensitive adhesives or floating floor systems.
 - c. Install heat-welded seams where required for seamless applications.
 - d. Provide rubber transition strips, reducers, and Schluter trims at flooring transitions.
- 5) Carpet & Carpet Tile Installation
 - a. Furnish and install broadloom carpet or modular carpet tile per specifications.
 - b. Provide and install carpet cushion or attached pad backing if required.
 - c. Ensure proper seam alignment and direction to meet design intent.
 - d. Install tack strips, adhesive, or double-stick carpet systems per manufacturer recommendations.

- e. Coordinate floor protection measures during construction.
- 6) Resinous Flooring Installation (With Integral Base)
 - a. Furnish and install epoxy, urethane, or MMA resinous flooring systems per specifications.
 - b. Provide and install integral cove base, transitions, and expansion joints for seamless finishes.
 - c. Ensure proper surface preparation, including grinding, shot blasting, and priming.
 - d. Apply multi-layer systems, including base coat, broadcast aggregate, and topcoat.
 - e. Coordinate color chips, slip resistance, and chemical resistance requirements as specified.
- 7) Rubber Base & Stair Treads Installation
 - a. Furnish and install 4" or 6" rubber base with cove or straight profile per project specifications.
 - b. Provide and install rubber stair treads, risers, and nosings where required.
 - c. Ensure proper adhesion and seam sealing for a durable installation.
 - d. Use pre-molded inside and outside corners for a professional finish.
- 8) Transition Strips, Reducers & Schluter Pieces
 - a. Furnish and install metal, rubber, or vinyl transition strips between flooring types.
 - b. Provide and install threshold reducers and edge trims for smooth transitions.
 - c. Install Schluter trim at tile edges, wall base, and transitions as required.
 - d. Ensure proper alignment, adhesion, and finishing to meet design intent.
- 9) Installation & Coordination
 - a. Verify flooring layouts, transitions, and termination points before installation.
 - b. Coordinate with MEP trades to ensure proper clearances around floor penetrations.
 - c. Ensure seamless integration of flooring with adjacent finishes, walls, and millwork.
 - d. Work with the Construction Manager and inspectors to maintain quality control.
- 10) Testing & Quality Control
 - a. Perform bond strength and adhesion testing as required.
 - b. Conduct moisture mitigation system verification before resilient flooring installation.
 - c. Inspect final flooring surfaces for uniformity, joint consistency, and finish quality.
 - d. Conduct manufacturer inspections for warranty validation where required.
- 11) Provide all certified test reports, certifications, samples, shop drawings, and miscellaneous as required by contract documents.
- 12) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 13) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 14) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 15) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 16) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 17) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 18) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 19) The subcontractor to include all permits applicable to scope of work as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 20) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 21) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Excessive floor prep

Add/Deduct Alternates:

- A. None

Bid Package 9C: Painting

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
099113 – Exterior Painting	099123 – Interior Painting
099600 – High-Performance Coatings	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install all specified painting, coatings, and wall coverings per contract documents and manufacturer specifications.
 - b. Submit shop drawings, product submittals, color samples, and mock-ups for approval.
 - c. Coordinate installation with the Construction Manager, drywall, flooring, and adjacent finish subcontractors to prevent conflicts.
 - d. Provide all necessary tools, scaffolding, lifts, masking materials, and application accessories for a complete system.
 - e. Attend pre-installation meeting with construction managers representative.
 - f. Inspect all walls for damage and spackling prior to beginning work.
 - g. Spackle and sand all minor knicks and scrapes prior to beginning work.
 - h. Caulk all joints where dissimilar materials meet.
 - i. Include protection and cleanup of all floors and other adjacent materials from paint or overspray.
 - j. The subcontractor shall provide all touch-up work prior to, and after, the painting is completed.
 - k. The subcontractor shall remove or protect all electrical plates, hardware, light fixtures, escutcheons, and fittings prior to painting.
 - l. The subcontractor shall caulk all hollow metal door and window frames to sheetrock for a smooth and finished transition.
 - m. Cover all HVAC return air grilles and fire sprinkler heads to protect from overspray.
 - n. Include painting of steel pipes, bollards, exposed steel joist, and any misc. exposed steel.
- 2) Surface Preparation
 - a. Ensure all surfaces are clean, dry, and free of dust, oils, or contaminants before application.
 - b. Perform patching, caulking, sanding, and priming as required for smooth finishes.
 - c. Conduct lead-based paint testing and abatement procedures if required.
 - d. Apply block fillers, sealers, or alkali-resistant primers for porous or masonry surfaces.
 - e. Ensure proper tape, mask, and protection of adjacent surfaces and finishes.
- 3) Interior Painting & Coatings
 - a. Furnish and apply primer, intermediate, and finish coats per contract documents.
 - b. Apply low-VOC or zero-VOC paints where required by environmental standards.
 - c. Install eggshell, satin, semi-gloss, and high-gloss finishes as specified.
 - d. Provide and install fire-resistant coatings for rated assemblies if required.
 - e. Ensure smooth, uniform finishes with proper drying and curing times between coats.
 - f. All exposed steel structure, non-acoustic decking, and ductwork to be painted at all exposed ceiling locations, unless noted otherwise; refer to reflected ceiling plan.
- 4) Exterior Painting & Coatings
 - a. Furnish and install weather-resistant, UV-stable exterior coatings as specified.
 - b. Provide and apply elastomeric coatings for masonry and stucco surfaces.
 - c. Ensure surface priming and sealant application before topcoats.
 - d. Apply anti-graffiti coatings or specialty protective finishes where required.
 - e. Ensure proper environmental conditions (temperature, humidity, wind) during application.

- 5) Floor Sealing & Protective Coatings
 - a. Furnish and install sealed concrete if indicated in the contract documents.
 - b. Apply moisture mitigation coatings if required before flooring installation.
 - c. Ensure chemical-resistant or abrasion-resistant coatings in high-traffic areas.
- 6) Wall Coverings & Decorative Finishes
 - a. Furnish and install vinyl wall coverings and specialty wallpapers.
 - b. Ensure proper alignment, seam treatment, and adhesive application for a seamless finish.
 - c. Coordinate with electrical and millwork trades to ensure flush wall cover terminations.
- 7) Specialty Coatings & High-Performance Finishes
 - a. Furnish and install epoxy coatings for mechanical rooms and wet areas.
 - b. Apply intumescent fireproof coatings where required.
 - c. Provide anti-microbial and hospital-grade coatings for healthcare environments.
 - d. Install low-emission, LEED-compliant coatings if required for sustainability goals.
- 8) Installation & Coordination
 - a. Verify surface conditions, moisture content, and adhesion compatibility before starting work.
 - b. Coordinate with MEP trades to ensure proper clearances around penetrations.
 - c. Ensure proper transitions between painted surfaces, wall coverings, and adjacent materials.
 - d. Work with the Construction Manager and inspectors to maintain quality control.
- 9) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 10) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 11) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 12) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 13) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 14) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 15) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 16) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 17) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 18) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Structural steel shop-applied primer and fireproofing coatings UNO.
- 2) Concrete curing compounds and sealers beyond specified flooring coatings.
- 3) Temporary heating or ventilation for paint curing UNO.

Add/Deduct Alternates:

- A. None

Bid Package 10A: Signage

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
101419 – Dimensional Letter Signage	101423 – Panel Signage

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Provide pricing for alternate 10.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Furnish and install all interior and exterior signage as required by contract documents.
- 2) Provide code-compliant signage, including ADA, life safety, and wayfinding signage.
- 3) Coordinate with architects, general contractors, and other trades to ensure signage placement aligns with project specifications.
- 4) Ensure all signs meet local, state, and federal regulations (ADA, OSHA, NFPA, and ICC codes).
- 5) Fabricate and install primary building identification signage (illuminated and non-illuminated).
- 6) Provide dimensional letter signage, including channel letters and routed logo signs.
- 7) Furnish and install monument signs and pylon signs, concrete foundations by others.
- 8) Install vinyl window graphics and door lettering for main entrances and glass storefronts.
- 9) Provide and install address numerals and street identification signage per jurisdictional requirements.
- 10) Provide and install ADA-compliant signage, including:
 - a. Restroom signage with tactile lettering and Braille.
 - b. Room identification signs (offices, conference rooms, mechanical rooms, etc.).
 - c. Exit signs, stairwell signs, and egress pathways.
- 11) Provide and install custom-branded signage as shown on the contract documents.
- 12) Fabricate and install metal plaques or engraved signs for dedication or donor recognition.
- 13) Furnish and install interactive or digital signage displays (if required).
- 14) Verify all signage locations with architectural drawings and field conditions before installation.
- 15) Ensure all mounting hardware, adhesives, and fastening methods comply with structural and aesthetic requirements.
- 16) Protect surrounding finishes during installation and perform final cleanup after sign placement.
- 17) Conduct a punch list review with the general contractor or owner's representative upon completion.
- 18) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 19) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 20) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 21) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 22) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 23) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 24) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 25) The subcontractor to include all permits applicable to scope of work as required by the contract documents, or, as required by authorities having authority inclusive of any fees.

- 26) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 27) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Electrical wiring and rough-in for illuminated signs.
- 2) Structural foundations for monument or pylon signs.

Add/Deduct Alternates:

- A. Alternate 10: Freestanding Sign.
 - a. Base Bid: No Freestanding sign south of building.
 - b. Alternate Item: Provide freestanding sign with illuminated letters per drawings
 - c. Refer to A202

Bid Package 10B: Specialties Supply

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
102800 – Toilet, Bath, and Laundry Accessories	102819 – Tub and Shower Enclosures
104400 – Fire Protection Specialties	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include all sales taxes.
- 2) Furnish all TA-21 Anti-Ligature Shower Curtain and Track.
- 3) Furnish all Tub and Shower enclosures.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Furnish all visual display surfaces, markerboards, tack boards, fire extinguishers & cabinets, toilet partitions/compartments, urinal screens, doors, panels, toilet accessories, mop and broom holders, and utility shelves as required for a complete and finished package.
- 2) Furnish all toilet compartments, urinal screens, doors, panels, pilasters, brackets, overhead bracing, hardware, accessories, anchors, and fasteners.
- 3) Furnish all toilet, bath and laundry accessories including all mirrors, toilet tissue dispensers, paper towel dispensers (include towel dispensers in Kitchen/culinary also), grab bars, sanitary napkin dispensers, shower curtains, shower rods, folding shower seats, towel pins, towel hooks, coat hooks, toilet seat cover dispensers, waste receptacle trim, baby changing stations, mop and broom holders, utility shelves and all fasteners & anchors.
- 4) Furnish all fire extinguishers, brackets, cabinets, hose valve cabinets, including all trims, glazing, hardware, locks & accessories. Include all tagging/inspections of fire extinguishers. Include coordination of determining what size recessed cabinet is to be installed in each location to properly fit each wall type.
- 5) The subcontractor is responsible for all equipment, freighting, & permits required to deliver material to jobsite.
- 6) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 7) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 8) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 9) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Flag Poles
- 2) Lockers
- 3) Signage
- 4) Installation

Add/Deduct Alternates:

- A. None

Bid Package 10D: Canopies

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
107316.13 – Metal Canopies	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Include pricing for alternates 3 and 8.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Furnish and install a premanufactured canopy system per contract documents and project specifications.
- 2) Provide a complete, structurally engineered canopy system, including framing, decking, and finish materials.
- 3) Furnish and install all structural steel or aluminum support framing as required.
- 4) Provide engineered connections to the building structure, including expansion joints as necessary.
- 5) Supply and install mounting brackets, anchor plates, and hardware for proper attachment.
- 6) Coordinate with the structural steel subcontractor for embedded plates if required.
- 7) Furnish and install aluminum, steel, or composite decking panels as specified.
- 8) Provide integrated drainage solutions, including scuppers, gutters, and downspouts.
- 9) Install standing seam metal roofing or other specified canopy covering.
- 10) Ensure weatherproof flashing and sealant application at all attachment points.
- 11) Provide and install fascia panels, soffits, and trim for a finished appearance.
- 12) Install lighting accommodations, including pre-engineered penetrations for light fixtures (electrical work by others).
- 13) Perform final cleanup and removal of debris from the installation area.
- 14) The subcontractor is responsible for all equipment, freighting, & permits required to deliver material to jobsite.
- 15) Protect surrounding finishes during installation and perform final cleanup after installation.
- 16) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 17) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 18) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 19) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 20) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 21) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 22) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 23) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 24) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 25) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) In-wall blocking or backing.

Add/Deduct Alternates:

- A. Alternate 3: Fire Pit.
 - a. Base Bid: Sod area on east of covered patio.
 - b. Alternate Item: Fire pit with concrete walk, concrete columns, pre-engineered metal roof, and benches.
- B. Alternate 8: Exterior metal storage cover south of Kitchen wing.
 - a. Base Bid: Fenced area only without a metal canopy cover
 - b. Alternate Item: Pre-engineered, pre-finished metal canopy per drawings. See A111

Bid Package 10E: Flagpoles

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
107500 - Flagpoles	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Provide and install all flagpoles.
- 2) Perform final cleanup and removal of debris from the installation area.
- 3) The subcontractor is responsible for all equipment, freighting, & permits required to deliver material to jobsite.
- 4) Protect surrounding finishes during installation and perform final cleanup after installation.
- 5) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 6) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 7) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 8) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 9) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 10) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 11) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 12) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 13) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 14) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) None

Add/Deduct Alternates:

- A. None

Bid Package 11A: Foodservice Equipment

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
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Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Include all Food Service Equipment as shown on the plans prepared by Foodservice Design Professionals included in the contract documents.
- 5) **Include “EQ-5” hot room** as shown on the equipment schedule on A111. There are two of these locations, room 210 and 219. Include the doors and hardware, floor, wall, and ceiling panels re: A/A315.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Furnish and install all food service equipment as required by contract documents.
- 2) Provide kitchen appliances, cooking equipment, refrigeration units, prep stations, and serving lines.
- 3) Ensure all equipment is level, secured, and fully operational upon turnover.
- 4) Furnish and install commercial ovens (convection, combination, and conveyor ovens).
- 5) Provide and install ranges, griddles, and charbroilers.
- 6) Install steamers, fryers, tilt skillets, and warming stations.
- 7) Coordinate installation of gas and electrical connections with respective subcontractors.
- 8) Provide and install heat lamps and food warmers for serving stations.
- 9) Furnish and install walk-in coolers and freezers, including insulated panels and doors.
- 10) Provide and install reach-in refrigerators, undercounter coolers, and prep tables with refrigeration.
- 11) Supply ice machines and dispensers, ensuring proper drain connections.
- 12) Install cold wells for serving lines and salad bars.
- 13) Ensure proper sealing and air-tight installation of refrigeration units.
- 14) Provide and install stainless steel worktables and prep stations.
- 15) Furnish and install dishwashing stations.
- 16) Supply and install hot and cold serving lines, buffet stations, and sneeze guards.
- 17) Ensure ADA compliance for serving counter heights and access points.
- 18) Install tray slides, condiment counters, and under-counter storage.
- 19) Furnish and install wall-mounted and freestanding stainless steel shelving.
- 20) Provide dry storage racks and heavy-duty storage for bulk food items.
- 21) Install custom shelving in walk-in refrigerators and freezers.
- 22) Supply and install lockable cabinets for secure food storage.
- 23) Furnish and install coffee brewing stations, soda dispensers, and juice machines.
- 24) Provide milk dispensers and bulk beverage storage systems.
- 25) Install food processing equipment, including mixers, slicers, and blenders.
- 26) Provide and install trash and waste management stations, including recycling bins and grease disposal systems.
- 27) Verify equipment layout and utility locations before installation.
- 28) Install all support brackets, anchor plates, and leveling adjustments.
- 29) Ensure proper ventilation and clearance for cooking equipment.
- 30) Coordinate utility connections (gas, electric, plumbing, and HVAC) with appropriate subcontractors.
- 31) Conduct operational testing and calibration of all installed equipment.
- 32) Perform start-up procedures and training for kitchen staff on equipment use.
- 33) Ensure all refrigeration and cooking units maintain required temperature settings.
- 34) Perform final cleanup and removal of debris from the installation area.
- 35) The subcontractor is responsible for all equipment, freighting, & permits required to deliver material to jobsite.
- 36) Protect surrounding finishes during installation and perform final cleanup after installation.

- 37) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 38) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 39) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 40) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 41) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 42) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 43) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 44) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 45) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 46) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Electrical, gas, and plumbing rough-in for equipment.
- 2) Range hoods by others.
- 3) Grease duct.
- 4) Fire suppression systems for range hoods.
- 5) Wood casework or cabinetry

Add/Deduct Alternates:

- A. None

Bid Package 12A: Window Coverings

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
122400 – Window Shades	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Furnish and install all window shades and coverings as required by contract documents.
- 2) Provide and install manual and motorized roller shades, blinds, and drapery systems.
- 3) Furnish and install manual roller shades with various fabric openness factors for light control.
- 4) Provide and install motorized roller shades, integrated with building automation if required.
- 5) Ensure alignment of multiple shade systems for uniform appearance.
- 6) Coordinate electrical connections for motorized shades with electrical subcontractor.
- 7) Provide controls, remote systems, or wall-mounted switches as specified.
- 8) Furnish and install aluminum mini-blinds, faux wood blinds, or natural wood blinds.
- 9) Provide and install vertical blinds for large openings and sliding glass doors.
- 10) Ensure proper bracket mounting and cord safety compliance (child-safety features).
- 11) Ensure seamless integration with surrounding finishes and window frames.
- 12) Provide automated curtain systems where required.
- 13) Install side channels, bottom rails, and additional fastening systems for specialty shades.
- 14) Verify shade dimensions, window sizes, and mounting conditions prior to installation.
- 15) Ensure proper fastening to walls, ceilings, or window mullions per manufacturer recommendations.
- 16) Coordinate shading installation with electrical work for motorized systems.
- 17) Align all shades and coverings to ensure a consistent, professional appearance.
- 18) Inspect all installed window treatments for proper function, alignment, and operation.
- 19) Conduct testing and calibration of motorized shades, including control system setup.
- 20) Perform final cleanup and removal of debris from the installation area.
- 21) The subcontractor is responsible for all equipment, freighting, & permits required to deliver material to jobsite.
- 22) Protect surrounding finishes during installation and perform final cleanup after installation.
- 23) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 24) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 25) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 26) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 27) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 28) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 29) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 30) The subcontractor to include all permits applicable to scope of work as required by the contract documents, or, as required by authorities having authority inclusive of any fees.

- 31) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 32) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Electrical wiring
- 2) In wall blocking

Add/Deduct Alternates:

- A. None

Bid Package 12C: Site Furnishings

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
129300 – Site Furnishings	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install all specified site furnishings, including if supported by the contract documents:
 - i. Benches (metal, wood, concrete, or composite)
 - ii. Bike racks and bicycle storage solutions
 - iii. Waste receptacles, recycling stations, and ash urns
 - iv. Dog waste stations and pet-friendly site amenities
 - v. Removable Bollards
 - vi. Tables and seating areas (picnic tables, café tables, etc.)
 - vii. Shade structures, pergolas, or shelters
 - b. Submit shop drawings, product submittals, material samples, and finish samples for approval.
 - c. Coordinate installation with the Construction Manager, landscape contractor, paving contractor, and other trades to ensure proper placement and integration with site elements.
 - d. Provide all necessary tools, equipment, fasteners, anchors, and installation materials for a complete system.
- 2) Site Preparation & Layout
 - a. Verify site conditions, elevations, and locations for site furnishings per contract drawings.
 - b. Ensure proper grading and surface preparation before installing site amenities.
 - c. Coordinate with the construction manager, civil, and landscape trades to prevent conflicts with underground utilities, irrigation, or drainage systems.
 - d. Provide layout and alignment of site furnishings for consistency and accessibility compliance.
- 3) Benches & Seating Installation (if applicable)
 - a. Furnish and install benches with surface-mounted, embedded, or freestanding anchoring methods.
 - b. Ensure proper alignment, spacing, and accessibility clearances.
 - c. Secure all fasteners, tamper-resistant hardware, and anchoring devices.
 - d. Apply protective coatings or sealants if required for weather durability.
- 4) Bike Rack Installation (if applicable)
 - a. Furnish and install bike racks (single-loop, wave, U-rack, or custom designs) per project specifications.
 - b. Ensure proper spacing and orientation for ADA compliance and ease of use.
 - c. Securely anchor racks to concrete pads or paved surfaces using embedded or surface-mounted methods.
 - d. Coordinate with site circulation plans to avoid obstructing pedestrian pathways.
- 5) Waste Receptacles & Recycling Stations (if applicable)
 - a. Furnish and install waste bins, recycling stations, and ash urns per site plan locations.
 - b. Secure receptacles using surface mounting, embedded anchors, or weighted freestanding methods.
 - c. Ensure proper placement for accessibility and user convenience.
 - d. Provide and install removable liners and lockable lids, if specified.
- 6) Dog Waste Stations & Pet Amenities (if applicable)
 - a. Furnish and install dog waste bag dispensers and pet waste receptacles.
 - b. Ensure proper signage placement for public awareness.
 - c. Anchor units securely to concrete pads or posts as required.
- 7) Bollard Installation (if applicable)
 - a. Furnish and install removable, or collapsible bollards per contract documents.

- b. Provide and install lighted or decorative bollards where specified.
 - c. Ensure bollards are anchored in concrete footings and aligned per layout drawings.
 - d. Apply reflective strips or protective coatings as required.
- 8) Shade Structures, Pergolas & Shelters (if applicable)
- a. Furnish and install shade structures, pergolas, or site shelters as specified.
 - b. Ensure proper anchoring and wind-load compliance per engineering requirements.
 - c. Coordinate with other trades for concrete footings and electrical connections (if needed).
- 9) Installation & Coordination
- a. Verify site furnishing locations, layouts, and mounting requirements before installation.
 - b. Coordinate with MEP trades for power, lighting, or water connections if required.
 - c. Ensure all installations meet ADA accessibility and safety clearances.
 - d. Work with the Construction Manager and inspectors to maintain quality control.
- 10) Perform final cleanup and removal of debris from the installation area.
- 11) The subcontractor is responsible for all equipment, freighting, & permits required to deliver material to jobsite.
- 12) Protect surrounding finishes during installation and perform final cleanup after installation.
- 13) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 14) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 15) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 16) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 17) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 18) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 19) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 20) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 21) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 22) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Electrical work for illuminated bollards or powered site amenities (handled by electrical subcontractor).
- 2) Installation of landscaping elements (trees, shrubs, mulch, etc.)

Add/Deduct Alternates:

- A. None

Bid Package 21A: Fire Suppression

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
210500 – Common Work Results for Fire Suppression	211000 – Water-Based Fire-Suppression Systems

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Contractor shall be responsible for obtaining water flow test information prior to bidding. Flow test shall be performed per NFPA 291. Flow test information must be submitted with shop drawings to the EOR and AHJ before fabrication or installation of system.
- 5) Provide dry pendant at walk-in cooler and freezer per detail 7/FP200.
- 6) Provide high temperature sprinkler head at room 210 & 219. Rooms are designed to reach 140 degrees to kill bed bugs.
- 7) Provide pricing for alternate 4 if code requires heads under canopy.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install a complete fire suppression system, including wet and dry pipe sprinklers, standpipes, and required valves per project specifications.
 - b. Ensure compliance with NFPA 13 (Standard for Installation of Sprinkler Systems), NFPA 14 (Standpipes), NFPA 25 (Inspection & Testing), IBC, and local fire codes.
 - c. Submit shop drawings, hydraulic calculations, product submittals, and fire department approvals for review and approval.
 - d. Attend pre-installation meeting on site with the construction managers personnel
 - e. Coordinate installation with the Construction Manager, mechanical, plumbing, and electrical trades to ensure proper integration with building systems.
 - f. Provide all necessary tools, equipment, pipes, fittings, and installation accessories for a complete system.
- 2) System Piping & Installation
 - a. Work begins 1' above the finished floor at the riser flange and includes:
 - i. All overhead wet and dry fire suppression piping.
 - ii. Install branch lines, cross mains, and risers per hydraulic calculations.
 - iii. Provide and install hanger supports, seismic bracing, and sway bracing per NFPA and engineering requirements.
 - iv. Ensure proper pipe routing to avoid conflicts with other trades.
- 3) Sprinkler Heads & Devices
 - a. Furnish and install automatic fire sprinkler heads per occupancy hazard classification.
 - b. Provide and install concealed, upright, pendant, sidewall, and high-temperature sprinkler heads as required.
 - c. Ensure proper spacing, orientation, and positioning of sprinkler heads to meet coverage requirements.
 - d. Furnish and install quick-response, standard-response, or extended coverage sprinklers where specified.
 - e. Center the sprinkler heads in lay-in ceiling tiles.
 - f. Provide and install protective cages where applicable.
- 4) Fire Suppression Valves & Controls
 - a. Furnish and install all control valves, check valves, pressure relief valves, and inspectors' test valves per NFPA standards.
 - b. Provide and install backflow preventers and pressure-reducing valves where required.
 - c. Install fire department connections (FDCs), post indicator valves (PIVs), and tamper switches per local fire codes.
- 5) Standpipes & Fire Pump Installation (If Applicable)
 - a. Furnish and install standpipe systems in stairwells and fire-rated corridors per NFPA 14.
 - b. Provide and install fire hose cabinets, hose valves, and signage as required.
 - c. Furnish and install fire pumps, jockey pumps, and controllers if specified.
 - d. Conduct flow and pressure testing to confirm system performance.
- 6) Testing, Flushing, & Commissioning
 - a. Perform hydrostatic pressure testing, flow testing, and operational checks per NFPA 25.
 - b. Flush system to remove debris and ensure clear flow paths before final acceptance.
 - c. Conduct full-function system trip tests for dry pipe and pre-action systems.

- d. Ensure proper signal transmission to the fire alarm system and monitoring station.
 - e. Work with the local fire marshal for final inspection and approval.
- 7) Installation & Coordination
 - a. Work begins at the riser flange 1' above the finished floor and includes all piping, valves, and system components from that point.
 - b. Verify sprinkler head locations, piping routes, and valve placements before installation.
 - c. Coordinate with MEP trades and ceiling contractors to ensure proper clearances and fire-stopping measures.
 - d. Ensure fire protection system integration with fire alarm control panel.
 - e. Provide fire-stopping for penetrations through fire-rated assemblies.
 - 8) Safety & Compliance
 - a. Comply with OSHA, NFPA, and local jurisdiction safety guidelines for overhead work and confined space access.
 - b. Provide proper identification and labeling of fire suppression system components.
 - c. Install signage for shut-off valves, system control points, and testing stations.
 - 9) Project Closeout & Warranty
 - a. Conduct final walkthrough and punch list resolution with the Construction Manager and fire marshal.
 - b. Submit as-built drawings, manufacturer warranties, and maintenance guidelines.
 - c. Provide training for facility personnel on system operation, emergency shut off, and maintenance.
 - d. Ensure all installed components meet the contract documents and fire code requirements.
 - 10) Perform final cleanup and removal of debris from the installation area.
 - 11) The subcontractor is responsible for all equipment, freighting, & permits required to deliver material to jobsite.
 - 12) Protect surrounding finishes during installation and perform final cleanup after installation.
 - 13) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
 - 14) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
 - 15) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
 - 16) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
 - 17) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
 - 18) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
 - 19) The subcontractor to include all permits applicable to scope of work as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
 - 20) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
 - 21) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Exterior water service/supply
- 2) Fire extinguishers & Cabinets
- 3) Suppression Hoods
- 4) Fire alarm
- 5) Electrical wiring

Add/Deduct Alternates:

- A. Alternate 4: Entrance Element.
 - a. Base Bid: Concrete Sidewalks, landscape, and benches only.
 - b. Alternate Item: Entrance element as designed and indicated on drawings
 - c. Refer to A403 and structural drawings.

Bid Package 22A: Plumbing

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
Division 22 – Plumbing (complete)	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include applicable sales taxes.
- 2) Include Davis Bacon wage requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Provide pricing for alternate 3 and 9.
- 5) Include the GI-1 Grease interceptor and SI-1 Solids interceptor. The sanitary work will end immediately after the grease interceptor.
- 6) Coordinate with site utility contractor for sanitary depth.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install all plumbing systems, including domestic water, sanitary waste, vent piping, and gas systems, per contract documents and manufacturer specifications.
 - b. Ensure compliance with IPC (International Plumbing Code), UPC (Uniform Plumbing Code), NFPA 54 (Fuel Gas Code), OSHA, and local building codes.
 - c. Coordinate installation with the Construction Manager, electrical, mechanical, and fire protection trades to prevent conflicts.
 - d. Provide all necessary tools, equipment, fasteners, hangers, supports, and pipe insulation for a complete system.
- 2) Domestic Water Supply & Distribution
 - a. Work begins 5' outside the building at the flange. Plumbing contractor to make final connection.
 - b. Furnish and install all cold and hot water piping.
 - c. Provide and install valves, backflow preventers, expansion tanks, and pressure-reducing valves (PRVs) as required.
 - d. Ensure proper pipe routing, thermal expansion allowances, and seismic bracing.
 - e. Install all necessary water supply lines to fixtures, appliances, and equipment.
 - f. Furnish and install insulation for domestic water piping per energy code requirements.
- 3) Sanitary Waste & Vent System
 - a. Work begins 5' outside the building unless noted otherwise.
 - b. Furnish and install sanitary waste and vent piping per project specifications.
 - c. Install floor drains, grease waste systems, and cleanouts per contract documents.
 - d. Provide sanitary risers and fixture venting to ensure proper system function.
 - e. Furnish and install traps, interceptors, and backwater valves where required.
 - f. Ensure all pipe slopes and venting arrangements meet code requirements.
- 4) Stormwater Drainage System
 - a. Furnish and install storm drainage piping, including roof drains, scuppers, and downspouts.
 - b. Ensure all piping is properly sloped and directed to designated drainage areas.
 - c. Install overflow drains and secondary drainage systems where required.
- 5) Natural Gas Piping System
 - a. Work begins at the meter.
 - b. Furnish and install all gas piping, valves, regulators, and shutoff devices per NFPA 54.
 - c. Provide gas connections to water heaters, boilers, kitchen equipment, and HVAC units.
 - d. Install seismic shutoff valves and excess flow valves per code requirements.
 - e. Perform pressure testing and system certification before final acceptance.
- 6) Plumbing Fixtures & Equipment
 - a. Furnish and install all specified plumbing fixtures, including:
 - i. Sinks, faucets, and lavatories
 - ii. Toilets, urinals, and bidets

- iii. Showers and emergency eyewash stations
 - iv. Drinking fountains and bottle fillers
 - v. Floor sinks and mop basins
 - vi. Trench drains
 - b. Install trap primers and vacuum breakers where required.
 - c. Ensure all fixtures and accessories are properly anchored, sealed, and operational.
- 7) Specialty Plumbing Systems (if applicable)
 - a. Furnish and install grease interceptors and connect to the sanitary system.
 - b. Provide medical gas piping (if required) per NFPA 99.
 - c. Install condensate drains for HVAC equipment per the contract documents.
 - d. Furnish and install reverse osmosis or water filtration systems as specified.
 - e. Install final connections to foodservice equipment and kitchen equipment.
 - 8) Installation & Coordination
 - a. Verify pipe routing, fixture locations, and floor penetrations per project drawings before installation.
 - b. Coordinate with other trades, including electrical and mechanical, to prevent conflicts.
 - c. Ensure all plumbing penetrations are firestopped and sealed per fire code.
 - d. Work with the Construction Manager to schedule utility shutdowns if needed.
 - e. Conduct final testing, flushing, and commissioning of all systems before turnover.
 - 9) Exclusions (Confirm with the Construction Manager)
 - a. Site utilities, including water mains, sewer mains, and gas mains beyond 5' outside the building (handled by civil contractor).
 - b. Electrical wiring and power connections for plumbing equipment (handled by electrical subcontractor).
 - c. Fire suppression piping and sprinkler systems (handled by fire protection contractor).
 - d. Concrete coring, saw-cutting, and floor patching (unless specified).
 - e. Refrigeration piping for walk-in coolers and freezers (handled by mechanical contractor).
 - f. Owner-furnished appliances requiring water/gas hookups unless noted.
 - 10) Perform final cleanup and removal of debris from the installation area.
 - 11) The subcontractor is responsible for all equipment, freighting, & permits required to deliver material to jobsite.
 - 12) Protect surrounding finishes during installation and perform final cleanup after installation.
 - 13) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
 - 14) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
 - 15) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
 - 16) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
 - 17) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
 - 18) The subcontractor shall include any dewatering as necessary to perform scope of work.
 - 19) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
 - 20) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
 - 21) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
 - 22) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Site utilities, including water mains, sewer mains, and gas mains beyond 5' outside the building.
- 2) Electrical wiring and power connections for plumbing equipment.
- 3) Fire suppression piping and sprinkler systems.
- 4) Concrete coring, saw-cutting, and floor patching (unless noted otherwise).
- 5) Refrigeration piping for walk-in coolers and freezers.
- 6) Owner-furnished appliances requiring water/gas hookups (unless noted otherwise).

Add/Deduct Alternates:

- A. Alternate 3: Fire Pit.
 - a. Base Bid: Sod area on east of covered patio.
 - b. Alternate Item: Fire pit with concrete walk, concrete columns, pre-engineered metal roof, and benches.
- B. Alternate 9: Generator.
 - a. Base Bid: Future Generator in courtyard between kitchen and office wing. Provide sleeves under slab for lines running from generator to transfer switch
 - b. Alternate Item: Provide new generator in courtyard.
 - c. Refer to Sheet ES101 and GS100.

Bid Package 23A: HVAC

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
Division 23 – Heating, Ventilating, and Air-Conditioning (complete)	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install all mechanical (HVAC) systems, including air distribution, heating, cooling, ventilation, and hydronic piping per contract documents and manufacturer specifications.
 - b. Ensure compliance with ASHRAE, SMACNA, NFPA, IBC, IECC (Energy Code), and local mechanical codes.
 - c. Submit shop drawings, airflow calculations, energy compliance documentation, and load calculations for approval.
 - d. Coordinate installation with the Construction Manager, electrical, plumbing, and fire protection trades to prevent conflicts.
 - e. Provide all necessary tools, equipment, fasteners, refrigerant piping, duct sealants, hangers, and insulation materials for a complete system.
- 2) HVAC Equipment Installation (as applicable)
 - a. Furnish and install all mechanical equipment, including:
 - i. Rooftop units (RTUs), air handling units (AHUs), and packaged HVAC systems.
 - ii. Furnaces, boilers, chillers, heat pumps, and condensing units.
 - iii. Fan coil units, unit heaters, variable refrigerant flow (VRF) systems.
 - iv. Exhaust fans, makeup air units (MAUs), and energy recovery ventilators (ERVs).
 - v. VAV boxes, reheat coils, and control dampers.
 - b. Ensure proper mounting, vibration isolation, and seismic bracing.
- 3) Chilled Water & Hot Water Piping Installation (if applicable)
 - a. Furnish and install chilled water (CHW) supply and return piping for chilled water systems.
 - b. Furnish and install hot water (HW) supply and return piping for boiler systems.
 - c. Install pumps, expansion tanks, pressure relief valves, strainers, and air separators as required.
 - d. Provide and install valves, including isolation, balancing, and control valves for hydronic system operation.
 - e. Install hydronic specialties, such as flow meters, temperature sensors, and differential pressure sensors where specified.
 - f. Coordinate piping layout and routing to avoid conflicts with electrical and plumbing systems.
 - g. Insulate chilled water and hot water piping per energy code and the contract documents.
- 4) Air Distribution System
 - a. Furnish and install all ductwork, fittings, and plenums per SMACNA standards.
 - b. Provide insulated and lined duct systems for thermal efficiency and sound control.
 - c. Install fire dampers, smoke dampers, and control dampers per NFPA and mechanical code requirements.
 - d. Ensure proper sealing, hanging, and bracing of ductwork.
 - e. Coordinate duct routing with MEP trades to avoid conflicts.
- 5) Kitchen Hoods, Suppression, & Grease Ducts (if applicable)
 - a. Furnish and install kitchen exhaust hoods, including Type I and Type II hoods as required.
 - b. Provide and install grease ducts, including welded stainless steel or factory-built grease duct systems.
 - c. Ensure grease duct clearances, slope, and access panels meet NFPA 96 requirements.
 - d. Furnish and install kitchen hood suppression systems per fire protection and mechanical code requirements.
 - e. Provide makeup air systems to maintain proper kitchen ventilation balance.

- f. Coordinate with fire suppression contractors for system activation and integration.
- 6) Ventilation & Air Quality Systems
 - a. Install outdoor air intake systems to comply with ventilation requirements.
 - b. Provide bathroom exhaust fans, rooftop exhaust units, and supply air louvers.
 - c. Ensure compliance with ASHRAE indoor air quality (IAQ) and ventilation standards.
- 7) HVAC Controls & Automation
 - a. Furnish and install thermostats, sensors, and building automation systems (BAS/BMS) as required and shown on the contract documents.
 - b. Provide BACnet, Modbus, or proprietary control integration with existing systems.
 - c. Coordinate with the electrical subcontractor for power and control wiring.
 - d. Perform functional testing and programming of control sequences.
- 8) Testing, Balancing, & Commissioning
 - a. Conduct air balancing per NEBB or AABC standards and as required by the contract documents.
 - b. Perform duct leakage testing, smoke testing, and pressure verification.
 - c. Commission HVAC equipment to ensure proper operation and efficiency.
 - d. Provide owner training on system controls, maintenance, and troubleshooting.
- 9) Installation & Coordination
 - a. Verify equipment locations, ductwork routing, and system sizing per architectural and structural drawings.
 - b. Ensure all penetrations through walls, floors, and ceilings are sealed and firestopped.
 - c. Coordinate with the Construction Manager to schedule rooftop crane lifts for HVAC units.
 - d. Provide final walkthrough and punch list resolution with the Construction Manager and owner.
- 10) Coordinate with the construction manager to schedule rooftop crane lifts for HVAC units.
- 11) Coordinate with plumbing and electrical trades for condensate drainage and power requirements.
- 12) Perform final cleanup and removal of debris from the installation area.
- 13) The subcontractor is responsible for all equipment, freighting, & permits required to deliver material to jobsite.
- 14) Protect surrounding finishes during installation and perform final cleanup after installation.
- 15) It is the responsibility of this subcontract to maintain a clean and safe working environment in accordance with applicable codes.
- 16) This subcontract includes all work required by the contract documents, whether explicitly stated, inferred, or customarily performed by this trade. Any listed inclusions serve to clarify the scope but do not limit the subcontractor's responsibility for a complete and compliant installation. The subcontractor shall provide all necessary labor, materials, and coordination to fulfill the intent of the project specifications and drawings.
- 17) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 18) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 19) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 20) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 21) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 22) The subcontractor to include all permits applicable to scope of work as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 23) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 24) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Gas piping connections.
- 2) Condensate drain piping and termination.
- 3) Electrical wiring for HVAC equipment.
- 4) Steel reinforcements for HVAC equipment.

Add/Deduct Alternates:

- A. None

Bid Package 26A: Electrical System

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
Division 26 – Electrical (complete)	Division 27 – Communications (complete)
283100 – Fire Detection and Alarm (raceways only)	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 4) Include structured cabling systems and pathways.
- 5) Provide pricing for alternate 3 and 9.

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install all electrical systems, including low-voltage telecommunications systems, structured cabling, audio visual systems, access control systems, power, and lighting per contract documents and applicable codes.
 - b. Ensure compliance with NEC (National Electrical Code), NFPA, IEEE, IBC, IECC (Energy Code), OSHA, and local building codes.
 - c. Coordinate installation with the Construction Manager, mechanical, plumbing, fire protection, and low-voltage trades to ensure proper integration with other building systems.
 - d. Provide all necessary tools, equipment, conduits, wire, fasteners, and installation accessories for a complete system.
 - e. Long lead items such as panelboards should be submitted for approval within a week of PO receipt and order immediately after approval.
 - f. Include all plywood backing required at data, and, or electrical rooms.
 - g. Include all floor boxes and specialty plates. Include all core drilling at elevated slabs as required.
 - h. Include all shunt trips, disconnects and breakers.
 - i. Include all power and electrical connections for all mechanical equipment, elevators, overhead doors, automatic doors, motorized window shades & drapery, monumental signs and any other electric powered equipment being installed by other trades. The subcontractor shall provide two temporary electric panels (in the main building as necessary for construction in all areas and one to service contractor trailers) and provide all maintenance of panels as required. Include all costs of getting power service to panels. Panels shall be large enough to accommodate construction activities.
 - j. The subcontractor shall provide and maintain temporary lighting, covers, and electricity throughout the new facility. Lamps not functioning properly shall be replaced immediately. Include removal of all temporary lighting as directed by the construction manager.
- 2) Electrical Service & Distribution
 - a. Furnish and install main electrical service equipment, including switchgear, panelboards, and transformers.
 - b. Provide and install metering equipment, CT cabinets, and utility coordination as required.
 - c. Install underground and overhead service conduits, duct banks, and cable trays as necessary.
 - d. Provide bonding and grounding systems in accordance with NEC requirements.
- 3) Power Distribution
 - a. Furnish and install panelboards, circuit breakers, and overcurrent protection devices.
 - b. Install conduits, raceways, cable trays, and wire pulling throughout the facility.
 - c. Provide branch circuit wiring to all designated receptacles, equipment, and devices.
 - d. Ensure all wiring and devices meet specified voltage, phase, and amperage requirements.
 - e. Install disconnect switches, motor control centers (MCCs), and variable frequency drives (VFDs) for mechanical systems.
- 4) Lighting & Controls
 - a. Furnish and install interior and exterior lighting fixtures, including emergency and exit lighting.
 - b. Provide and install occupancy sensors, switches, dimming controls, daylight harvesting systems, and lighting automation where required.
 - c. Ensure proper mounting, aiming, and programming of lighting control systems.
 - d. Coordinate with architectural and decorative lighting elements for specialty areas.
- 5) Emergency Power, Generators & ATS
 - a. Furnish and install standby/emergency power systems, including generators and uninterruptible power supply (UPS) systems.

- b. Provide and install automatic transfer switches (ATS), bypass/isolation switches, and load banks per project specifications.
 - c. Ensure proper ventilation, fuel supply connections, and exhaust systems for generator operation.
 - d. Conduct full-function testing and commissioning of emergency power systems.
- 6) Fire Alarm & Life Safety Systems
- a. Furnish and install raceways for fire alarm systems.
- 7) Structured Cabling & Telecommunications
- a. Furnish and install all structured cabling for voice, data, and fiber optic networks, including:
 - i. Category 6 (Cat6) or Category 6A (Cat6A) cabling for Ethernet networks.
 - ii. Fiber optic backbone cabling for data centers and high-speed connections.
 - iii. Coaxial cabling (RG6, RG11) for cable TV and media systems.
 - b. Provide and install network racks, patch panels, and cable management in telecom rooms.
 - c. Furnish and install raceways, conduits, cable trays, and J-hooks for structured cabling pathways.
 - d. Terminate and test all structured cabling connections using industry-standard testers.
 - e. Label and document all network drops, panels, and backbone cables per ANSI/TIA guidelines.
- 8) Audio/Visual (A/V) & Security Infrastructure
- a. Furnish and install security cameras (CCTV), access control, and intercom systems.
 - b. Provide pathways and structured cabling for A/V systems, digital signage, and paging systems.
 - c. Install power and network infrastructure for wireless access points (WAPs) and IT racks.
- 9) Site Electrical & Exterior Power
- a. Provide and install parking lot lighting and site electrical distribution.
 - b. Install power connections for electric vehicle (EV) charging stations if required.
 - c. Provide conduit and wiring for all site signage, bollard lighting, and landscape lighting.
 - d. Ensure proper trenching, backfilling, and site restoration for underground electrical work.
- 10) Installation & Coordination
- a. Attend pre-installation meeting with construction managers personnel.
 - b. Verify equipment locations, conduit routing, and panel placements before starting work.
 - c. Coordinate with other trades to prevent conflicts with plumbing, HVAC, and structural elements.
 - d. Provide firestopping for all electrical penetrations through fire-rated assemblies.
 - e. Ensure proper clearances and working space around electrical panels and transformers per NEC requirements.
- 11) This subcontract is intended to be all inclusive of labor and equipment required for the scope of work.
- 12) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
- 13) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
- 14) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 15) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 16) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 17) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 18) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 19) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 20) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 21) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Fire Alarm System
- 2) Excavation and concrete work for light poles, and transformer pads.
- 3) Supply and installation of end-user IT hardware (servers, switches, access points, etc.).
- 4) Mechanical control wiring beyond typical power connections unless specified.

Add/Deduct Alternates:

- A. Alternate 3: Fire Pit.
 - a. Base Bid: Sod area on east of covered patio.
 - b. Alternate Item: Fire pit with concrete walk, concrete columns, pre-engineered metal roof, and benches.

B. Alternate 9: Generator.

- a. Base Bid: Future Generator in courtyard between kitchen and office wing. Provide sleeves under slab for lines running from generator to transfer switch
- b. Alternate Item: Provide new generator in courtyard.
- c. Refer to Sheet ES101 and GS100.

Bid Package 28A: Fire Alarm

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
283100 – Fire Detection and Alarm	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install a complete, fully operational fire alarm system, including all devices, panels, notification appliances, and associated wiring.
 - b. Ensure compliance with NFPA 72 (National Fire Alarm and Signaling Code), IBC, ADA, NEC (National Electrical Code), and local fire codes.
 - c. Coordinate installation with the Construction Manager, electrical, mechanical, fire suppression, and security trades to ensure proper system integration.
 - d. Provide all necessary tools, equipment, wiring, conduits, junction boxes, and mounting hardware for a complete system.
- 2) Fire Alarm Control Panel (FACP) & Annunciators
 - a. Furnish and install the fire alarm control panel (FACP) and all remote annunciators per project requirements.
 - b. Provide and install networked fire alarm systems, if applicable.
 - c. Ensure all panels are fully programmed and integrated with the building's life safety systems.
 - d. Provide battery backup power supply and charging system per NFPA 72.
- 3) Fire Alarm Detection & Initiation Devices
 - a. Furnish and install all initiating devices, including:
 - i. Smoke detectors (ceiling-mounted and duct-mounted).
 - ii. Heat detectors (fixed temperature and rate-of-rise).
 - iii. Manual pull stations at egress locations.
 - iv. Water flow switches and tamper switches for sprinkler system monitoring.
 - v. Gas detection systems, where required.
 - b. Ensure all devices are installed per manufacturer specifications and NFPA spacing requirements.
- 4) Fire Alarm Notification Appliances
 - a. Furnish and install audible and visual notification appliances, including:
 - b. Horns, speakers, and sirens for audible alarms.
 - c. Strobes and combination horn/strobes for visual notification.
 - d. Voice evacuation systems, if required.
 - e. Exterior-rated notification appliances, where applicable.
 - f. Ensure all notification devices meet ADA and NFPA 72 requirements for coverage and synchronization.
- 5) Fire Alarm Wiring & Pathways
 - a. Furnish and install all fire alarm wiring in accordance with NEC and NFPA 72.
 - b. Conduit, raceways, or cable trays as required for low-voltage wiring by others.
 - c. Ensure fire alarm cabling is installed in a dedicated, protected pathway per fire code requirements.
 - d. Label all fire alarm wiring for easy identification and future maintenance.
- 6) System Integration & Monitoring
 - a. Integrate fire alarm system with:
 - i. Fire suppression and sprinkler systems.
 - ii. Elevator recall and shutdown.
 - iii. HVAC smoke control and damper activation.
 - iv. Access control and security systems.
 - v. Emergency generators and ATS systems, if required.
 - b. Furnish and install monitoring communicators (POTS, cellular, IP, or radio transmitters) for fire department notification.
 - c. Ensure connection to 24/7 central monitoring station per local fire department requirements.
- 7) Testing, Programming & Commissioning
 - a. Perform pre-functional and final functional testing of all devices, circuits, and programming.
 - b. Conduct 100% device activation testing to verify system operation.

- c. Ensure proper signal transmission to the fire alarm control panel and remote monitoring service.
 - d. Work with the authority having jurisdiction (AHJ) and fire marshal for system inspection and approval.
 - e. Provide as-built programming files and system mapping for future maintenance.
- 8) Installation & Coordination
- a. Verify device locations, wiring pathways, and mounting heights per contract documents before installation.
 - b. Coordinate with MEP trades to ensure proper clearances and routing.
 - c. Work with the Construction Manager and ceiling contractors for installation in T-bar and drywall ceilings.
 - d. Provide firestopping for all penetrations in fire-rated walls and ceilings.
- 9) This subcontract is intended to be all inclusive of labor and equipment required for the scope of work.
- 10) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
- 11) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
- 12) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 13) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 14) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 15) The subcontractor shall include any dewatering as necessary to perform scope of work.
- 16) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 17) The subcontractor to include all permits applicable to scope of work as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 18) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 19) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Conduit & raceway installation
- 2) Power wiring for alarm panel(s)
- 3) Dedicated phone lines or network infrastructure

Add/Deduct Alternates:

- 1) None

Bid Package 32A: Asphalt Paving

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
321316 – Asphalt Paving	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) Furnish and install hot mix asphalt (HMA) pavement per contract documents and project specifications.
- 2) Verify that the aggregate base is installed, compacted, and meets required elevations before asphalt placement.
- 3) Furnish and install asphalt pavement in lifts, ensuring proper thickness and compaction per contract documents.
- 4) Compact asphalt using rollers and vibratory equipment to achieve required density and smoothness.
- 5) Install asphalt curbs, tapered edges, and transitions as required.
- 6) Ensure proper drainage slope and water runoff to prevent ponding and premature deterioration.
- 7) Provide saw-cut or milled transitions to existing pavement where required.
- 8) Ensure smooth tie-ins at curbs, sidewalks, utility covers, and concrete aprons.
- 9) Seal all joints and cracks to prevent water infiltration.
- 10) Furnish and apply traffic markings, parking lot striping, and lane designations.
- 11) Provide and install ADA-compliant accessible parking spaces, crosswalks, and no-parking zones.
- 12) Apply thermoplastic, epoxy, or paint-based pavement markings, per contract documents.
- 13) Furnish and install all parking lot accessories i.e. parking bumpers, signs, and striping.
- 14) Ensure proper alignment, visibility, and reflectivity of all striping.
- 15) Furnish and install all permanent traffic control and regulatory signage.
- 16) Install ADA parking signs and fire lane signage per code requirements.
- 17) Secure all signs with metal posts, anchors, and breakaway bases, as required.
- 18) Verify site conditions before mobilization and coordinate with the construction manager.
- 19) Ensure proper scheduling with other trades to avoid conflicts with landscaping, utilities, or concrete work.
- 20) Work around site access restrictions to minimize disruptions to operations or adjacent roadways.
- 21) Provide temporary traffic control measures during paving operations, if required.
- 22) Inspect finished asphalt surface for smoothness, uniformity, and proper compaction.
- 23) This subcontract is intended to be all inclusive of labor and equipment required for the scope of work.
- 24) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
- 25) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
- 26) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
- 27) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 28) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 29) The subcontractor shall include any dewatering as necessary to perform scope of work.

- 30) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 31) The subcontractor to include all permits applicable to scope of work, including IDP, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 32) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 33) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Concrete
- 2) Testing

Add/Deduct Alternates:

- A. None

Bid Package 32B: Landscape & Irrigation

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
328423 – Underground Sprinklers	329223 – Sodding
329300 – Plants	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 4) Include sales tax.
- 5) Include Davis Bacon wage Requirements.
- 6) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).
- 7) Furnish and install gas fire pit insert, control, and ceramic fiber river rock (alternate 3).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install all landscape materials, irrigation systems, and sod per contract documents and project specifications.
 - b. Submit plant lists, irrigation layouts, and material submittals for approval.
 - c. Coordinate installation with the construction manager and other trades to prevent conflicts.
 - d. Provide all necessary tools, equipment, fasteners, fertilizers, and installation hardware for a complete installation.
- 2) Site Preparation & Grading
 - a. Verify site conditions, elevations, and soil conditions before installation begins.
 - b. Excavate, backfill, and prepare soil as needed for planting beds, sod, and irrigation systems.
 - c. Remove rocks, debris, and construction waste from planting and sodding areas.
 - d. Ensure proper grading and drainage to prevent erosion and water pooling.
 - e. Install soil amendments, mulch, and topsoil as specified.
- 3) Planting & Landscape Installation
 - a. Furnish and install trees, shrubs, perennials, ornamental grasses, and ground cover as specified.
 - b. Ensure proper spacing, depth, and staking of all plant materials.
 - c. Install mulch, rock, or landscape fabric around trees and plant beds as required.
 - d. Apply fertilizers, root stimulants, and soil conditioners as needed for plant health.
 - e. Provide and install protective barriers, edging, or tree guards where specified.
- 4) Sod Installation & Turf Establishment
 - a. Furnish and install high-quality sod per project specifications.
 - b. Verify proper soil preparation, grading, and leveling before sodding.
 - c. Ensure proper sod seam staggering and tight placement to avoid gaps.
 - d. Water and roll the sod to establish good soil contact.
 - e. Apply fertilizer and initial watering after installation to promote rooting.
- 5) Irrigation System Installation
 - a. Furnish and install complete irrigation systems, including mainlines, lateral lines, and controllers.
 - b. Provide and install sprinkler heads, drip irrigation systems, valves, and backflow preventers.
 - c. Install rain sensors, smart controllers, and moisture sensors, if required.
 - d. Conduct system pressure testing and backflow testing before final acceptance.
 - e. Flush and adjust all sprinkler heads and drip emitters to ensure proper operation.
- 6) Hardscape & Landscape Accessories (If Required)
 - a. Furnish and install decorative boulders, retaining walls, and edging materials.
 - b. Provide and install pavers, stepping stones, or gravel pathways.
- 7) Installation & Coordination
 - a. Verify planting layouts, irrigation routes, and sod coverage areas before installation.
 - b. Coordinate with construction manager, site utilities, underground drainage, and MEP trades to prevent conflicts.
 - c. Ensure proper clearances around structures, sidewalks, and roadways.
- 8) Maintenance & Warranty Period

- a. Provide initial watering, fertilization, and maintenance of plantings and sod per contract requirements.
 - b. Replace dead or damaged plant materials and sod during the warranty period.
 - c. Ensure irrigation system adjustments and winterization (if required) before project turnover.
 - d. Train owners or facility managers on irrigation system operation and landscape maintenance.
- 9) This subcontract is intended to be all inclusive of labor and equipment required for the scope of work.
 - 10) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
 - 11) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
 - 12) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.
 - 13) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
 - 14) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
 - 15) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
 - 16) The subcontractor to include all permits applicable to scope of work, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
 - 17) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
 - 18) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Underground water service
- 2) Ongoing landscape maintenance beyond warranty period
- 3) Stormwater management features such as bioswales or retention ponds
- 4) Irrigation water meters

Add/Deduct Alternates:

- A. Alternate 3: Fire Pit.
 - a. Base Bid: Sod area on east of covered patio.
 - b. Alternate Item: Fire pit with concrete walk, concrete columns, pre-engineered metal roof, and benches.

Bid Package 32C: Fencing

Applicable Specifications:

Division 00 – Procurement and Contracting Requirements	Division 01 – General Requirements
323113 – Chain Link Fences and Gates	

In the event of a conflict or ambiguity between the following clarifications, as related to the scopes of work, and contract documents, the contract documents shall take precedence. The following scope clarifications are intended to emphasize, amplify, and clarify work included in this bid package. These clarifications do not in any way supersede the contract documents nor do they list every item of work included or required by the contract documents for this bid package.

Project Specific Inclusions: *Line items listed below are specific to this project and general in nature. All costs associated shall be included within the base bid for this subcontract. Scopes listed shall be priced in their entirety (inclusive of all labor, material, equipment, and supervision) for a complete and finished system per the contract documents.*

- 1) Include sales tax.
- 2) Include Davis Bacon wage Requirements.
- 3) Include all TERO daily labor costs (1/2% TERO fee to be covered by construction manager).

General Subcontractor Inclusions: *Line items listed below are typical or boilerplate in nature and shall be included in the base bid IF supported and required by the contract documents unless noted otherwise.*

- 1) General Scope
 - a. Furnish and install all fencing systems, gates, and accessories per contract documents and project specifications.
 - b. Ensure compliance with IBC, ASTM, OSHA, and local zoning or security regulations.
 - c. Submit shop drawings, product submittals, and manufacturer specifications for approval.
 - d. Coordinate installation with the construction manager to prevent conflicts.
 - e. Provide all necessary tools, equipment, fasteners, concrete, and hardware for a complete installation.
- 2) Fence Types & Installation
 - a. Furnish and install chain link fencing, including galvanized, black vinyl-coated, or other specified coatings.
 - b. Provide and install ornamental metal fencing, including aluminum or steel decorative fencing.
 - c. Install wood fencing, including privacy fences, shadowbox, or board-on-board styles.
 - d. Furnish and install vinyl fencing, including solid privacy, picket, or ranch-style fencing.
 - e. Provide welded wire, security fencing, and anti-climb systems as required.
- 3) Fence Posts, Foundations & Footings
 - a. Excavate and install concrete footings for fence posts per project specifications.
 - b. Ensure proper depth and anchoring to meet wind load and stability requirements.
 - c. Securely set all corner, terminal, and line posts at required intervals.
 - d. Remove all spoils from installation.
- 4) Gate Installation & Accessories
 - a. Furnish and install swing gates, slide gates, and pedestrian access gates.
 - b. Provide and install automated gate operators, including keypads, remotes, and access control systems.
 - c. Ensure ADA-compliant pedestrian gate systems where required.
 - d. Install barbed wire, razor wire, or security enhancements where specified.
 - e. Provide all gate hinges, latches, drop rods, and locking mechanisms.
 - f. Furnish and install privacy screens, wind barriers, or mesh inserts where required.
- 5) Installation & Coordination
 - a. Verify property lines, fence locations, and post spacing per contract documents before installation.
 - b. Coordinate with underground utility contractors to prevent conflicts during post excavation.
 - c. Work with landscape and site development teams to ensure proper clearances and alignment.
 - d. Ensure all fence panels, gates, and accessories are plumb, level, and properly fastened.
 - e. Provide temporary bracing or support for fence sections during installation.
- 6) This subcontract is intended to be all inclusive of labor and equipment required for the scope of work.
- 7) This subcontract includes all items of work covered by the specifications be they named, inferred, or normally performed by members of subcontractor's industry. For clarification purposes, we may list items to be included in addition to those which are covered in the plans and specifications.
- 8) The subcontractor acknowledges and agrees that any recapitulation of the work to be performed shall be for the sole and exclusive purpose of clarifying the status of those items which are included in the subcontractor's scope of work. Items not specifically mentioned but are normally performed by members of the trade's industry are included as part of the subcontractor's scope of work.
- 9) All work included in this subcontract shall be according to the project/progress schedule provided by the construction manager. This includes day and night work as required by project schedule. If the Subcontractor falls behind schedule in the submittal

portion or the installation portion of this Subcontract through no fault of the Contractor or the Owner, the Subcontractor shall work overtime or perform shift work at no extra cost to Contractor as necessary to maintain the project schedule.

- 10) The subcontractor shall understand when their scope of work is to be put in place and include all weather protective means as required.
- 11) The subcontractor is responsible for any track out created by employees, subcontractors, or vendors of said subcontractor.
- 12) The subcontractor to include a minimum 40-hr work week. This shall mean work, put in place, by the subcontractor and not inclusive of travel time.
- 13) The subcontractor to include all permits applicable to scope of work, as required by the contract documents, or, as required by authorities having authority inclusive of any fees.
- 14) The subcontractor to include all applicable submittals and submittal requirements as identified and required by the contract documents including, but not limited to mockups, samples, product data, shop drawings, calculations, certifications, delegated design, engineering, stamps, warranties etc.
- 15) All submittals, shop drawings, samples, product data, etc., to be uploaded via Procore.

Exclusions:

- 1) Site grading
- 2) Excavation beyond post holes
- 3) Electrical conduit and wire to automated gates

Add/Deduct Alternates:

- A. None

Attachment B

(Standard Form of Contract)

Maska Builders, L.L.C.
MASTER SUBCONTRACT AGREEMENT (Lump Sum)

This Agreement made this **XX** day of **XX, 20xx**, and effective until indefinite, by and between Maska Builders, L.L.C., an Oklahoma Company whose principal address is 555 North Elm Street, Jenks, Oklahoma 74884, hereinafter referred to as THE GENERAL CONTRACTOR, and **Example Contractor**, whose principal address is **Example Address, XX xxxxx**, hereinafter referred to as THE SUBCONTRACTOR, to perform work on projects as delineated by specific Work Orders issued as appropriate.

Now therefore in consideration of the mutual covenants herein made by Contractor and Subcontractor, the parties mutually agree as follows:

- 1) Subcontractor promises, covenants and agrees to furnish all labor, material, tools, taxes (if applicable), insurance, equipment, services and supplies in a good and workmanlike manner to perform the work as described in specific Work Orders. Work Orders shall be issued for the construction of each project, defining the project, Owner, specific Contract Documents, Scope of Work, and Work Order Sum to be paid to Subcontractor. Work shall be performed in accordance with the Contract Documents as defined in Article III.
- 2) Contractor agrees to pay Subcontractor in Tulsa County, Oklahoma for the scope of Work described in each Work Order. Subcontractor agrees to accept payments to be made in accordance with Articles V and VI.
- 3) The Master Subcontract Agreement consisting of Articles I thru XIV and any exhibits or addendum attached or referred to therein or incorporated therein are made a part of this Agreement.
- 4) Contractor shall furnish Contractor a Certificate of Insurance per Article VIII prior to commencing the Work.
- 5) Prior to starting work, Subcontractor is required to submit for approval, all suppliers, with contact names and numbers. In the event the Subcontractor does not pay supplier bills with received funds each month, the Subcontractor will forfeit all retainage for each project.

In Witness whereof, the parties hereto have executed this Subcontract Agreement for themselves, their heirs, executors, successors, administrators and assignees.

Subcontractor:
Example Contractor

Maska Builders L.L.C.

By: _____

By _____
L. David Kerns, Manager

Printed Name: _____

Title: _____

Date: _____

Date: _____

Phone: 918-392-7083 Fax: 918-392-7084

Phone: _____

Fax: _____

ARTICLE I
SCOPE OF WORK

1.01 Subcontract Work: Subcontractor shall furnish all labor, materials, fuel, equipment, tools, machinery, and supplies; perform all Work; obtain all necessary permits; and do all things necessary to complete the following part or parts of the Agreement in strict compliance with the contract documents described in Article III below. All of the referenced Work shall be in strict compliance with contract documents. Deviation from contract documents requires prior approval from Contractor by way of submittal process. Please allow two weeks for submittal process.

ARTICLE II
AGREEMENT SUM

2.01 Contractor agrees to pay Subcontractor the sum stated in the specific Work Orders for performance of the Subcontract Work thereunder, subject to adjustments for changes pursuant to Article VII - Changes.

2.02 Receipt of payment from the Owner for the Subcontractor's work is a condition precedent to Contractor's obligation to make payment to the Subcontractor, regardless of the reason for Owner's nonpayment, whether attributable to the fault of the Owner, the Contractor, the Subcontractor, or to any other cause. Payment as used in this clause shall include retainage, progress payments, payment for change orders and extra work, and final payment. The Subcontractor hereby acknowledges that it relies solely and exclusively on the credit of the Owner, not the Contractor, for payment for its work.

ARTICLE III
CONTRACT DOCUMENTS

3.01 The contract documents are specifically referred to in the Work Orders for each specific project and shall include this Master Subcontract Agreement

3.02 Subcontractor acknowledges that he has read the contract documents and is familiar with each and every part thereof affecting his Subcontract Work, together with all related drawings, plans, specifications, general provisions and conditions incidental thereto. Subcontractor, by examination, has satisfied himself as to the nature and location of the Work; the character, other local conditions or matters affecting compliance with the contract documents. Further, Subcontractor is familiar with the respective rights, powers, benefits and liabilities of the Contractor and the Owner under the contract documents and hereby agrees to comply with and perform all provisions thereof which are applicable to the Subcontract Work.

3.03 Any provisions arising with respect to interpretation of the contract documents or any related drawings, plans, or specifications shall be submitted through the Contractor and the Subcontractor shall follow the Contractor's directions with respect to such matters.

3.04 Subcontractor shall be bound to the Contractor by the terms of the contract documents and this Agreement and assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner, as applicable to this Subcontract. Subcontractor is bound to the same conditions as stated in the prime Contract between the Contractor and Owner (copy of prime Contract supplied upon request).

3.05 Subcontractor shall promptly submit shop drawings and samples, as required in order to carry on and work efficiently and at a speed that will not cause delay in the progress of the Contractor's Work on other branches of the Work carried on by other Subcontractors.

3.06 Subcontractor acknowledges receipt of all plans, specifications, drawings, forms and other items referred to in this Agreement.

ARTICLE IV PERFORMANCE.
PROSECUTION OF WORK, DAMAGES FOR DELAY

4.01 Time is of the essence to this Agreement Subcontractor shall begin Work as soon as instructed by the Contractor and shall prosecute the Subcontract Work promptly, efficiently and in a manner that will not cause delay to the progress of Contractor's Work or other Work performed on the project by other Subcontractors.

4.02 Subcontractor shall provide Contractor with scheduling information and Subcontractor's proposed performance schedule in a form satisfactory to the Contractor. Contractor may from time to time as the Work progresses, reschedule the order of Work to be performed by Subcontractor or otherwise revise subcontractor's schedule. Subcontractor agrees to comply with such schedule revision without any increases to the subcontract price for acceleration or delay.

4.03 Subcontractor shall furnish periodic progress reports of Subcontract Work as may be required by Contractor and shall attend periodic conferences at the job site to discuss progress.

4.04 Subcontractor shall be liable for any damages for delay sustained by Contractor caused directly or indirectly by Subcontractor, including but not limited to, damages, liquidated or otherwise, for which Contractor is liable to Owner and Contractor's overhead and expenses related to managing and supervising the prime contract Work during such periods of delay. Any such damages shall be deducted from payments due Subcontractor, and if such damages exceed the amount of payments due, Subcontractor shall pay Contractor upon demand, such excess damages due.

4.05 Contractor shall not be liable to Subcontractor for delay to Subcontractor's Work caused by the act, neglect or default of the Owner or Owner's representative, or by reason of fire or other casualty, or on account of riots or strikes, or other combined actions of the workmen or others, or on account of any acts of God, or any other causes beyond the Contractor's control, or any circumstance caused or contributed to by any Subcontractor or any other party performing a part of the Work; but Contractor will cooperate with Subcontractor to enforce any just claim against the Owner or Owner's representative for delay. Contractor shall be reimbursed by Subcontractor for any expenses, including attorney's fees, in connection with any claims asserted at the request of Subcontractor. Should Subcontractor be delayed in his Work by Contractor, then Contractor shall owe Subcontractor therefore only an extension of time for completion equal to the delay caused, and then only if written claim for delay is made to Contractor within forty-eight (48) hours from the time of the beginning of the delay.

4.06 Subcontractor shall perform all Work subject to the final approval of the Owner's authorized agent, and his decision in matters relating to artistic effect shall be final, if within the terms of the contract documents.

ARTICLE V **PROGRESS PAYMENTS**

5.01 Subcontractor shall submit to the Contractor monthly applications for payment on the date specified by the Contractor to enable Contractor to include such amount in his application of payment to the Owner. Payments are made on valuations of Subcontract Work performed. The Subcontractor has submitted to the Contractor a schedule of values of the various parts of the Work, aggregate to the total sum of the Agreement. In applying for payment, the Subcontractor shall submit a statement based upon this schedule. Application for payment made on account of materials not incorporated in the Work, but delivered and suitably stored at the site or at some other location agreed upon in writing, shall include evidence of payment from supplier and shall be in accordance with the terms and conditions of the contract documents. Applications for payment submitted by the 20th day of each month shall be processed by the Contractor for payment. Progress payments shall be made to Subcontractor on or about the 25th day of the following month, provided that like payment has been made to Contractor by Owner. See Paragraph 2.02.

5.02 Retainage of ten percent (10%) of the sums due thereunder shall be withheld until completion and acceptance of all Work to be performed, however, not to exceed thirty (30) days under this Agreement, provided that like payment has been made to Contractor by Owner. See Paragraph 2.02.

5.03 In the event the Contractor believes any of the conditions listed below warrant such action, the Contractor may withhold from monthly progress payments due thereunder sums deemed necessary to protect the Contractor and Owner from any losses on account of: (a) Defective Work not remedied; (b) Failure of the Subcontractor to (i) pay bills for labor and/or materials furnished in connection with the Subcontract Work; and (ii) deliver to Maska Builders, L.L.C.. affidavits and/or waivers, releases and indemnities On forms acceptable to Maska Builders, L.L.C. from laborers, lower tier contractors and materialmen who furnish labor or provide materials in connection with the Subcontract Work.; (c) Inability of Subcontractor to complete the Subcontract Work for the unpaid Subcontract balance; (d) Failure of the Subcontractor to diligently prosecute the Subcontract Work such that damages for delay are likely; (e) Damages to another Subcontractor; or, (f) Breach by the Subcontractor of any provision or obligations of this Agreement.

5.04 Subcontract shall pay for all taxes, materials, equipment, and labor used in, or connection with the performance of the Agreement, throughout the period covered by previous payments received from the Contractor and furnish satisfactory evidence when requested by the Contractor to verify compliance with this request

5.05 Contractor reserves the right to make any payment to Subcontractor through the medium of a check made payable to the joint order of: (a) Subcontractor and such of Subcontractor's workmen, material men, suppliers; or (b) Subcontractors, or to any of Subcontractor's creditors having potential lien rights against the Work or claims against any payment bond of Contractor, whose claim against Subcontractor shall, in Contractor's sole determination, be in jeopardy of non-payment.

5.06 All contract documents must be fully executed (notarized where applicable) and forwarded to Contractor before payment will be released, I.e., Certificates of Insurance showing General Liability limits and Worker's Compensation coverage, IRS W 9 Form, Release of Lien Forms, Warranty Letters and Affidavits of All Bills Paid.

ARTICLE VI **FINAL PAYMENT**

6.01 Final payment shall be paid to the Subcontractor upon approval by the Owner, Architect and the Contractor of the Subcontractor's Work and, upon payment having been received by the Contractor for all the Subcontractor's Work, including any retainage withheld by the Owner from Contractor, attributable to the Subcontract Work, and satisfactory evidence having been received by the Contractor that all labor, including customary fringe benefits and payments due under collective bargaining agreements, and all Subcontractors and material men have been paid to date and are waiving their lien rights upon the final payment of a specific balance due. See Paragraph 2.02.

6.02 Applications for final payment shall be accompanied by a warranty letter and all necessary closeout documents as detailed in the Project Manual and Specifications as required by the construction contract. Prior to releasing or in conjunction with release of final payment, Subcontractor must execute an unconditional lien waiver and an affidavit of bills paid

ARTICLE VII **CHANGES**

7.01 The Subcontractor may be ordered by the Contractor, without invalidating the Subcontract, to make changes in the Subcontract Work within the general scope of this Subcontract, consisting of additions, deletions or other revisions to the Subcontract Work. Subcontractor, prior to the commencement of such changed or revised Work, shall promptly submit to the Contractor any claim for adjustment to the Subcontract price or performance schedule because of such changed or revised Work.

7.02 Subcontractor shall not be entitled to any extra compensation or additional performance time for any changed or revised Work unless the notice of claim for adjustment is provided the Contractor before such changed or revised Work is performed, and either. (a) the Contractor or Subcontractor entered into a modification changing the agreement sum and/or schedules; or, (b) the Contractor, after receiving the Subcontractor's claim, provides the Subcontractor notice to proceed with the changed or revised Work absent such modification.

7.03 Notwithstanding anything contained herein to the contrary, if the Work for which the Subcontractor claims extra compensation to be due is determined pursuant to the contract documents to be such that the Contractor is not entitled to additional compensation for such Work from the Owner, the Contractor shall not be liable to the Subcontractor for any extra compensation for such Work.

7.04 All Change Orders, Modifications, Claims for Adjustments, and Notice contemplated in this Article VII shall be in writing. All such requests shall be broken into cost categories of costs, overhead and profit, and sales/use tax Of applicable).

7.05 Duly authorized officers (president or Vice President) of the company are the only representatives of the Contractor who are authorized to approve and sign Change Orders.

7.06 All Change Orders, Modifications, Claims for Adjustments not directly reimbursed by the Owner and paid by Mask Builders, L.L.C., shall be passed on at cost, that is, without overhead and profit.

ARTICLE VIII
INSURANCE

8.01 Prior to starting Work, the Subcontractor/Supplier shall procure and maintain in force insurance as described below. Certificates of Insurance to be issued on ACORD Form 25 provided by companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Owner and Contractor are in force. Required endorsements must be included. Reference specific project in the certificate description/comments area for identification purposes. Subcontractor/Supplier shall not commence work until they have furnished two (2) copies of Certificate of Insurance to Contractor.

A. COMMERCIAL GENERAL LIABILITY INSURANCE: Coverage form at least equal to ISO CG 00 01, latest available edition, on an occurrence basis. Subcontractor/Supplier shall identify on the Certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor/Supplier's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor/Supplier shall obtain appropriate endorsements acceptable to Contractor as a condition of this Subcontract. The above coverage shall be written for not less than the following minimum limits:

\$1,000,000	General Aggregate (Per Project)
\$1,000,000	Each Occurrence
\$1,000,000	Products Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Owned, Hired and Non-Owned vehicles shall be written for not less than the following minimum limits:

\$1,000,000	Combined Single Limit – Per Accident
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UMBRELLA (EXCESS) LIABILITY INSURANCE: Coverage shall be excess over and be no less broad than all underlying coverages.

\$2,000,000	General Aggregate
\$2,000,000	Products – Completed Operations Aggregate
\$2,000,000	Each Occurrence

POLUTION LIABILITY INSURANCE: Coverage shall be written for not less than the following minimum limits:

\$2,000,000	Aggregate
\$2,000,000	Each Incident

PROFESSIONAL LIABILITY INSURANCE: Any retroactive date applicable to the policy shall precede the commencement of any professional services provided under this Agreement. Professional Liability Insurance coverage shall be maintained by the Subcontractor/Supplier for not less than three (3) years beyond the completion of the project with no change in the original retroactive date. If Subcontractor/Supplier enters into an agreement with a third-party Professional Engineer for professional services provided under this Agreement, Contractor will accept evidence of Professional Liability from such Professional Engineer as fulfillment of this requirement herein. Coverage shall be written for not less than the following minimum limits:

\$2,000,000	Aggregate
\$2,000,000	Each Claim

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Statutory Workers' Compensation coverage in accordance with the laws of the State of Operations.

Employer's Liability Coverage with a minimum limit of:

\$1,000,000	Bodily Injury by Accident – Each Accident
\$1,000,000	Bodily Injury by Disease – Policy Limit
\$1,000,000	Bodily Injury by Disease – Each Employee

BUILDER'S RISK INSURANCE: Builder's Risk coverage including the interests of the Subcontractor/Supplier will be provided

by Owner or General Contractor as identified in the Subcontract Documents. The Subcontractor is responsible for the \$10,000 Builder's Risk deductible for each loss to the extent losses payable under the Builder's Risk policy are attributable to the Subcontractor's work, acts or omissions, or the work, acts or omissions of any lower tier subcontractor, or any other party for whom Subcontractor may be responsible. Contractor and Subcontractor waive all rights against each other and any of their subcontractors for damages caused by fire or other causes of loss to the extent covered by Builder's Risk insurance, except such rights as they have to proceeds of such insurance held by the Contractor or Owner as fiduciary. Subcontractor shall require all of its subcontractors, by appropriate agreement, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

CONDITIONS:

1. All Subcontractor/Suppliers, unless otherwise approved by Contractor, shall be required to carry insurance equal to that as stated above.
2. General Liability, Automobile Liability, Umbrella/Excess Liability and Pollution Liability will include Subcontractor/Suppliers officers, directors, and shareholders of Subcontractor/Supplier (or their equivalents if Subcontractor/Supplier is not a corporation), Contractor and Owner as Additional Insureds, for ongoing and completed operations on a primary and non-contributory basis, with contractual coverage and such other insurance, to the extent required by the contract documents for the Subcontractor/Supplier's Work. Additional Insured status for completed operations coverage will be maintained for a period equal to the statute of repose for the state of operations.
3. To the fullest extent permitted by law, all insurance policies procured, paid for, and maintained by the Subcontractor/Supplier for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation in favor of the Contractor, Owner and others as required by the Owner-Contractor Agreement. This Waiver of Subrogation is required not only with respect to insurance required of Subcontractor/Supplier in this article, but also with respect to any other property, inland marine, liability, or other insurance the Subcontractor/Supplier may have in force that may cover the work performed for this job.
4. Subcontractor/Supplier agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverage or coverage limits, cancellation, or non-renewal of Subcontractor/Supplier policies. Subcontractor agrees to provide new, complying Certificates showing property renewal coverages and limits in force at least 10 days prior to expiration of current policies.
5. Subcontractor/Supplier shall be responsible for securing whatever fire and extended coverage Subcontractor/Supplier may deem necessary for protection against loss of owned, rented, or borrowed equipment and tools, including, but not limited to any tools, equipment, scaffolding, staging, and trailers owned, rented, or borrowed by Subcontractor/Supplier. Contractor shall have no liability with respect to such equipment and tools. Failure of the Subcontractor/Supplier to secure such insurance or to maintain adequate levels of coverage shall not obligate Contractor for any losses on owned, rented, or borrowed equipment.
6. The amount and types of insurance coverage required to be provided by Subcontractor/Supplier herein, including any limitation on Subcontractor/Supplier's obligation to include Contractor, Owner and others as required by the Owner-Contractor Agreement as Additional Insureds on Subcontractor/Supplier's liability policies, shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractor/Suppliers.
7. Contractor shall have no duty to Subcontractor/Supplier or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Contractor or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Subcontract Documents. A failure of Contractor to detect that Subcontractor/Supplier has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract Documents shall not be considered a waiver or other impairment of any of Contractor's rights under such insurance-related provisions.
8. Any deductibles or retentions under Subcontractor/Supplier's policies shall be paid by, assumed by, for the account of, and at Subcontractor/Supplier's sole risk.
9. If the Subcontractor/Supplier fails to procure and maintain such insurance, in addition to the option of declaring

Subcontractor/Supplier in default for breach of a material provision of the Subcontract, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Contractor with equivalent protection, and Subcontractor/Supplier shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor/Supplier or Contractor shall notify Subcontractor/Supplier of the cost thereof and Subcontractor/Supplier shall promptly pay such cost.

10. If Subcontractor/Supplier enters any subcontract with any lower-tier Subcontractor/Supplier, Subcontractor/Supplier shall require such lower-tier Subcontractor/Supplier to maintain insurance similar to that required of Subcontractor/Supplier under this Agreement, including primary/non-contributory additional insured and waiver of subrogation provisions as required hereunder.
11. Contractor reserves the right to require additional limits of insurance and if, in its opinion, the Subcontractor/Supplier's work creates a special hazard at the project.

ARTICLE IX INDEMNIFICATION

9.01 To the fullest extent permitted by law, the Subcontractor shall indemnify the Contractor, the Owner, the Architect/Engineer and their respective officers, directors, owners, employees, agents, insurers, sureties, and parent and affiliated entities, against any and all claims, losses, injuries, demands, actions, judgments, damages and costs and expenses of every kind and description (including, without limitation, attorneys', consultants' and experts' fees) and hold them harmless therefrom arising out of or in any way related to (i) the performance by the Subcontractor of its Work under this Agreement, the Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) any breach of this Agreement by the Subcontractor, or (iii) any act or omission by the Subcontractor, the Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, their invitees, or any person performing work directly or indirectly on behalf of the Subcontractor, or (iv) arising wholly or in part out of any negligent act or omission of the Subcontractor, the Subcontractor's subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or those for whom the Subcontractor is responsible. The provisions of this paragraph are binding on the Subcontractor where the Subcontractor is, or is alleged to be, the cause, directly or indirectly, in whole or in part, of any injury, damage or loss, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Subcontractor is obligated to provide indemnification. In the event any such claim, loss, injury, demand, action, judgment, damage, cost or expense arises out of this Agreement, the Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient, in its sole discretion, to protect and indemnify it therefrom. The Subcontractor's indemnification of any or all of the persons and entities indemnified hereunder shall, however, not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Subcontractor, its agents, representatives, the Subcontractor's subcontractors or suppliers, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Nor shall the Subcontractor's obligation to indemnify hereunder apply to any claim resulting solely from the act or omission of the Contractor, the Owner or the Architect/Engineer. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which otherwise exist as to a party or person described herein.

ARTICLE X WARRANTY

10.01 The Subcontractor agrees to promptly make good, without cost to the Owner or Contractor, any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period so established in the contract documents; and if no such period be stipulated in the contract documents, then such guarantee shall be for a period of one year from date of substantial completion and acceptance of the project by the Owner. The Subcontractor further agrees to execute any special guarantee as provided by the terms of the contract documents prior to final payment.

ARTICLE XI TERMINATION

11.01 Should the Subcontractor fail at any time to supply a sufficient number of properly skilled workmen and sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail to promptly correct defective Work, or fall in the performance of any of the agreements herein contained, the Contractor may, at his

option, provide such labor, materials and equipment and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due, to the Subcontractor under this Agreement

11.02 If the Subcontractor at any time shall refuse or neglect to supply sufficient properly skilled workmen or materials or equipment of the proper quality or quantity, or fail in any respect to prosecute Subcontractor's Work with promptness and diligence, or cause by any active admission the stoppage or interference with the Work of the Contractor or other Subcontractors, or fail in performance of any of the covenants herein contained, or be unable to meet his debts as they mature, the Contractor may at his option, upon twenty-four (24) hours' notice to the Subcontractor, terminate the Subcontractor's right to proceed with the Subcontract Work by delivering written notice of termination to the Subcontractor. Thereafter, the Contractor may take possession of the plant and Work, materials, tools, appliances and equipment of the Subcontractor at the building site, and through himself or others provide labor, equipment and materials to prosecute Subcontractor's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees incurred as a result of the Subcontractor's failure to perform, from any money then due or thereafter to become due to the Subcontractor under this Agreement.

11.03 If the contract between the Contractor and Owner contains a provision by which the Owner may terminate the right of the Contractor to proceed with the project for the convenience of the Owner, the Contractor shall have the right thereunder to terminate the right of the Subcontractor to proceed with the Subcontract Work for the convenience of the Contractor. In the event the Contractor terminates the right of the Subcontractor to proceed with the Subcontract Work for the convenience of the Contractor, the Subcontractor shall be compensated in accordance with the provisions of the Termination for Convenience provision of the prime contract. The Subcontractor shall be entitled to no other compensation or damages for any termination for the convenience of the Contractor, except as provided in this Paragraph 11.03.

11.04 If the Contractor so terminates the employment of the Subcontractor, the Subcontractor shall not be entitled to any future payment under this Agreement until Subcontractors Work has been completed and accepted by the Owner and payment has been received by the Contractor from any money then due or thereafter to become due to the Subcontractor under this Agreement.

11.05 This offer may be withdrawn by Maska Builders, L.L.C. - General Contractors if not accepted within thirty (30) days from date of this Agreement.

ARTICLE XII **CLAIMS**

12.01 The Subcontractor agrees to make any claims to the Contractor for damaged or additional compensation based on "alleged extra Work, changed conditions, or any other grounds in the same manner as provided in the contract documents for like claims of the Contractor upon the Owner, and in such times as will enable the Contractor to present such claims to the Owner for payment or recognition, and the Contractor will not be liable to the Subcontractor on account of any claim not timely or properly presented, nor unless and until it is allowed by the Owner. Notwithstanding anything to the contrary contained herein, no interruption, cessation, postponement or delay in the commencement of the Work or in the progress thereof from any cause whatsoever, including disputes, shall relieve the Subcontractor of its duty to perform or give rise to any right therefore with respect to the Work to be performed by Subcontractor thereunder, and the Subcontractor hereby expressly waives and releases any other or further right to damages or additional compensation.

12.02 In the event of any dispute or claim between the Contractor and the Owner which directly or indirectly involves the Work required to be performed by Subcontractor under this Subcontract, or in the event of any dispute or claim between Contractor and Subcontractor which directly or indirectly involves a claim against the Owner for either additional compensation and/or an extension of time under the contract documents, 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 contract documents and by any and all decisions, findings or determinations made thereunder by the person so authorized in the contract documents, or by an administrative agency or court of competent jurisdiction, whether or not Subcontractor is a party to the proceedings before said person, agency or court. If any dispute or claim is prosecuted or defended by Contractor, and Subcontractor is not directly a party or litigant, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith to the extent of the Subcontractor's interest in such claim or dispute. It is expressly understood and agreed, in connection with the determination of such claims or disputes, that as to any

and all Work done and agreed to be done by the Subcontractor, and as to any and all materials or services furnished or agreed to be furnished by the Subcontractor, and as to any and all damage, if any, incurred by Subcontractor in connection with this project, Contractor shall never be liable to Subcontractor to any greater extent than Owner is liable to Contractor.

12.03 If the Subcontractor encounters surfaces or Work which he considers unsatisfactory, and which affect the Work under this Subcontract, or if the Subcontractor encounters any other condition whatsoever upon which he may base a claim for extra compensation, extra time or any other type of claim, it shall be his duty to give written notice to the Contractor prior to commencing any Work involving said conditions in order to allow the Contractor to inspect said conditions and to make such arrangements and take such steps as Contractor deems necessary. In the absence of such notice to the Contractor, Subcontractor shall be fully and solely responsible and liable for any and all expenses, loss, or damages resulting from said condition and Contractor shall be relieved of all liability in connection therewith.

12.04 Subcontractor shall call) on Subcontractor's Work and maintain his progress during any arbitration or litigation proceedings.

12.05 All Claims or disputes between the Subcontractor and the Contractor arising out or relating to the Contract, or the breach thereof, shall be decided by arbitration in accordance-with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. 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. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the General Contract or this Agreement shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (a) such person or entity is substantially involved in a common questions of fact or law, (b) the presence of such person or entity is required if complete relief is to be accorded in the arbitration and the interest or responsibility of such person or entity in the matter is not insubstantial. The Agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

12.06 Subcontractor shall make no claim for services rendered or materials furnished by the Subcontractor to the Contractor unless written notice thereof is given by the Subcontractor to the Contractor during the first ten (10) days of the calendar month following that in which the claim originated.

ARTICLE XIII **PROTECTION OF PERSONS AND PROPERTY**

13.01 Subcontractor shall not discriminate against any employee or applicant for employment because of race, sex, creed, color, age or national origin.

13.02 Subcontractor shall take necessary precaution to properly protect the finished Work of other trades and Subcontractors.

13.03 Subcontractor shall pay all laborers and mechanics performing Work upon the project no less than the minimum rate of pay and fringe benefits as may be specified in the contract documents, and provide certified payroll reports weekly, or as may be required by Contractor, evidencing payment of such wage rates.

13.04 Keep the building and premises clean, at all times, of debris arising out of the operation of this Agreement. The Subcontractor shall not be held responsible for unclean conditions caused by other Contractors or Subcontractors unless otherwise provided for. Subcontractor shall be given one (1) twenty-four (24) hour notice to remove his trash. If, at the end of the twenty-four (24) hour notice period, the Subcontractor's trash has not been removed, Contractor shall, without further notice, remove trash at a flat rate of fifty dollars (\$50.00) per hour with a minimum two (2) hour charge. A deductive change order shall be issued for cleaning expenses and will be signed by Subcontractor prior to Contractor's payment of any additional money to Subcontractors.

13.05 Comply with all Federal, State and local laws and ordinances applying to the building or structure and to comply and give adequate notices relating to the Work to the proper authorities, and to secure and pay for all necessary licenses or permits to call) on the Work as described in the contract documents as applicable to this Agreement.

13.06 Subcontractor shall comply with all Federal, State, and local statutes, Social Security statutes, and Unemployment Compensation statutes and Worker's Compensation statutes insofar as applicable to the performance) the Agreement.

13.07 Subcontractor shall provide sufficient, safe and proper facilities at all times for the inspection of the Work by the Contractor or his authorized representatives. Work not meeting the specifications or intent of the drawings shall be removed or rebuilt to conform to same at Subcontractor's expenses.

13.08 Subcontractor shall comply with all safety regulations on the Federal, State, and municipal authorities, and) particularly agrees to comply with all the requirements of the most current Occupational Safety and Health Act and all regulations promulgated by the U.S. Department of Labor under the terms thereof.

13.09 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, given written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other Subcontractors and other employers on the site.

13.10 In the event the Subcontractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Subcontractor shall immediately stop Work the area affected and report the condition to the Contractor in writing. The Work in the affected area shall resume in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written, agreement of the Contractor and Subcontractor, or in accordance with final determination by the Architect on which titration has not been demanded, or by arbitration as provided in this Agreement.

ARTICLE XIV **SEXUAL AND OTHER UNLAWFUL HARASSMENT**

14.01 Subcontractor agrees that, as a condition of contracting with Contractor, it shall adopt the following policy against unlawful harassment, and shall publicize it to all of the Subcontractor's managers, employees, and agents. As a condition of contracting with Contractor, Subcontractor hereby authorizes Contractor to investigate any reported alleged violation of the unlawful harassment policy, and agrees that it will fully cooperate with any such investigation by Contractor, including but not limited to requiring its employees to meet with and truthfully answer all questions posed by the agents of Contractor, while on paid working time of the Subcontractor at the Subcontractor's expense. Subcontractor agrees that any breach of the unlawful harassment policy shall be deemed a material breach of its contract with Contractor.

14.02 All employees are entitled to function in a work environment that nourishes respect for the dignity of each individual. This policy is adopted in further of that goal.

14.03 It is against the policy of this company for an employee to harass another person because of that person's sex, race, color, religion, national origin, age, disabled status, marital status, veteran's status, sexual orientation, or other characteristic protected by law. Action, words, jokes, or comments based upon such characteristics will not be tolerated.

14.04 It is against the policies of this company for an employee to sexually harass another person. Unwelcomed sexual advancements, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decision affecting such individual; or conduct has the purpose or effect of unreasonably interfering with an individual's work performance or environment

14.05 Any person who believes that he or she is being unlawfully harassed should immediately contact their supervisor or an officer of this company.

14.06 All complaints of harassment will be promptly thoroughly and confidentially investigated and, where necessary, appropriate corrective action will be taken. Any person found to have unlawfully harassed another employee will be subject to appropriate disciplinary action, up to and including immediate discharge.

14.07 Subcontractor agrees that all employees of Subcontractor will wear a badge which clearly states Subcontractor's name

and the employee's name.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.01 Subcontractor shall not assign or factor this Subcontract or any payments due, or to become due, thereunder without the written consent of the Contractor; nor subcontract the whole of this Subcontract without the written consent of the Contractor; nor further subcontract portions of this Subcontract without written notification to the Contractor, when such notification is requested by the Contractor.

15.02 Either party may require the Subcontractor to enter into agreements with Sub-subcontractors performing portions of the Work of this Agreement 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 which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions , this Agreement

15.03 Subcontractor shall maintain a qualified Superintendent, approved by Contractor, on the job at all times.

15.04 Subcontractor shall furnish all necessary liens, waivers, affidavits, or other documents which are required to keep Owner's premises free from liens or claims arising out of the furnishings of materials or equipment.

15.05 Only an officer or authorized representative of the Subcontractor's Company presenting a Power of Attorney or letter of authorization will be allowed to sign the Agreement and other pertinent contract documents.

15.06 If any provision of this. Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or validity of the balance of the provisions of this Agreement and this Agreement shall, as to lose provisions, remain in full force and effect.

15.07 This Agreement shall be construed as a unit and shall not be considered severable. If the Subcontractor fails to, perform its obligations under the Agreement and becomes obligated to pay the Contractor a sum of money which exceeds the amount of money retained by the Contractor under the terms of this Agreement, the Contractor may, at its option, withhold or deduct the amount of money due from the Subcontractor under this Agreement from the monies the contractor may be obligated to pay to the Subcontractor under any other Agreement between the Subcontractor and the Contractor.

15.08 All parties agree that in the event legal action becomes necessary the same will be filed and tried in Tulsa County, Oklahoma.

15.09 Contractor shall conduct their own punch list prior to Owner/Architect punch list. All items pertaining to Contractor's punch list must be completed independent of and prior to Owner/Architect punch list.

15.10 Contractor shall be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the contract documents and by all the provisions thereof affording remedies and redress to the Contractor from the Owner, insofar as applicable to this Agreement.

15.11 Contractor shall not issue or give any instructions, orders or directions directly to employees or workmen of the subcontractor other than the persons designated as the authorized representative(s) of the Subcontractor.

15.12 All notices required to be given under this Agreement shall be deemed delivered when Federal Expressed, faxed, or deposited in the United States mail, first class, postage prepaid to the attention of Project Manager.

15.13 This Agreement contains the entire agreement of the parties. All prior Agreements respecting the subject matter hereof are of no force or effect. All modifications to this Agreement shall be in writing, executed by both parties.

15.14 In the event there is a conflict between the contract documents and any provisions of this Agreement, the terms of this Agreement shall govern.

15.15 In the event either party is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorneys' fees.

END

Attachment C

(MASKA Safety Program)

Table of Contents

SUBJECT	TAB
Project Emergency Phone Numbers	1
Company Policy Letter	2
Employee Orientation Guide	3
Safety Program Outline / First Aid Procedures	4
Safety Disciplinary Policy	5
Safety Meetings and Self-inspections	6
General Safety Work Practices / PPE / Housekeeping	7
Job Hazard Analysis Form	8
Ladder Safety / Fall Protection / Electrical	9
Fall Protection Work Plan	10
Scaffold Safety Rules	11
Trenching and Excavating	12
Temperature Extremes (Heat / Cold Stress)	13
Heat Alert Program – OSHA Special Emphasis Program	14
Motorized Vehicles and Equipment	15
Hand and Power Tool Safety	16
Weekly Safety Meeting Attendance Documentation	17
Weekly Safety Inspection Checklist	18
Equipment Safety Inspection Checklist	19
Hazard Communication Checklist	20
Written Hazard Communication Program	21
Hazardous Substances Inventory Sheet	22
No Solicitation / No Distribution Policy	23
Accident Investigation Form	24
Permit-Required Confined Space Program	25
Control of Hazardous Energy Lockout/Tagout Program	26



PROJECT EMERGENCY PHONE NUMBERS

PROJECT NAME: _____

PROJECT ADDRESS: _____

Main Office: (918) 299-9797

Police: 911 _____
(if no 911 Service Available)

Fire: 911 _____
(if no 911 Service Available)

Ambulance: 911 _____
(if no 911 Service Available)

Hospital: 911 _____
(if no 911 Service Available)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

(Name/Position) (Telephone Number)

The telephone number of this facility is: _____

THE ADDRESS OF THIS FACILITY IS:
(To be given to emergency responders)

COMPANY POLICY LETTER

SAFETY AND HEALTH POLICY FOR Maska Builders, LLC. The purpose of this policy is to develop a high standard of safety throughout all operations of **Maska Builders, LLC.**

We believe that each employee has the right to derive personal satisfaction from his/her job and the prevention of occupational injury or illness is of such consequence to this belief that it will be given top priority at all times.

It is our intention here at **Maska Builders, LLC** to initiate and maintain complete accident prevention and safety training programs. Each individual from top management to the working person is responsible for the safety and health of those persons in their charge and the co-workers around them. By accepting mutual responsibility to operate safely, we will all contribute to the safety and well-being of all **Maska Builders, LLC'** employees.

David Kerns, Member

Employee Orientation Guide

Company:
Trainer:
Date:

Employee:
Hire Date:
Position:

This checklist is a guideline for conducting employee safety orientations for employees new to Maska Builders, LLC. Once completed and signed by both supervisor and employee, it serves as documentation that orientation has taken place.

	Date	Initials
1. Explain the company safety program, including:		
Orientation	_____	_____
On-the-job training	_____	_____
Safety meeting	_____	_____
Accident Investigation	_____	_____
Disciplinary action	_____	_____
2. Use and care of personal protective equipment. (Hard hat, fall protection, eye protection, etc.)	_____	_____
3. Line of communication and responsibility for immediately reporting accidents.		
A. When to report an injury	_____	_____
B. How to report an injury	_____	_____
C. Who to report an injury to	_____	_____
D. Filling out accident report forms	_____	_____
4. General overview of operation, procedures, methods and Hazards as they relate to the specific job	_____	_____
5. Pertinent safety rules of the company and OSHA	_____	_____
6. First aid supplies, equipment and training		
A. Obtaining treatment	_____	_____
B. Location of Facilities	_____	_____
C. Location and names of First-aid trained personnel	_____	_____
7. Emergency plan		
A. Exit location and evacuation routes	_____	_____
B. Use of fire-fighting equipment (extinguishers, hose)	_____	_____
C. Specific procedures (medical, chemical, etc.)	_____	_____
8. Vehicle safety	_____	_____
9. Personal work habits		
A. Serious consequences of horseplay	_____	_____
B. Fighting	_____	_____
C. Inattention	_____	_____
D. Smoking policy	_____	_____
E. Good housekeeping practices	_____	_____
F. Proper lifting techniques	_____	_____

NOTE TO EMPLOYEES: Do not sign unless ALL items are covered and ALL questions are satisfactorily answered.

The signatures below document that the appropriate elements have been discussed to the satisfaction of both parties and that both the supervisor and the employee accept responsibility for maintaining a safe and healthful work environment.

Date: _____ Supervisor's
Signature: _____

Date: _____ Employee's
Signature: _____

SAFETY PROGRAM OUTLINE/FIRST AID PROCEDURES

Element 1 – Safety Orientation: Each employee will be given a safety orientation by a person in management.

A description of the accident prevention program:

- We have basic safety rules that all employees must follow. They are:
- Never do anything that is unsafe in order to get the job done. If a job is unsafe, report it to your supervisor or foreman. We will find a safer way to do that job.
- Do not remove or disable any safety device! Keep guards in place at all times on operating machinery.
- Never operate a piece of equipment unless you have been trained and are authorized.
- Use your personal protective equipment whenever it is required.
- Obey all safety warning signs.
- Working under the influence of alcohol or illegal drugs or using them at work is prohibited.
- Do not bring firearms or explosives onto company property.
- Horseplay, running and fighting are prohibited
- Clean up spills immediately. Replace all tools and supplies after use. Do not allow scraps to accumulate where they will become a hazard. Good housekeeping helps prevent accidents.

How and when to report injuries:

- If you are injured or become ill on the job, report this to your supervisor.
- We have first aid qualified workers here but we do not have “designated” first-aiders. First aid at the job site is done on a Good Samaritan basis.
- If first aid trained personnel are involved in a situation involving blood, they should:
- Avoid skin contact with blood/other potentially infectious materials by letting the victim help as much as possible, and by using gloves provided in the first aid kit.
- Remove clothing, etc. with blood on it after rendering help.
- Wash thoroughly with soap and water to remove blood. A 10% chlorine bleach solution is good for disinfecting areas contaminated with blood (spills, etc.).
- Report such first aid incidents within the shift to supervisors (time, date, blood presence, exposure, names of others helping).

SAFETY DISCIPLINARY POLICY

Maska Builders, LLC believes that a safety and health Accident Prevention Program is unenforceable without some type of disciplinary policy. Our company believes that in order to maintain a safe and healthful workplace, the employees must be cognizant and aware of all company, State, and Federal safety and health regulations as they apply to the specific job duties required. The following disciplinary policy is in effect and will be applied to all safety and health violations.

The following steps will be followed unless the seriousness of the violation would dictate going directly to Step 2 or Step 3.

- 1 A first time violation will be discussed orally between company supervision and the employee. This will be done as soon as possible.
- 2 A second time offense will be followed up in written form and a copy of this written documentation will be entered into the employee's personnel folder. Possible time off without pay if management feels it is necessary.
- 3 A third time violation will result in termination.

If an employee of this company knowingly and willingly violates any of the safety rules or procedures, or puts his/her self in an imminent danger situation, the employee will be immediately discharged.

SAFETY MEETINGS AND SELF-INSPECTIONS

Element 2 – Employee Safety Meetings

- At the beginning of each job and at least weekly thereafter.
- Review of any walk-around safety inspections conducted since the last safety meeting.
- Review of any citation to assist in correction of hazards.
- Evaluation of any accident investigations conducted since the last meetings to determine if the cause of the unsafe acts or unsafe conditions involved were properly identified and corrected.
- Document attendance and other subjects discussed.
- Maintain records for 5years.

Element 3 – Self-inspections

- At the beginning of each job and at least weekly thereafter.
- Include one member of management and one employee, elected by the employees, as their authorized representative.
- Document attendance and other subjects discussed.

GENERAL SAFETY WORK PRACTICES / PPE / HOUSEKEEPING

Personal Protective Equipment

- Suitable clothing must be worn; long pants, at least short-sleeved shirts and adequate footwear.
- Hard hats, safety glasses or goggles must be used when a potential hazard exists. (Safety glasses must be ANSI Z87 or Z87.1 approved).
- Hearing protection (earplugs or earmuffs) must be used in high noise areas.
- Gloves (as needed).

Housekeeping

- Always store materials in a safe manner. Tie down or support materials if necessary to prevent falling, rolling, or shifting.
- Shavings, dust scraps, oil or grease should not be allowed to accumulate. Good housekeeping is a part of the job.
- Trash piles must be removed as soon as possible. Trash is a safety and fire hazard.
- Immediately remove all loose materials from stairs, walkways, ramps, platforms, etc.
- Do not block aisles, traffic lanes, fire exits, gangways, or stairs.

Other general safe work practices

- Avoid shortcuts -use ramps, stairs, walkways, ladders, etc.
- Do not remove, deface or destroy any warning, danger sign, or barricade, or interfere with any form of accident prevention device or practice provided for your use or that is being used by other workers.
- Get help with heavy or bulky materials to avoid injury to yourself or damage to material.
- Do not use tools with split, broken, or loose handles, or burred or mushroomed heads. Keep cutting tools sharp and carry all tools in a container.
- Know the correct use of hand and power tools. Use the right tool for the job.

LADDER SAFETY / FALL PROTECTION / ELECTRICAL

Ladder Safety

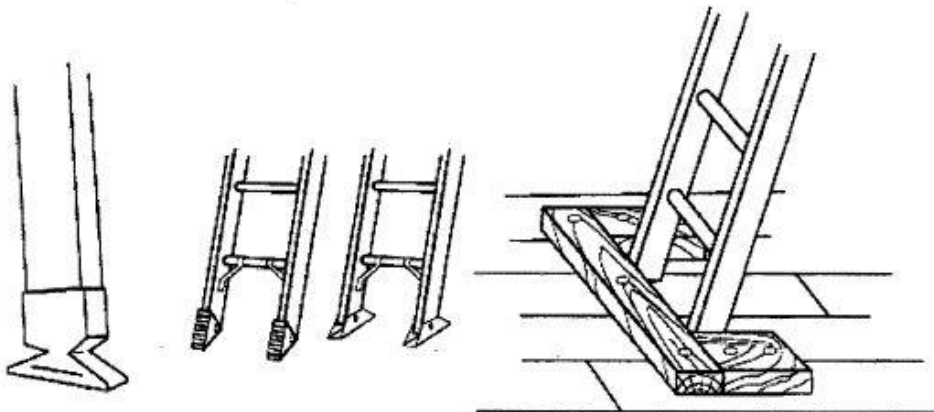
- Inspect before use for physical defects.
- Ladders are not to be painted except for numbering purposes.
- Do not use ladders for skids, braces, workbenches, or any purpose other than climbing.
- When you are ascending or descending a ladder, do not carry objects that will prevent you from grasping the ladder with both hands.
- Always face the ladder when ascending and descending.
- If you must place a ladder over a doorway, barricade the door to prevent its use and post a warning sign.
- Only one person is allowed on a ladder at a time.
- Do not jump from a ladder when descending.
- All joints between steps, rungs, and side rails must be tight.
- Safety feet must be in good working order and in place.
- Rungs must be free of grease and/or oil.

Stepladders

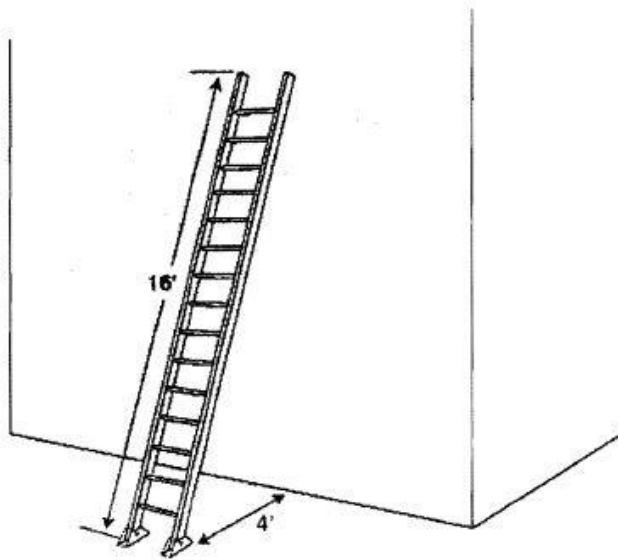
- Do not place tools or materials on the steps or platform of a stepladder
- Do not use the top two steps of a stepladder as a step or stand.
- Always level all four feet and lock spreaders in place.
- Do not use a stepladder as a straight ladder.

Straight type or extension ladders

- All straight or extension ladders must extend at least three feet beyond the supporting object when used as an access to an elevated work area.
- After raising the extension portion of a two or more stage ladder to the desired height, check to ensure that the safety dogs or latches are engaged.
- All extension or straight ladders must be secured or tied off at the top.



- All ladders must be equipped with safety (non-skid) feet.



- Portable ladders must be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one-quarter of the working length of the ladder.

For other rules and regulations regarding Portable Ladders, please refer to 29 CFR 1926 OSHA Construction Industry Regulations 1926.1053

Fall Protection

- Fall hazards of 10 feet or more will be outlined and addressed in our jobsite fall protection work plan.
- Fall hazards of less than 10 feet will be protected by covers, guardrails or other methods and will be addressed in our self-inspections and safety meetings.
- Standard guardrails must be erected around all floor openings and open-sided surfaces. Contact your supervisor for the correct specifications.

Electrical

- Ground-fault circuit interrupters (GFCI) will be used whenever possible.
- Electric cords will be inspected daily and repaired or replaced as necessary.
- Do not operate any power tool or equipment unless you are trained in its operation.
- Use tools only for their designed purpose

FALL PROTECTION WORK PLAN

COMPANY: _____ DATE: _____

SITE _____
ADDRESS: _____

REPORT PREPARED BY: _____ TITLE: _____

1. SPECIFIC WORK

AREA _____

2. ACTIVITIES _____

3. IDENTIFY ALL FALL HAZARDS IN THIS

AREA: _____

4. CHECK THE METHOD OF FALL RESTRAINT OR ARREST TO BE UTILIZED:

- | | | |
|--|--|--|
| <ul style="list-style-type: none">• STANDARD GUARDRAIL• SECURED TO EXISTING STRUCTURE• SHOCK ABSORBING LANYARD• SCAFFOLD W/ GUARDRAIL | <ul style="list-style-type: none">• FULL BODY HARNESS• TIE-OFF POINT CAPABLE OF 5000LB/PERSON• RETRACTABLE LANYARD• OTHER (SPECIFY) | <ul style="list-style-type: none">• SCISSOR LIFT• BOOM LIFT• FORKLIFT BASKET |
| <ul style="list-style-type: none">• WARNING LINE | <ul style="list-style-type: none">• WARNING LINE & SAFETY MONITOR | |

5. DESCRIBE PROCEDURES FOR ASSEMBLY, MAINTENANCE, INSPECTION AND DISASSEMBLY OF THE SYSTEM (IF ADDITIONAL SPACE IS REQUIRED, COMPLETE ON THE BACK OF THIS FORM OR ATTACH A SEPARATE SHEET)

6. DESCRIBE PROCEDURES FOR HANDLING AND SECURING TOOLS, EQUIPMENT AND MATERIALS AND FOR PROVIDING OVERHEAD PROTECTION FOR WORKERS (IF ADDITIONAL SPACE IS REQUIRED, COMPLETE ON THE BACK OF THIS FORM OR SEPARATE SHEET):

7. DESCRIBE THE METHOD FOR PROMPT, SAFE REMOVEAL OF INJURED WORKER(S): (CALLING 911 IS NOT SUFFICIENT AS A MEANS OF RESCUE.)

8. I CERTIFY THAT I HAVE RECEIVED FALL PROTECTION ORIENTATION INCLUDING THE MATERIAL COVERED IN THIS FALL PROTECTION WORK PLAN.

EMPLOYEE NAME:

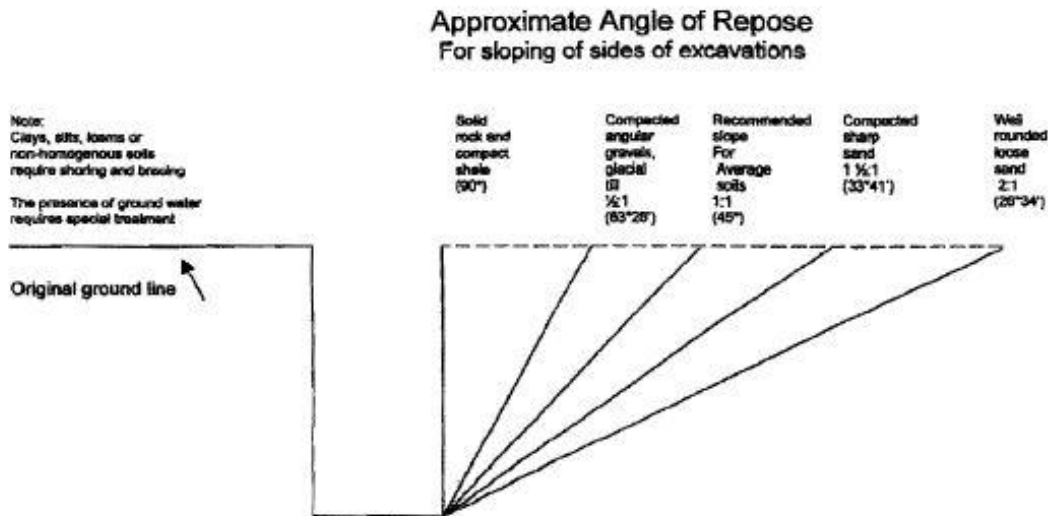
DATE:

SCAFFOLD SAFETY RULES

1. General – Before starting work on a scaffold, inspect it for the following:
 - a. Are guardrails, toe boards, and planking in place and secure?
 - b. Are locking pins at each joint in place?
 - c. Are all wheels on moveable scaffolds locked?
2. Do not attempt to gain access to a scaffold by climbing on it (unless it is specifically designed for climbing -always use a ladder.
3. Scaffolds and their components must be capable of supporting four times the maximum intended load.
4. Any scaffold, including accessories such as braces, brackets, trusses, screw legs, ladders, etc., damaged or weakened in any way, must be immediately repaired or replaced.
5. Scaffold planks must extend over their end supports not less than 6 inches or more than 12 inches, unless otherwise specifically required.
6. Scaffold platforms must be at least 18 inches wide unless otherwise specifically required or exempted.
7. Where persons are required to work or pass under the scaffold, scaffolds shall be provided with a screen between the toe-board and guardrail, extending along the entire opening. The screen must be made of No. 18 gauge U.S. Standard wire, Y2 inch mesh or equivalent protection.
8. All scaffolds must be erected level and plumb, and on a solid footing.
9. Do not change or remove scaffold members unless authorized.
10. Do not allow workers to ride on a rolling scaffold when it is being moved. Remove or secure all materials and tools on deck before moving.
11. Do not alter any scaffold member by welding, burning, cutting, drilling, or bending.

TRENCHING AND EXCAVATING

1. The determination of the angle of repose and design of the supporting system shall be based on careful evaluation of pertinent factors, such as:
 - a. Depth and/or cut/soils classification
 - b. Possible variation in water content of the material while excavation is open
 - c. Anticipated changes in materials from exposure to air, sun, water, or freezing
 - d. Loading imposed by structures, equipment, or overlaying or stored material
 - e. Vibration from equipment, blasting, traffic, or other sources



2. Walkways or bridges with standard railings must be provided when employees or equipment are required to cross over excavations.
3. The walls and faces of all excavations in which employees are exposed to danger from moving ground must be guarded by a shoring system, sloping of the ground, or some other equivalent means.
4. No person must be permitted under loads handled by power shovels, derricks, or hoists.
5. All employees must be protected with personal protective equipment for the protection of the head, eyes, respiratory system, hands, feet, and other parts of the body.

TEMPERATURE EXTREMES

Workers subjected to temperature extremes, radiant heat, humidity, or air velocity combinations which, over a period of time, may produce physical illness. Protection by use of adequate controls, methods or procedures, or use of protective clothing will be provided to employees working in these conditions. Excessive exposure to heat is referred to as heat stress and excessive exposure to cold is referred to as cold stress.

Heat related illness (HRI) and cold-induced illnesses (Hypothermia/frostbite) are well known, recognized workplace hazards. All work operations involving exposure to temperature extremes, either humidity/heat extremes or cold extremes have the potential for inducing heat stress and heat related illnesses or cold stress resulting in frostbite or hypothermia, therefore. KSI has developed a policy to address these issues. All employees will receive training relating to the causes and effects, as well as the personal and environmental factors that may lead to temperature extreme related illnesses. Each employee will be provided with training and materials that include but are not limited to:

- The chosen method or methods to assess the risk for HRI or cold stress.
- A section covering training elements to provide employees information on what the employer will do when working in extreme weather conditions.
- A section on first aid including how to identify HRI symptoms and cold stress systems. The proper first aid application for an individual that is suffering from HRI or cold weather illness, and procedures for summoning medical aid personnel.
- A section identifying where and how adequate drinking water will be supplied.

Heat Exhaustion – Types, Symptoms and First Aid

Heat exhaustion is the body's response to an excessive loss of the water and salt, usually through excessive sweating. Workers most prone to heat exhaustion are those that are elderly, have high blood pressure, and those working in a hot environment.

Symptoms

Symptoms of heat exhaustion include:

- Heavy sweating / fast and shallow breathing
- Extreme weakness or fatigue
- Dizziness, confusion
- Nausea
- Clammy, moist skin
- Pale or flushed complexion / slightly elevated body temperature
- Muscle cramps

First Aid

Treat a worker suffering from heat exhaustion with the following:

- Have them rest in a cool, shaded or air-conditioned area.
- Have them drink plenty of water or other cool, nonalcoholic beverages.
- Have them take a cool shower, bath, or sponge bath.

Heat Syncope -Types, Symptoms and First Aid

Heat syncope is a fainting (syncope) episode or dizziness that usually occurs with prolonged standing or sudden rising from a sitting or lying position. Factors that may contribute to heat syncope include dehydration and lack of acclimatization.

Symptoms

Symptoms of heat syncope include:

- Light-headedness
- Dizziness
- Fainting

First Aid

Workers with heat syncope should:

- Sit or lie down in a cool place when they begin to feel symptoms.
- Slowly drink water, clear juice, or a sports beverage.

Dehydration -Types, Symptoms and First Aid

Dehydration occurs when the amount of water leaving the body is greater than the amount being taken in.

Symptoms

Symptoms of Dehydration include:

- Fatigue
- Reduce Movement

First Aid

Workers with heat cramps should:

- Increase water intake
- Rest in shade/cool environment

Heat Cramps –Types, Symptoms and First Aid

Heat cramps usually affect workers who sweat a lot during strenuous activity. This sweating depletes the body's salt and moisture levels. Low salt levels in muscles causes painful cramps.

Heat cramps may also be a symptom of heat exhaustion.

Symptoms

Muscle pain or spasms usually in the abdomen, arms, or legs.

First Aid

Workers with heat cramps should:

- Stop all activity, and sit in a cool place.
- Drink clear juice or a sports beverage.
- Do not return to strenuous work for a few hours after the cramps subside because further exertion may lead to heat exhaustion or heat stroke.
- Seek medical attention if any of the following apply:
 - The worker has heart problems.
 - The worker is on a low-sodium diet.
 - The cramps do not subside within one hour.

HEAT ALERT PROGRAM – OSHA SPECIAL EMPHASIS PROGRAM

Heat Stroke -Types. Symptoms and First Aid

Heat stroke is the most serious heat-related disorder. It occurs when the body becomes unable to control its temperature: the body's temperature rises rapidly. The sweating mechanism fails, and the body is unable to cool down. When heat stroke occurs, the body temperature can rise to 106 degrees Fahrenheit or higher within 10 to 15 minutes. Heat stroke can cause death or permanent disability if emergency treatment is not given.

Symptoms – Symptoms of heat stroke include:

- Hot, dry skin (no sweating)
- Hallucinations
- Chills
- Throbbing headache
- High body temperature
- Confusion/dizziness
- Slurred speech

First Aid – Take the following steps to treat a worker with heat stroke:

- Call 911 and notify their supervisor / **MEDICAL EMERGENCY.**
- Move the sick worker to a cool shaded area.
- Cool the worker using methods such as:
 - Soaking their clothes with water.
 - Spraying, sponging, or showering them with water.
 - Fanning their body.

PREVENTIVE MEASURES EMPLOYEES CAN TAKE

- Drink small amounts of cool water frequently to prevent dehydration.
- Drink throughout the day to relieve thirst and maintain an adequate urine output.
- Plain water is usually adequate without need to take additional salt or minerals beyond those in your diet. A sports beverage can replace the salt and minerals you lose in sweat. (Not company provided)
- Wear appropriate clothing.
- During periods of elevated temperature, employees should wear light-colored, lightweight, loose-fitting cotton clothing that allows ventilation of air to the body.
- Protect yourself from the sun by wearing a wide-brimmed hard hat or cap style hard hat, and approved safety glasses.
- Sunscreen-SPF 15 or higher-are also recommended.
- Pace yourself. Start slowly and pick up the pace gradually.
- Stand or sit up slowly. Flex leg muscles before moving.
- Take time to cool down.
- Rest often in shady areas.
- Take time to acclimate to heat and humidity.

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- Rest often in shady areas.
- Take time to acclimate to heat and humidity.

Medical Emergencies

Employees will be advised to know which of their co-workers is first aid trained. First aid training that an employee has received is to have covered heat related illness and treatment. While the first aid trained person assesses and begins treatment, he or she will make an initial determination as to whether the illness seems life threatening, or otherwise in need of emergency medical units. If the first aid trained person deems it necessary to place a 911 call, another employee shall be dispatched to the construction office to place a 911 call requesting an ambulance. The first aid trained employee is to stay with the victim and perform any and all treatment measures possible until the arrival of the responding emergency medical units. If the first aid employee needs to take a break from rendering treatment to the victim, or for some other reason has to shift his or her focus away from the victim, another competent employee shall stay with the victim and begin rendering the appropriate treatment.

The supervisor responding to the incident is also responsible for documenting all of the pertinent information relating to the emergency. This would include any witness statements, details pertaining to the events that led to the employee's heat illness, and the subsequent actions that followed, such as medical treatment rendered, and the outcome.

Emergency Contacts

Jobsite Address: _____

First Aid Responder: _____

Safety Director: _____

Jobsite Foreman Telephone Number: _____

Safety Directors Telephone number: _____

Telephone Number at the Jobsite Trailer: _____

Office Telephone Number: _____

Urgent Care Clinic Phone Number _____

Ambulance Telephone Number: **911**

Fire Department Telephone Number: **911**

Police Telephone Number: **911**

Heat Conditions

Condition	Signs/Symptoms	First Aid
<i>Heat Cramps</i>	Painful muscle spasms Heavy sweating	Increase Water Intake Rest in shade/cool environment
<i>Heat Syncope</i>	Brief fainting Blurred vision	Increase Water Intake Rest in shade/cool environment
<i>Dehydration</i>	Fatigue Reduced movement	Increase Water Intake Rest in shade/cool environment
<i>Heat Exhaustion</i>	Pale and clammy skin Possible fainting Weakness, fatigue Nausea Dizziness Heavy sweating Blurred Vision Body temp slightly elevated	Lie down in cool environment Water intake Loosen clothing Call 911 to summon ambulance if symptoms continue once in cool environment
<i>Heat Stroke</i>	Cessation of sweating Skin hot and dry Red face High body temperature Unconsciousness Collapse Convulsions Confusion or erratic behavior Life threatening condition	Medical Emergency! Call 911 immediately Move victim to shade, immerse in water

MOTORIZED VEHICLES AND EQUIPMENT

1. Do not ride on motorized vehicles or equipment unless a proper seat is provided for each rider.
2. Always be seated when riding authorized vehicles (unless they are designed for standing).
3. Do not operate any motorized vehicle or equipment unless you are specifically authorized to do so by your supervisor.
4. Always use your seat belts in the correct manner.
5. Obey all speed limits and other traffic regulations.
6. Always be aware of pedestrians and give them the right-of-way.
7. Always inspect your vehicle or equipment before and after daily use.
8. Never mount or dismount any vehicles or equipment while they are still in motion.
9. Do not dismount any vehicle without first shutting down the engine, setting the parking brake and securing the load.
10. Do not allow other persons to ride the hook or block, dump box, forks, bucket or shovel of any equipment.
11. Each operator must be knowledgeable of all hand signals and obey them.
12. Each operator is responsible for the stability and security of his/her load.

Forklift Safety

Prior to performing work on or around Powered Industrial Trucks (forklifts) employees will receive training in:

Employee Orientation Guide

Company:	Employee:
Trainer:	Hire Date:
Date	Position:

- Forklift safety hazards
- Types of forklifts (powered industrial trucks)
- Forklift operator training requirements

For other rules and regulations regarding motor vehicles, mechanized equipment and marine operations, please refer to Subpart O of the 29 CFR 1926 OSHA Construction Industry Regulations.

This checklist is a guideline for conduction employee safety orientation for employees new to Maska Builders, LLC. Once completed and signed by both supervisor and employee, it serves as documentation that orientation has taken place.

POWER AND HAND TOOL SAFETY

General Information

The number and technical nature of tasks performed by employees of Maska Builders, LLC guarantees that the types of hand and power tools employees use is almost impossible to list.

OSHA regulates hand and powered tool use in the construction industry. For the purposes of this Hand and Portable Power Tool Safety Program, OSHA regulatory references shall focus on:

29 CFR 1910 Authority to establish regulatory requirements (Subpart P)

29 CFR 1910.241 Definitions (more than 20) 29 CFR 1910.242 General requirements .242(a) states the employer's responsibility for the safe condition of tools and equipment used by employees, even those furnished by the employees; .242(b) addresses use of compressed air for cleaning.

29 CFR 1910.243 Addresses guarding of portable powered tools and establishes regulations for: portable, power-driven circular saws; hand-held powered drills, tappers, fastener drivers, grinders, belt sanders, reciprocating saws, saber, scroll and jig saws, platen sanders, routers, planers, laminate trimmers, nibblers and shears. Also establishes regulations for electrical grounding, pneumatic tools, tool retainers, air hoses, abrasive wheels, types 16, 17, 18, 18R and 19 cones, plugs and threaded hole pot balls (abrasive grinding devices), cup wheels, revolving cup guards, vertical and other portable grinders, powder actuated fastening tools, and powered lawn mowers.

29 CFR 1910.244 Addresses other portable tools and equipment, specifically jacks and abrasive blast cleaning nozzles.

Additionally, OSHA refers to:

ANSI B-71.1 (1980), which addresses safety specifications for power lawn mowers, lawn and garden tractors, and lawn tractors; and 29 CFR 1910.212, which addresses general requirements for all machines.

Finally, 2 OSHA publications are recommended for additional insight into what OSHA considers important when using hand and portable power tools. They can be accessed at the following web sites:

<http://www.osha.gov/Publications/smallbusiness/small-business.html>

<http://www.osha.gov/Publications/osha3080.pdf>

Intent of Hand Tool and Portable Power Tool Safety Program

It shall be the practice and policy of Maska Builders, LLC to protect all employees from work-related injury or illness and to comply with all regulatory requirements concerning the safe use of all hand and portable power tools. **At no time will the use of unauthorized, employee owned, tools be used in the performance of Maska Builders, LLC daily activities.**

RESPONSIBILITIES:

It shall be the responsibility of EVERY EMPLOYEE, at any level, to address hazards associated with the use of such tools. Should an employee demonstrate a lack of sufficient knowledge to safely use a tool, it shall be the responsibility of the supervisor to re-train the employee in the specific areas in which the employee has demonstrated insufficient knowledge, and to produce and retain on file written documentation of the training. It shall further be the responsibility of each supervisor to administer appropriate disciplinary action to any employee who fails or refuses to comply with approved safe work practices. It shall be the responsibility of each employee, having been trained to safely use the hand and portable power tools required by his/her job, to comply with appropriate safe work practices to prevent work-related injury or illness to himself or others.

AUTHORITATIVE SOURCE:

OSHA recognizes that the authoritative reference source for safe use of hand and portable power tools is the manufacturer's published operator's manual. It shall be the practice of Maska Builders, LLC to recognize the manufacturer's operator's manual as the minimum safety standard in operation of hand and portable power tools, reserving however the right to establish safe operating practices that exceed those of either OSHA or the manufacturer, in order to protect employees from potential injury or illness.

To assist in training, OSHA's Publication 3080 and the web site referenced above, addresses the hazards of hand tools and the dangers of power tools. It also talks about guarding, operating controls and switches, electric tools, portable abrasive wheel tools, pneumatic tools, liquid fuel tools, powder-actuated tools and hydraulic power tools. This publication states that there are "Five basic safety rules that can help prevent hazards associated with the use of hand and power tools." They are:

- (1) Keep all tools in good condition with regular maintenance;
- (2) Use the right tool for the job;
- (3) Examine each tool for damage before use and don't use damaged tools;
- (4) Operate tools according to the manufacturers' instructions; and
- (5) Provide and use properly the right PPE.



Weekly Safety Meeting Attendance Documentation

This Safety Meeting was presented:

_____ at _____ Topic _____
(Date) (Location)

(Print Name) (Title) (Signature)

The below listed employees attended this Safety Meeting:

(Print Name)	(Signature)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Additional Documentation

EMPLOYEE COMMENTS OR CONCERNS:

OTHER SAFETY ISSUES ADDRESSED ON THIS SPECIFIC JOB SITE:

ITEMS REQUIRING RESEARCH OR FOLLOW-UP:

WEEKLY SAFETY INSPECTION CHECKLIST



(JOB # & JOB NAME)

(JOB LOCATION)

(SUPERINTENDENT PRINT NAME)

(SUPERINTENDENT SIGNATURE)

(DATE)

HOUSEKEEPING	WALKING / WORKING SURFACES
Storage of material <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Handrails <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Disposal of waste <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Guardrails <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Tripping, slipping <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Barricades <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Trash containers <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Oil, ice, snow, or mud <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
	Scrap, rubbish <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
COMPRESSED GAS CYLINDERS	SCAFFOLDS
Used in upright position <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Footings <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Secured from falling <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Handrails <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Caps in place <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Safety belts <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Property separated <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Properly erected <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Empties returned <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Properly supported <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
LADDERS	FIREPROTECTION
Safety feet <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Extinguisher charged <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Tied off <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Extinguisher tagged <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Electrical exposures <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Hot work <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Rungs recessed <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Hoses <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Filler blocks <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Water supply <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
	Freeze protection <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
EQUIPMENT	PERSONAL PROTECTIVE EQUIPMENT
General Appearance <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Eye protection <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Protective guards <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Respiratory protection <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Proper operation <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Hard hats <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Slings & chokers <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Shoes <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Air hoses <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Ear protection <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
Safety nets <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____	Safety belts <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____
	Clothing <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No, Why? _____

WEEKLY SAFETY INSPECTION CHECKLIST



ELECTRICAL				MEDICAL & FIRST AID			
Tools grounded	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Kit provided	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Tools free of grease	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Fully stocked	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Cords spliced	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Emergency #'s posted	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Cords cut	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	First aider on job	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Generators	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Stretchers	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Ground fault CI	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____				
CRANES				GENERAL			
Daily visual inspection	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Flagging	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Monthly visual insp.	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Barricade & signs	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Annual insp. rep. in cab	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Openings covered	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Load rating chart in cab	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Lighting	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Boom angle indicator	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Eating areas	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Fire extinguisher	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Sanitation	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
				Drinking water	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
FUEL STORAGE TANKS				BULLETIN BOARD			
Diked	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Properly located	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Placarded	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	OSHA poster	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Barricaded	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Material in good condition	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Extinguisher	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	Changed regularly	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
FUEL DISPENSING CANS				OTHER/MISCELLANEOUS			
Safety type	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Flame arrester	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Color coded	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____
Nozzle cap tight	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____	_____	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes	<input type="checkbox"/> No, Why? _____

Other Remarks:

Deficiencies Corrected:

EQUIPMENT SAFETY INSPECTION CHECKLIST

Date: _____

Project: _____

Equipment: _____

All guards and fenders	_____	OK	_____	Needs Repair
Brakes	_____	OK	_____	Needs Repair
Lights – front, rear, side, dash	_____	OK	_____	Needs Repair
Back-up alarm – horn	_____	OK	_____	Needs Repair
Ladders, stairs, hand holds	_____	OK	_____	Needs Repair
ROPS (Roll-over protection)	_____	OK	_____	Needs Repair
Seat belts	_____	OK	_____	Needs Repair
Fire extinguisher	_____	OK	_____	Needs Repair
Glass	_____	OK	_____	Needs Repair
Tires	_____	OK	_____	Needs Repair
Electrical cords	_____	OK	_____	Needs Repair
Ground fault circuit interrupters	_____	OK	_____	Needs Repair
Electrical hand tools	_____	OK	_____	Needs Repair
Powder actuated tools	_____	OK	_____	Needs Repair
Condition of pneumatic hand tools	_____	OK	_____	Needs Repair

Other Items Checked:

Oil level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
Hydraulic oil level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
Anti-freeze level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
Fuel level and leaks	_____	OK	_____	Needs Repair	_____	Add	_____	Change
First aid kit	_____	OK	_____	Needs Repair	_____	Add	_____	Change

Repaired by: _____

Checked by: _____

HAZARD COMMUNICATION CHECKLIST

1. Have we prepared a list of all the hazardous chemicals in our workplace?
2. Are we prepared to update our hazardous chemical list?
3. Have we obtained or developed a material safety data sheet for each hazardous chemical we use?
4. Have we developed a system to ensure that all incoming hazardous chemicals are checked for proper labels and data sheets?
5. Do we have procedures to ensure proper labeling or warning signs for containers that hold hazardous chemicals?
6. Are our employees aware of the specific information and training requirements of the Hazard Communication Standard?
7. Are our employees familiar with the different types of chemicals and the hazards associated with them?
8. Have our employees been informed of the hazards associated with performing non-routine tasks?
9. Are employees trained about proper work practices and personal protective equipment in relation to the hazardous chemicals in their work area?
10. Does our training program provide information on appropriate first aid, emergency procedures, and the likely symptoms of overexposure?
11. Does our training program include an explanation of labels and warnings that are used in each work area?
12. Does the training describe where to obtain data sheets and how employees may use them?
13. Have we worked out a system to ensure that new employees are trained before beginning work?
14. Have we developed a system to identify new hazardous chemicals before they are introduced into a work area?
15. Do we have a system for informing employees when we learn of new hazards associated with a chemical?

Maska Builders, LLC Inc.

HAZARD COMMUNICATION WRITTEN PROGRAM

This program has been prepared to comply with the requirements of the Federal OSHA standard 1926.59 and to insure that information necessary for the safe use, handling and storage of hazardous chemicals is provided to and made available to employers and employees. The L D Kerns Hazard Communication Program, a list of chemicals used at our jobsite, and the Safety Data Sheets can be obtained by contacting the job site office or the main office.

This program includes guidelines on identification of chemical hazards and the preparation and proper use of container labels, placards and other types of warning devices.

A. CHEMICAL INVENTORY

1. MASKA BUILDERS, maintains an inventory of all known chemicals in use on this worksite. A chemical inventory is available from the Project Superintendent. All chemical materials used shall have a Safety Data Sheet (SDS) filed with MASKA BUILDERS to be posted in the jobsite office.
2. Hazardous chemicals brought onto the worksite by MASKA BUILDERS will be included on the hazardous chemical inventory list.

B. CONTAINER LABELING

1. All chemicals on site will be stored in their original or approved containers with a proper label attached, except small quantities for immediate use. Any container not properly labeled should be given to the Project Superintendent for labeling or proper disposal.
2. Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical left after work is completed must be returned to the original container or the Project Superintendent for proper handling.
3. No unmarked containers of any size are to be left in the work area unattended.
4. MASKA BUILDERS will rely on manufacturer and or supplier applied labels whenever possible, and will ensure that these labels are maintained. Containers that are not labeled or on which the manufacturer's label has been removed will be relabeled.
5. MASKA BUILDERS will ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings.

C. SAFETY DATA SHEETS (SDS)

1. Employees working with a Hazardous Chemical may request a copy of the Safety Data Sheets (SDS). Requests to review SDS's should be made to the Project Superintendent.
2. SDS should be available and standard chemical reference may also be available on the site to provide immediate reference to chemicals safety information.

D. EMPLOYEE TRAINING

Employees will be trained to work safely with hazardous chemicals. Employees training will include:

- (1) Methods that may be used to detect a release of a hazardous chemical(s) in the workplace,
- (2) Physical and health hazards associated with chemicals,
- (3) Protective measures to be taken,
- (4) Safe work practices, emergency responses and use of personnel protective equipment,
- (5) Information on the Hazard Communication Standard including
 - Labeling and warning systems, and
 - An explanation of Safety Data Sheets

E. PERSONNEL PROTECTIVE EQUIPMENT (PPE)

Required PPE is available from the Project Superintendent. Any employee found in violation of PPE requirements may be subject to disciplinary actions up to and including discharge.

F. EMERGENCY RESPONSE

1. Any incident of over exposure or spill of a hazardous chemical/substance must be reported to the Project Superintendent at once.

G. The foreman or immediate supervisor will be responsible for insuring that proper emergency response actions are taken in leak/spill situations.

H. HAZARDS OF NON-ROUTINE TASKS

1. Supervisors will inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals.
2. Review of safe work procedures and use of required PPE will be conducted prior to the start of such tasks as confined space, unlabeled pipe containing chemicals.
3. Where necessary, areas will be posted to indicate the nature of the hazard involved.

I. INFORMING OTHER EMPLOYERS

1. Other on-site employers are required to adhere to the provisions of the Hazard Communication Standard.
2. Information of hazardous chemicals known to be present will be exchanged with other employers during the preconstruction meeting. Employers will be responsible for providing necessary information to their employees.
3. Other on site employers will be provided with a copy of the hazard communication program of MASKA BUILDERS.
4. MASKA BUILDERS will supply a central location for SDS so all employees of all contractors will have access.

J. POSTING

MASKA BUILDERS has posted information for employees at this job site on the Hazard Communication Standard. This information can be found at the Project Office.

NO SOLICITATION / NO DISTRIBUTION POLICY

By Non-Employees

Solicitation of or distribution to employees or others by any person who is not employed by Maska Builders, LLC is prohibited at all times on Maska Builders, LLC property and throughout all Maska Builders, LLC operated facilities.

By Employees

Solicitation of or distribution to employees by other employees is permitted on Maska Builders, LLC property and in Maska Builders, LLC operated facilities provided:

The employee doing the solicitation/distribution is not on working time and
The employee receiving the solicitation/distribution is not on working time, and,
The solicitation/distribution is not attempted in areas open to the public when a facility is open, or in a manner disruptive to production or to another employee who is on working time.

"Working time" does not include time before or after scheduled work hours, or during lunch periods or during paid rest periods."

These rules apply to all of the Maska Builders, LLC locations and solicitations/distributions for all purposes, including lotteries and raffles, political, religious, labor or fraternal organizations, and the like. The only exception is specifically authorized by Maska Builders, LLC and approved business-related vendor or Maska Builders, LLC events. Violation of this rule will subject an employee to disciplinary action, up to and possibly including termination.

ACCIDENT INVESTIGATION FORM

Injured Employee: _____ Date: _____

Age: _____ Job Title: _____ Project/Job: _____

Date & Time of Accident/Injury: _____ (Date) _____ (Time) Injury: _____ (Yes/No)

Nature of Injury or Property Damage: _____

Statement of employee involved in the injury or accident (what happened): _____

Witness 1 statement: _____

Witness 1 Name & Job Title: _____

Witness 2 statement: _____

Witness 2 Name & Job Title: _____

Supervisor/competent person statement: _____

Was there an injury? _____ Was medical treatment required? _____ Possible lost time accident? _____

Signature of Supervisor/competent person: _____

Report Investigated by: _____ Date: _____

Report reviewed by: _____ Date: _____

Findings: _____

Cause of incident: _____

Means of preventing a reoccurrence: _____

This record will be maintained in the Safety Program Administrator's office for a period of 2 years from the date of accident/injury unless a longer retention is required by law.

If more than 10 employees at any one time in the previous calendar year, this information will be used to complete OSHA Forms 300 and 301 which are used to record and classify occupational injuries and illnesses. Recordable injuries and illnesses must be entered on OSHA Forms 300 and 301 within seven (7) days

**MASKA BUILDERS, LLC
PERMIT-REQUIRED CONFINED
SPACE PROGRAM**

29 CFR 1910.146

July 2016

CONTENTS

<u>OBJECTIVE</u>	148
<u>BACKGROUND</u>	148
<u>ASSIGNMENT OF RESPONSIBILITY</u>	148
<u>Employer</u>	148
<u>Program Manager</u>	148
<u>Entry Supervisors</u>	149
<u>Attendants</u>	150
<u>Rescue Team</u>	150
<u>Entrants/Affected Employees</u>	150
<u>TRAINING</u>	151
<u>Training Frequency</u>	151
<u>General Training</u>	151
<u>Specific Training</u>	152
<u>Verification of Training</u>	152
<u>IDENTIFICATION OF HAZARDS AND EVALUATION OF CONFINED SPACES</u>	152
<u>Survey</u>	152
<u>Hazard Reevaluation</u>	153
<u>Pre-Entry Hazard Assessment</u>	153
<u>Hazard Controls</u>	153
<u>ENTRY PERMITS</u>	154
<u>Key Elements of Entry Permits</u>	154
<u>Permit Scope and Duration</u>	155
<u>ENTRY PROCEDURES</u>	155
<u>Prior to Entry</u>	156
<u>Opening a Confined Space</u>	156
<u>Atmospheric Testing</u>	156
<u>Isolation and Lockout/Tagout Safeguards</u>	157
<u>Ingress/Egress Safeguards</u>	158
<u>Warning Signs and Symbols</u>	158
<u>EMERGENCY RESPONSE</u>	158
<u>Emergency Response Plan</u>	158
<u>Retrieval Systems and Methods of Non-Entry Rescue</u>	158

Sample Process Duty Roster	158
Process: Tank Steam/Wash Rack	159
Process: Tank Maintenance	159

OBJECTIVE

The purpose of the Maska Builders, LLC Confined Space Program is to set procedures that will ensure workers safe entry into confined spaces and permit-required confined spaces to perform routine tasks associated with their employment. This procedure is designed to provide the minimum safety requirements in accordance with the Occupational Safety and Health Administration's (OSHA) Confined Space Standard, 1910.146.

BACKGROUND

A confined space is defined as any location that has limited openings for entry and egress, is not intended for continuous employee occupancy, and is so enclosed that natural ventilation may not reduce air contaminants to levels below the threshold limit value (TLV). Examples of confined spaces include: manholes, stacks, pipes, storage tanks, trailers, tank cars, pits, sumps, hoppers, and bins. Entry into confined spaces without proper precautions could result in injury, impairment, or death due to:

- an atmosphere that is flammable or explosive
- lack of sufficient oxygen to support life
- contact with or inhalation of toxic materials
- general safety or work area hazards such as steam or high pressure materials

ASSIGNMENT OF RESPONSIBILITY

Employer

In administering this Confined Space Program, Maska Builders, LLC will:

Monitor the effectiveness of the program
Provide atmospheric testing and equipment as needed
Provide personal protective equipment as needed
Provide training to affected employees and supervisors
Provide technical assistance as needed
Preview and update the program on at least an annual basis or as needed

Program Manager

Production Management is responsible for managing the Confined Space Program, and shall:

Ensure that a list of confined spaces at all Maska Builders, LLC worksites is maintained
Ensure that canceled permits are reviewed for lessons learned
Ensure training of personnel is conducted and documented
Coordinate with outside responders
Ensure that equipment is in compliance with standards
Ensure that the Human Resource Manager in charge of confined space work shall:

Ensure requirements for entry have been completed before entry is authorized
Ensure confined space monitoring is performed by personnel qualified and trained in

confined space entry procedures

Ensure a list of monitoring equipment and personnel qualified to operate the equipment is maintained by the Safety and Occupational Health Office

Ensure that the rescue team has simulated a rescue in a confined space within the past twelve (12) months

Know the hazards that may be faced during entry, including the mode (how the contaminant gets into the body), signs or symptoms, and consequences of exposure

Fill out a permit

Determine the entry requirements

Require a permit review and signature from the authorized Entry Supervisor

Notify all involved employees of the permit requirements

Post the permit in a conspicuous location near the job

Renew the permit or have it reissued as needed (a new permit is required every shift)

Determine the number of Attendants required to perform the work

Ensure all Attendant(s) know how to communicate with the entrants and how to obtain assistance

Post any required barriers and signs

Remain alert to changing conditions that might affect the conditions of the permits (i.e., require additional atmospheric monitoring or changes in personal protective equipment)

Change and reissue the permit, or issue a new permit as necessary.

Ensure periodic atmospheric monitoring is done according to permit requirements

Ensure that personnel doing the work and all support personnel adhere to permit requirements

Ensure the permit is canceled when the work is done

Ensure the confined space is safely closed and all workers are cleared from the area

Entry Supervisors

Maintenance Supervisor(s), or designee, shall serve as the Entry Supervisor(s), and shall be qualified and authorized to approve confined space entry permits. The Entry Supervisor(s) shall be responsible for:

Determining if conditions are acceptable for entry

Authorizing entry and overseeing entry operations

Terminating entry procedures as required

Serving as an Attendant, as long as the person is trained and equipped appropriately for that role

Ensuring measures are in place to keep unauthorized personnel clear of the area

Checking the work at least twice a shift to verify and document permit requirements are being observed (more frequent checks shall be made if operations or conditions are anticipated that could affect permit requirements)

Ensuring that necessary information on chemical hazards is kept at the worksite for the employees or rescue team

Ensuring a rescue team is available and instructed in their rescue duties (i.e., an onsite team or a prearranged outside rescue service)

Ensuring the rescue team members have current certification in first aid and cardiopulmonary resuscitation (CPR)

Attendants

Maintenance Supervisor(s), or designee, shall function as an Attendant(s) and shall be stationed outside of the confined workspace. The Attendant(s) shall:

Be knowledgeable of, and be able to recognize potential confined space hazards
Maintain a sign-in/sign-out log with a count of all persons in the confined space, and ensure all entrants sign in and out
Monitor surrounding activities to ensure the safety of personnel
Maintain effective and continuous communication with personnel during confined space entry, work, and exit
Order personnel to evacuate the confined space if he/she:

Observes a condition which is not allowed on the entry permit
Notifies the entrants acting strangely, possibly as a result of exposure to hazardous substances
Notifies a situation outside the confined space which could endanger personnel
Notifies a hazard within the confined space that has not been previously recognized or taken into consideration
Must leave his/her work station
Must focus attention on the rescue of personnel in some other confined space that he/she is monitoring

Immediately summon the Rescue Team if crew rescue becomes necessary
Keep unauthorized persons out of the confined space, order them out, or notify authorized personnel of an unauthorized entry

Rescue Team

The Rescue Team members shall:

Complete a training drill using mannequins or personnel in a simulation of the confined space prior to the issuance of an entry permit for any confined space and at least annually thereafter
Respond immediately to rescue calls from the Attendant or any other person recognizing a need for rescue from the confined space
In addition to emergency response training, receive the same training as that required of the authorized entrants
Have current certification in first aid and CPR

Entrants/Affected Employees

Employees who are granted permission to enter a confined space shall:

Read and observe the entry permit requirements
Remain alert to the hazards that could be encountered while in the confined space
Properly use the personal protective equipment that is required by the permit
Immediately exit the confined space when:

They are ordered to do so by an authorized person
They notice or recognize signs or symptoms of exposure
A prohibited condition exists
The automatic alarm system sounds

Alert Attendant(s) when a prohibited condition exists and/or when warning signs or symptoms of exposure exist

TRAINING

Maska Builders Construction shall provide training so that all employees whose work is regulated by this Confined Space Program acquire the understanding, knowledge, and skills necessary for the safe performance of their duties in confined spaces.

Training Frequency

Free Ranger shall provide training to each affected employee:

Before the employee is first assigned duties within a confined space
Before there is a change in assigned duties
When there is a change in permit space operations that presents a hazard for which an employee has not been trained
When Maska Builders, LLC has reason to believe that there are deviations from the confined space entry procedures required in this program, or that there are inadequacies in the employee's knowledge or use of these procedures

The training shall establish employee proficiency in the duties required in this program, and shall introduce new or revised procedures, as necessary, for compliance with this program.

General Training

All employees who will enter confined spaces shall be trained in entry procedures. Personnel responsible for supervising, planning, entering, or participating in confined space entry and rescue shall be adequately trained in their functional duties prior to any confined space entry. Training shall include:

Explanation of the general hazards associated with confined spaces
Discussion of specific confined space hazards associated with the facility, location, or operation
Reason for, proper use, and limitations of personal protective equipment and other safety equipment required for entry into confined spaces
Explanation of permits and other procedural requirements for conducting a confined space entry
A clear understanding of what conditions would prohibit entry
Procedures for responding to emergencies
Duties and responsibilities of the confined space entry team
Description of how to recognize symptoms of overexposure to probable air contaminants in themselves and co-workers, and method(s) for alerting the Attendant(s)

Refresher training shall be conducted as needed to maintain employee competence in entry procedures and precautions.

Specific Training

Training for atmospheric monitoring personnel shall include proper use of monitoring instruments, including instruction on the following:

- Proper use of the equipment
- Calibration of equipment
- Sampling strategies and techniques
- Exposure limits (PELs, TLVs, LELs, UELs, etc.)

Training for Attendants shall include the following:

- Procedures for summoning rescue or other emergency services
- Proper utilization of equipment used for communicating with entry and emergency/rescue personnel

Training for Emergency Response Personnel shall include:

- Rescue plan and procedures developed for each type of confined space that is anticipated to be encountered
- Use of emergency rescue equipment
- First aid and CPR techniques
- Work location and confined space configuration to minimize response time

Verification of Training

Periodic assessment of the effectiveness of employee training shall be conducted by Human Resource Manager. Training sessions shall be repeated as often as necessary to maintain an acceptable level of personnel competence.

IDENTIFICATION OF HAZARDS AND EVALUATION OF CONFINED SPACES

Survey

Human Resource Manager shall ensure a survey of the worksite is conducted to identify confined spaces. This survey can be partially completed from initial and continuing site characterizations, as well as other available data (i.e., blueprints and job safety analyses). The purpose of the survey is to develop an inventory of those locations and/or equipment at Maska Builders, LLC that meet the definition of a confined space. This information shall be communicated to personnel, and appropriate confined space procedures shall be followed prior to entry. The initial surveys shall include air monitoring to determine the air quality in the confined spaces. The potential for the following situations shall be evaluated by Human Resource Manager:

Flammable or explosive potential
Oxygen deficiency
Presence of toxic and corrosive material

Hazard Reevaluation

The Human Resource Manager shall identify and reevaluate hazards based on possible changes in activities or other physical or environmental conditions that could adversely affect work. A master inventory of confined spaces shall be maintained. Any change in designation of a confined space will be routed to all affected personnel by Human Resource Manager.

Pre-Entry Hazard Assessment

A hazard assessment shall be completed by Maintenance Supervisor, or designee, prior to any entry into a confined space. The hazard assessment should identify:

The sequence of work to be performed in the confined space
The specific hazards known or anticipated
The control measures to be implemented to eliminate or reduce each of the hazards to an acceptable level

No entry shall be permitted until the hazard assessment has been reviewed and discussed by all persons engaged in the activity. Personnel who are to enter confined spaces shall be informed of known or potential hazards associated with said confined spaces.

Hazard Controls

Hazard controls shall be instituted to address changes in the work processes and/or working environment. Hazard controls must be able to either control the health hazards by eliminating the responsible agents, reduce health hazards below harmful levels, or prevent the contaminants from coming into contact with the workers.

The following order of precedence shall be followed in reducing confined space risks:

Engineering Controls

Engineering controls are those controls that eliminate or reduce the hazard through implementation of sound engineering practices.

Ventilation is one of the most common engineering controls used in confined spaces. When ventilation is used to remove atmospheric contaminants from a confined space, the space shall be ventilated until the atmosphere is within the acceptable ranges. Ventilation shall be maintained during the occupancy if there is a potential for the atmospheric conditions to move out of the acceptable range. When ventilation is not possible or feasible, alternate protective measures or methods to remove air contaminants and protect occupants shall be determined by Maintenance Supervisor, or designee, prior to authorizing entry.

When conditions necessitate and can accommodate continuous forced air ventilation, the following precautions shall be followed:

Employees shall not enter the space until the forced air ventilation has eliminated any hazardous atmosphere

Forced air ventilation shall be directed so as to ventilate the immediate areas where an employee is or will be present within the space

Continuous ventilation shall be maintained until all employees have left the space

Air supply or forced air ventilation shall originate from a clean source

Work Practice (Administrative) Controls

Work practice (administrative) controls are those controls which eliminate or reduce the hazard through changes in the work practices (i.e., rotating workers, reducing the amount of worker exposure, and housekeeping).

Personal Protective Equipment (PPE)

If the hazard cannot be eliminated or reduced to a safe level through engineering and/or work practice controls, PPE should be used. Maintenance Supervisor, or designee, shall determine the appropriate PPE needed by all personnel entering the confined space, including rescue teams. PPE that meets the specifications of applicable standards shall be selected in accordance with the requirements of the job to be performed.

ENTRY PERMITS

The Confined Space Entry Permit is the most essential tool for assuring safety during entry in confined spaces with known hazards, or with unknown or potentially hazardous atmospheres. The entry permit process guides the supervisor and workers through a systematic evaluation of the space to be entered. The permit should be used to establish appropriate conditions. Before each entry into a confined space, an entry permit will be completed by Maintenance Supervisor, or designee. The Maintenance Supervisor, or designee will then communicate the contents of the permit to all employees involved in the operation, and post the permit conspicuously near the work location. A standard entry permit shall be used for all entries.

Key Elements of Entry Permits

A standard entry permit shall contain the following items:

Space to be entered

Purpose of entry

Date and authorized duration of the entry permit

Name of authorized entrants within the permit space

Means of identifying authorized entrants inside the permit space (i.e., rosters or tracking systems)

Name(s) of personnel serving as Attendant(s) for the permit duration

Name of individual serving as Entry Supervisor, with a space for the signature or initials of

the Entry Supervisor who originally authorized the entry
Hazards of the permit space to be entered
Measures used to isolate the permit space and to eliminate or control permit space hazards before entry (i.e., lockout/tagout of equipment and procedures for purging, ventilating, and flushing permit spaces)
Acceptable entry conditions
Results of initial and periodic tests performed, accompanied by the names or initials of the testers and the date(s) when the tests were performed
Rescue and emergency services that can be summoned, and the means of contacting those services (i.e., equipment to use, phone numbers to call)
Communication procedures used by authorized entrants and Attendant(s) to maintain contact during the entry
Equipment to be provided for compliance with this Confined Space Program (i.e., PPE, testing, communications, alarm systems, and rescue)
Other information necessary for the circumstances of the particular confined space that will help ensure employee safety
Additional permits, such as for hot work, that have been issued to authorize work on the permit space

Permit Scope and Duration

A permit is only valid for one shift. For a permit to be renewed, the following conditions shall be met before each reentry into the confined space:

Atmospheric testing shall be conducted and the results should be within acceptable limits. If atmospheric test results are not within acceptable limits, precautions to protect entrants against the hazards should be addressed on the permit and should be in place
Maintenance Supervisor, or designee shall verify that all precautions and other measures called for on the permit are still in effect
Only operations or work originally approved on the permit shall be conducted in the confined space

A new permit shall be issued, or the original permit will be reissued if possible, whenever changing work conditions or work activities introduce new hazards into the confined space. Maintenance Supervisor, or designee shall retain each canceled entry permit for at least one (1) year to facilitate the review of the Confined Space Entry Program. Any problems encountered during an entry operation shall be noted on the respective permit(s) so that appropriate revisions to the confined space permit program can be made.

ENTRY PROCEDURES

When entry into a confined space is necessary, either the Entry Supervisor or Maintenance Supervisor, or designee, may initiate entry procedures, including the completion of a confined space entry permit. Entry into a confined space shall follow the standard entry procedure below.

Prior to Entry

The entire confined space entry permit shall be completed before a standard entry. Entry shall be allowed only when all requirements of the permit are met and it is reviewed and signed by an Entry Supervisor. The following conditions must be met prior to standard entry:

Affected personnel shall be trained to establish proficiency in the duties that will be performed within the confined space

The internal atmosphere within the confined space shall be tested by Maintenance Supervisor, or designee, with a calibrated, direct-reading instrument

Personnel shall be provided with necessary PPE as determined by the Entry Supervisor
Atmospheric monitoring shall take place during the entry. If a hazardous atmosphere is detected during entry:

Personnel within the confined space shall be evacuated by the Attendant(s) or Entry Supervisor until the space can be evaluated by Maintenance Supervisor, or designee, to determine how the hazardous atmosphere developed

Controls shall be put in place to protect employees before reentry

Opening a Confined Space

Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed. When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent anyone from falling through the opening. This barrier or cover shall protect each employee working in the space from foreign objects entering the space. If it is in a traffic area, adequate barriers shall be erected.

Atmospheric Testing

Atmospheric test data is required prior to entry into a confined space. Atmospheric testing is required for two distinct purposes: (1) evaluation of the hazards of the permit space, and (2) verification that acceptable conditions exist for entry into that space. If a person must go into the space to obtain the needed data, then Standard Confined Space Entry Procedures shall be followed. Before entry into a confined space, Maintenance Supervisor, or designee, shall conduct testing for hazardous atmospheres. The internal atmosphere shall be tested with a calibrated, direct-reading instrument for oxygen, flammable gases and vapors, and potential toxic air contaminants, in that order.

Testing equipment used in specialty areas shall be listed or approved for use in such areas by Maintenance Supervisor, or designee. All testing equipment shall be approved by a nationally recognized laboratory, such as Underwriters Laboratories or Factory Mutual Systems:

Evaluation Testing

The atmosphere of a confined space should be analyzed using equipment of sufficient sensitivity and specificity. The analysis shall identify and evaluate any hazardous

atmospheres that may exist or arise, so that appropriate permit entry procedures can be developed and acceptable entry conditions stipulated for that space. Evaluation and interpretation of these data and development of the entry procedure should involve a technically qualified professional (i.e., consultant, certified industrial hygienist, registered safety engineer, or certified safety professional).

Verification Testing

A confined space that may contain a hazardous atmosphere shall be tested for residues of all identified or suspected contaminants. The evaluation testing should be conducted with specified equipment to determine that residual concentrations at the time of testing and entry are within acceptable limits. Results of testing shall be recorded by the person performing the tests on the permit. The atmosphere shall be periodically retested (frequency to be determined by Maintenance Supervisor, or designee, to verify that atmospheric conditions remain within acceptable entry parameters).

Acceptable Limits

The atmosphere of the confined spaces shall be considered to be within acceptable limits when the following conditions are maintained:

Oxygen: 19.5 percent to 23.5 percent

Flammability: less than 10 percent of the Lower Flammable Limit (LFL)

Toxicity: less than recognized American Conference of Governmental Industrial Hygienists (ACGIH) exposure limits or other published exposure levels [i.e., OSHA Permissible Exposure Limits (PELs) or National Institute of Occupational Safety and Health (NIOSH) Recommended Exposure Limits (RELs)]

Isolation and Lockout/Tagout Safeguards

All energy sources that are potentially hazardous to confined space entrants shall be secured, relieved, disconnected, and/or restrained before personnel are permitted to enter the confined space. Equipment systems or processes shall be locked out and/or tagged out as required by the Free Ranger Lockout/Tagout Program [which complies with OSHA's 29 CFR 1910-147 and American National Standards Institute (ANSI) Z244.1-1982, Lockout/Tagout of Energy Sources] prior to permitting entry into the confined space. In confined spaces where complete isolation is not possible, Maintenance Supervisor, or designee, shall evaluate the situation and make provisions for as rigorous an isolation as practical. Special precautions shall be taken when entering double-walled, jacketed, or internally insulated confined spaces that may discharge hazardous material through the vessel's internal wall.

Where there is a need to test, position, or activate equipment by temporarily removing the lock or tag or both, a procedure shall be developed and implemented to control hazards to the occupants. Any removal of locks, tags, or other protective measures shall be done in accordance with the Maska Builders, LLC Lockout/Tagout Program.

Ingress/Egress Safeguards

Means for safe entry and exit shall be provided for confined spaces. Each entry and exit points shall be evaluated by Maintenance Supervisor, or designee, to determine the most effective methods and equipment that will enable employees to safely enter and exit the confined space.

Appropriate retrieval equipment or methods shall be used whenever a person enters a confined space. Use of retrieval equipment may be waived by the Maintenance Supervisor, or designee, if use of the equipment increases the overall risks of entry or does not contribute to the rescue. A mechanical device shall be available to retrieve personnel from vertical confined spaces greater than five (5) feet in depth.

Warning Signs and Symbols

All confined spaces that could be inadvertently entered shall have signs identifying them as confined spaces. Signs shall be maintained in a legible condition. The signs shall contain a warning that a permit is required before entry. Accesses to all confined spaces shall be prominently marked.

EMERGENCY RESPONSE

Emergency Response Plan

Human Resource Manager shall maintain a written plan of action that has provisions for conducting a timely rescue of individuals within a confined space, should an emergency arise. The written plan shall be kept onsite where the confined space work is being conducted. All affected personnel shall be trained on the Emergency Response Plan.

Retrieval Systems and Methods of Non-Entry Rescue

Retrieval systems shall be available and ready when an authorized person enters a permit space, unless such equipment increases the overall risk of entry, or the equipment would not contribute to the rescue of the entrant. Retrieval systems shall have a chest or full-body harness and a retrieval line attached at the center of the back near shoulder level or above the head. If harnesses are not feasible, or would create a greater hazard, wristlets may be used in lieu of the harness. The retrieval line shall be firmly fastened outside the space so that rescue can begin as soon as anyone is aware that retrieval is necessary. A mechanical device shall be available to retrieve personnel from vertical confined spaces more than five (5) feet deep.

Sample Process Duty Roster

<i>Process: Tank Steam/Wash Rack</i>	
Entry Supervisor	Entrants
<p>Upon receipt of a tank for cleaning, do a visible check for product. If product is visible in the tank, then the tank will be refused.</p> <p>Complete and attach certification and danger tag to tank.</p> <p>Provide confined space entry permit for the tank.</p> <p>Verify that entrants have proper training and knowledge of known hazards, including the mode of exposure (how it gets into the body), signs or symptoms, and results of exposure.</p>	<p>Purge tanks with cold water prior to steam cleaning.</p> <p>Obtain the confined space entry permit and authorized signature.</p> <p>Complete a safe entry checklist prior to entering the confined space.</p> <p>Fill out and attach the caution tag after tank is purged and cleaned.</p> <p>Know space hazards, including information on the mode of exposure (how it gets into the body), signs or symptoms, and results of exposure.</p> <p>Use the correct personal protective equipment (PPE) properly.</p> <p>Maintain communication with standby person to enable them to monitor entrant's actions and alert the entrant to evacuate if necessary.</p> <p>Exit from permit space as soon as possible: when ordered to by authorized persons; when entrant notices or recognizes the signs or symptoms of exposure; when a prohibited condition exists; and/or when the automatic alarm system sounds.</p> <p>Alert the standby person when a prohibited condition exists and/or when warning signs or symptoms of exposure exist.</p>
<i>Process: Tank Maintenance</i>	
Entry Supervisor	Entrants
<p>Upon receipt of a tank for maintenance, do a</p>	<p>Prior to moving any tank into the maintenance</p>

<p>visible check for product. If product is visible in the tank, then the tank will be refused.</p> <p>Complete and attach certification and danger tag to tank.</p> <p>Provide confined space entry permit for the tank.</p> <p>Verify that entrants have proper training and knowledge of known hazards, including the mode of exposure (how it gets into the body), signs or symptoms, and the results of exposure.</p>	<p>bay, ensure tank has been cleaned and/or purged per attached caution tag, test atmosphere, and record results on hot tag. (Tank will not be moved into bay until the atmosphere has been tested and is determined to be within acceptable limits.)</p> <p>In bay, if work will require confined space entry, obtain confined space entry permit from the Service Writer.</p> <p>Obtain the confined space entry permit and the authorized signatures.</p> <p>Complete the safe entry checklist prior to confined space entry.</p> <p>Know space hazards, including information on the mode of exposure (how it gets into the body), signs or symptoms, and results of exposure.</p> <p>Use the correct personal protective equipment (PPE) properly.</p> <p>Maintain communication with standby person to enable them to monitor the entrant's actions and alert the entrant to evacuate if necessary.</p> <p>Exit from permit space as soon as possible: when ordered to by authorized persons; when entrant notices or recognizes signs or symptoms of exposure; when a prohibited condition exists; and/or when the automatic alarm system sounds.</p> <p>Alert the standby person when a prohibited condition exists and/or when warning signs or symptoms of exposure exist.</p>
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MASKA BUILDERS, LLC CONTROL OF HAZARDOUS ENERGY LOCKOUT / TAGOUT PROGRAM

29 CFR 1910.147

06-27-2016

Reviewed by: Kirk Duggins, Northeast Technology Center

CONTENTS

PURPOSE	Error! Bookmark not defined.	
HAZARDOUS ENERGY SOURCES EXAMPLES		Error! Bookmark not defined.
Exceptions	163	
LOCKOUT/TAGOUT PROCEDURES	163	
Tagout Device	164	
Lockout Device	164	
Energy-Isolating Device	164	
Outside Commercial Services	164	
Internal Maintenance Service	165	
Management Lock	Error! Bookmark not defined.	
TRAINING REQUIREMENTS	165	
Training and Review	166	
Lockout/Tagout Program Annual Review	166	
program definitions	Error! Bookmark not defined.	
Authorized Employees	166	
Affected Employees	166	
Other Employees	166	
Point of Operation	167	
FORM A LOCKOUT/TAGOUT for single energy source	168	
Form B LOCKOUT/TAGOUT for MULTIPLE ENERGY SOURCE	169	

PURPOSE

This Lockout/Tagout program meets the requirements of OSHA Standard 1910.147, the Control of Hazardous Energy, and 1910.133 Electrical Safety-Related Work Practices. Control of Hazardous Energy Program will be used whenever any employee must remove any machine guard, safety device, or place any part of their body into a Point of Operation. The Lockout/Tagout program goal is to protect employees from injury. Injury can occur from an unexpected energization or startup of machines, equipment, or the release of stored energy during servicing and/or maintenance. Whenever servicing machines or equipment, all energy sources must be brought to a **ZERO STATE**.

NOTE:

Only Trained Authorized Employees will be permitted to perform a Lockout/Tagout.

HAZARDOUS ENERGY SOURCES EXAMPLES

Electrical	Spring
Pneumatic	Mechanical/Kinetic
Gravity	Hydraulic
Liquids	Chemical Gases
Thermal	(Compressed or Flammable)

Exceptions

The machine or equipment's cord and plug connect and the unplugged cord cap is under the **exclusive** control of the employee along with minor tool changes, adjustments, and other minor servicing activities which take place during normal production operations. These activities must be routine, repetitive, and integral to the use of the equipment for production, provided the work is performed using alternative measures which provide effective protection.

NOTE:

The machine or equipment must be shut off (production stopped) for minor tool changes, adjustments, minor servicing activities, or if the employee must place any part of their body into a point of operation. The machine or equipment must be de-energized and locked out and/or tagged out

David Kerns and Pete Edwards will be responsible for periodic monitoring of the program compliance. Employees deviating from this policy will be subject to corrective action up to and including termination.

LOCKOUT/TAGOUT PROCEDURES

Lockout/tagout procedures are designed to ensure employees are not put at risk by the unexpected start-up of machinery or equipment. When servicing, performing maintenance, or removing a machine guard or safety device employees are required to bring all

hazardous energy sources to the **ZERO STATE**. The application of lockout and tagout devices on all energy-isolating devices is required. The following guidelines and definitions will help accomplish this goal.

Tagout Device

A prominent warning device, such as a tag and a means of attachment will withstand a 50 pound pull and the effects of the environment, which can be securely fastened to an energy-isolating device in accordance with the established program to indicate the energy-isolating device and the equipment being controlled cannot be operated.

Lockout Device

A device that utilizes a positive means such as a keyed-lock to hold an energy-isolating device in a safe position and prevent the energizing of a machine or equipment, included are blank flanges and bolted slip blinds.

Energy-Isolating Device

A mechanical device that physically prevents the transmission or release of energy, including but not limited to the following: A manually operated electrical circuit breaker, a disconnect switch, a manually operated switch in which the conductors of a circuit can be disconnected from all ungrounded supply conductors and, in addition, no pole can be operated independently, a line valve, a block, and any similar device used to block or isolate energy.

NOTE:

Push buttons, selector switches, emergency stop switches, and other control circuit type devices are not energy isolating devices.

All machinery or equipment will be evaluated for lockout compliance using the Form A checklist. If all questions can be answered *YES*, the machinery or equipment evaluation is complete, Form A is to be located in a conspicuous place on the machinery. If anything beyond operator maintenance is being performed, maintenance personnel must complete the Form A checklist and a Lockout / Tagout tag.

When evaluating the machinery or equipment with Form A, if **any** of the questions are answered with a *NO*, the machinery or equipment must be re-evaluated using Form B. At this point, the Form A for the machinery or equipment can be discarded

Form B is a guideline and contains **all** the proper steps needed to perform the proper lockout of the machinery or equipment.

No locks or tags will be bypassed while performing a lockout/tagout procedure and convenience short cuts will not be allowed.

Outside Commercial Services

Contractors and their subcontractors will be required to follow Maska Builders Lockout/Tagout Program. Outside contractors will be escorted by a company representative at all times. The company representative will follow all lockout/tagout procedures while

contractor is servicing equipment.

Internal Maintenance Service

When a padlock is applied to any energy-isolating device, a “lockout tag” must be applied to that energy-isolating device also. The lockout tag must be completed with all the appropriate information

When a servicing task is performed by a team or group of employees, each member, who is directly exposed to the hazards of the servicing operation, will affix his/her personal lock to all energy-isolating devices used and are responsible for removing their lock when the work is completed.

Lockout padlocks will be similar in size and shape except for the shank length and will be color-coded for the purpose of identifying the classification of the employee that attached the lock.

NOTE:

Lockout padlocks will be used for machine and equipment lockout only.

Employees must remove their padlock from all energy-isolating devices before they leave the facility. If the Lockout must continue past shift end time, a Management lock will be applied to all energy isolating devices. (alternate if management locks not used) If the Lockout must continue past shift end time, the employee’s supervisor must be informed.

Management will issue single key padlocks to all trained authorized employees. If an employee leaves the facility and does not remove their padlock from an energy-isolating device, the Authorized Person will follow these steps before removing padlock:

All attempts will be made to assure the employee has vacated the facility.

All reasonable attempts will be made to contact the employee.

The employee will be informed as to the removal of their lock before the employee begins their next schedule shift.

NOTE:

Before a padlock is removed by an employee other than the employee that attached the padlock approval must be granted by the Responsible Person.

All attempts possible must be made to attach a padlock to all energy isolating devices. In the event a padlock cannot be attached, a lockout tag will be attached to the energy-isolating device and the tag will carry the same authority as a padlock.

TRAINING REQUIREMENTS

All employees, depending on job scope, will be trained to the affected employee or other employee level. Employees required to perform lockout/tagout will be trained to the authorized employee level.

Training and Review

Each **authorized employee** will receive training in the recognition of applicable hazardous energy sources, the magnitude of the energy available in the workplace, and the methods and means necessary to bring **all** energy to a **ZERO STATE**. Each **affected employee** will be instructed in the purpose and use of the energy control program. All **other employees** whose work operations are or may be in an area where the lockout program may be utilized will be instructed about the procedure and about the prohibition relating to attempts to restart or re-energize machines or equipment which are locked out or tagged out.

Retraining shall be provided for all authorized and affected employees whenever there is a change in their job assignments, a change in machines or equipment, processes that present a new hazard, or when there is a change in the energy control program.

Lockout/Tagout Program Annual Review

Maska Builders will conduct a periodic inspection of this energy control procedure at least annually to ensure that the procedure and the requirements of the standard are being followed. The inspection will be completed by an Authorized Employee who does not perform lockout/tagout on the specific equipment and machines being inspected. When the annual audit of the energy control program shows a marked deficiency in the understanding of the program, **all employees** will be retrained. The Authorized Employee will certify that the periodic inspections have been performed. The certification will identify the machine or equipment on which the energy control procedure was being utilized, the date of the inspection, the employees included in the inspection, and the person performing the inspection.

PROGRAM DEFINITIONS

Authorized Employees

An employee who locks out or tags out machines or equipment in order to perform servicing or maintenance on that machine or equipment. Authorized employees will be trained to the competent level of the lockout/tagout program and must be able to recognize **all** hazardous energy available, the magnitude of the energy available, and the method and means to bring that hazardous energy to a **ZERO STATE**.

Affected Employees

An employee whose job requires him/her to operate or use machines, equipment, and processes on which servicing or maintenance is being performed under lockout or tagout, or whose job requires him/her to work in an area in which such servicing or maintenance is being performed. Affected employees **are not permitted** to perform lockout/tagout procedures or work in the immediate area where a lockout/tagout programs are in effect. Affected employees will be trained to recognize when the lockout/tagout program must be used and how to identify when the lockout/tagout program is in effect.

Other Employees

Employees that may be using a designated pedestrian walkway through an area where a Lockout/Tagout is in effect. Other employees **are not permitted** to perform lockout/tagout procedures or work in an area where the lockout/tagout program is in effect.

Point of Operation

The area of a machine where material is positioned and work is being performed, for example, the location where an employee's body part may be crushed, cut, pinched, or severed.

FORM A LOCKOUT/TAGOUT FOR SINGLE ENERGY SOURCE

OSHA 1910.333, 1910.333(b)(2), 1910.147(c)(4)(i) Energy Control Procedure states: Procedures shall be developed, documented and utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section.

NOTE:

Exception, the employer does not need to document the required procedure for a particular machine or equipment, when a "Yes" answer can be given for all of the following elements.

- | | Yes / No |
|--|-----------|
| 1. The machine or equipment has no potential for stored or residual energy or re-accumulation of stored energy after shut down which could endanger employees. | ____/____ |
| 2. The machine or equipment has a single energy source which can be readily identified and isolated. | ____/____ |
| 3. The isolation and locking out of the energy source will completely de-energize and deactivate the machine or equipment. | ____/____ |
| 4. The machine or equipment is isolated from the energy source and locked out during servicing or maintenance. | ____/____ |
| 5. A single lockout device will achieve a lock-out condition. | ____/____ |
| 6. The lockout device is under the exclusive control of the authorized employee performing the servicing or maintenance. | ____/____ |
| 7. The servicing or maintenance does not create hazards for other employees. | ____/____ |
| 8. The employer, in utilizing this exception, has had no incidents involving the unexpected activation or re-energization of the machine or equipment during servicing or maintenance. | ____/____ |

Person(s) completing this analysis:

Date_____

FORM B LOCKOUT/TAGOUT FOR MULTIPLE ENERGY SOURCE

DATE: _____ CONDUCTED BY _____

In order to determine all energy sources for each piece of equipment, all questions must be answered. If the question does not apply, write N/A in the blank. Circle "yes" or "no" or fill in the blank.

Location: _____ Work Center: _____

Line: _____ Equipment No. _____

Equipment Name: _____

Model: _____

Specific Procedure No. Assigned: _____ Serial No.: _____

List of authorized employees:

- 1.
- 2.
- 3.
- 4.

TRAINING NOTE: An authorized employee is a person who locks out or tags out machines or equipment in order to perform servicing or maintenance on that machine or equipment. An affected employee becomes an authorized employee when that employee's duties include performing servicing or maintenance covered under this section.

List of affected employees:

TRAINING NOTE: An employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under lockout or tagout, or whose job requires him/her to work in an area in which such servicing or maintenance is being performed.

List of other employees:

TRAINING NOTE: Where tagout systems are used, all other employees whose work operations are or may be in an area where energy control procedures may be utilized, shall be instructed about the procedure, and about the prohibition relating to attempts to restart or reenergize machines or equipment which are locked out, blocked out, or tagged out.

Does this equipment have?

Electric power (including battery)?

Yes No

If yes, Motor Control Center (MCC) or power panel and breaker number _____

Does it have a lockout device?

Yes No

Battery location: _____ Battery disconnect location: _____

Mechanical power?

Yes No

Mark each type of energy source that applies:

Engine driven?

Yes No

If yes, switch or key location: _____

Is lockout device installed?

Yes No

If no, method of preventing operation: _____

Spring loaded?

Yes No

If yes, is there a method of preventing spring activation? Yes No

If no, how can spring tension be safely released or secured: _____

Counter weight(s)?

Yes No

If yes, does it have a method of preventing movement? Yes No

If yes, can it be locked? Yes No

If no, how can it be secured? _____

Flywheel?

Yes No

If yes, does it have a method of preventing movement? Yes No

If yes, can it be locked? Yes No

If no, how can it be secured? _____

Hydraulic power?

Yes No

If yes, location of main control/shut off valve _____

Can control/shut off valve be locked in "off" position? Yes No

If no, location of closest manual shutoff valve _____

Does manual shutoff valve have lockout device? Yes No

If no, what is needed to lock valve closed? _____

Is there a bleed or drain valve to reduce pressure to zero? Yes No

If no, what will be required to bleed off pressure? _____

Pneumatic energy?

Yes No

If yes, location of main control/shut off valve _____

Can control/shut off valve be locked in "off" position? Yes No

If no, location of closest manual shutoff valve _____

Does manual shutoff valve have lockout device? Yes No

If no, what is needed to lock valve closed? _____

Is there a bleed or drain valve to reduce pressure to zero? Yes No

If no, what will be required to bleed off pressure? _____

Chemical system?

Yes No

If yes, location of main control/shutoff valve _____

Can control/shutoff valve be locked in off/closed position? Yes No

If no, location of closest manual shutoff valve _____

Does manual shutoff valve have lockout device? Yes No

If no, what is needed to lock valve closed? _____

Is there a bleed or drain valve to safely reduce system pressure and drain system of chemicals? Yes No

If no, how can system be drained and neutralized? _____

What personal protective clothing or equipment is needed for this equipment? _____

Thermal energy? Yes No

If yes, location of main control/shutoff valve _____

Can control/shutoff valve be locked in "off" or closed position? Yes No

If no, location of closest manual shutoff valve _____

Does manual shutoff valve have lockout device? Yes No

If no, what is needed to lock valve closed? _____

Is there a bleed or drain valve to safely reduce system pressure and temperature and drain system? Yes No

If no, how can system pressure and temperature be reduced and drained?

What personal protective clothing or equipment is needed for this equipment?

Special precautions not noted above (i.e., fire hazards, chemical reactions, required cool down periods etc.):

Recommendations or Comments:

Completed by: _____ Reviewed by: _____

Approved by: _____

Attachment D

(Preliminary Schedule)